1850 Mt. Diablo Blvd., Ste. 320
Walnut Creek, CA 94596

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BOARD OF DIRECTORS REGULAR MEETING

REVISED AGENDA

OCTOBER 22, 2026 – 3:00 P.M.

Walnut Creek City Hall, 3rd Floor Conference Room
(Use elevator by City Council Chambers)
1666 North Main Street, Walnut Creek

1. **CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE**

2. **PUBLIC COMMENT ON ITEMS NOT ON THIS AGENDA**

   When addressing the Board, please state your name, company and/or address for the record. There is a three-minute limit to present your information. (The Board Chair may direct questions to any member of the audience as appropriate at any time during the meeting.)

3. **FAREWELL TO BOARD MEMBER, MATT FRANCOIS (WALNUT CREEK)**

   a. Adopt Proclamation Honoring Matt Francois for his Distinguished Service as a Board Member of the Central Contra Costa Solid Waste Authority*

4. **CONSENT ITEMS**

   All items listed in the Consent Calendar may be acted upon in one motion. However, any item may be removed from the Consent Calendar by request by a member of the Board, public, or staff, and considered separately.

   a. Approve Minutes of the CCCSWA Board Meeting on August 27, 2026*

   b. Adopt Resolution No. 2026-04 and Authorize the Chair to execute the Memorandum of Understanding with Special District Risk Management Authority (SDRMA)*

   c. Approve, and authorize the Executive Director to execute, an Amended and Restated Addendum to the MOU with the Contra Costa County, including accepting an additional $60,000 from the County, for a total of $120,000, in Cycle Two SB 1383 Local Assistance Grant Program funds*

5. PRESENTATION ITEMS

a. 2025 CalRecycle Electronic Annual Report (EAR) and SB 1383 Compliance* Judith Silver, Senior Program Manager, RecycleSmart

b. 2027 Franchise Outreach Implementation*
Ashley Louisiana, Program Manager, RecycleSmart

6. INFORMATION ITEMS

These reports are provided for information only. No Board action is required.

a. Executive Director's Monthly Report*
- Questions Regarding Implementation of Garbage Overage Charges for Single-Family Homes

b. 2026 Final Legislation*
c. Future Agenda Items*
d. Articles of Interest*

7. BOARD COMMUNICATIONS AND ANNOUNCEMENTS

8. ADJOURNMENT

**Corresponding Agenda Report or Attachment is included in this Board packet.*

ADDRESSING THE BOARD ON AN ITEM ON THE AGENDA

Persons wishing to speak on PUBLIC HEARINGS and OTHER MATTERS listed on the agenda will be heard when the Chair calls for comments from the audience, except on public hearing items previously heard and closed to public comment. The Chair may specify the number of minutes each person will be permitted to speak based on the number of persons wishing to speak and the time available. After the public has commented, the item is closed to further public comment and brought to the Board for discussion and action. There is no further comment permitted from the audience unless invited by the Board.

ADDRESSING THE BOARD ON AN ITEM NOT ON THE AGENDA

In accordance with State law, the Board is prohibited from discussing items not calendared on the agenda. For that reason, members of the public wishing to discuss or present a matter to the Board other than a matter which is on the Agenda are requested to present the matter in writing to RecycleSmart Board Secretary at least one week prior to a regularly scheduled Board meeting date. If you are unable to do this, you may make an announcement to the Board of your concern under PUBLIC COMMENTS. Matters brought up which are not on the agenda may be referred to staff for action or calendared on a future agenda.

AMERICANS WITH DISABILITIES ACT

In accordance with the Americans With Disabilities Act and California Law, it is the policy of the Central Contra Costa Solid Waste Authority dba RecycleSmart to offer its public meetings in a manner that is readily accessible to everyone, including those with disabilities. If you are disabled and require special accommodations to participate, please contact RecycleSmart Board Secretary at least 48 hours in advance of the meeting at (925) 906-1801.

Recycle Smart
Central Contra Costa Solid Waste Authority

PROCLAMATION HONORING MATT FRANCOIS FOR HIS DISTINGUISHED SERVICE AS A BOARD MEMBER OF THE CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY

WHEREAS, Board Member Matt Francois has served on the Board of Directors of the Central Contra Costa Solid Waste Authority (CCCSWA) from January 2019 through December 2026; and

WHEREAS, Board Member Francois throughout his tenure has been a proactive leader and a passionate advocate for the Authority's rate payers; and

WHEREAS, Board Member Francois served as Chair of the Personnel Committee; and

WHEREAS, Board Member Francois assisted the Authority with successfully recruiting and hiring a new Executive Director; and

WHEREAS, Board Member Francois served as a member of the Franchise Vendor Selection Ad Hoc Committee that evaluated proposals and selected vendors to provide essential collection, transfer, diversion, and disposal services for the next ten to twenty years; and

WHEREAS, during Board Member Francois's tenure, the CCCSWA successfully complied with SB 1383 regulations and implemented a variety of programs and initiatives for the benefit of the Authority's rate payers and member agencies, such as the Mandatory Organic Waste Disposal Reduction Ordinance, the edible food recovery program, the route contamination monitoring protocol, initiating organics service to townhomes and condos, and public education and outreach regarding waste reduction and recycling programs; and

NOW, THISEFORE, BE IT RESOLVED that the Board of Directors of the Central Contra Costa Solid Waste Authority commends and thanks Board Member Francois for his leadership, service, and dedication during his time as a Board Member of the Central Contra Costa Solid Waste Authority, and for a job exceedingly well done.

PASSED AND ADOPTED by the Central Contra Costa Solid Waste Authority Board of Directors on October 22, 2026, by the following vote:

AYES: Members: _____

NOES: Members: _____

ABSENT: Members: _____

_____
Renee Morgan, Vice Chair
Central Contra Costa Solid Waste Authority,
County of Contra Costa, State of California

COUNTER-SIGNED:

_____
Janna McKay, Secretary of the Board,
Central Contra Costa Solid Waste Authority,
County of Contra Costa, State of California

APPROVED AS TO FORM:

_____
Deborah L. Miller, Counsel for the
Central Contra Costa Solid Waste Authority,
County of Contra Costa, State of California

REGULAR BOARD MEETING OF THE CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY HELD ON AUGUST 27, 2026

The regular Board Meeting of the Central Contra Costa Solid Waste Authority's (CCCSWA's), aka RecycleSmart, Board of Directors convened at Walnut Creek City Hall, 3rd Floor Conference Room, 1666 North Main Street, City of Walnut Creek, Contra Costa County, State of California, on August 27, 2026. Chair Cindy Silva called the meeting to order at 3:00 P.M.

PRESENT: Board Members:
Candace Andersen
Newell Arnerich
Matt Francois
Darlene Gee
Lisa Maglio
John McCormick
Renee Morgan, Vice Chair*
Janet Riley
Cindy Silva, Chair
Steve Woehleke
Stella Wotherspoon
*Online

ABSENT: Board Member: Ken Carlson

Staff members present: David Krueger, Executive Director; Janna McKay, Program Manager/Board Secretary; Grace Comas, Senior Accountant; Judith Silver, Senior Program Manager; Ashley Louisiana, Program Manager; Jennifer Faught, Program Manager; and Deborah L. Miller, CCCSWA Counsel.

1. CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE

2. PUBLIC COMMENT ON ITEMS NOT ON THIS AGENDA

No written comments were submitted, or oral comments made, by any member of the public.

3. CONSENT ITEMS

a. Approve Minutes of the Regular Board Meeting on June 25, 2026
b. Approve Payment of $238,632.90 to City of Lafayette for the items listed in Attachment A (to the staff report dated August 27, 2026), in accordance with the Use of Authority Funds Allocated to Member Agencies Policy

No written comments were submitted, or oral comments made, by any member of the public.

MOTION by Board Member Andersen to approve Consent Items a and b, as submitted. SECOND by Board Member McCormick.

MOTION PASSED by all present with Board Member Francois's abstention on the minutes.

4. PRESENTATION ITEMS

Item 4b was considered prior to Item 4a at this time.

b. Implementation Plan for New Agreements
David Krueger, Executive Director, RecycleSmart

Executive Director David Krueger highlighted the implementation plan for the new agreements that would take effect March 1, 2027, and reported on the changes that would occur with those agreements.

Mr. Krueger explained for the Collection Agreement with Republic Services, there would be re-routing changes since the number of routes would increase from 76 to 86.5, intended to balance the routes for improved service with less chance of missed pickups, and approximately 30 percent of single-family homes (20,000 homes out of 68,000 homes) will change collection days. He described how customers would be notified of those changes through the newsletter, postcards, phone calls and emails.

Board Members recommended that texting also be considered as a way to notify residents of collection day changes, in addition to the automated phone calls. They also suggested adding a feature to the RecycleSmart website that would allow residents to look up their address, see if their collection day is changing, and what their new day would be. Board Members suggested that RecycleSmart staff get help from the Member Agency staff to send out collection day change notifications through regular Member Agency outreach channels. Also signs at the entrances to affected neighbors, as was done with the Castle Hill neighborhood day change previously, and the use of the signs on the Republic trucks. The use of NextDoor and through Homeowner Associations (HOAs) was also recommended.

Mr. Krueger described the purchase of new vehicles, identified those vehicles and noted that some had already been put into service. He displayed videos of the new trucks and introduced Barnabus Somi, a Diablo Valley College student who has a website called Contra Costa Waste and provided the videos. He stated that Republic would be hiring additional drivers. He said that 119 total drivers were needed for the service area, 14 more needed to be hired, and current drivers would have to be trained on the new equipment, which training had already been initiated.

Mr. Krueger referred to the Transfer Agreement with Mt. Diablo Resource Recovery (MDRR) and described the changes required to its Solid Waste Facility Permit (SWFP) and Transfer/Processing Report (TPR) to accommodate the new agreement through a ministerial process with CalRecycle, which would have to respond by November 6, 2026. He added that MDRR's new organics building would be complete by the end of October 2026 and the new vehicles and equipment required as part of the agreement had all been acquired with the exception of one loader expected in December 2026. Installing additional scales and the hiring of additional employees were in process. In addition, the Recyclables Processing Agreement with MDRR and the changes required were noted, particularly related to the recovery and marketing of #5 plastic and #1 plastic thermoforms.

RICHIE GRANZELLA, General Manager, Post Collections, MDRR, spoke to the new optical sorter equipment that had been installed on the "last chance line" to capture any recyclables that hadn't been recovered earlier in the process. The materials not captured on the "last chance line" would be sent to landfill as residue. Mr. Granzella stated that the new optical sorter will increase overall diversion and reduce the amount of residue sent to landfill.

Mr. Krueger explained that the other post-collection agreements with Republic Services for landfill disposal, commercial food scraps processing, and composting did not involve significant implementation tasks. He identified the other implementation tasks involved such as the inclusion of Canyon residents and noted the challenges involved, and the new SB 1383 compliance software.

In response to Mr. Krueger as to the level of detail the Board preferred leading up to the changes in March 2027, Board Members requested a high level of detail of milestones leading up to the March implementation, wanted to be apprised of the obstacles that might come up, requested detail on the proposed route changes, and suggested the benefits of the new agreements be identified for ratepayers.

Mr. Krueger noted that the current presentation was operational focused while the next presentation will be public outreach focused. He stated that some of the benefits of the new agreements included: Everyone could now get one green cart for no charge while in the new contract there would be two green and two blue carts offered at no charge, and the Reuse program would be expanded to include an on-call pickup for single-family homes, on-call pick-ups for multi-family dwellings, and collection of large, bulky items from all customers, even non-reusable items.

Board Member Arnerich suggested cart labeling of what was actually accepted as recyclable and what was not should be listed on the labeling, and Chair Silva also noted that the new Curotto-Can garbage truck versus the current side loader would decrease the litter caused by collection.

No written comments were submitted, or oral comments made, by any member of the public.

Mr. Granzella thanked Mr. Krueger and RecycleSmart staff for being proactive with the contracts as well as the implementation of those contracts.

a. <u>Annual Schools Program Report</u>
Ruth Abbe, Schools Program Coordinator

Ruth Abbe, Schools Program Coordinator, provided the Annual Schools Program Report for the program that had been in existence for many years. She explained that the Board had supported the work with the schools and the program was in every school every year.

Ms. Abbe highlighted what had occurred last year and explained that her team met with the nutrition and custodial staff every year because they were the backbone of recycling programs in the schools. She identified the members of her team and explained that they, along with the sustainability staff from Republic Services, and MDRR, also partnered to produce the schools program.

Ms. Abbe reported there had been over 60 assemblies and classroom presentations last year, which had reached 6,485 students. Her team had worked with over 70 schools that included preschools and private schools but worked more closely with 64 of those schools, 19 of which had achieved an over 75 percent diversion (the goal of the schools program). Of the remaining schools, 36 were at 50 percent diversion. The potential diversion based on service volume from the landfill that equated to greenhouse gas (GHG) reductions represented over 4,447 metric tons of GHGs reduced, the equivalent of removing 1,037 passenger vehicles from the road.

Ms. Abbe identified the diversion rate increases since the 2000-01 baseline, service levels by school district, the overall measured diversion rate based on service levels, and the diversion rates by school/community, pointing out the Wastebusters, those schools that had achieved a 75 percent or greater diversion rate.

Ms. Abbe updated the Board on the use of reusable foodware and the current effort to use reusable food trays. She displayed a video created by high school students to explain how to sort and referred to the EcoHero Show, a high-energy, interactive 45-minute event to educate K-5th grade students about recycling and composting to reduce solid waste that had been used by the schools program for a number of years. To be able to reach more students, a virtual rap-along concert had been scheduled for October 2, 2026 at 10:00 A.M., at no cost to schools in the service area.

Ms. Abbe responded to questions from the Board about some of the specific schools.

Chair Silva requested an electronic copy of Ms. Abbe's presentation for the Board.

b. <u>Implementation of Garbage Overage Charges for Single-Family Homes</u>
David Krueger, Executive Director, RecycleSmart

Executive Director Krueger offered examples of some of the things that Republic drivers saw in the field with respect to overflowing carts, verified by the cameras on the garbage trucks. He noted that Republic reported an average of 1,500 examples of overflowing landfill carts per month from the service area's 68,000 single-family homes. He identified the concerns related to overflowing carts due to spills, litter and vectors, stormwater contamination, and issues of fairness. He reported that Republic would begin charging fees for overflowing carts on November 1, 2026 at $10/occurrence for single-family landfill carts only, and only extensive overages would trigger the charge. It would not apply to minimal overages when the lid was not completely closed. He offered examples of minimal, moderate and extensive overages. The determination of extensive overage would be documented by truck cameras, identified by AI, matched to the service address by GPS, checked by two Republic employees, and the customer would be notified with the date of overage and a photo of the overage by logging into their online Republic account.

Mr. Krueger responded to comments and clarified the charge of $10 per occurrence and $10 for extra bags set next to the landfill cart, which extra bag charge was a reduction from the current charge of $17.78 per bag set next to the cart. The same rate and criteria would apply to all cart customers. The fee was intended to apply from November 1, 2026 to June 30, 2028. The number of overflowing carts was expected to decrease over time because of the fee.

Mr. Krueger referred to the draft education plan with a grace period from September 1 to October 31, 2026, with individualized warning notices for overages during that period, a general postcard and email to all single-family homes would occur in September and November, with an article in the Fall/November RecycleSmart newsletter. It was also clarified that any clean-up required as a result of a pickup was the responsibility of Republic Services.

The Board discussed the education plan and recommended that the mailer identify the fact that the new policy affected the black cart only, with graphics to verify what was acceptable to include and what was not, and to identify the applicable cart as the *Black Cart Only*. Warning notices would be submitted by email.

On the discussion, members of the Board suggested that customers intending to avoid overages might place material intended for the black cart into other carts intended for other material, and Mr. Krueger noted the concern and commented that there would be penalties for other things such as contamination where with three strikes on a single-family home, a contaminated cart would not be picked up and would be left uncollected. He added that RecycleSmart had the authority to fine for contamination in multifamily and commercial containers.

c. <u>INFORMATION ITEMS</u>

Reports provided for information only. No Board action required

a. <u>Executive Director's Monthly Report</u>

Executive Director Krueger noted some conflicts with the next scheduled meeting on September 24, 2026, and after a straw poll the ability to have a quorum at that meeting was questionable.

CCCSWA Legal Deborah Miller highlighted the regulations for remote attendance in accordance with the Brown Act, and after a brief discussion of alternative dates to meet, the Board determined to cancel the September meeting and meet next at the regularly scheduled meeting on October 22, 2026, unless there was a need for a special meeting in the interim.

Mr. Krueger reported that August 1, 2026 would be the due date for RecycleSmart's Electronic Annual Report (EAR) to CalRecycle and there would be a staff report on the details of the EAR at the next meeting.

Mr. Krueger referred to the issue of the proper handling of horse manure given a number of horse stables in the service area involving 12 customers that generated significant amounts of horse manure, which had been collected as organics for free and composted; however, Republic recently discovered that the compost facility was not allowed to take the manure and neither could the Richmond facility or the East Bay Municipal Utility District (EBMUD). Recology could take it but only in certain amounts and they were at their permit limit. It could not be put in the green cart but could be put in the black cart, although that would create a large increase in cost for customers and technically SB 1383 stated that horse manure could not be landfilled and must be compost, so other options were being sought. He stated that staff was working on some solutions and once available the customers would be given their options. Most of those affected were in the unincorporated area of Contra Costa County or in Walnut Creek.

Program Manager/Board Secretary Janna McKay reported that the website had been updated to improve user experience, make information more efficient to search and locate, and create a cleaner homepage layout. She presented the 2026 redesign of the website and stated she and Ashley Louisiana had worked with consultants to come up with a new redesign and the color palette that offered a brighter, cleaner look. She added that the search bar was now on each page making it more convenient for users searching for items. She walked through the other features of the webpage with the Board.

b. Future Agenda Items
c. Articles of Interest

d. BOARD COMMUNICATIONS AND ANNOUNCEMENTS

There were no Board communications or announcements.

e. ADJOURNMENT

The Board adjourned at approximately 5:00 P.M. to the regular meeting scheduled for Thursday, October 22, 2026 at 3:00 P.M. in the Walnut Creek Offices at Walnut Creek City Hall.

Respectfully submitted by:

_____

Janna McKay, Board Secretary
Central Contra Costa Solid Waste Authority,
County of Contra Costa, State of California

Recycle Smart
Central Contra Costa Solid Waste Authority

Agenda Report

TO: CCCSWA BOARD OF DIRECTORS

FROM: DAVID KRUEGER, EXECUTIVE DIRECTOR
DEBORAH MILLER, GENERAL COUNSEL

DATE: OCTOBER 22, 2026

SUBJECT: **AMENDED MEMORANDUM OF UNDERSTANDING (MOU) WITH SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY (SDRMA)**

SUMMARY

SDRMA provides dental, vision, life insurance, long-term disability, and Employee Assistance Program (EAP) benefits to CCCSWA employees. SDRMA requires participating agencies like CCCSWA to enter SDRMA's standard form of Memorandum of Understanding (MOU) and any amendments to the MOU. On July 27, 2026, CCCSWA received a letter (Attachment A) from SDRMA explaining that SDRMA recently approved amendments to the MOU, which SDRMA explains were made to align the MOU with IRS guidelines, the Affordable Care Act, and the pool guidelines of the CSAC Excess Insurance Authority (which is the organization that provides coverage for the program). CCCSWA must accept the amended MOU by November 1 to remain in the program. CCCSWA staff do not expect the amendments to materially impact CCCSWA's participation in the program or to have any material impact on the cost of the program.

RECOMMENDED ACTION

1. Adopt Resolution No. 2026-04 and Authorize the Chair to execute the Memorandum of Understanding with Special District Risk Management Authority (SDRMA).

DISCUSSION

In 2012, the CCCSWA Board of Directors approved participation in the Special District Risk Management Authority's (SDRMA's) coverage pool for dental, vision, life insurance, long-term disability, and Employee Assistance Program (EAP) benefits ("Health Benefits Program"). The benefits program only provides these ancillary benefits.

CCCSWA was required to enter SDRMA's standard form Memorandum of Understanding (MOU) as a condition of participation in the program. Section 16 of the MOU provides that it may be amended by the SDRMA Board of Directors, subject to approval by CCCSWA. That same section explains that if CCCSWA fails or refuses to execute SDRMA-approved amendments to the MOU, CCCSWA will be deemed to have withdrawn from the Health Benefits Program.

In 2019, SDRMA's Board of Directors approved amendments to the 2012 MOU, which the CCCSWA approved.

On July 27, 2026, SDRMA notified CCCSWA that SDMRA's Board of Directors approved additional amendments to the MOU. SDRMA requires CCCSWA to adopt their standard form of resolution (Attachment B) and approve the MOU as most recently amended by November 1, 2026, or CCCSWA will be deemed to have withdrawn from the program and benefits terminated, effective January 1, 2027.

SDRMA explains that the amendments were made to align the MOU with IRS guidelines, the Affordable Care Act, and the pool guidelines of the CSAC Excess Insurance Authority (which is the organization that provides coverage for the program). For convenience, CCCSWA staff prepared a redline showing SDRMA's amendments to the current MOU. (Attachment C). CCCSWA staff does not expect SDRMA's amendments to materially impact CCCSWA's participation in the program or to have any material impact on the cost of the program.

