



**SUPPLEMENTAL MATERIAL  
WAS ADDED TO THE  
BOARD OF DIRECTORS**  
November 15, 2018  
AGENDA PACKET

**Pertaining to the following Scheduled Items:**

11/14/2018

- ITEM No. 13:** COST ANALYSIS FOR PROCESSING CONSTRUCTION AND DEMOLITION, ORGANICS, AND WOOD MATERIAL – PowerPoint Presentation Added
- ITEM No. 14:** COLLABORATION MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN SALINAS VALLEY SOLID WASTE AUTHORITY AND MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT –
1. Revised Staff Report
  2. MOU (Version 5) Added
  3. PowerPoint Presentation Added
  4. Salinas City Council Meeting October 23, 2018 Minutes (page 4) Added

The "Supplemental Materials" have been added to the end of its corresponding agenda item in the agenda packet.



## AGENDA Regular Meeting

### BOARD OF DIRECTORS

November 15, 2018, 6:00 p.m.  
Gonzales City Council Chambers  
117 Fourth Street, Gonzales, California

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#### CALL TO ORDER

#### PLEDGE OF ALLEGIANCE

#### ROLL CALL

##### Board Directors

County: Simon Salinas, *President*  
County: John M. Phillips  
Salinas: Gloria De La Rosa, *Alt. Vice-President*  
Salinas: Tony R. Barrera  
Salinas: Kimbley Craig  
Gonzales: Elizabeth Silva  
Soledad: Christopher Bourke  
Greenfield: Avelina T. Torres  
King City: Robert S. Cullen, *Vice President*

##### Alternate Directors

County: Luis Alejo  
Salinas: Joseph D. Gunter  
Gonzales: Scott Funk  
Soledad: Carla Stewart  
Greenfield: Lance Walker  
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.

#### RECOGNITIONS

- A. A PROCLAMATION HONORING SIMON SALINAS, MEMBER SINCE FEBRUARY 2007
- B. A PROCLAMATION HONORING AVELINA TORRES, MEMBER SINCE DECEMBER 2014
- C. A PROCLAMATION HONORING KIMBLEY CRAIG, MEMBER SINCE DECEMBER 2016
- D. A PROCLAMATION HONORING CHRISTOPHER BOURKE, MEMBER SINCE JANUARY 2017

#### 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 October 18, 2018, Special Meeting](#)
- 2. [September 2018 Claims and Financial Reports](#)
- 3. [Member and Interagency Activity Report for October 2018 and Upcoming Events](#)
- 4. [Tonnage and Diversion Report for the Quarter Ended September 30, 2018](#)
- 5. [A Resolution Approving the Allocation of Cash Balances for Fiscal Year 2017-18, and Supplemental Appropriation for Pay Down of CalPERS Unfunded Actuarial Liability and Monterey County Litter Abatement Program](#)
- 6. [A Resolution Approving the Strategic Plan and the Strategic Plan Actions through October 24, 2019](#)

7. [A Resolution Awarding the Purchase of a New Composting Aeration and Control Equipment and Approving A Professional Services Agreement for Installation to Green Mountain Technologies, Inc. For the Amount Of \\$331,191.00](#)
8. [Notification of the Release of a Request for Bids for The Johnson Canyon Landfill Module 7 Construction Project \(CIP 9527\)](#)
9. [Citizens Advisory Group Annual Report](#)
10. [A Resolution Awarding the Agreement to Cascadia Consulting Group to Conduct Waste Characterization Study for the Amount of \\$154,383.00](#)

#### PRESENTATION

11. [RECYCLING RECOGNITION](#)
  - A. Receive Report from Mandy Brooks, Resource Recovery Manager
  - B. Board Discussion
  - C. Public Comment
  - D. Recommended Action – None; Informational Only

#### CONSIDERATION

12. [APPOINTMENT OF NOMINATING COMMITTEE FOR THE 2019 ELECTION OF OFFICERS](#)
  - A. Receive Report from Patrick Mathews, General Manager/CAO
  - B. Board Discussion
  - C. Public Comment
  - D. Recommended Action – Appoint Committee
13. [COST ANALYSIS FOR PROCESSING CONSTRUCTION AND DEMOLITION, ORGANIC, AND WOOD MATERIAL](#)
  - A. Receive Report from Cesar Zuñiga, Assistant General Manager/Operation Manager
  - B. Board Discussion
  - C. Public Comment
  - D. Recommended Action – Provide Direction
14. [COLLABORATION MEMORANDUM OF UNDERSTANDING \(MOU\) BETWEEN SALINAS VALLEY SOLID WASTE AUTHORITY AND MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT](#)
  - A. Receive Report from Patrick Mathews, General Manager/CAO
  - B. Board Discussion
  - C. Public Comment
  - D. Recommended Action – Approve MOU
15. [LONG-TERM FACILITY NEEDS ENVIRONMENTAL IMPACT REPORT, REVISED PROJECT DESCRIPTION FOR MADISON LANE TRANSFER STATION](#)
  - A. Receive Report from Patrick Mathews, General Manager/CAO
  - B. Board Discussion
  - C. Public Comment
  - D. Recommended Action – Approve Project Description and Take Related Actions

#### FUTURE AGENDA ITEMS

16. [AGENDA ITEMS – VIEW AHEAD SCHEDULE](#)

#### CLOSED SESSION

*Receive public comment from audience before entering into closed session:*

17. Pursuant to Government Code Section 54957 (b) to consider the Performance Evaluation of the General Manager/Chief Administrative Officer Patrick Mathews.
18. Pursuant to Government Code Section 54956.8 to confer with legal counsel and real property negotiators General Manager/CAO Patrick Mathews, Asst. GM/Ops Manager Cesar Zuñiga, Finance and Administration Manager Ray Hendricks, and Legal Counsel Tom

Bruen, concerning the possible terms and conditions of acquisition, lease, exchange or sale of 1) Salinas Valley Solid Waste Authority Property, APNs 003-051-086 and 003-051-087, located at 135-139 Sun Street, Salinas, California: and 2) Waste Management, Inc Property, APNs 261-051-005, 007, and 019, located at 1120 Madison Lane, Salinas, California.

RECONVENE

ADJOURNMENT

.....  
This agenda was posted at the Administration Office of the Salinas Valley Solid Waste Authority, 128 Sun St., Ste 101, Salinas, on the Gonzales Council Chambers Bulletin Board, 117 Fourth Street, Gonzales, and the Authority's Website on Friday, November 9, 2018. The Salinas Valley Solid Waste Authority Board will next meet in regular session on, Thursday, December 13, 2018. 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](http://www.salinasvalleyrecycles.org) ▶ Public Library Branches in Gonzales, Prunedale and Soledad. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meeting, please contact Erika J. Trujillo, 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  
OCTOBER 18, 2018

CALL TO ORDER

President Salinas called the meeting to order at 3:05 p.m.

ROLL CALL

The following Board Directors were present:

County of Monterey	Simon Salinas, President
County of Monterey	John M. Phillips
City of Salinas	Tony Barrera
City of Salinas	Gloria De La Rosa, Alt. Vice President
City of Salinas	Kimbley Craig
City of Gonzales	Elizabeth Silva
City of King	Robert Cullen, Vice President

The following Board Directors were absent:

City of Soledad	Christopher K. Bourke
City of Greenfield	Avelina Torres

Staff Members Present:

Patrick Mathews, General Manager/CAO  
Cesar Zuñiga, Asst. GM/Operation Manager  
Ray Hendricks, Finance and Administration Manager

Mandy Brooks, Resource Recovery Manager  
Michael Silva, Field Operations Supervisor I  
Erika J. Trujillo, Clerk of the Board  
Scott Gordon, General Counsel

MEETING ANNOUNCEMENTS

(3:05) President Salinas announced the availability of translation services. No member from the public requested the service.

