



A G E N D A (Amended) Regular Meeting

BOARD OF DIRECTORS

June 18, 2015, 6:00 p.m.

Gonzales City Council Chambers
117 Fourth Street, Gonzales, California

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

Board Directors

County: Fernando L. Armenta
County: Simon Salinas, **Alternate Vice President**
Salinas: Gloria De La Rosa
Salinas: Jyl Lutes, **Vice President**
Salinas: Tony R. Barrera
Gonzales: Elizabeth Silva, **President**
Soledad: Richard J. Perez
Greenfield: Avelina T. Torres
King City: Robert S. Cullen

Alternate Directors

County: John M. Phillips
Salinas: Joseph D. Gunter
Gonzales: Scott Funk
Soledad: Christopher K. Bourke
Greenfield: Raul C. Rodriguez
King City: Darlene Acosta

TRANSLATION SERVICES AND OTHER MEETING ANNOUNCEMENTS

GENERAL MANAGER/CAO COMMENTS

DEPARTMENT MANAGER COMMENTS

BOARD DIRECTOR COMMENTS

PUBLIC COMMENT

Receive public comment from audience on items which are not on the agenda. The public may comment on scheduled agenda items as the Board considers them. Speakers are limited to three minutes at the discretion of the Chair.

CONSENT AGENDA:

All matters listed under the Consent Agenda may be enacted by one motion unless a member of the Board, a citizen, or a staff member requests discussion or a separate vote.

1. [Minutes of May 20, 2015, Special Meeting](#)
2. [April 2015 Claims and Financial Reports](#)
3. [May 2015 Member and Interagency Activities Report and Upcoming Events](#)
4. [Report on the Gonzales Clothing Closet Partnership with the Salvation Army](#)
5. [Report on the Johnson Canyon Landfill Flare and leachate Storage Tank Project](#)
6. [Report on the Storm Water Pollution Prevention Plan \(SWPPP\)](#)
7. [A Resolution Approving the 2015-16 Marketing Work Plan & Statistics Measurement Plan](#)
8. [A Resolution Approving the Contract Award to Randazzo Enterprises for the Johnson Canyon Landfill Grinding of Construction and Demolition Materials in the Amount Not to Exceed \\$74,000](#)
9. [A Resolution Approving Amendment No. 1 Authorizing a One-Year Extension to the Professional Services Agreement with Contreras Productions for the RecycleRama School Assembly Program in an Amount Not to Exceed \\$50,000](#)

*Added

10. [A Resolution Approving Amendment No. 2 Authorizing a Two-Year Extension to the Professional Services Agreement with SCS Field Services for the Environmental Control Systems Operations and Maintenance in an Amount Not to Exceed \\$526,625](#)
11. [A Resolution Approving a Two-Year Service Agreement with Hope Services, Inc. for Materials Processing and Litter Abatement at the Sun Street Transfer Station for an Amount Not to Exceed \\$284,900](#)
12. [A Resolution Approving a Two-Year Service Agreement with Stericycle Environmental Services for Household Hazardous Waste Transportation and Disposal/Recycling](#)
13. [A Resolution Approving a One-Year Professional Services Agreement with TWDC Industries, Inc. dba Vision Recycling for Green Waste Processing at the Johnson Canyon Landfill and Sun Street Transfer Station](#)

PRESENTATIONS

14. [2013-16 Strategic Plan Goals and Six-Month Objectives Progress Report](#)
 - A. Receive Report from the Management Team
 - B. Public Comment
 - C. Board Discussion
 - D. Recommended Action – None, Informational Only

CONSIDERATION

15. [A Resolution Approving a Memorandum of Understanding between Salinas Valley Solid Waste Authority, County of Monterey, and Ameresco, Inc. for Development and Delivery of Renewable Energy to the County of Monterey for the Crazy Horse Landfill Gas Power Project](#)
 - A. Receive Report from Patrick Mathews, General Manager/CAO
 - B. Public Comment
 - C. Board Discussion
 - D. Recommended Action – Adopt Resolution

FUTURE AGENDA ITEMS

16. [Agenda Items – View Ahead Schedule](#)

CLOSED SESSION

Receive public comment before entering into closed session:

17. Pursuant to **Government Code Section 54956.8** to confer with legal counsel and real property negotiators General Manager/CAO Patrick Mathews, Diversion Manager Susan Warner, and Legal Counsel Tom Bruen, concerning the possible terms and conditions of acquisition, lease, exchange or sale of 1) City of Salinas Property, APNs 003-012-005, APN 003-012-017 and APN 003-012-018, located between Work Street, Work Circle and Elvee Circle, Salinas, CA; 2) Salinas Valley Solid Waste Authority Property, APNs 003-051-086 and 003-051-087, located at 135-139 Sun Street, Salinas, CA; 3) Waste Management, Inc property located at 1120 Madison Lane, Salinas CA; and 4) City of Salinas property located at 156 Hitchcock Road, Salinas, CA.

RECONVENE

ADJOURNMENT

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This agenda was posted at the Administration Office of the Salinas Valley Solid Waste Authority, 128 Sun St., Ste 101, Salinas, and on the Gonzales Council Chambers Bulletin Board, 117 Fourth Street, Gonzales, **Friday, June 12, 2015**. The Salinas Valley Solid Waste Authority Board will next meet in **special session on Thursday, July 30, 2015**. Staff reports for the Authority Board meetings are available for review at:

► Salinas Valley Solid Waste Authority: 128 Sun Street, Ste. 101, Salinas, CA 93901, Phone 831-775-3000 ► Web Site: www.salinasvalleyrecycles.org ► Public Library Branches in Gonzales, Prunedale and Soledad ► City Halls of Salinas, Gonzales, Greenfield, King City & Soledad. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meeting, please contact Elia Zavala, Clerk of the Board at 831-775-3000. Notification 48 hours prior to the meeting will enable the Authority to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II). Spanish interpretation will be provided at the meeting. *Se proporcionará interpretación a Español.*

**MINUTES OF
THE SALINAS VALLEY SOLID WASTE AUTHORITY
SPECIAL BOARD MEETING
MAY 20, 2015**

CALL TO ORDER

President Silva called the meeting to order at 6:00 p.m.

ROLL CALL

The following Board Directors were present:

County of Monterey	Fernando Armenta
County of Monterey	Simon Salinas, Alt. Vice President
City of Salinas	Jyl Lutes, Vice President, 6:05 pm
City of Salinas	Tony Barrera
City of Salinas	Gloria De La Rosa, 6:05 pm
City of Gonzales	Elizabeth Silva, President
City of Soledad	Richard Perez
City of Greenfield	Avelina Torres
City of King	Robert Cullen

Staff Members Present:

Patrick Mathews, General Manager/CAO
Ray Hendricks, Finance Manager
Susan Warner, Diversion Manager
Cesar Zuniga, Operations Manager

Dave Meza, Authority Engineer
Rose Gill, HR/Organizational Dev. Manager
Elia Zavala, Clerk of the Board
Thomas Bruen, General Counsel

MEETING ANNOUNCEMENTS

Translation services were announced. No member from the public requested the service.

GENERAL MANAGER COMMENTS

(6:02) General Manager/CAO Mathews commented the following:

- The June Board meeting remains as scheduled. Directors Armenta and De La Rosa will be absent due to their attendance to the National Association of Latino Appointed and Elected Officials (NALEO) conference.
- Authority and Monterey Regional Waste Management staff have reviewed and provided comments on the Draft County Solid Waste Study. Staff will work to schedule a meeting with the Board as soon as the report is finalized and ready for presentation.

DEPARTMENT MANAGER COMMENTS

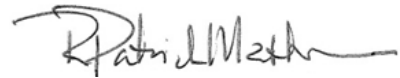
Diversion Manager Warner invited Board members or a member of their city staff to attend the California Resource Recovery Association conference the first week of August in Los Angeles. She commented on the progress of the clothing closet project with the Salvation Army, and thanked the City of Gonzales for donating Compressed Natural Gas van for this project.

BOARD DIRECTORS COMMENTS

(6:09) Vice President Lutes asked for a list of volunteers that participated in the Natividad Creek clean-up event so that she can recognize them. Director De La Rosa commented that she and Director Barrera participated at the Natividad Health Fair this past Sunday and handed out reusable bags. Director Cullen commented that he handed out the reusable

ITEM NO. 1

Agenda Item



General Manager/CAO

T. Bruen by ez

General Counsel Approval

bags made of 100% recycled agricultural plastic at the King City Farmers Market and has received positive comments from individuals in the agricultural industry. Board members announced Memorial Day events.

PUBLIC COMMENT

(6:12) None

CONSENT AGENDA

(6:13) General Manager/CAO Mathews requested that Item No. 8 be pulled for separate discussion.

1. Minutes of April 16, 2015, Meeting
2. March 2015 Claims and Financial Reports
3. April 2015 Member and Interagency Activities Report and Upcoming Events
4. Monthly Update on Strategic Plan Goals and Six-Month Objectives
5. Tonnage and Diversion Report for the Quarter Ended March 31, 2015
6. Resolution No. 2015-05 Approving a One-Year Professional Services Agreement with ECS Refining for the Hauling and Recycling of Electronic Waste for Fiscal Year 2015-16
7. Autoclave Demonstration Unit Progress Report

Public Comment: None

Board Comments: None

Motion: Director Barrera made a motion to approve the consent agenda with the exception of Agenda Item No. 8. Vice President Lutes seconded the motion.

Votes: Motion carried 9, 0

Ayes: Armenta, Barrera, Cullen, De La Rosa, Lutes, Perez, Torres, Salinas, Silva

Noes: None

Abstain: None

Absent: None

8. Resolution No. 2015-08 Approving a Radio Communication Site Lease Agreement with the County of Monterey for Installation of a Radio Communications Tower and Related Equipment at the Closed Lewis Road Landfill

General Manager/CAO Mathews reported that the Board received the most current draft of the lease agreement. The agreement is almost complete with the exception of some minor issues regarding insurance and lease assignment. General Counsel Bruen stated that staff is requesting a motion to approve the agreement in substantially the form presented to the Board, subject to changes approved by the General Manager and General Counsel.

Public Comment: None

Board Comments: None

Motion: Director Lutes made a motion to adopt Resolution No. 2015-06 approving the lease agreement in the substantially the form presented subject to changes approved by the General Manager and General Counsel. Director De La Rosa seconded the motion.

Votes: Motion carried 9, 0

Ayes: Armenta, Barrera, Cullen, De La Rosa, Lutes, Perez, Torres, Salinas, Silva

Noes: None

Abstain: None

Absent: None

PRESENTATIONS

9. QUARTERLY FACILITIES CUSTOMER SERVICE SURVEY RESULTS

(6:17) HR/Organizational Development Manager Gill presented the Sun Street facility customer service survey results which reflected 100% customer satisfaction.

Public Comment: None

Board Comments: The Board inquired about any customers from outside the City of Salinas. General Manager/CAO Mathews stated that the great majority are from the City of Salinas.

10. JOHNSON CANYON LANDFILL MATERIALS RECOVERY CENTER

(6:23) Operations Manager Zuñiga presented the new materials recovery center at Johnson Canyon Landfill and highlighted the Authority staff is now recycling used mattresses in-house as opposed using an outside vendor.

Public Comment: None

Board Comments: The Board commended staff for their work and briefly discussed used batteries recycling opportunities.

11. PERSONNEL SAFETY GOALS & OBJECTIVES FOR FISCAL YEAR 2015-16

(6:31) HR/Organizational Development Manager Gill presented the safety program for the next fiscal year, which were developed after the recent OSHA based audit conducted at that the facilities. The goals consist in formalizing already existing programs and procedures.

Public Comment: None

Board Comments: The Board discussed safety measures for customers visiting the facilities. Staff indicated that there is posted signage, various check points, and designated employees for greeting and traffic spotting.

CONSIDERATION

12. RESOLUTION NO. 2015-09 AUTHORIZING THE CONTINUANCE OF REVENUE-GENERATING PROJECTS AT THE CRAZY HORSE AND JOHNSON CANYON LANDFILLS

(6:37) Authority Engineer Meza provided an update on the Board goal to generate revenue from closed landfills. Two developers responded to the Request for Proposals, GC Environmental and ISM Solar. Mike Lucini with ISM Solar, briefly spoke about his company and its partnership with Sun Edison and Watershed Geo, as well as their solar energy concept plans for this project. Erik Paul from Sun Edison, also spoke on the subject. Jim Bier with Amereso spoke on the landfill gas-to-energy project partnership opportunities with these projects. Chris Regals with Watershed Geo was present.

Public Comment: None

Board Comments: The Board discussed the report and expressed support for the revenue generating projects presented.

Motion: Director Armenta made a motion to adopt Resolution No. 2015-07. Director De La Rosa seconded the motion.

Votes: Motion carried 9, 0

Ayes: Armenta, Barrera, Cullen, De La Rosa, Lutes, Perez, Torres, Salinas, Silva

Noes: None

Abstain: None

Absent: None

PUBLIC HEARING

13. RESOLUTION NO. 2015-06 APPROVING SERVICE FEES EFFECTIVE JULY 1, 2015 FOR RECYCLING, RESOURCE RECOVERY, AND DISPOSAL AT AUTHORITY LANDFILLS AND TRANSFER STATIONS AND ADMINISTRATIVE SERVICES

(7:04) Finance Manager Hendricks presented the proposed fees and rates. Diversion Manager Warner provided details on the proposed green waste contamination fees.

- Public Hearing:** The public hearing was opened at 7:17 p.m.
Doug Kenyon, with Republic Services, acknowledged that the green waste contamination situation was a Salinas problem and recommended implementation of a comprehensive educational outreach plan that informs customers of the consequences of contamination with a targeted completion date.
Roman Barba suggested having transparent plastic containers in order to see its contents.
After no further comments from the public, the public hearing was closed at 7:34 p.m.
- Board Comments:** The Board discussed the green waste contamination issue and how being handled and paid. One Board member felt that contaminated green waste loads should be charged as regular waste at the regular tipping fee. Some Board members felt that an educational outreach plan should be conducted before increasing the fees. Other Board members felt that education is already in place and is not changing habits. Some Board members did not support having the entire service area customers pay for the Salinas contamination issue.
- Motion:** Vice President Lutes made a motion to adopt Resolution No. 2015-08 approving the proposed rates and fees with the exception of the green waste contamination fees, until an education program can be completed. Director De La Rosa seconded the motion.
- Board Comments:** The majority of the Board expressed that they could not support the motion. Reasons included that outreach and education is already in place, in English and Spanish, and it is not changing habits, and that the entire service area customers should not have to pay for a Salinas specific problem.
- Staff Comments:** General Manager/CAO suggested a compromise where the rates are approved as presented effective July 1, 2015, with the exception of green waste contamination fees, which would become effective until January 1, 2016, to allow the City of Salinas and Republic Services to develop a plan to address the issue.
- Amended Motion:** Vice President Lutes amended the motion to adopt Resolution No. 2015-08 approving the Fiscal Year 2015-16 fees and rates effective July 1, 2015, with the exception of contaminated green waste rates, which are to become effective January 1, 2016.
- Votes:** Motion carried 9, 0
Ayes: Armenta, Barrera, Cullen, De La Rosa, Lutes, Perez, Torres, Salinas, Silva
Noes: None
Abstain: None
Absent: None

CONSIDERATION

14. RESOLUTION NO. 2015-07 APPROVING THE OPERATING BUDGET FOR FISCAL YEAR 2015-16 AND THE PERSONNEL ALLOCATION AND SALARY SCHEDULE

(7:52) Finance Manager presented the proposed budget.

Public Comment: None

Board Comments: The Board expressed support for the proposed budget.

Motion: Director Armenta made a motion to adopt Resolution No. 2015-09.
Director De La Rosa seconded the motion.

Votes: Motion carried 9, 0

Ayes: Armenta, Barrera, Cullen, De La Rosa, Lutes, Perez, Torres, Salinas, Silva

Noes: None

Abstain: None

Absent: None

FUTURE AGENDA ITEMS

15. AGENDA ITEMS – VIEW AHEAD SCHEDULE

(7:57) The Board reviewed the future agenda items.

CLOSED SESSION

(7:58) General Manager/CAO Mathews announced that there was nothing to discuss in closed session.

ADJOURN

(7:59) President Silva adjourned the meeting.

Attest:

APPROVED: _____
Elizabeth Silva, President

Elia Zavala, Clerk of the Board



Report to the Board of Directors

ITEM NO. 2

Finance Manager/Controller-Treasurer

General Manager/CAO

N/A

Board President

Date: June 18, 2015
From: Ray Hendricks, Finance Manager
Title: April 2015 Claims and Financial Reports

RECOMMENDATION

Executive Committee recommends acceptance of the April 2015 Claims and Financial Reports.

DISCUSSION & ANALYSIS

Please refer to the attached financial reports and checks issued report for the month of April for a summary of the Authority's financial position as of April 30, 2015. Following are highlights of the Authority's financial activity for the month of April.

Results of Operations (Consolidated Statement of Revenues and Expenditures)

For the month of April 2015, FY 2014-15 operating revenues exceeded expenditures by \$407,790. Year to Date operating revenues exceeded expenditures by \$2,202,322.

Revenues (Consolidated Statement of Revenues and Expenditures)

Revenues for the month of April totaled \$1,410,389. The monthly Tipping Fees totaled \$964,863 and year to date totaled \$9,626,895 or 87.5% of the forecasted total of \$11,005,500. As of April 30, after ten months of the fiscal year (83.3% of the fiscal year), revenues total \$13,740,189 or 87.4% of the total annual revenues forecast of \$15,717,700.

Operating Expenditures (Consolidated Statement of Revenues and Expenditures)

As of April 30 (83.3% of the fiscal year), year-to-date operating expenditures total \$11,537,866. This is 76.1% of the operating budget of \$15,157,834.

Capital Project Expenditures (Consolidated CIP Expenditures Report)

For the month of April 2015, capital project expenditures totaled \$49,938. \$23,475 of the total was for Module 1 horizontal wells at Johnson Canyon Landfill.

Claims Checks Issued Report

The Authority's Checks Issued Report for the month of April 2015 is attached for review and acceptance. The April checks issued total \$1,080,666.70 of which \$353,607.93 was paid from the payroll checking account for payroll and payroll related benefits. Following is a list of vendors paid more than \$50,000 during the month of April 2015.

VENDOR	DESCRIPTION	AMOUNT
ADMANOR INC	BRANDING EDUCATION CAMPAIGN	19,852.25
	CCRM C CAMPAIGN	25,847.50
	TIRE AMNESTY GRANT MARKETING	870.50
	RECYCLING EDUCATION OUTREACH	3,343.75
	HHW GRANT MARKETING	1,893.75
SCS FIELD SERVICES	MONITORING DATA ACCESS	750.00
	ALL SITES ROUTINE ENVIRONMENTAL SVCS	47,717.61
	NON-ROUTINE ENVIRONMENTAL SVCS	6,421.80
WASTE MANAGEMENT INC	JR MONTHLY FACILITY OPERATIONS	59,252.78
	REPUBLIC WASTE TO MLTS	7,256.28
VISION RECYCLING INC	C&D GRINDING SERVICES	7,456.49
	GREENWASTE PROCESSING PROGRAM	150,364.22
	GREENWASTE CONTAMINATION REMOVAL	2,470.00
CA STATE BOE	INTEGRATED WASTE MANAGEMENT FEES	55,864.20

Cash Balances

The Authority's cash position increased \$277,888.56 during April to \$14,201,064.98. Most of the cash balance is restricted or committed as shown below:

Restricted by Legal Agreements:

Crazy Horse Closure Fund	0.00
Johnson Canyon Closure Fund	3,087,544.81
State & Federal Grants	6,471.34
Equipment Lease Escrow	327,136.74
BNY - Bond 2014A Payment	0.00
BNY - Bond 2014B Payment	0.00
BNY - Sub Pmt Cap One 2014 Eq Lease	0.00

Committed by Board Policy:

Expansion Fund (South Valley Revenues)	8,188,130.01
Salinas Transportation Surcharge	0.00
Salinas Rate Stabilization Fund	35,835.97

Funds Held in Trust:

Central Coast Media Recycling Coalition	40,571.22
Employee Unreimbursed Medical Claims	4,353.47

Assigned and Unassigned

Operations and Capital Projects	2,511,021.42
Total	<u>14,201,064.98</u>

ATTACHMENTS

1. April 2015 Consolidated Statement of Revenues and Expenditures
2. April 2015 Consolidated CIP Expenditures Report
3. April 2015 Checks Issued Report



Salinas Valley Solid Waste Authority

Consolidated Statement of Revenues and Expenditure

For Period Ending April 30, 2015

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
<u>Revenue Summary</u>							
Tipping Fees - Solid Waste	11,005,500	964,863	9,626,895	87.5 %	1,378,605	0	1,378,605
Tipping Fees - Surcharge	1,276,800	104,163	1,072,145	84.0 %	204,655	0	204,655
Tipping Fees - Diverted Materials	1,017,700	98,977	1,011,635	99.4 %	6,065	0	6,065
AB939 Service Fee	1,732,000	144,332	1,443,320	83.3 %	288,680	0	288,680
Tipping Fees - South Valley	0	0	55,749	0.0 %	(55,749)	0	(55,749)
Charges for Services	124,500	35,073	97,347	78.2 %	27,153	0	27,153
Sales of Materials	309,500	8,569	217,498	70.3 %	92,002	0	92,002
Gas Royalties	220,000	47,366	157,325	71.5 %	62,675	0	62,675
Investment Earnings	31,700	6,946	30,795	97.1 %	905	0	905
Grants/Contributions	0	0	11,139	0.0 %	(11,139)	0	(11,139)
Other Non-Operating Revenue	0	100	16,341	0.0 %	(16,341)	0	(16,341)
Total Revenue	15,717,700	1,410,389	13,740,189	87.4 %	1,977,511	0	1,977,511
<u>Expense Summary</u>							
Executive Administration	381,860	23,083	275,543	72.2 %	106,317	2,768	103,549
Administrative Support	391,710	16,247	269,160	68.7 %	122,550	37,056	85,493
Human Resources Administration	357,680	21,502	268,032	74.9 %	89,648	18,509	71,138
Clerk of the Board	177,490	8,993	122,426	69.0 %	55,064	1,685	53,379
Finance Administration	595,650	47,618	393,747	66.1 %	201,903	6,922	194,980
Operations Administration	379,550	8,420	234,765	61.9 %	144,785	4,912	139,874
Resource Recovery	716,830	50,963	521,718	72.8 %	195,112	10,949	184,164
Marketing	75,000	22,352	57,277	76.4 %	17,723	17,473	250
Public Education	188,500	8,032	76,431	40.5 %	112,069	52,318	59,751
Household Hazardous Waste	682,980	55,462	468,385	68.6 %	214,595	53,364	161,231
C & D Diversion	30,000	7,456	25,505	85.0 %	4,495	3,495	1,000
Organics Diversion	602,200	150,702	450,183	74.8 %	152,017	128,887	23,130



Salinas Valley Solid Waste Authority

Consolidated Statement of Revenues and Expenditure

For Period Ending April 30, 2015

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
Diversion Services	119,750	3,034	77,893	65.0 %	41,857	2,616	39,241
Tire Amnesty Grant	49,895	4,760	20,366	40.8 %	29,529	10,138	19,391
Cal Recycle - CCPP	157,939	550	50,406	31.9 %	107,533	2,200	105,333
Scalehouse Operations	389,810	22,419	295,500	75.8 %	94,310	4,000	90,310
JR Transfer Station	724,300	59,253	533,275	73.6 %	191,025	177,758	13,267
ML Transfer Station	150,000	6,692	139,993	93.3 %	10,007	0	10,007
SS Disposal Operations	750,480	41,498	606,987	80.9 %	143,493	19,637	123,856
SS Transfer Operations	1,041,740	62,266	790,039	75.8 %	251,701	11,503	240,198
SS Recycling Operations	206,200	23,848	168,690	81.8 %	37,510	6,193	31,317
JC Landfill Operations	2,879,753	191,589	2,346,290	81.5 %	533,463	108,359	425,104
JC Recycling Operations	202,200	16,603	66,683	33.0 %	135,517	45	135,472
Crazy Horse Postclosure Maintenance	538,113	67,999	372,809	69.3 %	165,304	72,398	92,906
Lewis Road Postclosure Maintenance	224,394	20,915	154,327	68.8 %	70,067	12,499	57,569
Johnson Canyon ECS	318,800	49,445	193,822	60.8 %	124,978	35,852	89,126
Jolon Road Postclosure Maintenance	184,610	4,532	116,652	63.2 %	67,958	19,859	48,099
Sun Street ECS	118,500	6,366	69,290	58.5 %	49,210	6,913	42,297
Debt Service - Interest	1,662,600	0	1,662,394	100.0 %	206	0	206
Debt Service - Principal	673,300	0	673,293	100.0 %	7	0	7
Closure Set-Aside	186,000	0	35,986	19.3 %	150,014	0	150,014
Total Expense	15,157,834	1,002,599	11,537,866	76.1 %	3,619,967	828,309	2,791,659
Revenue Over/(Under) Expenses	559,866	407,790	2,202,322	393.4 %	(1,642,456)	(828,309)	(814,148)



Salinas Valley Solid Waste Authority

Consolidated CIP Expenditure Report

For Period Ending April 30, 2015

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
<u>Fund 131 - Crazy Horse Closure Fund</u>							
131 9314 CH Closure Quality Assurance	16,471	0	4,296	26.1 %	12,175	0	12,175
131 9316 CH Corrective Action Program	213,726	4,972	13,749	6.4 %	199,977	1,066	198,911
Total Fund 131 - Crazy Horse Closure Fund	230,197	4,972	18,046	7.8 %	212,152	1,066	211,086
<u>Fund 180 - Expansion Fund</u>							
180 9003 USDA Autoclave Studies	91,980	2,262	25,826	28.1 %	66,153	321	65,832
180 9023 Salinas Area MRC	430,527	9,364	69,851	16.2 %	360,677	16,748	343,929
180 9024 GOE Autoclave Final Project	100,000	0	0	0.0 %	100,000	0	100,000
Total Fund 180 - Expansion Fund	622,507	11,626	95,677	15.4 %	526,830	17,069	509,761
<u>Fund 211 - State Grants</u>							
211 9201 HHW - Mobile Collection Events	48,242	862	13,715	28.4 %	34,526	0	34,526
211 9503 JC Module 1 Horizontal Wells	81,393	0	58,691	72.1 %	22,702	0	22,702
Total Fund 211 - State Grants	129,634	862	72,406	55.9 %	57,228	0	57,228
<u>Fund 216 - Reimbursement Fund</u>							
216 9525 JC Equipment Lease/Purchase	3,014,405	0	2,823,737	93.7 %	190,668	0	190,668
216 9802 Autoclave Demonstration Unit	150,000	0	4,887	3.3 %	145,113	53	145,060
Total Fund 216 - Reimbursement Fund	3,164,405	0	2,828,624	89.4 %	335,781	53	335,728
<u>Fund 221 - USDA Grant</u>							
221 9003 USDA Autoclave Studies	6,867	497	497	7.2 %	6,370	0	6,370
Total Fund 221 - USDA Grant	6,867	497	497	7.2 %	6,370	0	6,370
<u>Fund 800 - Capital Improvement Projects Fund</u>							
800 9010 JC Roadway Improvements	1,490,241	0	515	0.0 %	1,489,726	0	1,489,726
800 9102 Segunda Vida (Second Life) Start Up	25,000	0	0	0.0 %	25,000	0	25,000
800 9103 Closed Landfill Revenue Study	35,000	0	0	0.0 %	35,000	0	35,000
800 9318 CH 401/404 Improvements	85,745	0	85,687	99.9 %	58	0	58



Salinas Valley Solid Waste Authority

Consolidated CIP Expenditure Report

For Period Ending April 30, 2015

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
800 9501 JC LFG System Improvements	56,286	0	668	1.2 %	55,618	0	55,618
800 9502 JC Flare Station Improvements	292,069	1,042	14,781	5.1 %	277,288	32,569	244,719
800 9503 JC Module 1 Horizontal Wells	118,280	23,475	117,154	99.0 %	1,127	822	304
800 9504 JC Module 456B Liner Improvements	10,642	0	461	4.3 %	10,181	0	10,181
800 9506 JC Litter Control Barrier	50,000	7,305	26,131	52.3 %	23,869	951	22,918
800 9701 SSTS Equipment Replacement	115,000	0	112,612	97.9 %	2,388	0	2,388
800 9702 SSTS NPDES Improvements	64,081	0	49,817	77.7 %	14,264	0	14,264
800 9703 SSTS Improvements	400,000	159	386,232	96.6 %	13,768	13,600	168
800 9803 Regional Solid Waste Study	25,000	0	25,000	100.0 %	0	0	0
Total Fund 800 - Capital Improvement Projects	2,767,345	31,981	819,058	29.6 %	1,948,288	47,942	1,900,346
Total CIP Expenditures	6,920,956	49,938	3,834,307	55.4 %	3,086,648	66,130	3,020,519

Salinas Valley Solid Waste Authority
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Check #		Check Date	Amount	Check Total
14216	ADMANOR, INC. BRANDING EDUCATION CAMPAIGN CENTRAL COAST RECYCLING MEDIA COALITION CAMPAIGN TIRE AMNESTY GRANT MARKETING RECYCLING EDUCATION OUTREACH	4/1/2015	11,860.75 9,265.00 870.50 1,508.75	23,505.00
14217	AMERICAN SUPPLY CO. HHW DISPOSAL SUPPLIES	4/1/2015	254.02	254.02
14218	CALIFORNIA WATER SERVICE SS TS WATER SERVICE	4/1/2015	200.47	200.47
14219	CARDLOCK FUELS SYSTEM, INC. JC EQUIPMENT FUEL SS TS VEHICLE FUEL	4/1/2015	5,024.19 4,912.16	9,936.35
14220	CLINTON HENDRICKS RH - TYLER TECH ANNUAL CONFERENCE	4/1/2015	166.00	166.00
14221	COMCAST MONTHLY INTERNET SERVICE	4/1/2015	161.85	161.85
14222	ERNESTO NATERA INTERMEDIATE GOVERNMENT ACCOUNTING	4/1/2015	39.97	39.97
14223	FIRST ALARM FACILITY ALARM SERVICE	4/1/2015	502.80	502.80
14224	GOLDEN STATE TRUCK & TRAILER REPAIR JC EQUIPMENT MAINTENANCE SS TS FACILITY MAINTENANCE	4/1/2015	397.27 599.33	996.60
14225	JOSE RAMIRO URIBE SS TS VEHICLE REPAIRS	4/1/2015	219.11	219.11
14226	MONTEREY BAY OFFICE PRODUCTS COPIER MACHINE LEASE	4/1/2015	370.92	370.92
14227	PHILIP SERVICES CORP HHW MATERIAL DISPOSAL HHW MATERIAL DISPOSAL SUPPLIES	4/1/2015	17,415.29 3,633.00	21,048.29
14228	QUINN COMPANY JC EQUIPMENT MAINTENANCE RETURNED ITEM	4/1/2015	418.42 (325.02)	93.40
14229	SCS FIELD SERVICES MONITORING DATA ACCESS ALL SITES ROUTINE ENVIRONMENTAL SERVICES	4/1/2015	375.00 19,787.00	20,162.00
14230	STURDY OIL COMPANY SS TS VEHICLE MAINTENANCE	4/1/2015	721.27	721.27
14231	US BANK CORPORATE PAYMENT SYSTEM COMPLIANCE SOLUTIONS: CONFERENCE REGISTRATION HARBOR FREIGHT-TOOLS SUTTONAG:BIRD ABATEMENT SUPPLIES CASQA: BMP HANDBOOK SMART & FINAL-BOARD RETREAT TURF CLUB CATERING-BOARD RETREAT VISTAPRINT:BUSINESS CARDS CALIFORNIA LABOR LAW DIGEST - BOOK ALAMEDA ELECTRICAL: CH AIR COMPRESSOR REPAIR MARRIOTT: CONFERENCE LODGING CAD MASTERS: CONFERENCE REGISTRATION INTERMEDIA.NET: EMAIL EXCHANGE SERVER SALINAS VALLEY FORD-VEHICLE REPAIR HARBOR FREIGHT: OFFICE SUPPLIES HRDQ: TRAINING MATERIALS NEXTWAREHOUSE.COM:JC INTERNET ANTENNA SETUP	4/1/2015	508.50 28.06 204.12 200.00 8.58 368.87 175.21 189.86 381.43 296.56 243.20 251.77 112.28 29.13 395.83 619.75	

Salinas Valley Solid Waste Authority
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Check #		Check Date	Amount	Check Total
	AMAZON.COM:JC INTERNET SETUP SUPPLIES		219.98	
	HUGHESNET.COM: JC INTERNET		91.54	
	PERSONNEL CONCEPTS: LABOR LAW POSTERS		654.81	
	LOGMEIN.COM: NETWORK ACCESS		399.00	
	LANDS END: UNIFORMS		345.70	
	LUIGI'S: BD MTG REFRESHMENTS 2/19/15		121.21	
	MOUNTAIN MIKES: LUNCH FOR MADISON LANE REVIEW		61.55	
	MAIN ST BAKERY: BD RETREAT 2/1/15 REFRESHMENTS		65.00	
	ORCHARD SUPPLY: MATTRESS DEMO SUPPLIES		47.01	
	CLAY STREET GARAGE: MEETING PARKING		14.00	
	SALINASVALLEYCHAMBER:MEETING REGISTRATION		10.00	
	MONTEREY COUNTY BUSINESS COUNCIL: MEETING REGISTRATION		25.00	
	FRED PRYOR SEMINARS: TRAINING REGISTRATION		199.00	
	KELLY MOORE PAINTS: JC FACILITY PAINT		379.52	
	DOUGLAS PARKING: CONFERENCE PARKING		20.00	
	CITY OF MONTEREY: CONFERENCE PARKING		21.00	
	PERRY'S DRY CLEANERS: BD MTG TABLE COVERS CLEANING		50.00	
	ORCHARD SUPPLY: PICK STICKS		95.00	
	SMARTSHEET.COM:PROJECT TRACKING SOFTWARE		139.00	
	ESAFETYSUPPLIES: SAFETY GEAR		229.62	
	STRATIC SECURITY CORP: REPLACEMENT LOCKS		52.35	
	SHARE FILE SUBSCRIPTION		32.95	
	SMART&FINAL: 1/22/15 BD MEETING REFRESHMENTS		6.99	
	SMART&FINAL: 2/02/15 BD RETREAT REFRESHMENTS		124.64	
	SMART&FINAL: BD MTG REFRESHMENTS 2/19/15		9.99	
	TARGET: DIGITAL SCALE		37.27	
	FRED PRYOR SEMINARS: ADMIN. ASSIST. CONF.		199.00	
	FRED PRYOR SEMINARS: CONFERENCE REGISTRATION ET		199.00	
	AMAZON.COM: JC INTERNET ANTENNA SETUP		171.44	
	ACME: VEHICLE SUPPLIES		89.99	
	CENTRAL COAST SIGN: VEHICLE DECAL		215.40	
	OREILLY AUTO: VEHICLE SUPPLIES		47.61	
	WALMART: 2/02/15 BD RETREAT REFRESHMENTS		27.26	
	BUSINESS MANAGEMENT DAILY: WEBINAR REGISTRATION		197.00	
	HARBOR FREIGHT TOOLS-WINTERIZATION SUPPLIES		64.73	
	HARBOR FREIGHT-TOOLS		45.01	
				8,721.72
14232	**VOID**	4/1/2015	-	-
14233	**VOID**	4/1/2015	-	-
14234	**VOID**	4/1/2015	-	-
14235	**VOID**	4/1/2015	-	-
14236	**VOID**	4/1/2015	-	-
14237	VALLEY PACIFIC PETROLEUM SERVICES, INC. JC VEHICLE FUEL AND OILS	4/1/2015	794.16	794.16
14238	WEST COAST RUBBER RECYCLING, INC. TIRE AMNESTY TIRE RECYCLING SERVICES	4/1/2015	1,900.00	1,900.00
14239	MONTEREY COUNTY HEALTH DEPARTMENT MO. CO. REGIONAL FEE	4/6/2015	35,430.62	35,430.62
14240	ERIC PALMER RECYCLERAMA VIDEO RECORDING	4/7/2015	750.00	750.00
14241	AON RISK INSURANCE SERVICES WEST, INC. . NEW VEHICLE INSURANCE	4/9/2015	2,034.00	2,034.00
14242	CALIFORNIA SOCIETY OF MUNICIPAL FINANCE OFFICERS CONFERENCE REGISTRATION	4/9/2015	450.00	450.00