ATTACHMENTS

A. Letter from SDRMA (July 27, 2026)
B. Resolution No. 2026-04
C. Amended MOU (clean form and redline)

SDRMA
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

July 27, 2026

Mary Grace Comas
Senior Accountant
Central Contra Costa Solid Waste Authority
1850 Mt. Diablo Boulevard, Suite 320
Walnut Creek, California 94596

Amended SDRMA Health Benefits Memorandum of Understanding (MOU)

Dear Mary Grace Comas,

At the June 24, 2026, SDRMA Board Meeting, the SDRMA Board of Directors approved amendments to the SDRMA Health Benefits Memorandum of Understanding (MOU). The amendments were made to better align the MOU with our pool, Public Risk Innovation, Solutions and Management (PRISM) MOU and industry norms.

According to SDRMA records, your entity participates in SDRMA's Health Benefits program and previously executed a prior version of the Health Benefits Memorandum of Understanding (MOU) and Resolution. Per section 15 of the amended MOU, *AMENDMENT OF MEMORANDUM; WAIVER. This MEMORANDUM may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of SDRMA and ENTITY. The failure of either Party to enforce at any time any provision of the MEMORANDUM shall not be construed to be a waiver of such provision, nor in any way to affect the validity of the MEMORANDUM or the right of either party thereafter to enforce each and every such provision. If ENTITY fails or refuses to execute an amendment to this MEMORANDUM by the deadline included in written notice of SDRMA'S execution of said amendment, SDRMA reserves the right to terminate this MEMORANDUM and ENTITY'S Program Participation Agreement effective as of the next annual renewal date.*

Your governing body must execute the enclosed MOU and Resolution and return the original wet signature or Docusign MOU and Resolution to SDRMA by **November 1, 2026,** to ensure your entity follows the above MOU guideline. If your entity does not return the MOU and Resolution to SDRMA by **November 1, 2026,** your entity will be deemed as withdrawn and benefits will be terminated effective **January 1, 2027.**

Program Administrative Guidelines are referenced throughout the MOU. The Administrative Guidelines can be found on the SDRMA MemberPlus Portal at www.sdrma.org. If you are not already registered on the MemberPlus Portal, please email us at healthbenefits@sdrma.org for instructions or simply click *MemberPlus Login* and *Register as a new user* from www.sdrma.org. Once you are registered and login,

SDRMA
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

the Administrative Guidelines can be found on the Health Benefits landing page with the link description of: *SDRMA Health Benefits Administrative Guidelines.*

If SDRMA has not received your entity's MOU and Resolution by October 1, 2026, we will send an email to your attention inquiring when the MOU and Resolution will be sent to SDRMA.

Please contact us at 800.537.7790 or at alittle@sdrma.org if you have any questions regarding the MOU and/or Resolution. Thank you for your continued participation of the SDRMA Health Benefits Program!

Sincerely,

Special District Risk Management Authority

Alana A. Little

Alana Little
Health Benefits Manager

Enclosures: Memorandum of Understanding
Resolution
Redline version of Memorandum of Understanding
Return Address Envelope

RESOLUTION NO. 2026-04

A RESOLUTION OF THE OF THE (GOVERNING BODY) OF Central Contra Costa Solid Waste Authority APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING AND AUTHORIZING PARTICIPATION IN THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY'S HEALTH BENEFITS PROGRAM

WHEREAS, Central Contra Costa Solid Waste Authority, a public agency duly organized and existing under and by virtue of the laws of the State of California (the "ENTITY"), has determined that it is in the best interest and to the advantage of the ENTITY to participate in the Health Benefits Program offered by Special District Risk Management Authority (the "Authority"); and

WHEREAS, the Authority was formed in 1986 in accordance with the provisions of California Government Code 6500 *et seq.,* for the purpose of providing risk financing, risk management programs and other coverage protection programs; and

WHEREAS, participation in Authority programs requires the ENTITY to execute and enter into a Memorandum of Understanding which states the purpose and participation requirements for the Health Benefits Program; and

WHEREAS, all acts, conditions and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the transactions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the ENTITY is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such transactions for the purpose, in the manner and upon the terms herein provided.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE ENTITY AS FOLLOWS:

Section 1. Findings. The ENTITY's Governing Body hereby specifically finds and determines that the actions authorized hereby relate to the public affairs of the ENTITY.

Section 2. Memorandum of Understanding. The Memorandum of Understanding, to be executed and entered into by and between the ENTITY and the Authority, in the form presented at this meeting and on file with the ENTITY's Secretary, is hereby approved. The ENTITY's Governing Body and/or Authorized Officers ("The Authorized Officers") are hereby authorized and directed, for and in the name and on behalf of the ENTITY, to execute and deliver to the Authority the Memorandum of Understanding.

Section 3. Program Participation. The ENTITY's Governing Body approves participating in the Special District Risk Management Authority's Health Benefits Program.

Section 4. Severability. If any provision of this resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the resolution which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are severable.

Section 5. Other Actions. The Authorized Officers of the ENTITY are each hereby authorized and directed to execute and deliver any and all documents which are necessary in order to consummate the transactions authorized hereby and all such actions heretofore taken by such officers are hereby ratified, confirmed and approved.

PASSED AND ADOPTED by the Central Contra Costa County Solid Waste Authority Board of Directors this 22nd day of October 2026 by the following vote:

AYES:	Members:	_____
NOES:	Members:	_____
ABSTAIN:	Members:	_____
ABSENT:	Members:	_____

_____
Renee Morgan, Vice Chair
Central Contra Costa Solid Waste Authority,
County of Contra Costa, State of California

COUNTER-SIGNED:

_____
Janna E. McKay, Secretary of the Board
for the Central Contra Costa Solid Waste
Authority, County of Contra Costa, State
of California

APPROVED AS TO FORM:

_____
Deborah L. Miller, Counsel for the
Central Contra Costa Solid Waste Authority
County of Contra Costa, State of California

SDRMA

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (HEREAFTER "MEMORANDUM") IS ENTERED INTO BY AND BETWEEN THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY (HEREAFTER "SDRMA") AND THE PARTICIPATING PUBLIC ENTITY (HEREAFTER "ENTITY") WHO IS SIGNATORY TO THIS MEMORANDUM.

WHEREAS, on August 1, 2006, SDRMA in its capacity as a member of Public Risk Innovation, Solutions and Management (PRISM) and having executed the Joint Powers Agreement (JPA) governing PRISM, was appointed administrator for the purpose of enrolling small public entities into the (PRISM) Health and/or Employee Benefits Small Group Program (hereinafter "Program"); and

WHEREAS, the terms and conditions of the PROGRAM as well as benefit coverage, rates, assessments, and premiums are governed by the PRISM Health Committee and/or PRISM Employee Benefits Committee for the Program (the "Committee") and not SDRMA; and

WHEREAS, ENTITY desires to enroll and participate in the Program, acknowledging that SDRMA acts solely in an administrative capacity and does not establish Program terms.

NOW THEREFORE, SDRMA and ENTITY agree as follows:

1. DEFINITIONS. For purposes of this MEMORANDUM, unless the context otherwise requires, the following terms when capitalized have the respective meanings set out below and are applicable to the singular as well as to the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms.

a. "Committee" means the PRISM Health Committee and/or PRISM Employee Benefits Committee for the Program.

b. "Coverage Documents" means, except as otherwise provided herein, coverage documents from each carrier outlining the coverage provided, including terms and conditions of coverage, are controlling with respect to the coverage of the Program and will be provided by SDRMA to each ENTITY. Documents will be made available through the online SDRMA Portal and be accessible to approved users of the ENTITY.

c. "Program Participation Agreement" means the agreement issued by PRISM/AUS Underwriting to the Entity that details the final terms of acceptance and any special exceptions or terms that have been made a part of the underwriting approval and is required to be completed and executed in order to constitute full acceptance as a member of the PRISM Small Group Program.

Tel 800.537.7790
Fax 916.231.4111
www.sdrma.org

d. "Program" or "PRISM" means the Public Risk Innovation, Solutions and Management (PRISM) Health and/or Employee Benefits Small Group Program.

e. "Program Documents" means the following: SDRMA Program Administrative Guidelines, SDRMA Resolution, Program Underwriting application and any required underwriting documents, Program approval, Program Underwriting & Eligibility Rules and Program Participation Agreement.

2. PURPOSE. ENTITY is signatory to this MEMORANDUM for the sole purpose of enrolling in the Program.

3. ENTRY INTO PROGRAM. ENTITY shall apply for participation in the Program by executing and all forms prescribed by SDRMA. SDRMA shall submit the completed forms to the Program's Underwriter who has the authority to accept or reject Entity's application in its sole discretion based on the Program's governing documents and in accordance with the Program's eligibility guidelines.

4. MAINTENANCE OF EFFORT. Program provides health benefits to all active employees, retired employees, dependents of an active or retired employee and public officials of the ENTITY who satisfy requirements for participation. ENTITY public officials may participate in the Program only if they are currently being covered and their own ENTITY's enabling act, plans and policies allow it. ENTITY must contribute at least the minimum percentage required by the eligibility requirements

5. PREMIUMS. ENTITY agrees and acknowledges that premiums and rates for the Program are set by the Committee and that SDRMA's Administrative Fee is set by SDRMA For each billing cycle. ENTITY will remit the total monthly amount billed by SDRMA for each category of participants and the census of covered employees, public officials, dependents and retirees. PREMIUMs are based on a full month, and there are no partial months or prorated PREMIUMs. Enrollment for mid-year qualifying events and termination of coverage will be made in accordance with the SDRMA Program Administrative Guidelines.

Late Payment Penalties. ENTITY shall pay all PREMIUM invoices as billed to SDRMA, regardless of any changes to eligibility or adjustments to PREMIUMS that may occur during the billing month and not reflected in the PREMIUM invoice. SDRMA shall issue PREMIUM invoices to ENTITY prior to the coverage month in which they are due. PREMIUM invoices are due by the due date stated on the invoice and considered delinquent thirty (30) calendar days from the due date. In addition to the outstanding balance due for any unpaid invoice, ENTITY shall be liable to SDRMA for a late payment penalty of 1% of the outstanding balance of any unpaid portion of such invoice effective (30) calendar days after the invoice due date. SDRMA reserves the right to terminate the

MEMORANDUM and ENTITY'S Participation Agreement, including immediate cessation of all services under the Program, any time after it provides written notice to ENTITY of its failure to pay the amount due of any invoice.

6. BENEFITS. Benefits provided to ENTITY participants shall be as set forth in ENTITY's Plan Summary for the Program and as agreed upon between the ENTITY and its recognized employee organizations as applicable. Not all plan offerings will be available to ENTITY, and plans requested by ENTITY must be submitted to Program underwriter for approval.

7. ASSESSMENTS AND DIVIDENDS. The Program annual premium, as approved by the Committee will be established at a level which is anticipated to provide adequate overall funding. The Program will directly manage surpluses and deficits. Premiums are targeted to fund expected claims (including incurred-but-not-reported (IBNR) and run-out), reinsurance (if any), Program/administrative expenses, and any reserve or margin adopted by the Committee.

   If Program funds are insufficient (including funding IBNR), the Committee may impose premium assessments on all applicable participating Entities, consistent with the JPA, including ENTITY signing this MEMORANDUM. Entities that have withdrawn from the Program are liable for assessments attributable to plan year(s) in which they participated.

   After appropriate reserves and obligations are funded and any Committee-approved margin is achieved, the Committee may declare a dividend or premium credit, using a formula recommended by the Program Underwriters and actuary.

8. WITHDRAWAL. ENTITY may withdraw from this MEMORANDUM and terminate its Program Participation Agreement for a subsequent calendar year subject to the following condition: ENTITY shall notify SDRMA in writing of its intent to withdraw from this MEMORANDUM and terminate its Program Participation Agreement at least 120 days prior to January 1st of the subsequent calendar year in which it shall be effective. No withdrawal shall become effective until December 31 of the year that notice of termination is received. ENTITY may rescind its notice of intent to withdraw and terminate no later than October 1st. ENTITY may rescind its notice of intent to withdraw. ENTITY may rescind its notice of intent to withdraw and terminate no later than October 1st. Once ENTITY withdraws from the Program, there is a 3-year waiting period to come back into the Program, and the ENTITY will be subject to underwriting approval.

9. ARBITRATION OF DISPUTES. To the extent permitted by law, all controversies between the ENTITY and SDRMA that may arise out of or relate to any of the services provided by SDRMA under the MEMORANDUM, or the construction, performance or breach of this

or any other agreement between the ENTITY and SDRMA, whether entered into prior to, on or subsequent to the date hereof, shall be settled by binding arbitration in the City of Sacramento, California, under the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) shall be final and may be entered into any court having jurisdiction.

10. GOVERNING LAW. This MEMORANDUM shall be governed in accordance with the laws of the State of California.

11. VENUE. Venue for any dispute or enforcement shall be in the City of Sacramento, California.

12. ATTORNEY FEES. The prevailing party in any dispute shall be entitled to an award of reasonable attorney fees.

13. COMPLETE AGREEMENT. This MEMORANDUM together with the related Program Documents constitutes the full and complete agreement of the ENTITY.

14. SEVERABILITY. Should any provision of this MEMORANDUM be judicially determined to be void or unenforceable, such determination shall not affect any remaining provision.

15. AMENDMENT OF MEMORANDUM; WAIVER. This MEMORANDUM may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of SDRMA and ENTITY. The failure of either Party to enforce at any time any provision of the MEMORANDUM shall not be construed to be a waiver of such provision, nor in any way to affect the validity of the MEMORANDUM or the right of either party thereafter to enforce each and every such provision. If ENTITY fails or refuses to execute an amendment to this MEMORANDUM by the deadline included in written notice of SDRMA'S execution of said amendment, SDRMA reserves the right to terminate this MEMORANDUM and ENTITY'S Program Participation Agreement effective as of the next annual renewal date.

16. EFFECTIVE DATE. This MEMORANDUM shall become effective on the later of the first date of coverage for the ENTITY or the last date of signing of this MEMORANDUM by the Chief Executive Officer or Board President of SDRMA and the authorized person for the ENTITY.

17. EXECUTION IN COUNTERPARTS. This MEMORANDUM may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

In Witness Whereof, the undersigned have executed the MEMORANDUM as of the date set forth below.

Dated: _____ By:_____

Special District Risk
Management Authority

Dated: _____ By:_____

Central Contra Costa Solid Waste Authority

SDRMA SDRMA

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (HEREAFTER "MEMORANDUM") IS ENTERED INTO BY AND BETWEEN THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY (HEREAFTER "SDRMA") AND THE PARTICIPATING PUBLIC ENTITY (HEREAFTER "ENTITY") WHO IS SIGNATORY TO THIS MEMORANDUM.

WHEREAS, on August 1, 2006, SDRMA in its capacity as a member of Public Risk Innovation, Solutions and Management (PRISM) and having executed the Joint Powers Agreement (JPA) governing PRISM, was appointed administrator for the purpose of enrolling small public entities into the ~~Public Risk Innovation, Solutions and Management~~ (PRISM) Health and/or Employee Benefits Small Group Program (hereinafter "P~~ROGRAM~~rogram"); and

WHEREAS, the terms and conditions of the PROGRAM as well as benefit coverage, rates, assessments, and premiums are governed by the PRISM Health Committee and/or PRISM Employee Benefits Committee for the P~~ROGRAM~~rogram (the "C~~OMMITTEE~~ommittee") and not SDRMA; and

WHEREAS, ENTITY desires to enroll and participate in the P~~ROGRAM~~rogram, acknowledging that SDRMA acts solely in an administrative capacity and does not establish Program terms.

NOW THEREFORE, SDRMA and ENTITY agree as follows:

1. DEFINITIONS. For purposes of this MEMORANDUM, unless the context otherwise requires, the following terms when capitalized have the respective meanings set out below and are applicable to the singular as well as to the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms.

a. "Committee" means the PRISM Health Committee and/or PRISM Employee Benefits Committee for the Program.

b. "Coverage Documents" means, *except as otherwise* provided herein, *coverage* documents from each carrier outlining the coverage provided, including terms and conditions of coverage, are controlling with respect to the coverage of the Program and will be provided by SDRMA to each ENTITY. Documents will be made available through the online SDRMA Portal *and be accessible to approved* users of the ENTITY.

c. "Program Participation Agreement" means the agreement issued by PRISM/AUS Underwriting to the Entity that details the final terms of acceptance and any special exceptions or terms that have been made a part of the underwriting approval and is required to be

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completed and executed in order to constitute full acceptance as a member of the PRISM Small Group Program.

d. "Program" or "PRISM" means the Public Risk Innovation, Solutions and Management (PRISM) Health and/or Employee Benefits Small Group Program.

e. "Program Documents" means the following: SDRMA Program Administrative Guidelines, SDRMA Resolution, Program Underwriting application and any required underwriting documents, Program approval, Program Underwriting & Eligibility Rules and Program Participation Agreement.

~~1~~2. PURPOSE. ENTITY is signatory to this MEMORANDUM for the ~~express~~ sole purpose of enrolling in the Program~~ROGRAM~~.

~~2~~3. ENTRY INTO PROGRAM. ENTITY shall ~~enroll~~ apply for participation in the Program~~ROGRAM~~ by ~~making application through~~ executing and all forms prescribed by SDRMA. ~~-~~SDRMA shall submit the completed forms to ~~which shall be subject to approval by~~ the Program~~ROGRAM~~'s Underwriter who has the authority to accept or reject Entity's application in its sole discretion based on the Program's ~~and~~ governing documents and in accordance with the Program's~~applicable~~ eligibility guidelines.

~~3~~4. MAINTENANCE OF EFFORT. Program ~~ROGRAM~~ ~~is designed to provide an alternative~~ provides health benefits ~~solution~~ to all ~~participants~~ active employees, retired employees, dependents of an active or retired employee and public officials of the ENTITY who satisfy requirements for participation. ~~of the ENTITY including active employees, retired employees (optional), dependents (optional) and public officials (optional).~~ ENTITY public officials may participate in the Program~~ROGRAM~~ only if they are currently being covered and their own ENTITY's enabling act, plans and policies allow it. ENTITY must contribute at least the minimum percentage required by the eligibility requirements

~~4~~5. PREMIUMS. ENTITY ~~understands~~ agrees and acknowledges that premiums and rates for the Program ~~ROGRAM~~ are set by the ~~COMMITTEE~~Committee and that SDRMA's Administrative Fee is set by SDRMA For each billing cycle,. ENTITY will remit the total monthly ~~premiums based upon rates established~~ amount billed by SDRMAfor each category of participants and the census of covered employees, public officials, dependents and retirees. PREMIUMs are based on a full month, and there are no partial months or prorated PREMIUMs. Enrollment for mid-year qualifying events and termination of coverage will be made in accordance with the SDRMA Program Administrative Guidelines.

~~Rates for the ENTITY and each category of participant will be determined by the COMMITTEE designated for the PROGRAM based upon advice from its consultants and/or a consulting Benefits Actuary and insurance carriers. In addition, SDRMA adds an administrative fee to premiums and rates for costs associated with administering the PROGRAM. Rates may vary depending upon factors including, but not limited to, demographic characteristics, loss experience of all public entities participating in the PROGRAM and differences in benefits provided (plan design), if any.~~

~~SDRMA will administrate a billing to ENTITY each month, with payments due by the date specified by SDRMA. Payments received after the specified date will accrue penalties up to and including termination from the PROGRAM. Premiums are based on a full month, and there are no partial months or prorated premiums. Enrollment for mid-year qualifying events and termination of coverage will be made in accordance with the SDRMA Program Administrative Guidelines~~.

Late Payment Penalties. ENTITY shall pay all PREMIUM invoices as billed to SDRMA, regardless of any changes to eligibility or adjustments to PREMIUMS that may occur during the billing month and not reflected in the PREMIUM invoice. SDRMA shall issue PREMIUM invoices to ENTITY prior to the coverage month in which they are due. PREMIUM invoices are due by the due date stated on the invoice and considered delinquent thirty (30) calendar days from the due date. In addition to the outstanding balance due for any unpaid invoice, ENTITY shall be liable to SDRMA for a late payment penalty of 1% of the outstanding balance of any unpaid portion of such invoice effective (30) calendar days after the invoice due date. SDRMA reserves the right to terminate the MEMORANDUM and ENTITY'S Participation Agreement, including immediate cessation of all services under the Program, any time after it provides written notice to ENTITY of its failure to pay the amount due of any invoice.

~~5~~6. BENEFITS. Benefits provided to ENTITY participants shall be as set forth in ENTITY's Plan Summary for the Program ~~ROGRAM~~ and as agreed upon between the ENTITY and its recognized employee organizations as applicable. Not all plan offerings will be available to ENTITY, and plans requested by ENTITY must be submitted to Program~~ROGRAM~~ underwriter for approval.

6. ~~COVERAGE DOCUMENTS. Except as otherwise provided herein, coverage documents from each carrier outlining the coverage provided, including terms and conditions of coverage, are controlling with respect to the coverage of the PROGRAM and will be provided by SDRMA to each ENTITY. SDRMA will provide each ENTITY with additional documentation, defined as the SDRMA Program Administrative Guidelines which provide further details on administration of the PROGRAM.~~

7. ~~PROGRAM FUNDING. It is the intent of this MEMORANDUM to provide for a fully funded PROGRAM by any or all of the following: pooling risk; purchasing individual stop loss~~

~~coverage to protect the pool from large claims; and purchasing aggregate stop loss coverage.~~

~~8. ASSESSMENTS. Should the PROGRAM not be adequately funded for any reason, pro-rata assessments to the ENTITY may be utilized to ensure the approved funding level for applicable policy periods. Any assessments which are deemed necessary to ensure approved funding levels shall be made upon the determination and approval of the COMMITTEE in accordance with the following:~~

~~a. Assessments/dividends will be used sparingly. Generally, any over/under funding will be factored into renewal rates.~~

~~b. If a dividend/assessment is declared, allocation will be based upon each ENTITY's proportional share of total premiums paid for the preceding 3 years. An ENTITY must be a current participant to receive a dividend, except upon termination of the PROGRAM and distribution of assets.~~

~~c. ENTITY will be liable for assessments for 12 months following withdrawal from the PROGRAM.~~

~~d. Fund equity will be evaluated on a total PROGRAM-wide basis as opposed to each year standing on its own.~~

7. ASSESSMENTS AND DIVIDENDS. The Program annual premium, as approved by the Committee will be established at a level which is anticipated to provide adequate overall funding. The Program will directly manage surpluses and deficits. Premiums are targeted to fund expected claims (including incurred-but-not-reported (IBNR) and run-out), reinsurance (if any), Program/administrative expenses, and any reserve or margin adopted by the Committee.