GENERAL MANAGER COMMENTS

(3:05) None

DEPARTMENT MANAGER COMMENTS

(3:05) None

BOARD DIRECTORS COMMENTS

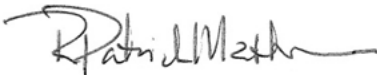
(3:06) None

PUBLIC COMMENT

(3:06) None

CONSENT AGENDA (3:07)

1. Minutes of September 20, 2018, Regular Meeting
2. August 2018 Claims and Financial Reports
3. Member and Interagency Activity Report for September 2018 and Upcoming Events
4. Strategic Plan 2016-19 Goals & Objectives Monthly Progress Report
5. September 2018 Quarterly Investments Report

ITEM NO. 1
Agenda Item

General Manager/CAO
S. Gordon by et
General Counsel Approval

6. 2018 Third Quarter Customer Service Results and Twelve-Month Comparison
7. Resolution No. 2018 – 33 Approving the Regular Board of Directors and Executive Committee Meetings Calendar for 2019
8. Resolution No. 2018 – 34 Approving Supplemental Appropriation of \$21,782 for CalRecycle's Beverage Container Recycling City/County Payment Program 2017-18
9. Report on Opportunities of Project-Specific Grants for Infrastructure
10. Resolution No. 2018 – 35 Authorizing the Release of a Request for Proposal for Conducting a Waste Characterization Study Not to Exceed \$150,000
11. Resolution No. 2018 – 36 Identifying the Designated Positions and Disclosure Categories for the Designated Positions of the Authority's Conflict of Interest Code Superseding Resolution 2017-31

Board Comments: None

Public Comment: None

Motion: Director Barrera made a motion to approve the consent agenda as presented. Director Cullen seconded the motion.

Votes: Motion carried 7,0

Ayes: Salinas, Phillips, De La Rosa, Barrera, Craig, Silva, Cullen

Noes: None

Abstain: None

Absent: Bourke, Torres

#### PRESENTATION

12. COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2018  
(3:08) Finance and Administration Manager Hendricks presented a report on the annual financial audit for the Authority. Mr. Hendricks indicated that once again the Authority did not receive a management letter and that the Authority's net position went from a deficit to a positive net position. (3:11) Patricia Kaufman, with McGilloway, Ray Brown & Kaufman, provided a clean opinion of the Authority's finances. She indicated all accounting standards were met, timelines were met, and that she had no problems working with management, encouraging the agency to once again apply for the Certificate of Achievement for Excellence in Financial Reporting award.

Board Comments: The Board discussed

Public Comment: None

Motion: None; Information only

#### FUTURE AGENDA ITEMS

13. AGENDA ITEMS – VIEW AHEAD SCHEDULE  
(3:08) The Board reviewed the future agenda items.

#### STRATEGIC PLANNING

14. BOARD OF DIRECTORS WORKSHOP TO IDENTIFY NEW TWELVE-MONTH OBJECTIVES  
(3:20) Facilitator Brigid McGrath Massie lead the strategic planning workshop.

- A. WELCOME BY BOARD PRESIDENT SIMÓN SALINAS  
President Salinas welcomed attendees.

B. INTRODUCTION OF THE FACILITATOR

Mrs. Massie introduced herself.

C. ROLE OF FACILITATOR, RETREAT “**R**ULES”, RESEARCH INSIGHTS

Mrs. Massie outlined the attendees' roles, the retreat agenda, and reviewed rules of the retreat.

D. BOARD OF DIRECTORS STRATEGIC PLANNING GROUP DISCUSSION

- a. Salinas Valley Solid Waste Authority at the Crossroads
- b. Critical path Development and Analysis

Break

(4:10) Break

Reconvene

(4:18) The workshop was resumed.

- c. Action Planning and Formulation of Objectives for the Next 12 Months

Board Comment: The Board reviewed the current Strategic Plan goals. They identified and commented on barriers and driving forces of the agency. They discussed new twelve-month strategic plan actions.

Board Actions: By consensus the Board identified four strategic plan actions for the agency;

- Finalize and present to the Board's of the Salinas Valley Solid Waste Authority and the Monterey Regional Waste Management District a Memorandum of Understanding regarding Collaboration and Shared Use of Infrastructure once all stakeholder input is received.
- At the November Board meeting, present a new Environmental Impact Report (EIR) Project Description that includes multiple options for the repurposing of Madison Lane Transfer Station.
- Restart CEQA-EIR studies as well as the Financial Impact Analysis to analyze collaboration opportunities, closing down of the Sun Street Transfer Station, and the re-purposing of Madison Lane Transfer Station.
- Identify a potential buyer for Sun Street Transfer Station.

E. PUBLIC COMMENT



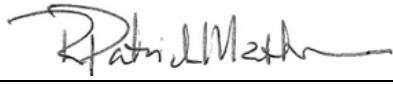
(5:50) None

ADJOURN

(5:51) President Salinas adjourned the meeting.

APPROVED: \_\_\_\_\_  
Simón Salinas, President

Attest: \_\_\_\_\_  
Erika J. Trujillo, Clerk of the Board

 <p>Report to the Board of Directors</p>	<p>ITEM NO. 2</p>
<p>Date: November 15, 2018</p> <p>From: C. Ray Hendricks, Finance and Administration Manager</p> <p>Title: September 2018 Claims and Financial Reports</p>	<p></p> <p>Finance and Administration Manager/Controller-Treasurer</p> <p></p> <p>General Manager/CAO</p> <p>N/A</p> <p>General Counsel</p>

## RECOMMENDATIONS

The Executive Committee recommends acceptance of the September 2018 Claims and Financial Reports.

## DISCUSSION & ANALYSIS

Please refer to the attached financial reports and checks issued report for the month of August for a summary of the Authority's financial position as of September 30, 2018. The following are highlights of the Authority's financial activity for the month of September.

### Results of Operations (Consolidated Statement of Revenues and Expenditures)

For the month of September 2018, operating revenues exceeded expenditures by \$985,953. Fiscal year 2018-19 to date operating expenditures exceeded revenues by \$228,081.

### Revenues (Consolidated Statement of Revenues and Expenditures)

After three months of the fiscal year, (25% of the fiscal year), revenues total \$5,692,760 or 28.9% of the total annual revenues forecast of \$19,720,275. September Tipping Fees totaled \$1,215,513 and for the year to date totaled \$3,868,611, or 30.5% of the forecasted total of \$12,672,500.

### Operating Expenditures (Consolidated Statement of Revenues and Expenditures)

As of September 30, (25% of the fiscal year), year-to-date operating expenditures total \$5,920,841. This is 31.4% of the operating budget of \$18,860,000.

### Capital Project Expenditures (Consolidated Grant and CIP Expenditures Report)

For the month of September 2018, capital project expenditures totaled \$114,547. \$70,337 was for the Organics Program at Johnson Canyon. \$37,883 was for the Johnson Canyon Landfill Module 7 Engineering and Construction.

### Claims Checks Issued Report

The Authority's Checks Issued Report for the month of September 2018 is attached for review and acceptance. September disbursements total \$961,771.42 of which \$439,461.17 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 September 2018.

Vendor	Services	Amount
VISION RECYCLING INC	Greenwaste & C&D Processing for SS & JC	\$95,955.68
PHILIP HERNANDEZ (COAST TO VALLEY RESTORATION)	Organics Concrete Pad Installation at JC	\$67,150.00
WASTE MANAGEMENT INC	Salinas Franchise Waste Transportation	\$64,270.83

#### Cash Balances

The Authority's cash position increased \$1,065,733.35 during September to \$26,808,453.65. Most of the cash balance is restricted, held in trust, committed, or assigned as shown below. The debt principal and interest payments totaling \$2,790,380 on August 1, 2018 substantially reduced cash available for operations. This will be recovered over the next few months from profitable operations.

