

To:	Samantha Carr, <i>Environmental Manager, City of Richmond</i>
From:	Garth Schultz, <i>Principal, R3 Consulting Group Inc.</i>
Date:	April 27, 2023
Subject:	<b>Findings from Analysis of Richmond's Solid Waste Agreements</b>

## Background

### Richmond's Solid Waste Agreements

The City of Richmond entered into the Collection Agreement with Richmond Sanitary Service (operated by Republic Services) in 1985. The Collection Agreement includes the collection of solid waste, recycling, and organic waste generated within City boundaries. Additionally, the City contracts with Golden Bear Transfer Services, Inc. (operated by Republic Services) for solid waste transfer services.

The City of Richmond as a member city of RecycleMore entered into a new Post-Collection Agreement with Republic Services and its subsidiaries in 2014. The Post-Collection Agreement directs the solid waste, recycling, organic, and household hazardous waste collected within its service territory for appropriate disposal.

The Collection and Post-Collection Agreements are set to expire June 30, 2025 and the transfer services agreement is set to expire December 31, 2025. Though these expiration dates are two years away, the process of arranging for ongoing solid waste services generally takes two years or more to ensure time for a transparent public process, fulfillment of community needs, delivery of new capital, and smooth transition to successful delivery of programs and services.

### Richmond's Engagement of R3 Consulting Group Inc.

R3 Consulting Group Inc. (R3) was engaged by the City of Richmond (City) in July 2022 to provide consulting services related to the City's solid waste collection franchise agreement. Via that engagement, R3 is providing the City with:

1. Collection agreement analysis and recommendations including a summary of best practices, terms and conditions, programs, and key provisions for consideration in an amended or new collection agreement.
2. Community profile and metrics, including a solid waste profile and conditions assessment.
3. Solid waste collection gap analysis.
4. Community engagement, including a multilingual community survey, presentations at community meetings, stakeholder engagement interviews, and community workshops.
5. Financial analysis of the City's solid waste rates.
6. Council, staff, and community meetings, as needed.
7. Support for negotiating new solid waste agreements, as needed.
8. Progress update presentations to the City Council, as needed.

With remittance of this memorandum, R3 has completed items 1, 2 and 3 listed above. Item 4 (community engagement) has been underway since January and is anticipated to be completed by July 2023. Item 5 will be completed in May 2023, and items 6, 7 and 8 will be completed as necessary and at the direction of City staff.

# Analysis and Findings

## Collection Agreement Analysis, Gap Analysis & Recommendations

R3 has prepared a summary of best practices, terms and conditions, programs, and key provisions that should be considered by the City in its amended or new collection agreement. We have also conducted a thorough review of the City’s current Agreements, and our analysis includes findings and recommendations for new terms, conditions, programs and services that should be included in the City’s future solid waste agreements. R3 also researched, assessed, and leveraged current plans, policies, City services, and delivery methods to conduct a gap analysis and establish findings and recommendations for the City’s future solid waste collection agreement and other agreements.

As a result of our review, we recommend that the City seek to establish new solid waste agreements. The City’s existing collection agreement, which was originally executed in 1985 and has been amended several times, is out of date and should be replaced with a modern agreement that meets current industry and regulatory standards. Given the scope of these new terms and conditions, it is not feasible to amend the existing agreement – a new agreement is necessary to meet the City’s needs and interests.

Additionally, we conclude the transfer services agreement is no longer necessary: the services, terms and conditions of that agreement can be included in the City’s collection services agreement, or the RecycleMore Post-Collection Agreement. Finally, revisions to the Post-Collection Agreement should be considered given changes in the recycling and organics processing market landscape since that agreement was executed. A summary of our findings and recommendations is included in Tables 1 and 2, below and on the following pages.

**Table 1 - Franchise Agreement Assessment with Comparatives**

Agreement Provision	Best-Practice Examples	Analysis of Richmond Agreements (green means adequate, yellow means optional, orange means recommended change)
Contract Term	Agreements of this nature may have a base term of ten (10) years (with an option to extended up to two (2) five-year extension terms.	Twenty-five (25) year initial agreement started July 1, 1986, and terminating June 30, 2011. Term extended to June 30, 2025, by 1994 amendment. Option to extend is not outlined in the agreement or amendments.
Base Service Level (Deal Point 1)	All Customers <u>will</u> receive garbage, recycling, and organic waste collection (Organic waste including green waste and food waste).	Residential customers are provided garbage, recycling, and organics, including food scraps collection. (Sections 1.a of 2014 Amendment).  MFD customers are provided garbage service, recycling, and organics, including food scrap collection. (Sections 1.a of 2014 Amendment).  Commercial customers provided garbage, recycling and organics service (food scraps). (Sections 1.b and 1.c of 2014 Amendment)  <i>R3 recommends including variable cart size for all services, not just garbage.</i>
Large Item Collection	Each residential customer has on-call large item collection available up to two (2) times per calendar year.	Residential Customers (includes duplexes) may choose a total of two (2) annual Curbside Clean-up Services per year. Of which, Residential Customers are limited to one (1) Bulky Item Service request per year. The options for the On-call Curbside Clean-up Services include: • Bagged Trash - Up to fifteen (15) 35-gallon bags of non-hazardous residential household trash or green waste