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14243	COSTCO WHOLESALE RES. REC. SUPPLIES BD MTG 3/19/15 REFRESHMENTS EMPLOYEE TRAINING - HAZWOPER TRAINING OFFICE SUPPLIES	4/9/2015	107.98 58.74 25.26 87.99	279.97
14244	FEDEX ADMIN OVERNIGHT SHIPPING	4/9/2015	97.97	97.97
14245	GEOLOGIC ASSOCIATES, INC. ALL SITES GROUNDWATER TESTING SERVICES	4/9/2015	24,703.13	24,703.13
14246	GRAINGER JC SAFETY SUPPLIES	4/9/2015	25.66	25.66
14247	HERTZ EQUIPMENT RENTAL CORPORATION JCLF EQUIPMENT RENTAL	4/9/2015	4,262.39	4,262.39
14248	HOME DEPOT ALL SITES FACILITY MAINTENANCE & SUPPLIES	4/9/2015	1,286.49	1,286.49
14249	**VOID**	4/9/2015	-	-
14250	JULIO GIL SIGNAGE FOR TIRE AMNESTY	4/9/2015	777.60	777.60
14251	LIEBERT CASSIDY WHITMORE WEBINAR REGISTRATION	4/9/2015	55.00	55.00
14252	PACIFIC WASTE SERVICES JC SURVEYING	4/9/2015	7,500.00	7,500.00
14253	AIR TOXICS LTD CH MODIFIED TO-15 & SUPPLIES	4/16/2015	805.00	805.00
14254	ALEXANDRA BRISTOW RECYCLERAMA PERFORMANCE	4/16/2015	179.29	179.29
14255	BC LABORATORIES, INC. GROUNDWATER LAB TESTING	4/16/2015	167.00	167.00
14256	BRANDY ELLEN ACEVEDO RECYCLERAMA PERFORMANCES AND PRODUCTION	4/16/2015	634.93	634.93
14257	CALIFORNIA HIGHWAY ADOPTION CO. LITTER ABATEMENT	4/16/2015	550.00	550.00
14258	CALIFORNIA RESOURCE RECOVERY ASSOCIATION CRRRA SPONSORSHIP	4/16/2015	2,500.00	2,500.00
14259	CARDLOCK FUELS SYSTEM, INC. JC EQUIPMENT FUEL SS TS VEHICLE FUEL	4/16/2015	8,010.63 14,110.77	22,121.40
14260	CITY OF GONZALES JC WATER	4/16/2015	58.03	58.03
14261	COAST COUNTIES TRUCK & EQUIPMENT CO. SS TS VEHICLE SERVICE	4/16/2015	201.69	201.69
14262	CSC OF SALINAS/YUMA SS TS EQUIPMENT AND VEHICLE SUPPLIES JC EQUIPMENT SUPPLIES	4/16/2015	142.36 1,754.07	1,896.43
14263	D & D COMPRESSOR SERVICES, INC., FACILITY COMPRESSORS INITIAL DEPOSIT BALANCE	4/16/2015	9,351.59 (8,499.43)	852.16

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14264	RONNIE G. REHN JC SUPPLIES	4/16/2015	64.80	64.80
14265	DAVE J. DEERING JC CUSTODIAL SERVICE ADM JANITORIAL SERVICES SS JANITORIAL SERVICES SS TS QUARTERLY FLOOR VARNISH	4/16/2015	625.00 1,040.00 790.00 350.00	2,805.00
14266	DAVE MEZA CIVIL 3D GRADING PER DIEM	4/16/2015	94.00	94.00
14267	ELIA ZAVALA CCAC 2015 CONFERENCE: PER DIEM - EZ	4/16/2015	112.00	112.00
14268	FERGUSON ENTERPRISES INC. #795 CH SITE MAINTENANCE	4/16/2015	402.15	402.15
14269	FIRST ALARM FACILITY ALARM SERVICE	4/16/2015	255.84	255.84
14270	FULL STEAM STAFFING LLC JC & SS TEMP LABOR	4/16/2015	5,494.23	5,494.23
14271	GEOLOGIC ASSOCIATES, INC. GROUNDWATER MONITORING	4/16/2015	4,462.50	4,462.50
14272	GOLDEN STATE TRUCK & TRAILER REPAIR JC & SS VEHICLE & EQUIPMENT MAINTENANCE JC FACILITY MAINTENANCE SS TS FACILITY MAINTENANCE	4/16/2015	4,225.68 1,423.76 499.55	6,148.99
14273	**VOID**	4/16/2015	-	-
14274	GREEN RUBBER - KENNEDY AG, LP ALL SITES MAINTENANCE SUPPLIES	4/16/2015	3,383.41	3,383.41
14275	**VOID**	4/16/2015	-	-
14276	GUARDIAN SAFETY AND SUPPLY, LLC JC SAFETY SUPPLIES	4/16/2015	55.32	55.32
14277	GUERITO ALL SITES PORTABLE TOILET SERVICES	4/16/2015	1,028.00	1,028.00
14278	HD SUPPLY CONSTRUCTION SUPPLY, LTD BRANCH #6186 JCLF/SSTS SITE IMPROVEMENT SUPPLIES	4/16/2015	9,039.60	9,039.60
14279	HERTZ EQUIPMENT RENTAL CORPORATION CH EQUIPMENT RENTAL	4/16/2015	243.00	243.00
14280	IQ PERSONNEL INC. SSTS TEMP LABOR	4/16/2015	187.13	187.13
14281	IVY CONTRERAS RECYCLERAMA PRODUCTION	4/16/2015	614.73	614.73
14282	J D BLACK GOVERNMENTAL ACCOUNTING TRAINING	4/16/2015	39.97	39.97
14283	JOHN DAVID ACEVEDO II RECYCLERAMA PERFORMANCES	4/16/2015	150.00	150.00
14284	KANTOLA PRODUCTIONS LLC DVD TRAINING MATERIALS	4/16/2015	556.03	556.03

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14285	MARTA M. GRANADOS BOARD MEETING INTERPRETING SERVICES	4/16/2015	180.00	180.00
14286	MONTEREY AUTO SUPPLY INC. JCLS VEHICLE MAINTENANCE	4/16/2015	123.26	123.26
14287	MONTEREY BAY UNIFIED AIR POLLUTION CONTROL BOARD LR AIR BOARD FEES	4/16/2015	3,168.00	3,168.00
14288	MONTEREY SANITARY SUPPLY, INC. JANITORIAL SUPPLIES	4/16/2015	168.03	168.03
14289	NEXTEL OF CALIFORNIA, INC. CREDIT MEMO TO ADMIN CELL PHONE SERVICE	4/16/2015	(293.33) 393.00	99.67
14290	OFFICE DEPOT OFFICE SUPPLIES	4/16/2015	577.97	577.97
14291	ONE STOP AUTO CARE/V & S AUTO CARE, INC. AMDIN VEHICLE MAINTENANCE	4/16/2015	43.42	43.42
14292	ONHOLD EXPERIENCE ON HOLD SERVICES	4/16/2015	207.00	207.00
14293	OSCAR GARCIA QSD/QSP TRAINING REIMBURSEMENT: EXAM	4/16/2015	135.00	135.00
14294	PENINSULA MESSENGER LLC BANK COURIER SERVICES	4/16/2015	360.00	360.00
14295	PLACEMENT PROS CH TEMP LABOR	4/16/2015	116.78	116.78
14296	PROBUILD COMPANY LLC JCLF & SSTs SITE SUPPLIES	4/16/2015	676.38	676.38
14297	PURE WATER BOTTLING WATER SERVICE	4/16/2015	326.56	326.56
14298	QUINN COMPANY JC EQUIPMENT MAINTENANCE	4/16/2015	7,331.91	7,331.91
14299	**VOID**	4/16/2015	-	-
14300	REPUBLIC SERVICES #471 TRASH DISPOSAL SERVICE	4/16/2015	67.81	67.81
14301	ROCKHURST UNIVERSITY CONTINUING EDUCATION CENTER INC. NATIONAL TRAINING STAR 12 RENEWAL	4/16/2015	199.00	199.00
14302	SALINAS VALLEY CHAMBER OF COMMERCE ADVERTISING FOR AB 341 OUTREACH & ED	4/16/2015	620.00	620.00
14303	SAN BENITO SUPPLY, CONSTRUCTION, CONCRETE & QUARRY CH CONCRETE SAND & FUEL SURCHARGE	4/16/2015	665.62	665.62
14304	SCS ENGINEERS ALL SITES: GREENHOUSE GAS REPORTING	4/16/2015	2,400.00	2,400.00
14305	SCS FIELD SERVICES NON-RTN ENVIRONMENTAL SERVICES	4/16/2015	6,421.80	6,421.80
14306	SHARPS SOLUTIONS, LLC HHW SUPPLIES	4/16/2015	160.00	160.00

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14307	STURDY OIL COMPANY SS TS VEHICLE MAINTENANCE	4/16/2015	280.00	280.00
14308	TAYLOUR MATZ RECYCLERAMA PERFORMANCES	4/16/2015	159.30	159.30
14309	TIGERDIRECT, INC. BATTERY BACKUPS FOR COMPUTERS	4/16/2015	269.90	269.90
14310	TOMMY DIAZ DMV PHYSICAL	4/16/2015	75.00	75.00
14311	TRI-COUNTY FIRE PROTECTION, INC. JC SAFETY SUPPLIES	4/16/2015	74.52	74.52
14312	URS CORPORATION CEQA SERVICES JC STORMWATER CONSULTING SERVICES	4/16/2015	9,363.50 5,260.75	14,624.25
14313	VALLEY TROPHIES & DETECTORS OFFICE SUPPLIES	4/16/2015	16.74	16.74
14314	WASTE MANAGEMENT INC. JR MONTHLY FACILITY OPERATIONS REPUBLIC TO MADISON LANE WASTE	4/16/2015	59,252.78 7,256.28	66,509.06
14315	WEST COAST RUBBER RECYCLING, INC. TIRE AMNESTY TIRE RECYCLING SERVICES	4/16/2015	950.00	950.00
14316	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION VEHICLE FUEL	4/16/2015	2,582.30	2,582.30
14317	ADMANOR, INC. HHW GRANT MARKETING	4/22/2015	1,893.75	1,893.75
14318	AT&T SERVICES INC. TELEPHONE SERVICE MONTHLY ALL SITES	4/22/2015	1,198.37	1,198.37
14319	CARDLOCK FUELS SYSTEM, INC. JC EQUIPMENT FUEL SSTS VEHICLE FUEL	4/22/2015	2,428.37 1,189.38	3,617.75
14320	CESAR ZUÑIGA TUITION ASSISTANCE	4/22/2015	1,000.00	1,000.00
14321	CLARK PEST CONTROL, INC. PEST CONTROL	4/22/2015	88.00	88.00
14322	CSC OF SALINAS/YUMA SSTS EQUIPMENT MAINTENANCE	4/22/2015	58.52	58.52
14323	RONNIE G. REHN SSTS VEHICLE SUPPLIES	4/22/2015	32.74	32.74
14324	FIRST ALARM SSTS ALARM CODE UPDATES	4/22/2015	105.00	105.00
14325	FULL STEAM STAFFING LLC SSTS TEMP LABOR	4/22/2015	654.36	654.36
14326	GOLDEN STATE TRUCK & TRAILER REPAIR SS & JC EQUIPMENT MAINTENANCE	4/22/2015	10,119.28	10,119.28
14327	**VOID**	4/22/2015	-	-
14328	**VOID**	4/22/2015	-	-

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14329	**VOID**	4/22/2015	-	-
14330	GRAINGER CH SITE IMPROVEMENTS	4/22/2015	938.48	938.48
14331	GREEN RUBBER - KENNEDY AG, LP CHLF MAINTENANCE	4/22/2015	1,209.98	1,209.98
14332	HD SUPPLY CONSTRUCTION SUPPLY, LTD BRANCH #6186 JCLF SITE IMPROVEMENTS	4/22/2015	13.77	13.77
14333	JOHNSON ASSOCIATES SSTS VEHICLE MAINTENANCE	4/22/2015	115.98	115.98
14334	JOSE RAMIRO URIBE SS TS VEHICLE REPAIRS	4/22/2015	328.66	328.66
14335	MANUEL TINAJERO CHLF MAINTENANCE	4/22/2015	450.00	450.00
14336	MONTEREY AUTO SUPPLY INC. SSTS VEHICLE REPAIR	4/22/2015	859.27	859.27
14337	MONTEREY SANITARY SUPPLY, INC. JANITORIAL SUPPLIES	4/22/2015	134.32	134.32
14338	ONE STOP AUTO CARE/V & S AUTO CARE, INC. SSTS VEHICLE MAINTENANCE	4/22/2015	197.00	197.00
14339	QUINN COMPANY JC & SS VEHICLE MAINTENANCE	4/22/2015	2,856.18	2,856.18
14340	TOYOTA MATERIAL HANDLING HHW EQUIPMENT MAINTENANCE	4/22/2015	2,843.49	2,843.49
14341	TRI-COUNTY FIRE PROTECTION, INC. JCLF SAFETY SUPPLIES	4/22/2015	86.65	86.65
14342	US BANK CORPORATE PAYMENT SYSTEM AMAZON: JC INTERNET SETUP EQUIPMENT VISTA PRINT-BUSINESS CARDS VISTA PRINT-BUSINESS CARDS DESI: MAIN LINE PHONE LABELS DOORBELL DINING: FOOD FOR ADMIN RETREAT EL ATENO RESTAURANT: SEMINAR MEALS FOR: MS,JC,RT INTERMEDIA.NET: EMAIL EXCHANGE SERVER ORCHARD SUPPLY HARDWARE-HHW SAFETY SUPPLIES SURVEYMONKEY.COM: EMPLOYEE SURVEY SALINAS CHAMBER: REGISTRATION FULLSOURCE: VISITOR VEST HUGHESNET.COM: JC INTERNET HARBOR FREIGHT:JUMP START EQUIPMENT EDGES ELECTRICAL: HHW SUPPLIES HOME DEPOT: LIGHTS FOR HHW STATE OF CA DEPT. OF JUSTICE CALCPA MEMBERSHIP MIKES PIZZA: BD MTG 3/19/15 REFRESHMENTS MOSLOW WOOD PRODUCTS: BIOCOMP. CERT. PLAQUES PARKING MGMT.: PARKING AUTOMATION DIRECT-PANEL HEATER PRUNEDALE AUTO SUPPLY: PROPANE FOR FORKLIFT SMART & FINAL-BREAKROOM SUPPLIES SHARE FILE SUBSCRIPTION SMART & FINAL: FACILITY SUPPLIES SMART&FINAL: EC 3/4/15 MTG REFRESHMENTS AAA TARPS: ROLL OFF TIE DOWNS HARBOR FREIGHT-SMALL TOOLS HARBOR FREIGHT TOOLS: SSTS SMALL TOOLS TORO PARK: SVR EARTH DAY EMPLOYEE EVENT	4/22/2015	1,841.10 73.46 36.71 34.00 298.98 58.36 251.77 18.88 78.00 55.00 89.90 91.54 64.78 63.33 114.06 32.00 399.00 69.05 602.88 10.00 78.50 30.01 10.78 32.95 5.29 4.48 59.78 90.67 355.12 324.00	

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	WASTE ASSESSMENT SUPPLIES		41.42	
	SMART&FINAL-OVERNIGHT SHIPPING SUPPLIES		4.31	
				5,320.11
14343	**VOID**	4/22/2015	-	-
14344	**VOID**	4/22/2015	-	-
14345	**VOID**	4/22/2015	-	-
14346	US DEPARTMENT OF AGRICULTURE, AGRICULTURAL RESEARCH SERVICE TRAVEL AND SUPPLIES FOR USDA METHANE DIGESTER	4/22/2015	2,758.98	2,758.98
14347	VERIZON WIRELESS SERVICES, LLC CELL PHONE SERVICE OPERATIONS INTERNET	4/22/2015	38.01 81.02	119.03
14348	VISION RECYCLING INC. C&D GRINDING SERVICES GREENWASTE PROCESSING PROGRAM	4/22/2015	7,456.49 7,674.37	15,130.86
14349	ADMANOR, INC. BRANDING EDUCATION CAMPAIGN CENTRAL COAST RECYCLING MEDIA COALITION CAMPAIGN RECYCLING EDUCATION OUTREACH	4/29/2015	7,991.50 16,582.50 1,835.00	26,409.00
14350	ALEXANDRA BRISTOW RECYCLERAMA PERFORMANCE	4/29/2015	391.65	391.65
14351	AT&T SERVICES INC. JC INTERNET SERVICE	4/29/2015	41.26	41.26
14352	BRANDY ELLEN ACEVEDO RECYCLERAMA PERFORMANCES AND PRODUCTION	4/29/2015	1,124.97	1,124.97
14353	CSC OF SALINAS/YUMA SSTS EQUIPMENT MAINTENANCE JC EQUIPMENT SUPPLIES	4/29/2015	55.61 727.31	782.92
14354	RONNIE G. REHN JCLF SAFETY SUPPLIES	4/29/2015	25.92	25.92
14355	ED GULARTE INC. JC VEHICLE REPAIR	4/29/2015	2,356.51	2,356.51
14356	EDUARDO ARROYO JCLF SITE IMPROVEMENTS	4/29/2015	1,000.00	1,000.00
14357	ERIKA TRUJILLO ADMIN EMPLOYEE TRAINING	4/29/2015	36.00	36.00
14358	GOLDEN STATE TRUCK & TRAILER REPAIR SS & JC EQUIPMENT MAINTENANCE JCLF SITE MAINTENANCE	4/29/2015	1,103.06 267.80	1,370.86
14359	GREEN RUBBER - KENNEDY AG, LP JCLF SITE IMPROVEMENT CHLF SITE MAINTENANCE	4/29/2015	29.69 149.29	178.98
14360	GREEN VALLEY INDUSTRIAL SUPPLY, INC. JCLF SITE IMPROVEMENTS SSTS FACILITY MAINTENANCE	4/29/2015	7,305.27 89.77	7,395.04
14361	GREENWASTE RECOVERY INC. CARPET DIVERSION PROGRAM	4/29/2015	563.78	563.78

Salinas Valley Solid Waste Authority
Checks Issued Report for 4/1/2015 to 4/30/2015

Check #		Check Date	Amount	Check Total
14362	HD SUPPLY CONSTRUCTION SUPPLY, LTD BRANCH #6186 JCLF SITE IMPROVEMENTS	4/29/2015	7,006.50	7,006.50
14363	HERTZ EQUIPMENT RENTAL CORPORATION JC EQUIPMENT RENTAL	4/29/2015	3,117.50	3,117.50
14364	HOPE SERVICES SSTS DIVERSION SERVICES	4/29/2015	11,574.64	11,574.64
14365	HYDROTURF, INC. CHLF WEED ABATEMENT	4/29/2015	210.64	210.64
14366	IVY CONTRERAS RECYCLERAMA PRODUCTION	4/29/2015	1,434.37	1,434.37
14367	JOHN DAVID ACEVEDO II RECYCLERAMA PERFORMANCES	4/29/2015	150.00	150.00
14368	LIEBERT CASSIDY WHITMORE AB 1522 WEBINAR	4/29/2015	55.00	55.00
14369	MONICA AMBRIZ PAYROLL LAW 2015: DIEM FOR MONICA 06/02	4/29/2015	18.00	18.00
14370	MONTEREY COUNTY HEALTH DEPARTMENT ENFORCEMENT AGENCY NOTIFICATION FEE	4/29/2015	338.00	338.00
14371	OFFICE DEPOT OFFICE SUPPLIES	4/29/2015	102.57	102.57
14372	PACIFIC GAS AND ELECTRIC COMPANY ELECTRICAL & GAS SERVICES ALL SITES MONTHLY	4/29/2015	7,922.15	7,922.15
14373	PITNEY BOWES - POSTAGE POSTAGE	4/29/2015	108.99	108.99
14374	PLACEMENT PROS CH TEMP LABOR	4/29/2015	489.94	489.94
14375	QUINN COMPANY JC & SS EQUIPMENT MAINTENANCE	4/29/2015	3,542.21	3,542.21
14376	R & T HEATING & SHEET METAL, INC. SERVER ROOM AC SERVICE	4/29/2015	361.50	361.50
14377	RAYMOND JIMENEZ SSTS FUEL	4/29/2015	20.35	20.35
14378	REPUBLIC SERVICES OF SALINAS TRANSPORTATION SURCHARGE REFUND	4/29/2015	532.42	532.42
14379	SALINAS PUMP CO CHLF SITE MAINTENANCE	4/29/2015	2,413.34	2,413.34
14380	SCS ENGINEERS ALL SITES: GREENHOUSE GAS REPORTING	4/29/2015	15,600.00	15,600.00
14381	SCS FIELD SERVICES MONITORING DATA ACCESS ALL SITES ROUTINE ENVIRONMENTAL SERVICES	4/29/2015	375.00 27,930.61	28,305.61
14382	**VOID**	4/29/2015	-	-
14383	TAYLOUR MATZ RECYCLERAMA PERFORMANCES	4/29/2015	375.20	375.20

Salinas Valley Solid Waste Authority
Checks Issued Report for 4/1/2015 to 4/30/2015

Check #		Check Date	Amount	Check Total
14384	THOMAS M BRUEN LEGAL SERVICES	4/29/2015	2,731.90	2,731.90
14385	TOYOTA MATERIAL HANDLING HHW EQUIPMENT MAINTENANCE	4/29/2015	174.60	174.60
14386	TOYOTA MOTOR CREDIT VEHICLE LEASE	4/29/2015	431.02	431.02
14387	UNITED RENTALS (NORTHWEST), INC. JCLF EQUIPMENT RENTAL	4/29/2015	787.94	787.94
14388	VALLEY TROPHIES & DETECTORS OFFICE SUPPLIES	4/29/2015	16.74	16.74
14389	VISION RECYCLING INC. JAN, FEB, MARCH AT SS & JC GREENWASTE PROCESSING PROGRAM GREENWASTE CONTAMINATION REMOVAL	4/29/2015	142,689.85 2,470.00	145,159.85
14390	WESTERN EXTERMINATOR COMPANY FACILITY VECTOR CONTROL FACILITY VECTOR CONTROL FACILITY VECTOR CONTROL	4/29/2015	57.50 55.50 238.50	351.50
14391	WILLDAN FINANCIAL SERVICES ANNUAL CONTINUING DISCLOSURE INFORMATION	4/29/2015	1,850.00	1,850.00
DFT2015509	WAGEWORKS FSA ADMINISTRATION SERVICE	4/17/2015	66.00	66.00
DFT2015510	CA STATE BOARD OF EQUALIZATION INTEGRATED WASTE MANAGEMENT FEES	4/24/2015	55,864.20	55,864.20
SUBTOTAL:				<u>727,058.77</u>
PAYROLL DISBURSEMENTS				353,607.93
DISBURSEMENTS FROM EQUIPMENT LEASE ESCROW ACCOUNT				-
GRAND TOTAL				<u><u>1,080,666.70</u></u>



Report to the Board of Directors

ITEM NO. 3

N/A

Finance Manager/Controller-Treasurer

General Manager/CAO

N/A

Legal Counsel

Date: June 18, 2015

From: Susan Warner, Diversion Manager

Title: Member and Interagency Activities Report for May 2015 and Upcoming Events

RECOMMENDATION

Staff recommends the Board accept the report.

STRATEGIC PLAN RELATIONSHIP

This report relates to the 3-year goal to increase public access, involvement and awareness of Salinas Valley Recycles activities and is intended to keep the Board apprised of communication with our member agencies and regulators.

April 2015

Monterey County Environmental Health Bureau

A site inspection specific to tire collection was conducted on May 15 at the Sun Street transfer station. There was one area of concern related to the Manifest system requirements for waste tire end-use facilities. The scale house personnel will be responsible for ensuring the CA comprehensive trip log and receipts are filled out correctly before initialing them.

The Crazy Horse closed landfill inspection took place on May 14 with several areas of the site visited and no issues or violations documented.

King City Franchise Collection Agreement

Staff has been assisting Kin City with evaluation of their waste hauler's (Waste Management) request for a rate adjustment and possible future extension of the Franchise Agreement. New rates for 2015 have been approved by City Council and staff is currently working on a draft franchise agreement, similar in structure to the Tri-Cities agreement, for Council consideration late this year to extend the agreement.

Future Events

County:	June	and ongoing - <u>B</u> ring <u>Y</u> our <u>O</u> wn <u>B</u> ag campaign
	6/01	Composting presentation, ALBA, Old Stage Road, 8:30 am
	6/02	Composting presentation, ALBA, Old Stage Road, 8:30 am
	6/08	Composting presentation, ALBA, Old Stage Road, 8:30 am
Gonzales:	6/18	CAPSLO Children's Recycling Presentation, 8:45 am
	6/18	CAPSLO Parent's Recycling Presentation, 6:30 pm
	6/20	Community Yard Sale – All day
	6/27	City Wide Clean Up Event, Fairview School
	6/27	Composting Workshop, Fairview School
	10/8	Through 10/15 Community Clean Up, Johnson Canyon Landfill
Greenfield:	6/19	Greenfield Schools Recycling Presentation, 8 am – 2:00 pm
	6/19	Greenfield High School Recycling Presentation, 2:30 pm
	8/30	Dia del Trabajador Agricola, All day
	10/24	Community Clean Up
King City:		
Salinas:	6/03	Food Waste Assessment, Northridge Mall 1:30 pm
	6/13	District 3 Neighborhood Clean Up, Kipling & Los Olivos, 9 am
	6/20	Dinosaur Day – Ewaste Collection @ Sun Street, 10:00 am – 1:00 pm
	6/22	Compost Presentation – Little Friends Preschool, 11:00 am
	7/11	Colmo del Rodeo Parade
	8/4	National Night Out, 3 to 6 pm
	8/22	District 6 Neighborhood Clean Up, Ukiah & Siskiyou, 9 am
	9/12	District 4 Neighborhood Clean Up, Hebbbron & Fremont, 9 am
	10/17	Hebbbron Fall Harvest, noon to 3 pm
	11/21	Community Clean Up, Corp Yard, Constitution Park & Airport
Soledad:	6/23	Compost and Recycling Presentation, 120 Main Street, 10:00 am
	10/3	Community Clean Up, City Corp Yard



Report to the Board of Directors

ITEM NO. 4

Finance Manager/Controller-Treasurer

General Manager/CAO

N/A

Legal Counsel

Date: June 18, 2015

From: Susan Warner, Diversion Manager

Title: Gonzales Clothing Closet Partnership with the Salvation Army

RECOMMENDATION

Staff recommends the Board accept the report.

STRATEGIC PLAN RELATIONSHIP

This report relates to the long term goal to implement 75% diversion of waste from landfills.

FISCAL IMPACT

The budget includes \$25,000 for start-up costs in Capital Project Fund #9102. About \$500 has been expended thus far.

DISCUSSION & ANALYSIS

SVR has signed the Memorandum of Understanding with the Salvation Army, and the Community Church has signed the lease agreement. The program has been approved by the Salvation Army planning council and signature on the documents is pending. Diversion staff has begun to salvage clothing from Sun Street and we are searching for fixtures and display racks. A washer and dryer should be installed the week of June 8. A meeting will be held with the Salvation Army Extension Unit in the near future to plan further progress. The Board will be apprised of the grand opening date.

The project received a huge boost from the City of Gonzales with the donation of a Compressed Natural Gas fueled van to transport clothing between Salinas and Gonzales.

BACKGROUND

At the December 18, 2014 meeting, the Board approved a partnership with the Salvation Army for a Clothing Closet in Gonzales that would provide salvaged clothes to residents in need and for emergency assistance when the Salvation Army responds to those whose home is destroyed by fire or natural disaster.

The location selected is a portion of a building owned by the Presbyterian Church USA which is adjacent to the Gonzales Food Pantry. The Salvation Army will rent the premises and insure the facility, manage the volunteers and qualify the recipients. SVR will provide the inventory and display fixtures, as well as the purchase and installation of a washer and dryer.

It is envisioned that the experience gained with a small scale operation would provide a basis for a larger facility to be part of the future Salinas area materials recovery facility.

ATTACHMENT

1. Memorandum of Understanding

Attachment 1

MEMORANDUM OF UNDERSTANDING BETWEEN SALINAS VALLEY SOLID WASTE AUTHORITY AND THE SALVATION ARMY

This agreement is developed and entered into by and between Salinas Valley Solid Waste Authority, hereinafter referred to as Authority and the Salvation Army, a California Corporation, Golden State Division, for the purpose of specifying the services to be provided by each agency in a collaboration to create and operate a free clothing distribution center in the city of Gonzales.

Background

The Gonzales Community Presbyterian Church supports and operates a food pantry as part of its community mission and outreach. The facility is currently open Saturdays from 10 am to noon and distributes food to those in need based on an application completed on the premises. There are written policies and procedures for health and safety in food handling, as well as operational, financial and volunteer guidelines. Captain Maria Ramirez is a frequent volunteer at the facility and in conjunction with Linda Fellows the Welfare Secretary for Unit 392, and Susan Warner, Diversion Manager for the Authority, discussion evolved around the need for a clothing distribution center.

The initial proposal was drafted in November 2014 and was discussed by members of Unit 392 during their meeting held on January 28, 2015.

Objective

Secure and maintain an accessible location in the city of Gonzales from which gently used clothing and shoes can be distributed to those in need.

Authority Commitment

- Salvage usable clothing and shoes from the Sun Street Materials Recovery Facility, the Johnson Canyon Landfill and the Jolon Road transfer station;
- Purchase, license, fuel and maintain a vehicle suitable to transport items;
- Provide a licensed driver to operate transport vehicle;
- Provide suitable tables and rack for sorting and display;
- Purchase and install a washer and dryer after obtaining appropriate permits from the City;
- Dispose or recycle any clothing items determined unacceptable for distribution;
- Provide appropriate signage for the facility.

Salvation Army Commitment

- Enter into and fulfill all terms of a rental agreement for space adjacent to the Gonzales Food Pantry at 301 Fourth Street, Gonzales, CA 93926

- Seek, train and coordinate volunteers to clean, sort and display clothing; open/close facility; and assist clients
- Provide liability coverage or waiver for volunteers
- Determine a process to qualify and monitor clients for compliance with any applicable terms

Indemnification

Each party to the MOU shall indemnify, defend and hold harmless the other party from any claims, causes of action, demands, damages, penalties, losses, costs, and expenses (including reasonable attorneys' and experts' fees) arising from the Indemnifying Party's or its agents' negligence or willful misconduct, except to the extent caused by the negligence or willful misconduct of the indemnified party or its agents.

Effective Dates

This agreement shall become effective 06/01/2015 and will remain in effect until 05/31/2016.

Modification of MOU

This agreement may be modified at any time upon written mutual agreement by both parties, or may be cancelled at the request of either party upon 60 days written notice to the other party.

Authorized Signatures

The Salvation Army, a California Corporation
Golden State Division

Salinas Valley Solid Waste Authority

By: _____

By: R Patrick Mathews

Title: _____

General Manager/Chief Administrative Officer

Dated: _____

Dated: _____



Report to the Board of Directors

ITEM NO. 5

Finance Manager/Controller-Treasurer

General Manager/CAO

N/A

Legal Counsel

Date: June 18, 2015

From: Dave Meza, Authority Engineer

Title: Report on the Johnson Canyon Landfill Flare and Leachate Storage Tank Project

RECOMMENDATION

Staff recommends accepting this report.

STRATEGIC PLAN RELATIONSHIP

The flare and leachate storage tank project supports Goal E: Reduce Costs and Improve Services at SVR facilities.

FISCAL IMPACT

Funding for this item is included in the FY 2015-2016 Budget under CIP Project 9502 Johnson Canyon Landfill Flare Station Improvements Project.

DISCUSSION & ANALYSIS

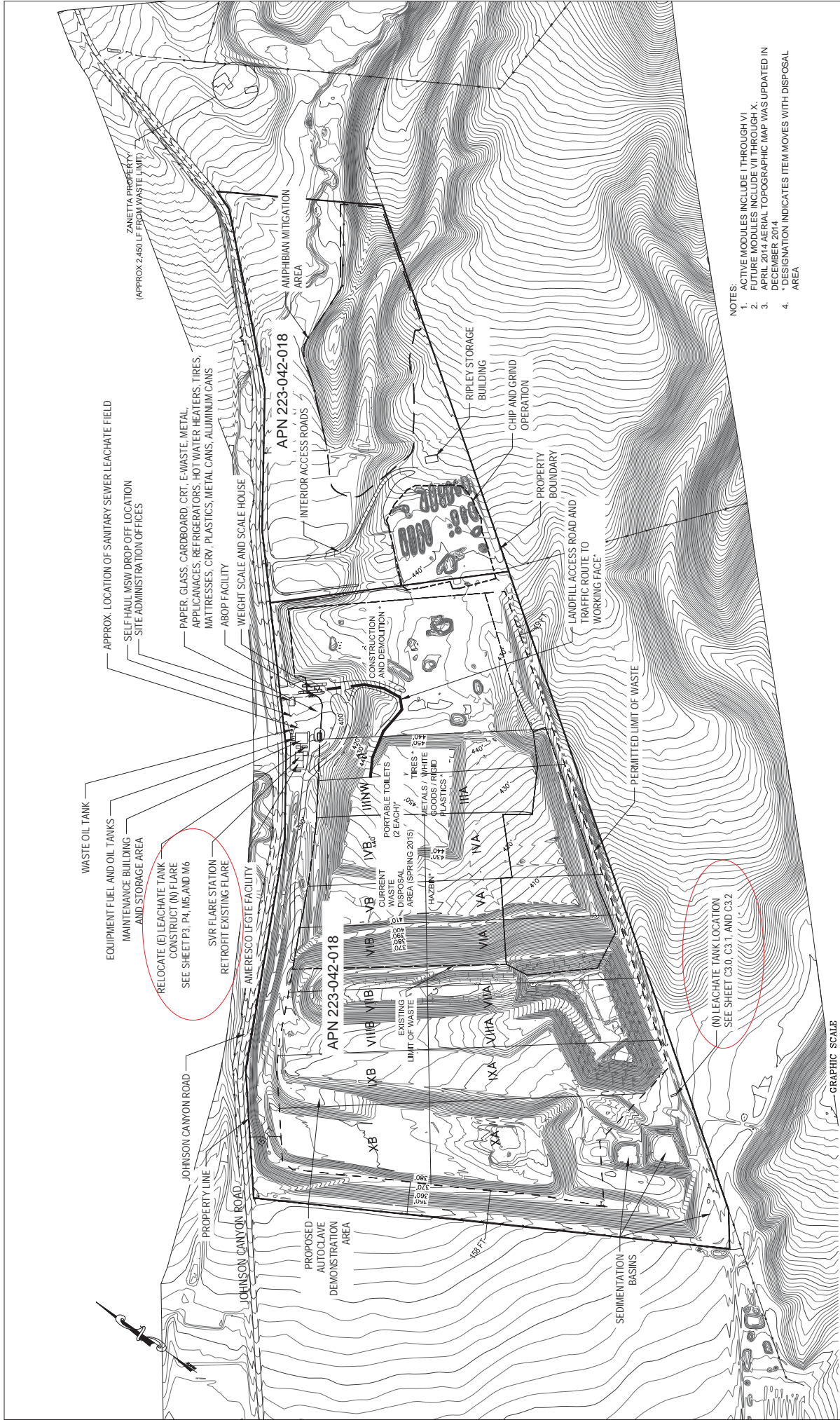
The Johnson Canyon Landfill Gas Management System requires periodic system improvements to maintain control of landfill gas emissions and migration. The project consists of adding flare capacity for the landfill to remain in compliance with CalRecycle and the California Air Board regulations. The project involves adding one flare in the location of the existing leachate tank. The existing leachate tank will be move to a location that will result in operational efficiencies. The concept plans have been completed. Permits applications are in process with the goal to begin construction during the FY 2015-2016 year.