#### Restricted by Legal Agreements:

Johnson Canyon Closure Fund	4,235,614.78
State & Federal Grants	(179,162.67)
BNY - Bond 2014A Payment	-
BNY - Bond 2014B Payment	-
BNY - Sub Pmt Cap One 2014 Eq Lease	-
GEO Deposit (CEQA)	(16,064.59)

#### Funds Held in Trust:

Central Coast Media Recycling Coalition	116,636.74
Employee Unreimbursed Medical Claims	5,223.08

#### Committed by Board Policy:

AB939 Services	630,193.30
Undesignated Reserves	2,461,953.72
Designated for Capital Projects Reserve	2,109,746.21
Designated for Environmental Impairment Re	861,776.73
Designated for Operating Reserve	861,776.73
Expansion Fund (South Valley Revenues)	8,307,636.36
Salinas Rate Stabilization Fund	24,324.06

#### Assigned by Budget:

Assigned for Capital Projects	8,892,433.08
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Available for Operations: (1,503,633.88)

Total	<u><u>26,808,453.65</u></u>
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#### ATTACHMENTS

1. September 2018 Consolidated Statement of Revenues and Expenditures
2. September 2018 Consolidated Grant and CIP Expenditures Report
3. September 2018 Checks Issued Report



# Salinas Valley Solid Waste Authority

## Consolidated Statement of Revenues and Expenditure

### For Period Ending September 30, 2018

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
<b><u>Revenue Summary</u></b>							
Tipping Fees - Solid Waste	12,672,500	1,215,513	3,868,611	30.5 %	8,803,889	0	8,803,889
Tipping Fees - Surcharge	1,849,550	156,537	522,741	28.3 %	1,326,809	0	1,326,809
Tipping Fees - Diverted Materials	2,029,525	154,956	514,437	25.3 %	1,515,088	0	1,515,088
AB939 Service Fee	2,319,700	193,308	579,924	25.0 %	1,739,776	0	1,739,776
Charges for Services	144,000	7,949	26,706	18.5 %	117,294	0	117,294
Sales of Materials	265,000	42,235	69,794	26.3 %	195,206	0	195,206
Gas Royalties	240,000	70,394	70,394	29.3 %	169,606	0	169,606
Investment Earnings	200,000	6,483	24,003	12.0 %	175,997	0	175,997
Other Non-Operating Revenue	0	15,962	16,150	0.0 %	(16,150)	0	(16,150)
<b>Total Revenue</b>	<b>19,720,275</b>	<b>1,863,337</b>	<b>5,692,760</b>	<b>28.9 %</b>	<b>14,027,515</b>	<b>0</b>	<b>14,027,515</b>
<b><u>Expense Summary</u></b>							
Executive Administration	453,600	28,048	83,881	18.5 %	369,719	4,162	365,557
Administrative Support	433,100	26,971	116,119	26.8 %	316,981	134,577	182,404
Human Resources Administration	201,100	15,208	46,660	23.2 %	154,440	1,047	153,393
Clerk of the Board	175,400	10,548	39,877	22.7 %	135,523	3,205	132,318
Finance Administration	777,400	49,271	168,928	21.7 %	608,472	8,237	600,235
Operations Administration	466,100	29,943	96,547	20.7 %	369,553	11,331	358,221
Resource Recovery	928,200	62,893	204,062	22.0 %	724,138	4,597	719,541
Marketing	75,000	3,795	7,570	10.1 %	67,430	63,725	3,705
Public Education	228,500	3,988	15,091	6.6 %	213,409	73,056	140,352
Household Hazardous Waste	811,600	36,461	120,390	14.8 %	691,210	51,128	640,082
C & D Diversion	150,000	19,147	19,147	12.8 %	130,853	130,853	0
Organics Diversion	1,037,900	76,809	147,784	14.2 %	890,116	760,216	129,900
Diversion Services	10,000	0	1,950	19.5 %	8,050	0	8,050
JR Transfer Station	506,300	30,245	114,552	22.6 %	391,748	63,558	328,190



# Salinas Valley Solid Waste Authority

## Consolidated Statement of Revenues and Expenditure

### For Period Ending September 30, 2018

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
JR Recycling Operations	173,400	7,456	26,692	15.4 %	146,708	3,212	143,496
ML Transfer Station	500,000	78,765	179,413	35.9 %	320,587	373,304	(52,717)
SS Disposal Operations	1,067,200	57,733	267,835	25.1 %	799,365	180,207	619,158
SS Transfer Operations	1,207,900	67,871	289,363	24.0 %	918,537	373,013	545,524
SS Recycling Operations	768,500	50,006	156,035	20.3 %	612,465	93,437	519,028
JC Landfill Operations	2,734,400	144,961	566,678	20.7 %	2,167,722	686,559	1,481,163
JC Recycling Operations	395,700	19,155	67,305	17.0 %	328,395	17,170	311,225
Crazy Horse Postclosure Maintenance	546,600	7,020	85,079	15.6 %	461,521	178,058	283,463
Lewis Road Postclosure Maintenance	243,400	3,064	45,034	18.5 %	198,366	79,995	118,371
Johnson Canyon ECS	333,300	11,991	39,472	11.8 %	293,828	140,133	153,695
Jolon Road Postclosure Maintenance	241,800	3,820	129,605	53.6 %	112,195	19,428	92,767
Sun Street ECS	191,500	6,202	12,679	6.6 %	178,821	55,109	123,712
Debt Service - Interest	1,550,600	0	796,764	51.4 %	753,836	0	753,836
Debt Service - Principal	2,383,200	0	1,993,616	83.7 %	389,584	0	389,584
Closure Set-Aside	268,300	26,015	82,712	30.8 %	185,588	0	185,588
Total Expense	18,860,000	877,384	5,920,841	31.4 %	12,939,159	3,509,319	9,429,841
Revenue Over/(Under) Expenses	860,275	985,953	(228,081)	-26.5 %	1,088,356	(3,509,319)	4,597,675



# Salinas Valley Solid Waste Authority

## Consolidated Grant and CIP Expenditure Report

### For Period Ending September 30, 2018

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
<b>Fund 180 - Expansion Fund</b>							
180 9804 Long Range Facility Needs EIR	352,431	0	7,762	2.2 %	344,669	0	344,669
180 9806 Long Range Financial Model	55,620	1,337	3,776	6.8 %	51,844	23,459	28,385
180 9807 GOE Autoclave Final Project	100,000	0	0	0.0 %	100,000	0	100,000
<b>Total Fund 180 - Expansion Fund</b>	<b>508,051</b>	<b>1,337</b>	<b>11,538</b>	<b>2.3 %</b>	<b>496,513</b>	<b>23,459</b>	<b>473,054</b>
<b>Fund 211 - Grants</b>							
211 9213 Tire Amnesty 2017-18	21,032	3,600	3,936	18.7 %	17,096	0	17,096
211 9214 Organics Program 2016-17	1,146,717	70,337	79,387	6.9 %	1,067,330	83,984	983,346
211 9216 AB2766 Motor Vehicle Emission Re	379,335	0	0	0.0 %	379,335	0	379,335
211 9247 Cal Recycle - CCPP	72,858	301	301	0.4 %	72,557	0	72,557
211 9252 Cal Recycle - 2016-17 CCPP	26,196	1,089	2,849	10.9 %	23,347	0	23,347
<b>Total Fund 211 - Grants</b>	<b>1,646,139</b>	<b>75,327</b>	<b>86,473</b>	<b>5.3 %</b>	<b>1,559,666</b>	<b>83,984</b>	<b>1,475,682</b>
<b>Fund 216 - Reimbursement Fund</b>							
216 9802 Autoclave Demonstration Unit	141,499	0	0	0.0 %	141,499	0	141,499
216 9804 Long Range Facility Needs EIR	180,062	0	0	0.0 %	180,062	0	180,062
<b>Total Fund 216 - Reimbursement Fund</b>	<b>321,560</b>	<b>0</b>	<b>0</b>	<b>0.0 %</b>	<b>321,560</b>	<b>0</b>	<b>321,560</b>
<b>Fund 800 - Capital Improvement Projects Fu</b>							
800 9103 Closed Landfill Revenue Study	24,831	0	0	0.0 %	24,831	0	24,831
800 9104 Organics System Expansion Study	19,010	0	0	0.0 %	19,010	0	19,010
800 9105 Concrete Grinding	120,000	0	0	0.0 %	120,000	0	120,000
800 9106 Waste Composition Study	150,000	0	0	0.0 %	150,000	0	150,000
800 9316 CH Corrective Action Program	253,000	0	0	0.0 %	253,000	0	253,000
800 9319 CH LFG System Improvements	116,500	0	0	0.0 %	116,500	0	116,500
800 9401 LR LFG Replacement	5,000	0	0	0.0 %	5,000	0	5,000
800 9402 LFG Well Replacement	30,000	0	0	0.0 %	30,000	0	30,000
800 9506 JC Litter Control Barrier	61,343	0	6,963	11.4 %	54,380	0	54,380