Agreement Provision	Best-Practice Examples	Analysis of Richmond Agreements (green means adequate, yellow means optional, orange means recommended change)
		<ul style="list-style-type: none"> <li>• Bulky Items - Up to three (3) eligible bulky items which includes up to five (5) E-waste disposal (Exhibit B to 2014 amendment.)</li> </ul> <i>R3 recommends adding MFD program and increasing number of collections to three or more</i>
Holiday Tree Collection	All residential customers can dispose, free of charge, their holiday tree during their regular day of collection from December 26 <sup>th</sup> to the second Friday in January.	<p>Whole natural, flocked or artificial Holiday Trees shall be collected in Annual Residential On-Call Curbside Clean-ups. Holiday Trees set out for collection outside the organics cart without arranging for a scheduled On-Call Curbside Clean-up, will be collected at additional cost billed to the Customer's account (\$15 in 2014 and indexed to CPI annually). (Exhibit B to 2014 amendment.)</p> <p><i>R3 recommends adding free of charge collection separate from on-call bulky collection from December 26<sup>th</sup> to the second Friday in January.</i></p>
City-sponsored Events and City Litter Containers	Collection service provided for all City events at no charge and all City litter containers.	<p>Contractor provides free collection to all city owned facilities and collects from 50 city-provided containers. (1991 Amendment, Section 5.3)</p> <p>One (1) time per week collection service for 150 street cans in City-designated business areas. (2014 Amendment, Exhibit A-1, Section 3.b.)</p>
Clean-Up Day Events	Residential customers can drop off garbage at a designated location up to two (2) times per calendar year.	<p>Contractor provides Two annual, city-wide collections (1991 Amendment, Section 5.4).</p> <p>Also includes free HHW drop off and mobile collection for residents 60+ or disabled (Post-Collections Agreement, Section 4.1.7).</p>
Free Paper Shredding Events	Residential customers can participate in a paper shredding event at a designated location up to four (4) times per calendar year	Not included.
Mulch or Compost Delivery	Contractor must supply the City with either up to 2,000 cubic yards of mulch or 1,000 cubic yards of compost.	<p>Not included in the franchise agreement, but the Post-Collections agreement provides for compost and mulch deliveries by contractor (includes RSS) to the City upon the City's request. Limited to 1% annually of the organic materials tonnage from the member agency to the organic materials processing facility. (Section 4.1.5)</p> <p>Adding to agreement would assist with SB 1383 procurement requirements.</p>
Edible Food Recovery Support	Contractor will provide support for the City's Edible Food Recovery program.	Not included.
Collection Containers	Contractor must provide new collection containers to all Service Recipients.	Blue cart for recycling, green cart for organic materials. (Exhibit A-1, 2014 Amendment).

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	<p>Container color and labeling shall be subject to approval by City; and containers (lid and body) shall be gray or black for garbage, blue for recycling, and green for organics.</p>	<p><i>R3 recommends adding trash cart and bin lid color requirements</i></p>
Collection Vehicles	<p>Contractor must use new Collection Vehicles at the start of this Agreement and may not use any Collection Vehicle that is more than ten (10) years old during the term of the Agreement. Collection Vehicles must utilize low carbon (“alternative”) fuel, which includes renewable diesel, biodiesel, hydrogen, ethanol, methanol, natural gas, renewable natural gas, propane, P-series fuels, and electric. If during the term of the Franchise Agreement, new technologies are available such as hybrid or electric powered collection vehicles, the City or the Contractor may request/negotiate implementation of such new collection vehicles, with a corresponding change to the Maximum Service Rates to reflect additional cost or savings.</p>	Not included.
Collection Vehicle Technology	<p>Contractor must use Collection Vehicles fitted with GPS tracking devices that can be used to record start and stop times, vehicle locations, and maximum speed. Contractor shall furnish to the City at no additional cost or expense any software and equipment necessary for City to track the location of Collection Vehicles in real time and to generate reports as needed. Collection Vehicles must also be fitted with cameras that are programmed to take photos, date and location stamped, to document violations, including</p>	Not included.

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	contamination, overfilling, and lids not closed. GPS and camera data must be accessible by City.	
Disposal /Processing Facilities	City has control of where the material collected in the City goes. This allows the City more discretion overprocessing costs.	Effective August 1, 2014, in accordance with the Post-Collection Agreement the City hereby directs the flow of all recyclable materials to the Designated Facilities as defined in the Post-Collection Agreement. (2014 Amendment, Section 8 b).  Transfer Station agreement directs flow of solid waste.
Guarantee of Organic Waste and Recycling Capacity	Contractor shall guarantee capacity for all Organic Waste and Recyclables for the term of the Agreement using a facility approved by the City.	Contractor to provide and maintain at its own cost and expense a sanitary collection service and disposal system sufficient in capacity to collect and dispose of all solid wastes in the city. (Section 3 of Original Agreement)  Contractor warrants that as of January 1, 2014 it has capacity at the Landfill and the Approved Processing Facilities to perform the services required under this Agreement throughout the Term and that it shall maintain that capacity through the Term. This includes organic materials and recyclable materials processing capacity. (Post-Collections Agreement, Section 9.2 J)  <i>R3 recommends including capacity guarantee in agreement in case the City decides to not continue the Post-Collections Agreement.</i>
Diversion Standards	Contractor must meet the following Diversion requirements: <ul style="list-style-type: none"> <li>• 50% of all material by 2023.</li> <li>• 55% of all material by 2025.</li> <li>• 60% of all material by 2029.</li> </ul>	Not included in franchise agreement. Post-Collections agreement sets standards for Dry Load and C&D diversion (Exhibit 8.19 A).  <i>R3 recommends City consider Diversion Standards options of either setting Diversion requirements and associated liquidated damages or a programmatic focus with measurable goals and implementation requirements.</i>
Customer Billing	Contractor must meet billing and performance standards to the satisfaction of the City.	Not included.
Contractor Rate Adjustment	Contractor's rates include collection, disposal, organics and recyclables processing, and Contractor directly pays these costs. The Maximum Service Rate adjustment shall be calculated using the percentage change in the CPI between the base year, with a maximum increase of 4% in any year. To be eligible for a CPI adjustment, contractor	Residential base rates with annual CPI (SF-Oakland, all urban). Years 2014-2017= actual change (prior 12 months) or 3%, whichever is less. For years 2018-2025, actual change or 3.25 %, whichever is less. the amount of increase in excess of 3.00% or 3.25% as the case may be, shall be carried over and applied to the following year(s) and applied to the residential rates so long as rates does not exceed the limit of 3.00% or 3.25%, as applicable. (2014 Amendment Section 5)  <i>R3 recommends adding cap to all rate categories.</i>