If Program funds are insufficient (including funding IBNR), the Committee may impose premium assessments on all applicable participating Entities, consistent with the JPA, including ENTITY signing this MEMORANDUM. Entities that have withdrawn from the Program are liable for assessments attributable to plan year(s) in which they participated.

After appropriate reserves and obligations are funded and any Committee-approved margin is achieved, the Committee may declare a dividend or premium credit, using a formula recommended by the Program Underwriters and actuary.

~~9~~8. WITHDRAWAL. ENTITY may withdraw from this MEMORANDUM and terminate its Program Participation Agreement for a subsequent calendar year subject to the following condition: ~~ENTITY shall notify SDRMA and the PROGRAM in writing of its~~

~~intent to withdraw at least 90 days prior to their requested withdrawal date~~. ENTITY shall notify SDRMA in writing of its intent to withdraw from this MEMORANDUM and terminate its Program Participation Agreement at least 120 days prior to January 1st of the subsequent calendar year in which it shall be effective . No withdrawal shall become effective until December 31 of the year that notice of termination is received. ENTITY may rescind its notice of intent to withdraw and terminate no later than October 1st.ENTITY may rescind its notice of intent to withdraw. ENTITY may rescind its notice of intent to withdraw and terminate no later than October 1st. Once ENTITY withdraws from the Program~~ROGRAM~~, there is a 3-year waiting period to come back into the Program~~ROGRAM~~, and the ENTITY will be subject to underwriting approval ~~again~~.

~~10. LIAISON WITH SDRMA. Each ENTITY shall maintain staff to act as liaison with SDRMA and between the ENTITY and SDRMA's designated PROGRAM representative.~~

9. ARBITRATION OF DISPUTES. To the extent permitted by law, all controversies between the ENTITY and SDRMA that may arise out of or relate to any of the services provided by SDRMA under the MEMORANDUM, or the construction, performance or breach of this or any other agreement between the ENTITY and SDRMA, whether entered into prior to, on or subsequent to the date hereof, shall be settled by binding arbitration in the City of Sacramento, California, under the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) shall be final, and may be entered into any court having jurisdiction.

~~11~~10. GOVERNING LAW. This MEMORANDUM shall be governed in accordance with the laws of the State of California.

~~12~~11. VENUE. Venue for any dispute or enforcement shall be in the City of Sacramento, California.

~~13~~12. ATTORNEY FEES. The prevailing party in any dispute shall be entitled to an award of reasonable attorney fees.

~~14.~~13. COMPLETE AGREEMENT. This MEMORANDUM together with the related Program~~ROGRAM documents~~ Documents constitutes the full and complete agreement of the ENTITY.

~~15~~14. SEVERABILITY. Should any provision of this MEMORANDUM be judicially determined to be void or unenforceable, such determination shall not affect any remaining provision.

~~16~~15. AMENDMENT OF MEMORANDUM; WAIVER. This MEMORANDUM may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of SDRMA and ENTITY. The failure of either Party to enforce at any time any provision of the MEMORANDUM shall not be construed to be a waiver of such provision, nor in any way to affect the validity of the MEMORANDUM or the

right of either party thereafter to enforce each and every such provision.~~may be amended by the SDRMA Board of Directors and such amendments are subject to approval of ENTITY's designated representative, or alternate, who shall have authority to execute this MEMORANDUM.~~ ~~Any~~ If ENTITY ~~who~~ fails or refuses to execute an amendment to this MEMORANDUM ~~–~~by the deadline included in written notice of SDRMA'S execution of said amendment, SDRMA reserves the right to terminate ~~shall be deemed to have withdrawn~~ this MEMORANDUM and ENTITY'S Program Participation Agreement ~~from the PROGRAM~~ effective as of ~~on~~ the next annual renewal date.

~~17~~16. EFFECTIVE DATE. This MEMORANDUM shall become effective on the later of the first date of coverage for the ENTITY or the last date of signing of this MEMORANDUM by the Chief Executive Officer or Board President of SDRMA and the authorized person for the ENTITY.

~~18~~17. EXECUTION IN COUNTERPARTS. This MEMORANDUM may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

In Witness Whereof, the undersigned have executed the MEMORANDUM as of the date set forth below.

Dated: _____ By: _____

Special District Risk
Management Authority

Dated: _____ By: _____

~~Agency~~ ENTITY Name

Agenda Item No. 4c

Agenda Report

TO:	CCCSWA BOARD OF DIRECTORS
FROM:	JUDITH SILVER, SENIOR PROGRAM MANAGER JENNIFER FAUGHT, PROGRAM MANAGER
DATE:	OCTOBER 22, 2026
SUBJECT:	**AMENDED AND RESTATED ADDENDUM TO SB 1383 MEMORANDUM OF UNDERSTANDING WITH COUNTY FOR CONVEYANCE OF AN ADDITIONAL PORTION OF CYCLE TWO SB 1383 LOCAL ASSISTANCE GRANT FUNDS**

SUMMARY

In February 2023, to clarify roles and responsibilities related to SB 1383 compliance and enforcement in portions of the County within the Authority's service area, the County and the Authority entered into a Memorandum of Understanding (MOU). The MOU also conveyed to the Authority a portion of the funds the County had received from the SB 1383 Local Assistance Grant Program.

In 2024, the County and the Authority both applied for and received a second round of SB 1383 Local Assistance Grant Program funds. The County provided the Authority with a portion of its "Cycle Two" grant funds ($60,000) to support the Authority's SB 1383 work plan, and the parties entered an Addendum to the MOU. Recently, the County agreed to provide an additional $60,000 from the Cycle Two funds to better represent a comparable share of the grant funds. An Amended and Restated Addendum to the MOU has been drafted to reflect this additional contribution of funds. The County has already reviewed, approved and signed the document.

RECOMMENDED ACTION

1. Approve, and authorize the Executive Director to execute, an Amended and Restated Addendum to the MOU with the Contra Costa County, including accepting an additional $60,000 from the County, for a total of $120,000, in Cycle #2 SB 1383 Local Assistance Grant Program funds.

DISCUSSION

The County and the Authority entered into an MOU in 2023 to set out the obligations of the parties related to the implementation of SB 1383 in the portions of unincorporated County that are within the Authority's jurisdiction. The County also agreed to provide RecycleSmart part of the SB 1383 Local Assistance Grant Program funds it had received from CalRecycle to support the Authority's SB 1383 work plan for programs such as route monitoring, edible food generator monitoring, education and outreach to generators, and enforcement planning.

The County received a second round of grant funding, conveyed a portion of it in 2024, and has again offered to convey another portion of the funds to the Authority for the same purposes. The additional $60,000 from the County provides funding to compensate for past program administration and ongoing SB 1383 compliance programs. County staff need to expend the remainder of Cycle Two grant funds before November 2, 2026.

ATTACHMENT

A. Amended and Restated Addendum to Memorandum of Understanding between Contra Costa County and CCCSWA

AMENDED AND RESTATED ADDENDUM TO MEMORANDUM OF UNDERSTANDING BETWEEN CONTRA COSTA COUNTY AND CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY REGARDING IMPLEMENTATION OF SB 1383 REGULATIONS

This Amended and Restated Addendum (the "Amended and Restated Addendum") to the Memorandum of Understanding dated February 22, 2023 (the "MOU"), by and between Contra Costa County, a political subdivision of the State of California ("County") and Central Contra Costa Solid Waste Authority, a joint powers authority established under the laws of the State of California ("Authority"), is entered into as of the Effective Date defined below, by and between County and Authority (collectively the "Parties" and individually a "Party").

RECITALS

A. On February 22, 2023, the Parties entered in the MOU to memorialize their agreement regarding Authority's SB 1383 compliance activities on behalf of County within the Authority Unincorporated Area, and County's retained responsibilities under the SB 1383 Regulations. The MOU also provided that County would share with Authority a portion of the grant funds awarded to County under CalRecycle's SB 1383 Local Assistance Grant Program – Cycle One, and defined the appropriate expenditures and administration of the shared grant funds.

B. CalRecycle's SB 1383 Local Assistance Grant Program has now awarded Cycle Two grant funds, including additional grant funds awarded to County.

C. The Parties previously entered into an Addendum to the MOU, dated April 22, 2025, whereby County provided a share of Cycle Two grant funds to Authority. County now desires to provide additional Cycle Two grant funds to Authority under similar terms and conditions.

D. Section 12 of the MOU provides that the MOU may be amended by a written instrument signed by all Parties. The Parties desire to supplement the MOU as provided herein.

NOW, THEREFORE, for valuable consideration, the Parties hereby agree as follows:

AGREEMENT

1. <u>Recitals</u>. The foregoing recitals are true and correct and hereby incorporated herein.

2. Grant Sharing – Cycle Two. County has received $459,414 from CalRecycle's SB 1383 Local Assistance Grant Program – Cycle Two ("SB 1383 Cycle Two Grant") to fund costs of SB 1383 implementation. Documents setting forth terms and conditions of the SB 1383 Cycle Two Grant are attached hereto as Exhibit C and incorporated herein by this reference. County will share the SB 1383 Cycle Two Grant with Authority in accordance with the following:

a. Payment. County has provided Authority a $60,000 share of the SB 1383 Cycle Two Grant. County will provide Authority an additional $60,000 share of the SB 1383 Cycle Two Grant within thirty (30) days after this Amended and Restated Addendum becomes effective under paragraph 5 of this Amended and Restated Addendum. Together, the two $60,000 shares of the SB 1383 Cycle Two Grant provided by County to Authority, for a total of $120,000, is hereinafter referred to as the "Cycle Two Authority Grant."

b. Expenditures.

(1) Grant Activities. The Cycle Two Authority Grant may be used to fund costs of activities described in paragraph 4 of the MOU, or other implementation and monitoring activities required to comply with the SB 1383 Regulations, only to the extent that:

(a) The cost is not an "ineligible cost" as that term is described on page C-43 through C-44 of Exhibit C;

(b) The cost is not an "indirect cost" as that term is described on page C-44 of Exhibit C;

(c) The activity to be funded takes place in the Authority Unincorporated Area, or otherwise pertains to compliance with the SB 1383 Regulations in the Authority Unincorporated Area;

(d) The activity to be funded is described in the Personnel category of the approved budget for the SB 1383 Cycle Two Grant, set forth on pages C-18 through C-19 of Exhibit C; and

(e) The activity to be funded takes place (1) after October 1, 2024, and (2) before the date of termination of the SB 1383 Cycle Two Grant, as described on page C-39 of Exhibit C.

Activities described in this subparagraph 2.b.(1) will be referred to collectively as "Cycle Two Authority Grant Activities."

(2) Supporting Documentation. Authority shall periodically and timely submit to County's Representative supporting documentation for review by CalRecycle for any and all expenditures of Cycle Two Authority Grant funds that occurred in the

period of time for which the submission is due. Supporting documentation may include but is not limited to, invoices, receipts, and records showing staff hours expended on, and compensation paid for, Cycle Two Authority Grant Activities ("Authority Expenditure Documentation"). A submission of Authority Expenditure Documentation is required for each period of time for which County is required under the SB 1383 Cycle Two Grant to submit an Expenditure Itemization Summary to CalRecycle, and due a minimum of fourteen (14) days prior to the date that County is required to submit its Expenditure Itemization summary. County's submission deadlines, and periods of time for which submissions are due, are set forth on page C-39 of Exhibit C; however, such dates are subject to change by CalRecycle. As of the Effective Date of this Amended and Restated Addendum, the periods of time for which submissions of Authority Expenditure Documentation are required under this subparagraph 2.b.(2), and the deadlines for each submission, are set forth in the table below:

Expenditure Period	**Submission Deadline***
October 1, 2024, through March 31, 2025	March 15, 2025
April 1, 2025, through September 31, 2025	September 16, 2025
October 1, 2025, through March 31, 2026	March 16, 2026
April 1, 2026, through October 31, 2026	November 2, 2026

* Authority acknowledges that the submission deadlines above precede the end of the period for which submissions are due, and that these deadlines were established to allow sufficient time for County's Representative to assemble and timely submit County's Progress Report for each period. It is the sole responsibility of Authority to schedule its Cycle Two Authority Grant expenditures in a manner that will allow Authority to submit supporting documentation for each and every expenditure of Cycle Two Authority Grant funds for the period in question.

If CalRecycle changes the periods or submission deadlines under the SB 1383 Cycle Two Grant, County will promptly notify Authority in writing of the change(s). Thereafter, Authority will submit Authority Expenditure Documentation in accordance with the revised submission schedule.

(3) In the event County is required by CalRecycle to report information regarding Cycle Two Authority Grant expenditures that is not contained in the Authority Expenditure Documentation, within thirty (30) days after the date of a written request by County's Representative, Authority will provide the requested information in the form requested.

(4) Stop Work Notice. County will promptly notify Authority in writing if a written notice to stop work is received from CalRecycle, as described on page C-34 of Exhibit C. Expenditures incurred by Authority after issuance of a stop work notice by CalRecycle may not be funded with the Cycle Two Authority Grant unless and until County specifies otherwise in writing.

c. Acknowledgements. Authority shall acknowledge CalRecycle support each time Authority publicizes, in any medium, any Cycle Two Authority Grant Activities funded by the Cycle Two Authority Grant. Authority must acknowledge CalRecycle in the same way that County is required to acknowledge CalRecycle under the terms of the SB 1383 Cycle Two Grant, as set forth on pages C-44 and C-45 of Exhibit C.

d. Approved Contractors. Authority may use Cycle Two Authority Grant funds to pay for Cycle Two Authority Grant Activities performed by Authority, or by a contractor or subcontractor to Authority ("Authority Contractor").

e. Return of Cycle Two Authority Grant Funds. Authority will promptly repay any or all Cycle Two Authority Grant funds to County if:

(1) Such funds have not been spent by Authority as of the end of the SB 1383 Cycle Two Grant term; or

(2) County provides written notice to Authority that CalRecycle has determined that such funds must be repaid.

f. Documents and Access.

(1) Commencing on the Effective Date of this Addendum and ending three (3) years after CalRecycle's approval of County's final report regarding the SB 1383 Cycle Two Grant, or three (3) years after the end of the term of the SB 1383 Cycle Two Grant, whichever is later, Authority shall maintain all records pertaining to Cycle Two Authority Grant Activities. County will promptly notify Authority in writing of any and all changes by CalRecycle to the SB 1383 Cycle Two Grant term.

(2) Commencing on the Effective Date of this Addendum and ending three (3) years after CalRecycle's approval of County's final report regarding the SB 1383 Cycle Two Grant, or three (3) years after the end of the term of the SB 1383 Cycle Two Grant, whichever is later, Authority shall allow CalRecycle and County access to all records pertaining to Cycle Two Authority Grant Activities and access to Authority staff for interviews related to Cycle Two Authority Grant Activities, during normal working hours.

(3) During normal working hours throughout the term of the SB 1383 Cycle Two Grant and for ninety (90) days thereafter, or until all issues related to Cycle Two Authority Grant Activities have been resolved, whichever is later, Authority shall provide CalRecycle and County with access to locations where Cycle Two Authority Grant Activities funded with Cycle Two Authority Grant funds are or have been performed.

3. Termination. This Amended and Restated Addendum may be terminated by mutual written consent of the Parties. Any Party may terminate this Amended and

Restated Addendum, for any reason or no reason, upon giving six (6) months' prior written notice to the other Party. Notwithstanding the foregoing, if the MOU is terminated, this Amended and Restated Addendum terminates upon termination of the MOU. Upon termination of this Amended and Restated Addendum, Authority shall have no further obligations to carry out the Responsibilities of Authority described in paragraph 4 of the MOU.

4. Miscellaneous.

a. Except as expressly set forth in this Amended and Restated Addendum, all of the terms and conditions of the MOU shall remain in full force and effect.

b. To the extent there is a conflict between the terms and conditions of this Amended and Restated Addendum and the terms and conditions of the MOU, this Amended and Restated Addendum shall control.

c. This Amended and Restated Addendum may be executed in counterparts and so executed shall constitute an agreement which shall be binding upon the Parties hereto. A photocopy of the fully executed Amended and Restated Addendum shall have the same force and effect as the original.

5. Effective Date. This Amended and Restated Addendum will take effect upon the date it is fully executed by the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Amended and Restated Addendum on the dates indicated below.

COUNTY

By: _____
John Kopchik
Conservation and Development Director

Date:_____

APPROVED AS TO FORM:

Thomas L. Geiger
County Counsel

By: _____
Deputy County Counsel

AUTHORITY

By: _____
David Krueger
Executive Director

Date:_____

APPROVED AS TO FORM:

By: _____
Deborah Miller
Legal Counsel

Attachment: Exhibit C – SB 1383 Local Assistance Grant Documentation – Cycle Two

Agenda Item No. 5a

Agenda Report

TO:	CCCSWA BOARD OF DIRECTORS
FROM:	JUDITH SILVER, SENIOR PROGRAM MANAGER ASHLEY LOUISIANA, PROGRAM MANAGER
DATE:	OCTOBER 22, 2026
SUBJECT:	**2025 CALRECYCLE ELECTRONIC ANNUAL REPORT (EAR) AND SB 1383 COMPLIANCE**

SUMMARY

On August 1, 2026, the Central Contra Costa Solid Waste Authority (Authority) submitted the 2025 Electronic Annual Report (EAR) to CalRecycle. The EAR is due on August 1 of each year and is the required method to report program metrics and information to CalRecycle to document compliance with legislative requirements including AB 939 and SB 1383.

RECOMMENDED ACTION

1. This report is for information only. No Board action is required.

DISCUSSION

The EAR demonstrates compliance with AB 939, SB 1383 and related State requirements for calendar year 2025. Tables 2-11 are excerpts from the Authority's 2025 EAR. The Authority submits the EAR on behalf of all member agencies except the County. The Authority provides the County with program information to assist County staff prepare its EAR which covers all unincorporated County areas.

AB 939 Compliance

Per AB 939, every jurisdiction in California is required to divert at least 50% of its waste each calendar year. CalRecycle measures compliance based on how many pounds per resident per day were disposed of in a landfill from each jurisdiction. Landfills and transfer stations throughout the state report to CalRecycle the tons of waste disposed from each jurisdiction. These disposal figures include unfranchised (self-haul and construction debris) as well as franchised residential and commercial tons (collected by Republic). The Authority can dispose of no more than 4.7 pounds per resident per day to be considered compliant with the 50% diversion mandate. The Authority's **per capita disposal in 2025 was 3.3 pounds**. This means that the Authority exceeded the AB 939 annual diversion requirement. Using a methodology provided by CalRecycle, staff calculates a **65% diversion equivalent rate for 2025**.

Table 1 below provides the Authority's per capita disposal amounts between 2015-2025, the current franchise period. Note that the figures below do not include the Authority's portions of unincorporated County.

Table 1
2015-2025 Disposal Target

Year	Authority Pounds Per Capita Per Day Disposal Limit	Pounds Per Capita Per Day Disposal	Total Disposal	CalRecycle Equivalent Diversion Rate	Under Limit
2015	4.7	3.6	115,638	62%	Yes
2016	4.7	3.7	118,105	61%	Yes
2017	4.7	3.7	120.096	61%	Yes
2018	4.7	3.7	118,865	60%	Yes
2019	4.7	3.5	109,156	64%	Yes
2020	4.7	3.5	111,440	63%	Yes
2021	4.7	3.3	106,654	65%	Yes
2022	4.7	3.5	112,195	63%	Yes
2023	4.7	3.4	108,273	64%	Yes
2024	4.7	3.3	104,952	65%	Yes
2025	4.7	3.3	104,483	65%	Yes

CalRecycle implemented a new disposal reporting system in the middle of 2019. With the new system, staff saw a notable reduction in disposal between 2018 and 2019, which translates into a higher diversion equivalent rate for the Authority. Improvements in the economy due to recovery from Covid were likely responsible for the uptick in disposal in 2022; in general, disposal increases when the economy improves and vice versa. Tons disposed in 2025 were just 469 less than tons disposed in 2024, a very slim reduction in total tons disposed.

SB 1383 Compliance

The Authority has been working on compliance with SB 1383 since 2018. The Authority's Mandatory Organic Waste Disposal Reduction Ordinance (Ordinance No. 21-1) codifies SB 1383 requirements related to customers (homes and businesses) and allows the Authority to enforce compliance on behalf of the member agencies.

SB 1383 requires the Authority to provide three container collection services (organics, recycling, landfill) to all residential and commercial customers, with some exceptions. The carts must be in specific colors and have labels to help customers sort properly. The Authority has been using the required cart colors with labels since 2015 (green for organics, blue for recycling, black or gray for landfill).

The Authority may grant waivers to commercial and multifamily dwelling customers who do not generate sufficient organics, or who do not have adequate space to separate their organics. Some customers may also achieve compliance through an alternative method, such as self-hauling their organics to a diversion facility.