BACKGROUND

Growth of the landfill in recent years requires a matching expansion of the landfill gas management system to meet regulatory requirements. Landfill gas system expansion is also needed to mitigate landfill gas impacts to groundwater. Improvements planned for the landfill gas management system include upgrades to the existing landfill gas flare and an additional landfill gas flare to appropriately match landfill gas generation while respecting the gas required for the landfill gas to energy facility.

ATTACHMENTS

1. Flare and Leachate Improvements Site Plan

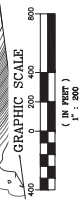


- NOTES:
1. ACTIVE MODULES INCLUDE I THROUGH VI
 2. FUTURE MODULES INCLUDE VII THROUGH X
 3. AERIAL PHOTOGRAPHIC MAP WAS UPDATED IN DECEMBER 2015
 4. * DESIGNATION INDICATES ITEM MOVES WITH DISPOSAL AREA

LEGEND

100	EXISTING 10' CONTOUR
---	EXISTING WASTE FOOTPRINT
- - -	PERMITTED WASTE FOOTPRINT
---	PROPERTY BOUNDARY
---	MODULE DELINEATION

WARNING:
IF BAR NOTES NOT
MEASURED AT FULL
ON DRAWING NOT
TO SCALE



DATE	NO.	DESCRIPTION	BY:
02/29/15	0	2015 SUBMITTAL	

SALINAS VALLEY SOLID WASTE AUTHORITY
PO BOX 2159
SALINAS, CALIFORNIA 93901
(831) 775-3000 FAX: (831) 755-1322





Report to the Board of Directors

ITEM NO. 6

Finance Manager/Controller-Treasurer

General Manager/CAO

N/A

General Counsel

Date: June 18, 2015

From: Dave Meza, Authority Engineer

Title: Report on the Storm Water Pollution Prevention Plan (SWPPP)

RECOMMENDATION

Staff recommends accepting this report.

STRATEGIC PLAN RELATIONSHIP

The development and implementation of the site's Storm Water Pollution Prevention Plan supports Goal E: Reduce Costs and Improve Services at SVR facilities.

FISCAL IMPACT

Funding for this item is included in the FY 2015-2016 Operations Budget. This is an unfunded State mandate required under the new stormwater regulations coming into effect on July 1, 2015. The plan mandates additional staff training and site improvements for its facilities. There is an estimated one time cost of \$45,000 for various facility improvements and an estimated additional annual cost to implement this program is about \$45,000 to \$50,000 per year. The estimated annual cost increase is attributable to an increase in staff time for additional mandated monitoring, sampling, and reporting above and beyond the current program requirements. Annual costs may also be influenced by increased maintenance of the facilities as required by the site's Stormwater Pollution Prevention Plan (SWPPP). These are estimated costs that can be influenced significantly by the number of qualifying storms that may occur in any given wet weather season.

DISCUSSION & ANALYSIS

Beginning July 1, 2015, the State Water Resources Control Board will issue the General Permit for Storm Water Discharges Associated with Industrial Activities, which contains additional requirements for all permit holders managing industrial activities on their property. The result of this regulation requires SVR to complete new Storm Water Pollution Prevention Plans (SWPPP) for each of its sites by June 30, 2015. Highlights include increased monitoring, sampling, and reporting related to storm and non-storm water discharges. Among other significant changes is the requirement to now inspect all facility discharges and stormwater collection and conveyance systems before, during and after any qualifying stormwater event. This will significantly increase staff time required for compliance with these new unfunded State mandates.

BACKGROUND

Regulations from several agencies are designed to protect public health and the environment. Over the years, SVR has sought to make continued adjustments to its operations in order to comply with the regulations. While working to maintain good working relationships with the different regulatory agencies, SVR manages its operations in a cost effective manner resulting in few issues.

ATTACHMENTS

1. None



Report to the Board of Directors

ITEM NO. 7

Finance Manager/Controller-Treasurer

General Manager/CAO

N/A

Legal Counsel

Date: June 18, 2015

From: Mandy Brooks, Recycling Coordinator

Title: A Resolution Approving the 2015-2016
Marketing Work Plan and Statistics
Measurement Plan

RECOMMENDATION

Staff recommends that the Board adopt the resolution.

The FY 15-16 Marketing Work Plan and Statistics Measurement Plan will allow the Authority to continue to promote the Authority's services and increase public education about recycling and waste reduction practices throughout the Salinas Valley community and assist in measuring the success of those efforts.

STRATEGIC PLAN RELATIONSHIP

The recommended action will assist the Authority to complete a six-month strategic objective supporting the three-year Strategic Goal to Increase Public Access, Involvement and Awareness of Authority Activities by expanding public and stakeholder information through TV and Radio ads and social media.

FISCAL IMPACT

The 2015-16 Budget includes \$100,000 for marketing and media services in accounts 106-6-2150-63711 (\$75,000) and 106-6-2100-63711 (\$25,000).

The Authority has an existing professional services agreement with AdManor for marketing services through the end of fiscal year 2015-2016.

DISCUSSION & ANALYSIS

During the past fiscal year, the Authority's Marketing Committee and Resource Recovery staff, with the assistance of AdManor has worked to complete the FY14-15 Marketing Plan for branding and recycling outreach and education.

This included monthly newspaper columns, updating existing recycling labels, Christmas tree, Tire Amnesty, and Mobile HHW & Sharps collection events advertisements, and special promotional events at the Authority's Sun Street Transfer Station (SSTS). Staff is currently in the process of coordinating a "Dinosaur Roundup" event to recycle old or outdated electronic waste (e-waste) at SSTS on June 20, 2015 in order to bring more public attention to the free e-waste recycling services available.

The branding campaign for "Salinas Valley Recycles.org" continued during FY 14-15 and carried into the development and airing of the "Green HHW" TV and Radio

bilingual media campaign to bring the Authority's Household Hazardous Waste services to a greater number of individuals and households. A Community Webinar was also planned as a replacement for the Community Forums that were conducted in the previous year but not well attended. However, due to scheduling conflicts the Webinar was postponed.

The development of the 2015-2016 Marketing Work Plan builds on previous years' work by continuing the on-going branding of the Authority through media campaigns including digital and social media. In addition, the Authority's Marketing Committee has developed and implemented a Statistics Measurement Plan to evaluate the marketing campaigns by tracking and recording on a monthly basis website hits, social media statistics, customer calls, tonnages and trip counts at Johnson Canyon and Sun St facilities, and corresponding media campaigns, events, and outreach and education efforts. The Measurement Plan includes data beginning January 2015 to present and will be used to evaluate correlations and media campaign success. The plan is attached for reference.

The recent customer survey that was presented at the May 20, 2015, Board meeting is part of the Statistics Measurement Plan and is one analytic that can be used to demonstrate the effectiveness of the FY14-15 media campaign: "Over 55% of new SSTS customers reported hearing about the facility through radio ads." In addition, the survey also reported that there was a 40% increase in customers using more than three services which could also be attributed to "Green HHW" media campaign.

The proposed FY15-16 Marketing Work Plan is attached and includes the following tasks:

- Launch new "SalinasValleyRecycles.org" website and continue branding of public-friendly "SalinasValleyRecycles.org" name through website, social media outlets, etc.
- Expand digital and social media campaigns with paid advertisements
- New Community Sponsorship, e.g. Rabobank Stadium Signage
- Monthly Statistics Measurement Plan tracking
- Continue Promotion of the Authority Services through development and production of television and radio media campaign (e.g. new creative message, "Recycle Right").
- Public Relations / Media Relations Press Release, including development of news articles to announce programs and public-interest news
- Promote separating materials in self-haul loads to maximize diversion with development of new promotional materials
- Monthly recycling column
- Marketing of diversion services, targeting specific commodities through special events

The corresponding complete marketing plan, budget and media plan are attached as reference.

BACKGROUND

Since 1999, the Authority has marketed and promoted components of the AB939 Enhanced Services work plan to increase the overall awareness and appreciation of the Authority and its mission, vision and values. Previous marketing plans have focused on development of outreach plans, promotion of the Authority's services, and creating new programs to reach target audiences.

In 2008 the Authority hired AdManor as the marketing consultant and since then has diligently worked to develop and implement comprehensive marketing campaigns and strategies that build on themselves to complete the objectives of the Authority's Strategic Plans and Goals.

The Authority's current three-year Strategic Goal to increase public access, involvement and awareness of SVR's activities and to promote the Authority's role and value as a resource recovery agency is the center piece the FY 15-16 Marketing Plan.

ATTACHMENT(S)

1. Resolution
2. Exhibit A – FY 15-16 Marketing Work Plan
3. Exhibit B – Statistics Measurement Plan
4. Statistics Tracking January through June 2015
5. FY 15-16 Marketing Budget
6. FY 15-16 Media Plan

RESOLUTION NO. 2015 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING THE FISCAL YEAR 2015-2016 MARKETING WORK PLAN AND STATISTICS MEASUREMENT PLAN

WHEREAS, the Authority has marketed and promoted components of the AB939 Enhanced Services work plan to increase the overall awareness and appreciation of the Authority, its services, and mission, vision and values since 1999; and,

WHEREAS, the FY 2015-16 Marketing Work Plan and Statistics Measurement Plan build on previous work and will assist the Authority in completing the three-year Strategic Goal to Increase Public Access, Involvement and Awareness of Authority Activities by expanding public and stakeholder information through TV and Radio ads and social media and assist in measuring the success of those efforts; and,

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY, that the Fiscal Year 2015-2016 Marketing Work Plan and Statics Measurement Plan, attached hereto and marked Exhibits A and B, are hereby approved.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at its regular meeting duly held on the 18th day of June 2015, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Elizabeth Silva, President

ATTEST:

Elia Zavala, Clerk of the Board

Salinas Valley Recycles Marketing FY 15-16 Work Plan

DRAFT Rev 1 - May 2015

May-June 2015 (FY 14-15)

- Ongoing implementation of FY 14-15 media plan
- Creative / message development and production of Spring Recycling Event
- Marketing Committee Meetings (3rd Wednesday of each month): Digital and Social Strategies for FY 15-16; discuss ROI tracking results; updates on Spring Recycling Event; discuss annual budget & work plan
- Mandy's monthly columns in *Californian*, *El Sol*, South County papers
- Continuation/conclusion of final phases of Tire Amnesty Campaign/Grant
- Events
 - June 20 Spring Recycling Event (On site SSTs)
 - Field promotion events with radio station
 - June 20 *Viva la Familia* Ticket Giveaway Radio Event(s) at Sun Street Transfer Station
- Media Sponsorship of June 28 *Viva la Familia*
- Evaluate results of FY 14-15 media and marketing
- Final Budgeting for FY15-16
- If desired, secure 3-month summer campaign at Maya Cinema (opportunity cost vs. Digital media budget)
- Begin media planning for FY 15-16; account for Tire and HHW Grants
- Finish/launch new SalinasValleyRecycles.org

ONGOING SVSWA:

- Board communications
- Internal communications
- Social media and web updates
- Tracking responses, actions

July

- (TBD) Maya Cinema Ads
- Mandy's Article in the Californian
- Mandy's Article in El Sol
- MARKETING MEETING: Recap of FY 14-15; FY 15-16 Budget, goals and tactics; discuss ROI tracking results;
- Marketing Team forwards newly adopted Strategic Objectives (Semi-annual goals); Adjust FY 15-16 media plan, marketing plan and budget if needed
- Annual report of FY 14-15 marketing deliverables
- Draft Media Plan for FY 15-16 (w/ HHW and Tire Grants)
- HHW Grant Campaign Strategy (message and communication plan)
- Determine message goals/creative needs for new Recycling/Branding media productions; e.g. "*Sun Street Open Sundays*" if approved; "*Recycling Right*"; etc.
- Promote new website (when live) on social media, digital ads (TBD – promotion of new and improved website user experience)
- (TBD) Tire Amnesty Grant – media and message planning for first event (if grant approved; dates TBD)
- (TBD) Bumper Sticker printing / delivery

ONGOING SVSWA:

- Board communications
- Internal communications
- Social media and web updates
- Tracking responses, actions

August

- (TBD) Maya Cinema Ads
- Media and creative plans (calendar, budget, media details)
- Mandy's Article in the Californian
- Mandy's Article in El Sol
- MARKETING MEETING; Review/discuss Strategic Objectives (semi-annual goals); approve media plans including schedule / creative calendar; review creative concepts; discuss ROI tracking results
- Production plans for new Recycling/Branding creative productions (TV, Radio, Digital messages)
- HHW Grant - Outreach Plan work in progress
- *(TBD) Tire Amnesty Grant – media and message implementation for first event (if grant approved; dates TBD)*

ONGOING SVSWA:

- Board communications
- Internal communications
- Social media and web updates
- Tracking responses, actions

September

- (TBD) Maya Cinema Ads
- Finalize media plan; negotiate and sign final contracts
- Launch media campaign (Sept or Oct TBD); send traffic and creative to media
- Implement production plan for new creative (TV, radio, etc.)
- HHW Grant – Message development / production plan for November launch
- MARKETING MEETING; discuss ROI tracking results;
- Mandy's Article in the Californian
- Mandy's Article in El Sol
- *(TBD) Tire Amnesty Grant – campaign implementation*

ONGOING SVSWA:

- Board communications
- Internal communications
- Social media and web updates
- Social Post Promotion – quarterly boosted campaign
- Tracking responses, actions

October

- MARKETING MEETING; discuss ROI tracking results; review creative
- Ongoing implementation branding media plan
- Implement new creative into media (distribute, traffic, etc.)
- Mandy's Article in the Californian
- Mandy's Article in El Sol

- HHW Grant – Message distribution to media for November launch
- *(TBD) Tire Amnesty Grant – campaign implementation*

ONGOING SVSWA:

- Board communications
- Internal communications
- Social media and web updates
- Tracking responses, actions

November

- Ongoing implementation branding media plan
- MARKETING MEETING; discuss ROI tracking results;
- Mandy's Article in the Californian
- Mandy's Article in El Sol
- Holiday Tree Recycling Campaign / other Holiday waste reduction campaign media and message plan
- HHW Grant – campaign implementation (ongoing or as planned)
- *(TBD) Tire Amnesty Grant – campaign implementation*

ONGOING SVSWA:

- Board communications
- Internal communications
- Social media and web updates
- Tracking responses, actions

December

- Ongoing implementation branding media plan
- MARKETING MEETING; discuss ROI tracking results;
- Mandy's Article in the Californian
- Mandy's Article in El Sol
- Holiday Tree Recycling Campaign launch; place media and creative; PR
- HHW Grant – campaign implementation (ongoing or as planned)
- *(TBD) Tire Amnesty Grant – 2nd campaign dates set; update media plan/calendar as needed*

ONGOING SVSWA:

- Board communications
- Internal communications
- Social media and web updates
- Social Post Promotion – quarterly boosted campaign
- Tracking responses, actions

Dec 19-Jan 3 AdManor closed – Sandi on vacation

January

- Ongoing implementation branding media plan
- Holiday Tree Recycling Campaign implementation (continued)
- MARKETING MEETING; discuss ROI tracking results; Mid-Year recap and remaining year plan

- HHW Grant – campaign implementation (ongoing or as planned)
- Mandy's Article in the Californian
- Mandy's Article in El Sol

ONGOING SVSWA:

- Board communications
- Internal communications
- Social media and web updates
- Tracking responses, actions

February

- Ongoing implementation of branding media plan
- MARKETING MEETING; discuss ROI tracking results; review relevant outcomes of semi-annual Board Retreat and Strategic Goals adoption; establish any specific goals to be achieved
- Mandy's Article in the Californian
- Mandy's Article in El Sol
- HHW Grant – campaign implementation (ongoing or as planned)
- REVISE WORK PLAN as needed following semi-annual Board Retreat and relevant adopted Strategic Goals

ONGOING SVSWA:

- Board communications
- Internal communications
- Social media and web updates
- Tracking responses, actions

March

- Ongoing implementation of branding media plan
- MARKETING MEETING; discuss ROI tracking results; update on activities, spring event plans
- Mandy's Article in the Californian
- Mandy's Article in El Sol
- Schedule dates for radio station Field Promotions (April-June)
- HHW Grant – campaign implementation (ongoing or as planned)
- Spring Event planning (May-June TBD), finalize date, creative theme
- *(TBD) Tire Amnesty Grant – campaign implementation*

ONGOING SVSWA:

- Board communications
- Internal communications
- Social media and web updates
- Social Post Promotion – quarterly boosted campaign
- Tracking responses, actions

April

- Ongoing implementation of branding media plan
- MARKETING MEETING; discuss ROI tracking results; update on activities, spring event plans
- Mandy's Article in the Californian

- Mandy's Article in El Sol
- HHW Grant – campaign implementation (ongoing or as planned)
- *(TBD) Tire Amnesty Grant – campaign implementation*
- Events / Planning and Implementation
 - Field promotion events with radio station
 - Spring event (creative, PR)

INTERNAL SVSWA: (schedule as needed)

- AdManor current 2-year contract coming to an end; determine marketing consultant contract needs; plan accordingly

ONGOING SVSWA:

- Board communications
- Internal communications
- Social media and web updates
- Tracking responses, actions

May

- Ongoing implementation of branding media plan
- MARKETING MEETING; discuss ROI tracking results; update on activities, spring event plans/final creative approval; discuss budget and planning for FY 16-17
- Mandy's Article in the Californian
- Mandy's Article in El Sol
- HHW Grant – campaign implementation (ongoing or as planned)
- *(TBD) Tire Amnesty Grant – campaign implementation*
- Marketing planning
 - Begin FY 16-17 marketing strategy planning
 - Establish budget goals/recommendation
 - Discuss goals for FY 16-17
 - Preliminary FY 16-17 work plan development

ONGOING SVSWA:

- Board communications
- Internal communications
- Social media and web updates
- Tracking responses, actions

June

- Ongoing implementation of branding media plan; promotion of Spring Event
- MARKETING MEETING; discuss ROI tracking results; update on activities, spring event, FY 16-17 plans
- Mandy's Article in the Californian
- Mandy's Article in El Sol
- HHW Grant – campaign implementation (ongoing or as planned)
- Marketing planning
 - Finalize FY 16-17 Marketing Strategy
 - Finalize FY 16-17 work plan
 - Preliminary FY 16-17 media plan
- Events
 - Spring Recycling Event (On site)
 - Field promotion events with radio station
 - *Viva la Familia* Ticket Giveaway Radio Event(s) at Sun Street Transfer Station

ONGOING SVSWA:

- Board communications
- Internal communications
- Social media and web updates
- Social Post Promotion – quarterly boosted campaign
- Tracking responses, actions

Exhibit B

Statistics Measurement Plan

As part of the FY 15-16 Marketing Plan, the Statistics Measurement Plan was developed to evaluate SVR's marketing campaigns. The plan is to track and record on a monthly basis the following analytics based on media outlet:

Website:

- Average page views per day
- Total number of visits
- Top pages visited

Social Media (Facebook & Twitter):

- Lifetime total "Likes"
- Total page Engagement
- Top Views
- Top "Tweets"
- Number of Impressions

Customer Calls:

- Total number of calls received at Main Office
- Top 3 "Reasons for the Call"
- Top 3 "Ways they heard about SVR"

Tonnage:

- Franchise and Self-haul Solid Waste and Diversion tonnages at Johnson Canyon and Sun St facilities
- Average daily number of trip counts at Johnson Canyon and Sun St facilities

Media Campaigns (Branding and Recycling Ed):

- Current TV and Radio Ads airing
- Digital & Social Media Ads (new for FY 15-16)
- Monthly Recycling Article Topic
- Print Ad Topics
- Other Community Events (Community Cleanups, Composting Workshops, Tire Amnesty, etc.)

This data will be used to evaluate correlations between activities, tonnage, and media campaign success on monthly and annual basis.

SVR Marketing Committee
2015 Website & Social Media Tracking

SVSWA WEBSITE				SOCIAL MEDIA				
Month	Avg Pg Views/Day	Total Visits	Top Pages/Number of visits	FACEBOOK		Top Views/Number of views	TWITTER	
				Total Likes	Total Page Engagment		Top Tweets	Impressions
Jan-15	43.5	1349	Recycle (377) Kids Games (402) Why Reduce Waste (370)	193	13	Composting (17)	Wally-Waste-Not Composting Workshop	175 122
Feb-15	25.28	708	Kids Games (353) Why Reduce Waste (299) Sun Street Transfer (183)	198	12	Composting (30) Tire Recycling (57)	Composting Workshop	93
Mar-15	45.7	1,419	Kids Games (618) Why Reduce Waste (527) Recycle (278)	200	23	Tire Recycling (65) COS Dist. 1 Cleaup (20) Composting (14)	TireRecycling COS Dist. 1 Cleanup Composting Workshop	109 62 60
Apr-15	197.6	5,928	Kids Games (1,197) Why Reduce Waste (616) Kids Recycling Projects (367)	201	27	Every Day Earth Day Article(68) EarthDayCC Photos (35) Natividad Cleanup (33)	Earth Day Natividad Creek cleanup Natividad Creek cleanup	127 125 124
May-15								
Jun-15								

SVR Marketing Committee
2015 Tonnage Tracking

TONNAGE								
Johnson Canyon					Sun St			
Month	Franchise Trash	Self-haul Trash	Diversion	Avg Daily Trip Count	Franchise Trash	Self-haul Trash	Diversion	Avg Daily Trip Count
Jan-15	5,413.23	647.25	1957.82	71	6,504.87	954.73	762.15	210
Feb-15	4,699.27	613.42	2123.34	75	6,032.44	776.26	694.14	208
Mar-15	5,271.97	638.28	2,091.91	70	6,790.70	936.91	782.73	214
Apr-15	5,772.76	661.26	1,781.49	75	6,941.33	868.19	681.69	208
May-15								
Jun-15								

SVR Marketing Committee
2015 Customer Phone Call Stats

<i>CUSTOMER PHONE CALLS</i>			
Month	Total # of Calls	Top "Reason for the Call"	Top "How did you Hear About Us?"
Jan-15			
Feb-15	83	Waste Hauler (21) Tire Recycling (18) Garbage (12)	Word of Mouth Website/Search Engines Printed Advertising
Mar-15	95	Waste Hauler (32) Tire Recycling (23) HHW (13)	Radio Web/Search Engines Printed Advertising
Apr-15	125	Tire Recycling (42) HHW (19) Waste Hauler (19)	Radio Website/Search Engines TV Commercial
May-15			
Jun-15			

SVR Marketing Committee
2015 Media Advertising & Other Events

<div>Branding Ads</div> <div>Recycling Ed</div>					Other Events
Month	TV	Radio	Monthly Article Topic	Print Ads	Community Cleanups, Composting Workshops, Tire Amnesty, etc.
Jan-15	Green HHW/New Green	HHW Mobile Events, New Green & Holiday Tree Recycling	Renewed Year: Compost, HHW	Holiday Tree Recycling	Wally-Waste Not Award released, Salinas Composting Workshop
Feb-15	Green HHW/New Green	HHW Mobile Events & New Green	Loving your Garden	Tire Amnesty	Wally-Waste Not Award, Greenfield Composting Workshop
Mar-15	Green HHW/New Green	Tire Amnesty & Green HHW/New Green	Food Waste Reduction	Tire Amnesty & HHW Mobile	Wally-Waste Not Award, King City Composting Workshop, Tire Amnesty at SSTs & HHW Collection Events (final month)
Apr-15	Green HHW/New Green & Tire Amnesty	Tire Amnesty & Green HHW/New Green	Earth Day/Community Cleanups	Tire Amnesty	Customer Survey at SSTs, Wally-Waste-Not Awards, Rescata Verde Composting workshop, Natividad Creek Cleanup, and lots of EARTH DAY EVENTS!!!
May-15	Green HHW/New Green & Tire Amnesty	Tire Amnesty & Green HHW/New Green	Zero Waste Home/Events	Salinas Valley Chamber Business Recycling & Salinas Valley Fair Recycling Ad	Wally Waste Not Awards Due, Soledad Composting Workshop
Jun-15			Used Batteries	Spring Recycling E-Waste Event	Gonzales Composting Workshop

Branding: Image and Awareness

TASK / TACTIC	SERVICES	MEDIA	TOTAL
TV media		35,000	35,000
Radio media		17,000	17,000
Print ads (Branding/Sponsor ads)		1,500	1,500
Theater or Digital media		3,100	3,100
Social media (paid post promotion/ads)		900	900
TV production	4,000		4,000
Radio production	1,000		1,000
Bumper sticker printing	1,500		1,500
Print + Digital (Misc) production	1,000		1,000
Total Branding Budget	\$ 7,500	\$ 57,500	\$ 65,000

Recycling: Outreach/Education

TASK / TACTIC	SERVICES	MEDIA	TOTAL
Monthly News Column	4,000		4,000
Recycling Education Materials (TBD)	1,500		1,500
Tree Recycling Campaign (print, PR radio)	750	2,500	3,250
Onsite Promotional Event	2,500	10,000	12,500
Total Recycling Budget	\$ 8,750	\$ 12,500	\$ 21,250

SUB TOTAL **\$ 16,250** **\$ 70,000** **\$ 86,250**

Sponsorships

Various community sponsorships (paid directly by SVSWA)	10,000
Rabobank Stadium Signage (1 of 3 annual payments)	4,000
Total Sponsorship Budget	\$14,000

ALLOCATED NON-GRANT BUDGET: **\$ 16,250** **\$ 70,000** **\$100,250**

HHW Grant (Campaign for Homebound Services)

TASK / TACTIC	SERVICES	MEDIA	TOTAL
PR / Announcements	750		750
Production / Message Development	2,000		2,000
Media / Message Distribution (Strategy TBD)		5,000	5,000
Total Recycling Budget	\$ 2,750	\$ 5,000	\$ 7,750

Tire Amnesty Grant Events (2 Events TBD)*

** if approved / grant awarded. Media negotiated as part of overall media plan and allocated accordingly.*

TASK / TACTIC	SERVICES	MEDIA	TOTAL
PR / Announcements	500		500
Radio Media		3000	3,000
Print Media		6000	6,000
Digital Media		500	500
TV Media (:15 PSAs KION, KMUV)		0	0
Production print, radio, digital	500		500
Total Tire Grant Budget	\$ 1,000	\$ 9,500	\$ 10,500

TOTAL ALL MARKETING **Services** **Media** **All**
\$ 20,000 **\$ 84,500** **\$ 118,500**

Draft Media Plan (for example / budgeting purposes only; to be negotiated pending budget and strategy approval)

SPANISH														
Station		Weeks	Spots/Week	Sponsor/PSA's	Total Spots	Week Freq.	Total Freq.	Cost Week	Net Reach	GI's Week	GI's Total	CPM	Total Cost	
Television														
Univision KSMS 67	30's w/news + novelas	16	10	3	208		11.6	\$ 1,563	230,094		2,669,090	\$ 9.37	\$ 25,000	
Telemundo KMUV 23	5's,30's w/news, web	20	21	13	680		20	\$ 500	83,056		1,661,120	\$ 6.02	\$ 10,000	
TOTAL SPANISH TV											4,330,210	\$ 8.08	\$ 35,000	
Radio														
KLOK Tricolor 99.5 FM (afternoons)	60's + 15's bonus	6	9	6	90		15	\$ 285	48,639		729,585	\$ 2.34	\$ 1,710	
KLOK Tricolor 99.5 FM Streaming	60's online	6	50	0	300			\$ 50					\$ 300	
KSES Jose 107.1 FM (mornings)	60's	9	9	0	81		25.8	\$ 222	19,555		504,519	\$ 3.96	\$ 2,000	
KPRC 100.7 w/Remedios Con Velia Irene	5's,30's on air,online	8	30	5	280		12.8	\$ 375	24,700		316,160	\$ 9.49	\$ 3,000	
KMJV Radio Lobo 106.3 FM	60's on air	9	13	18	279			\$ 390					\$ 3,510	
KRAY La Buena 103.5 FM	60's on air	9	13	18	279			\$ 520					\$ 4,680	
KTGE Radio Tigre 1570 AM w/Crew of the Week	60's on air	9	14	18	288			\$ 210					\$ 1,890	
TOTAL SPANISH RADIO											1,550,264	\$ 9.80	\$ 15,200	
TOTAL SPANISH RADIO + TV											5,880,474	\$ 8.54	\$ 50,200	
ENGLISH														
Station		Weeks	Spots/Week	Sponsor/PSA's	Total Spots	Week Freq.	Total Freq.	Cost Week	Net Reach	GI's Week	GI's Total	CPM	Total Cost	
Television														
KION CBS 46	5's,30's (AM/PMnews,frin	18	11	15	468		5.2	\$ 400	400,368		2,081,914	\$ 3.46	\$ 7,200	
KSBW NBC 8	30's rotation	20	5	3	160		4	\$ 250	319,933		1,279,732	\$ 3.91	\$ 5,000	
TOTAL ENGLISH TV											3,361,646	\$ 3.63	\$ 12,200	
Radio														
KDON w/Lunchbox Quick Mix	5'x, 15's on air, online	8	38	5	344	2.4	12.6	\$ 637	65,400	42,900	824,040	\$ 6.18	\$ 5,096	
KRKC King City	30's (PER SIGNAL)	8	25	0	200	0.0	0	\$ 150		0	0	#DIV/0!	\$ 1,200	
TOTAL ENGLISH RADIO											824,040	\$ 7.64	\$ 6,296	
TOTAL ENGLISH RADIO + TV											4,185,686	\$ 4.42	\$ 18,496	
Newspaper - for budgeting purposes only														
Insertions														
Salinas Californian (TIRES)	4 col x 5"	2	1		2			\$ 294	17,000		34,000	\$ 17.29	\$ 588	
Auto Shopper (TIRES)	9 block	8	2		16			\$ 270	50,000		400,000	\$ 5.40	\$ 2,160	
El Sol (TIRES)	4 col x 5"	8	1		8			\$ 163	12,000		72,000	\$ 18.11	\$ 1,304	
South County Newspaper Group (4 combo) (TIRES)	4 col x 5"	8	1		8			\$ 320	4,500		27,000	\$ 94.81	\$ 2,560	
Salinas Californian (TREES)	3 col x 7"	2	1		2			\$ 294	17,000		34,000	\$ 17.29	\$ 588	
El Sol (TREES)	3 col x 7"	2	1		2			\$ 163	30,000		60,000	\$ 5.43	\$ 326	
South County Newspapers (combo) (TREES)	3 col x 7"	2	1		2			\$ 390	4,500		9,000	\$ 86.67	\$ 780	
SPONSORSHIP ADS (Chamber, Earth Day, SV Fair)	Various	4	1		4			\$ 375	4,500		18,000	\$ 83.33	\$ 1,500	
TOTAL PRINT											654,000	\$ 14.99	\$ 9,806	
Digital Ads														
Insertions														
Sponsored Social Media Posts (promoted posts)	Post promotions	4			0			\$ 225	20,000		80,000	\$ 11.25	\$ 900	
Targeted Digital Display (est. \$10/per thousand)	Banners, tiles or pre-roll	24			0			\$ 200	20,000		480,000	\$ 10.00	\$ 4,800	
HHW GRANT MEDIA - TBD														
Insertions														
Allocated budget for HHW outreach media	TBD	8			0			\$ 625	0	0	0	#DIV/0!	\$ 5,000	
Cinema (Option)														
Insertions														
Maya 14 Salinas	30's	13	490		6370			\$ 240	12,500		162,500	\$ 19.20	\$ 3,120	

10,882,660 \$ 8.48

TOTAL \$ 92,322**TARGET MEDIA BUDGET \$ 84,500****over/under \$ (7,822)**Spanish media 58%
English media 25%
AdManor, Inc. (866) 444-2623

Revised/Updated 5/19/15



Report to the Board of Directors

ITEM NO. 8

Finance Manager/Controller-Treasurer

General Manager/CAO

N/A

Legal Counsel

Date: June 18, 2015

From: Cesar Zuñiga, Operations Manager

Title: A Resolution Approving Contract Award to Randazzo Enterprises for the Johnson Canyon Landfill Grinding of Construction and Demolition Materials in the Amount Not to Exceed of \$74,000

RECOMMENDATION

Staff recommends that the Board adopt the resolution.

STRATEGIC PLAN RELATIONSHIP

The recommended action will assist the Authority in supporting the goal to Achieve 75% Diversion. The contract will allow the Authority to grind all its stockpiled concrete, brick, and porcelain stockpiled on site over the past six years. The material will then be used to provide all weather access roads on site and potentially provide reconstruction materials for the future County roadway improvement project near Johnson Canyon, allowing the Authority to reuse the material for a beneficial application.

FISCAL IMPACT

This expenditure is included in the approved Fiscal Year 2015-2016 Budget.

DISCUSSION & ANALYSIS

The construction bids for the Johnson Canyon Landfill Grinding of Construction and Demolition Material were opened on March 10, 2015 with the results noted below.

Bidder	Cost
San Benito Supply	\$11.09 / Ton
Randazzo Enterprises	\$ 8.95 / Ton

BACKGROUND

The Authority diversion activities include recycling of both clean and dirty concrete, brick, and porcelain. Over the past six (6) years the material has been collected and stockpiled on top of Module 1 at the Johnson Canyon Landfill. The landfill operations will be moving into Module 1 later this fall and the material must be processed in order to allow for the fill operations within Module 1.

The processed material will then be used onsite to construct all weather access roads for landfill customers and a winter tipping pad to be used by all customers during wet weather operations.

ATTACHMENTS

1. Resolution

RESOLUTION NO. 2015 -

**A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY
APPROVING THE CONTRACT AWARD TO RANDAZZO ENTERPRISES FOR THE JOHNSON
CANYON LANDFILL GRINDING OF CONSTRUCTION AND DEMOLITION MATERIALS
IN THE AMOUNT NOT TO EXCEED \$74,000**

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY, that the Johnson Canyon Landfill Grinding of Construction and Demolition Materials Construction Project is hereby awarded to Randazzo Enterprises in the amount not to exceed \$74,000, as attached hereto and marked "Exhibit A".

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at its regular meeting duly held on the 18th day of June 2015, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Elizabeth Silva, President

ATTEST:

Elia Zavala, Clerk of the Board



Report to the Board of Directors

ITEM NO. 9

Finance Manager/Controller-Treasurer

General Manager/CAO

T. Bruen by mb

General Counsel

Date: June 18, 2015

From: Mandy Brooks, Recycling Coordinator

Title: A Resolution Approving Amendment No 1 Authorizing a One-Year Extension to the Professional Service Agreement with Contreras Productions for the RecycleRama School Assembly Program in an Amount Not to Exceed \$50,000

RECOMMENDATION

Staff recommends that the Board adopt the resolution.