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	must meet specified performance standards.	
Administrative Fee	Contractor will pay the City 10-15% Contractor's Gross Billings or Gross Receipts.	Contractor pays Franchise Fees to the City equal to 17.5% of Gross Receipts. (2019 Amendment, Article VIII, Section 8.1)
Reimbursement of Procurement/ Negotiations	Contractor to reimburse the City \$150,000 for the procurement and negotiation process.	Not included.
Performance Reviews	City may conduct billing audit, financial audit, and performance reviews of Contractor's performance. City (or specified firm) may conduct reviews at any time during the term of the Agreement. Contractor shall pay the entire cost of such review.	No performance review included.  <i>R3 recommends adding a Performance Review requirement that is tied to future contract extensions.</i>
Sustainability Representative	Contractor will hire staff, including at least one dedicated full-time Sustainability/Compliance Representative, to conduct site visits and provide outreach and education in support of meeting goals/requirements. This position is to maximize the diversion of the recycling and organics collection programs by interacting directly with customers.	Two, full time recycling coordinators to be dedicated to the Authority service area (cities of El Cerrito, Hercules, Richmond, Pinole, & San Pablo). (Section 1.f of 2014 Amendment and Section 4.1.8, Post-Collections Agreement)  <i>R3 recommends adding dedicated Recycling Coordinator(s) and Contractor to provide staff for contamination route audits/etc.</i>
Diversion and Sustainability Work Plan	Contractor required to develop and implement a Diversion and Sustainability Work Plan to identify areas of concern and opportunities of improvement regarding diversion.	Not included in franchise agreement, but an Outreach and Education Plan is included in the Post-Collections Agreement (Exhibit 4.1.9)  <i>R3 recommends adding requirement for a City-specific annual diversion and sustainability plan that includes specific and measurable actions and goals to be completed by the Recycling Coordinator to increase Commercial/MFD diversion and require Contractor to document results of site visits.</i>
Annual Collection Notice	Contractor required to create and distribute an Annual Collection Notice to all customers with content created and distributed by the Contractor for no additional cost and approved by the City.	Not included in franchise agreement, but notice requirements are included in the Post-Collections Agreement (Exhibit 4.1.9)  <i>R3 recommends adding SB 1383 outreach requirements in the franchise agreement.</i>

Agreement Provision	Best-Practice Examples	Analysis of Richmond Agreements (green means adequate, yellow means optional, orange means recommended change)
Reporting Requirements	<p>Contractor required to submit monthly, quarterly, and annual reports to the City.</p> <p><u>Quarterly Report:</u></p> <ul style="list-style-type: none"> <li>• Sustainability and Compliance Report (AB 341, AB 1826, and SB 1383 Compliance Data, current level of Recycling and Organics program participation at each non-exempt account).</li> <li>• Technical Assistance Data (numbers of site visits, calls, etc.)</li> <li>• Outreach and education</li> <li>• Contractor Billing Account Information (Gross Rev, Franchise Fee, SWM Fee).</li> <li>• Franchised Tonnage &amp; Service Data.</li> <li>• Non-Collection occurrences.</li> <li>• Overweight Vehicle Reporting</li> <li>• Collection Overages Charges.</li> <li>• Service Recipient Complaint Log.</li> <li>• Contamination Reporting</li> <li>• Storm Drain Waste Removal</li> <li>• Account Verification.</li> </ul> <p><u>Annual Report:</u></p> <ul style="list-style-type: none"> <li>• Financial Report.</li> <li>• Public Education Summary.</li> <li>• Summary of Programs.</li> <li>• Garbage Data.</li> <li>• Recycling Data.</li> <li>• Organic Waste Data.</li> <li>• Commercial Outreach Report.</li> <li>• Customer Service Log.</li> <li>• Green Pages.</li> <li>• Overweight Vehicle Data.</li> <li>• Bin, Cart, and Vehicle Inventory.</li> </ul>	<p>Contractor required to submit quarterly reports related to revenue and expenses, amount and disposition of solid waste collected, and compliance with diversion requirements. (1994 Amendment, Section 9.1)</p> <p><i>R3 recommends adding additional reporting requirement in line with best-practice examples.</i></p>