Table 2 below shows commercial account compliance. The compliant number includes accounts that were compliant by having organics service, by employing an alternative method or by having a waiver granted by the Authority. Total waivers granted are shown in **Table 4**.

Table 2
2025 Commercial Compliance

Member Agency	Total Commercial Accounts	Compliant	Non-Compliant	% Compliant
Danville	332	332	0	100%
Lafayette	284	284	0	100%
Moraga	130	130	0	100%
Orinda	108	108	0	100%
Walnut Creek	834	834	0	99%
County	207	207	0	100%
Total	**1,895**	**1,895**	**0**	**100%**

Table 3 below shows multifamily complexes with 5 units or more. The compliant number includes accounts that were compliant by having organics service or by having a waiver granted by the Authority.

Table 3
2025 Multifamily Compliance

Member Agency	Total Multifamily Accounts	Compliant	Non - Compliant	% Compliant
Danville	24	24	0	100%
Lafayette	67	67	0	100 %
Moraga	43	43	0	100%
Orinda	4	4	0	100 %
Walnut Creek	224	224	0	100%
County	59	59	0	100%
Total	**421**	**421**	**0**	**100%**

SB 1383 Waivers Issued by RecycleSmart. Below are the number of commercial and multifamily accounts that were granted a waiver from organics service due to insufficient space for three separate carts/bins or due to de minimis organics generation (not having a significant amount of organics).

Businesses may request a waiver directly through the Authority's website, or Republic Services' Sustainability Advisors can recommend accounts that should be considered for a waiver. Only the Authority can approve a waiver. In cases where a waiver is denied, organics service is established by delivery of carts or bins.

The number of waivers fluctuates annually. Accounts open and close. In addition, some accounts initially issued a waiver have established service; in such cases, the waiver was revoked.

An SB 1383 waiver is valid for five years. Most of the waivers in the service area were issued in 2023. Therefore, in 2028, the Authority will need to revisit the accounts with waivers to determine if it is still reasonable to reissue a waiver for five more years.

Table 4
Commercial and Multifamily
Account Waivers Issued by the Authority as of December 31, 2025

Member Agency	De Minimis Organics Generation	Inadequate Physical Space	Total
City of Lafayette – Commercial	**61**	**–**	**61**
City of Orinda – Commercial	**22**	**–**	**22**
City of Walnut Creek – Commercial	**302**	**2**	**304**
Contra Costa County - Commercial	**50**	**1**	**51**
- Multifamily	**–**	**1**	**1**
Town of Danville – Commercial	**90**	**4**	**94**
Town of Moraga – Commercial	**33**	**–**	**33**
Total	**558**	**8**	**566**

Single Family Compliance

Every single-family account is provided with three containers (organics, recycling, landfill). **Table 5** below shows the number of single-family accounts by member agency. Single-family accounts are not eligible for a waiver.

Table 5
2025 Single-Family Compliance

Member Agency	Total Single-family Accounts	Non - Compliant	% Compliant
Danville	15,606	0	100%
Lafayette	8,340	0	100%
Moraga	4,892	0	100%
Orinda	6,898	0	100%
Walnut Creek	16,069	0	100%
County	16,163	0	100%
Total	**67,968**	**0**	**100%**

Contamination Route Reviews

SB 1383 requires each jurisdiction to review each of its collection routes once annually. RecycleSmart has 71 routes (excluding debris box routes). These 71 routes include all materials (solid waste, recyclables, organics, commercial food scraps) and all sectors (single-family, multifamily, commercial).

A route review involves selecting a random sample of accounts on each route and auditing the cart/bin contents to determine if the materials inside were properly separated by the generator (customer). SB 1383 requires that the Authority inform customers if a cart/bin review finds materials in a cart that were not properly sorted. The Authority contracted with SCS Engineers (SCS) to conduct the 2025 Route Reviews. The Authority also contracted with Zabble, Inc., a Walnut Creek-based software firm, to provide AI assistance in the field, which improves accuracy and speed.

The Authority provided SCS with "Oops" tags to leave on residential containers with improperly sorted contents, and "Great Job" tags to leave on containers with properly sorted contents. A single-family account could receive up to three tags, one for each type of container.

Based on previous experience, staff determined that outreach tags left on commercial and multifamily containers were unlikely to reach the responsible party who could impact behavior change. Therefore, at the conclusion of the route reviews, in-person outreach was conducted at commercial and multifamily accounts that were identified as having greater than 50% contamination. In addition to in-person technical assistance, SCS used phone calls, emails and letters to provide feedback. Follow-up communication is documented in Recyclist, the software used to track technical assistance and outreach to commercial and multifamily accounts by Republic Services. An example follow-up letter is attached as **Attachment A.**

Table 6 below shows the number of containers audited, including single-family, multifamily, and commercial containers. The selected accounts are based on the percentage of the total population of each agency and the target number of accounts per route (25). The instances of "Contamination Outreach" listed below includes "Oops" tags left at single-family accounts plus other modes of follow up communication targeted to commercial and multifamily accounts.

Table 6
2025 Route Reviews

Member Agency	Containers Audited	Contamination Outreach	Great Job Tags	Empty	Not Set Out (SFD)	Unable to Inspect (COM)
Danville	367	186	91	27	25	10
Lafayette	304	130	85	21	12	10
Moraga	152	61	80	0	11	0
Orinda	79	23	47	3	3	0
County (RecycleSmart portion)	532	274	180	28	27	6
Walnut Creek	512	278	97	46	12	20
Total	**1,946**	**952**	**580**	**125**	**90**	**46**

For all customer types, "good stuff" (such as food scraps, food-soiled paper, recyclable containers) was found in the garbage stream. This suggests that there is a continuing need to educate customers and to facilitate behavior change to achieve higher diversion and proper separation by material stream. The recycling stream contained less incorrect material than the garbage stream. The main contaminants found in the recycling stream were recyclables bagged in opaque liner bags, loose film and plastic bags, expanded polystyrene ("Styrofoam®"), and paper towels.

Consistent with observations in previous years, residents continue to use their organics containers primarily for yard trimmings. Food scraps and uncoated food-soiled paper were infrequently found in single-family organics carts. The contamination found in the organics stream was mainly plastic film, plastic bags and plastic bottles. Clear plastic bags are an approved receptacle liner for commercial Food Recycling Project accounts, thus instances of plastic bag liners in those accounts were not counted as contamination.

Outreach and Education

Each year, the Authority provides all customers with required information about proper sorting, waste prevention, composting, local services and programs, and information related to public health and safety, methane reduction benefits, and the negative environmental impacts associated with the landfill disposal of organic waste. The Authority can implement these outreach requirements through electronic, print, and direct outreach.

SB 1383 regulations require the Authority to provide commercial edible food generators with annual information about their requirement to donate edible food, maintain records, and prevent food waste, as well as information on local food recovery organizations.

The regulations also require each member agency to maintain a list of food recovery organizations on each of their respective websites. The Authority has satisfied this requirement by providing content for each Member Agency website:

Moraga – https://www.moraga.ca.us/520/Recycling-Organics-and-Landfill-Service

Lafayette – https://www.lovelafayette.org/why-lafayette/green-lafayette/recycling-organics-landfill-service

Danville – https://www.danville.ca.gov/671/Residential-Garbage-Recycling

Walnut Creek – https://www.walnutcreekca.gov/government/departments/e-c-o-sustainability/reduce-waste

Orinda – https://www.cityoforinda.org/462/Waste-Services

Contra Costa County (does not have a dedicated RecycleSmart page but does have food recovery information. RecycleSmart links to the County page for the required list of Food Recovery Organizations.) https://www.cccrecycle.org/230/Food-Recovery

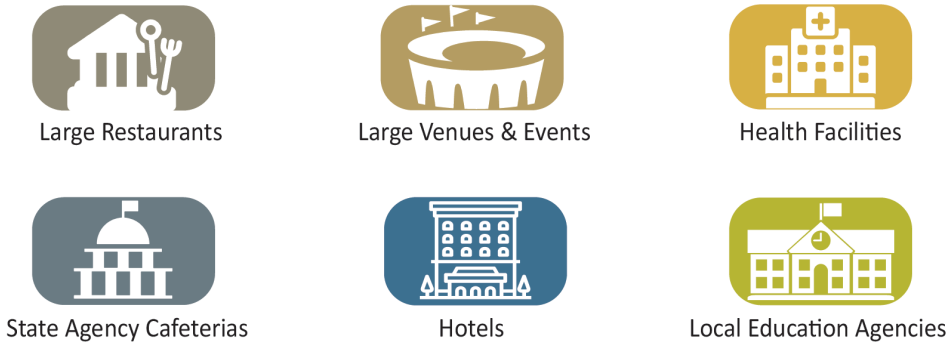
Other forms of outreach recognized by SB 1383 include the Authority website, (RecycleSmart.org), the quarterly residential newsletter, service guides, labels and posters, direct mailers, videos, brochures, truck signs, local print advertising, paid advertising, social media, Member Agency outreach, community events, presentations to community groups, direct outreach provided by Republic Services and Mt. Diablo Resource Recovery, and in-person technical assistance provided by the Sustainability Advisors.

Edible Food Recovery

The Authority is required to maintain a list of Tier 1 and Tier 2 Commercial Edible Food Generators, provide outreach and education annually as described above, monitor compliance, and increase food recovery capacity and access to edible food recovery organizations (in coordination with Contra Costa County).

In 2025, the Authority had 28 Tier 1 and 32 Tier 2 generators. Tier 1 generator requirements began in 2022 and Tier 2 generator requirements, as well as enforcement for all generators, began January 1, 2024.

Tier 1 (2022) Commercial Edible Food Generators include:



Tier 2 (2024) Commercial Edible Food Generators include:

CalRecycle has stated that jurisdictions must provide outreach and education to Tier 2 school districts and inspect them, then report that information to CalRecycle to conduct enforcement when necessary.

The Authority contracts with Contra Costa Health Services (CCHS) to conduct Tier 1 and Tier 2 inspections (local education agencies are handled separately by the Authority's schools program consultant). SB 1383 does not prescribe a certain number of inspections to be conducted each year but rather allows the Authority to manage the inspection process to determine general compliance throughout each jurisdiction.

Table 7 below shows the number of Tier 1 and Tier 2 Commercial Edible Food Generator inspections and associated Notices of Violation (NOVs) issued by CCHS on the Authority's behalf in 2025. NOV's may include compliance issues such as contamination, container labels, training, and record keeping. NOV's do not necessarily mean the generator is not donating food. All 2025 NOV's have been resolved with no penalties issued.

Table 7
2025 Tier 1 & 2 Commercial Edible Food Generator Inspections and Notices of Violation

Member Agency	T1 Inspections	T2 Inspections	Notices of Violation
Danville	1	0	0
Lafayette	0	0	0
Moraga	0	2	2

Member Agency	T1 Inspections	T2 Inspections	Notices of Violation
Orinda	0	1	1
Walnut Creek	0	16	9
County*			
Total	1	19	12

*Unincorporated County inspections are not reported in the Authority EAR.

Water Efficient Landscape Ordinance (WELO) Compliance

SB 1383 requires every jurisdiction to adopt a Water Efficient Landscape Ordinance (WELO). Each member agency has fulfilled this obligation. **Table 8** below shows the total completed projects covered under a WELO in 2025. The County reports this information to CalRecycle separately.

Table 8
2025 Covered Projects
Water Efficient Landscape Ordinance

Member Agency	Number of completed WELO projects
Danville	16
Lafayette	1
Moraga	0
Orinda	1
Walnut Creek	0
Total	17

CalGreen Construction & Demolition (C&D) Debris Compliance

SB 1383 requires each jurisdiction to report on the number of covered construction and demolition (C&D) projects conducted that comply with CalGreen. CalGreen requires that covered projects demonstrate a 65% construction and demolition debris recovery rate on projects that exceed a certain size or cost threshold[1]. See **Table 9** below for the number of covered projects completed in 2025 and the diversion % (reuse and recycling) of the completed projects. The Authority uses Green Halo C&D tracking software to manage this information. The County reports this to the state separately.

[1] The California Green Building Standards code minimum threshold for covered residential projects is all additions or alterations of existing buildings where the addition or alteration increases the building's conditioned area, volume, or size. For commercial: the minimum threshold is additions and alterations whenever a permit is required.

Table 9
2025 Covered Projects - Construction & Demolition Ordinance

Member Agency	Number of C&D Projects conducted in compliance with CALGreen	% Diversion
Danville	122	85%
Lafayette	221	85%
Moraga	195	88%
Orinda	283	88%
Walnut Creek	1,049	95%
County	274	90%
Total	**2,144**	

Organic Waste Product Procurement

In order to create demand for finished products derived from organic waste, SB 1383 requires each jurisdiction to procure (or have a "direct service provider" procure) a certain quantity of finished organic product (compost, mulch, renewable natural gas, and/or electricity from biomass). The SB 1383 regulations procurement target is 0.08 tons per year per resident of recovered organic waste product within every jurisdiction.

The Authority was able to help the member agencies achieve – and exceed – their targets through partnerships with Republic and the Forward Compost Facility, EBMUD and through annual compost giveaways and the free compost hub located at Heather Farm Park in Walnut Creek. **Table 10 and Table 11** provide additional details. **Table 10** portrays the procurement target established by the SB 1383 regulations; **Table 11** displays the various ways that finished organics products were procured. For the electricity from renewable gas, the total is apportioned based on the number of Food Recycling Project accounts in each member agency. Tons and cubic yards of compost are apportioned based on population; 100 % of the procurement achieved through the Walnut Creek compost hub is allocated to the City of Walnut Creek.

Table 10
2025 Recovered Organic Waste Procurement Target

Member Agency	Procurement Target	2025 Reported Procurement
Danville	3,512	3, 797
Lafayette	2,029	2, 209
Moraga	1,346	1,447
Orinda	1,526	1,623
Walnut Creek	5,705	6,737

Table 11
2025 Organic Waste Product Procurement by Source

Member Agency	Electricity from renewable gas (kWh) (EBMUD)	Compost (cubic yards) from two Compost Giveaways events + Walnut Creek Compost Hub	Compost (tons) sold to Agriculture from the Forward Compost Facility
Danville	63,928	30	2,037
Lafayette	40,805	17	1,177
Moraga	22,669	12	780
Orinda	21,309	13	885
Walnut Creek	152,794	580	3,309
County[2]	33,907	70	2,640

Implementation Record

SB 1383 requires jurisdictions to maintain an Implementation Record (IR) that keeps track of all records required by SB 1383 and makes those records available to CalRecycle upon request within ten business days. Staff created a Sharepoint site to enable CalRecycle's Jurisdiction and Agency Compliance and Enforcement (JACE) staff to review the Authority's IR remotely. The regulations enable JACE to audit the IR every four-year cycle. The Authority was informed that JACE may reach out in 2026 to begin the audit process. The Authority maintains the IR on behalf of the member agencies and provides information to the County on a regular basis for its own IR. The member agency staff liaisons have access to the IR to upload their own jurisdiction paper procurement records.

2026 Enforcement Updates

While all commercial and multifamily accounts required to have service do have service, we know from route reviews, the waste characterization study, and site visits that more training and behavior change is necessary to improve participation and proper sorting to meet the goals of SB 1383. SB 1383 mandates that jurisdictions issue Notices of Violation (NOV) at commercial and multifamily accounts for lack of organics service and for a variety of other infractions. Some of the infractions are listed below (not including those related to edible food recovery):

- not providing access for inspections,
- not placing recycling and organics receptacles adjacent to all trash receptacles,
- not providing annual education to tenants, and
- contaminating the trash, recycling and organics streams by placing items in the wrong cart.

[2] The county's information is based on the population of unincorporated residents (56,906) within the Authority service area only.

If a NOV is issued, the account has 60 days to correct the deficiency, or they can be issued a citation. To date, no NOVs have been issued. It is the Authority's intent to begin issuing some NOVs (and resolve them) by the close of 2026, as required by SB 1383 for non-compliance infractions.

The Republic Service Sustainability Advisors are required by the current franchise to visit each commercial and multifamily account each year. As of July 1, 2026, the Advisors now carry SB 1383 enforcement related collateral developed by Authority staff and reviewed by CalRecycle to help commercial and multifamily accounts understand their SB 1383 obligations and the NOV process. Please refer to **Attachments B** (SB 1383 checklist) and **Attachment C** (SB 1383 carry letter).

If, after three attempts, the Sustainability Advisor is unable to access the property to conduct a site assessment or, if they use the checklist and find the account to be out of compliance, the account is referred to the Authority for further action. In addition, the public (anonymously, if they wish) may submit a complaint directly to the Authority using our website.

Below are three examples of accounts that were escalated to the Authority.

- **Multifamily housing complex (public complaint, anonymous).** The Authority was alerted that this low-income, 70-unit, multi-floor complex for seniors was not providing green carts for the recovery of food scraps and uncoated food soiled paper. Staff and Republic Services communicated with the property manager, delivered new interior green carts, trained the (new) facility personnel and conducted an educational training (including donuts!) with the tenants.

- **Restaurants 1 and 2, (Republic Services referrals).** After multiple attempts to communicate with restaurant management, Republic Services referred the account to the Authority. At about the same time, the owner opened a second restaurant. The Authority hired a translator to provide training and guidance in Mandarin to explain how to separate food scraps, recyclables and trash. This was followed by multiple unannounced visits by both Authority and Republic Services staff to both locations in addition to service level adjustments and delivery of more interior containers and signage to meet the demands of the restaurants. We will continue to visit to ensure compliance while providing feedback and support.

- **Restaurant 3 (public complaint).** The Authority received a complaint from a patron of a pizzeria located in our service area. There was no option for the public to discard food scraps in the dining area in the front of the restaurant. The pizzeria is one of many fast-casual restaurants located in a shopping mall. All the eateries have kitchen organics, recycling and trash service; the mall subscribes to the Food Recycling Project (FRP). The focus of the FRP is to capture clean food scraps with little food packaging to comply with EBMUD's strict quality requirements. The program was conceived in 2010, long before SB 1383. However, now, to be SB 1383 compliant, the restaurant needs to provide public facing options for all three streams in the dining area as well. After multiple site visits and communications, the restaurant installed a green receptacle for food scraps (and paper) with signage in the dining area. Republic Services provided the receptacle and signage. The contents of the green receptacles from both the dining area and the kitchen are processed at the Republic Services' Thor depackager at the Martinez Transfer Station. The Thor depackager removes close to

97% of a load's contamination before delivery to EBMUD.

This complaint illustrates a common type of non-compliance in our service area in which a restaurant has three types of collection containers (organics, recycling, landfill) from Republic in its garbage enclosure, and is sorting discards into all three categories "behind the scenes" in the kitchen, food preparation, and dishwashing areas, but does not have three types of containers available for patrons to use in the dining area, giving the impression to the public that they are not recycling or composting at all.

SB 1383 Local Assistance Grant Program, Second Funding Allocation

CalRecycle awarded the Authority $531,371 and the grant period ends November 3, 2026. The Authority expended 100% of its funds. The County applied separately and initially shared $60,000 of its grant funds with the Authority. The County recently offered an additional $60,000 of its grant funds to the Authority. These funds will support SB 1383 programs and outreach in the current 2026-2027 fiscal year. Please refer to Consent Item No. 4c.

The Authority used a portion of its grant funds to conduct a waste characterization study. Once the analysis of the March 2025 residential and self-haul trash portion of the study is complete, staff will present these findings to the Board. Grant funds also supported annual route reviews, inspections of Tier 1 and Tier 2 Commercial Edible Food Generators, in-person technical assistance to help generators maximize food donation, and general outreach and education to address contamination trends identified through the route review program. The Authority appreciates CalRecycle's SB 1383 implementation assistance.

CONCLUSION

The Authority has met and continues to significantly exceed program implementation and diversion and disposal requirements.

ATTACHMENTS

A. Follow-up Letter to Commercial Account Post Route Review
B. SB 1383 Checklist
C. SB 1383 Carry Letter

RecycleSmart
Central Contra Costa Solid Waste Authority

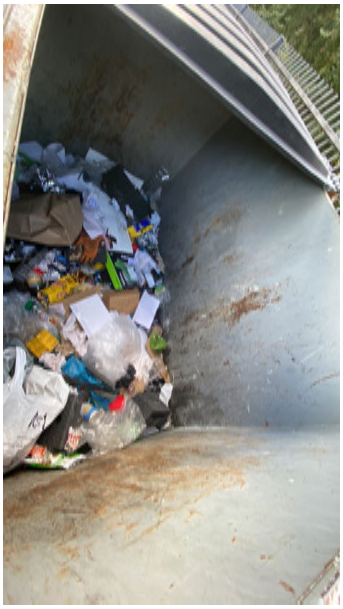
November 5, 2025

[redacted]

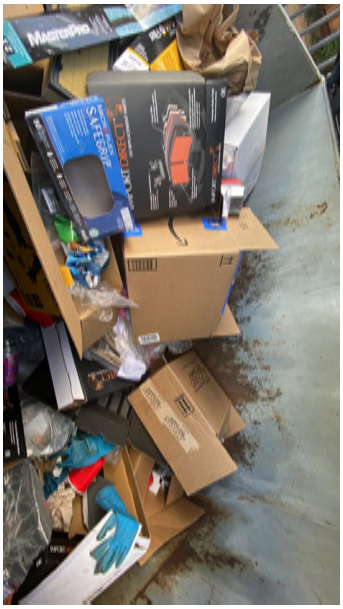
RecycleSmart was in your community recently, conducting state-required solid waste cart/bin inspections. During our inspection on October 13, 2025, we found that the following items were **incorrectly** placed in your cart/bin(s):

Photos are provided for reference but unacceptable items found during inspection may not be fully visible in all photos.