# Salinas Valley Solid Waste Authority

## Consolidated Grant and CIP Expenditure Report

### For Period Ending September 30, 2018

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
800 9507 JC Corrective Action	225,000	0	0	0.0 %	225,000	0	225,000
800 9508 JC Drainage Modifications	200,000	0	0	0.0 %	200,000	0	200,000
800 9510 JC LFG System (Vertical Wells)	30,234	0	0	0.0 %	30,234	0	30,234
800 9511 JC LFG System (Horizontal Wells)	30,063	0	0	0.0 %	30,063	0	30,063
800 9526 JC Equipment Replacement	130,900	0	0	0.0 %	130,900	0	130,900
800 9527 JC Module 7 Engineering and Cons	4,933,506	37,883	82,893	1.7 %	4,850,613	38,632	4,811,981
800 9528 JC Roadway Improvements	2,218,937	0	0	0.0 %	2,218,937	0	2,218,937
800 9601 JR Transfer Station Improvements	83,399	0	0	0.0 %	83,399	0	83,399
800 9603 JC Well Replacement	75,000	0	0	0.0 %	75,000	0	75,000
800 9701 SSTs Equipment Replacement	222,575	0	0	0.0 %	222,575	25,313	197,262
800 9703 SSTs Improvements	41,014	0	0	0.0 %	41,014	0	41,014
<b>Total Fund 800 - Capital Improvement Proje</b>	<b>8,970,312</b>	<b>37,883</b>	<b>89,856</b>	<b>1.0 %</b>	<b>8,880,456</b>	<b>63,945</b>	<b>8,816,510</b>
<b>Total CIP Expenditures</b>	<b>11,446,062</b>	<b>114,547</b>	<b>187,866</b>	<b>1.6 %</b>	<b>11,258,195</b>	<b>171,388</b>	<b>11,086,807</b>

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 9/1/2018 to 9/30/2018**

Check #	Name	Check Date	Amount	Check Total
21113	OFFICE DEPOT ALL SITES OFFICE SUPPLIES	9/12/2018	3,503.43	3,503.43
21114	**VOID**	9/12/2018	-	-
21115	PHILIP HERNANDEZ CONCRETE PAD INSTALLATION AT JC	9/12/2018	67,150.00	67,150.00
21116	SWANA CALIFORNIA GOLD RUSH CHAPTER SWANA COMPOSITING REGISTRATION: PATRICK MATHEWS	9/12/2018	1,199.00	1,199.00
21117	A & G PUMPING, INC JRTS PORTABLE TOILETS	9/18/2018	211.65	211.65
21118	ALWAYS TOWING & RECOVERY, INC SS VEHICLE MAINTENANCE	9/18/2018	350.00	350.00
21119	AMERICAN SUPPLY CO. ALL SITES JANITORIAL SUPPLIES	9/18/2018	139.86	139.86
21120	AON RISK INSURANCE SERVICES WEST, INC . WORKER'S COMP	9/18/2018	17,164.00	17,164.00
21121	AT&T INTERNET SERVICES JC INTERNET SERVICE	9/18/2018	70.00	70.00
21122	AT&T MOBILITY FINANCE INTERNET SERVICE	9/18/2018	43.23	43.23
21123	BANK OF NEW YORK FINANCE SERVICE FEES	9/18/2018	1,250.00	1,250.00
21124	BARTEL ASSOCIATES, LLC FINANCE ACTUARIAL SERVICES	9/18/2018	1,280.00	1,280.00
21125	BC LABORATORIES, INC ALL SITES LAB WATER ANALYSIS	9/18/2018	1,626.86	1,626.86
21126	CARDLOCK FUELS SYSTEM, INC. SS, JC & JR FUEL	9/18/2018	31,028.99	31,028.99
21127	CH2M HILL, INC LONG RANGE FINANCIAL MODEL	9/18/2018	1,337.00	1,337.00
21128	CITY OF GONZALES JC WATER SERVICES MONTHLY HOSTING FEE	9/18/2018	95.51 20,833.33	20,928.84
21129	COAST COUNTIES TRUCK & EQUIPMENT CO. SSTS VEHICLE MAINTENANCE	9/18/2018	349.50	349.50
21130	CONCERN: EMPLOYEE ASSISTANCE PROGRAM CONCERN EAP ANNUAL INVOICE	9/18/2018	4,100.00	4,100.00
21131	CUTTING EDGE SUPPLY JC & SS EQUIPMENT MAINTENANCE	9/18/2018	1,255.07	1,255.07
21132	D-LUX SCREEN PRINTING INC RR-RECYCLING LABELS	9/18/2018	1,034.80	1,034.80

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 9/1/2018 to 9/30/2018**

Check #	Name	Check Date	Amount	Check Total
21133	DOUGLAS NOLAN ROCK STEADY JUGGLING SCHOOL ASSEMBLY PROGRAM	9/18/2018	2,750.00	2,750.00
21134	EAST BAY TIRE CO. SS EQUIPMENT MAINTENANCE	9/18/2018	418.00	418.00
21135	ELIA ZAVALA AGODA.COM: CONFERENCE LODGING	9/18/2018	261.55	261.55
21136	ERNESTO NATERA TRAINING: PER DIEM	9/18/2018	108.00	108.00
21137	FULL STEAM STAFFING LLC SS, JC & JR CONTRACT LABOR	9/18/2018	7,190.64	7,190.64
21138	GEOLOGIC ASSOCIATES, INC. JC ENGINEERING SERVICES	9/18/2018	20,507.75	20,507.75
21139	GOLDEN STATE TRUCK & TRAILER REPAIR SS, JC & JR VEHICLE MAINTENANCE	9/18/2018	3,377.18	3,377.18
21140	GONZALES ACE HARDWARE JC VEHICLE MAINTENANCE	9/18/2018	173.60	173.60
21141	GRAINGER JC FACILITY MAINTENANCE	9/18/2018	1,318.86	1,318.86
21142	GREEN RUBBER - KENNEDY AG, LP JC & SS FACILITY MAINTENANCE	9/18/2018	1,274.80	1,274.80
21143	GUERITO MONTHLY PORTABLE TOILET SERVICE	9/18/2018	1,028.00	1,028.00
21144	GUILLERMINA GUTIERREZ REIMBURSEMENT OFFICE SUPPLIES	9/18/2018	34.31	34.31
21145	HD SUPPLY CONSTRUCTION SUPPLY, LTD BRANCH #6186 CH FACILITY MAINTENANCE JC SAFETY SUPPLIES	9/18/2018	851.06 66.80	917.86
21146	HOPE SERVICES SSTS LITTER ABATEMENT	9/18/2018	13,590.01	13,590.01
21147	INFINITY STAFFING SERVICES, INC. SS & JC CONTRACT LABOR	9/18/2018	3,444.00	3,444.00
21148	JOHNSON ASSOCIATES JC EQUIPMENT MAINTENANCE	9/18/2018	654.41	654.41
21149	KING CITY CHAMBER OF COMMERCE & AGRICULTURE KING CITY CHAMBER COMMUNITY RESOURCE SPONSORSHIP	9/18/2018	75.00	75.00
21150	KING CITY HARDWARE INC. JRTS FACILITY MAINTENANCE	9/18/2018	105.56	105.56
21151	LUIS AGUILERA BUDDY LUNCH - WEEK 3	9/18/2018	36.00	36.00
21152	LUIS AGUILERA BUDDY LUNCH - WEEK 1	9/18/2018	36.00	36.00