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	<ul style="list-style-type: none"> <li>• Collection Container &amp; Vehicle Inventory</li> <li>• Diversion Rate (Later Diversion Calculation +Data)</li> <li>• Waste Characterization Audit</li> <li>• Annual Sustainability and Compliance Report (AB 341, AB 1826, and SB 1383 Compliance Data, current level of Recycling and Organics program participation at each non-exempt account).</li> </ul>	
Liquidated Damages	<p>The following are liquidated damages with fines ranging from \$25 - \$5,000:</p> <ul style="list-style-type: none"> <li>• Failure to respond to each complaint within three (3) workdays of receipt.</li> <li>• Failure to maintain call center hours as required by this Agreement.</li> <li>• Failure to submit to City all reports by the deadlines.</li> <li>• Failure to submit to City all payments by the deadlines.</li> <li>• Failure to display Contractor's name and customer service phone number on collection vehicles.</li> <li>• Failure to collect a missed collection by close of the next workday upon notice to Contractor that exceeds twenty (20) in any calendar year.</li> <li>• Failure to repair or replace damaged containers to deliver or exchange containers within the time required by this Agreement, that exceeds twenty (20) in any Calendar year.</li> <li>• Failure to maintain collection hours.</li> </ul>	<p>Not included in the hauling agreement but is include in the Post-Collections Agreement (Exhibit 8.19).</p> <p><i>R3 recommends adding Liquidated Damages and associated Performance Standards.</i></p>



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	<ul style="list-style-type: none"> <li>• Failure to have Contractor personnel in Contractor-provided uniforms.</li> <li>• Failure of Contractor to follow recyclable materials and organic waste contamination procedures in this Agreement.</li> <li>• Failure for Collection Container to be compliant with specifications.</li> <li>• Failure of Contractor to meet the customer service requirements.</li> <li>• Failure to clean up spillage, including vehicle leaks, or litter on public streets located within City caused by Contractor's collection vehicles within two (2) hours after notice.</li> <li>• Disposal of separately collected recyclable materials or separately collected organic waste in the disposal facility without first obtaining the required permission of the City.</li> <li>• Failure to deliver garbage collected under this Agreement to the disposal facility, except as otherwise expressly provided in this Agreement.</li> <li>• Failure to submit a Diversion Corrective Action Plan.</li> <li>• Failure to display Contractor's name and customer service phone number on Collection Vehicles.</li> <li>• Failure to achieve the Franchised Diversion Rate as required.</li> <li>• Overweight Collection Vehicles.</li> <li>• Failure to Perform Public Education and Outreach Tasks</li> </ul>	

Agreement Provision	Best-Practice Examples	Analysis of Richmond Agreements (green means adequate, yellow means optional, orange means recommended change)
Performance Bond	\$1,000,000 Performance Bond.	\$5000,000 Performance Bond and \$500,000 Fidelity Bond (2003 Amendment, Section 11, amending Sections 12.6 and 12.7 of the franchise Agreement).
Insurance Requirement	<p>Contractor required to hold and maintain the following insurance coverage throughout the term of this contract:</p> <ul style="list-style-type: none"> <li>Comprehensive General Liability: \$3,000,000 per occurrence. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit will apply separately to this Agreement, or the general aggregate limit must be \$5,000,000.</li> <li>Automobile Liability: \$10,000,000 per accident for bodily injury or property damage.</li> <li>Worker's Compensation: \$3,000,000 per accident for bodily injury or disease; and</li> <li>Contractor's Env. Pollution Liability: \$3,000,000 per claim or occurrence and \$5,000,000 aggregate, with five (5) years tail coverage.</li> </ul>	<p>Collector shall maintain limits no less than:  General Liability: \$5,000,000 per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.  (b) Automobile Liability: \$3,000,000 combined single limit per accident for bodily injury and property damage.  5  (c) Workers' Compensation and Employer's Liability: \$1,000,000 each accident, \$1,000,000 policy limit bodily injury or disease, \$1,000,000 each employee bodily injury by disease.  (d) Pollution and/or Environmental Impairment Liability: \$3,000,000 each occurrence/\$10,000,000 policy aggregate.</p>

**Table 2 - SB 1383 Compliance Opportunities**

Agreement Provision	Best-Practice Examples	Analysis of Richmond Agreements (green means adequate, yellow means optional, orange means recommended change)
Outreach and Education	<p>a. Update annual collection service notice to include all information required in SB 1383 18985.1 (a)</p> <p>b. Update website to include all information required in SB 1383 18985.1 (a), including the list of edible food recovery services 18985.2 (a)</p> <p>c. Commercial AND residential container lid (and body, at Hauler's option) colors for all new containers put into service must be gray or black</p>	<p>a. Annual Collection Service Notice – requirements should be updated.</p> <p>b. Post-Collections agreement addresses some requirements but should be addressed in the franchise agreement.</p> <p>c. Should be addressed in agreement.</p> <p>d. Should be addressed in agreement.</p> <p>e. Should be addressed in agreement.</p>