RecycleRama School Assembly Program continues to assist the Authority in meeting the Public Education component of our AB 939 enhanced services provided to member agencies and is an integral part of the enhancement plan for the school recycling program.

STRATEGIC PLAN RELATIONSHIP

The recommended action will assist the Authority in supporting the three-year Strategic Goal to Fund and Implement 75% Diversion of Waste from Landfills and compliance with AB 939 mandates.

FISCAL IMPACT

The 2015-16 budget includes \$58,500 for the RecycleRama Program in account 106-6-2200-63719. The maximum amount of the professional services contract for fiscal year 2015-2016 shall not exceed \$50,000.

DISCUSSION & ANALYSIS

The current agreement with Ivy Contreras dba Contreras Productions will terminate on June 30, 2015. The Agreement allows for one additional one-year extension. Contreras Productions has agreed to extend the current terms and payments of the Agreement for the next year. Based on Agreement Change order No. 1, dated August 11, 2014, a reallocation of payments added Robert Gomez to the compensation payment structure as an administrative assistant. John Acevedo will be replacing Robert this next year and will receive the same compensation.

In an on-going effort to encourage more schools to schedule the assembly program, the FY14-15 script will be revised to highlight relevant sections of the new Common Core State Standards that all schools are focused on.

As of April 30, 2015, RecycleRama has conducted 45 performances at elementary and middle schools and at YMCA and community centers throughout the Salinas Valley.

BACKGROUND

Since 2006, Salinas Valley Recycles (SVR) has worked with Contreras Productions (formerly Hunter Productions) to develop an interactive Elementary, Middle, and High School Assembly Program, known as "RecycleRama". This coming year will mark a decade of collaboration between the Authority and Contreras Productions on producing the Program.

In the 2014/2015 school year performances were offered to all schools in the Authority service area. As of April 30, 2015, approximately 45 RecycleRama performances were performed at a total of 21 schools and local venues; 16 elementary and middle schools, and 5 other (YMCA, Libraries, Community Centers, etc.) serving approx. 9,000 students in the 2014/2015 school year.

The Authority and Contreras Productions have an excellent working relationship and Contreras Productions is able to provide a unique value-added service based on its in-depth knowledge of Authority and the local school systems. In addition, Contreras Productions has continued to work within the Authority's budget while still providing a quality production.

ATTACHMENTS

1. Resolution
2. Exhibit A – Amendment No. 1

RESOLUTION NO. 2015 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING AMENDMENT NO 1 AUTHORIZING A ONE-YEAR EXTENSION TO THE PROFESSIONAL SERVICES AGREEMENT WITH CONTRERAS PRODUCTIONS FOR THE RECYCLERAMA SCHOOL ASSEMBLY PROGRAM IN AN AMOUNT NOT TO EXCEED \$50,000

WHEREAS, on May 15, 2014, the Board of Directors adopted Resolution No. 2014-15 approving a professional services agreement with Contreras Productions for the RecycleRama School Assembly Program; and

WHEREAS, the agreement allows for one (1) one-year extension; and,

WHEREAS, the Authority is satisfied with Contreras Productions and wishes to exercise the one-year extension to the agreement; and,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the General Manager/CAO is hereby authorized and directed for, and on behalf of, the Salinas Valley Solid Waste Authority to execute Amendment No 1 authorizing a one-year extension to the Professional Services Agreement with Contreras Productions for RecycleRama School Assembly Program in an amount not to exceed \$50,000 as attached hereto and marked "Exhibit A."

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at its regular meeting duly held on the 18th day of June 2015, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Elizabeth Silva, President

ATTEST:

Elia Zavala, Clerk of the Board



EXHIBIT A

AMENDMENT NO 1 TO THE PROFESSIONAL SERVICES BETWEEN SALINAS VALLEY SOLID WASTE AUTHORITY AND CONTRERAS PRODUCTIONS FOR The RecycleRama School Assembly Program

This amendment, is made and entered into this 18th day of June 2015 by and between the Salinas Valley Solid Waste Authority, a joint powers authority organized under the laws of the State of California (hereinafter "Authority"), and Ivy Contreras (individually and jointly referred to herein as "Contractor") doing business as Contreras Productions at 1 Longfellow Court, Salinas, CA 93906.

The Authority and Contractor entered into an Agreement on May 15, 2014. The initial term of the agreement expires June 30, 2015. Amendment No. 1 extends the termination date to June 30, 2016. The agreement provided that the term may be extended by mutual agreement of both parties for one (1) one-year extension.

All terms of the aforementioned agreement will continue in force with the exception of the following changes:

1. **Period of Performance**

The Authority and Contractor hereby mutually agree to extend the agreement for one (1) one-year term effective July 1, 2015 and ending June 30, 2016.

2. **Key Personnel**

John Acevedo – Administrative Assistant

- a. John Acevedo will assume extra administrative and production service duties to assist Ivy Contreras.

3. **Consideration and Payment**

Commencing on July 1, 2015 SVSWA agrees to pay Ivy Contreras \$1,195.31 per month (or \$204.91 per show).

Commencing on July 1, 2015, SVSWA agrees to pay John Acevedo \$210.94 per month (or \$36.16 per show).

IN WITNESS THEREOF, the parties hereto have made and executed this Amendment No. 1 on the date first above written.

SALINAS VALLEY SOLID WASTE AUTHORITY:

APPROVED AS TO FORM:

Patrick Mathews
General Manager/CAO

Thomas M. Bruen
Authority General Counsel

ATTEST:

Elia Zavala
Clerk of the Board

CONTRACTOR:

Ivy Contreras
dba Contreras Productions



Report to the Board of Directors

ITEM NO. 10

Finance Manager/Controller-Treasurer

General Manager/CAO

N/A

General Counsel

Date: June 18, 2015

From: Cesar Zuñiga, Operations Manager

Title: A Resolution Approving Amendment No. 2 Authorizing a Two-Year Extension to the Professional Services Agreement with SCS Field Services for Environmental Control Systems Operations and Maintenance in an Amount not to exceed \$526,625

RECOMMENDATION

Staff recommends adoption of this resolution.

STRATEGIC PLAN RELATIONSHIP

The recommended action helps support the Strategic Plan by Maintaining Environmentally Compliant Facilities and assuring all existing closed/active landfills and public service facilities are maintained per the current mandated regulations.

FISCAL IMPACT

Funding for this item is included in the proposed FY 2015-2016 Budget.

DISCUSSION & ANALYSIS

The current SCS Field Services Agreement expires on June 30, 2015. The Agreement allows for two additional two-year extensions. This would be the second and final extension of the agreement. SCS Field Services has agreed to extend the current terms of the Agreement for the next two years, with a not to exceed cost of \$526,625, which is made up of \$259,421 for FY 2015-2016 and \$267,204 FY 2016-2017. Staff recommends approval to extend the current Agreement.

BACKGROUND

On August 18, 2011, the Board approved a two-year contract with SCS Field Services for operations and maintenance of the landfill gas collection systems in the amount of \$459,157 with two optional two-year extensions. The initial term was extended in April 2013 and is set to expire on June 30, 2015.

ATTACHMENTS

1. Resolution
2. Exhibit A - Amendment No. 2

RESOLUTION NO. 2015-

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING AMENDMENT NO. 2 AUTHORIZING A TWO-YEAR EXTENSION TO THE PROFESSIONAL SERVICES AGREEMENT WITH SCS FIELD SERVICES FOR ENVIRONMENTAL CONTROL SYSTEMS OPERATIONS AND MAINTENANCE IN AN AMOUNT NOT TO EXCEED \$526,625

WHEREAS, on August 18, 2011, the Board of Directors adopted Resolution No. 2011-26 approving a professional services agreement with SCS Field Services for Environmental Control Systems Operations and Maintenance; and

WHEREAS, the agreement allows for two (2) two-year extensions; and,

WHEREAS, on April 13, 2013 the first of two (2) two-year extensions was exercised: and,

WHEREAS, the Authority is satisfied with SCS Field Services and wishes to exercise the second(2) of the two-year extension to the agreement; and,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the Chief Administration Officer is hereby authorized and directed for and on behalf of the Salinas Valley Solid Waste Authority to execute Amendment No. 2 authorizing the final two-year extension to the professional services agreement with SCS Field Services for Environmental Control Systems Operations and Maintenance in an Amount not to exceed \$526,625, as attached hereto and marked "Exhibit A".

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority this 18th day of June 2015 by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Elizabeth Silva, President

ATTEST:

Elia Zavala, Clerk of the Board

EXHIBIT A



**AMENDMENT NO. 2
TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN
SALINAS VALLEY SOLID WASTE AUTHORITY AND
SCS Field Services
FOR
Environmental Control Systems Operations and Maintenance**

This amendment, is made and entered into this 18th of June 2015, by and between the Salinas Valley Solid Waste Authority, a joint powers authority organized under the laws of the State of California (hereinafter "Authority"), and SCS Field Services, a California corporation (hereinafter "Consultant").

The Authority and Consultant entered into an Agreement on August 18, 2011. The initial term of the agreement expired June 30, 2013. Amendment No. 1 extended the termination date to June 30, 2015. Amendment No. 2 extends the termination date to June 30, 2017. The agreement provided that the term may be extended by mutual agreement of both parties for two (2) two-year extensions.

All terms of the aforementioned agreement will continue in force with the exception of the following change:

1. Completion Schedule

The Authority and Consultant hereby mutually agree to extend the agreement for one (1) two-year term effective July 1, 2015 and ending June 30, 2017.

IN WITNESS THEREOF, the parties hereto have made and executed this Amendment No. 2 on the date first above written.

SALINAS VALLEY SOLID WASTE AUTHORITY:

APPROVED AS TO FORM:

R. Patrick Matthews
Chief Administrative Officer

Thomas M. Bruen
Authority General Counsel

ATTEST:

SCS Field Services:

Elia Zavala
Clerk of the Board

President



Report to the Board of Directors

ITEM NO. 11

Finance Manager/Controller-Treasurer

General Manager/CAO

N/A

General Counsel

Date: June 18, 2015

From: Cesar Zuñiga, Operations Manager

Title: A Resolution Approving a Two-Year Service Agreement with Hope Services Inc. for Materials Processing and Litter Abatement at the Sun Street Transfer Station for an Amount not to Exceed \$284,900

RECOMMENDATION

Staff recommends that the Board adopt the resolution.

STRATEGIC PLAN RELATIONSHIP

The recommended action will assist the Authority in supporting the Strategic Plan Objective to Promote Authority's Role and Value as a Resource Recovery Agency and Achieve 75% Diversion by 2015.

FISCAL IMPACT

The two year agreement for materials processing and litter abatement at the Sun Street Transfer Station will be for a not to exceed cost of \$284,900. The proposed FY 2015-16 Budget has sufficient funds to cover the annual cost of \$137,000. Staff will budget for a not to exceed cost of \$147,900 for FY 2016-17. The hourly rate will increase from \$75.16 per hour to \$80.57 per hour on January 1, 2016, due to an increase in California's minimum wage rate, which will result in a 7.2% increase over last year's hourly rate. The agreement also allows for up to three (3) one (1) year extensions.

DISCUSSION & ANALYSIS

The Authority staff continues to increase efforts to identify loads rich in recycling. This coordination has resulted on higher volumes of diverted materials and revenues for the Authority. The Hope Services crew has been an integral part of this on-going successful recovery of these materials. The service agreement with Hope Services Inc., requires a crew of five (5) workers (3 full-time and 2 part-time) and one (1) trained supervisor.

The Authority is committed to partner with Hope Services to provide employment to individuals with developmental disabilities from the Salinas Valley. This collaborative effort has earned several awards over the past several years.

Hope Services is a non-profit agency in Monterey County fully dedicated to serving the disabled community by providing job skill development and job placement. The Salinas Valley Solid Waste Authority's partnership with Hope Services supports the sustainability goal of providing green job opportunities to all citizens of the Salinas Valley. As a unique community based service, staff is recommending that the Board make the finding that

under Authority Code Section 3.01.130 (3), this continuing service is an exception to competitive bidding requirements.

BACKGROUND

The mission of Hope Services, Inc. is to assist people with developmental disabilities to live and participate in their communities. Hope Services offers developmentally disabled adults the opportunity to participate in meaningful community work and develop job related skills. Since April 2007, the Authority has been working with Hope Services Inc., to provide litter abatement and diversion services at the Sun Street Transfer Station, thereby assisting the Authority in continuing to be environmentally responsible and a good neighbor.

Hope Services also assists in providing expanded recycling drop-off services to the self-haul and small commercial customers at Sun Street Transfer Station by allocating a 0.5 client to assist Authority staff with customer services and to help unload recycling materials.

ATTACHMENTS

1. Resolution
2. Exhibit A –Service Agreement
3. Exhibit B- Scope of Service & Fee Schedule

RESOLUTION NO. 2015 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING A TWO-YEAR SERVICE AGREEMENT WITH THREE (3) OPTINAL ONE (1) YEAR EXTENSIONS WITH HOPE SERVICES, INC. FOR MATERIALS PROCESSING AND LITTER ABATEMENT SERVICES AT SUN STREET TRANSFER STATION FOR AN AMOUNT NOT TO EXCEED \$284,900

WHEREAS, Hope Services has provided litter abatement and diversion services for the Authority since April 2007 and has unique, in-depth knowledge of the Authority's operations; and,

WHEREAS, the Salinas Valley Solid Waste Authority values Community Partnerships and finds that Hope Services, Inc. provides a unique commodity to the Authority and the community by providing employment to individuals with disabilities in the Salinas Valley; and,

THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that under Authority Code Section 3.01.130 (3) this service is an exception to competitive bidding requirements; and,

BE IT FURTHER RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the General Manager/CAO is hereby authorized and directed for, and on behalf of, the Salinas Valley Solid Waste Authority to enter into an agreement with Hope Services, Inc. for Materials Processing and Litter Abatement Services at Sun Street Transfer Station for an amount not to exceed \$284,900, as attached hereto and marked "Exhibit A."

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 16th of April of 2015, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

ATTEST:

Elizabeth Silva, President

Elia Zavala, Clerk of the Board



EXHIBIT A

AGREEMENT FOR SERVICES BETWEEN SALINAS VALLEY SOLID WASTE AUTHORITY AND

HOPE SERVICES, INC.

FOR MATERIALS PROCESSING AND LITTER ABATEMENT AT THE SUN STREET TRANSFER STATION

This agreement, made and entered into this 18th day of June of 2015, by and between the Salinas Valley Solid Waste Authority, a joint powers authority organized under the laws of the State of California (hereinafter "Authority"), and Hope Services, Inc. (hereinafter "Contractor") for a two (2) year agreement with three (3) one (1) year optional extensions.

WHEREAS, Contractor represents that Hope Services, Inc. is specially trained, experienced, and competent to perform the services which will be required by this agreement; and

WHEREAS, Contractor is willing to render such services, as hereinafter defined, on the following terms and conditions,

NOW, THEREFORE, Contractor and Authority agree as follows:

1. Scope of Service

The project contemplated and the Contractor's services are described in Exhibit "B," attached hereto and incorporated herein by reference.

2. Completion Schedule

Contractor shall complete the services described in Exhibit "B" by June 30, 2017. This schedule may be extended by mutual agreement of both parties for three (3) one (1) year optional extensions.

3. Compensation

Authority hereby agrees to pay Contractor for services rendered to Authority pursuant to this agreement in an amount not to exceed the amount indicated in the payment schedule in, and in the manner indicated and in accordance with, "Exhibit "B."

4. Billing

Contractor shall submit to Authority an itemized invoice, prepared in a form satisfactory to Authority, describing its services and costs for the period covered by the invoice. Except as specifically authorized by Authority, Contractor shall not bill Authority for duplicate services performed by more than

one person. Contractor's bills shall include the following information to which such services or costs pertain:

- A. Brief description of services performed;
- B. The date the services were performed;
- C. The number of hours spent and by whom;
- D. A brief description of any costs incurred;
- E. The Contractor's signature; and
- F. Reference to Authority's Purchase Order Number

In no event shall Contractor submit any billing for an amount in excess of the maximum amount of compensation provided in Section 3, unless authorized pursuant to Section 5 herein.

All such invoices shall be in full accord with any and all applicable provisions of this agreement.

Authority shall make payment on each such invoice within forty-five (45) days of receipt, provided, however, that if Contractor submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this agreement, Authority shall not be obligated to process any payment to Contractor until forty-five (45) days after a correct and complying invoice has been submitted by Contractor.

5. Additional Services

It is understood by Authority and Contractor that it may be necessary, in connection with the project, for Contractor to perform or secure the performance of consulting and related services other than those set forth in Exhibit "B." Authority has listed those additional services that could be anticipated at the time of the execution of the agreement as shown in Exhibit "B." If said additional services are requested by the Authority, Contractor shall advise Authority in writing of the need for additional services, and the cost of, and estimated time to perform, the services. Contractor shall not proceed to perform any such additional service until Authority has determined that such service is required beyond the scope of the basic services to be provided by the Contractor, and has given its written authorization to perform. Written approval for performance and compensation for additional services may be granted by the Authority's General Manager/CAO or his designee.

Except as hereinabove stated, any additional service not shown on Exhibit "B" shall require an amendment to this agreement and shall be subject to all of the provisions of this agreement.

6. Additional Copies

If Authority requires additional copies of reports, or any other material which Contractor is required to furnish in limited quantities as part of the services under this agreement, Contractor shall provide such additional copies as are requested, and Authority shall compensate Contractor for the actual costs of duplicating such copies.

7. Responsibility of Contractor

- A. By executing this agreement, Contractor agrees that Contractor is apprised of the scope of work to be performed under this agreement and Contractor agrees that said work can and shall be performed in a fully competent manner. By executing this agreement, Contractor further agrees and warrants to Authority that the Contractor possesses, or shall arrange to secure from others, all of the necessary capabilities, experience, resources, and facilities necessary to provide the Authority the services contemplated under this agreement and that Authority relies upon the skills and experience of Contractor to do and perform Contractor's work. Contractor further agrees and warrants that Contractor shall follow the current, generally accepted practices of the Contractor's business or trade to make findings, render opinions, prepare factual presentations, and provide advice and recommendations regarding the project for which the services are rendered under this agreement.

- B. Contractor has assigned Pam Smith to have overall responsibility for the execution of this agreement. Pam Smith is hereby designated as the Project Manager for Contractor. Any change of the Project Manager shall be subject to the prior written acceptance and approval of the Authority's General Manager/CAO or designee.

8. Responsibility of Authority

To the extent appropriate to the project contemplated by this agreement, Authority shall:

- A. Make provisions for Contractor to enter upon public and private property as required by Contractor to perform required services.
- B. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Contractor, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- C. The Authority authorized designee, shall act as Authority's representative with respect to the work to be performed under this agreement. Such person shall have the complete authority to transmit instructions, receive information, interpret, and define Authority's policies and decisions with respect to the materials, equipment, elements, and systems pertinent to Contractor's services. Authority may unilaterally change its representative upon notice to the Contractor.
- D. Give prompt written notice to Contractor whenever Authority observes or otherwise becomes aware of any defect in the project.
- E. Furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

9. Acceptance of Work Not a Release

Acceptance by the Authority of the work performed under this agreement does not operate as a release of Contractor from responsibility for the work performed.

10. Indemnification and Hold Harmless

Contractor shall indemnify, defend and hold Authority and its officers, employees, or agents harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to any property, or any violation of any federal, state, or municipal law or ordinance, or other cause in connection with the negligent or intentional acts or omission of Contractor, its employees, subcontractors, or agents, or on account of the performance or character of the work, except for any such claim arising out of the sole active negligence or willful misconduct of the Authority, its officers, employees or agents. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code, and that Contractor shall at its own expense, upon written request by the Authority, defend any such suit or action brought against the Authority, its officers, agents, or employees.

Acceptance of insurance certificates and endorsements required under this agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Contractor shall reimburse the Authority for all costs and expenses (including, but not limited to, fees and charges of architects, engineers, attorneys, and other professionals, and court costs) incurred by the Authority in enforcing the provisions of this section.

Contractor's obligations in this section shall survive termination of this Agreement.

11. Insurance

- A. Contractor shall, throughout the duration of this agreement, maintain comprehensive general liability and property insurance covering all operations of the Contractor, its agents and employees, performed in connection with this agreement including, but not limited to, premises and automobile.
- B. Contractor shall maintain the following limits:

General Liability

Combined Single Limit Per Occurrence..... \$1 million
General Aggregate..... \$1.5 million
(The policy shall cover on an occurrence or an accident basis, and not on a claims-made basis.)

Automobile Liability:

Combined Single Limit Per Occurrence..... \$1 million
(The policy shall cover on an occurrence or an accident basis, and not on a claims-made basis.)

Workers Compensation..... Full Liability Coverage
(Contractor shall not disclaim responsibility or avoid liability for the acts or omissions of its subcontractors or other contractors. The retroactive date of the policy must be shown and must be before the date of the agreement.)

- C. All insurance companies with the exception of Worker's Compensation affording coverage to the Contractor shall be required to add the Salinas Valley Solid Waste Authority, its officers, employees, and agents, as "additional insureds" by endorsement under the insurance policy and shall stipulate that this insurance policy will operate as primary insurance for the work performed under this agreement and that no other insurance affected by the Authority or other named insured will be called upon to contribute to a loss covered thereunder. The policy shall contain no special limitations on the scope of protection afforded to Authority, its officers, employees, or agents.
- D. All insurance companies affording coverage to the Contractor shall be insurance organizations authorized by the Insurance Commissioner to transact the business of insurance in the State of California.
- E. All insurance companies affording coverage shall issue an endorsement to their policy, committing them to provide thirty (30) days written notice by certified or registered mail to the Salinas Valley Solid Waste Authority should the policy be canceled or reduced in coverage before the expiration date. For the purposes of this notice requirement, any material change prior to expiration shall be considered cancellation.
- F. Contractor shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the Authority concurrently with the submittal of this agreement. A statement on the insurance certificate which states that the insurance company will endeavor to notify the certificate holder, "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" does not satisfy the requirements of subsection (E) herein. The Contractor shall ensure that the above-quoted language is stricken from the certificate by the authorized representative of the insurance company. The insurance certificate shall also state the unpaid limits of the policy.
- G. Contractor shall provide substitute certificate of insurance no later than thirty (30) days prior to the policy expiration date. Failure by the Contractor to provide such a substitution and extend the policy expiration date shall be considered default by Contractor.

- H. Maintenance of insurance by the Contractor as specified in the agreement shall in no way be interpreted as relieving the Contractor of any responsibility whatever and the Contractor may carry, at its own expense, such additional insurance as it deems necessary.

12. Access to Records

Contractor shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials including but not limited to calculation and survey notes relating to work performed for Authority under this agreement on file for at least three (3) years following the date of final payment to Contractor by Authority. Any duly authorized representative(s) of Authority shall have access to such records for the purpose of inspection, audit, and copying at reasonable times during Contractor's usual and customary business hours. Contractor shall provide proper facilities to Authority's representative(s) for such access and inspection.

13. Assignment

It is recognized by the parties hereto that a substantial inducement to Authority for entering into this agreement was, and is, the reputation and competence of Contractor. This agreement is personal to Contractor and shall not be assigned by it without the prior express written approval of the Authority. If the Contractor is a corporation or other business entity, a change of control (meaning a transfer of more than 20% of the voting stock or equity interest in the entity) shall constitute an assignment requiring the Authority's prior consent.

Authority may assign this agreement, and its assignee shall have all of the rights, and be subject to all of the obligations, of Authority hereunder, and whenever an officer of Authority is referred to in this agreement, then the representative of the assignor exercising similar duties shall be deemed to be the person referred to.

14. Changes to Scope of Work

Authority may at any time and, upon a minimum of ten (10) days written notice, seek to modify the scope of basic services to be provided under this agreement. Contractor shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify Authority in writing. The rate of compensation shall be based upon the hourly rates shown in Exhibit "B" of this agreement. Upon agreement between Authority and Contractor as to the extent of said impacts to time and compensation, an amendment to this agreement shall be prepared describing such changes.

Execution of the amendment by Authority and Contractor shall constitute the Contractor's notice to proceed with the changed scope.

15. Compliance with Laws, Rules, and Regulations

Services performed by Contractor pursuant to this agreement shall be performed in accordance and full compliance with all applicable federal, state, and local laws and any rules or regulations promulgated thereunder.

16. Licenses

If a license of any kind, which term is intended to include evidence of registration, is required of Contractor, its employees, agents, or subcontractors by federal or state law, Contractor warrants that such license has been obtained, is valid and in good standing, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

17. Fiscal Considerations

The parties to this Agreement recognize and acknowledge that Authority is a political subdivision of the entities in which it represents. As such, Authority is subject to the provisions of Article XVI,

Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of Authority business, Authority will adopt a proposed budget prior to a given fiscal year.

In addition to the above, should the Authority during the course of a given year for financial reasons reduce, or order a reduction, in the budget for which services were agreed to be performed, pursuant to this paragraph in the sole discretion of the Authority, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

18. Interest of Public Official

No official or employee of Authority who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of Authority have any interest, direct or indirect, in this agreement or the proceeds thereof.

19. Withholding (Form 730)

In accordance with changes in Internal Revenue Law, OASDI (Old Age, Survivors, & Disability Insurance) and income taxes may be withheld from any payments made to Contractor under the terms of this Agreement if Contractor is determined by the Authority not to be an independent contractor.

20. California Residency (Form 590)

All independent Contractors providing services to the Authority must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of this agreement or Authority shall withhold seven (7) percent of each payment made to the Contractor during the term of this agreement. This requirement applies to any agreement/contract exceeding \$600.

21. Tax Payer Identification Number (Form W-9)

All independent Contractors or Corporations providing services to the Authority must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

22. Independent Contractor

It is expressly understood and agreed by both parties that Contractor, while engaged in carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and not an employee of the Authority. Contractor expressly warrants not to represent, at any time or in any manner, that Contractor is an employee, agent, or servant of the Authority.

23. Exhibits Incorporated

All exhibits referred to in this agreement and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between any of the terms of the agreement and any of the terms of any exhibit to the agreement, the terms of the agreement shall control the respective duties and liabilities of the parties.

24. Integration and Amendment

This agreement represents the entire understanding of Authority and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or affect with respect to

those matters contained herein. No prior oral or written understanding shall be of any force or affect with respect to those matters covered in it. This agreement may not be modified or altered except by amendment in writing signed by both parties.

25. Jurisdiction

This agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this agreement shall be in the State of California in the County of Monterey.

26. Severability

If any part of this agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void in so far as it is in conflict with said laws, but the remainder of the agreement shall continue to be in full force and effect.

27. Notice to Proceed; Progress; Completion

Upon execution of this agreement by both parties, Authority shall give Contractor written notice to proceed with this work. Such notice may authorize Contractor to render all of the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, Authority shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Contractor shall diligently proceed with the work authorized and complete it within the agreed time period specified in said notice.

28. Ownership of Documents

Title to all documents, drawings, specifications, data, reports, summaries, correspondence, photographs, computer software, video and audio tapes, and any other materials with respect to work performed under this agreement shall vest with Authority at such time as Authority has compensated Contractor, as provided herein, for the services rendered by Contractor in connection with which they were prepared. Authority agrees to hold harmless and indemnify the Contractor against all damages, claims, lawsuits, and losses of any kind including defense costs arising out of any use of said documents, drawings, and/or specifications on any other project without written authorization of the Contractor.

29. Subcontractors

Contractor shall be entitled, to the extent determined appropriate by Contractor, to subcontract any portion of the work to be performed under this agreement. Contractor shall be responsible to Authority for the actions of persons and firms performing subcontract work. The subcontracting of work by Contractor shall not relieve Contractor, in any manner, of the obligations and requirements imposed upon Contractor by this agreement. All subcontractors shall comply with the insurance requirements in Section 11 as if they were the Contractor.

30 Dispute Resolution:

A. MEDIATION

In the event of any dispute, claim, or controversy among the parties arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, the parties shall submit the dispute to the Judicial Arbitration and Mediation Service (JAMS) for non-binding mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The mediation shall take place in Salinas, California. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and

attorneys, and by the mediator or any JAMS employees, are and shall be, confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within 30 days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), either party may submit the dispute, claim or controversy to binding arbitration as provided in this Agreement. The mediation may continue, if the parties so agree, after the appointment of the arbitrators. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

B. ARBITRATION

Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration in Salinas, California before three arbitrators. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The provisions of California Code of Civil Procedure, section 1283.05, as well as, any amendments or revisions thereto, are incorporated into this agreement. Depositions may be taken and discovery may be obtained in any arbitration under this agreement in accordance with said statute or any amendment thereto. Judgment on the arbitrator's award may be entered in any court having jurisdiction. This clause shall not preclude any of the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrators may, in the award, allocate to the prevailing party all or part of the costs of the arbitration, including the fees of the arbitrator, the reasonable attorneys' fees and expert witness fees of the prevailing party. This arbitration clause is subject to the limitation in subsection C below.

C. CLAIMS AGAINST THE AUTHORITY; STATUTE OF LIMITATIONS

Any claims for relief against the Authority shall be subject to the claims requirements of Government Code Section 905 *et seq.* and the Authority's Ordinance Code Article 3.04 and must be submitted to arbitration within the applicable statutes of limitations governing civil actions against local agencies in California, or will otherwise be barred. The arbitrators shall be without jurisdiction to hear or determine claims barred by the statute of limitations. This provision shall be enforced by the Superior Court of Monterey County or any other court of competent jurisdiction.

31 **Termination**

A. In the event that it is determined by the Authority to terminate this agreement, the Authority:

1. Shall give Contractor written notice that in the Authority's opinion the conduct of the Contractor is such that the interests of the Authority may be impaired or prejudiced, or
2. Upon written notice to Contractor, may for any reason whatsoever, terminate this agreement.

B Upon termination, Contractor shall be entitled to payment of such amount as fairly compensates Contractor for all work satisfactorily performed up to the date of termination based upon the rate as shown in "Exhibit B," except that:

1. In the event of termination by the Authority for Contractor's default, Authority shall deduct from the amount due Contractor the total amount of additional expenses incurred by Authority as a result of such default. Such deduction from amounts due Contractor are made to compensate Authority for its actual additional cost incurred in securing satisfactory

performance of the terms of this agreement, including but not limited to, costs of engaging other Contractors for such purposes. In the event that such additional expenses shall exceed amounts otherwise due and payable to Contractor hereunder, Contractor shall pay Authority the full amount of such expense. In the event that this agreement is terminated by Authority for any reason, Contractor shall:

- a. Upon receipt of written notice of such termination promptly cease all services on this project, unless otherwise directed by Authority; and
 - b. Deliver to Authority all documents, data, reports, summaries, correspondence, photographs, computer software, video, and audiotapes, and any other materials provided to Contractor or prepared by or for Contractor or the Authority in connection with this agreement. Such material is to be delivered to Authority whether in completed form or in process; however, notwithstanding the provisions of Section 23 herein, Authority may condition payment for services rendered to the date of termination upon Contractor's delivery to the Authority of such material.
- C. In the event that this agreement is terminated by Authority for any reason, Authority is hereby expressly permitted to assume this project and complete it by any means, including but not limited to, an agreement with another party.
- D. The rights and remedy of the Authority provided by under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this agreement.

32 Audit and Examination of Accounts

- A. Contractor shall keep and will cause any assignee or subcontractor under this agreement to keep accurate books of record in account, in accordance with sound accounting principles, which records pertain to services to be performed under this agreement.
- B. Any audit conducted of books and records and accounts shall be in accordance with generally accepted professional standards and guidelines for auditing.
- C. Contractor hereby agrees to disclose and make available any and all information, reports, or books of records or accounts pertaining to this agreement to Authority and any local, State or Federal government that provides support funding for this project.
- D. Contractor hereby agrees to include the requirements of subsection (B) above in any and all contracts with assignees or Contractors under his agreement.
- E. All records provided for in this section are to be maintained and made available throughout the performance of this agreement and for a period of not less than three (3) years after full completion of services hereunder, except that any and all such records which pertain to actual disputes, litigation, appeals, or claims shall be maintained and made available for a period of not less than three (3) years after final resolution of such disputes, litigation, appeals, or claims.

33 Extent of Agreement

This agreement represents the entire integrated agreement between Authority and Contractor and supersedes all prior negotiations, representations, understandings, or agreements between the parties either written or oral.

34 Notices

- A. Written notices to the Authority hereunder shall, until further notice by Authority, be addressed to:

Via Mail

Salinas Valley Solid Waste Authority
Attn: Mr. R. Patrick Mathews,
General Manager/CAO
P.O. Box 2159
Salinas, CA 93902-2159

Hand Delivered

Salinas Valley Solid Waste Authority
Attn: Mr. R. Patrick Mathews,
General Manager/CAO
128 Sun Street Ste 101
Salinas, CA 93901

Written notices to the Contractor shall, until further notice by the Contractor, be addressed to:

Pam Smith, Business Manager
Hope Services, Inc.
546 Brunken Avenue
Salinas, CA 93901

- C. The execution of any such notices by the General Manager/CAO or designee of the Authority shall be as effective to Contractor as if it were by resolution or order of the Authority Board, and Contractor shall not question the authority of the General Manager/CAO or designee to execute any such notice.
- D. All such notices shall either be delivered personally to the other party's designee named above, or shall be deposited in the United States Mail, properly addressed as aforesaid, postage fully prepaid, and shall be effective the day following such deposit in the mail.

35 Nondiscrimination

During the performance of this agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years), or disability. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years), or disability.

36 Conflict of Interest

Contractor warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this agreement a violation of any applicable state, local, or federal law. Contractor further declares that, in the performance of this agreement, no subcontractor or person having such an interest shall be employed. In the event that any conflict of interest should nevertheless hereinafter arise, Contractor shall promptly notify Authority of the existence of such conflict of interest so that Authority may determine whether to terminate this agreement. Contractor further warrants its compliance with the Political Reform Act (Government Code section 81000 *et seq.*) that apply to Contractor as the result of Contractor's performance of the work or services pursuant to the terms of this agreement.

37 Headings

The section headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this agreement.

38 Multiple Copies of Agreement

Multiple copies of this agreement may be executed but the parties agree that the agreement on file in the office of the Clerk of the Authority Board is the version of the agreement that shall take precedence should any differences exist among counterparts of the documents.

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement on the date first above written.

SALINAS VALLEY SOLID WASTE AUTHORITY:

APPROVED AS TO FORM:

R. Patrick Mathews
General Manager/CAO

Thomas M. Bruen
Authority General Counsel

Dated: _____

Dated: _____

ATTEST:

Elia Zavala
Clerk of the Board

Dated: _____

CONTRACTOR:

Hope Services Inc.

Dated: _____

Signature

Printed Name & Title

Attachments:

Exhibit B Scope of Services and Fee Schedule

EXHIBIT B

Scope of Services & Fee Schedule

Scope of Services

Hope Services Inc., will provide five (5) clients and one (1) supervisor for the following tasks:

1. Cleaning of contaminants from refuse loads containing high amounts of recycling materials such as cardboards, plastics, metals and other recycling materials including organics.
2. Loading of recycling materials into designated containers for shipping.
3. Baling or preparation of recycling commodities to increase storage efficiency and market value.
4. Litter abatement in and around Sun Street Transfer Station property as needed.
5. Providing a client to assist a Diversion Worker to manage the Materials Recycling drop off Area.