Recyclable Paper and Yard Waste in your **Landfill cart/bin:**



Snack Wrappers and Latex Gloves in your **Recycling cart/bin:**



Reminders

- Please discard **Snack Wrappers**, **Latex Gloves** in the **Landfill** cart/bin.
- Please discard **Recyclable Paper** in the **Recycling** cart/bin.
- Please discard **Yard Waste** in the **Organics** cart/bin.

California State Law SB 1383 and local ordinance 21-1 require commercial entities and all residents to properly sort materials into organics, recycling and landfill carts/bins and that managers annually educate tenants and employees about how to sort properly. Visit RecycleSmart.org/1383 and recyclesmart.org/franchise to learn more.

For free training, tools, and resources, please call a Republic Services Sustainability Advisor at (925) 671-5860 or email sustainabilityadvisors@republicservices.com They can help with:

- A site visit, cart/bin audit and service analysis
- Program guides, posters and stickers
- Employee training and links to online training videos
- Referral to local food rescue organizations and services

RecycleSmart
Authority@ReycleSmart.org
925-906-1801

RecycleSmart
Central Contra Costa Solid Waste Authority

SB 1383 Compliance Checklist

Business Name & Address: _____ Date: _____

Contact Name & Email: _____ Coordinator: _____

Indoor Recycling & Organics Bin Placement

Do all trash containers have recycling and organics containers placed next to them?

☐ Yes ☐ No ☐ Business has a waiver

Are all the containers color-coded correctly?

☐ Yes ☐ No

Do all containers have labels or signs to show which materials can and cannot go in?

☐ Yes ☐ No

Property Manager Annual Education & Training to Employees/Tenants

How is the property manager training and educating employees/tenants on organic waste recovery requirements and about proper sorting of organic waste?

☐ Commercial Services Guide - Food Recycling Project
☐ Commercial Services Guide - Commingled Commercial Organics
☐ Tote for multifamily recycling
☐ 3-gallon kitchen food scraps container
☐ Training video for businesses
☐ Training video for the Food Recycling Project
☐ Training video for multifamily complexes
☐ Move-in guide
☐ Other

Are new tenants provided with material sorting training within 14 days of move-in?

☐ Yes ☐ No ☐ Other

Republic Services Outreach & Assistance (Collateral Provided)

☐ Commercial Services Guide - Food Recycling Project
☐ Commercial Services Guide - Commingled Commercial Organics
☐ Tote for multifamily recycling
☐ 3-gallon kitchen food scraps container
☐ Container purchase Internal receptacle suggestions
☐ Labels/signs
☐ Signmaker tool www.recyclesmart.org/signmaker
☐ Training video for businesses
☐ Training video for the Food Recycling Project
☐ Training video for multifamily complexes
☐ RecycleSmart SB 1383 Compliance handout
☐ Link to recyclesmart.org for additional resources
☐ None
☐ Move-in guide
☐ Other

Business Notification and Acknowledgment

This account acknowledges that the business/multifamily account received the education and outreach materials and understands the State mandated SB 1383 requirements.

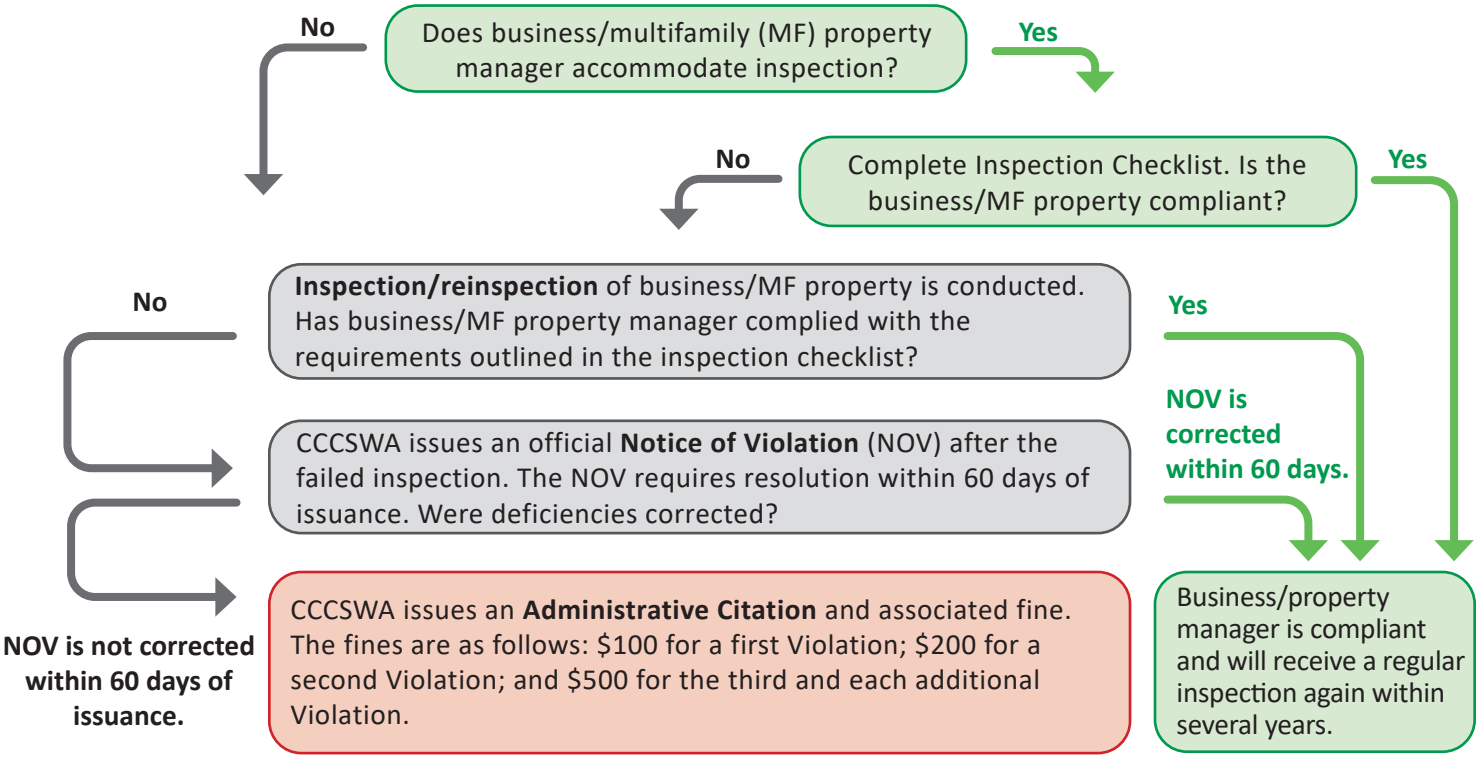
Name: _____ **Title:** _____

Signature: _____ **Date:** _____

Recycling, Organics & Landfill Program Requirements for All Commercial Entities & Multifamily Complexes

Central Contra Costa County Solid Waste Authority (CCCSWA), also known as RecycleSmart, is the local government agency that oversees solid waste management in our area. Our member agencies are the cities and towns of Danville, Lafayette, Moraga, Orinda, Walnut Creek, and Contra Costa County, covering the central County unincorporated areas. CCCSWA has designated Republic Services' Sustainability Advisors to conduct inspections of local businesses for the purpose of determining the businesses' compliance with Senate Bill 1383 (SB 1383) and CCCSWA Ordinance 21-1. **Thank you for cooperating with this mandatory inspection.**

Compliance Enforcement Process



NOVs will have more details.

Notes

Contact Us with Questions

CCCSWA/RecycleSmart Representative
(925) 906-1801
Authority@RecycleSmart.org

Republic Services Sustainability Advisor
(925) 671-5860
SustainabilityAdvisors@RepublicServices.com

See Reverse

Central Contra Costa Solid Waste Authority

Recycling and Organics

- ☐ Provide access for inspections.
- ☐ Subscribe to, and participate in, regular organics and recycling collection services with Republic Services, or
- ☐ Self/backhaul your organics and recycling: If you self/backhaul, or to request an organics service waiver, please visit the Waivers and Self/Backhaul Requirements webpage for more information and to complete a request form.

Waivers and Self/ Backhaul Requirements

Recycling & Organics Container Placement & Signage

- ☐ Arrange containers so that employees, contractors and tenants have access to an adequate number, size and location of containers.
- ☐ Provide indoor containers for organics and recycling in all areas where landfill containers are present (except in restrooms).

All outdoor and indoor containers must conform to the following:

- ☐ Color-coded bodies ***OR*** lids: Gray or black for landfill, blue for recycling, and green for organics.
- ☐ Clearly labeled with graphic images to indicate primary materials accepted and prohibited.

Contamination Monitoring

- ☐ Periodically inspect recycling and organics containers and inform employees if contamination is found.

Education and Training

- ☐ Annually provide educational information about the legal requirement to separate organics and recyclables from landfill.
- ☐ Include education on proper sorting of all three streams (organics, recycling, landfill) into the correct containers.
- ☐ For new tenants, provide this information before or within 14 days of move-in.

Educational Videos

Training videos to share with employees/tenants:

Commercial businesses: Please share video with your employees/tenants

Commercial businesses on Food Recycling Project program: Please share video with your employees

Multifamily Complexes: Please share video with your tenants

Agenda Item No. 5b

Agenda Report

TO:	CCCSWA BOARD OF DIRECTORS
FROM:	DAVID KRUEGER, EXECUTIVE DIRECTOR ASHLEY LOUISIANA, PROGRAM MANAGER JANNA MCKAY, PROGRAM MANAGER
DATE:	OCTOBER 22, 2026
SUBJECT:	**2027 FRANCHISE OUTREACH IMPLEMENTATION UPDATE**

SUMMARY

The Authority places the utmost importance on effective and accurate public education and outreach to help residents, businesses, and schools fully understand options for, and benefits of, source reduction, reuse, recycling, composting, and compliance. The Authority is transitioning from including most of the outreach and education in the Franchise Agreements to in-house staff management. This report provides an update on the Authority's 2027 franchise outreach implementation plan as contracts for new services begin March 1, 2027.

RECOMMENDED ACTION

1. This report is for information and discussion only. No Board action is required.

DISCUSSION

Annual outreach and education include print, electronic, and video media, as well as physical tools such as the residential kitchen food scraps container and multifamily reusable recycling tote bag. **Attachment A** provides an overview of typical outreach and tools the Authority included in the franchise agreements with Republic Services and Mt. Diablo Resource Recovery (MDRR).

The Board approved outreach and education budget for Fiscal Year 2026-2027 is **$830,000.** This is an increase of about **$326,000** to cover outreach that has been included in the franchise agreement since 2015 and new outreach for the implementation of new services beginning March 1, 2027. Almost half of the total outreach and education budget is the RecycleSmart quarterly residential newsletter (mailed to single-family homes and multifamily tenants) that costs **$400,000**. The FY 2027-2028 outreach and education budget will be about **$1,300,000** as the Authority begins to implement a full year of new outreach that is transitioning out of the franchise and managed by staff in-house. These are the best estimates for the budget that staff could obtain working with Republic Services and MDRR. These costs may change as staff begin to implement new outreach, programs,

and services. The budget also includes about **$50,000** for unknown outreach needs related to the implementation of new services.

Staff is working with Republic Services to stock up on posters, stickers, food scraps containers, multifamily reusable recycling totes, and updating annual service guides that will be mailed to all customers in February 2027 prior to the conclusion of the current franchise to conserve Authority funds in the first implementation year.

Staff from the Authority, Republic Services, MDRR, and Recology all met in person in September to discuss outreach, acceptable recyclables, new services, and franchise planning to ensure all parties can provide transparent and cohesive information to customers in the Authority service area beginning in 2027. Authority staff also meet with Republic Services frequently for planning purposes and we update a franchise implementation tracking tool developed by HF&H consultants to ensure all requirements and deadlines for the 2027 franchise are met.

Provided below are significant outreach and education activities for the Board to be aware of and provide input on as staff works with our franchise partners on a successful transition of new services.

Customers with a Service Day Change

Republic Services estimates that about **30%** of single-family homes will experience a service day change effective March 1, 2027. This is due to route optimization and the addition of new routes to improve service. Commercial and multifamily accounts will not experience a significant impact on their service day (less than 5%). **The table below provides the approximate number of customers in each jurisdiction that will be impacted by a service day change March 1, 2027.** Danville has the highest number of impacted customers because Republic is evening out the service load per day, and lightening service on Monday and Friday to provide for some flex on variable staff days.

Jurisdiction	# of Customers Impacted by Service Day Change
County	3,535
Danville	11,961
Lafayette	2,427
Moraga	871
Orinda	870
Walnut Creek	4,798
Total	**24,462**

Staff initiated a planning meeting with the RecycleSmart newsletter design firm to discuss strategy and timing for alerting customers of new services and day change information. It was determined that providing the following information before February 2027 could be too early and risk being forgotten. A February outreach campaign for service day change information is recommended.

The Authority will work with Republic Services and the member jurisdictions to implement the following outreach to ensure single-family home residents are aware of their service day change, if impacted, in advance. Staff will continue to contact jurisdiction PIO's for any creative outreach ideas to reach community members.

February 2027 Outreach to Customers with Service Day Change:

- RecycleSmart residential newsletter feature that some customers may experience a service day change. Provide QR Code/link for residents to use online look-up tool to verify by address and potentially provide a map.
- Republic postcard #1 first week of February to affected customers
- Republic postcard #2 last week of February to affected customers
- Republic email blast to affected customers (customers who have opted into email)
- Republic phone blast/text to affected customers:
    - call #1 – after last old collection day
    - call #2 – before first new collection day
    - call #3 – before second new collection day
- RecycleSmart social media (Facebook, Instagram, Nextdoor). Provide QR Code/link for residents to use online look-up tool to verify by address and potentially provide a map.
- RecycleSmart will provide graphics and content for jurisdictions to share through their e-newsletter, social media, etc. Provide QR Code/link for residents to use online look-up tool to verify by address and potentially a map.

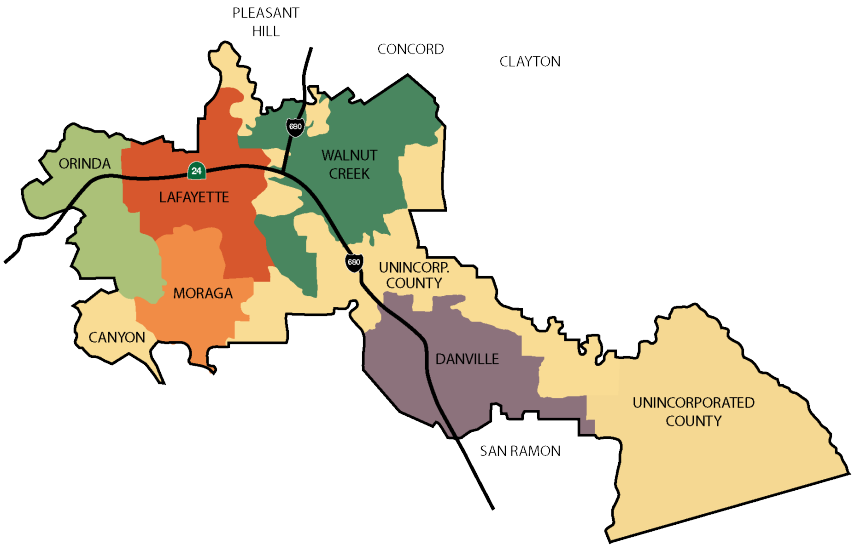
<u>Community of Canyon</u>

Authority staff, County staff, and Republic Services have been planning for new service rollouts in the unincorporated community of Canyon and attended a Canyon community meeting in Fall 2025 to introduce Authority staff and discuss new services. Information has been continuously provided to the Canyon Community Liaison, and staff will be attending a second community meeting on November 8 to provide an update to residents.

Currently, Canyon residents only have a black landfill cart at home, and recycling is provided at a central community location in large, shared bins. Beginning March 1, 2027, Canyon residents will have the option to add a blue recycling cart and/or a green organics cart to their "curbside" services for the first time. The communal recycling bins will remain on site for community use as well, and Republic Services will add a communal organics bin with lock for community use. Essentially, as services transition, residents will be able to use both curbside services and the communal services to allow for a smooth transition.

Staff developed a Canyon customer survey with input from the County and Republic Services to provide the opportunity for Canyon residents to sign up for "curbside" recycling and organics carts. A postcard (**Attachment B**) will be mailed to Canyon customers in early November 2026 to request their participation in this survey to sign up for new curbside service (recycling and organics carts) by December 31, 2026. Republic Services and Authority staff will evaluate all responses and communicate with Canyon customers prior to services rolling out. There may be space constraints where some residents may not have space for new recycling and organics carts and will need to continue using the communal bins.

Provided below is the new Authority service area map including the unincorporated community of Canyon that will be updated on RecycleSmart.org.



New Republic Services Customer Service Phone Number

The 2027 franchise requires Republic Services to use a new, transferrable customer service phone number that remains the property of the Authority, for Authority use, if Republic Services is not awarded the franchise in the future. Republic Services has provided a new phone number. The phone number is not provided in this report to reduce any potential confusion with the current customer service phone number. The current Republic Services customer service phone number, (925) 685-4711, will remain in use through the conclusion of the 2027 franchise for Republic's franchised jurisdictions that are not in the Authority service area. If Authority customers call this number, they will still be able to reach a Customer Service Representative. Staff is in the process of updating outreach materials and the RecycleSmart.org website. Republic and MDRR are also looking into the feasibility of transferring calls directly to each other so that if a customer calls the wrong company to request a service, the customer doesn't have to hang up and dial another number.

Changes to Acceptable Recyclables

The beginning of the new franchise represents an ideal opportunity to update Authority outreach messages to increase public transparency and align with current market conditions. Over the past decade or so, there has been a shift in messaging within the industry from "we'll do the sorting for

you" to "reduce contamination" and "not all plastics are recyclable," which was accelerated by changes in global recyclables export markets in 2018 ("China National Sword"). In addition, legislation such as SB 54 and SB 343 has brought even more attention to the issue of truth in labeling and the production and sale of products and packaging that can be recycled and composted.

Starting in 2027, the Authority is going to update all outreach to clarify that only empty, clean, and dry plastic containers #1, #2, and #5 are accepted in the blue recycling cart/bin. MDRR will no longer accept plastic containers #3, #4, #6, and #7 for recycling. Fortunately, such containers are rare and are becoming harder to find on store shelves, as companies switch to more recyclable forms of packaging. SB 54 will prohibit the sale of non-recyclable plastic containers in California by 2032. Plastic bags are also very hard to recycle and cause damage to the equipment at recycling facilities, jamming screens, wrapping around rotating parts, and increasing downtime and maintenance costs. RecycleSmart tried to mitigate these problems by asking residents to bundle their plastic bags before putting them in the blue recycling cart/bin, but without much success. Therefore, starting in 2027, MDRR will no longer accept plastic bags (and all plastic film packaging) in the blue recycling cart/bin.

While plastics may be the most confusing material collected for recycling, plastics only represent about 10% of the total collected weight. Most of the recyclables collected are paper and cardboard. Of the total combined materials collected in the Authority service area, 70 – 80% are sold to markets and recycled.

Outreach about Changes to Acceptable Recyclables:

- The November 2026 RecycleSmart print residential newsletter (mailed to single-family homes and multifamily tenants) will announce these changes to acceptable recyclables with similar information provided in this staff report as the feature / cover article. The "Kids Corner" activity in the newsletter will encourage residents and their children to play the sorting game on the RecycleSmart website that will be updated with new items and tips.
- RecycleSmart social media (Facebook, Instagram, Nextdoor) beginning in November to align with newsletter.
- RecycleSmart will provide graphics and content for jurisdictions to share through their e-newsletters, social media, etc., beginning in November to align with the RecycleSmart newsletter.
- New webpage on RecycleSmart.org featuring changes to acceptable recyclables going live in November to align with newsletter.
- All interior pages on RecycleSmart.org updated by March 1, 2027.

<u>Cart and Bin Relabeling</u>

Republic Services is required to relabel (new informational sticker) all customer carts and bins. They have from March 1, 2027 – June 30, 2028, to complete the relabeling. Staff is working with Republic, MDRR, and Recology to design the new stickers. The design will be visual using graphics and minimal text with a QR Code to encourage residents, businesses, and schools to visit RecycleSmart.org for program information and changes. New cart/bin labels will continue to be

compliant with SB 1383 container label requirements, including providing graphics or text that indicates primary materials accepted and the primary materials prohibited in that container. Republic Services will contract with Container Pros to relabel carts/bins and is tentatively scheduling this work for the first quarter of 2028. This timeframe will allow staff to have more information about the SB 54 reimbursement process. A relabeling plan will be brought to the Board at a future meeting.

Authority Print Newsletter and Website

Staff initiated a planning meeting with the RecycleSmart newsletter design firm to discuss strategy and timing for providing new services information to residents. It was determined that providing the following information before February 2027 could be too early and risk being forgotten. An outreach campaign beginning in February through the remainder of the year (and beyond) was recommended.