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	<p>for garbage, blue for recycling, and green for organics.</p> <p>d. Labels for new containers put into service (commercial and residential) must meet SB 1383 18984.8 (a)-(c), specifying what materials are allowed to be placed in each container and items that are prohibited container contaminants for each container subject to City pre-approval</p> <p>e. Modify contamination tag/hanger as appropriate to meet notification requirements in SB 1383 18995.1 (a) (4) subject to City pre-approval</p>	
Waivers	Assist generators with verification of physical space constraints when generator submits an application for a physical space waiver.	Should be added.
Monitoring and Enforcement Assistance	<p>Hauler to report instances of contamination discovered via route reviews or other regular activities to City for enforcement action</p> <p>Hauler to report businesses that meet edible food recovery qualifications and are not donating edible food if discovered during regular site visits to City for enforcement</p>	Should be added.
Route Reviews	18984.5 (b) Route Reviews: Conduct a route review for prohibited container contaminants on randomly selected collection route annually. Containers may be randomly selected along a hauler route. This section should not be construed to require that every container on a hauler route must be sampled annually.	Optional, but if RSS is doing contamination monitoring anyway, should be easy to adapt their operations to meet requirements.
Contamination Monitoring	Contact or written notice to generator upon discovering contaminants (left at door, gate and/or through mail, email, or electronic message) is required.	Should be described in agreement.

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Procurement	Provide giveaway twice per year of up to CITY TARGET tons of compost or CITY TARGET tons of mulch, or a combination of the two using an equivalency factor of 0.58 tons of compost per ton of mulch, as directed by the City and at such a location as the City provides	Not included in agreement, but the Post-Collections agreement provides for compost and mulch deliveries by contractor (includes RSS) to the City upon the City's request. Limited to 1% annually of the organic materials tonnage from the member agency to the organic materials processing facility. (Section 4.1.5)  <i>R3 recommends specific language for compost give-away events in agreement to show progress towards City Target.</i>

## Community Profile & Metrics

R3 has summarized key information about the City to demonstrate a community profile that will be a guide in the development of the City's new solid waste agreements. This includes identification of City priorities, goals, objectives, programs and services that should be considered in the development of the City's new collection agreement, as well as in a future Post-Collection Agreement.

## Demographics

The City of Richmond (City) is located in western Contra Costa County, with 32 miles of shoreline and a population of 110,567 residents. Richmond is a diverse community, with 43% of the population Hispanic/Latino, 20% African American, 18% White, 15% Asian, and 4% other/mixed race. The City is a major transit hub, with a BART station connecting to Amtrak and AC Transit. The downtown neighborhood is supported by the Property Business Improvement District (PBID), state-certified Main Street District, and the Richmond Main Street Initiative.

## Electronic Annual Report

According to the 2021 EAR filed by RecycleMore, the City has 24,353 residential generators with 3-bin collection (garbage, recycling, and organics) and 2,512 commercial generators with 3-bin collection. There are also 186 commercial customers that have received organics de minimis waivers that technically have 2-bin collection services. No recycling waivers were reported at the time the report was submitted, in August of 2023.

## Services Summary

The following services are offered to City residents and businesses by the current Franchise Agreement with Republic.

### Single family residents & duplexes:

- Three-cart service includes food scraps and a free kitchen pail (franchise agreement for services, the pails are purchased by the City or the Authority).
- (2) annual Curbside Clean-up Services per year. Limited to one (1) Bulky Item Service request per year. The options for the On-call Curbside Clean-up Services include (franchise agreement):
  - Bagged Trash - Up to fifteen (15) 35-gallon bags of non-hazardous residential household trash or green waste.
  - Bulky Items - Up to three (3) eligible bulky items which includes up to five (5) E-waste disposal.
- Free compost give-away (up to 2 CY) first Wednesday of each month (not included in FA).
- Free HHW drop off at West Contra Costa Household Hazardous Waste Facility. Mobile collection for residents 60+ or disabled. (Post-collection agreement)

- Free mattress drop off (3 per month) at West Contra Costa Household Hazardous Waste Facility.
- Neighborhood dumpster days three times per year (spring, summer, fall) with roll-off bins in up to four locations within the neighborhood (paid for by City). Curbside pickup is available for seniors and residents with disabilities only on the Friday prior to the dumpster day. (Paid for by the City through franchise fees with reduced rate provided by RSS in FA).

**MFDs:**

- Three cart/bin service includes food scraps.
- Free HHW drop off at West Contra Costa Household Hazardous Waste Facility. Mobile collection for residents 60+ or disabled.

**Commercial:**

- Three cart/bin service includes food scraps.

**HHW:**

Household Hazardous Waste (HHW) drop-off services are available to residents for free through the County’s agency RecycleMore<sup>1</sup>, including access to the West Contra Costa County HHW facility located at 101 Pittsburg Ave, Richmond. Small businesses may drop off their hazardous waste for a fee through the Very Small Quantity Generator (VSQG) program. Residents also have access to the El Cerrito Recycling Center. Door-to-door collection is available only to home bound senior and people with disabilities for most HHW items, however, curbside collection is available for used oil recycling. The County also provides resources for pharmaceutical and sharps take-back programs and locations, The California Paint Care Program for paint recycling, ReFuel your Fun for refillable propane gas cylinders, marine flare disposal, and non-toxic solutions for household cleaners, pest control, and garden management.

**Transparent Richmond**

Transparent Richmond includes the categories of Financial Transparency via the Capital Improvement Plan Budget<sup>2</sup>, Economic Development and Education, Sustainability and Health Equity, and Full Service and Safe Communities.