Fee Schedule

1. Rate is \$75.16 per hour through December 31, 2015. The rate will increase to \$80.57 on January 1, 2016 due to an increase in the State of California's minimum wage rate. The agreement shall not exceed \$137,000 for FY 2015/2016. On January 1, 2017, the contractor shall be entitled to a CPI adjustment based on San Francisco-Oakland-San Jose index and shall not exceed three (3) percent. The agreement shall not exceed \$147,900 for FY 2016/2017. The agreement also has three (3) one (1) year optional extensions.
2. The operating schedule will be seven hours (7 hours), Monday through Friday except when the transfer station is closed due to holidays and/or holidays observed by Hope Services, Inc.
3. The Salinas Valley Solid Waste Authority will provide all necessary employee safety protection gear and supplies.



Report to the Board of Directors

ITEM NO. 12

Finance Manager/Controller-Treasurer

General Manager/CAO

N/A

General Counsel

Date: June 18, 2015

From: Cesar Zuñiga, Operations Manager

Title: A Resolution Approving a Two-Year Service Agreement with Stericycle Environmental Services for Household Hazardous Waste Transportation and Disposal/Recycling

RECOMMENDATION

Staff recommends that the Board adopt the resolution.

STRATEGIC PLAN RELATIONSHIP

The recommended action will assist the Authority in supporting the Strategic Plan Objective to Promote Authority's Role and Value as a Resource Recovery Agency and Achieve 75% Diversion, as well as a mandate of California State Law AB939 which requires local jurisdictions to have a plan for the proper disposal of Household Hazardous Waste to prevent the materials from being disposed in the landfill.

FISCAL IMPACT

The household hazardous waste collection program represents 31.6% of the AB 939 Services budget. In FY 2013-14, the Authority paid \$170,617 for HHW disposal costs and supplies and the current fiscal year budget is \$185,000. A portion of these costs are offset by revenue from salvaged electronic waste and commercial customers. During the last fiscal year 1,250,949 pounds of HHW was shipped from the Sun Street facility. It is anticipated the volume will continue to increase resulting in a budget of \$195,000 for disposal and supplies for the 2015-2016 fiscal year.

DISCUSSION & ANALYSIS

A Request for Proposals was released in April 2015 with the following firms responding by the May 1, 2015 deadline: Clean Harbors Environmental Services and Stericycle Environmental Solutions. Both firms are well established in transportation and processing of hazardous waste.

The proposal from Stericycle Environmental Solutions was the top ranked proposal based on the lowest costs and level of service to be provided. In particular, their requirements for packaging and manifesting material is much less labor intensive than Clean Harbors Environmental Services, and the Authority has had a very successful business relationship in the past and has not encountered any problems with either the service or the shipments. They are a fully integrated recovery and industrial services company with more than twenty years of experience in California.

BACKGROUND

The Authority fulfills each member city's and the County's obligation under AB 939 to accept and provide safe disposal for hazardous materials which may otherwise be disposed in the landfill. We are the sole collector in the Salinas Valley except for the used oil program offered by Monterey County, which is grant funded. The collection facility at the Sun Street Transfer Station served 8,183 customers in 2014 and recycled an average of 220 gallons of paint each month. Additionally there are collection stations for antifreeze, paint, oil and batteries (ABOPs) at the Johnson Canyon landfill and Jolon Road transfer station.

ATTACHMENTS

1. Resolution
2. Exhibit A –Service Agreement (WILL BE PROVIDED AT THE MEETING)

RESOLUTION NO. 2015 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING A TWO-YEAR SERVICE AGREEMENT WITH STERICYCLE ENVIRONMENTAL SOLUTIONS FOR HOUSEHOLD HAZARDOUS WASTE TRANSPORTATION AND DISPOSAL/RECYCLING

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the General Manager/Chief Administrative Officer is hereby authorized and directed for and on behalf of the Salinas Valley Solid Waste Authority to execute a Service Agreement with Stericycle Environmental Solutions for transportation and disposal/recycling of Household Hazardous Waste, as attached hereto and marked "Exhibit A".

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 18th of June 2015, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Elizabeth Silva, President

ATTEST:

Elia Zavala, Clerk of the Board



Report to the Board of Directors

ITEM NO. 13

Finance Manager/Controller-Treasurer

General Manager/CAO

N/A

General Counsel

Date: June 18, 2015

From: Susan Warner, Diversion Manager

Title: A Resolution Approving a One-Year Professional Services Agreement with TWDC Industries, Inc. dba Vision Recycling for Green Waste Processing at the Johnson Canyon Landfill and Sun Street Transfer Station

RECOMMENDATION

Staff recommends that the Board adopt the resolution.

STRATEGIC PLAN RELATIONSHIP

The recommended action will assist Salinas Valley Recycles (SVR) in supporting the three-year Strategic Goal to fund and implement 75% diversion of waste from landfills.

FISCAL IMPACT

Green waste processing is funded through tipping fees. Effective July 1, 2015, the rate will be \$29.50 per ton for all customers, except Republic Services loads which are charged \$17.20 per ton delivered to Johnson Canyon and \$24.37 per ton delivered to Sun Street. Waste Management loads from Jolon Road will be charged \$18.55 per ton. Through May 30, \$605,400 was collected in green waste tipping fees.

The Fiscal Year 2015-16 budget includes \$588,600 for organics diversion expenses. The cost to SVR for Vision Recycling (Vision) to chip and grind green waste material is \$20.65 per ton, or \$557,550, if the anticipated 27,000 tons of green waste is received during the fiscal year. Vision has not increased its rate since the initial contract in July 2011.

The estimated \$7,000 cost for removal of debris from contaminated loads will be funded by SVR until the fee can be passed through to the franchise hauler on January 1, 2016.

DISCUSSION & ANALYSIS

Both SVR and Vision would like to pursue composting on a larger scale at Johnson Canyon and partnered on an organics grant application, which was not funded. During this contract term, Vision will create a minimal amount of compost on site instead of shipping the material to a composter for finishing. Grant funding will be sought again, if available, to fund infrastructure improvements for a full composting operation at Johnson Canyon that would include receiving food waste, which is currently being delivered to the Marina Landfill's anaerobic digester.

A few changes have been made to the Scope of Work to ensure Vision does daily litter patrol on site and quarterly on the neighboring property, as well as submittal of documents supporting regulatory requirements be submitted on a timely basis.

BACKGROUND

The current agreement with Vision Recycling terminates on June 30, 2015. Vision was selected as a result of a competitive Request for Proposal process in 2011. There are no extension opportunities on the current contract.

ATTACHMENTS

1. Resolution Authorizing Agreement
2. Exhibit A – Professional Services Agreement
3. Exhibit B – Scope of Work
4. Exhibit C – Johnson Canyon Site Map
5. Exhibit D – Sun Street Site Map

RESOLUTION NO. 2015-

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH TWDC INDUSTRIES, INC. DBA VISION RECYCLING FOR GREEN WASTE PROCESSING AT THE JOHNSON CANYON LANDFILL AND THE SUN STREET TRANSFER STATION

WHEREAS, on March 17, 2011, the Salinas Valley Solid Waste Authority Board of Directors adopted Resolution No. 2011-07 approving a contract with Vision Recycling as the processor for yard trimmings, untreated wood and plant material at the Johnson Canyon Landfill and Sun Street Transfer Station; and

WHEREAS, on the contract for services will terminate on June 30, 2015; and

WHEREAS, the Authority wishes to enter into a one-year professional services agreement with Vision Recycling; and,

WHEREAS, the agreement allows for four (4) one (1) year extensions to the contract; and,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the Chief Administration Officer is hereby authorized and directed for and on behalf of the Salinas Valley Solid Waste Authority to execute a one-year professional services agreement with TWDC Industries,, Inc. dba Vision Recycling for organics processing, attached hereto and marked "Exhibit A".

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority this 18th day of June 2015 by the following votes:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Elizabeth Silva, President

ATTEST:

Elia Zavala, Clerk of the Board



EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN SALINAS VALLEY SOLID WASTE AUTHORITY AND TWDC INDUSTRIES, INC. DBA VISION RECYCLING TO PROVIDE ORGANICS PROCESSING AT THE JOHNSON CANYON LANDFILL AND SUN STREET TRANSFER STATION

This agreement, made and entered into this 18th day of June, 2015 by and between the Salinas Valley Solid Waste Authority, a joint powers authority organized under the laws of the State of California (hereinafter "Authority"), and TWDC Industries, Inc., a California Corporation, DBA Vision Recycling (hereinafter "Consultant").

WHEREAS, Consultant represents that it is specially trained, experienced, and competent to perform the special services which will be required by this agreement; and

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions,

NOW, THEREFORE, Consultant and Authority agree as follows:

1. Scope of Service

The project contemplated and the Consultant's services are described in Exhibit "B," attached hereto and incorporated herein by reference.

2. Completion Schedule

Consultant shall complete the consulting services described in Exhibit "B" by June 30, 2016. This schedule may be extended by mutual agreement of both parties for four (4) one (1) year extensions.

3. Compensation

Authority hereby agrees to pay Consultant for services rendered to Authority pursuant to this agreement in an amount not to exceed \$20.65 per ton of organic material processed.

Authority hereby agrees to pay Consultant a Sanitation Fee to remove contamination from incoming loads, in accordance with the process documented in the Scope of Services, Item 3C, as follows:

Level O, Minimal	\$.00 per load
Level 1, Modest	\$125.00 per load
Level 2, Moderate	\$210.00 per load
Level 3, Excessive	\$255.00 per load

All wage scales shall be in accordance with applicable determinations made by the Director of the Department of Industrial Relations of the State of California, as provided by Article 2, Chapter 1, Division 2, Part 7 of the Labor Code of the State of California, commencing with Section 1771. In accordance with Section 1773.2 of said Labor Code, copies of the aforesaid determinations of the Director of the Department of Industrial Relations are to be on file at the Consultant's principal office. It shall be mandatory for any Contractor or Consultant to whom a contract is awarded to pay not less than the applicable prevailing wage rate to all workers employed for the execution of the Contract.

4. Billing

Consultant shall submit to Authority an itemized invoice, prepared in a form satisfactory to Authority, describing its services and costs for the period covered by the invoice. Except as specifically authorized by Authority, Consultant shall not bill Authority for duplicate services performed by more than one person. Consultant's bills shall include the following information to which such services or costs pertain:

- A. Brief description of services performed;
- B. The date the services were performed;
- C. The number of hours spent and by whom;
- D. A brief description of any costs incurred;
- E. The Consultant's signature; and
- F. Reference to Authority's Purchase Order Number

In no event shall Consultant submit any billing for an amount in excess of the maximum amount of compensation provided in Section 3, unless authorized pursuant to Section 5 herein.

All such invoices shall be in full accord with any and all applicable provisions of this agreement.

Authority shall make payment for all undisputed portions on each such invoice within forty-five (45) days of receipt, provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this agreement, Authority shall not be obligated to process any payment for disputed portions of invoice to Consultant until forty-five (45) days after a correct and complying invoice has been submitted by Consultant.

5. Additional Services

It is understood by Authority and Consultant that it may be necessary, in connection with the project, for Consultant to perform or secure the performance of consulting and related services other than those set forth in Exhibit "B." Authority has listed those additional consulting services that could be anticipated at the time of the execution of the agreement as shown in Exhibit "B." If said additional services are requested by the Authority, Consultant shall advise Authority in writing of the need for additional services, and the cost of and estimated time to perform the services. Consultant shall not proceed to perform any such additional service until Authority has determined that such service is beyond the scope of the basic services to be provided by the Consultant, is required, and has given its written authorization to perform. Written approval for performance and compensation for additional services may be granted by the Authority's Chief Administrative Officer.

Except as hereinabove stated, any additional service not shown on Exhibit "B" shall require an amendment to this agreement and shall be subject to all of the provisions of this agreement.

6. Additional Copies

If Authority requires additional copies of reports, or any other material which Consultant is required to furnish in limited quantities as part of the services under this agreement, Consultant shall provide such additional copies as are requested, and Authority shall compensate Consultant for the actual costs of duplicating such copies.

7. Responsibility of Consultant

- A. By executing this agreement, Consultant agrees that Consultant is apprised of the scope of work to be performed under this agreement and Consultant agrees that said work can and shall be performed in a competent manner. By executing this agreement, Consultant further agrees that the Consultant possesses, or shall arrange to secure from others, all of the necessary professional capabilities, experience, resources, and facilities necessary to provide the Authority the services contemplated under this agreement and that Authority relies upon the professional skills of Consultant to do and perform Consultant's work. Consultant further agrees that Consultant shall follow the current, generally accepted professional standard of care to make findings, render opinions, prepare factual

presentations, and provide professional advice and recommendations regarding the project for which the services are rendered under this agreement. Consultant shall have the right to reasonably rely on all information provided by Authority without independent verification.

- B. Consultant shall assign a single project director to have overall responsibility for the execution of this agreement for Consultant. Tamotsu Yamamoto is hereby designated as the project director for Consultant. Any changes in the project director designee shall be subject to the prior written acceptance and approval of the Authority's General Manager or designated representative.
- C. Recent changes in State law expand the definitions of work, including testing and survey work, for which prevailing wages may need to be paid on construction projects paid for with public funds. It is the Consultant's responsibility to inform itself of, and to comply at its sole expense with, all State law requirements governing the payment of prevailing wages.

8. Responsibility of Authority

To the extent appropriate to the project contemplated by this agreement, Authority shall:

- A. Assist Consultant by placing at his disposal all available information pertinent to the project, including but not limited to, previous reports, and any other data relative to the project. Nothing contained herein shall obligate Authority to incur any expense in connection with completion of studies or acquisition of information not otherwise in the possession of Authority.
- B. Make provisions for Consultant to enter upon public and private property as required by Consultant to perform his services.
- C. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of Consultant.
- D. The Chief Administrative Officer or authorized designee shall act as Authority's representative with respect to the work to be performed under this agreement. Such person shall have the complete authority to transmit instructions, receive information, interpret, and define Authority's policies and decisions with respect to the materials, equipment, elements, and systems pertinent to Consultant's services. Authority may unilaterally change its representative upon notice to the Consultant.
- E. Give prompt written notice to Consultant whenever Authority observes or

otherwise becomes aware of any defect in the project.

- F. Furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

9. Acceptance of Work Not a Release

Acceptance by the Authority of the work performed under this agreement does not operate as a release of Consultant from professional responsibility for the work performed.

10. Indemnification and Hold Harmless

Contractor shall indemnify and hold harmless and defend Authority, its directors, officers, employees, or authorized volunteers, and each of them from and against:

- a. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever for, but not limited to, injury to or death of any person including the Authority and/or Contractor, or any directors, officers, employees, or authorized volunteers of the Authority or Contractor, and damages to or destruction of property of any person, including but not limited to, the Authority and/or Contractor or their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, to the extent caused by the negligence, recklessness and willful misconduct of the Consultant, its employees or subcontractors, and except the negligence or willful misconduct or active negligence of the Authority or its directors, officers, employees, or authorized volunteers;
- b. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor;
- c. Any and all losses, expenses, damages (including damages to the work itself), reimbursement of reasonable attorneys' fees, and other costs, which any of them may incur to the extent caused by the negligent failure of Contractor to faithfully perform the work and all of the Contractor's obligations under the Contract.

With regard to any claim alleging Contractor's negligent performance of professional services, Contractor's defense obligation under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of its actual indemnity obligation hereunder.

Contractor shall pay and satisfy any judgment, award, or decree that may be rendered against the Authority or its directors, officers, employees, or authorized volunteers, in any such suit, action or other legal proceeding that relates to indemnified acts to the extent of Contractor's responsibility therefor, and to the extent they are not covered by Contractor's insurance.

11. Insurance

A. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 or equivalent form covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 or equivalent form covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate per project site.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Authority, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability

coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage (except professional liability) shall be primary insurance as respects the Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Authority and its indemnified parties. All policies referenced herein shall include primary and non-contributory coverage in favor of SVSWA, either within the policy form or via endorsement."

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the Authority. All insurance companies affording coverage shall issue an endorsement to their policy; committing them to provide thirty (30) days written notice by mail to the Salinas Valley Solid Waste Authority should the policy be canceled before the expiration date, or ten (10) days for cancellation for non-payment of premium. .

Waiver of Subrogation

Consultant hereby grants to Authority a waiver of any right to subrogation which any insurer of said Consultant (except the professional liability insurer) may acquire against the Authority by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Authority has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Consultant shall be solely responsible for any and all deductibles and self-insured retentions.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VI, unless otherwise acceptable to the Authority.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract

effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish the Authority with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. A statement on the insurance certificate which states that the insurance company will endeavor to notify the certificate holder, "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" does not satisfy the requirements of herein. The Consultant shall ensure that the above-quoted language is stricken from the certificate by the authorized representative of the insurance company. The insurance certificate shall also state the limits of coverage required hereunder.

Consultant shall provide substitute certificate of insurance no later than ten (10) days after to the policy expiration date. Failure by the Consultant to provide such a substitution and extend the policy expiration date shall be considered default by Consultant.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Maintenance of insurance by the Consultant as specified in the agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatever and the Consultant may carry, at its own expense, such additional insurance as it deems necessary.

The insurer (except the professional liability carrier) shall waive all rights of subrogation against the Authority, its directors, officers, employees, or authorized volunteers.

12. Access to Records

Consultant shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials including but not limited to calculation and survey notes relating to work performed for Authority under this agreement on file for at least three (3) years following the date of final payment to Consultant by Authority. Any duly authorized representative(s) of Authority shall have access to such records for the purpose of inspection, audit, and copying at reasonable times during Consultant's usual and customary business hours. Consultant shall provide proper facilities to Authority's representative(s) for such access and inspection.

13. Assignment

It is recognized by the parties hereto that a substantial inducement to Authority for entering into this agreement was, and is, the professional reputation and competence of Consultant. This agreement is personal to Consultant and shall not be assigned by it without the prior express written approval of Authority. If the Consultant is a corporation or other business entity, a change of control (meaning a transfer of more than 20% of the voting stock or equity interest in the entity) shall constitute an assignment requiring the Authority's prior consent.

Authority may assign this agreement, and its assignee shall have all of the rights, and be subject to all of the obligations, of Authority hereunder, and whenever an officer of Authority is referred to in this agreement, then the representative of the assignor exercising similar duties shall be deemed to be the person referred to.

14. Changes to Scope of Work

Authority may at any time and, upon a minimum of ten (10) days written notice, seek to modify the scope of basic services to be provided under this agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify Authority in writing. The rate of compensation shall be based upon the hourly rates shown in Exhibit "A" of this agreement. Upon agreement between Authority and Consultant as to the extent of said impacts to time and compensation, an amendment to this agreement shall be prepared describing such changes.

Execution of the amendment by Authority and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

15. Compliance with Laws, Rules, and Regulations

Services performed by Consultant pursuant to this agreement shall be performed in accordance and full compliance with all applicable federal, state, and local laws and any rules or regulations promulgated thereunder.

16. Licenses

If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its employees, agents, or subcontractors by federal or state law, Consultant warrants that such license has been obtained, is valid and in good standing, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

17. Fiscal Considerations

The parties to this Agreement recognize and acknowledge that Authority is a political subdivision of the entities which it represents. As such, Authority is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of Authority business, Authority will adopt a proposed budget for a given fiscal year.

In addition to the above, should the Authority during the course of a given year for financial reasons reduce, or order a reduction, in the budget for which services were agreed to be performed, pursuant to this paragraph in the sole discretion of the Authority, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

18. Interest of Public Official

No official or employee of Authority who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of Authority have any interest, direct or indirect, in this Agreement or the proceeds thereof.

19. Withholding (Form 730)

In accordance with changes in Internal Revenue Law, OASDI (Old Age, Survivors, & Disability Insurance) and income taxes may be withheld from any payments made to Consultant under the terms of this Agreement if Consultant is determined by the Authority not to be an independent contractor.

20. California Residency (Form 590)

All independent Consultants providing services to the Authority must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Consultant will be required to submit a Form 590 prior to execution of this agreement or Authority shall withhold seven (7) percent of each payment made to the Consultant during the term of this agreement. This requirement applies to any agreement/contract exceeding \$600.00.

21. Tax Payer Identification Number (Form W-9)

All independent Consultants or Corporations providing services to the Authority must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

22. Independent Contractor

It is expressly understood and agreed by both parties that Consultant, while engaged in carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and not an employee of the Authority. Consultant expressly warrants not to represent, at any time or in any manner, that Consultant is an employee, agent, or servant of the Authority.

23. Exhibits Incorporated

All exhibits referred to in this agreement and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between any of the terms of the agreement and any of the terms of any exhibit to the agreement, the terms of the agreement shall control the respective duties and liabilities of the parties.

24. Integration and Amendment

This agreement represents the entire understanding of Authority and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or affect with respect to those matters contained herein. No prior oral or written understanding shall be of any force or affect with respect to those matters covered in it. This agreement may not be modified or altered except by amendment in writing signed by both parties.

25. Jurisdiction

This agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this agreement shall be in the State of California in the County of Monterey.

26. Severability

If any part of this agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void in so far as it is in conflict with said laws, but the remainder of the agreement shall continue to be in full force and effect.

27. Notice to Proceed; Progress; Completion

Upon execution of this agreement by both parties, Authority shall give Consultant written notice to proceed with this work. Such notice may authorize Consultant to render all of the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, Authority shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant shall

diligently proceed with the work authorized and complete it within the agreed time period specified in said notice.

28. Ownership of Documents

Title to all documents, drawings, specifications, data, reports, summaries, correspondence, photographs, computer software, video and audio tapes, and any other materials with respect to work performed under this agreement shall vest with Authority at such time as Authority has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared. Authority agrees to hold harmless and indemnify the Consultant against all damages, claims, lawsuits, and losses of any kind including defense costs arising out of any use of said documents, drawings, and/or specifications on any other project without written authorization of the Consultant.

29. Subcontractors

Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the work to be performed under this agreement. Consultant shall be responsible to Authority for the actions of persons and firms performing subcontract work. The subcontracting of work by Consultant shall not relieve Consultant, in any manner, of the obligations and requirements imposed upon Consultant by this agreement. All subcontractors shall comply with the insurance requirements in Section 11 as if they were the Consultant.

30. Dispute Resolution

A. MEDIATION

In the event of any dispute, claim, or controversy among the parties arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, the parties shall submit the dispute to the Judicial Arbitration and Mediation Service (JAMS) for non-binding mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The mediation shall take place in Salinas, California. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are and shall be, confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within 30 days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), either party may submit the dispute, claim or controversy to binding

arbitration as provided in this Agreement, or litigation, as the parties agree. The mediation may continue, if the parties so agree, after the appointment of the arbitrators. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that mediation is pending.

B. ARBITRATION

Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration in Salinas, California before three arbitrators. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The provisions of California Code of Civil Procedure, section 1283.05, as well as any amendments or revisions thereto, are incorporated into this agreement. Depositions may be taken and discovery may be obtained in any arbitration under this agreement in accordance with said statute or any amendment thereto. Judgment on the arbitrator's award may be entered in any court having jurisdiction. This clause shall not preclude any of the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. This arbitration clause is subject to the limitation in subsection C below.

C. CLAIMS AGAINST THE AUTHORITY; STATUTE OF LIMITATIONS

Any claims for relief against the Authority shall be subject to the claims requirements of Government Code Section 905 et seq. and the Authority's Ordinance Code Article 3.04 and must be submitted to arbitration or litigation within the applicable statutes of limitations governing civil actions in California, or will otherwise be barred. The arbitrators shall be without jurisdiction to hear or determine claims barred by the statute of limitations. This provision shall be enforced by the Superior Court of Monterey County or any other court of competent jurisdiction.

31. Termination

- A. In the event that it is determined by the Authority to terminate this agreement, the Authority:
1. Shall give Consultant written notice that in the Authority's opinion the conduct of the Consultant is such that the interests of the Authority may be impaired or prejudiced, or
 2. Upon written notice to Consultant, may for any reason whatsoever, terminate this agreement.

- B. Upon termination, Consultant shall be entitled to payment of such amount as fairly compensates Consultant for all work satisfactorily performed up to the date of termination based upon the per ton rate shown in Section 3 "Compensation," except that:
1. In the event of termination by the Authority for Consultant's default, Authority shall deduct from the amount due Consultant the total amount of additional expenses incurred by Authority as a result of such default. Such deduction from amounts due Consultant are made to compensate Authority for its actual additional cost incurred in securing satisfactory performance of the terms of this agreement, including but not limited to, costs of engaging other consultants for such purposes. In the event that such additional expenses shall exceed amounts otherwise due and payable to Consultant hereunder, Consultant shall pay Authority the full amount of such expense, but only to the extent caused by its negligence. In the event that this agreement is terminated by Authority for any reason, Consultant shall:
 - (a) Upon receipt of written notice of such termination promptly cease all services on this project, unless otherwise directed by Authority; and
 - (b) Deliver to Authority all documents, data, reports, summaries, correspondence, photographs, computer software, video, and audiotapes, and any other materials provided to Consultant or prepared by or for Consultant or the Authority in connection with this agreement. Such material is to be delivered to Authority whether in completed form or in process; however, notwithstanding the provisions of Section 23 herein, Authority may condition payment for services rendered to the date of termination upon Consultant's delivery to the Authority of such material.
- C. In the event that this agreement is terminated by Authority for any reason, Authority is hereby expressly permitted to assume this project and complete it by any means, including but not limited to, an agreement with another party.
- D. The rights and remedy of the Authority provided by under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this agreement.
- E. Consultant may terminate this Agreement upon 30 days' notice in the event of non-payment or other material breach by Authority.

32. Audit and Examination of Accounts

- A. Consultant shall keep and will cause any assignee or subcontractor under this agreement to keep accurate books of record in account, in

accordance with sound accounting principles, which records pertain to services to be performed under this agreement.

- B. Any audit conducted of books and records and accounts shall be in accordance with generally accepted professional standards and guidelines for auditing.
- C. Consultant hereby agrees to disclose and make available any and all information, reports, or books of records or accounts pertaining to this agreement to Authority and any local, State or Federal government that provides support funding for this project.
- D. Consultant hereby agrees to include the requirements of subsection (B) above in any and all contracts with assignees or consultants under his agreement.
- E. All records provided for in this section are to be maintained and made available throughout the performance of this agreement and for a period of not less than three (3) years after full completion of services hereunder, except that any and all such records which pertain to actual disputes, litigation, appeals, or claims shall be maintained and made available for a period of not less than three (3) years after final resolution of such disputes, litigation, appeals, or claims.

33. Extent of Agreement

This agreement represents the entire integrated agreement between Authority and Consultant and supersedes all prior negotiations, representations, understandings, or agreements between the parties either written or oral.

34. Notices

- A. Written notices to the Authority hereunder shall, until further notice by Authority, be addressed to:

Via Mail
Salinas Valley Solid Waste Authority
Attn: Mr. R. Patrick Mathews,
General Manager/CAO
P.O. Box 2159
Salinas, CA 93902-2159

Hand Delivered
Salinas Valley Solid Waste Authority
Attn: Mr. R. Patrick Mathews,
General Manager/CAO
128 Sun Street Suite 101
Salinas, CA 93901

- B. Written notices to the Consultant shall, until further notice by the Consultant, be addressed to:

Vision Recycling
Tamotsu Yamamoto, General Manager
41900 Boscell Road
Fremont, CA 94538

- C. The execution of any such notices by the Chief Administrative Officer or Assistant General Manager representative of the Authority shall be effective as to Consultant as if it were by resolution or order of the Authority Board, and Consultant shall not question the authority of the Chief Administrative Officer or Assistant General Manager to execute any such notice.
- D. All such notices shall either be delivered personally to the other party's designee named above, or shall be deposited in the United States Mail, properly addressed as aforesaid, postage fully prepaid, and shall be effective the day following such deposit in the mail.

35. Nondiscrimination

During the performance of this agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years), or disability. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years), or disability.

36. Conflict of Interest

Consultant warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this agreement a violation of any applicable state, local, or federal law. Consultant further declares that, in the performance of this agreement, no subcontractor or person having such an interest shall be employed. In the event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify Authority of the existence of such conflict of interest so that Authority may determine whether to terminate this agreement. Consultant further warrants its compliance with the Political Reform Act (Government Code section 81000 et seq.) that apply to Consultant as the result of Consultant's performance of the work or services pursuant to the terms of this agreement.

37. Headings

The section headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this agreement.

38. Multiple Copies of Agreement

Multiple copies of this agreement may be executed but the parties agree that the agreement on file in the office of the Clerk of the Authority Board is the version of the agreement that shall take precedence should any differences exist among counterparts of the documents.

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement on the date first above written.

SALINAS VALLEY SOLID WASTE AUTHORITY:

APPROVED AS TO FORM:

R. Patrick Mathews
General Manager/CAO

Thomas M. Bruen
General Counsel

ATTEST:

Elia Zavala
Clerk of the Board

TWDC INDUSTRIES, INC., DBA VISION RECYCLING

Tom Del Conte, President

Attachments:

Exhibit B Scope of Services
Exhibit C Johnson Canyon Site Map
Exhibit D Sun Street Site Map

EXHIBIT B

SCOPE OF SERVICES

1. GENERAL

These standards shall govern the operation of the Organics Collection and Processing Facilities located at the Johnson Canyon Landfill and the Sun Street Transfer Station. The Contractor agrees to take delivery of and process Green Waste and Wood Waste received at the Authority's Johnson Canyon Landfill and market finish end-products for retail sale at the Sun Street Transfer Station in the quantity, of the quality, and on the terms and conditions stated herein.

The work to be done by Contractor pursuant to this Agreement shall include the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform the Services required. The enumeration of, and specification of requirements for, particular items of labor or equipment shall not relieve Contractor of the duty to furnish all others, as may be required, whether enumerated or not.

The work to be done by Contractor pursuant to this Agreement shall be accomplished in a thorough and professional manner so that the Authority's landfill and transfer station facilities are provided with efficient, reliable, courteous, and high-quality operations at all times. The enumeration of, and specification of requirements for, particular aspects of service quality shall not relieve Contractor of the duty of accomplishing all other aspects in the manner provided in this Agreement, whether such other aspects are enumerated or not.

The Contractor's operations at the landfill and/or transfer station shall comply with all Applicable Laws, regulations and ordinances, as now existing or as they may be later adopted, modified or amended, and shall further comply with all approved plans and applicable regulatory permits, including but not limited to, any applicable land use permits, Waste Discharge Requirements, Air Pollution Control Board and Solid Waste Facility Permits. In addition, Contractor shall comply with the provisions, conditions and requirements of all operating plans permit applications, and all other future permit applications, operating plans and other documents for the landfill and transfer station hereafter approved by the Authority.

2. OBLIGATIONS OF THE PARTIES

A. Authority Obligations:

1. The Authority shall provide to the Contractor exclusive right to the use of a pre-defined, mutually-agreed-upon area for stockpiling and processing of Green Waste and Wood Waste at the Johnson Canyon Sanitary Landfill and the Sun Street Transfer Station as defined as Attachments to this document.
2. The Authority agrees to direct incoming source separated Green Waste and Wood Waste entering the Sites available to the Contractor as defined and under restrictions of Section 2. The Authority has complete operational control of all facilities within the landfill/transfer station Sites and may, at its discretion, reject loads from entering the Site.
3. The Authority shall retain records documenting material entering the Sites and provide monthly totals to the Contractor, as required under Section 9, Reporting.
4. The Authority shall maintain a winter accessible access road to the drop off Sites.
5. The Authority shall assume responsibility for all clean-up, removal, disposal, fines and other related costs associated with handling hazardous materials deposited at the Sites, if it is

determined that the Contractor made all reasonable and responsible attempts to prevent such materials from being deposited at the Sites.

6. The Authority shall provide a refuse drop box at both Sites for incidental refuse or contaminants removed from Green Waste or Wood Waste in accordance with Section 6. F. and empty as necessary.

B. Contractor's Obligations:

1. The Contractor shall manage operations on Sites in a safe and diligent manner in accordance with Authority, State and Federal ordinances, rules, regulations and policies.
2. The Contractor shall provide all necessary equipment including wood chipper/grinder, screening units, and loader at its own expense, to perform Green Waste and Wood Waste processing and composting.
3. The Contractor shall furnish trained heavy equipment operators at both Authority facilities during all regular hours of public access. The Contractor shall perform load checking duties for all loads of Green Waste and Wood Waste directed to the stockpiling area and maintain representatives at both Authority facilities during all regular hours of public access to perform said duties.
4. Upon termination or expiration of the Agreement, the Authority shall remit all payments and obligations due the Contractor. The Contractor shall process and remove all accumulated Green Waste and Wood Waste, processed or unprocessed, and transfer all waste residues to local vendors and unprocessable materials to the Johnson Canyon Landfill's active dumping face at the current posted gate rate. The Contractor shall remove all operations equipment, and clean work areas to a condition acceptable to the Authority within thirty (30) days of termination or expiration of the Agreement.
5. The Contractor shall assume responsibility for all clean-up, removal, disposal, fines and other related costs associated with handling hazardous materials deposited at the Site, if the Contractor is found to be negligent in its duties to inspect and manage incoming Green Waste and Wood Waste.
6. The Contractor shall provide water for use in dust control during processing and stockpiling operations in accordance with Section 7. B.
7. The Contractor shall provide utility services in accordance with Section 7.C.

3. QUALITY

Green Waste and Wood Waste as used herein is defined as and shall consist of tree and plant trimmings, grass cuttings, dead plants, weeds, leaves, branches, clean recyclable wood waste and residue, consisting of construction wood waste, pallets, brush, cable spools, manufactured residue, green waste and residues, logs, and like materials meeting the following specifications:

- A. Green Waste and Wood Waste provided to the Contractor shall be collected at the Authority's Johnson Canyon Sanitary Landfill, 31400 Johnson Canyon Rd, Gonzales 93926. Green Waste and Wood Waste collected at the Authority's Sun Street Transfer Station, 139 Sun St, Salinas CA 93901, shall be stockpiled by the Contractor and then transported by the Authority to the Johnson Canyon Site for processing by the Contractor.
- B. The Contractor and/or their designated representative is authorized by the Authority under the terms of this Agreement to inspect and prescreen all loads of Green Waste and Wood Waste directed to the Johnson Canyon Landfill and Sun Street Transfer Station stockpiling/processing areas, hereinafter called the "Sites", and to take appropriate action as necessary

to maintain the standards. The Contractor and/or their designated representative may reject all or any portion of a load not meeting the conforming standards set herein, and redirect to the appropriate location at the Sites, but the Contractor shall make a reasonable effort to accept and process the maximum amount of Green Waste and Wood Waste diverted to the Sites. If a load is redirected the Contractor's representative on site will immediately communicate this information to the Authority's scale house cashier.

- C. The Contractor is authorized to separate and clean incoming loads from franchised haulers which have been contaminated with non-processable material on the following levels:

Level 0 – Minimal	Route truck: Less than 2 yards of contamination Transfer truck: Less than 7 yards of contamination
Level 1 – Modest	Route truck: 2 to 4 yards of contamination Transfer truck: 7 to 9 yards of contamination
Level 2 – Moderate	Route truck: 4.1 to 6 yards of contamination Transfer truck: 9.1 to 11 yards of contamination
Level 3 – Excessive	Route truck: Greater than 6 yards of contamination Transfer truck: Greater than 11 yards of contamination

Contractor shall invoice Authority for each occurrence including photo documentation of each load at the rates identified in Section 3 of the Agreement.