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 9/1/2018 to 9/30/2018**

Check #	Name	Check Date	Amount	Check Total
21153	LUIS AGUILERA BUDDY LUNCH - WEEK 2	9/18/2018	36.00	36.00
21154	LUIS AGUILERA BUDDY LUNCH - WEEK 4	9/18/2018	36.00	36.00
21155	MANUEL PEREA TRUCKING, INC. JR EQUIPMENT RENTAL SS EQUIPMENT RENTAL	9/18/2018	350.00 200.00	550.00
21156	MANUEL TINAJERO JC LANDSCAPING SERVICES	9/18/2018	2,250.00	2,250.00
21157	MARTA M. GRANADOS 2018-19 INTERPRETING SERVICES: PUBLIC MEETINGS	9/18/2018	180.00	180.00
21158	MCMASTER-CARR SUPPLY COMPANY SS FACILITY MAINTENANCE	9/18/2018	502.92	502.92
21159	METECH RECYCLING, INC. RR E-WASTE HAULING	9/18/2018	987.10	987.10
21160	MONTEREY AUTO SUPPLY INC SS VEHICLE MAINTENANCE	9/18/2018	200.45	200.45
21161	MONTEREY BAY OFFICE PRODUCTS ADMIN EQUIPMENT MAINTENANCE	9/18/2018	355.06	355.06
21162	MONTEREY COUNTY SHERIFF'S OFFICE JR ALARM PERMIT	9/18/2018	30.00	30.00
21163	MONTEREY NEWSPAPERS PARTNERSHIP RECRUITMENT: 2 POSITIONS	9/18/2018	1,545.58	1,545.58
21164	MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY SS SEWER FEES	9/18/2018	33.12	33.12
21165	NEXIS PARTNERS, LLC MONTHLY ADMIN BUILDING RENT	9/18/2018	9,212.00	9,212.00
21166	SPRINT NEXTEL SS & JR CELL PHONE SERVICES	9/18/2018	259.22	259.22
21167	OFFICE DEPOT ALL SITES OFFICE SUPPLIES	9/18/2018	795.85	795.85
21168	ONE STOP AUTO CARE/V & S AUTO CARE, INC VEHICLE MAINTENANCE	9/18/2018	991.93	991.93
21169	PACIFIC GAS AND ELECTRIC COMPANY ALL SITES ELECTRICAL SERVICES	9/18/2018	8,519.56	8,519.56
21170	PENINSULA MESSENGER LLC ALL SITES COURIER SERVICES	9/18/2018	638.00	638.00
21171	PINNACLE MEDICAL GROUP NEW HIRE PHYSICAL	9/18/2018	75.00	75.00
21172	PURE WATER BOTTLING ALL SITES BOTTLED WATER	9/18/2018	360.90	360.90

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 9/1/2018 to 9/30/2018**

Check #	Name	Check Date	Amount	Check Total
21173	QUINN COMPANY SS, JC & JR EQUIPMENT MAINTENANCE	9/18/2018	15,832.02	15,832.02
21174	**VOID**	9/18/2018	-	-
21175	**VOID**	9/18/2018	-	-
21176	RAMON N VALLEJO New Hire Backgrounds	9/18/2018	114.00	114.00
21177	REPUBLIC SERVICES #471 OFFICE MONTHLY WASTE DISPOSAL	9/18/2018	74.36	74.36
21178	RODOLFO RAMIREZ AYALA SS, JC & JR VEHICLE MAINTENANCE	9/18/2018	1,260.00	1,260.00
21179	ROSSI BROS TIRE & AUTO SERVICE SS, JC & JR VEHICLE MAINTENANCE	9/18/2018	2,468.80	2,468.80
21180	**VOID**	9/18/2018	-	-
21181	SALINAS NEWSPAPERS, INC. RECRUITMENT ADS LEGAL NOTICES	9/18/2018	1,711.30 249.13	1,960.43
21182	SCS FIELD SERVICES JC, CH & LR ENGINEERING SERVICES	9/18/2018	925.00	925.00
21183	SHARPS SOLUTIONS, LLC HHW HAULING & DISPOSAL	9/18/2018	200.00	200.00
21184	SHRED-IT US JV LLC. ADMIN SHREDDING SERVICES	9/18/2018	75.08	75.08
21185	SKINNER EQUIPMENT REPAIR, INC. JC & JR EQUIPMENT MAINTENANCE	9/18/2018	389.29	389.29
21186	SWANA CALIFORNIA GOLD RUSH CHAPTER SWANA COMPOSTING EXAM: PATRICK M.	9/18/2018	250.00	250.00
21187	TERRY KERSHNER VEHICLE REPAIR	9/18/2018	350.00	350.00
21188	TOYOTA MATERIAL HANDLING HHW EQUIPMENT MAINTENANCE	9/18/2018	752.01	752.01
21189	ULINE, INC. SS FACILITY MAINTENANCE	9/18/2018	217.34	217.34
21190	UNITED RENTALS (NORTHWEST), INC JR EQUIPMENT RENTAL	9/18/2018	484.62	484.62
21191	VALLEY FABRICATION, INC. JC ORGANICS CONSTRUCTION	9/18/2018	3,186.60	3,186.60

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 9/1/2018 to 9/30/2018**

Check #	Name	Check Date	Amount	Check Total
21192	VISION RECYCLING INC JC C&D DIVERSION SS GREENWASTE PROCESSING JC GREENWASTE PROCESSING	9/18/2018	19,147.02 55,683.86 21,124.80	95,955.68
21193	WASTE MANAGEMENT INC SALINAS FRANCHISE WASTE TRANSPORTATION	9/18/2018	64,270.83	64,270.83
21194	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION ALL SITES FUEL	9/18/2018	2,803.34	2,803.34
21195	ACE HARDWARE CORPORATION LR MAINTENANCE SUPPLIES	9/27/2018	27.05	27.05
21196	AMERICAN SUPPLY CO. ALL SITES JANITORIAL SUPPLIES	9/27/2018	29.61	29.61
21197	ARACELI GUTIERREZ WEEK 3 - BUDDY LUNCH	9/27/2018	38.00	38.00
21198	ARACELI GUTIERREZ WEEK 1 - BUDDY LUNCH	9/27/2018	38.00	38.00
21199	ARACELI GUTIERREZ WEEK 4 - BUDDY LUNCH	9/27/2018	38.00	38.00
21200	ARACELI GUTIERREZ WEEK 2 - BUDDY LUNCH	9/27/2018	38.00	38.00
21201	BLUE STRIKE ENVIRONMENTAL SALINAS VALLEY FIESTA DAYS RECYCLING	9/27/2018	3,400.00	3,400.00
21202	CALIFORNIA HIGHWAY ADOPTION CO. LITTER ABATEMENT	9/27/2018	550.00	550.00
21203	CARDLOCK FUELS SYSTEM, INC. SS, JC & JR FUEL	9/27/2018	13,921.32	13,921.32
21204	CLINTON HENDRICKS GFOA GAAP UPDATE	9/27/2018	19.00	19.00
21205	CSC OF SALINAS/YUMA SS & JC EQUIPMENT MAINTENANCE	9/27/2018	384.42	384.42
21206	DLT SOLUTIONS LLC AUTOCAD ANNUAL LICENSE RENEWAL	9/27/2018	1,868.74	1,868.74
21207	ERNESTO NATERA GFOA GAAP UPDATE	9/27/2018	19.00	19.00
21208	EXPRESS SAFETY INC SS SAFETY SUPPLIES	9/27/2018	39.96	39.96
21209	FEDEX OPS ADMIN OVERNIGHT SHIPPING	9/27/2018	76.41	76.41
21210	FULL STEAM STAFFING LLC JC & SS CONTRACT LABOR	9/27/2018	10,353.03	10,353.03
21211	GFOA - GOVERNMENT FINANCE OFFICERS ASSOCIATION ANNUAL GAAP UPDATE	9/27/2018	135.00	135.00