Additional demographic information is available on the City’s website, Transparent Richmond. This includes residential data such as an unemployment rate of 3.5% (compared with the County’s overall 3.2%), and that 51% of Richmond residents are homeowners (compared with the County’s overall 66%). The City currently has an operating revenue budget of \$427 million and an operating expenditure budget of \$519 million. Expenses related to solid waste management in the Capital Improvement Plan Budget FY19-20 to FY23-24 include \$76,214 for construction and maintenance of a Solar Big Belly Compactor stations and \$90,000 for Mosaic Trash Cans installation from RecycleMore.

Environmental data includes information about:

- The Richmond Tool-sharing Library, with 652 active memberships<sup>3</sup> and a mobile tool library with pop-up events<sup>4</sup>
- A total of 2,682 residential solar permits approved since 2012
- 92 miles of bikeways completed with another 130 miles planned that are yet to be built.

The site also shows data on Greenhouse Gas (GHG) emissions, related to the Climate Action Plan (CAP) goal of reducing GHG emissions by 15% by 2020. Unfortunately, this goal has not been met as of yet, with a decrease in residential emissions in recent years but not overall levels due to increased emissions

<sup>1</sup> <https://recyclemore.com/hazardous-waste/hhw-program-highlights/>

<sup>2</sup> <https://www.ci.richmond.ca.us/DocumentCenter/View/50340/Adopted-FY2019-20-to-2023-24-CIP-Budget>

<sup>3</sup> <https://richmondtoolibrary.myturn.com/library/>

<sup>4</sup> <https://www.ci.richmond.ca.us/4173/North-Richmond-Mobile-Tool-Library>

in industrial and commercial sectors. For solid waste emissions, there appears to be a significant reduction in GHG emissions from about 50,000 tons to 30,000 tons per year as of 2019. Currently, the largest source of emissions in the City is the transportation sector, increasing in recent years. The City has set a goal for at least 17% Electric Vehicle (EV) ownership by 2030 but is lagging at 3% currently.

Zero Waste data provided by the City includes the CAP goal to have 90% diversion by 2030, however the current diversion rate is only at 42.29% according to Transparent Richmond. The tonnage of garbage appears to be increasing in volume steadily over time. The City reports 92% compliance with AB 341 (commercial recycling) and 89% compliance/exemption with AB 1826 (commercial organics). The City also promotes a free compost giveaway event, which takes place every first Wednesday of each month. Residents may pick up as much as 2 cubic yards of compost between 9:00am-4:00pm, located at 101 Pittsburg Ave.

The Zero Waste data also shows a moderate reduction in recent years in the number of pickups required for illegal dumping occurrences, with an increase in overall tonnage collected from illegal dumping over the same period. The City has responded by increasing the number of neighborhood dumpster days, which similarly have seen an increase in tonnage over time. The most commonly dumped items remain mattresses, despite free mattress drop-off being made available to residents. Other commonly dumped materials include vehicle tires, electronic monitors, and "other" miscellaneous items.

The sub-category of Sustainability and Health Equity on Full Service and Safe Communities includes data on code enforcement and illegal dumping, which shows that 62% of code violations are from illegal dumping incidents. Tonnage of illegal dumping increased up through 2019 and appears to be steadily decreasing since then (data is needed for 2022). Incidents of illegal dumping are reported almost half the time by phone, which takes significantly more time to resolve than reports by website or mobile app (50+ days vs. less than 10 days). Therefore, the City would benefit from increasing the use of reporting via web and mobile app. Residents can obtain more information and report online at <https://www.ci.richmond.ca.us/1095/Illegal-Dumping> .

For the category of Sustainability and Health Equity, the City has developed the initiative of Health in All Policies (HiAP), which is described in more detail in the City Initiatives section below. Sustainability and Health Equity data also includes renewable energy and energy efficiency, which shows that the use of natural gas has increased significantly in both residential and commercial sectors making up 60% of the City's energy use overall. Renewable energy has also increased significantly, primarily through local solar installations and financial assistance to low-income households to install solar on their rooftops. Green Business and Industry efforts include the Contra Costa Green Business Program, but no statistics are available for Richmond Green Businesses. The City also sponsors the RichmondBUILD green jobs training program.

Another sub-section of Sustainability and Health Equity shows Urban Forestry and Green Infrastructure projects, including the CAP strategies to support tree-planting, local agriculture, and green street design. The City also uses the Climate Smart Cities tool which leverages GIS data analysis to help identify areas to prioritize for climate resilience projects<sup>5</sup>. Next, Community Resilience surveys show that 83% of residents exercise, 95% conserve water, 85% visit their neighbors, 48% are in "good" physical health, 16% are in "good" economic health, and 54% are prepared for emergencies.

The Sustainability and Health Equity site also links to CalEnviroScreen environmental quality data such as air pollution. For all environmental indicators, the City ranks in the 67th percentile overall. For general pollution burden the City is in the 55th percentile, PM2.5 is 37th percentile, but diesel PM is high at 78th percentile and toxic releases are at 75th percentile. Asthma rates in the City are significantly higher than the surrounding areas at or above the 90th percentile. Density of toxic release is also significantly higher than surrounding areas, as is 'housing burden' (low income vs. high costs). The City ranks at the 59th percentile for cleanup sites, 53rd percentile for groundwater threats, and 67th percentile for hazardous waste. Overall, the City is only at the 12th percentile for solid waste pollution, however this increases to as much as the 98th percentile when looking at coastal areas of the City where solid waste and industrial facilities are located.