- D. The Contractor is authorized to salvage organic materials (such as wood pallets) from the Construction and Demolition pile, adjacent to the processing areas at the Sites, as part of processing Wood Waste and marketing end-products, in accordance with Section 2.
- E. For the purpose of optimizing marketability and providing Authority specified market end-products the Contractor shall at all times segregate and separate stockpiles of Green Waste and Wood Waste into two grades consisting of:
- Green Waste, Green Waste, brush and small dimensional tree materials.
 - Dimensional lumber, pallets, construction debris, large dimension logs and plywood.
- F. The Authority agrees to transfer each of the stockpiles separately from the Sun Street Transfer Station to the Johnson Canyon Landfill.
- G. The Contractor shall retail finished end-products for residential and landscaping purposes including wood chips, compost, mulch (natural or colored), and soil amendments at the Sun Street Transfer Station, 139 Sun St, Salinas, CA.
- H. At such time as the Authority's permit allows, and in addition to the Green Waste and Wood Waste processing the Contractor shall also receive and process Food Waste as used herein is defined as all source separated originally acquired for animal or human consumption included but not limited to: vegetable waste, fruit waste, grain waste, dairy waste, meat or fish waste; and non-recyclable paper.

The Contractor shall process the Food Waste in accordance with the Authority's composting permit requirements.

The Contractor may send clean, source separated food waste to an off-site local composter that is permitted to process such a feedstock at no cost to the Authority.

4. QUANTITY

The Contractor shall take delivery of all Green Waste and Wood Waste diverted from disposal at the Johnson Canyon Landfill, Sun Street and Jolon Road Transfer Stations during the term of this Agreement.

The Contractor shall market and retail all end-products to consumers of the Authority's jurisdiction area. The consumers include, but not limited to: local composters, landscapers, commercial developers, government agencies, and citizens. Only left-over end-product materials or materials without local markets can be marketed outside the Authority's service area.

5. PROCESSING/STOCKPILING SITE AND ACCESS

- A. The Johnson Canyon Organic Processing area was designed with a minimum of 6" of Class II baserock. The area is graded to drain to a channel south of the site along the perimeter access road. As a requirement of the landfill's operational permits the integrity of the Site shall not be compromised by this operation in any manner. Drainage grades from the stockpiling/processing area shall be maintained at all times and no ponding of water can occur anywhere within organics processing pad.

The Sun Street Site has been designed as a 400 ton per day transfer station. An area to the right of the entrance on the Site is for staging of the retail area to sell finished end-product to public. As a requirement of the transfer station permits the integrity of the Site shall not be compromised by this operation in any manner.

No vehicular traffic or stockpiling of processed or unprocessed Green Waste and Wood Waste shall occur outside of the prepared Sites. It will be the Contractor's responsibility to maintain operations occurring at the Sites in accordance with the provisions of this Agreement and any and all Federal, State, Local or operationally mandated requirements or regulations in effect during the term of this Agreement.

- B. A perimeter access road encircling the stockpiling/processing area, 15 foot minimum width, shall be maintained by the Contractor for emergency vehicle, transfer truck and other vehicular return routing to the main access roads. These roads shall not exceed the boundaries of the prepared area. The main public access road shall be maintained at a minimum width of 30 feet to facilitate ingress and egress for offloading Green Waste and Wood Waste by the public in the stockpiling areas. Convenient public access and two-way traffic flow shall be maintained on the main access roads at all times the Sites are receiving Wood Waste. The Authority shall be responsible for providing road dust control on all access and perimeter roads.
- C. The Contractor shall install a temporary 6 foot high, fine mesh litter fence along the inside of the perimeter access roads adjacent to each Site and in any other areas as directed by the Authority requiring additional litter control for each Site. All litter fences shall be cleared of debris on a daily basis.
- D. Once per quarter, Contractor will access neighboring property immediately south of the landfill, with permission, to remove accumulated litter.

6. STOCKPILING AND MAXIMUM ACCUMULATION OF GREEN WASTE AND WOOD WASTE

- A. The Johnson Canyon Site, as defined in Exhibit "C", shall consist of a designated processing area and up to four (4) stockpiles not to exceed 100 feet in length, 40 feet in width, and 12 feet in height each. Each stockpile shall be separated by a minimum 15 foot wide fire break. Stockpiles of processed and unprocessed Green Waste and Wood Waste shall be arranged in such a way as to provide a minimum offset of 100 feet at all times between the active public drop off area and processing operations.
- B. The Sun Street Site, as defined in Exhibit "D", shall consist of a designated bunker area for the retail sale of end-product adjacent to the designated area of unprocessed Green Waste and Wood Waste. Each stockpile of end-products shall not exceed the Materials Recovery Center wall height and shall be fully contained in the bunker. Each stockpile shall be

separated in the designated individual bunker space. Stockpiles of end-product shall be arranged in such a way as to provide a minimum offset of 50 feet at all times between the active public drop off area for Green Waste and Wood Waste and other processing operations.

- C. The Contractor shall provide a full time spotter at both Sites during all Landfill and Transfer Station operational hours to inspect and manage the stockpiling operations, as provided for under Section 2.C. above, at no additional cost to the Authority. The Contractor shall provide the spotters and the Landfill and Transfer Station gatehouses with two way radios for the purpose of Green Waste and Wood Waste quality control, at no additional cost to the Authority.
- D. The Contractor may install a small office trailer/portable building and portable restrooms for staff use only at both sites.
- E. The Contractor shall provide a loader or other acceptable equipment and a trained operator at the Johnson Canyon Site as needed for the processing operation, at no cost to the Authority. The Contractor shall provide for and perform all operation and maintenance of Contractor's onsite equipment.
- F. The Authority shall arrange and provide for refuse drop boxes for use by the Contractor to remove incidental refuse and contaminants, as defined under Section 2 above, during processing, at no cost to the Contractor. These boxes shall be provided for the Contractor's use only and it shall be the Contractor's responsibility to minimize acceptance of heavily contaminated loads and to deter the public from using the drop boxes for disposal purposes. The Authority shall be responsible for maintenance and transfer of drop boxes when boxes are full. The Authority shall waive disposal fees for contaminants removed by the Contractor up to 5% of total incoming Green Waste and Wood Waste weight.
- G. The Contractor shall make all reasonable efforts to process all Green Waste and Wood Waste stockpiled on the Sites. If after the Contractor's best efforts Green Waste and Wood Waste and/or processing by-products remain that cannot be economically processed to meet specifications and quality criteria contained in Section 2 or alternatively marketed, the Contractor shall immediately notify the Authority and, upon Authority's written approval, may arrange for transport of the unacceptable Green Waste and Wood Waste and/or processing by-products to the Authority's Johnson Canyon Landfill active face at no cost to Authority. The Contractor shall pay all disposal fees for said materials at the posted gate rate. It shall be the sole responsibility of the Contractor to minimize acceptance of contaminated Green Waste and Wood Waste and to process and manage the Sites in a manner which maximizes marketability and prevents contamination of otherwise acceptable Green Waste and Wood Waste.

7. PROCESSING, GENERAL CONDITIONS

- A. Processing of Green Waste and Wood Waste at the Johnson Canyon Site shall only be permitted Monday through Friday, between the hours of 7:00 a.m. and 4:00 p.m. and Saturday through Sunday, between the hours of 8:00 a.m. and 4:00 p.m. Marketing and managing of Green Waste and Wood Waste at the Sun Street Site shall only be permitted Monday through Saturday 8:00 a.m. and 5:00 p.m. The Sites will be closed five (5) days each year in observance of the following four (4) holidays; New Year's Day, Easter, Independence Day (July 4), Thanksgiving Day, and Christmas Day. Extensions in daily hours of operation or operation on holidays may only be granted upon written approval of the Authority. The Contractor shall be permitted access for equipment maintenance from 6:30 a.m. to 6:30 p.m. and only during daylight hours. Absolutely no heavy equipment operation or excessive noise shall occur before or after the prescribed processing hours. Should the facility days or hours change, the Contractor will be notified and site access may be amended accordingly.

- B. Water is not available to the Contractor at the Johnson Canyon Site. The Contractor shall be responsible to provide water for the purpose of processing dust control as required by the local Air District. It shall be the Contractor's responsibility to provide adequately sized storage tanks for dust control water.
- C. Utility services are not available to the Contractor at the Johnson Canyon Site. The Contractor shall be responsible for establishing and paying for any utility services needed for Contractor's operations on the Site.
- D. The Contractor shall be allowed reasonable space to store processing equipment needed for operations on the Site at all times during the term of the Agreement. Security for the Contractor's equipment will be the Contractor's sole responsibility.
- E. The Contractor may install above ground double contained temporary fuel tanks or trailers for its own use. Other fuels, oils, fluids or waste products may be temporarily stored on site in a secondarily contained and secured area, not to exceed six (6) 55 gallon drums. The Contractor shall be responsible for obtaining all necessary permits, licenses and documentation relevant to said fuel tank/trailer and other fluids storage. All hazardous materials and/or fluid spills resulting from any operation and/or maintenance of the Contractor's equipment or vehicles shall be the sole responsibility of the Contractor including, but not limited to fines, clean-up, and disposal of clean-up wastes.
- F. The Contractor shall be responsible for obtaining operational permits from the local Air District for all processing equipment, at no cost to the Authority. All other equipment or operations pertaining to these Green Waste and Wood Waste Processing Service Standards requiring permits, authorizations or approvals during the term of the Agreement shall also be the sole responsibility of the Contractor, unless the permits, authorizations or approvals are mandated under the Authority's Operating Permits or Waste Discharge Orders. The Authority requires copies of all current permits on July 1st of each year this agreement is effective.
- G. The entire Contractor's work performed on the Sites shall be by properly qualified and trained employees. Work performed shall be in compliance with all applicable Federal, State and Local regulations in existence during the term of this Agreement including, but not limited to:
 - i. Conformance with all operating provisions of Authority's Operating Permits, Discharge Orders and other regulatory permits and authorizations; and
 - ii. Conformance with all applicable local Air District rules, regulations and permit requirements.
 - iii. Should any local, state or federal law require the Contractor to provide permits or plans independent of those for the Landfill or Transfer Station Sites, or to supplement the Authority's regulatory requirements, Contractor will provide the document(s) no later than sixty (60) days after requested by the Authority. These documents may include, but are not limited to, a Business Response Plan, Spill Prevention Control Measures, Storm Water Pollution Prevention Program, Report of Compost Site Information, and Odor Mitigation Plan.
- H. All the Contractor's employees and sub-contractors shall be required to wear appropriate safety equipment at all times while operating on Site. The minimum required equipment shall be: steel toed and shanked safety shoes, orange or yellow safety vest, ANSI approved hard hat, safety glasses and heavy duty gloves.

- I. The Contractor shall ensure that best management practices are used to minimize employee and public exposure to *Aspergillus Fumigatus* and other bioaerosols produced by the processing operation, to include, but not be limited to: 1) a general health examination given prior to employing individuals and annual follow-up health examination to screen for susceptible individuals; 2) dust masks for workers potentially exposed to high concentrations of dust of fungal spores; 3) equipment operating in high dust areas fitted with air filtering systems; 4) unpaved areas sprayed with water or the use of other dust suppression agents to minimize dust; 5) use of misting when needed to minimize dust when grinding or screening excessively dry material; 6) health fact sheet or manual covering various health aspects dealing with handling of waste and good hygienic practices; and 7) training session on occupational health and safety in relation to the processing operation.

8. DELIVERY

The Contractor shall arrange for transport of processed Green Waste and Wood Waste at no cost to the Authority. The Contractor shall provide the Authority with proof of insurance from all trucking firms involved in the transport of the Contractor's processed Green Waste and Wood Waste, or shall itself carry such sub-contractor insurance. The Contractor agrees that if a load of processed Green Waste and Wood Waste is rejected as unacceptable by the end user the Contractor shall locate other markets for the processed Green Waste and Wood Waste. Landfilling or use of Green Waste and Wood Waste for Alternative Daily Cover shall be prohibited unless prior written authorization is granted by the Authority. In the event that landfilling is the only viable option, landfilling shall occur at the Authority's Designated Disposal Facility at the then current disposal rates unless otherwise authorized by the Authority.

The Contractor shall be responsible for locating and contracting with local vendors to manage residual wastes, fines, or overs that result from the initial and/or final grinding and screening of the Green Waste and Wood Waste. Landfilling or use of residuals as Alternative Daily Cover is prohibited.

The Authority shall provide one-way, back-haul transportation of end-product materials from Johnson Canyon Site to the Sun Street Site's retail area at no cost to the Contractor. The Contractor shall be responsible for loading and unloading of the materials at each Site.

9. WEIGHTS AND REPORTING

All reporting weights shall be the result of scale tickets produced by the Authority's scales and will be determined in U.S. pounds for individual loads by weighing the loaded truck/truck-trailer or equipment and deducting the tare weight. The resulting weight divided by two thousand (2,000) shall determine the number of tons delivered.

- A. The Authority will provide the following reports based on a calendar month, no later than the 15th of the following month:
 - i. Total of all Green Waste, Wood Waste and salvaged construction and demolition materials separated by the Contractor, received at the Sun Street site delivered to the Johnson Canyon Landfill processing area by the Authority based on the Johnson Canyon scale net weight per truck.
 - ii. Total of all Green Waste and Wood Waste received at the Johnson Canyon Landfill, not delivered by the Authority, based on the incoming scale net weight per vehicle.
 - iii. Total of all construction and demolition material received at the Johnson Canyon Landfill salvaged on the Site by the Contractor based on scale net weight per load.

- B. The Contractor shall keep a record of all deliveries by date, load, weight and destination. Contractor shall forward to the Authority a monthly statement setting forth the net delivered weight of all processed material separated by type of product and destination, as follows: biomass fuel, compost feedstock, mulch, soil amendment, recycled wood, erosion control product and any other end use.

The Authority and Contractor scale records shall be compared on a monthly basis with the submittal of the Contractor's monthly statement.

- C. Contractor will provide temperature logs on a weekly basis to designated Authority personnel.

10. ADDITIONAL SERVICES

DIVERSION SERVICES

The Contractor shall assist self-haul customers at both Sites by directing them to the Material Recovery Centers (MRC) or other appropriate locations for source separation of the following common recyclable items:

- Mix Paper
- Cardboard
- Metal
- Electronic and universal waste
- Plastics
- Glass
- Mattresses
- Anti-freeze, oil and paint
- Household hazardous waste
- Construction and demolition material

The Contractor shall be responsible for load checking and diverting those loads brought to the Green Waste and Wood Waste stockpile and process areas that contain any of the materials listed above to the MRC or appropriate locations at no cost to the Authority.

The Authority or designee, shall be responsible for staffing the MRC areas, emptying and replacing the drop boxes, marketing the non-organic recycling materials, and earn the revenue generated from the sale of those materials.

11. SITE CONTROL

The Authority's General Manager or his/her designated representative, as the responsible agent for administration and operation of the Johnson Canyon Sanitary Landfill and Sun Street Transfer Station, shall have complete authority to modify operating procedures of the Contractor at the Sites as it pertains to the efficient operation and safety of the Sites. The decision of the Authority shall be the final decision in any matter of dispute.

12. PERFORMANCE REVIEW

The Authority, at its sole discretion, may require up to two times a "Performance Review" of the Contractor during the Term of the Agreement and optional additional extensions. The Performance Review shall be conducted as set forth below.

The Performance Review shall:

1. Be performed by a qualified firm under contract to the Authority. The qualified firm shall be selected by the Authority with input from the Contractor.
2. The costs to the Authority of the Performance Review shall be reimbursed by the Contractor, provided that such reimbursement shall not exceed \$5,000 per review. However, if the Performance Review finds a material breach or default in the Contractor's performance, the Contractor shall in a timely manner reimburse the Authority the total cost of the Performance Review.
3. Address all appropriate areas which may include, but are not limited to, the following areas and shall provide specific recommendations, as appropriate, for improvement in each area, namely:
 - i. Compliance with the terms of this Agreement and Applicable Laws.
 - ii. Overall organizational structure and management systems and procedures.
 - iii. Efficiency of material processing operations.
 - iv. Staffing practices, including the deployment of management and supervisory personnel.
 - v. Financial management practices, including the Contractor's billing and collection system.
 - vi. Employee job and safety training, and management of Hazardous Waste.
 - vii. Procedures for receiving and resolving nuisance complaints registered by the public.
 - viii. Procedures for the acquisition, maintenance, safety check, and replacement of equipment.
 - ix. Utilization and management of facilities, equipment and personnel.

The Contractor shall cooperate fully with the Performance Review, and provide within thirty (30) days of request, all operational, financial and other information deemed reasonable or convenient by Authority or the firm selected by the Authority for purposes of conducting the Performance Review. The Contractor's failure to cooperate or provide all requested information shall be considered an event of Default of this Agreement.

13. LIQUIDATED DAMAGES

- A. General. The Parties find that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by the Authority as a result of a breach by Contractor of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) damages and penalties may result to the Authority, its member agencies, and members of the public who are denied recycling services or denied quality or reliable service or where Authority permits are violated; (ii) such breaches may cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to the Authority, its member agencies, and individual members of the general

public for whose benefit this Agreement exists, which are incapable of measurement in precise monetary terms; (iii) the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and (iv) the termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the Authority, its member agencies and the public whole for past breaches.

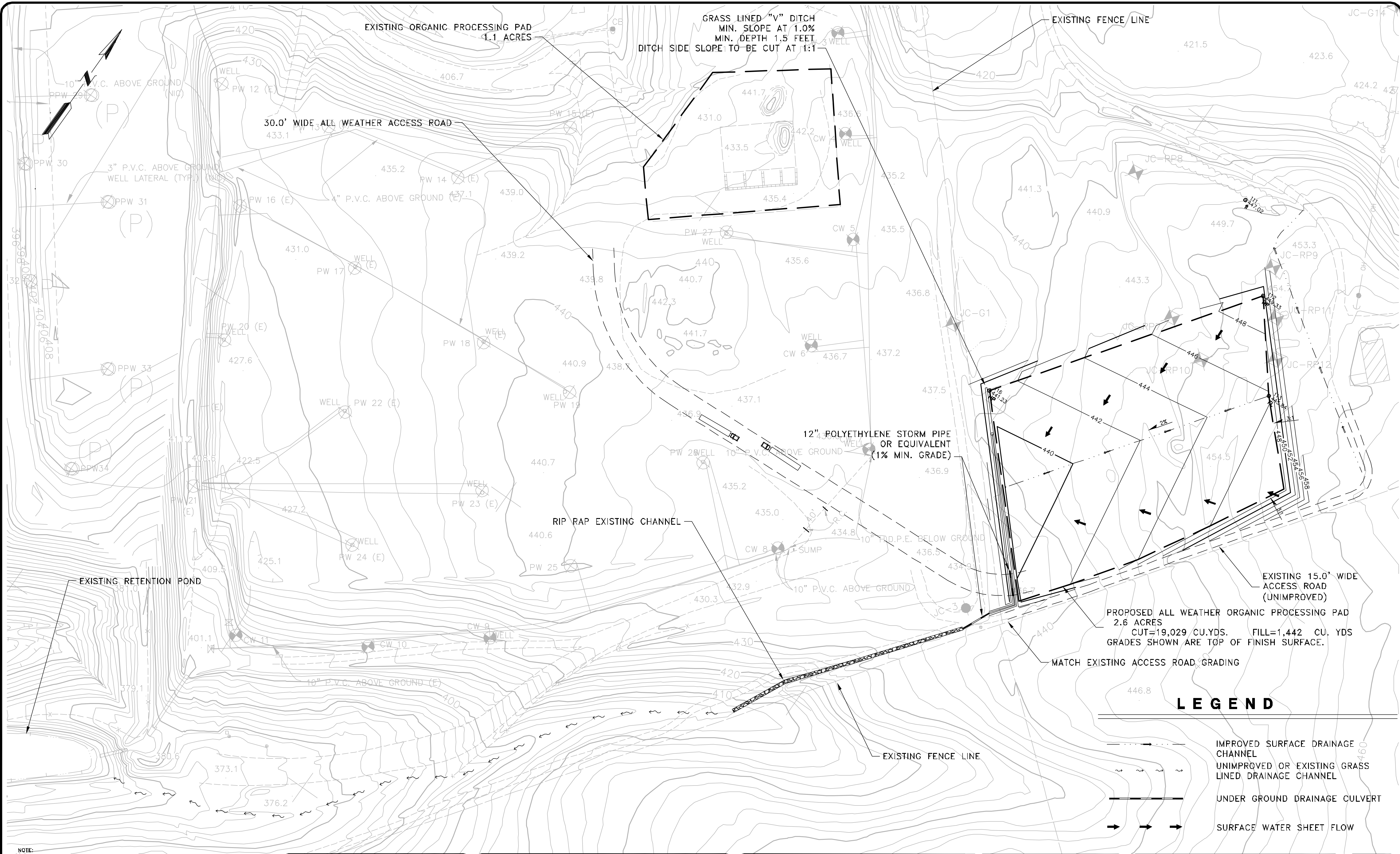
- B. Service Performance Standards; Liquidated Damages for Failure to Meet Standards. The Parties further acknowledge that consistent, reliable service is of utmost importance to the Authority and the Authority has considered and relied on Contractor's representations as to its quality of service commitment in awarding the Agreement to it. The Parties recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The Parties further recognize that if Contractor fails to achieve the performance standards, or fails to submit required documents in a timely manner, Authority, its member agencies, and members of the public will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages which the Authority and its member agencies will suffer. Therefore, without prejudice to the Authority's right to treat such non-performance as an event of default under this Agreement, the Parties agree that the Liquidated Damages amounts established herein represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the Effective Date of this Agreement, including the relationship of the sums to the range of harm to the Authority, its member agencies and the public that reasonably could be anticipated and that proof of actual damages would be costly or impractical.

The Authority may determine the occurrence of events giving rise to Liquidated Damages through the observation of its own employees or third parties.

Before assessing Liquidated Damages, the Authority shall give Contractor written notice of Contractor's alleged breach of this Agreement for which Liquidated Damages might be assessed by the Authority and a reasonable opportunity to cure said breach, in not less than three calendar days, before Contractor's breach may become eligible for the imposition of Liquidated Damages. The notice will include a brief description of the incident(s) and non-performance.

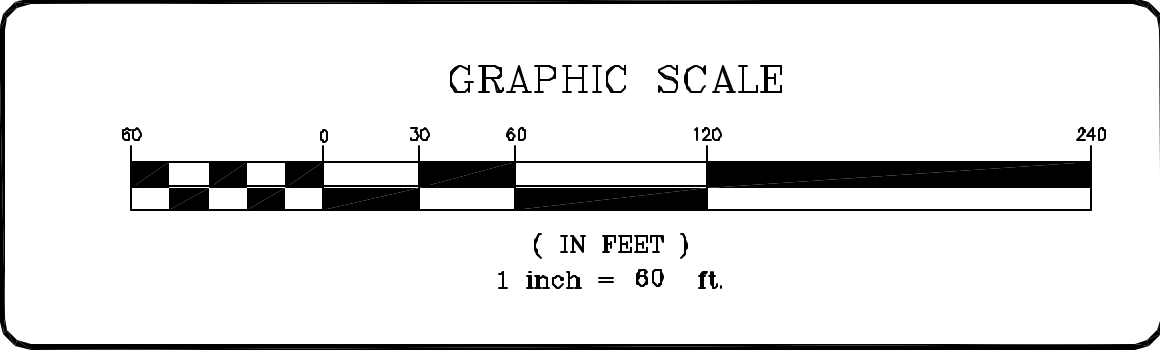
Upon written notice to the Contractor, the Authority may impose the following liquidated damages upon the Contractor, in addition to any other available remedies the Authority may have.

1. Failure to maintain permit or regulatory compliance of all applicable and required State and local permits: \$100.00 per day or the fee imposed by the regulatory agency, whichever is higher.
2. Failure to monitor and document required temperature of materials: \$100 per occurrence; each additional 24-hour working day period: \$100.00.
3. Failure to move or dispose of material within seven (7) days of the material reaching 122 degrees Fahrenheit: \$100.00 per occurrence; each additional 24-hour working day period: \$100.00.
4. Failure to set up litter fences and clean up litter surrounding the contractor area or as a result of Contractor's activities: \$100.00 per occurrence.
5. Failure to divert organics residual materials (Overs or Fines): \$100.00 per occurrence.
6. Failure to maintain or submit documents and reports as required under the terms of this Agreement after ten (10) days' notice: \$100.00 per incident per day.



NOTE:
CONTROL POINTS KNOWN AS :

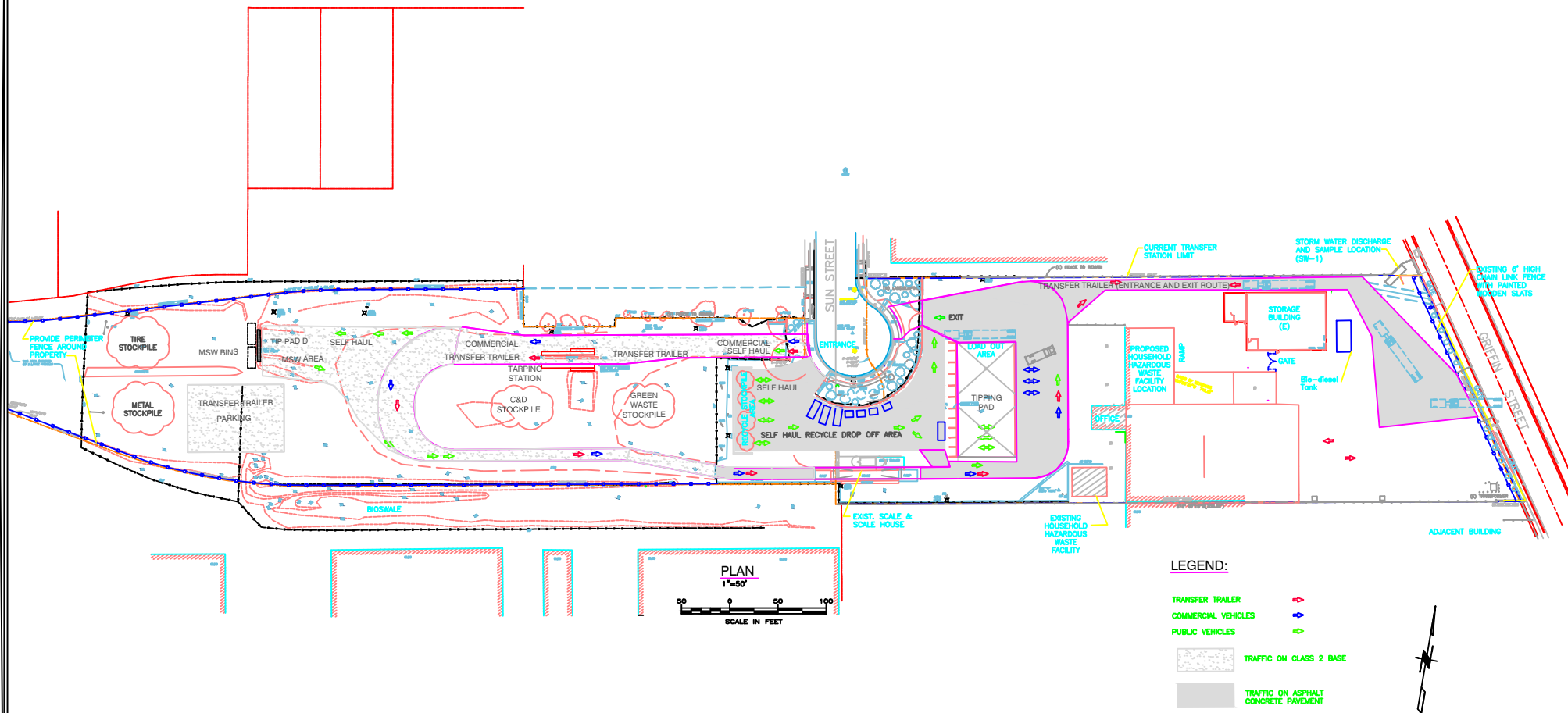
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8.2084822.610000,5850710.371000,	284.102000,CP8
103.2086627.630000,5853359.070000,	412.520000,CP103
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107.2084184.140000,5853325.290000,	371.160000,CP107



DATE: MARCH, 2005	DES/CHK: SDS/JAW
DRAWN: SDS	APPROVED: JAW
REV DATE	DESCRIPTION

NORCAL
JOHNSON CANYON LANDFILL
GONZALES, CALIFORNIA
ORGANIC PROCESSING PAD
PHASE 1

DRAWING
1
PROJECT NO.
194-2.1



SALINAS VALLEY SOLID WASTE AUTHORITY
PO BOX 2159
SALINAS, CALIFORNIA 93902-2159
(831) 775-3000 FAX: (831) 755-1322

DESIGNED BY:

JOSE GAMBOA
SWM

DATE	NO.	REVISION DESCRIPTION	BY:
01/18/11	4	NEW CUP APPLICATION 2011	DM
10/28/10	3	5-YEAR REVIEW OCTOBER 2010	DM
9/28/09	2	FOR SSIS RPT SEPTEMBER 2009	DM
5/28/09	1	CUP2009-003 AMEND (TO BE WITHDRAWN)	JG
1/22/09	0	CITY LAND USE PERMIT APP (TO BE W/D)	JG



SALINAS VALLEY SOLID WASTE AUTHORITY
SUN STREET TRANSFER STATION

CONCEPTUAL SITE PLAN

DRAWN BY : DM DATE : 10/28/10
CHECKED BY : JG DATE : 10/28/10
APPROVED BY : JG DATE : 10/28/10

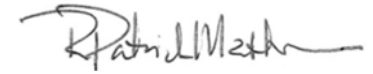
FIGURE 3

AS OF JUNE 11, 2015

SALINAS VALLEY RECYCLES
SIX-MONTH STRATEGIC OBJECTIVES
February 2, 2015 – July 15, 2015

ITEM NO. 14

Agenda Item



General Manager/CAO

A. THREE-YEAR GOAL: FUND AND IMPLEMENT 75% DIVERSION OF WASTE FROM LANDFILLS						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. At the February 19, 2015 Board meeting	Finance Director	Create five- and ten-year budget/rate projections to facilitate achieving 75% diversion, and include in all future budget documents.	X			Five year budget projections presented as part of the FY 2015-16 budget to the full board on 02-19-2015.
2. At the March 19, 2015 Board meeting	Finance Manager and Diversion Manager	Present to the SVR Board for consideration the equalization of green waste fees for all member agencies.	X			Equalization of greenwaste fees presented as part of the FY 2015-16 budget to the full board on 02-19-2015. Action delayed by board.
3. By June 30, 2015 August	Diversion Manager	Complete plans, specifications and permit applications for the Demonstration Autoclave unit at Johnson Canyon Landfill.			X	Preliminary site plan received 2-25-15. Categorical Exemption filed on 3-30-14. Status report to Board on 5-20-15. Pending input from Global Organics
4. By June 30, 2015 August	Diversion Manager, in conjunction with the Salvation Army	Open the clothing closet donation center in Gonzales			X	Pending approval of lease agreement and MOU by the Salvation Army. MOU scheduled on SVR 6/18/15 agenda.
5. By June 30, 2015	Finance Manager	In conjunction with the taking over of Johnson Canyon Landfill operations, will shift costs associated with material recovery to AB939 (recycling, education and diversion) fees.	X			Costs of AB939 services for Johnson Canyon shifted from Operations in the FY 2015-16 budget presented to the full board on 02-19-2015.

AS OF JUNE 11, 2015

B. THREE-YEAR GOAL: <i>COMPLETE DEVELOPMENT OF SALINAS AREA TRANSFER STATION AND MATERIALS RECOVERY CENTER (MRC)</i>						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. At the April 16 September 17, 2015 Board meeting	General Manager, working with the SVR Board and Waste Management	Provide an option agreement to the SVR Board for consideration for the purchase of Madison Lane Transfer Station property.			X	WM and staff have been in discussion on options. Salinas request a pause on all real estate negotiations until Regional Solid Waste Study is complete. Recommend delay to September Board mtg
2. At the April 16 September 17, 2015 Board meeting	General Manager, working with the SVR Board, City of Salinas and the County	Provide a draft MOU to the SVR Board for consideration concerning the construction of the Rossi Street extension.			X	Salinas City staff has taken lead on drafting MOU and now recommends delaying process until after Regional Solid Waste Study is completed. Recommend delay to September Board mtg
3. At the April 16 , September 17, 2015 Board meeting	General Manager, working with the SVR Board and the City of Salinas	Provide to the Board for consideration an option agreement for the sale of Sun Street acceptable to the SVR Board and City of Salinas.			X	City has direct SVR to work directly with their Alisal Market place developer. Salinas requests a pause on all real estate negotiations until Regional Solid Waste Study is complete. Recommend delay to September Board mtg
4. At the May 21, 2015 Board meeting, contingent upon completion of Objective #1,2&3	Diversion Manager	Provide the Notice of Preparation of an environmental document and Initial Study of environmental impacts to the SVR Board for consideration.			X	Date to be determined based on delay of Items 1, 2 and 3. NOP and IS are being prepared by SVR consultant and will be ready for Board action when directed to move forward
5. At the June 18, 2015 Board meeting, contingent upon completion of Objectives #1,2&3	Diversion Manager	Provide to the SVR Board for consideration the Scope of Work and Agreement with URS to prepare the environmental review documents and public scoping meetings.			X	Date to be determined based on delay of Items 1, 2 and 3. Scope of work is being prepared by SVR consultant and will be ready for Board action when directed to move forward

AS OF JUNE 11, 2015

C. THREE-YEAR GOAL: <i>UTILIZE JOLON ROAD, CRAZY HORSE AND LEWIS ROAD CLOSED LANDFILLS TO GENERATE REVENUE</i>						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. At the June 18, 2015 Board meeting	Authority Engineer and the HR/Organizational Development Manager, working with a consultant	Develop and present to the SVR Board for consideration planning document for closed landfill reuse, including proposed projects to implement.	X			Draft findings and recommendation were presented at the May 2015 board meeting. Actions to move forward with projects development were approved by Board
2. At the June 18, 2015 Board meeting	General Manager and CAO Authority Engineer, working with County staff	Evaluate Ameresco project structure to deliver electricity from Crazy Horse Landfill Gas Power Project to Monterey County under PG&E's Net Energy Metering and facilitate project discussions with County staff and present the results to the SVR Board.	X			Consideration of MOU by County Board of Supervisors is set for June 23, 2015 and consideration by SVR Board is set for June 18, 2015

AS OF JUNE 11, 2015

D. THREE-YEAR GOAL: <i>INCREASE PUBLIC ACCESS, INVOLVEMENT AND AWARENESS OF SVR ACTIVITIES</i>						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. Monthly	HR/Org Manager	Conduct customer surveys for all facilities and present the results to the SVR Board quarterly.	X			Presentation to Board at May 2015 Board meeting.
2. By April 1 May 20, 2015	HR/Org Manager	Prepare a video of the March 19, 2015 public rate hearing and make it available to the public online and through social media.	X			The public hearing date was pushed reset to May 18 th due to requested delay on budget approval by Salinas. The hearing was recorded and uploaded.
3. By May 31, June 18, 2015	Recycling Coordinator	Develop the 2015-2016 Marketing Work Plan and present to the SVR Board for consideration.	X			FY 15-16 Marketing Work Plan along with the marketing campaign Statics Measurement Plan is on the June 2015 Board Meeting agenda for approval.
4. By June 30, 2015	Recycling Coordinator	Implement a plan to measure and evaluate marketing campaigns utilizing statistics and surveys.	X			Marketing Committee has developed a process to track website and social media hits, customer calls and tonnage on monthly basis and is included with the Marketing Plan on the June 2015 Board meeting.
5. By June 30, 2015	President Silva (lead) and each Board Member	Attend at least one event and distribute information about SVR goals and activities.		X		Work in progress to schedule and collect events participation from Board members

AS OF JUNE 11, 2015

E. THREE-YEAR GOAL: <i>REDUCE COSTS AND IMPROVE SERVICES AT THE JOHNSON CANYON LANDFILL AND OTHER SVR FACILITIES</i>						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. At the June 18, 2015 Board meeting	Authority Engineer	Develop and present to the SVR Board Planning/Design Documents to relocate JCLF Leachate Tank to reduce costs.	X			Sent document to MoCo Planning for review. Status report to Board at June 2015 mtg.
2. At the June 18, 2015 Board meeting	Authority Engineer	Develop and present to the SVR Board Planning Documents to improve JCLF Flare Station.	X			Sent document to MoCo Planning for review. County ask for APCD review. Awaiting APCD review. Status report to Board at June 2015 mtg.
3. By June 30, 2015 August	Operations Manager	Exceed previous contractors' diversion percentage at Johnson Canyon Landfill with a goal of at least 2%.			X	MRC has been completed and is currently being used by all self-haul customers. MRC used for customers on Sundays. Diversion report will be generated at the end of June and presented to the Board in August 2015.
4. By June 30, 2015	Authority Engineer	Update and present a report to the SVR Board regarding SWPPP (Stormwater Pollution Prevention Plan) for all facilities.	X			In progress, expected completion by end of June 2015. Status report to Board at June 2015 mtg.
5. By July 15, 2015	Operations Manager	Complete plans for the public Materials Recovery Center at the Johnson Canyon Landfill and present to the SVR Board for consideration.	X			MRC Plans and Improvements have been completed. Presented to Board of Directors on May 20, 2015.