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 9/1/2018 to 9/30/2018**

Check #	Name	Check Date	Amount	Check Total
21212	GOLDEN STATE TRUCK & TRAILER REPAIR SS, JC & JR VEHICLE MAINTENANCE	9/27/2018	8,770.18	8,770.18
21213	GONZALES ACE HARDWARE JC FACILITY MAINTENANCE	9/27/2018	6.04	6.04
21214	GRAINGER HHW SAFETY SUPPLIES	9/27/2018	273.21	273.21
21215	INFINITY STAFFING SERVICES, INC. JC & SS CONTRACT LABOR	9/27/2018	8,077.13	8,077.13
21216	ISCO MACHINERY, INC. JC EQUIPMENT RENTAL	9/27/2018	9,439.20	9,439.20
21217	KING CITY HARDWARE INC. JRTS FACILITY MAINTENANCE	9/27/2018	15.23	15.23
21218	LIEBERT CASSIDY WHITMORE MONTHLY HR LEGAL SERVICES	9/27/2018	148.00	148.00
21219	MARINA POLICE ACTIVITIES LEAGUE COMMUNITY EVENT, SPONSORSHIP	9/27/2018	395.00	395.00
21220	MONICA AMBRIZ TRAINING: PER DIEM	9/27/2018	36.00	36.00
21221	MONTEREY BAY OFFICE PRODUCTS COPIER MAINTENANCE	9/27/2018	401.52	401.52
21222	PROBUILD COMPANY LLC SS & JC FACILITY MAINTENANCE	9/27/2018	4,000.32	4,000.32
21223	QUINN COMPANY SS, JC & JR EQUIPMENT MAINTENANCE	9/27/2018	212.86	212.86
21224	RETURNS R US, INC. PHARMACEUTICAL TAKE-BACK KIT ALLCARE PHARMACY	9/27/2018	450.00	450.00
21225	ROBERTO VILLALPANDO JC FACILITY MAINTENANCE	9/27/2018	850.00	850.00
21226	SAN BENITO SUPPLY, CONSTRUCTION, CONCRETE & QUARRY JR FACILITY MAINTENANCE	9/27/2018	2,482.81	2,482.81
21227	SOCIAL VOCATIONAL SERVICES, INC. JC LITTER ABATEMENT	9/27/2018	4,540.74	4,540.74
21228	SOUTH COUNTY NEWSPAPER ADMIN SUBSCRIPTIONS	9/27/2018	49.70	49.70
21229	TELCO BUSINESS SOLUTIONS MONTHLY NETWORK SUPPORT	9/27/2018	600.00	600.00
21230	THOMAS M BRUEN AUGUST LEGAL SERVICES	9/27/2018	2,925.52	2,925.52

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 9/1/2018 to 9/30/2018**

Check #	Name	Check Date	Amount	Check Total
21231	US BANK CORPORATE PAYMENT SYSTEM	9/27/2018		
	AMAZON : JC REPAIR SUPPLIES		208.57	
	AMAZON : CH FACILITY MAINTENANCE		801.60	
	LOWES : JC FACILITY MAINTENANCE		822.57	
	GOTO MEETING: ANNUAL SUBSCRIPTION		288.00	
	SUBWAY: BOARD OF DIRECTORS MEETING 8/16/18		77.95	
	WALMART: BOARD OF DIRECTORS MEETING 8/16/18		33.44	
	PUBLIC AGENCY RISK MAN. ASSOCI:CONF. REGISTRATION		350.00	
	COSTCO: OFFICE SUPPLIES		77.98	
	EXPERIAN:CREDIT CHECKS		89.90	
	CSDA: 2018 CONFERENCE REGISTRATION		575.00	
	CSUMB: SUPERVISOR TRAINING		1,080.00	
	CVS: SAFETY PROGRAM		529.75	
	SMART & FINAL: EXECUTIVE COMMITTEE MEETING SNACKS		40.11	
	CONSTANT CONTACT: RR OUTREACH		108.00	
	EXPEDIA: AIRFARE FOR CALPERS CONFERENCE		363.61	
	FACEBOOK: BOOSTED POST FOR TIRE AMNESTY EVENT		2.19	
	GAYLORD OPRYLAND: AIR/HOTEL TRANSPORATION		90.00	
	GRANT WRITING USA: REGISTRATION		455.00	
	INDEED: DIVERSION WORKER RECRUITMENT		48.52	
	HUGHESNET:JC & JR INTERNET SERVICE		171.61	
	ATT:JC INTERNET		246.33	
	COSTCO: OPS ALL SITE OFFICE SUPPLIES		34.63	
	COSTCO: OPS ALL SITE OFFICE SUPPLIES		15.64	
	AMAZON : JRTS VECTOR CONTROL		524.96	
	FEDEX:MAP LAMINATION		20.91	
	INTERMEDIA:MONTHLY EXCHANGE SERVER HOSTING		329.70	
	OAKLAND CON. CENTER: PARKING		210.00	
	OAKLAND MARRIOTT: CONFERENCE LODGING		420.00	
	OAKLAND MARRIOTT: CONFERENCE LODGING		173.52	
	OAKLAND MARRIOTT: TRAINING LODGING		593.52	
	MICROSOFT: OFFICE 365 ANNUAL SUBSCRIPTION		2,475.00	
	PARMA: CONFERENCE LODGING		226.98	
	AMAZON:UPS REPLACEMENT BATTERIES		42.98	
	SAFEWAY: EMPLOYEE COMMUNICATION		29.99	
	SHRM MEMBERSHIP RENEWAL		209.00	
	SMART N FINAL: ADM OFFICE SUPPLIES		21.46	
	HARBOR FRIEGHT : JC FACILITY MAINTENANCE		280.48	
	COSTCO: OPS ALL SITE OFFICE SUPPLIES		34.63	
	SUPERVISOR'S MANDATED TRAINING		29.00	
	AMAZON : SS & JC SUPPLIES		68.58	
	TENN TAXI - TRANSPORTATION TO WASTECON		32.00	
	VISTAPRINT: EMPLOYEE BUSINESS CARDS		38.88	
	ACTION RESEARCH: WORKSHOP REGISTRATION		645.00	
	ACTION RESEARCH: WORKSHOP REGISTRATION		645.00	
				13,561.99
21232	**VOID**	9/27/2018	-	
			-	-
21233	**VOID**	9/27/2018	-	
			-	-
21234	**VOID**	9/27/2018	-	
			-	-
21235	**VOID**	9/27/2018	-	
			-	-
21236	WEST COAST RUBBER RECYCLING, INC	9/27/2018		
	RR TIRE DIVERSION		3,600.00	
				3,600.00



**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 9/1/2018 to 9/30/2018**

Check #	Name	Check Date	Amount	Check Total
21237	ZIG AUTO PARTS DISTRIBUTING - A CALIFORNIA CORP. SS VEHICLE MAINTENANCE	9/27/2018	47.41	47.41
	Subtotal			<u>522,310.25</u>
	Payroll Disbursements			439,461.17
	Grand Total			<u><u>961,771.42</u></u>



## Report to the Board of Directors

ITEM NO. 3

N/A

Finance and Administration  
Manager/Controller-Treasurer

General Manager/CAO

N/A

General Counsel

Date: November 15, 2018

From: Mandy Brooks, Resource Recovery Manager

Title: Member and Interagency Activities Report for  
October 2018 and Upcoming Events

### RECOMMENDATION

Staff recommends the Board accept the report.