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<sup>5</sup> [https://web.tplgis.org/richmond\\_csc/](https://web.tplgis.org/richmond_csc/)

The City has several avenues for Community Air Monitoring. Partnerships with Groundwork Richmond and Ramboll allowed for the installation of 50 air monitoring sensors across the City, completed in 2018. The wastewater treatment plant has air monitoring and fence line air monitoring was installed around the perimeter of the Chevron refinery. Air monitoring data can be reviewed at <https://www.richmondairmonitoring.org/measurements.html> .

## **City Initiatives**

### **Health in All Policies (HiAP)**

The City adopted the HiAP Strategy and Ordinance in 2014, which seeks to improve health equity by integrating health and wellness throughout all City policies, programs, and operations. A 2020 Progress Report was published<sup>6</sup> which reviews intervention areas of Governance & Leadership, Economic Development and Education, Full Service and Safe Communities, Environmental Health and Justice, Residential and Built Environment, and Quality & Accessible Health Homes & Services. Environmental Health & Justice initiatives include expansion of solar installations, clean air monitoring and enforcement, conducting a food census, an annual Park Prescription Day, and installation of EV charging stations in accessible locations. Richmond was the first city in the Bay Area to install EV charging stations in disadvantaged neighborhoods.

### **Climate Action Plan**

The City's Climate Action Plan was published in 2016<sup>7</sup>, with the mission to "Serve as a roadmap for the City to reduce greenhouse gas emissions, create jobs, and prepare for the impacts of climate change on public health, infrastructure, the economy, ecosystems, and public spaces in our community." The CAP is structured with four primary goals of Greenhouse Gas Emissions Reduction, Healthy and Resilient Community, Prosperous Local Economy, and Engaged Community and Educated Youth. These goals are further developed by eight objectives: Energy efficient buildings and facilities; Increased use and generation of renewable energy; Sustainable transportation and land use, Zero Waste; Water conservation; Green infrastructure, urban forestry, and local agriculture; Green business and industry, and; Resiliency to climate change. The CAP is based on the four primary goals and eight objectives, and then lays out 40 strategies and 449 actions to meet those goals and objectives.

Zero Waste strategies included establishing a Zero Waste framework, increasing participation in recycling programs and incentives, supportive waste collection service rates and schedules, increasing C&D waste diversion, promoting school waste diversion programs, adoption of a Zero Waste Ordinance and Zero Waste Strategic Plan to outline how to achieve the target established in the ordinance. The CAP specifically lists performance goals to adopt a Zero Waste Ordinance by 2017, achieve 90% diversion from landfills by 2030, and have 100% of schools with 3-bin collection programs by 2030. Management of these strategies is handled via the City Manager's Office, DIMO, and Planning & Building Services, and funding can be sourced primarily via Chevron ECIA, or Utility/Agency incentives. The City could consider negotiating funding during procurement for a Zero Waste Ordinance and Strategic Plan.

Zero Waste strategies in the CAP also align with the City's 2030 General Plan. For example, Objective 4 in the CAP supports the General Plan Policy EC3.3 Solid Waste Reduction and Recycling, to promote waste reduction and recycling to minimize materials processed in landfills. The General Plan also has Goal EC3 for Sustainable and Efficient Energy Systems that includes reducing the City's overall waste stream by reducing the City's consumption of goods and materials and adopting a zero-waste philosophy.

The CAP also discusses issues related to climate change resiliency and solid waste management. For example, the West Contra Costa Sanitary Landfill (WCCSL) is located adjacent to tidal wetlands and the San Pablo Bay. The Hazardous Waste Management Facility (HWMF) and the Class II landfill onsite are both surrounded by slurry walls with leachate extraction and monitoring wells. Leachate is conveyed to the adjacent West County Wastewater Treatment Plant for treatment and discharge. Additional permitted activities at WCCSL include the Golden Bear Transfer Station, Nove power generation facility, a concrete

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<sup>6</sup> <https://www.ci.richmond.ca.us/DocumentCenter/View/57209/HiAP-Report-2020>

<sup>7</sup> <https://www.ci.richmond.ca.us/3313/Climate-Action-Plan>

crushing plant, a green waste grinder, and a construction and demolition debris recycling facility. The WCCSL provides public access to resources such as the Bay Trail around the coastal perimeter<sup>89</sup>.

The CAP states the risks of climate change related to solid waste management and the WCCSL, including impacts on waste management facilities and systems due to flooding and coastal weather events. Some areas of the landfill are at risk from sea level rise and vulnerable to flooding, such that it could have a significant impact on public health and local ecosystems if contaminants were released. The current leachate collection system may not be able to collect and treat all of the additional water from flooding or sea level rise. Finally, the CAP explains that the current Regional Water Quality Control Board (RWQCB) long-term flood protection requirements help address the increased flood risks due to sea level rise, however, these requirements focus on site-specific actions and may not be sufficient where landscape-scale responses are needed.