AS OF JUNE 11, 2015

F. THREE-YEAR GOAL: <i>PROMOTE AND MAINTAIN A HIGH PERFORMANCE, EFFICIENT AND FLEXIBLE WORKFORCE</i>						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. At the May 21, 2015 Board meeting	HR/Org Manager	Develop and implement personnel safety goals and objectives for 2015-2016 and present to the SVR Board.	X			Presentation to Board on 5/20, implementation is underway
2. By June 30, 2015 August	HR/Org Manager	Align the job classifications and establish benchmarks for compensation based on the job descriptions.			X	In process of finalizing compensation study and action recommendations. Recommendation to Board at August EC and Board meetings
3. By June 30, 2015	HR/Org Manager	Develop a career development process to incorporate with performance reviews.	X			Process sent to all managers for review and comment before roll-out.
4. By June 30, 2015, contingent upon Board approval of the 2015-16 budget	HR/Org Manager	Complete recruitment for a records clerk to assist in the development, implementation and maintenance of an agency-wide Comprehensive Records and Information Management Program.		X		Recruitments are underway and expected to be complete by end of June 2015. Hiring is anticipated after start of 15/16 fiscal year.
FUTURE: By _____	HR/Org Manager	Present to the SVR Board the overall results of performance evaluations of staff.		X		Collecting data from our HR performance evaluation system and considering structural changes to facilitate future reporting.



Report to the Board of Directors/EC

ITEM NO. 15

Finance Manager/Controller-Treasurer

General Manager/CAO

T. Bruen by pm

General Counsel

Date: June 18, 2015

From: Patrick Mathews, General Manager/CAO

Title: A Resolution Approving a Memorandum of Understanding between Salinas Valley Solid Waste Authority, County of Monterey, and Ameresco, Inc. for Development and Delivery of Renewable Energy to the County of Monterey for the Crazy Horse Landfill Gas Power Project

RECOMMENDATION

Staff recommends that the Board authorize the General Manager/CAO to execute this Memorandum of Understanding (MOU) once all parties are in agreement to the general terms and conditions.

STRATEGIC PLAN RELATIONSHIP

The recommended action helps support the 2013-2016 Strategic Plan Goal to "Utilize our Closed Landfills to Generate Revenue".

FISCAL IMPACT

Through a PG&E net metering program discussed below, this project would provide lower cost delivery of 100% renewable energy to County of Monterey (County) facilities and provide a new source of revenue to Salinas Valley Solid Waste Authority (Salinas Valley Recycles (SVR)) through the sale of SVR landfill gas to Ameresco as fuel for production of electricity.

SVR would receive landfill gas production royalties based on 12.5% of gross revenues from Ameresco electrical sales to the County and sale of renewable energy credits (RECs), estimated to be approximately \$3.5 million dollars over the 20-year project life.

Ameresco has estimated that over the 20-year life of this project, Monterey County would save approximately \$5.6 million dollars in electricity costs as compared to utility provided electricity.

Ameresco has indicated that over a 20-year period, electric utility user rates will increase by an average of 5.0% per year based on historical and future trends. The greater the annual projected increase in electric utility rates, the larger the annual savings the project will produce. While there is no guarantee on the projected increase in electric rates, market projections and historical rates support that electricity pricing has and will continue to escalate an average of 5% per year (see attached historical and projected energy escalation data). Ameresco is basing the projected cost savings for the County on a fixed 3.5% per year annual escalation of their rates as compared against PG&E's historical and

projected future increases. The attached sensitivity analysis shows the range of potential County savings using PG&E escalation rates of 4%, 5% (Ameresco's assumption) and 6%. The sensitivity analysis indicates the range of savings is from \$1.7 million (at 4% average PG&E rate escalation) to \$10.9 million (at 6% average PGE rate escalation).

This MOU is non-binding other than the liability of SVR and the County to reimburse Ameresco \$12,500 each for development expenses discussed below. Reimbursement of expenses would only occur if either SVR and/or the County were to terminate the MOU prior to executing the various binding agreements stated below and as shown on the attached "Agreement Flow chart".

DISCUSSION & ANALYSIS

One of PG&E's offerings under its Net Energy Metering Program is called "Renewable Energy Self-Generation Bill Credit Program" (RES-BCT). In summary, this program allows a government agency (but not a Joint Powers Agency) to produce electricity at one location and use it as a credit against energy use at up to 50 meters in other locations that are owned by that same government agency. This is commonly referred to a form of "virtual net metering".

In order to comply with the requirements for this program, the County must first have control of the project site, implemented through a 20-year property lease agreement with SVR for approximately 1 acre land at the Crazy Horse Landfill to accommodate the power generating facilities. The County would in turn sub-lease the property back to Ameresco to develop the project on their behalf. The County would sign a Power Purchase Agreement (PPA) with Ameresco to take the energy produced. Ameresco would pay SVR for the landfill gas used to fuel the plant in the form of a 10% share of gross electricity sales and Renewable Energy Credits created by the project. Attached is flow chart showing the various agreements that would be required and the relationship between the three parties.

Timing is critical for the success of this project. The RES-BCT program offering is limited in the amount of energy that PG&E will allow under the program. We are aware that other California agencies are interested in this offering that is capped at 105 mW of total capacity and no more than 5 mW per project. This is a first-come first-serve opportunity and neither Ameresco nor SVR can accurately project when the 105 mW of capacity will be tied up and the program will close, but time is of the essence. Currently approximately one quarter of this cap has been utilized.

In order to secure our position under the RES-BCT capacity cap, we will need to initially execute a three way partnership MOU that will allow Ameresco to proceed with application to the program and completion of interconnection engineering studies through PG&E. With this MOU, Ameresco will expend funds for the RES-BCT application, grid interconnection studies and renewal of the air quality permit. All three of these actions are required to formally validate the project and its structure prior to binding the three parties to the various agreements discussed above and outlined in the attached Agreement Flow Chart. This MOU is non-binding other than the liability of SVR and the County to reimburse Ameresco (not-to-exceed \$25,000) for pre-development expenses discussed below. Reimbursement of expenses would only occur if either SVR and/or the County were to terminate the MOU prior to executing the various binding agreements stated below and as shown on the attached "Agreement Flow chart".

BACKGROUND

Landfills generate methane gas (Landfill Gas, "LFG") as a result of waste decomposition. Under California law, this gas must be collected and treated to reduce greenhouse gas release into the atmosphere. In California, LFG is considered a renewable biogas resource and is subject to the various credits and benefits that go along with use of this fuel to produce electricity or other alternative fuels. Ameresco currently operates a large number of these LFG power plants in California, including at our Johnson Canyon Landfill near Gonzales.

Ameresco has previously executed agreements with SVR for development of a landfill gas power project at our closed Crazy Horse Landfill and holds the necessary permits, entitlements and a shovel-ready engine generator to proceed with this project in a timely manner.

Renewable energy projects, similar to this, are promoted and encouraged through various programmatic offerings from the state and its registered utilities. Attached you will find a presentation by Ameresco outlining the RES-BCT program and its applicability to this partnership offering, as well as staff's project concept presentation provided to the Board on April 16, 2015. Additional information is also available on PG&E's website.

ATTACHMENT(S)

1. Resolution
2. Exhibit A – Memorandum of Understanding
3. PG&E Historical Electricity Pricing and Future Rate Projections
4. Monterey County Cost Savings Sensitivity Analysis
5. Agreement Flow Chart
6. Presentation on PGE's Renewable Energy Self-Generation Bill Credit Program
7. Project Concept Presentation, April 16, 2015

RESOLUTION NO. 2015 -

**A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING
A MEMORANDUM OF UNDERSTANDING BETWEEN SALINAS VALLEY SOLID WASTE AUTHORITY,
COUNTY OF MONTEREY, AND AMERESCO, INC. FOR DEVELOPMENT AND DELIVERY OF
RENEWABLE ENERGY TO THE COUNTY OF MONTEREY FOR THE CRAZY HORSE LANDFILL GAS
POWER PROJECT**

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE
AUTHORITY**, that the General Manager/CAO is hereby authorized and directed for, and on
behalf of, the Salinas Valley Solid Waste Authority to execute a Memorandum of
Understanding (MOU) with the County of Monterey and Ameresco, Inc. for development
of the Crazy Horse Landfill Gas Power Project to delivery power to the County of Monterey
under Pacific Gas and Electric's (PGE) "Renewable Energy Self-Generation Bill Credit
Transfer" (RES-BCT), as attached hereto and marked "Exhibit A."

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste
Authority at its regular meeting duly held on the 18th day of June 2015, by the following
vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Elizabeth Silva, President

ATTEST:

Elia Zavala, Clerk of the Board

Memorandum of Understanding
Between
Ameresco, Inc.-County of Monterey-Salinas Valley Solid Waste Authority
For
Renewable Landfill Gas Energy Production Partnership

This Memorandum of Understanding (“MOU”) is made this 18th day of June, 2015 (the “Effective Date”) by and between Ameresco, Inc. (“Ameresco”), Salinas Valley Solid Waste Authority (SVSWA) and County of Monterey (“County”) (each a “Party” and collectively the “Parties”). The Parties agree that this MOU is for discussion purposes only and does not constitute a legally binding agreement (and imposes no duty or obligation on any of them (or on AMRC (as defined below)) to proceed with, or to negotiate with respect to, any or all of the transactions contemplated by this MOU), except Section V (Breakage Fee), Section VI (Termination) and Section VII (Legal Effect) of this MOU shall constitute legally binding obligations of the Parties to this MOU.

SECTION I. BACKGROUND AND GENERAL STATEMENT OF INTENT

- A. SVSWA and County have a commitment to sustainable practices, renewable energy, fiscal and environmental responsibility.
- B. Ameresco (or AMRC as defined below) has the ability to help organizations meet their complex energy needs with an integrated approach to renewable energy development, including landfill gas-to-electricity facility projects.
- C. The Parties anticipate that County will qualify for and benefit from a statewide program that allows for the development of a renewable energy facility on SVSWA’s Crazy Horse Landfill.
- D. An Ameresco to-be-formed, acquired, or now existing affiliate (“AMRC”) will design, build, own, operate and maintain a landfill gas-to-electricity project on Crazy Horse Landfill with a proposed electrical grid interconnection with Pacific Gas and Electric (PG&E).
- E. SVSWA has performed environmental analysis on the proposed gas-to-energy project and certified the project under the California Environmental Quality Act, as included in the Crazy Horse Landfill Permit Revision Project’s Environmental Impact Report of December 7, 2001, and Crazy Horse Landfill Closure Project Mitigated Negative Declaration of August 2010.
- F. Pursuant to items A, B, C, and D above, it is the intent that AMRC, SVSWA and County engage in a mutual relationship to develop a minimum 1.6 megawatt (MW) gross landfill gas-to-electricity facility at the Crazy Horse Landfill (the “Project”).
- G. This MOU is intended to define the scope of the relationship, affirm the intention for AMRC, SVSWA and County to enter into good faith negotiations for a future binding contract, and to establish a schedule and identify the specific criteria and financial assumptions that will be used by SVSWA and County to make their decision regarding their involvement in this opportunity.

- H. It is the intent that AMRC, SVSWA and County perform due diligence and negotiate in good faith for future definitive project agreements which are intended to contain representations, warranties, conditions, covenants, indemnities and essential terms.

SECTION II. PRESENT SCOPE OF SERVICES

- A. It is proposed to have AMRC develop a landfill gas-to-electricity facility that is in compliance with PG&E's Renewable Energy Self-Generation Bill Credit Transfer (RES-BCT) Program.
- B. Upon SVSWA and County's approval of the Project, SVSWA, County and AMRC intend to engage in the good faith negotiation of terms and conditions for definitive project agreements to commence the scope of services as indicated in this section.
- C. It is proposed to have AMRC implement a turn-key landfill gas-to-electricity facility on SVSWA property of 350 Crazy Horse Canyon Road, Salinas, CA 93907.
- D. It is proposed that AMRC evaluate, install, and finance (by way of a Power Purchase Agreement (PPA) with County), and maintain a landfill gas-to-electricity facility to meet SVSWA and County's goals.
- E. It is proposed that AMRC design, build, own, operate and maintain a landfill gas-to-electricity facility in accordance with the following:
1. minimum 1.6 megawatt (MW) gross capacity
 - i. Generating approximately 11,500 megawatt-hours (MWh) annually as long as sufficient landfill gas is available
 - ii. Utilizing approximately 1 acre of SVSWA-owned land
 - iii. Compliant with PG&E Rule 21 Interconnection Requirements
 - iv. AMRC shall pay SVSWA 12.5% of gross electricity sales and 50% of the net value of any Renewable Energy Credits (RECs) sold by AMRC on behalf of the Project, as compensation for providing landfill gas fuel for the Project.
 2. Landfill gas-to-electricity facility size may be non-materially reduced due to PG&E Interconnection final determinations and/or RES-BCT requirements

SECTION III. FINANCIAL CRITERIA

- A. SVSWA and County intend to enter into good faith negotiations for a Site Lease to qualify for the RES-BCT Program.
- B. It is the intent to have AMRC and County enter into good faith negotiations for a Site Sublease and a Power Purchase Agreement (PPA) that both meet County's financial criteria.
- C. The initial power purchase rate for the landfill gas-to-electricity power is proposed to be \$102.50/megawatt hour (MWh), escalating at 3.5% annually.
- D. Proposed PPA pricing is based on the following assumptions:
- a. 20 Year Term for Power Purchase Agreement (PPA) with concurrent Site Lease and Sublease.
 - b. No energy, property, and/or labor construction taxes.
 - c. SVSWA will retain and be responsible for all liability for all property taxes in connection with the Project (including any property taxes that SVSWA is required

to pay on any of its property and any property taxes required to be paid on any property of AMRC) and shall reimburse AMRC for any property taxes AMRC has to pay in connection with (i) the Project, and/or (ii) any and all of AMRC's property and assets that are part of the Project.

- d. If any material rough grading and civil work is required, it will be done by SVSWA at no cost to AMRC.
- e. All necessary PG&E interconnection approvals and permits are to be obtained by AMRC under terms and conditions acceptable to AMRC in its sole discretion.
- f. Construction must commence prior to the Federal Investment Tax Credit Expiration on December 31, 2015, so that the project is able to take full value of these Federal tax credits.
- g. Pricing will be subject to change if a 1.6 MW landfill gas-to-electricity facility is materially reduced due to PG&E interconnection and/or RES-BCT requirements.

SECTION IV. SCHEDULE

- A. It is understood that market variables (i.e. interest rates, regulatory policies, equipment prices, labor rates, etc.) change with time and there is mutual benefit to following the preliminary schedule as indicated below. The Parties propose that AMRC, SVSWA and County complete all due diligence, negotiations, and to negotiate the terms and conditions of definitive documents to meet the following milestones and potentially construct the Present Scope of Services in a timely manner as specified below:

Task	Due Date
Execute MOU	7/1/2015
Submit PG&E Rule 21 Interconnect Study & RES-BCT Application	7/31/2015
Execute PPA & Site Lease	9/30/2015
Construction Commences	12/31/2015
Substantial Completion	12/31/2016

SECTION V. BREAKAGE FEE

- A. If either County or SVSWA unilaterally decide (or if both County and SVSWA jointly decide) not to move forward with AMRC to implement the Project for any reason, then SVSWA and the County will each compensate Ameresco twelve thousand five hundred dollars (\$12,500.00) (for a total of twenty-five thousand dollars (\$25,000.00) (such \$25,000.00 being sometimes referred to as the "Breakage Fee")) for Ameresco's (and/or AMRC's) work performed, including, without limitation, PG&E fees, Monterey Bay Unified APCD applications, etc., which shall be due 30 days after the earlier of (i) the earliest date that either County or SVSWA (or both County and SVSWA if done simultaneously) makes the decision not to proceed with AMRC to implement the Project; (ii) November 1, 2015; or (iii) termination of this MOU by either County or SVSWA (or both if County and SVSWA do it simultaneously).
- B. In lieu of a cash payment by SVSWA of the SVSWA share of the Breakage Fee (or any portion thereof) as contemplated above in Section V(A), if requested by SVSWA,

Ameresco Johnson Canyon LLC (an affiliate of Ameresco, Inc.) can credit (at the time the SVSWA share of the Breakage Fee is due) SVSWA's share of the Breakage Fee against the royalty payments made to SVSWA over four (4) Accounting Periods (as defined in the Landfill Gas Purchase Agreement Between Ameresco Johnson Canyon LLC and SVSWA dated August 20, 2009). If the aggregate amount of the royalty payments owed to SVSWA by Ameresco Johnson Canyon LLC over these four Accounting Periods is less than SVSWA's share of the Breakage Fee, then the balance owed for SVSWA's share of the Breakage Fee shall be paid by SVSWA in immediately available funds.

The Parties agree that the terms of this Section V shall be binding on the Parties and shall survive the expiration or termination of this MOU.

SECTION VI. TERMINATION

This MOU may be terminated immediately upon delivery of a written notice of termination by one Party to the other Parties. Unless extended by mutual agreement of the Parties hereto, this MOU shall automatically terminate one (1) year from the Effective Date. Any termination of this MOU as set forth in this Section VI shall be without liability of any Party (or of AMRC) to any other Party except as set forth in Section V of this MOU.

SECTION VII. LEGAL EFFECT

The Parties agree that this MOU is for discussion purposes only and does not constitute a legally binding agreement (and imposes no duty or obligation on any of them (or on AMRC) to proceed with, or to negotiate with respect to, any or all of the transactions contemplated by this MOU), except Section V (Breakage Fee), Section VI (Termination) and this Section VII (Legal Effect) of this MOU shall constitute legally binding obligations of the Parties to this MOU. Other than Section V (Breakage Fee), Section VI (Termination) and this Section VII (Legal Effect) of this MOU, no action or course of conduct relating to this MOU, verbal or otherwise, will give rise to any liability or obligation of Ameresco (or any of its affiliates), SVSWA or County unless and until a definitive agreement is executed in the future by Ameresco (or AMRC), SVSWA and County (and then only to the extent set forth in such future definitive agreement). The negotiation and execution of any such future definitive agreement shall be in the sole discretion of each party thereto. Ameresco may, at its option, upon written notice to the other Parties, substitute or designate any affiliate of Ameresco for Ameresco as a party to this MOU or otherwise assign this MOU to any affiliate of Ameresco.

SECTION VIII. MISCELLANEOUS

- A. The foregoing accurately reflects the Parties' preliminary understanding of the basic terms and conditions upon which the Parties are willing to proceed. This MOU does not constitute a legally binding or enforceable agreement, except as set forth in Section VII of this MOU. Consequently, the Parties' preliminary understandings and commitments hereunder are subject to the negotiation and execution of mutually acceptable contracts.

- B. Upon execution of this MOU, AMRC, SVSWA and County shall begin the preparation and negotiation of the contracts necessary to move forward with the Project based on the terms of this MOU.
- C. SVSWA, County and Ameresco warrant that this MOU has been approved and authorized by all necessary corporate and municipal jurisdictions (as applicable to such Party) and that the persons executing this MOU are fully authorized by law to do so.

AMERESCO, INC.

By: _____
Name: Michael T. Bakas
Title: Senior Vice President

Salinas Valley Solid Waste Authority

By: _____
Name: R. Patrick Mathews
Title: General Manager/CAO

County of Monterey

By: _____
Name: _____
Title: _____

Understanding California's Electricity Prices

Executive Summary

Most industry experts predict that average electricity prices throughout the U.S. will increase significantly over the next decade. Californians in particular should expect to see high price increases, averaging 5-7% per year, given stronger environmental legislation and historical underinvestment. Consequently, businesses should proactively manage future energy costs.

In order to better manage these costs, managers must first understand the key indicators and drivers for California electricity rates. These include:

- **Historical trends point to steep rate increases over time** - In California commercial rates have increased 6-8% annually since 2000 and approximately 7.5% in 2008. If the current trends continue, prices are projected to increase by similar amounts in the next decade.
- **Infrastructure** - Over the next 10 years, over \$7 billion dollars will need to be injected into the grid to upgrade existing infrastructure and accommodate new capacity and Smart Grid requirements. This will result in 2-2.5% annual rate increases over the next 10 years.
- **Fuel costs** - Fuel costs (e.g., natural gas) are projected to double by 2020, which translates to a 1.5-2% annual increase in average retail electricity prices.
- **Climate change** - The approval of 33% Renewable Portfolio Standard in California will likely increase average electricity rates 2-2.5% annually until 2020.

"Today's energy markets are more volatile than ever. The days of cheap power are now a distant memory and all businesses must learn to not only adjust, but survive, in this type of purchasing environment."

– Richard Soultanian, co-president of the NUS Consulting Group¹

¹ "Annual Utility Cost Survey", NUS Consulting, May 2008, www.nusconsulting.com

Introduction

While most businesses explicitly track labor and raw material costs, not many know their cost of electricity or how much it increases year to year. However, in the past decade electricity rates have skyrocketed as rising costs coupled with new regulations forced utilities to charge customers higher rates. In fact, these forces drove California electricity prices to increase more than 45 percent since 2000².

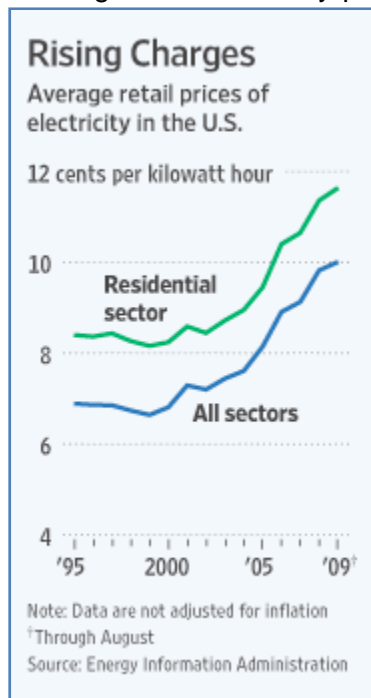
In this paper we explore recent trends and forecasts for average retail and commercial electricity prices in California. More importantly, we discuss the main drivers for future increases including:

- Infrastructure investment
- Fuel costs
- Climate change legislation

Overall, the key message for business leaders is that it is no longer prudent to assume that electricity will be consistently cheap or reliable. The drivers listed above indicate that, on average, California electricity rates will rise by 5 to 7 percent annually until 2020, making energy cost management an inevitable part of future business operations.

Electricity prices outpaced inflation since the 1970s

Average retail electricity prices across the nation have increased significantly since the



1970s and particularly since 1999 (see chart³). According to the U.S. Energy Information Administration (EIA), the average U.S. retail price of electricity increased more than 85% over the past 25 years and over 8 percent during the first quarter of 2009 compared to the first quarter of 2008. Moreover, large states such as New York and California saw prices increase at an even faster rate, causing concern for residential and business customers alike.

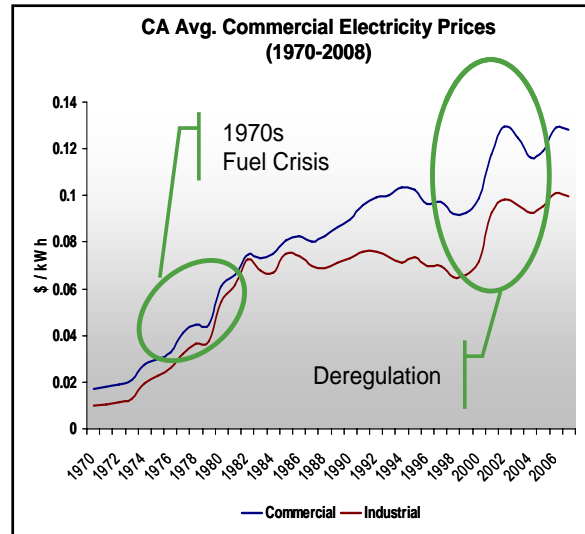
In California, power prices rose sharply after the electricity crisis in 2001 and have been rising steadily ever since. According to the California Public Utility Commission (CPUC), average prices for Pacific Gas & Electric (PG&E) and Southern California Edison's (SCE) customers have increased 44 to 65 percent since 2000. This translates to average rate increases of nearly 6 percent annually.⁴ Since the 1970s, California customers have also experienced two energy crises: the 1970s fuel crisis and the California electricity crisis of 2001. As a result of these crises, rates jumped up to 30% at certain points, but price decreases have never totaled more than 7%.

² EIA. "Annual Energy Outlook 2009." April 2009, <http://www.eia.doe.gov/oiaf/aeo/>

³ "Utilities Seek Round of Rate Increases." *Wall Street Journal* November 27, 2009.

⁴ CPUC, Electricity Rate Charts and Tables 2000-2009, http://www.cpuc.ca.gov/PUC/energy/Electric+Rates/ENGRD/ratesNcharts_elect.htm

Price increases for California businesses have been particularly sharp. Since 2000, commercial and industrial rates in California have escalated 6 to 8 percent annually and close to 7.5 percent since March 2008. Moreover, regulatory bodies periodically approve emergency rate hikes to help California utilities meet their revenue requirements. In August 2008, the Federal Energy Regulatory Commission (FERC) authorized San Diego Gas & Electric (SDG&E) to increase average rates 2.7 percent above and beyond rate increases originally approved by the CPUC⁵. As a result, SDG&E commercial customers saw rates rise more than 7 percent over a few months.



Based on historical trends and current market forces, most industry experts predict that average electricity prices throughout the U.S. will continue to increase rapidly. Californians in particular should expect to see even higher price increases during the same timeframe given stricter environmental regulations. In both cases, electricity prices will certainly outpace inflation and may reach 7 percent annually.

Infrastructure: Capital Costs Continue to Rise



Capital costs related to improving the grid play a key role in determining retail electricity prices. During the 1970s, 80s and 90s, national investment in transmission and distribution infrastructure dropped substantially. The Department of Energy (DOE) reported that as electricity demand increased 50 percent from the 1970s to the 1990s, annual investment in new transmission capacity fell from \$5.5 billion to less than \$3 billion.⁶ Because of this underinvestment, the North American Electricity Reliability Corporation (NERC) states that demand for transmission capacity will exceed supply starting in 2013.⁷

To compensate for decades of underinvestment, utilities have started reinvesting in core infrastructure. The Edison Electric Institute (EEI) estimates that over the next 20 years, the U.S. electric utility industry will need to spend “between \$1.5 trillion and \$2 trillion dollars” on these types of capital projects. Experts at the California Independent Service Operator (CA ISO) and the California Energy Commission (CEC) project that California

⁵ “San Diego Gas & Electric Rate Hike,” *Union Tribune*, August 13, 2008.

⁶ “Why Are Electricity Prices Increasing?” The Edison Foundation, June 2006.

⁷ “NERC 2007 Long-Term Reliability Assessment,” NERC, October 2007.

utilities will need to spend close to \$5 billion to update the current system and another \$2.6 billion to accommodate additional capacity being built to meet current demand for electricity.⁸⁹ Furthermore, California utilities predict that upwards of a quarter trillion dollars are needed to make the current system “smart” by incorporating smart grid technology to achieve current environmental standards.

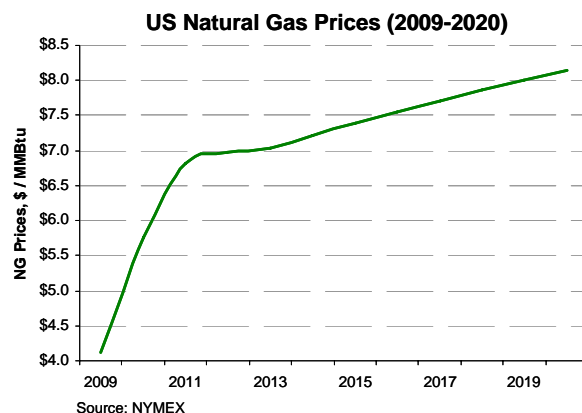
Moreover, construction and land costs have risen over the past five years, making infrastructure investments more costly. According to Edison Electric Group, utility construction costs have increased from 25 to 100 percent since 2000.¹⁰ In 2008, Southern California Edison (SCE) began building a 25.6-mile, 500 kV transmission line between its Antelope and Pardee substations. Initial cost estimates for were \$80.3 million, however rising prices forced SCE to increase cost projections 15% to \$92.5 million, or more than \$3.5 million per mile.¹¹

A November 2009 Wall Street Journal article titled “Utilities Seek Round of Rate Increases” illustrates the trend of rising infrastructure costs. The article states that “fuel costs are [currently] low but utilities are investing more money in their networks” and describes coming 2010 rate increases of 5 – 8 percent in many U.S. utilities.¹²

Utilities will continue to face pressure to fund capital improvements, and these investments will be recovered through higher rates. Capital improvements are expected to raise retail electricity rates 2 to 2.5 percent annually for the next 10 years. However, as California customers become more energy efficient, these fixed costs will be spread over fewer total kilowatt hours (kWh), resulting in higher still increases.

Fuel costs to increase 2X by 2020

The electric utility industry is the largest consumer of coal and natural gas in the U.S and the cost of these fuels help drive retail electricity prices across the U.S. Nearly 50 percent of the nation’s energy is produced using coal, and when coal prices increased over 25% in 2008, utilities saw their generation costs soar¹³. Going forward, both the financial markets and the EIA estimate that natural gas prices will double over the next decade as a result of 30 percent higher demand.¹⁴ In addition, natural gas prices might even surpass current projected levels if climate change legislation forces domestic generators to switch from coal to cleaner substitutes such as natural gas.¹⁵



⁸ “CAL ISO Report on Preliminary Renewable Transmission Plans,” CAL ISO, August 2008.
<http://www.caiso.com/2007/2007d75567610.pdf>

⁹ “Transforming America’s Power Industry,” The Brattle Group, November 2008.

¹⁰ “Rising Utility Construction Costs: Sources and Impacts,” Edison Electric Group, September 2007.

¹¹ Ibid

¹² “Utilities Seek Round of Rate Increases.” *Wall Street Journal* November 27, 2009.

¹³ “Coal prices surge to record high,” BBC News, February 4, 2008

¹⁴ “Natural Gas Price Forecast and Uncertainty,” Working paper presented by Ruben Tavares at the *Joint IEPR and Electricity & Natural Gas Committee Workshop*, June 2009.

¹⁵ Interviews with National Renewable Energy Lab researchers, LBNL, June 2009.

In California, natural gas-powered generation dominates, but only 13 percent of natural gas is supplied in state and that number is falling.¹⁶ Consequently, California utilities are openly exposed to market price volatility. For example, gas prices more than quadrupled in 2001 causing California utilities to spend nearly \$19 billion on natural gas - twice as much as in normal years. Six months later electricity rates skyrocketed 29 percent and never returned to pre-2001 levels.

As a result, the California Energy Commission estimates that “doubling of natural gas prices increases average electricity rates by about 3.5 cents/kWh [over 2008 prices].”¹⁷ Given future price levels and inflation estimates, this equates to rate increases of 1.5 to 2 percent annually from rising fuel prices alone.

Impact of Climate Change

Today, Congress and the President are considering sweeping climate change legislation. Bills under discussion aim to implement national energy programs such as the low carbon fuel standard for motor vehicles in addition to a carbon cap and trade program aimed at limiting total emissions of greenhouse gases. If passed, both Republicans and Democrats agree that the bill will have an immediate impact on energy costs, including raising electricity prices somewhere between 35 to 90 percent over the 2035 baseline price.¹⁸ Cambridge Research Associates International, an independent energy consultancy, published a study in January 2008 forecasting a 50% increase in electricity prices above business-as-usual due to carbon caps.¹⁹ However, even if weaker standards are set, industry experts predict that climate change legislation will cause electricity rates to increase anywhere from 1 to 3 percent annually *over and above* current forecasts.²⁰

California passed its own climate emissions bill, AB 32, in August 2006. The law calls for a 10% reduction of greenhouse gases and places strict regulations on power plant emissions. To comply with these regulations, generators must make expensive improvements or pay penalties, which in turn make power more costly.²¹ Furthermore, Governor Schwarzenegger issued an executive order to revise the current Renewable Portfolio Standard (RPS) and require Californian utilities to source 33 percent of their power from renewable sources by 2020. Like AB 32, this law is expected to cause retail electricity rates to increase significantly. According to a California CPUC report published in June 2009, inflation-adjusted electricity rates will increase 5.0 to 6.5 percent above current baseline projections to meet California’s clean energy requirements.²²

¹⁶ Natural Gas Price Forecast and Uncertainty,” Working paper presented by Ruben Tavares at the *Joint IEPR and Electricity & Natural Gas Committee Workshop*, June 2009.

¹⁷ CEC Natural Gas Assessment, California Energy Commission, November 2008.

¹⁸ Heritage Foundation Report on Waxman-Markey Bill, Heritage Foundation, June 2009; “Preliminary Analysis of the Waxman-Markey Discussion Draft,” EPA, June 2009.

¹⁹ “Managing the Risks of Greenhouse Gas Policies,” CRA International. January 2008.

²⁰ Heritage Foundation Report on Waxman-Markey Bill, Heritage Foundation, June 2009; “Preliminary Analysis of the Waxman-Markey Discussion Draft,” EPA, June 2009.

²¹ Interview with Catherin Wolfram, PhD., UC Energy Institute, July 2009.

²² “RPS Implementation Report”, CPUC, June 2009.