2027 Outreach for New Services:

- The entire February 2027 RecycleSmart newsletter, front to back, will feature new services, information and infographics. The multifamily tenant newsletter will feature new services with a focus on new on-call Reuse & Cleanup Days services.
- Throughout 2027, the RecycleSmart newsletter will feature new services.
- RecycleSmart social media alert.
- RecycleSmart will provide graphics and content for jurisdictions to share through their e-newsletters, social media, etc.
- New webpage on RecycleSmart.org (that is already highlighting changes to acceptable recyclables beginning November 2026) will be updated in February with all service changes so that customers have all new services information in one location.
- All interior information pages on RecycleSmart.org updated by March 1, 2027.
- Local advertising for some new services in local newspapers such as the Lamorinda Weekly, Alamo/Danville Today, and the Walnut Creek East Bay Times.
- Utilize The Patch to provide service enhancement information.
- Engage with Chambers of Commerce and downtown business associations to share information.
- Republic Services Sustainability Advisors will share new service information with customers during site visits.
- Republic Services truck signs can be updated once annually to feature programs and services, if needed.

New Reuse & Cleanup Days Services

In order to provide equitable services for all residential customers, staff is excited to roll out Reuse & Cleanup Days services for multifamily tenants beginning in 2027. While the contract for services is still being negotiated with MDRR, both parties are still planning for new services. The Reuse & Cleanup Days contract with MDRR will be presented to the Board at the December Board meeting.

New Services beginning March 1, 2027:

- Multifamily Tenants
  One on-call Reuse & Cleanup Day (reuse and cleanup materials set out for collection on the same day) per unit per year at no additional cost. For example, if a multifamily account (complex) has 31 units, that account will receive 31 on-call Reuse & Cleanup Day services per year at no additional cost. The tenant, property manager, or property owner can call to schedule on-call services.
- Single-Family Homes
  The pre-scheduled, bi-annual Reuse & Cleanup Days will continue, with the addition of one on-call Reuse & Cleanup Day per year at no additional cost.
- MDRR will accept more materials through the Reuse & Cleanup Days Program, including:
  - Non-usable bulky items up to 200 pounds/8 feet such as broken furniture, a couch, and non-working appliances
  - Mattresses and box springs
  - Tires
  - Non-working e-waste

Outreach about New Reuse & Cleanup Days Services:

- The Authority is creating an 8.5x11" large-format postcard that will be mailed to multifamily accounts (property owners/managers) in January 2027 (**Attachment C**). This is a DRAFT version and is still being edited. The purpose of this postcard is to inform account holders of new services and alert them that tenants can call MDRR for on-call services.
- The February 2027 RecycleSmart print newsletter mailed to multifamily tenants will highlight the new Reuse & Cleanup Days services.
- The franchise requires MDRR to meet with multifamily properties (accounts) beginning March 1, 2027, as requested (by the account or the Authority) to help property managers, owners and/or tenants with on-site logistics and placement of materials to help ensure a smooth collection process and reduce the potential for hazards in downtown spaces.
- Staff is working with MDRR to update the single-family Reuse & Cleanup Days brochure that is mailed at least two weeks prior to the scheduled date for use beginning in March 2027.
- Staff has been working with Rossmoor to plan for new services since the beginning of 2026 and will provide a "pilot" Reuse & Cleanup Days week to clean out stored up materials and introduce services to residents November 16-20, 2026.
- RecycleSmart social media will begin in February 2027 to align with the RecycleSmart newsletter.
- RecycleSmart will provide graphics and content for jurisdictions to share through their e-newsletters, social media, etc.
- New webpage on RecycleSmart.org (that is already highlighting changes to acceptable recyclables beginning November 2026) will be updated in February with all service changes so that customers have all new services information in one location.
- A new webpage on RecycleSmart.org will be created by February 2027 to provide information about multifamily Reuse & Cleanup Days services that mirrors the single-family information page.

Authority Print and Mailing RFP

Staff will issue a Request for Proposals for print and mailing services in November 2026. Staff created the RFP using best practices from the City of Walnut Creek. Due to the increase in print and mailing needs beginning in 2027, the RFP will ensure the Authority is receiving the best costs and will allow staff to obtain a list of contracted vendors for an efficient print and mailing process as new outreach is implemented by staff in-house.

CONCLUSION

The Authority relies on outreach and education to support residents, businesses, and schools to improve behavior change, prevent waste, and recycle and compost easily and effectively. The outreach and education overview provided in this report details a path for reduced enforcement and allows RecycleSmart to expand as a hub for accurate program and service information. Staff is working diligently to create new outreach for the 2027 franchise transition and update existing resources before March 1, 2027, so that the member jurisdictions and franchised service providers feel confident to respond to customer needs.

ATTACHMENTS

A. Authority Annual Outreach and Education
B. Canyon New Recycling and Organics Services Survey Postcard
C. Multifamily Account (Property Managers/Owners) Reuse & Cleanup Days Notification Postcard

A = Authority
C = Contractor
Blank = N/A

The Authority and Contractor will collaborate on design but the Authority has final approval.
The Authority will contract for design, print and production (mailing) services in most cases.
For mass mailings, Contractor will only be required to store a small quantity to be distributed at special events, site visits, etc.

	Design	Print / Produce	Storage	Distribute	Mass Mailing	Provide Addresses
Annual Outreach						
Print / Video / Web / Paid Outreach						
· Franchise Implementation / Start-up (TBD)*	**A / C**	**A / C**	**C**	**A / C**	**A**	**C**
· Truck sign (three designs per rate year + one annual installation)	**A / C**	**C**	**C**	**C**		
o 79x34						
o 94x29						
o 94x34						
· Single-family service guide*	**A / C**	**A**	**C**	**C**	**A**	**C**
· Multifamily service guide*	**A / C**	**A**	**C**	**C**	**A**	**C**
· Commercial service guide*	**A / C**	**A**	**C**	**C**	**A**	**C**
· Schools service guide*	**A / C**	**A**	**C**	**C**	**A**	**C**
· Member Agency staff service guide	**A / C**	**A**	**C**	**C**		
· Holiday tree mailer (8.5 x 11" postcard) – SF and MF	**A / C**	**A**	**C**	**C**	**A**	**C**
· Multifamily posters (recycling, organics, landfill)*	**A / C**	**A**	**C**	**C**		**C**
o 8.5 x 11" indoor						
o Large format outdoor						
· Commercial posters (recycling, organics, landfill, food waste)*	**A / C**	**A**	**C**	**C**		**C**
o 8.5 x 11" indoor						
o Large format outdoor						
· Outreach videos (1-2 per rate year)	**A / C**	**A**		**A / C**		
· Annual pledge and grant (local advertising)	**A / C**	**A**		**A / C**		
· New development and enclosure guidance	**A / C**	**A**		**A / C**		
· Contractor contamination cart tags (Republic and MDRR)*	**A / C**	**C**	**C**	**C**		
· Authority SB 1383 route contamination monitoring cart tags	**A / C**	**A**	**A**	**A**		
· Program-specific mailers as needed (typically 1-3 per rate year)	**A / C**	**A**	**C**	**C**	**A**	**C**
o Typically 8.5 x 11" postcard						
· Service provider website	**A / C**	**C**				
· Authority website (www.RecycleSmart.org)	**A**	**A**				
· Authority quarterly residential newsletter	**A / C**	**A**	**A / C**	**A / C**	**A**	**C**
· Authority quarterly multifamily tenant (occupied unit) newsletter	**A / C**	**A**	**A / C**	**A / C**	**A**	**C**
· Authority commercial newsletter (TBD)	**A / C**	**A**	**A / C**	**A / C**	**A**	**C**
· Community event booth	**A / C**	**A / C**	**C**	**C**		
· Authority Social Media (Facebook, Instagram, Nextdoor)	**A**	**A**		**A**		

· Contractor Social Media (Facebook, Instagram, Nextdoor)	**A / C**	**C**		**C**		
· Google outreach campaign	**A / C**	**A**		**A**		
· Service area local print advertising	**A / C**	**A**		**A**		
· Enforcement and educational letters	**A / C**	**A**	**A / C**	**A / C**		**C**
· SB 1383 Edible Food Recovery outreach	**A**	**A**	**A / C**	**A / C**	**A**	**C**
· Construction and Demo Permit Desk outreach	**A**	**A**	**A**	**A**		
· Hello Recycling Bin (Hello Lamp Post) Texting Tool	**A / C**	**A**		**A / C**		
· SF Reuse & Cleanup Days Brochure (with MDRR)	**A / C**	**A**		**A**	**A**	**C**
· MDRR Reuse Truck Signs (specs TBD)	**A / C**	**C**				
Physical Tools / Resources						
· Resi and Multifamily kitchen food scrap pail & label	**A / C**	**A**	**C**	**C**		
· Multifamily reusable recycling tote bag	**A / C**	**A**	**C**	**C**		
o "Move-in and Move-out" Kit (printed materials)	**A / C**	**A**	**C**	**C**		
· Indoor commercial containers ("Slim Jims")	**A / C**	**A**	**C**	**C**		
· Curbside cart / bin labels	**A / C**	**C**	**C**	**C**		
· Curbside used oil recycling kit	**A**	**A**	**C**	**C**		
· Medical sharps disposal bins + signage	**A**	**A**		**A**		
***Multi-lingual - up to 3 language translations (Authority selection) required by Contractor**						

Agenda Item No. 5b
Attachment B

RecycleSmart
Central Contra Costa Solid Waste Authority

1850 Mt. Diablo Blvd., Ste. 320
Walnut Creek, CA 94596

PRESORTED
STANDARD
US POSTAGE PAID
CONCORD, CA
PERMIT NO. 99

NEW RECYCLING AND ORGANICS CARTS!

RecycleSmart
Central Contra Costa Solid Waste Authority

REPUBLIC SERVICES

Sign up for new services! Complete the survey by December 31 at recyclesmart.org/canyon

New Garbage and Recycling Services

Beginning March 1, 2027

Scan below
to sign up
for services
by December 31, 2026.

Visit RecycleSmart.org/Canyon to complete survey. For assistance, call RecycleSmart at (925) 906-1801.

Agenda Item No. 5b
Attachment C

RecycleSmart.org

1850 Mt. Diablo Blvd., Ste. 320
Walnut Creek, CA 94596

PRESORTED
STANDARD
US POSTAGE PAID
CONCORD, CA
PERMIT NO. 99

NEW! MULTIFAMILY REUSE and CLEANUP DAY SERVICES

Scan me!

Agenda Item No. 5b
Attachment C

We'll pick up directly from your property!

- ✓ Usable household items for donation
- ✓ Mattresses and box springs
- ✓ Furniture
- ✓ Appliances
- ✓ Junk

and more!

These services are included at no additional cost with your Republic Services garbage rates.

Schedule a FREE Reuse and Cleanup Pickup

Beginning March 1, 2027

Property owners, managers, **AND TENANTS** can call Mt. Diablo Resource Recovery to schedule **FREE** on-call collection services once per year per unit.

(925) 692-2286

RecycleSmart.org

Mt. Diablo Resource Recovery
Trusted + Proven + Essential

Scan me!

Call For set-out guidelines and acceptable materials visit RecycleSmart.org/Multifamily-Cleanup

Recycle Smart
Central Contra Costa Solid Waste Authority

Agenda Report

TO:	CCCSWA BOARD OF DIRECTORS
FROM:	DAVID KRUEGER, EXECUTIVE DIRECTOR
DATE:	OCTOBER 22, 2026
SUBJECT:	**EXECUTIVE DIRECTOR'S MONTHLY REPORT**

SUMMARY

Central Contra Costa Solid Waste Authority (Authority) staff perform high-level programmatic and administrative tasks each month to provide outreach and education to residents, businesses, and schools to increase diversion and instill waste prevention practices. Staff manages the franchise agreements and customer service in addition to monitoring monthly reporting by our service providers. Staff also interacts with Member Agency staff, community groups, and regional partners on a variety of topics including SB 1383, legislation, and industry best practices.

RECOMMENDED ACTION

1. This report is provided for information only. No Board action is required.

DISCUSSION

Notable Events:

As described in the Third Amendment to the Republic franchise agreement, the service quality metric is 2,700 or fewer missed container pickups from residential subscribers on incomplete routes in a four-week period. Republic is entitled to a special rate increase in RY 12 that is based on the number of four-week periods in which they met the service quality metric. Because they met the service quality metric in 11 of the 12 four-week periods, they received a special rate increase of $2,138,515.02 in RY 12 (March 2026 – February 2027). The Third Amendment also provides that $112,553.42 of the RY 12 special rate increase may be "clawed back" for each four-week period that Republic does not meet the metric between September 15, 2025, and February 26, 2027. Therefore, we are continuing to track performance through the end of the franchise.

Period	Four-Week Period Beginning	Number of Missed Residential Collections	Metric Met (2,700 or fewer)
1	September 15, 2025	2268	Yes
2	October 13, 2025	1372	Yes
3	November 10, 2025	2112	Yes
4	December 8, 2025	2588	Yes
5	January 5, 2026	1695	Yes
6	February 2, 2026	2677	Yes
7	March 2, 2026	2929	No
8	March 30, 2026	1568	Yes
9	April 27, 2026	1952	Yes
10	May 25, 2026	6065	No
11	June 22, 2026	2215	Yes
12	July 20, 2026	2034	Yes
13	August 17, 2026	2,581	Yes
14	September 14, 2026	1,675	Yes

The Board approved waiving the $112,553.42 "clawback" for failure to meet the service quality metric for the four-week period beginning March 2, 2026 due to six Republic drivers abruptly losing their commercial licenses as a result of Federal and State government actions. Republic will remit $112,553.42 to the Authority for failure to meet the metric for the four-week period beginning May 25, 2026.

New Franchise Implementation:

- Republic to purchase 106 new collection vehicles for the Authority's service area. All new trucks received, upfitted, and road tested prior to March 1, 2027

  The table below summarizes the status of the new collection vehicles purchased as of October 16, 2026. Some of the new trucks arrived sooner than originally expected and the Executive Director authorized Republic to put those trucks into service prior to March 1, 2027.

Truck Type	Ordered	Received	In Service
ASL	58	53	35
FEL	19	19	13
REL	5	5	2
Burro	16	3	
Roll-Off	8		
Total	**106**	**80**	**50**

- Republic to develop new collection routes, increasing the total number of routes from 76 to 86.5, and balancing the number collections per route per day so that all routes can be completed in a 10-hour workday.

Republic has completed developing their routes for single-family homes. Authority staff will now review the routes. Republic has also identified the single-family homes that will change collection days. More information is provided in the staff report Agenda Item 5b.

- MDRR to perform a recyclable materials characterization study prior to March 1, 2027 to confirm that they are achieving the minimum recovery rate for each material and to determine the amount of the recyclables revenue share with the Authority for Rate Year One

On September 12, Mt. Diablo Resource Recovery (MDRR) conducted the first recyclable materials characterization study related to the new franchise. MDRR collected 213,600 lbs. of material from RecycleSmart's service area over five consecutive days, September 7-11, 2026. The collected sample included a mix of commercial and residential materials representative of RecycleSmart's service area. The material for the study was kept separate from all other materials at the facility. Prior to conducting the study, MDRR cleaned out all recyclables and residue from bunkers at the MRF in order to measure just the material that was captured from the study sample. On September 12, MDRR processed material using their regular operating procedures: Number of sorters, equipment, conveyor belt speeds, etc. After processing the material, they weighed all of the recovered recyclables from the study. Then they took a sample of 233 lbs. of residue from the study and hand-sorted and weighed it to determine the composition of the residue. The results were as follows:

Actual Vs. Guaranteed Capture Rates for Recyclables

Material Type	Capture Rate	Guaranteed Capture Rate	Performance Difference
Aluminum	95.5%	95.0%	0.5%
Glass-Mixed	96.8%	92.5%	4.3%
HDPE #2 Plastic -Colored	74.3%	95.0%	-20.7%
HDPE #2 Plastic - Natural	100%	95.0%	5.0%
Mixed Paper	76.5%	87.5%	-11.0%
Mixed Rigid Plastic	60.5%	92.5%	-32.0%
Cardboard	90.6%	87.5%	3.1%
PET #1 Plastic	89.4%	95.0%	-5.6%
Scrap Metal	96.2%	92.5%	3.7%
Tin Cans	100%	92.5%	7.5%

Composition of Inbound Materials

Material Type	Percent
Cardboard	33.09%
Mixed Paper	20.00%
Glass-Mixed	17.53%
PET #1 Plastic	2.41%
Tin Cans	1.24%
Mixed Rigid Plastics	1.19%
Scrap Metal	1.14%
Aluminum	1.14%
HDPE #2 Plastic - Colored	0.83%
Polypropylene #5 Plastic	0.56%
HDPE #2 Plastic - Natural	0.42%
E-Waste	0.39%
Office Paper	0.07%
Compressed Air Bottles	0.07%
Batteries	0.03%
Non-Recyclable Residue	19.91%
Total	**100%**

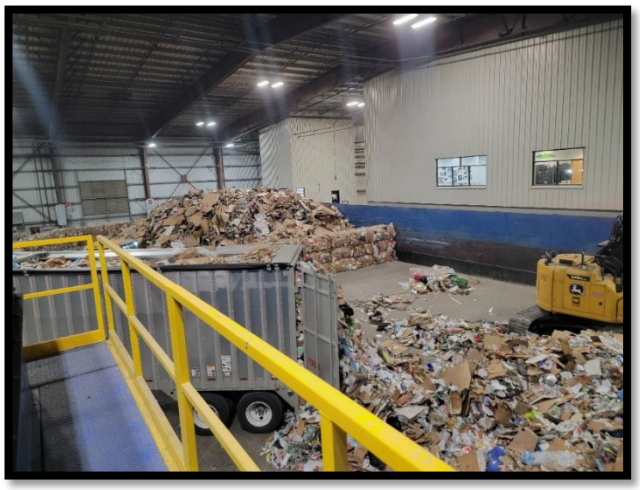
Composition of Residue

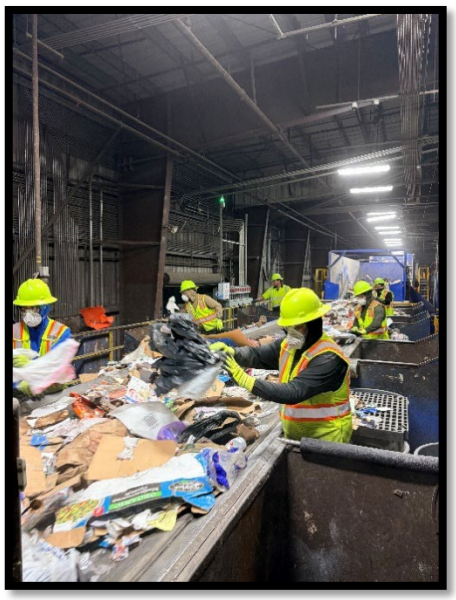
Material Type	Percent
Mixed Paper	23.57%
Residual Dirt / Mix	20.77%
Cardboard	15.65%
Plastic Bags & Film Plastic	7.93%
Wood	4.50%
Clothing & Textiles	4.29%
Plastics #3 - #7	4.07%
Polypropylene #5 Plastic	2.79%
Glass-Mixed	2.79%
Mixed Rigid Plastics	2.36%
Cartons	2.14%
Tissue Paper	2.14%
Diapers	1.93%
PET #1 Plastic	1.29%
HDPE #2 Plastic - Colored	1.07%
E-Waste	0.86%
Food	0.64%
Latex/Nitrile Gloves	0.43%
Aluminum	0.27%
Scrap Metal	0.21%
Styrofoam	0.21%
Universal Waste	0.09%
Total	**100%**

The results of the study were used to calculate the Authority's share of revenue for the first rate year of the new recyclables processing agreement (March 1, 2027 – June 30, 2028). Per the new Recyclables Processing Agreement MDRR calculates the recyclables revenue based on the greater of the actual capture rate or the guaranteed capture rate. The results of the study are multiplied by published regional commodity prices to determine the recyclables revenue to share. MDRR will pay the Authority $4,831,213 in monthly installments for Rate Year 1.

Photos from the first day of the study are below:

The Authority's Materials being kept separate from other materials using bales of cardboard and transfer vehicles

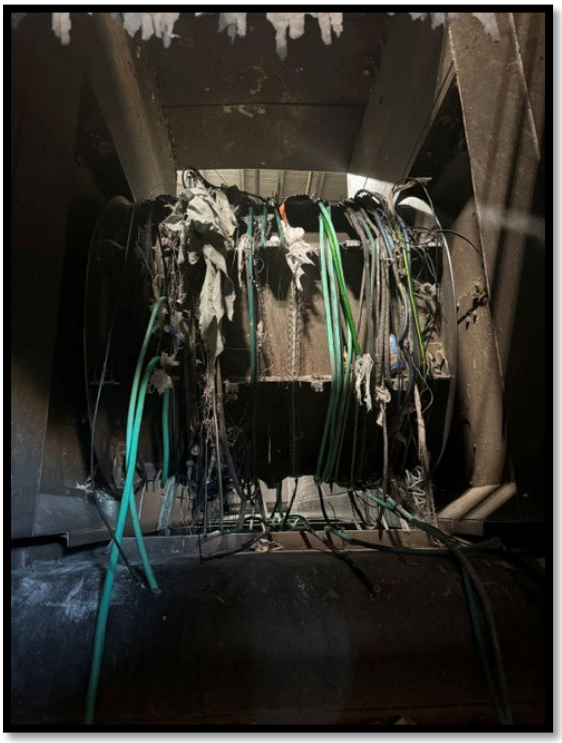




Processing the Authority's Recyclables During the study

Hand sorting and weighing the residue from the study

Hoses, cables, chains and other "tanglers" wrapped around MRF equipment after one day of processing



- Authority to finalize Reuse and Cleanup services agreement with MDRR
  Authority staff will bring the final negotiated agreement to the December 10 Board Meeting for approval.