The CAP also lists the City's accomplishments to-date such as:

- Creating the Richmond Build program in 2007 for green job training and employment opportunities
- Installation of solar on 175 low-income homes with support from GRID Alternatives
- Adoption of the 2011 Bicycle Master Plan
- Enrollment of more than 80% of residents and businesses in the Light Green power program via PG&E (50% renewable electricity sources)
- Construction of the MCE Solar One project 10.5MW solar facility at the Chevron refinery (largest municipal solar field in the Bay Area)
- The 2014 implementation of a 3-bin weekly collection system for all residents to have recycling and green waste

### **General Plan 2030<sup>10</sup>**

The City's updated General Plan for 2030 is structured around 15 primary Elements, which include:

- Economic development
- Education and Human Services
- Land Use and Urban Design
- Circulation
- Housing
- Community Facilities and Infrastructure
- Conservation Natural Resources and Open Space
- Energy and Climate Change
- Growth Management
- Parks and Recreation
- Health and Wellness
- Public Safety and Noise
- Arts and Culture
- Historic Resources
- National Historical Park

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<sup>8</sup> p397, CAP Appendix F: Climate Change Adaptation Study

<sup>9</sup> Figure 2-2: Impact of Sea Level Rise on City of Richmond Transportation and Energy Assets (page 25)

<sup>10</sup> <https://www.ci.richmond.ca.us/2608/General-Plan-2030>



## ***Communities Facilities and Infrastructure Element***

This Element includes a description of the City's hauler Richmond Sanitary Service (affiliate of Republic Services, Inc.) and services provided. Republic operates the facilities at Parr Boulevard including the Golden Bear Transfer Facility and the West Contra Costa Sanitary Landfill (WCCSL), which was closed as a landfill in 2009. The WCCSL was established in 1952 and a methane gas recovery system was installed in the 1980s, which powers a 1-megawatt power plant on the premises. The site now has operations for mixed recycling, organics composting, and C&D recycling. The Golden Bear facility transfers the City's garbage to Keller Canyon Landfill in the City of Pittsburg. Another affiliate of Republic, West County Resource Recovery, hosts the Integrated Resource Recovery Facility (IRRF) and a household hazardous waste facility at 101 Pittsburgh Avenue. The IRRF processes all of the City's recyclables before the materials are sold, shipped, and remanufactured.

## ***Energy and Climate Change Element***

Waste GHG Emissions: Although the West Contra Costa County Sanitary Landfill is now closed, buried wastes will continue to decompose and emit greenhouse gases such as methane for many years. Approximately 1% of Richmond's 2005 emissions were generated by the decomposition of solid wastes at this site.

### **Policy EC3.3 Solid Waste Reduction and Recycling:**

- Promote waste reduction and recycling to minimize materials that are processed in landfills.
- Encourage residents and businesses to reduce waste and minimize consumption of goods that require higher energy use for shipping and packaging.
- Encourage composting to reduce food and yard waste and provide mulch for gardening.
- Reducing waste and selecting minimum-impact products will conserve land and energy resources.
- Develop a comprehensive recycling and composting program for all city-owned facilities.

### **Action EC3.D Solid Waste Reduction and Recycling:**

Work with joint power authority or solid waste facility franchise holder to expand recycling programs and reduce the generation of solid wastes. Potential measures could include:

- Providing recycling containers in parks and public spaces;
- Establishing computer reuse and recycling programs;
- Expanding or enhancing recycling and green waste services for all residents and businesses;
- Providing locations for household hazardous wastes to be recycled;
- Encourage reuse depots and timber harvesting of removed urban trees;
- Work with solid waste hauler to expand the types of materials recycled and reused; and
- Include outreach and education efforts for all measures.

## **Community Programs & Initiatives**

### **Government Alliance on Race and Equity**

In 2018, the City joined the national network Government Alliance on Race and Equity (GARE), a joint project between Race Forward and the Haas Institute for a Fair & Inclusive Society at UC Berkeley<sup>11</sup>. GARE seeks to normalize conversations about race, organizing to achieve racial equity, and implementing new policies, practices, and organizational cultures. The City put forth a Richmond Racial Equity Statement, which states "In an effort to improve quality of life and provide fair outcomes for all Richmond residents regardless of race, the City must hold itself accountable to acknowledge and correct disparities caused by a history of inequitable policy decisions. The goal is to integrate a racial equity lens

<sup>11</sup> <https://www.ci.richmond.ca.us/3701/Government-Alliance-on-Race-and-Equity-G>

into all city services to foster a healthy and inclusive community for all.” The goals of Richmond GARE are as follows:

- City employees understanding and committing to racial equity
- Residents viewing Richmond as effective and inclusive in engaging the community
- The City of Richmond being a Racially Equitable Employer that promotes racial equity in contracting and procurement
- Healthy life outcomes are increased and racial disproportionalities are eliminated

## **Other City Plans**

### **Urban Greening Master Plan**

The Urban Greening Master Plan, adopted in 2017, serves as a guide to coordinate greening projects in Richmond. It includes a tree inventory, urban forest best practices, and a list of approved street trees.

### **Richmond Bicycle Master Plan**

The Richmond Bicycle Master Plan was adopted in 2011 to provide a blueprint for completing 145-mile system of bikeways and support facilities. It focuses on connecting neighborhoods and existing pathways, safe routes to schools, and access to major destinations. The plan includes criteria for bicycle facilities, priority project list, recommendations for increasing bicycle parking, design standards, and education/safety programs.

### **Richmond Pedestrian Plan**

The Richmond Pedestrian Plan was adopted in 2011 to improve the safety, convenience, and appeal of walking in the City. A Caltrans Environmental Justice Grant was awarded to help develop and implement the plan, with the priority of involving low-income and minority communities in planning to improve mobility, access, and safety. The planning process engaged the community in identifying improvements to local conditions that would help support equity and access to economic opportunity.