Conclusion

Energy prices have risen steadily over the past twenty years, and historical increases are likely to continue, driven by three structural forces:

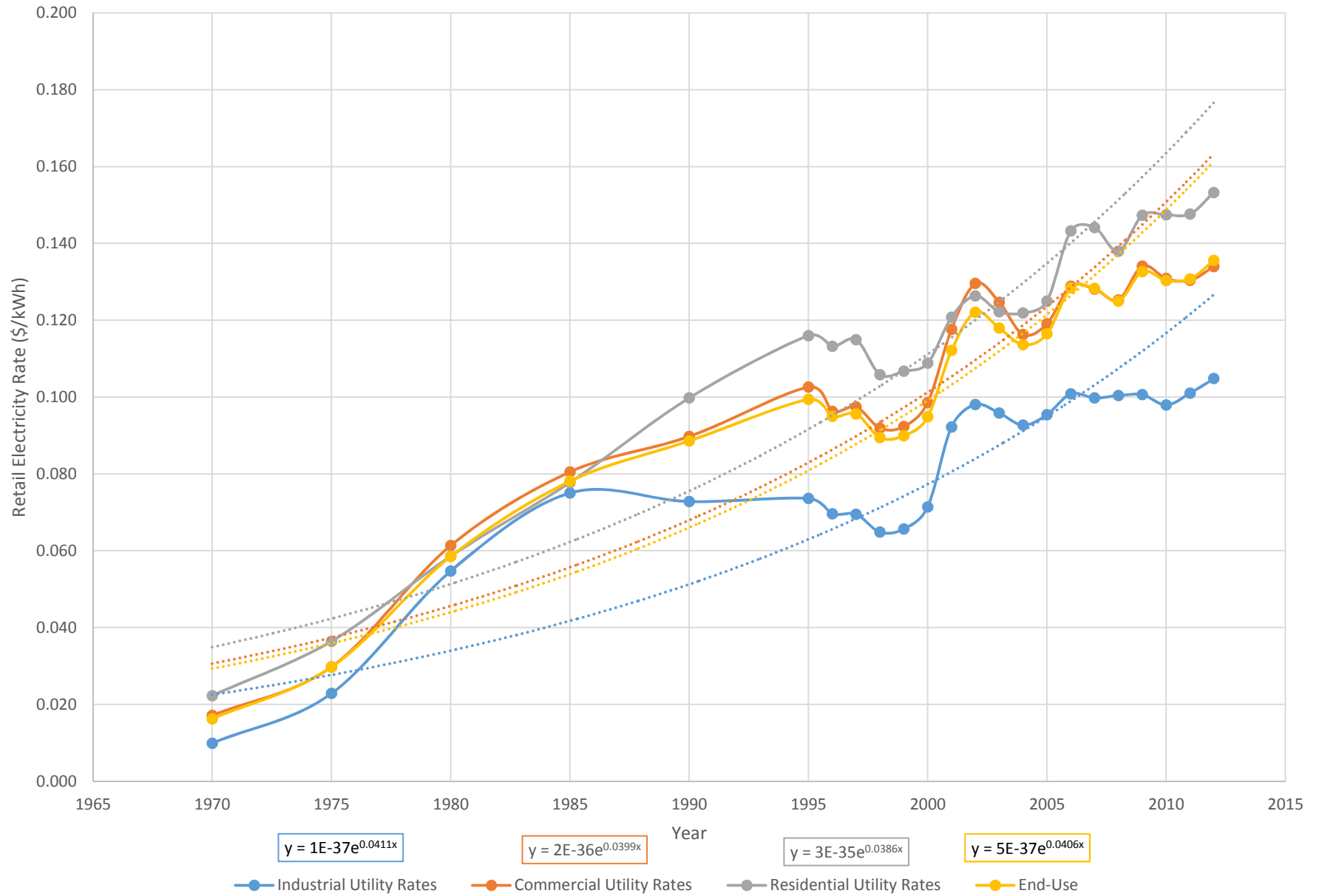
- Infrastructure upgrades: 2-2.5% annual increase
- Fuel cost increases: 1.5-2% annual increase
- Climate change legislation: 2-2.5% annual increase

The combination of these factors makes it highly likely that electricity costs will be a major concern for California businesses over the next decade. Business leaders should consider this important trend in their strategic planning.

Supplemental Resources

- CPUC RPS Implementation Report (June 2009) - <http://www.cpuc.ca.gov/NR/rdonlyres/1865C207-FEB5-43CF-99EB-A212B78467F6/0/33PercentRPSImplementationAnalysisInterimReport.pdf>
- EIA Annual Energy Outlook (April 2009) - <http://www.eia.doe.gov/oiaf/aeo/index.html>
- EPA Economic Analysis of “The American Clean Energy and Security Act” (June 2009) - http://energycommerce.house.gov/index.php?option=com_content&view=article&id=1685:epa-releases-analysis-of-american-clean-energy-and-security-act&catid=122:media-advisories&Itemid=55
- Heritage Foundation Report on Waxman-Markey Bill (June 2009) <http://www.heritage.org/Research/EnergyandEnvironment/wm2450.cfm>

California Utility Rates from 1970-2012



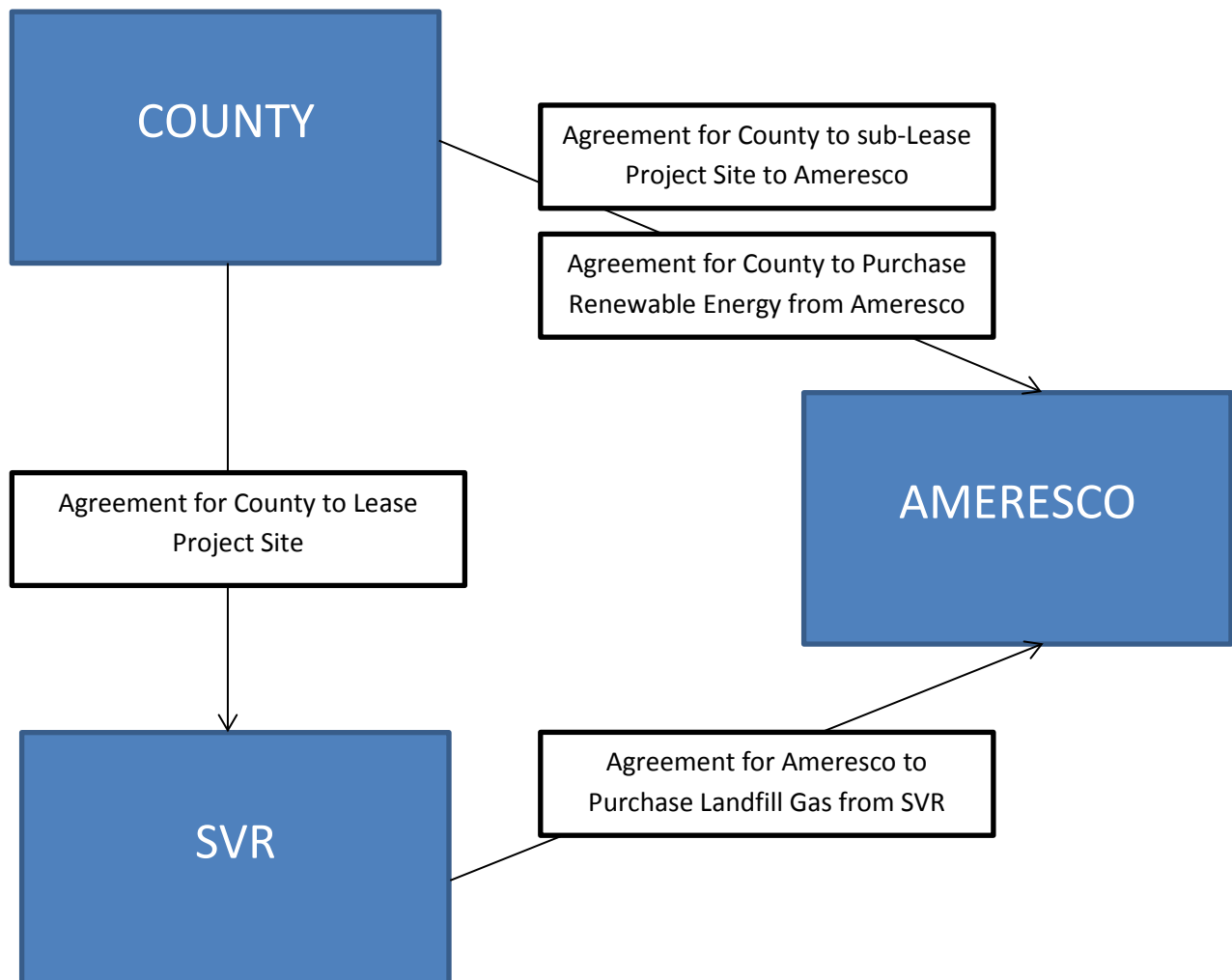
ENERGY COST SAVINGS SENSITIVITY ANALYSIS AT 5% PGE RATE ESCALATION

Item 15 - Attachment 4

Monterey County Savings Estimate							SVR LFG Royalties	
				5% Escalation	3.5% Escalation		SVR Energy	SVR REC Rev
		Year	kWh	PG&E Credit	PPA Rate	Utility Savings	Sales Share	Share
SJ PG&E Credit (A-6 Tariff) (\$/kWh)	\$ 0.10216							
SJ PG&E Credit Estimated Annual Escalation	5.0%	1	11,857,536	\$ 0.10216	\$ 0.10250	\$ (4,077)	\$ 151,925	\$ 5,929
		2	11,857,536	\$ 0.10726	\$ 0.10609	\$ 13,950	\$ 157,242	\$ 5,988
		3	11,857,536	\$ 0.11263	\$ 0.10980	\$ 33,516	\$ 162,746	\$ 6,048
Ameresco PPA Rate (\$/kWh)	\$ 0.10250	4	11,857,536	\$ 0.11826	\$ 0.11364	\$ 54,721	\$ 168,442	\$ 6,108
Ameresco PPA Rate Escalation	3.5%	5	11,857,536	\$ 0.12417	\$ 0.11762	\$ 77,671	\$ 174,337	\$ 6,169
		6	11,857,536	\$ 0.13038	\$ 0.12174	\$ 102,475	\$ 180,439	\$ 6,231
System Size (kW)	1,600	7	11,857,536	\$ 0.13690	\$ 0.12600	\$ 129,251	\$ 186,754	\$ 6,294
Year 1 kilowatt-hours (kWh)	11,857,536	8	11,857,536	\$ 0.14374	\$ 0.13041	\$ 158,124	\$ 193,291	\$ 6,356
		9	11,857,536	\$ 0.15093	\$ 0.13497	\$ 189,225	\$ 200,056	\$ 6,420
SVR Share of Electricity Revenues	12.5%	10	11,857,536	\$ 0.15848	\$ 0.13970	\$ 222,693	\$ 207,058	\$ 6,484
SVR Share of REC Revenues	50%	11	11,857,536	\$ 0.16640	\$ 0.14459	\$ 258,675	\$ 214,305	\$ 6,549
REC Revenue @ Bucket 3 Rates	\$ 1.00	12	11,857,536	\$ 0.17472	\$ 0.14965	\$ 297,325	\$ 221,805	\$ 6,615
Escalator	1.0%	13	11,857,536	\$ 0.18346	\$ 0.15488	\$ 338,808	\$ 229,569	\$ 6,681
		14	11,857,536	\$ 0.19263	\$ 0.16031	\$ 383,296	\$ 237,604	\$ 6,747
		15	11,857,536	\$ 0.20226	\$ 0.16592	\$ 430,974	\$ 245,920	\$ 6,815
		16	11,857,536	\$ 0.21238	\$ 0.17172	\$ 482,033	\$ 254,527	\$ 6,883
		17	11,857,536	\$ 0.22299	\$ 0.17773	\$ 536,678	\$ 263,435	\$ 6,952
		18	11,857,536	\$ 0.23414	\$ 0.18395	\$ 595,124	\$ 272,656	\$ 7,021
		19	11,857,536	\$ 0.24585	\$ 0.19039	\$ 657,599	\$ 282,198	\$ 7,092
		20	11,857,536	\$ 0.25814	\$ 0.19706	\$ 724,342	\$ 292,075	\$ 7,163
		Total				\$ 5,682,400	\$ 4,296,382	\$ 130,546

AGREEMENT FLOW CHART

CRAZY HORSE LANDFILL GAS POWER PROJECT PARTNERSHIP



RES-BCT Overview

Renewable Energy Self-
Generation Bill Credit

February 27, 2015



Ameresco Overview

More than **2,000**
Customers Served

Constructed over **\$5B**
in Energy Projects
(including predecessors)

Headquartered in
Framingham, MA
70 offices in 33 states,
5 Canadian provinces,
UK, Madrid & Sao Paulo

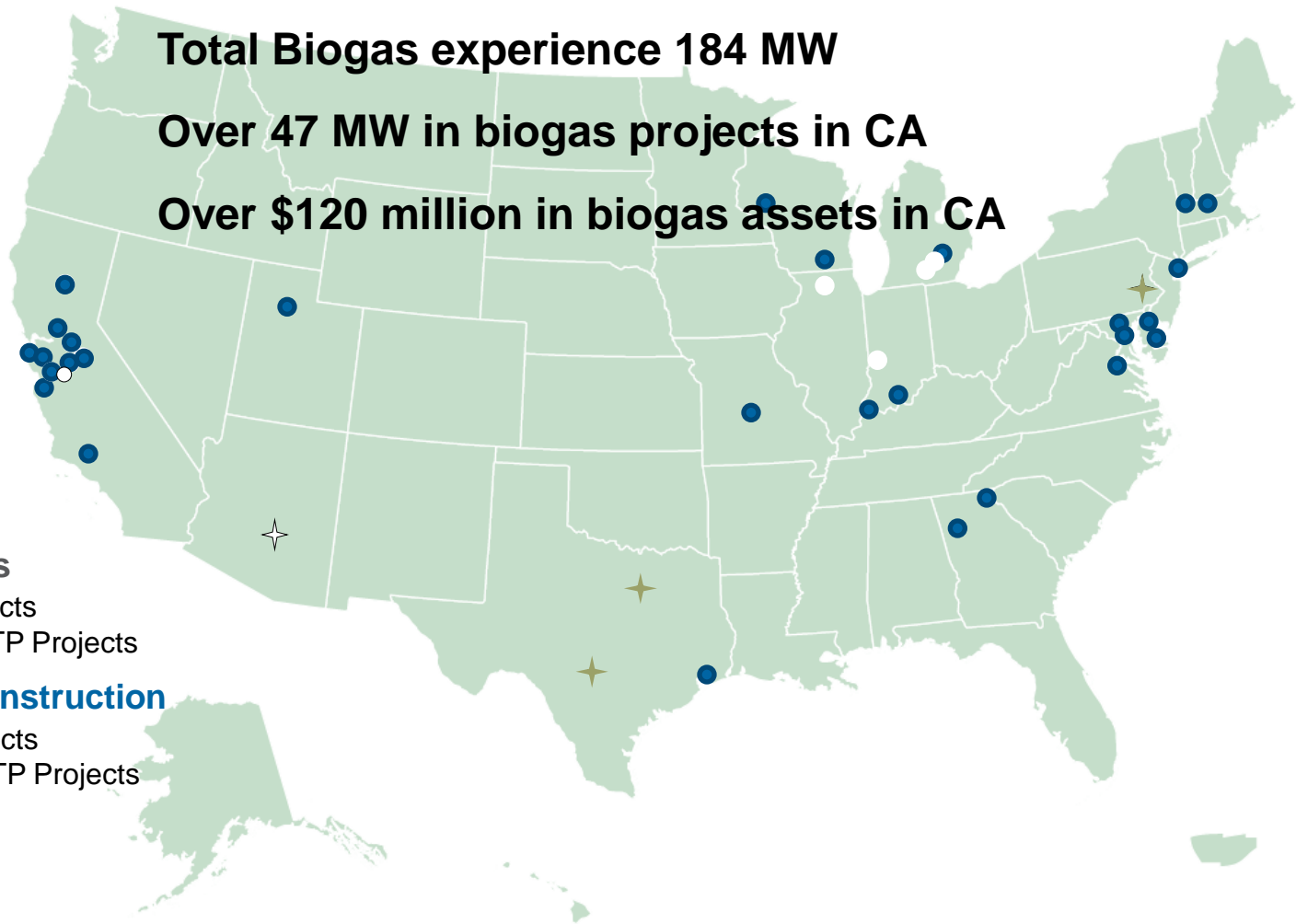


Ameresco's Biogas Portfolio

Total Biogas experience 184 MW

Over 47 MW in biogas projects in CA

Over \$120 million in biogas assets in CA



In Operations

- Biogas Projects
- ★ Biogas WWTP Projects

In Design/Construction

- Biogas Projects
- ✦ Biogas WWTP Projects

NEM Options

	Technology	Configuration	Who	Gen Kw limit	Export	Standby	NBC	NSC
Rule 21	All	Generator & load at single account	anyone	2 MW	uncompensated	Ask	Ask	Non-eligible
NEM	Solar PV Wind RPS	Generator & load at single account	anyone	1 MW total	Sized to annual load at single account	Exempt	On net usage only	Eligible
NEMA	Solar PV Wind RPS	One generator account; many aggregated accounts	Same customer adjacent & contiguous parcel	1 MW total	Sized to annual load of arrangement	exempt	On net usage only	Non-eligible
NEMV	Solar PV Wind RPS	One generator account; many benefitting accounts	anyone	1 MW total	Sized to annual load at service delivery point	exempt	On net usage only	Eligible
NEMVMASH	Solar PV	One generator account; many benefitting accounts	Low income MASH or NSHP participant	1 MW total	Sized annual load	exempt	On net usage only	Eligible
NEMFC	Fuel Cell w/ non-renewable fuel	Generator & load at one or more accounts	anyone	1 MW total	Sized annual load can aggregate load	exempt	On net usage only	Non-eligible
NEMBIO	Biogas digester	**closed**	**closed**	1 MW total	Sized to annual load	exempt	On net usage only	Non-eligible
NEMMT	Combination of (a) 2 types of NEM; or (b) NEM & non-NEM	Generator & load at single account	anyone	Ask	Sized to annual load	NEM-portion exempt	NEM: on net usage	On retail NEM portion
RES-BCT*	RPS	Generator account; many benefitting accounts in same City, County or District	Local government, colleges	5 MW total/ gen acct.	Sized to annual load	Ask	Ask	Non-eligible

- Applies only to a Local Government
- Generator at one location
- Remote meters (accounts) in same City or County
- All accounts are TOU
- 5 MW gen limit
- Credits based on exports
- Generation credit only
- RPS (PR Code 25741) Generators

Who is a Local Government?

Local Government is:

- A City, County (general law or chartered), special district, school district, political subdivision, or other local public agency, if authorized by law to generate electricity
- An individual "Campus" (defined as an individual community college campus, individual California State University campus, or individual University of California campus)- of the University of California or the California State University

Local Government is not:

- A Joint Powers Authority, the state or any agency or department of the state
- To enroll in RES-BCT Applicants must sign a form certifying they meet the definition of a "Local Government"

Allocation of Credits

- At time of interconnection, applicant designates Benefiting Accounts and percentage \$ allocation
- At the generator account, the generator offsets (at full retail) any instantaneous load behind the meter first.
- Energy credits (known as “Bill credits”) are calculated monthly by multiplying the TOU generation component of the energy charge in the rate schedule (OAS) for the Generating Account, by the amount of energy kWh exported to the grid during the corresponding time period.
- The \$ credits are allocated as designated each month to each benefitting account.
- Generator account may be a benefitting account.

- Local Government is responsible for interconnection costs
- If Local Government does not have metering necessary to bill on this tariff, it is responsible for all meter related costs
- Billing - transfer of a Bill Credit to Benefiting Accounts should not result in a shifting of costs to bundled service customers.
- Costs associated with the transfer of a Bill Credit shall include all billing-related expenses:
 - Monthly Billing Administrative Charge:.\$30/ Generating Account
 - One time Billing Setup Recovery Charge: \$500/ Generating Account
- SGIP/CSI (if solar) incentives are available up to generator account on-site load

Unused Bill Credits are carried over to following mo.

- A 12-billing-mo. period is established whereby at the end of 12 mos., unused Bill Credits are:
 - 1st: netted (gen credit to gen charges) for each benefitting account over its true-up period
 - 2nd: shared among benefitting accounts until excess credit is allocated against remaining gen charges;
 - Last: remaining credit after that is zeroed out
- Local Government may elect to change the Benefiting Account(s) within a 12-mo. period with 60 days notice

PG&E Tariff Rates

Pacific Gas and Electric Company Bundled Commercial/General Service Electric Rates at a Glance

Rates Effective:
October 1, 2014, to Present

Rate Schedule	Customer Charge	Season	Time-of-Use Period	Demand Charge (per kW)			Time-of-Use Period	Total Energy Charge (per kWh)			PDP ¹ Charges	PDP ² Credits DEMAND (per kW)			PDP ² Credits ENERGY (per kWh)			"Average" Total Rate ³ (per kWh)
A-1	Single Phase Service per meter/day =\$0.32854 Polyphase Service per meter/day =\$0.65708	Summer								\$0.23403	-	-	-	-	-	-	-	
		Winter								\$0.16341	-	-	-	-	-	-	-	
A-1 TOU	Single Phase Service per meter/day =\$0.32854 Polyphase Service per meter/day =\$0.65708	Summer					On peak			\$0.25470	\$0.60							\$0.20795
							Part Peak			\$0.24562								
							Off Peak			\$0.21801								
		Winter					Part Peak			\$0.17359								
							Off Peak			\$0.15381								
A-6 TOU	Single phase service per meter/day =\$0.32854; Polyphase service per meter/day =\$0.65708. Plus Meter charge = \$0.20107 per day for A6 or A6X; =\$0.05914 per day for A6W ⁴	Summer					On peak			\$0.58648	\$1.20							\$0.20029
							Part Peak			\$0.27230								
							Off Peak			\$0.15207								
		Winter					Part Peak			\$0.17408								
							Off Peak			\$0.14207								
				Secondary	Primary	Transmission		Secondary	Primary	Transmission		Secondary	Primary	Transmission	Secondary	Primary	Transmission	
A-10 (Table A)	\$4.59959 per meter per day	Summer		\$14.28	\$13.40	\$9.39		\$0.16242	\$0.15139	\$0.12544	-	-	-	-	-	-	-	\$0.18723
		Winter		\$6.47	\$6.68	\$4.90		\$0.12021	\$0.11432	\$0.10029		-	-	-	-	-	-	
A-10 TOU (Table B)	\$4.59959 per meter per day	Summer					Peak	\$0.17989	\$0.16599	\$0.13867	\$0.90	(\$2.60)	(\$2.46)	(\$2.73)	(\$0.00702)	(\$0.00800)	(\$0.00861)	Secondary \$0.18737
				\$14.28	\$13.40	\$9.39	Part-Peak	\$0.17198	\$0.16034	\$0.13352								
							Off-Peak	\$0.14792	\$0.13875	\$0.11398								
		Winter					Part-Peak	\$0.13080	\$0.12297	\$0.10825								Primary \$0.17105
				\$6.47	\$6.68	\$4.90	Off-Peak	\$0.11017	\$0.10608	\$0.09274								
																		Transmission \$0.13750
E-19 TOU	Meter charge: =\$4.77700/day for E19 V or X; = \$4.63507/day for E19W ⁵ ; =\$19.71253/day for E19S mandatory; =\$32.85421/day for E19P mandatory; =\$59.13758/day for E19T mandatory	Summer	Max. Peak	\$18.37	\$18.27	\$16.74	Peak	\$0.16594	\$0.15242	\$0.09607	\$1.20	(\$6.37)	(\$6.04)	(\$6.29)	\$0.00000	\$0.00000	\$0.00000	Secondary \$0.16165
			Part Peak	\$4.25	\$3.90	\$3.71	Part Peak	\$0.11342	\$0.10679	\$0.09151								
			Maximum	\$12.99	\$10.24	\$6.26	Off Peak	\$0.07903	\$0.07963	\$0.07557								
		Winter	Part Peak	\$0.22	\$0.42	\$0.00	Part Peak	\$0.10645	\$0.10165	\$0.08989								Primary \$0.15454
			Maximum	\$12.99	\$10.24	\$6.26	Off Peak	\$0.08296	\$0.08288	\$0.07726								
																		Transmission \$0.12969

¹Peak Day Pricing (PDP) (Consecutive Day and Four-Hour Event Option). All Usage During PDP Event. See specific tariff for further details.

²Peak Day Pricing (PDP) (Consecutive Day and Four-Hour Event Option). See specific tariff for further details.

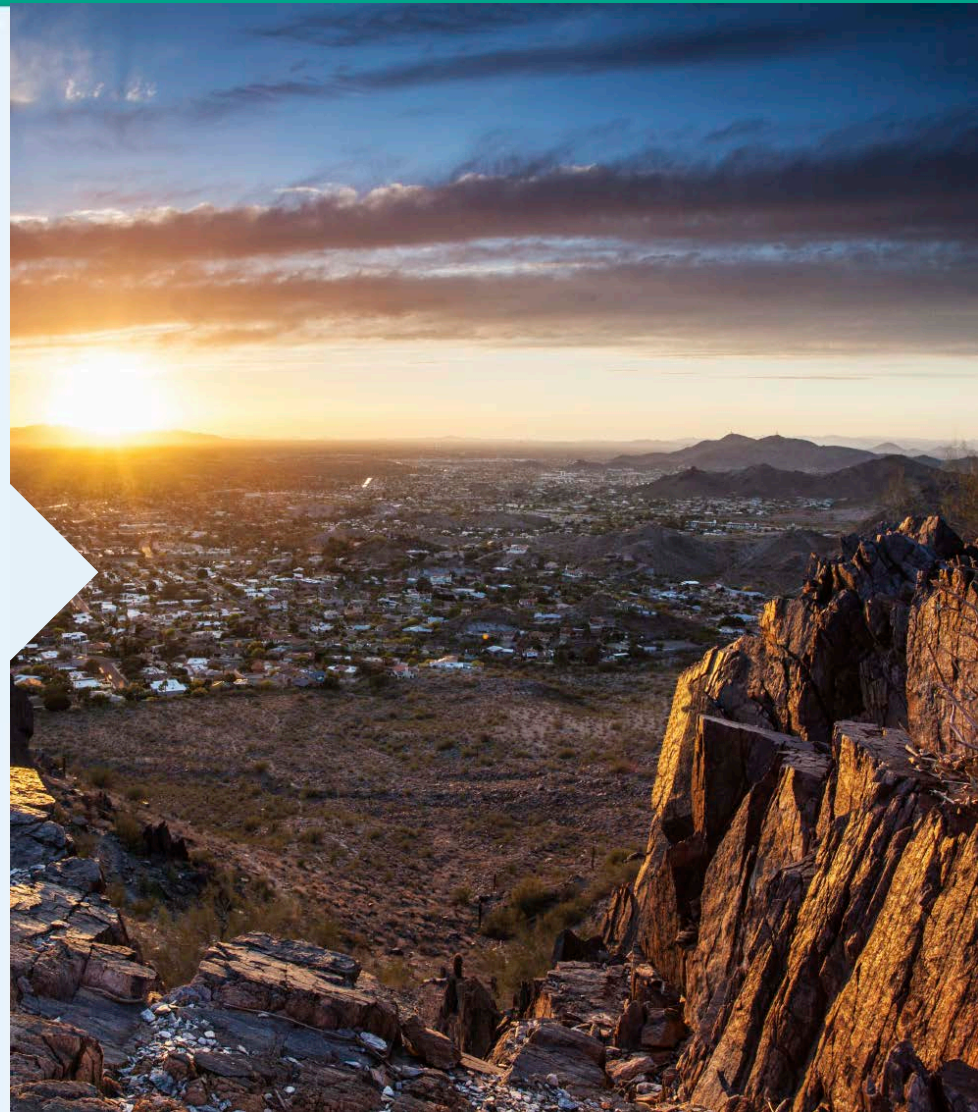
³Average rates based on estimated forecast. Average rates provided only for general reference, and individual customer's average rate will depend on its applicable kW, kWh, and TOU data.

⁴Effective May 1, 2006, the voluntary TOU one time reprogramming charge of \$87 if there is a TOU meter already present, and one time \$443 meter installation charge if there is no TOU meter, were eliminated.

⁵The lower daily TOU meter charge continues to apply to customers who were on Rate W as of May 1, 2006. Rate X applies to all other customers.

This table provided for comparative purposes only. See current tariffs for full information regarding rates, application, eligibility, average rate limiter and additional options.

Questions & Answers





Crazy Horse Landfill Renewable Energy Partnership Opportunity

SVR Board of Directors Meeting: June 18, 2015
Patrick Mathews, General Manager/CAO

Renewable Energy Self-Generation Bill Credit (RES-BCT)

- Applies only to a Local Government
- Power generation at one location
- Remote meters (accounts) in same City or County
- All accounts are Time Of Use
- 5 MW gen limit, **105 MW Program Limit**
- Credits based on power exported
- Generation credit at meter: “virtual net metering”



Who is a Local Government?

Local Government is:

- A City, County (general law or chartered), special district, school district, political subdivision, or other local public agency, if authorized by law to generate electricity
- An individual "Campus" (defined as an individual community college campus, individual California State University campus, or individual University of California campus)- of the University of California or the California State University

Local Government is not:

- A Joint Powers Authority, the state or any agency or department of the state
- To enroll in RES-BCT Applicants must sign a form certifying they meet the definition of a "Local Government"

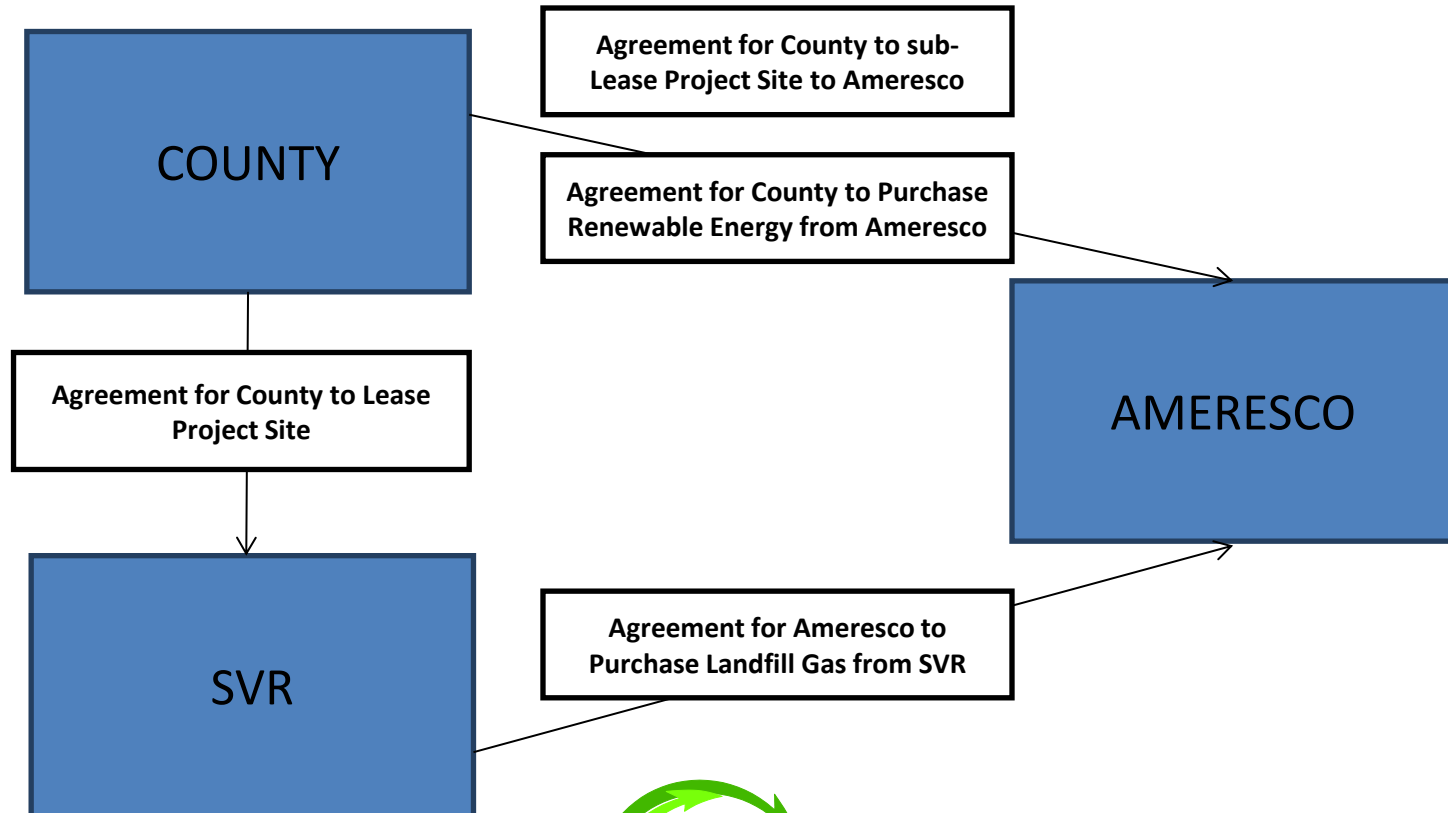


Allocation of Credits

- At time of interconnection, applicant designates Benefiting Accounts and percentage \$ allocation
- Energy credits (known as “Bill credits”) are calculated monthly by multiplying the Time of Use generation by the amount of energy in kWh exported to the grid during the corresponding time period.
- The \$ credits are allocated as designated each month to each benefitting account.



CRAZY HORSE LANDFILL GAS POWER PROJECT PARTNERSHIP STRUCTURE



BENEFITS

- County receives renewable energy at a predictable and fixed annual escalation rate of 3.5% for 20 years
- PGE credits County for all energy produced on its behalf by Ameresco
- PGE credits (A-6 Tariff) are projected by Ameresco to rise 5% per year
- Difference in escalation provides County with long term savings, ≈\$5.7 million over 20 years



BENEFITS

- SVR receives 12.5% of gross energy sales revenues to County, ≈\$4.3 million over 20 years
- SVR receives 50% of Renewable Energy Credits sold by Ameresco, ≈\$130,000 over 20 years based on current market values
- Revenues can be allocated to offset long term Post-closure cares costs for SVR Landfills per Strategic Plan Goal



RISKS

- Reduced landfill gas production in later years reduces power delivery and savings to County, and revenues to SVR
- PGE credits don't escalate as projected, reducing projected savings to County
- Ameresco reimbursement of up to \$25,000 in expenses if SVR or County do not execute final agreements by July 30, 2015



NEXT STEPS AFTER MOU

- **Complete PGE Interconnection Study**
- **Complete RES-BCT Application**
- **Update and Renew Air District Permit**
- **Negotiate Land Lease & Sub-Lease**
- **Negotiate Power Purchase Agreement**
- **Negotiate Landfill Gas Royalty Agreement**
- **Complete by 9-30-15, Execute in October 2015**



Crazy Horse Landfill Renewable Energy Partnership Opportunity

QUESTIONS & COMMENTS



SVSWA Agenda Items - View Ahead

Item No. 16

	30-Jul	20-Aug	17-Sep	15-Oct	19-Nov	17-Dec
1	QTE June Cash & Investments	Minutes	Minutes	Minutes	Minutes	Minutes
2	SIX-MONTH STRATEGIC PLANNING RETREAT	Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)
3		Member Agencies Activities Report	Member Agencies Activities Report	Member Agencies Activities Report	Member Agencies Activities Report	Member Agencies Activities Report
4		SP Goals Updated 6-Mo. Objectives	Strategic Plan Update	Strategic Plan Update	Strategic Plan Update	Strategic Plan Update
5		QTE June Facilities Customer Survey Results (sp5)	Award contract for JC flare replacement (sp5)	QTE Sept. Cash & Investments	QTE Sept Tonnage & Diversion Reports	Annual County Used Oil Report
6		QTE June Tonnage & Diversion Reports	Monterey Bay Economic Partnership Update (sp4)	QTE Sept Facilities Customer Survey Results	Audit Report	Elections Nominating Committee
7		Compensation Study Recommendations (EC)	2014-15 Annual Report	2016 Meetings Calendar (EC)		
8		Annual Tonnage & Diversion Performance Report	Option Agmt to Purchase Madison Lane Property (sp5)	Annual Franchise Haulers Performance Report		
9		Wally Waste-Not Awards Recognitions	Option Agmt for Sale of Sun Street Property (sp5)			
10		County Road Way MOU (EC)	Draft MOU on Rossi Street Extension (sp5)			
11		JC Diversion Rate Comparison Report +2% (sp5)	Notice of Preparation & Initial Study of Environmental Impacts (sp5)			
12		Regional Solid Waste Study Draft	URS CEQA docs and Public Scoping Meetings (sp5)			

Consent
Presentation
Consideration
Closed Session
[Other] (Public Hearing, Recognition, Informational, etc.) (EC) Executive Committee (sp) Strategic Plan Item