### STRATEGIC PLAN RELATIONSHIP

This report relates to the Strategic Plan Goal to promote the value of Salinas Valley Recycles' services and programs to the community. It is intended to keep the Board apprised of activities and communication with our member agencies and regulators.

#### Monterey County Environmental Health Bureau (Local Enforcement Agency - LEA)

The monthly inspection for the Sun Street Transfer Station was conducted on October 30 with no violations or areas of concern observed during the inspection. The LEA was notified that on Oct 16 Sun St exceeded its permitted tonnage limits by approximately 9 tons. No customers were turned away in an effort to prevent illegal dumping.

The monthly inspection for the Johnson Canyon Landfill was conducted on October 30 with no areas of concern noted. The LEA was notified on Oct 4 and Oct 9 that JC exceeded permitted tonnage limits on October 3, October 8, and October 9. The tonnage exceedances were due to bio-solids or sludge received from the City of Greenfield's cleanout of their wastewater ponds. No customers were turned away in an effort to prevent illegal dumping.

The notice of violation continued in October for the exceedance of methane concentration of 5% by volume for the Southern Boundary Probe 23. The probe readings at the time of the October inspection at the deep well depths were above the 5% compliance level. This was unexpected as all the readings in September were below compliance levels. Staff has re-evaluated and developed a revised plan to bring the probe back into compliance. The revised plan includes connection of horizontal wells, increasing header sizes on select wells, and operating both flares when the Ameresco generator is down. The weekly testing of the probe will continue.

The monthly inspection of the Jolon Road Transfer Station was completed on October 26 with no areas of concern or violations noted.

#### Gonzales Clothing Closet Stats

The Clothing Closet is a partnership between the Authority, The Salvation Army Service Extension, and the Gonzales Community Church to provide free clothing to families in need throughout the Salinas Valley. The table below summarizes October totals for the Clothing Closet's distributions.

Month	# of Volunteers	Hours	Clothing Items Distributed	# of Families Served	# of Family Members Served
Oct 2018	4	24.5	257	26	136

### Clean Up Event

In October, five community cleanup events were conducted with the results of three of those events listed below. The results from two September events are also included below.

- Soledad: Tri-Cities Disposal & Recycling conducted the fourth annual one-day Reuse, Recycle & Clean Up Day on Sept. 29 at the Soledad High School Parking Lot. Approximately 10.9 tons of trash and 12.2 tons of recyclable materials resulting in a 52% diversion rate for the event. Approximately 1,720 lbs. of ABOP (Antifreeze, Batteries, Motor Oil and Paint) waste materials were also collected during the event by SVR staff.
- San Ardo: Waste Management conducted a one-day cleanup on Sept 8 and collected approximately 4.3 tons of trash and 6.9 tons of recyclable materials resulting in a 62 % diversion rate for the event. Approximately 642 lbs. of ABOP (Antifreeze, Batteries, Motor Oil and Paint) waste materials were also collected during the event by SVR staff.
- Gonzales: Tri-Cities Disposal & Recycling conducted the annual two-day Reuse, Recycle & Clean Up Days on Oct. 13 & 14 at Fairview Middle School Parking Lot. Approximately 7.8 tons of trash and 10 tons of recyclable materials resulting in a 56% diversion rate for the event. Approximately 1,267 lbs. of ABOP (Antifreeze, Batteries, Motor Oil and Paint) waste materials were also collected on the Sat of the event by SVR staff.
- Greenfield: Tri-Cities Disposal & Recycling conducted the sixth annual one-day Reuse, Recycle & Clean Up Day on Oct. 20 at the Greenfield Memorial Hall Parking Lot. Approximately 8.3 tons of trash and 11.5 tons of recyclable materials resulting in a 58% diversion rate for the event. Approximately 2,160 lbs. of ABOP (Antifreeze, Batteries, Motor Oil and Paint) waste materials were also collected during the event by SVR staff.
- Gonzales: Tri-Cities & Disposal & Recycling conducted a Litter Abatement Event on Oct 27 that was staffed by approximately 20 volunteers supporting Gonzales High School ASB class. The volunteers collected 260 pounds of micro-trash and litter (e.g. cigarette butts, candy wrappers, straws, plastic bottle caps, etc.) throughout the entire downtown area over to the highway commercial shopping district.

### Current and Future Events with SVR Staff Participation (Opportunities for Board Member Participation)

Gonzales:    *No Nov. or Dec. Events Scheduled at this Time.*

Greenfield:    *No Nov. or Dec. Events Scheduled at this Time.*

King City:    11/3            Fall Clean Up & ABOP Collection Event, Mildred Ave  
                      11/15          Recycling Outreach, Various Businesses  
                      11/30          Christmas Parade, "A County Christmas", Broadway St

Salinas:       11/3            District 1 Neighborhood Clean Up Event  
                      11/3            Recycling Booth at NASA Family Cafe  
                      11/6            Waste Assessment, Alisal High School  
                      11/7            Composting & Recycling Presentations, Alisal High School  
                      11/9            Mann Packing Waste Sort, Sun St Transfer Station  
                      11/14          Composting & Recycling Presentations, Head Start Center  
                      11/25          Holiday Parade of Lights, S. Main St.  
                      12/6            Recycling Presentation at Sunflower Gardens

Soledad:	11/3 12/1	Fall Litter Abatement Collection Event, TBD Soledad Christmas Parade, Front St
Monterey County:	11/5 11/17	Composting Presentations, ALBA Farms Pajaro Fall Clean Up & ABOP Collection Event, Salinas Rd



## Report to the Board of Directors

ITEM NO. 4

Finance and Administration Manager,  
Controller/Treasurer

General Manager/CAO

N/A

General Counsel

Date: November 15, 2018

From: Elia Zavala, Contracts & Grants Analyst

Title: Tonnage and Diversion Report for the  
Quarter Ended September 30, 2018

### RECOMMENDATION

Staff recommends that the Board accept this report.

### STRATEGIC PLAN RELATIONSHIP

None. This is a routine information item.

### FISCAL IMPACT

Disposal fees account for 67% of the quarter revenue. For the quarter ending September 30, 2018, the Authority received \$2.58 million in disposal fees.

### DISCUSSION & ANALYSIS

#### TONNAGE LANDFILLED AND DIVERTED SUMMARY

The table below summarizes total tonnage processed and diverted by the Authority for quarter ended September 30, 2018. Compared to the 3<sup>rd</sup> quarter of 2017, the total tons processed decreased by 0.8% and diverted material decreased by 9.3%, resulting in a net increase of 4.7% tons landfilled. Notable changes during this quarter are a 32% decrease in alternative daily cover material, mostly in construction and demolition, and 39% decrease in asphalt and concrete. Large projects have a large effect on these materials, therefore the inbound tonnage is not typically consistent.