Completed and Ongoing Activities:

- At the September monthly Member Agency liaison meeting, Authority staff and the member agency liaisons discussed recycled content paper procurement and purchase tracking, the results of the Lafayette food scraps survey, CalRecycle's City County Payment Program (CCPP) grant opportunity, public facility rental agreement language to reflect SB 1383 sorting requirements and updates to SB 1383 regulations with a new section number related to WELO, and SB 922, the bill that amends the California Vehicle Code to clarify that local agencies may impose charges for use of their streets to recover costs associated with street repair related to the provision of public services. At the October meeting, items discussed included a CalRecycle recycled-content paper procurement chat, a RecycleSmart ordinance amendment limiting the amount of time carts and bins can remain at the curb, amending municipal codes to clarify that garbage collection and other public services are exempt from noise ordinances, and possible campaign sign recycling through a partnership with RecycleSmart and Ridwell in November.

Member Agency Liaisons			
Name & Member Agency	**Title**	**Email**	**Phone (925)**
Ellen Edgar, County	Planner	Ellen.edgar@dcd.cccounty.us	655-2767
Cat Bravo, Danville	Management Analyst	cbravo@danville.ca.gov	314-3377
Arly Cassidy Lafayette	Senior Planner	acassidy@ci.lafayette.ca.us	299-3242
Estela Ramirez, Orinda	Management Analyst	eramirez@cityoforinda.org	253 - 4252
Cassius Carandang, Moraga	Assistant Planner	ccarandang@moraga.ca.us	888-7042
Candice Rankin Mumby, Walnut Creek	Sustainability Manager	rankinmumby@walnut-creek.org	943-5899 x2304

- In September, the Authority responded to questions from potential proposers related to the software RFP for a tool to track outreach and compliance. As envisioned in the new franchise, the Authority will take over this responsibility from Republic Services. Proposals are due by 5:00 p.m. on October 16. Staff will review the proposals and scheduling software demonstrations. Staff appreciates Board Member McCormick's participation on the software review committee.

- November 2 – 6. SB 1383 required annual route reviews of the Authority's 71 routes will take place the week of November 2-6, 2026. The lid flips include residential and commercial accounts. The goals are to identify prohibited contaminants in each stream (recycling, organics, and landfill) and provide outreach (cart tags and contamination notices) to generators about proper sorting. Information about the route reviews will be shared with member agency staff and police departments to inform residents in advance as done in previous years.

- Beginning November 1, 2026, Republic Services will charge single-family accounts with overfilled black landfill carts a $10 per occurrence overfill fee. There is no overfill fee for blue recycling and green organics carts.

Republic Services mailed an informational postcard (shown below) to residents in September and sent email and text alerts to those residents who have opted-in to be contacted. Information was provided to Member Agency staff on September 24 for inclusion in their e-newsletter, social media, or other outreach residents may use to find information. RecycleSmart posted on RecycleSmart website, Facebook, Instagram, and Nextdoor.

Updated service rates can be found on the Authority website: www.recyclesmart.org/service-rates.

The Bay Area Telegraph posted a news article on the topic on September 23 with some helpful service information: https://bayareatelegraph.com/2026/09/23/new-lamorinda-garbage-rules-could-cost-you-big/. KRON4 news also posted an article: Trash lid won't close? Bay Area residents face $10 fee | KRON4.

- Rossmoor Reuse & Cleanup Days November 16-20, 2026. The Authority, Mt. Diablo Resource Recovery, and Republic Services are partnering with the Golden Rain Foundation to provide a weeklong Reuse & Cleanup Days event in Rossmoor to kick-off new Reuse & Cleanup Days services beginning March 1, 2027, in Rossmoor! Staff will be on site each morning from 8:30-12pm to accept reusable household items for donation, electronics, and garbage. Information will be featured in Rossmoor News October 28, November 4, and November 11 (**Attachment A – Information Flyer**). This event provides a great opportunity to discuss new services with Rossmoor residents, work with Rossmoor management on 2027 services, and clear out saved up items in households.

- Republic Services and the Authority partner on an educational community pledge once annually. Community members can complete simple actions to improve everyday waste reduction and sign up for free by November 30th to be automatically entered into a raffle to win prizes from a local eco-store: www.ContraCostaRecycles.com. Staff will share graphics and content with the member jurisdictions for their e-newsletter and social media, and Republic Services promotes the pledge in local print newspapers.

- The Central Sanitary District (www.CentralSan.org) agreed to partner with the Authority on a spring 2027 Household Hazardous Waste (HHW) community drop-off event. The $100,000 CalRecycle HHW Grant the Authority received in 2026 will fund most of the cost of the event and HHW hauling services, and the Authority budgeted $30,000 due to the high handling costs for these types of materials, outreach on proper HHW disposal, and event promotion, if extra funds are necessary. The Authority can use Central San's expertise to plan the event and take advantage of their contracted HHW service provider (Republic Services ACT Environmental) for collection services on the day of the event as well as their contracted rates which are lower than what the Authority would receive

putting the services out to bid. Central San is drafting an MOU. More details to come as planning moves forward.

- Republic Services and the Authority shared a public information booth at the Lafayette Art & Wine Festival on September 19-20 and partnered with the Lafayette Chamber to provide recycling, organics, and landfill services as well as waste station monitors. The focus of the booth was food scraps (updated booth photo shown below)! The event kicked off a food scraps outreach campaign in partnership with the City of Lafayette that will continue through February 2027. New displays and signage were created to encourage residents to place food scraps in the green organics cart. Over 200 kitchen food scraps pails were given to residents at the event.

- Lafayette second successful Repair Café was held on Saturday, September 26. The total number of items brought was 122, 84 were fixed (69%), 11 were partially fixed or advice was given on

a fix (9%), and 27 were not fixed (22%). There are no more Repair Cafés scheduled in 2026 in our jurisdiction.

Community Events

- September 19-20, Lafayette Art and Wine Festival
- September 26, Lafayette Repair Café
- September 26, Moraga Pear & Wine Festival
- October 10, Danville Farmers Market
- October 18, Moraga Farmers Market
- November 15, Made in the Shade Fall Festival, Walnut Creek

Staff participated in or attended the following meetings in September and October 2026:

- September 11, California Organic Recycling Council members' meeting
- September 15, CalRecycle webinar on SB 1383 Recycled Content Paper Procurement
- September 16, California Product Stewardship Council associates' meeting
- September 18, Moraga community meeting
- October 1, Bay Area SB 1383 Regional Update monthly meeting
- October 13, BayROC (Bay Area Recycling Outreach Coalition) meeting
- October 20, Contra Costa County "AB 939" diversion programs managers quarterly meeting and tour of Contra Costa Solano Food Bank
- October 21, CalRecycle webinar on Jurisdictional Enforcement

ATTACHMENT

A. Rossmoor Reuse & Cleanup Days Information Flyer (November 16-20, 2026)

Agenda Item No. 6a
Attachment A

Rossmoor Reuse & Cleanup Day

Reuse & Cleanup Days are coming to Rossmoor! During the week of November 16–20, 2026, the Golden Rain Foundation is partnering with RecycleSmart, Republic Services, and Mt. Diablo Resource Recovery to provide a FREE, weeklong drop-off event for Rossmoor residents to bring gently-used, household items, garbage, and electronics for free donation and disposal.

Residents must load and unload their own materials in and out of their vehicle. Loading assistance is NOT provided.

Recycling Center Drop-off
800 Rockview Drive
Nov. 16–20, 2026 • 8:30am–12:00pm

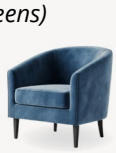
Mutual Drop-off Schedule:	Mon. 11/16:	Tue. 11/17:	Wed. 11/18:	Thu. 11/19:	Fri. 11/20:
	Mutual 1	Mutual 2	Mutual 3	Mutuals 4, 39, 40, 50, 55, 68	Mutuals 5, 8, 22, 28, 29, 30, 48, 53, 56, 59, 61, 65, 70

Reusable Household Items

There will be a designated area for reusable household items for donation. The materials listed below are accepted for donation:

Acceptable items:

- Household Electronics and Appliances *(For state reporting purposes, please put your name on all TV's and computer screens)*
- Home Decor and Accessories
- Office Supplies
- Gently-used furniture *(all sizes—no broken, stained, or ripped furniture)*
- Clothes, shoes, bedding, and other usable textiles
- Scrap metal and wire
- Car Parts and Auto Batteries
- Medical equipment and supplies *(no needles or medications)*
- Books and magazines
- Tapes, CDs, DVDs, and Records
- BBQs *(remove propane tanks)*
- Garden, outdoor & sporting equipment *(no gas or oil in equipment)*
- Musical instruments, photography supplies, and other arts and crafts



Landfill (Garbage)

There will be a designated garbage dumpster. The materials listed below are accepted in the garbage dumpster for free.

Acceptable items:

- Household trash
- Mattresses and box springs
- Broken furniture
- All other non-usable goods

Household Hazardous Waste (HHW) is not accepted

Please take HHW, such as paint, cleaning supplies, propane tanks, and personal care products to the Central San HHW Facility in Martinez for FREE. Learn more at CentralSan.com/hhw.

More info about Rossmoor recycling services: MyRossmoor.com/rwc-property-management/recycling

REPUBLIC SERVICES
Recycle Smart — Central Contra Costa Solid Waste Authority
ROSSMOOR WALNUT CREEK
Mt. Diablo Resource Recovery — Trusted + Proven + Essential

Agenda Item No. 6b

Recycle Smart
Central Contra Costa Solid Waste Authority

Agenda Report

TO: CCCSWA BOARD OF DIRECTORS
FROM: JENNIFER FAUGHT, PROGRAM MANAGER
DATE: OCTOBER 22, 2026
SUBJECT: **2026 FINAL LEGISLATION**

SUMMARY

The two-year legislative session has come to an end. This year, the Authority tracked a total of eleven bills. More detail on the bills is below.

RECOMMENDED ACTION

1. This report is for information only. No Board action is required.

DISCUSSION

This year, 1,160 bills passed both houses to make it to the Governor's desk. The Governor vetoed 120 bills, and signed 1,040 into law, for a 10.3% veto rate. In April this year, following the Legislative Committee's recommendations, the Board authorized supporting, or supporting in concept, seven bills, and watching four bills. This report describes the outcome of these bills. Red shading indicates the bill is dead, and green means the bill was passed and signed by the governor.

SUPPORTED BILLS

1.	**AB 762 (Irwin and Wilson) – Single-Use Vaping Devices Sales Ban** ***Outcome: Signed into law*** This bill prohibits, beginning January 1, 2027, a person from importing or manufacturing for sale in this state a new or refurbished disposable, battery-embedded vapor inhalation device, and, beginning January 1, 2028, a person from selling, distributing, or offering for sale a new or refurbished disposable, battery-embedded vapor inhalation device in this state. The bill defines a "disposable, battery-embedded vapor inhalation device" to mean a vaporization device that contains nicotine but not cannabis or a cannabis product, as defined, and that is not designed or intended to be reused, as specified. Policy Platform: Toxics Reduction/Household Hazardous Waste

2.	**AB 2253 (Boerner) – Solid waste: products: environmental marketing claims** ***Outcome: Vetoed by the Governor (veto message attached)*** Existing law requires a manufacturer or supplier making an environmental marketing claim relating to the recycled content of a plastic food container product to maintain specified information and documentation in written form in its records in support of that claim. Existing law requires the maintained information to include that the recycled content for materials has been diverted from the solid waste stream either during the manufacturing process (preconsumer) or after consumer use (postconsumer) and that the recycled content claim conforms to the uniform standards for recycled content contained in the Federal Trade Commission Guides for the Use of Environmental Marketing Claims. Existing law provides for the imposition of a civil penalty by a city, county, or the state for a violation of these provisions. This bill would have, beginning January 1, 2030, expanded the application of those provisions from plastic food container products to all products making recycled content claims. The bill would have revised the reference to the Federal Trade Commission Guides for the Use of Environmental Marketing Claims to specifically refer to those guides as they read on January 1, 2026. The bill would have additionally required documentation in written form that the recycled content material claimed does not exceed the amount of third-party certified recycled content introduced into the manufacturer's or supplier's overall supply stream for the material used in that product line. The bill would have required the recycled content claim to be based on the actual recycled content used in the production of the material used in the product line using specified methods. Policy Platform: Waste Diversion
3.	**AB 2462 (Pellerin) – Unsafe products: disposal: penalties** ***Outcome: Dead*** Existing law, the Product Recall Safety and Protection Act, provides for the establishment and enforcement of various product safety standards for consumer products, and prohibits a commercial dealer, manufacturer, importer, distributor, wholesaler, or retailer from placing into the stream of commerce a product that is unsafe, knowing that the product is unsafe. For purposes of the act, a manufacturer is any person who makes, and places into the stream of commerce, a product. This bill instead would have stated that a manufacturer is a person who manufactures a product and who owns or is the licensee of the brand or trademark under which the product is sold, as specified. Under the act, a manufacturer is required to provide for the safe return or appropriate disposal of an unsafe product at no cost to the end consumer or retailer in a manner that is in compliance with all applicable federal, state, and local laws, regulations, and ordinances. This bill would have required the safe return or appropriate disposal of the unsafe product to be at no cost to the end consumer, a recycling center, a municipal facility that accepts the product for recycling or disposal, a retailer that sells the product, a permitted solid waste facility, a household hazardous waste collection facility, and a thrift retail store.

	Existing law provides that any violation of the act is subject to a civil penalty of up to $1,000 per occurrence, up to a maximum of $20,000. This bill instead would have authorized the Department of Resources Recycling and Recovery to administratively impose an administrative penalty on a person in violation of the act of $2,500 per day or $5,000 per day if the violation is intentional or knowing, as specified. The bill would have authorized the department to refer enforcement to the Department of Toxic Substances Control for unsafe products identified as hazardous waste, and would have created the Hazardous Product Recall Penalty Account in the State Treasury. (Held in Appropriations.) Policy Platform: Toxics Reduction/Household Hazardous Waste; Extended Producer Responsibility
4.	**AB 2667 (Hadwick and Alanis) – Vape products: household hazardous waste: advertising** ***Outcome: Signed into law*** This bill requires, until January 1, 2030, the department to evaluate opportunities to increase safety and convenience related to the management and disposal of vape pens confiscated from students by a school, as provided, and identify any recommendations that require future legislative action. The bill exempts a school transporting vape pens and devices confiscated from students from the [DTSC] registration and manifest provisions. This bill prohibits a person from marketing, promoting, labeling, branding, advertising, distributing, offering for sale, or selling a vape product in this state by (A) imitating a product that is not a vape product to conceal the nature of the vape product from parents, teachers, or other adults, or (B) including interactive videogame capabilities within a vape product, as provided. Policy Platform: Toxics Reduction/Household Hazardous Waste
5.	**SB 501 (Allen) – Responsible Battery Recycling Act of 2022: covered batteries** ***Outcome: Signed into law*** Last year, SB 501 was intended to be a producer responsibility law for household hazardous waste. This year it was dramatically scaled back to pertain only to medium-format batteries. It expands the Responsible Battery Recycling Act of 2022 (a stewardship program for loose batteries) to such medium-format batteries, which include rechargeable batteries between 11 and 25 pounds, and nonrechargeable batteries between 4.4 and 25 pounds. Policy Platform: Extended Producer Responsibility, Toxics Reduction/Household Hazardous Waste

6.	**SB 922 (Laird) – Vehicles: local agency charges: use of streets or highways** ***Outcome: Signed into law*** Existing law prohibits a local agency from imposing a tax, permit fee, or other charge for the privilege of using its streets or highways, other than a permit fee for an extralegal load unless the local agency had imposed the fee prior to June 1, 1989. This bill expressly limits this prohibition to charges based on weight. The bill also explicitly states that a fee, charge, or surcharge imposed by or for a local agency to recover the cost of street maintenance and repair and other costs associated with the use of its streets, roads, or highways to provide public services or public works is not a tax, permit fee, or other charge that is prohibited by the provision above. The bill provides that nothing in the Vehicle Code prohibits a local agency from imposing or collecting this fee, charge, or surcharge. The bill deletes obsolete references and makes other technical changes. Policy Platform: Governance and Accountability

SUPPORTED IN CONCEPT

7.	**AB 1812 (Aguiar-Curry) – Solid Waste: compostable products** ***Outcome: Dead*** Existing law prohibits a person from selling or offering for sale a product, as defined, that is labeled with the term "compostable" or "home compostable" unless, among others, the product meets a specified ASTM standard specification, has OK compost HOME certification, and meets a standard adopted by the Department of Resources Recycling and Recovery. This bill would have instead prohibited a person from selling or offering for sale a product that is labeled with the term "compostable" or "home compostable" unless the product has OK compost HOME certification or meets a standard adopted by the department. The bill would repeal the requirement for the department to review revisions to the ASTM standard specification. The bill would have instead authorized the department to adopt an existing standard different from an ASTM standard specification if the standard is adopted or developed by a standard-setting organization recognized by the department. This bill would have exempted a fiber product that is demonstrated to not incorporate any plastics or polymers from requirements for labeling compostable products, as specified, unless the department adopts a standard for compostable fiber products. This bill, on and after June 30, 2027, would have prohibited a person from selling or offering for sale a product in this state that is labeled with the term "compostable" or "home compostable" that is made wholly or partially of plastic, as defined. (Held in Appropriations.) Policy Platform: Packaging Reduction/Plastic Pollution; Healthy Soils

WATCHED BILLS

8.	**AB 904 (was AB 80) (Aguiar-Curry) – Carpet recycling: product stewardship for carpet: fines** ***Outcome: Signed into law*** This bill makes various changes to the carpet stewardship law, including but not limited to recasting approved collection sites and expanding them to include certain carpet recycling centers, municipal facilities, and retailers; requiring a producer to publish on its internet website, for each of its covered products, the components that constitute more than 1% of the product's weight and any component that is a hazardous chemical, as specified; requiring a producer responsibility plan to explain how producers will use standardized stamping or some other means to provide a visual mark on the back of a covered product that provides the name of the producer, the date of manufacture, and a listing of the types of face fibers and backing materials contained in the product. Policy Platform: Extended Producer Responsibility
9.	**AB 864 (Ward) – Hazardous waste: solar photovoltaic modules** ***Outcome: Signed into law*** Existing law requires the Department of Toxic Substances Control to adopt regulations for the identification and management of hazardous wastes. Existing law authorizes the department to adopt regulations designating end-of-life photovoltaic modules that are identified as hazardous waste as a universal waste and subject to regulations applicable to universal waste management. Federal regulations identify solid wastes that are subject to regulation as hazardous wastes. Federal regulations exclude from the definition of solid waste for that purpose hazardous secondary material that is generated and then transferred to another person for the purpose of reclamation under specified circumstances. This bill requires the department, on or before July 1, 2028, to convene one or more public workshops for interested parties to comment on the applicability of the above-described federal regulations to hazardous waste streams, including, but not limited to, solar photovoltaic modules, generated in California. The bill requires the department, on or before July 1, 2029, to consider the feedback received and evaluate the applicability of those federal regulations to end-of-life solar photovoltaic modules as an alternative to one or more of the state standards governing hazardous waste and universal waste management. The bill authorizes the department, based on findings of the evaluation, to adopt, by regulation, the federal regulations, subject to revision as necessary, and apply them to end-of-life solar photovoltaic modules that are identified as hazardous waste under existing state law. Policy Platform: Waste Diversion; Toxics Reduction/Household Hazardous Waste

10.	**AB 2226 (B. Rubio) – Reusable grocery bags** ***Outcome: Dead*** Existing law prohibits a store, as defined, from providing a precheckout bag (e.g., a produce bag), as defined, to a customer unless the precheckout bag is a compostable bag that meets certain criteria or a recycled paper bag. Existing law defines a "precheckout bag" for this purpose to mean a bag provided to a customer before the customer reaches the point of sale, that is designed to protect a purchased item from damaging or contaminating other purchased items in a checkout bag, or to contain an unwrapped food item. This bill would have repealed those provisions. (Died in committee.) Policy Platform: Packaging Reduction/Plastic Pollution
11.	**SB 1010 (Ashby) – Solid waste: Refrigerant Stewardship and Recovery Act** ***Outcome: Dead*** In its first iteration this bill would have enacted a stewardship program known as the Refrigerant Stewardship and Recovery Act, which would require a producer of certain household appliances containing refrigerants, known as "covered products," to form and join a producer responsibility organization, or PRO. The bill was later changed to require registration, recordkeeping and oversight of certified appliance recyclers. (Held in Appropriations.) **Policy Platform:** Extended Producer Responsibility

Advanced Clean Fleets Regulations

In April this year, staff relayed to the Board that the Advanced Clean Fleets Regulations, which require a certain amount of fleets to be transitioned to electric vehicles, might be amended to apply to fleets such as the one used by Republic to collect our materials. However, as amended, the rules clarify that a public agency's fleet includes only vehicles it directly owns as well as those rented, leased, or operated under contract on its behalf. It also clarified that private fleets are not subject to the requirements.

ATTACHMENT

A. AB 2253 Veto Message

OFFICE OF THE GOVERNOR

SEP 27 2026

To the Members of the California State Assembly:

I am returning Assembly Bill 2253 without my signature.

This bill would require certain recycled-content documentation obligations to apply to all products making recycled-content claims, beginning in 2030.

I share the author's goal of ensuring that environmental marketing claims are accurate and that consumers can trust the products they buy. However, I am concerned that expanding these documentation requirements will unduly burden manufacturers and suppliers already facing economic headwinds caused by federal tariff and trade policy actions. Adding new, complex compliance requirements at this time risks compounding those pressures, with little benefit to consumers.

