

DATE: 06/04/2025

- TO: Honorable Mayor and City Council Members Honorable President and Board Members
- FROM: Utilities Department

# 2025-228

## REQUEST FOR CITY COUNCIL AND CORONA UTILITY AUTHORITY ACTION

### SUBJECT:

FIFTH AMENDMENT TO THE AGREEMENT FOR REMOVAL, TRANSPORTATION AND DISPOSAL OF CLASS B BIOSOLIDS WITH SYNAGRO-WWT, INC. FOR BIOSOLIDS END USE

# **EXECUTIVE SUMMARY:**

This staff report asks the City Council to approve an amendment to the Agreement for Removal, Transportation, and Disposal of Class B Biosolids with Synagro-WWT, Inc. (Synagro). The amendment extends biosolids transportation, processing, and disposal services for one additional two-year term, bringing the total agreement length to six years, the maximum allowed under Corona Municipal Code Section 3.08.060(K).

# **RECOMMENDED ACTION:**

That the City Council:

a. Authorize the City Manager, or his designee, to execute the Fifth Amendment to the Agreement for Removal, Transportation and Disposal of Class B Biosolids with Synagro-WWT, Inc. of Baltimore, MD, in an amount not to exceed \$1,800,000 per fiscal year for Class B Biosolids End Use through June 30, 2027.

b. Authorize the City Manager, or his designee, to execute the Fifth Amendment to the Agreement for Removal, Transportation and Disposal of Class B Biosolids with Synagro-WWT, Inc. including the ability to negotiate and execute any nonsubstantive changes and extensions, purchase orders and amendments up to the 10% of the original contract amount.

That the Corona Utility Authority review, ratify, and to the extent necessary, direct that the City Council take the above actions.

## **BACKGROUND & HISTORY:**

The Water Reclamation Facility No. 1 (WRF1), located at 2205 Railroad Street, generates approximately 35 wet tons of Class B biosolids per day and approximately 12,500 wet tons of biosolids per year during the wastewater treatment process. As part of WRF1's National Pollutant Discharge Elimination System (NPDES) permit issued by the State Water Resources Control Board (SWRCB), these biosolids must be managed per Title 40 of the Federal Code of Regulations (CFR), Part 503. Accordingly, Class B biosolids are dewatered to approximately 18%-19% total solids and loaded into trailers that are weighed and staged onsite until they are hauled away. The UD's current contractor collects Class B biosolids from WRF1 and transports each load to a Synagro composting facility in Vicksburg, Arizona or Helendale, California.

Synagro was the sole respondent to the original Request for Proposals (RFP) and has provided these services under the current Agreement for Removal, Transportation, and Disposal of Class B Biosolids (Agreement) since September 1, 2021.

The current Agreement has been amended four times. Due to staffing challenges caused by the COVID-19 pandemic, the agreement was amended on April 6, 2022, to clarify separate compensation rates for Synagro depending on whether transportation services were provided to their composting facilities. The second amendment, established on July 1, 2022, clarified that the compensation issued in the original agreement was to be paid on an annual basis. The third and fourth amendments, on September 12, 2023, and June 18, 2024, respectively, were established to reflect the vendor's CPI-adjusted hauling rates for the two one-year extensions provided in the initial Agreement.

### ANALYSIS:

The initial Agreement was issued for a term of two years with the option for two separate one-year extensions, primarily due to uncertainty regarding the status of the failed biosolids dryer facility at WRF1 and the hope that it could be repaired and put back into service during that time. Currently, the dryer remains out of commission and is unlikely to return to service in the next two years.

Synagro maintains a substantial market share in the collection, transportation, and processing of Class B Biosolids in California and throughout the country. Therefore, staff recommends that the Fifth Amendment to the Agreement Synagro-WWT, Inc. be approved, extending the term of the agreement to June 30, 2027.

#### FINANCIAL IMPACT:

Funding for the recommended actions is included in the Fiscal Year 2025 and the Proposed Fiscal Year 2026 Utilities Department's Operating Budget. Funding in future fiscal years will be recommended through the budget process.

#### ENVIRONMENTAL ANALYSIS:

This action is categorically exempt pursuant to Section 15301 of the Guidelines for the California Environmental Quality Act (CEQA), which states that operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the CEQA determination, and is therefore exempt from CEQA. An environmental review is not required because the proposed action is not a project governed by the California Environmental Quality Act.

## **PREPARED BY:** MAURO CASAS, CHIEF RECLAMATION OPERATOR

## **REVIEWED BY:** TOM MOODY, UTILITIES DIRECTOR

### ATTACHMENTS:

- 1. Exhibit 1 Fifth Amendment
- 2. Exhibit 2 Synagro Letter for Trailer Rental Charges