For these reasons, I cannot sign this bill.

Sincerely,

Gavin Newsom

Recycle Smart
Central Contra Costa Solid Waste Authority

Future Agenda Items

TYPE	BOARD MEETING: 12/10/2026
C	Approve 10/22/2026 Minutes
C	Approve 2027 Board of Directors Meeting Schedule
C	Receive Annual Financial Statement & Independent Auditors Report for FY 2025-2026
A	Fiscal Year 2025-2026 Distribution of Funds in Excess of the Reserve
A	Approval of Reuse and Cleanup Agreement with MDRR
A	Award of Printing Services Agreement
I	Executive Director's Monthly Report
P	Solid Waste Collection Rates for Rate Year 1 of the New Franchise
	Farewell to Board Member Cindy Silva

TYPE	BOARD MEETING: 1/28/2027 – Board Retreat
C	Approve 12/10/2026 Minutes
A	Adoption of Solid Waste Collection Rates for Rate Year 1 of the New Franchise
I	Executive Director's Monthly Report
	Welcome New Board Members!

TYPE	BOARD MEETING: 2/25/2027
C	Approve 01/28/2027 Minutes
C	Mid-Year 2027 Budget Actuals
I	Executive Director's Monthly Report

TYPE

C – Consent Item
A – Action Item
I – Information Item
P – Presentation

BAY AREA
TELEGRAPH

New Lamorinda Garbage Rules Could Cost You Big

Thomas Smith
3 weeks ago

LAFAYETTE, CALIFORNIA – That last bag of trash sticking out of your garbage cart could soon come with an extra charge in Lamorinda and neighboring cities.

Republic Services has announced that, beginning November 1, 2026, overfilled black landfill carts will trigger a $10 fee per occurrence in its RecycleSmart service area, which includes customers in Danville, Moraga, Orinda and Walnut Creek, along with the unincorporated communities of Alamo, Blackhawk and Diablo.

Ten dollars once might be an annoyance. At the announced rate, getting charged once a week for 52 weeks would add up to $520 on top of regular service charges. Lots of families currently overfill their bins without realizing. For them, fines could soon add up fast.

According to Republic Services' announcement, lids need to close securely, and materials should stay below the container rim. The notice also says compacted waste can trigger an extra charge.

The announcement concerns an overfill service fee. Residents should not confuse it with the separate requirements governing which materials belong in each cart.

Lafayette's recycling and organics guidance explains that mandatory separation of organic material from landfill waste has been in effect since January 1, 2022, under California's SB 1383 and a RecycleSmart ordinance.

The city also says RecycleSmart or its contractor may inspect carts during route audits and leave sorting information for residents.

Sorting correctly can help free up space in the black cart. But shifting ordinary garbage into another bin just because there is room isn't the answer.

The city's green-cart guidance specifically excludes plastic bags and food packaging. It also identifies plastic-coated paper items, including ice cream cartons, milk cartons, to-go drink cups and shelf-stable cartons, as landfill material.

For households that need help collecting food scraps separately, the city says residents can request a free three-gallon kitchen pail from Republic Services once every two years. Multifamily residents should ask their property manager.

There are also ways to handle occasional extra waste without paying for a permanently larger garbage cart.

RecycleSmart's extra collection programs include one on-call landfill cleanup per year for single-family households at no additional charge, plus recycling and/or organics on-call cleanups up to four times annually. Those services are in addition to the twice-yearly, prescheduled Reuse and Cleanup Days.

The on-call landfill pickup accepts up to fourteen 32-gallon bags, or the equivalent in items, subject to restrictions. Individual bags or items cannot exceed 50 pounds or four feet in length. Hazardous materials, tires, large furniture and refrigerators are excluded, as are organic materials.

Residents need to call at least two weeks ahead to arrange the service and discuss placement requirements. An overflowing cart on collection morning isn't a substitute for scheduling that pickup.

If the black cart is consistently too small even after proper sorting, a larger cart may be necessary. Before making the switch, ask what it will add to the bill.

RecycleSmart's residential rate guidance says the regular monthly charge depends on the size of the black landfill cart. Recycling and organics service are bundled with it, so changing garbage-cart size can affect ongoing costs.

Residents can call Republic Services at 925-685-4711 for billing questions, service changes or cleanup scheduling. RecycleSmart says unresolved service complaints can be directed to the authority at 925-906-1801.

Before rolling the carts out, give the black lid a final look. Starting November 1, a cart that won't close could make an already expensive household chore cost more.

Trash lid won’t close? Bay Area residents face $10 fee

by: Sophie Silletto
Posted: Sep 30, 2026 / 02:23 PM PDT
Updated: Sep 30, 2026 / 02:23 PM PDT

(KRON) — Some Bay Area residents will soon face an extra charge if they stuff too much garbage into their trash bins.

Republic Services is notifying customers that beginning November 1, 2026, overfilled black landfill carts will result in a $10 fee per occurrence, according to a notice sent to customers in Contra Costa County.

The notice tells residents to make sure their cart lids are completely closed. Republic Services says overfilled carts can affect driver safety, equipment, and neighborhood cleanliness.

Customers who regularly have more garbage than their cart can hold are encouraged to request a larger landfill cart or take advantage of recycling, organics, and additional curbside services.

KRON4 has reached out to Republic Services to find out how many Bay Area communities will be affected, why the fee is being implemented, and how the company will determine when a cart qualifies as overfilled. KRON4 also asked whether customers will receive a warning before being charged and whether any exemptions will be available.

This story will be updated when we hear back.

Compost bags don't belong in your Oakland compost bin — sorry

A conversation with Oaklandside reporter Natalie Orenstein on why those green "compostable" bags are contaminating Oakland's curbside compost — and what to do instead.

Oaklandside
by Tasneem Raja
Aug. 24, 2026, 9:50 a.m.

City of Oakland waste bins in a residential area in East Oakland on July 26, 2023. Credit: Florence Middleton for The Oaklandside

If you compost your food scraps in Oakland, there's a decent chance you've been doing it wrong. Those green "compostable" bags sold in bulk at places like Costco, and given out for produce at stores like Farmer Joe's and Berkeley Bowl, aren't actually accepted in the city's curbside compost bins — and neither is any other man-made item, according to Waste Management, Oakland's curbside compost collector.

To find out how this works, and what to do instead, I spoke with our housing and City Hall reporter, Natalie Orenstein, who's also been on the garbage beat lately. You can read it below, listen to our conversation above, or find it on Apple, YouTube, or anywhere you get podcasts.

Natalie, you wrote a surprising story about how people actually shouldn't be putting those little green compost bags in their curbside compost bins. How did you find this out?

Natalie Orenstein, Oaklandside housing and City Hall reporter: I found out the hard way. I love to cook, and so I generate a lot of food scraps. Each week I've been diligently composting those food scraps. I put them in these green liners in my little kitchen compost pail.

You know the ones — they're sold in bulk at places like Costco, and some grocery stores like Farmer Joe's and Berkeley Bowl give them out for produce. They're often advertised as being compostable. It often says so on the box or on the bag itself.

In my building, our neighbors take turns taking the bins out to the curb each week. One of my neighbors sent a text to the building casually saying, "Oh, by the way, Oakland doesn't accept those green bags."

This one text kind of rocked my world. I have to admit, I didn't believe her at first; I thought she had the wrong information. But I looked into it a little bit more, and to my chagrin, it turned out to be true.

So what is going on with these green bags? Why can't people put them in the bins?

The problem is that the city of Oakland and its curbside compost collector, Waste Management, don't accept them, and in fact, no man-made items are allowed at all in those green bins. Waste Management's processing plant in Altamont can't process any type of plastic or bioplastic.

So there's plastic, and then there's *bioplastic*, and bioplastic is what these green food compost bags are supposedly made of.

Right, and I'm definitely not an expert here, but bioplastic generally means materials that can feel like plastic but are largely organic and, in theory, are able to break down.

Bioplastic bags require really specific environmental conditions to actually break down, and the plant here just isn't built to handle that. In fact, only one facility in California can, it turns out, and that's in SoCal.

If these bags are marketed as compostable and the packaging says they're compostable, why aren't they compostable?

A few different reasons. One is that bioplastic products — bags, but also cups, utensils, et cetera — can contain additives that aren't actually biodegradable, and it can be really hard for the customer to realize that. There aren't great rules across the board yet about how transparent the companies have to be. They can contain small amounts of plastic, for instance, and still be certified as compostable.

Now, I do want to clarify: some of these bags and other products *are* fully compostable, but the machines can't distinguish between them and the more plastic-y bags, so they end up removing it all and sending it all to a landfill.

So what happens if someone does put one of these bags into their curbside bin?

This was a burning question for a lot of people. The ground-up bag itself typically gets sorted out during the processing and gets sent to the landfill, but the food inside of it still usually makes it into the compost.

Is everyone doing more harm than good with these bags?

Natalie: Unfortunately, that might be the case. And I think part of what's confusing people is that different cities have different rules. Several in Alameda County do technically accept bioplastic bags in their compost, but these facilities are still just sorting out the bags and other contaminants and sending them to the landfill as Oakland does, according to the regional agency StopWaste.

Robin Plutchok, a program manager there, told us that in most cases, facilities still pre-process and remove the compostable bags along with the other contaminants, which she said is both challenging and costly. So even in cities that technically accept them — and I heard from a lot of people in Berkeley after this story — it doesn't necessarily mean that they're getting composted.

There is some legislation underway and recently passed to try to clarify labeling and regulations. This could eventually lead to a more standardized system in the Bay Area in the coming years.

You published the story last week. I know that there's been a ton of response to this story. Tell us about that.

Yeah, the response to the first story was huge. I think every subject line in my inbox had the words "compost," "green bag," or "green bag, exclamation mark, question mark."

Tens of thousands of people have now read it, and I heard directly from a lot of those readers. Some people were shocked, some were angry, and some were relieved to finally understand the rules and be able to spread awareness.

A lot of people said they had no idea green bags weren't accepted, and they were frustrated that there hasn't been clearer public information.

People have been buying these bags for a long time. As you said, they're available at grocery stores everywhere you look. Why do you think so many people were just caught off guard by this?

I asked the city this. Oakland's recycling manager, Rebecca Parnes, told us Oakland and its waste collectors do try to inform residents. They table at street fairs, they include information with bills, they actually mail residents annually, and post on social media.

But she said the city doesn't have the staff or funding to raise as much awareness as it would like. And on top of that, the bioplastic products themselves don't always have accurate information on the packaging.

So practically speaking, what should people be doing with their food scraps?

We actually crowdsourced this. I asked a bunch of people who subscribe to our Saturday newsletter, and we got a lot of suggestions.

A lot of people line their kitchen pails with paper, whether that's shredded mail, those paper bags you get for lunches or with loaves of bread, cardboard pieces, even old newspaper — I was happy to see people still subscribe to newspapers! The city endorses these options.

Some people freeze or refrigerate their scraps to avoid leaks and fruit flies. Some skip the liner entirely and bring the scraps straight out to the bin, sometimes covering them with yard waste to keep the bugs away.

Some people reuse takeout containers — you have to make sure they're completely made of paper or cardboard. And then there are also options for people who are really passionate about this and are willing to spend a little money.

One company, the Clean Composting Company, makes a product that's kind of shaped like a flower pot, and it's entirely made out of paper pulp. That runs about $20 a month, or $240 a year — significantly more than the green bags cost.

On the much higher end, there's a company called Mill, which sells an at-home food recycler for about $1,000 that turns your scraps into dried grounds that can then be turned into compost without the smell or the liquid.

What should people do with the green bags they've already bought, or the green bags they're getting from the grocery store?

I'm in this position, and I asked Parnes about this. She said to treat them like any other plastic bag. Use them if you need to, and then put them in the trash.

Some readers told us they're repurposing them too, for things like bathroom trash liners or scooping kitty litter.

All of this is really surprising, and a little depressing, but it is what it is. At least we know more now thanks to your reporting. Natalie, I'm sure you're going to continue getting emails. Maybe there's a follow-up to the follow-up.

I think people want us to take on the recycling beat next.

This episode of Oaklandside 510 was produced by Mark Nieto and hosted by Tasneem Raja.

Green bags actually aren't so compostable

SF Chron Sept 6, p. A9

An excavator takes in a shipment of material to be composted at

Recology Blossom Valley Organics on Aug. 31.

By Chrissa Olsson
Staff Writer

Using a green compostable bag to line your compost pail is incredibly convenient.

It's also a problem.

Oakland's composting service doesn't accept the bags; Alameda County calls them "contaminants."

In San Francisco, Recology accepts the bags, but there's a catch: They generally get picked out, by machine or by hand.

The reason: They gum up sorting machines, and are also hard to distinguish from regular plastic bags.

Here's what happens in San Francisco:

Trucks from Recology — which handles the city's bins — haul compost to the San Francisco Transfer Station & Hazardous Waste Facility. There, the contents are fed into a large cylinder with four-inch holes that filters out big materials — the first of a series of screenings. Some compostable bags plug up the screens, and others get screened out.

Further screening occurs at Recology's facility in San Joaquin County, where the compost gets left in heaps to biodegrade. Here, workers also pick out anything that looks like plastic, both manually and with screens.

That includes composting bags, unless they've broken open and are in small enough pieces to make it through the screens.

They're a "challenging material" to work with, Recology spokesperson Robert Reed said by email.

The 'messy middle'

But people like the bags. They are stronger and less leaky than other options like paper liners. Nonetheless, in addition to the physical challenges in the screening process, there are questions over whether the green compostable bags — generally known as bioplastics — add real value to the compost, which Recology sends primarily to local farms, or leave microplastic residue.

Research appears to be scant on the impacts of bioplastics on compost, soil quality and plant growth — and the National Organic Program said that it was unclear what benefits compostable bags could provide to compost.

From San Francisco's perspective, the ultimate goal of composting outweighs the inconvenience of pulling them out. The city doesn't want to risk confusing people, and turning them off of composting, according to Hilary Near, commercial Zero Waste senior coordinator for the San Francisco Environment Department.

"It's a messy middle," said Near.

Compostable bags are made of plant-based biopolymers, and they can also contain products and additives that allow them to resemble synthetic plastic, according to a National Organic Program technical report.

According to the Biodegradable Products Institute, a prominent certifier for compostable products in North America, products that it certifies must meet a minimum benchmark of being at least 90% degradable in an industrial facility.

However, the designation does not require that they leave no microplastics behind.

While Near said she didn't discount the issue of compostable bags leading to microplastics in compost, she doesn't see these microplastics as nearly as big a problem as the issue of distinguishing microplastics from regular plastic bags.

Starting next June, people in San Francisco and indeed all of California will not be able to buy compostable bioplastic bags anyway: Assembly Bill 1201 will require that bags with those labels meet federal standards set by the USDA for what goes into compost, and certified compostable products — whether they be bags or cups — don't meet that standard.

What's even more confusing for consumers is that "biodegradable" does not have a standard associated with it, whereas "compostable" does, Near said.

If you want to keep using the green bioplastic bags, go for one labeled as "compostable." State law requires that any product labeled with the word "compostable" meet a certain set of standards, as certified by BPI or other groups. (These particular standards apply only to industrial compost facilities — so if you're looking to put the green bag in your home compost, don't, since it won't break down unless it's treated under high temperatures at an industrial scale.)

The Biodegradable Products Institute said that its certification "evaluates the ingredients and finished product to ensure the material breaks down completely and does not persist." The group says that "conventional plastic is the real contamination issue, and unfortunately there is a lot of it because California does not have strong labeling requirements to identify certified compostable products easily."

Recology specifically notes that BPI-labeled bags are allowed in compost, and it prohibits those just labeled as "biodegradable." Even so, the compostable bags are still likely to get plucked out.

Alternative options

So for the avid composter looking to ease up the system, what can you do?

According to Will Brinton, a soil scientist who has studied compostable bags for decades, the thickness of the bioplastic bags is an important factor. Choosing thinner bags could get them through the composting process more easily.

Reed, the Recology spokesperson, said he puts a paper towel at the bottom of his compost pail to control odor. Then he puts in scraps — banana peels, eggshells, etc. Each night, he empties the pail and rinses it.

"Do that and you will wake up to a fresh kitchen every morning. No bag required. And more economical," Reed said by email.

Another choice, Brinton said, is organic materials — use paper liners or bags that will deteriorate much faster.

(Experts note that for paper, just avoid anything that may have silicone in it, like many types of parchment paper.)

Brinton acknowledges that it's going to be messier than a bioplastic. It's clumsy, and may soak through.

But for this, "messy is good," Brinton said.

Kate Galbraith (kgalbraith@sfchronicle.com) contributed to this report.

Don't put green 'compost' bags in your green Oakland compost bins

Bioplastics are often advertised as compostable. But curbside compost collectors can't process the bags or similar foodware.

Oaklandside
by Natalie Orenstein
Aug. 12, 2026, 9:20 a.m.

The city recommends using paper to line your kitchen pails instead. Credit: Natalie Orenstein/The Oaklandside

In Oakland, we have access to some of the freshest produce in the country. But what's a home cook to do with all the citrus peels, carrot tops, and other food scraps a meal can generate?

For many upstanding environmental citizens, the answer is obvious: compost them. But, in trying to do the right thing, many Oakland residents are inadvertently contaminating every load they place in their green curbside bins.

That's because those green "compostable" bags that many people use to contain their food scraps often don't break down into a safe and usable compost. As a result, the local compost collector doesn't accept them.

"Emerging research suggests that compostable plastics can pose human health and environmental risks as well as challenges to waste management programs," says the regional agency StopWaste.

While these "bioplastics" are made from organic materials, they require specific environmental conditions to break down and decompose. And some of these products contain additives or aren't transparent about the materials they use.

Fast facts

- Oakland doesn't accept bioplastic bags in the compost
- "Compostable" cups and utensils are also prohibited
- You can line your kitchen pails with paper instead, or put them in the freezer

In 2023, Oakland adopted an ordinance limiting the distribution of single-use foodware like plastic cups and utensils — including the so-called compostable kind — by restaurants. Throughout this process, the city had conversations with Waste Management, Oakland's curbside trash and composting contractor, said Rebecca Parnes, the city's recycling manager. The company decided to stop accepting bioplastics, including the green bags.

Parnes said the reckoning over bioplastics was fairly recent and gradual.

"If people have been buying compostable bags and putting them in their compost, they shouldn't feel bad, because they thought they were doing the right thing," she said. "And for a period of time, a lot of cities were promoting it, because we thought it was the right solution. Now that we're learning more, we're realizing it's not."

Confusingly, several cities in Alameda County do accept bioplastic bags in compost. You can find illustrated regulations for cities in three Bay Area counties online. But, according to Parnes, only one facility in the state can actually process bioplastics — and it's in Southern California.

Composting rules should become clearer and more standardized in coming years, due to a couple of state laws meant to reduce waste and encourage transparency.

Senate Bill 1383, which went into effect in 2022, required cities in California to offer organic waste collection services. It specified that cities can accept compostable plastics only if the facilities they use provide annual notice that they are able to process them. Another 2022 law, SB 54, required clearer labeling on packaging.

Currently, plastic bags of all sorts are the most common contaminant found in local compost (and in recycling bins, where they're also prohibited), Parnes said. But she's seen

plenty of more creative stuff, too — including a television once placed in a green bin in Oakland. The city conducts regular audits of curbside bins.

So what happens if you do put a green bag of fruit and vegetable scraps in your bin?

At Waste Management's processing facility in Altamont, contamination, including "compostable" plastics, "is sorted out during processing and directed to the landfill," said spokesperson Daiane Cezário in an email.

Parnes said industrial processors typically grind up compost, then sift it through a series of screens that separate out larger items. This process catches a lot of contaminants, but it isn't perfect, she said.

Waste Management sells the compost it processes to farmers, landscapers, and other customers. In comments made to the state legislature in 2023, the company said there's a market for compost that includes (uncoated) paper scraps, but it's much harder to sell compost contaminated with plastic. It's also hard to effectively sort it out with existing technology, the company said at the time.

What should Oakland residents do with their home compost?

Products made from bioplastics, and produced by a number of different companies, are often advertised as compostable. But in Oakland, they're not.

For residents who rely on green bags, it might be difficult to figure out what else to do with your drippy, stinky food scraps. Those bioplastic bags – sold in bulk at places like Costco and provided for produce at popular local stores like Farmer Joe's and Berkeley Bowl — presented a convenient, but ultimately too-good-to-be-true, solution.

Parnes often uses small paper bags she's accumulated, like the ones that bread loaves come in. Or you can use mail or shredded paper to line your kitchen pails. Many people also keep their food scrap buckets in the freezer or fridge to avoid leaks, rotting, and fruit flies.

We've heard from a reader who expressed concern about residents interacting with mold and bacteria if they have to regularly dispose of compost that isn't contained in a bioplastic bag. He said he wears an N95 mask when dumping scraps into the curbside bin, which in some households or buildings might already have food rotting in it from earlier in the week.

Several people have told us they were unaware that green bags are prohibited in Oakland compost.

Parnes said the city and its waste collectors both provide public education on what's permitted where — including through tabling at public street fairs, including literature with bills, directly mailing residents annually, and posting on social media. Oakland lists acceptable and unacceptable items online.

But she said the city doesn't have the staff or funding to raise as much awareness as it would like. And bioplastic products sold to customers often have inaccurate information on the packaging.

So what's a resident to do with your leftover roll of green bags? Treat them like any other plastic bags, Parnes said: "Put them in the trash."

"We've been sold the idea that this is an easy solution," she said. "Really, the best solution for most things are reusables, because they don't have as big of an environmental footprint or toxins or all the other things we don't want."