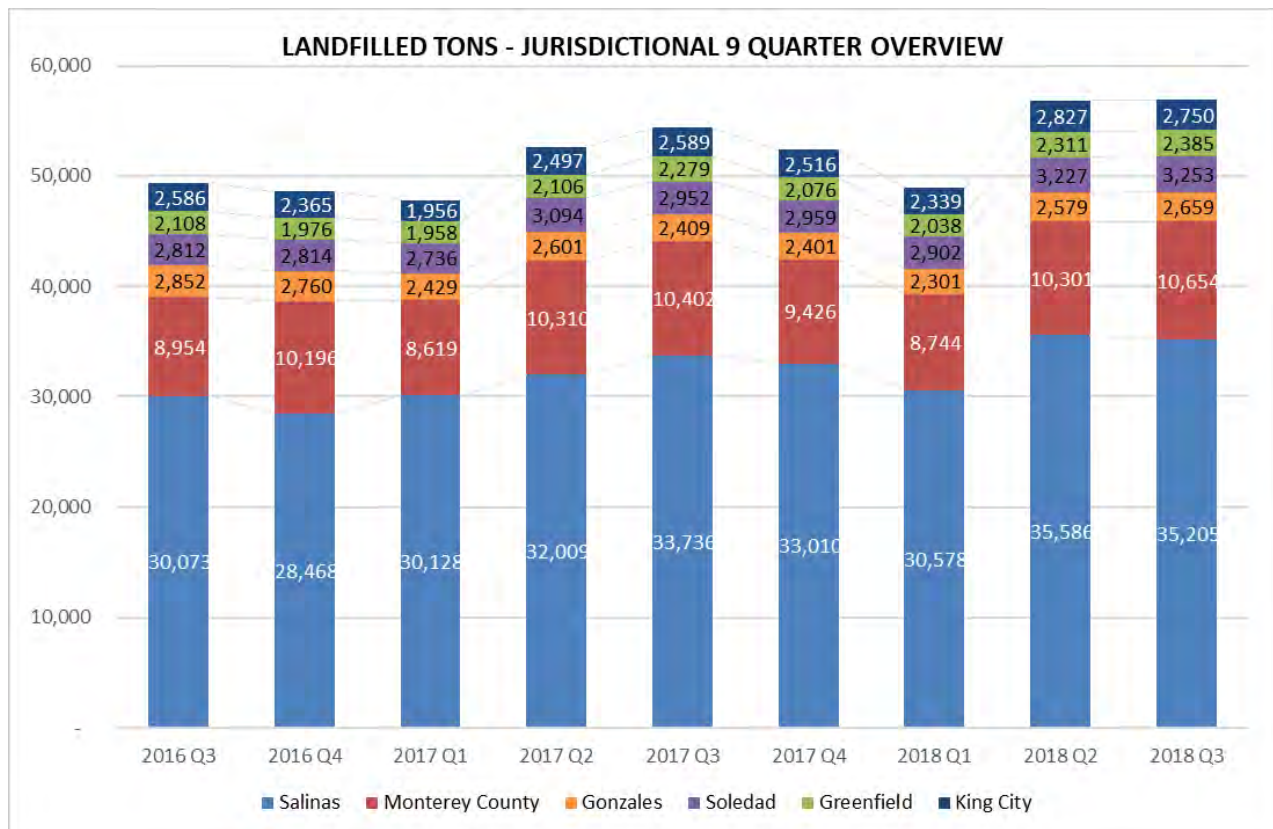
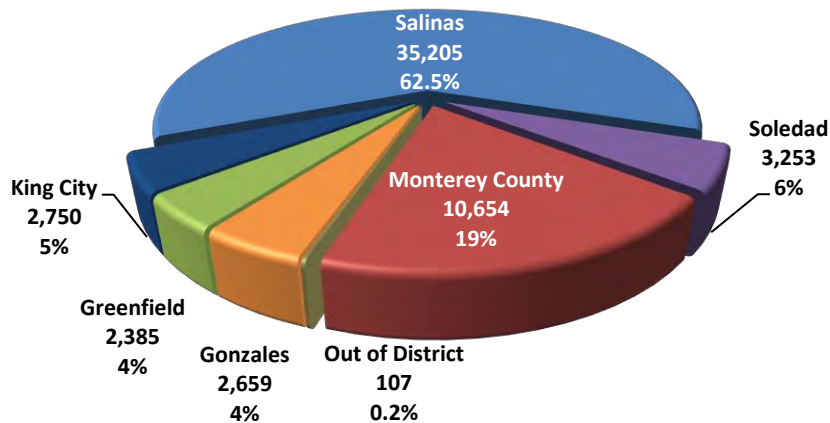
	Jul-Sep 2018		Jul-Sep 2017		Change in	%
	Tonnage	%	Tonnage	%	Tonnage	Change
Total Tons Processed	72,343		72,908		(565)	-0.8%
Less Used for ADC	4,151	5.7%	6,103	8.4%	(1,952)	-32.0%
Net Tons Processed	68,192		66,805		1,387	2.1%
Less Diverted Materials	7,086		6,854		232	3.4%
Less Beneficial Reuse	2,488		4,120		(1,632)	-39.6%
JC market materials	459		172		287	167.0%
SS market materials	970		1,031		(61)	-5.9%
JR market materials	175		150		25	16.9%
Total Diverted Materials	11,179	15.5%	12,327	16.9%	(1,148)	-9.3%
Total Landfilled	57,013	78.8%	54,478	74.7%	2,535	4.7%

### TONS LANDFILLED BY SERVICE AREA

The Authority landfilled 57,013 tons of solid waste for the quarter ended September 30, 2018, of which 56,906 were from the Authority service area. The City of Salinas accounts for 62.5% and the County accounts for 19% of the waste from the Authority service area. This quarter represents a 4.7% increase in landfilled materials from the previous year for the same period.

<u>Service Area</u>	<u>Jul-Sep 2018 Tonnage</u>	<u>Jul-Sep 2017 Tonnage</u>	<u>Change in Tonnage</u>	<u>% Change</u>
Authority Service Area	56,906	54,367	2,539	4.7%
Out of District	107	111	-4	-3.3%
Total Landfilled	57,013	54,478	2,535	4.7%

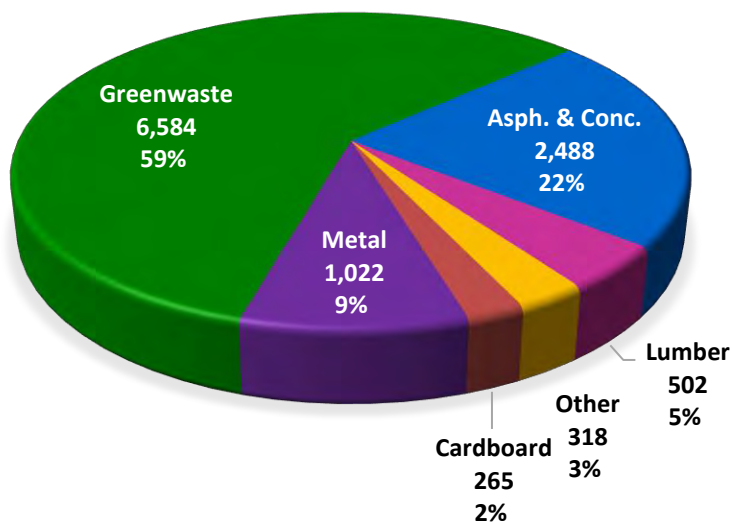
### **LANDFILLED TONS - 57,013 BY ORIGIN FOR QUARTER ENDED September 30, 2018**



#### DIVERTED MATERIALS

The chart below illustrates that the Authority diverted a total of 11,179 tons of materials for the quarter ended September 30, 2018. The diversion does not include tons of construction & demolition material, biosolids, and overs which are currently being used as Alternative Daily Cover (ADC) in the landfill. The chart includes 1,604 tons of recyclables salvaged from the waste stream at Authority facilities and sent directly to market (Johnson Canyon - 459 tons, Sun Street - 970 tons, and Jolon Road - 175 tons). The total tons of diverted materials for the quarter ended September 30, 2018 has resulted in a decrease of 1,148 tons or 9.3% over the same quarter of the previous year total of 12,327.

### **QUARTER ENDED SEPTEMBER 30, 2018 DIVERTED MATERIALS CHART - 11,179**



#### ATTACHMENTS

None



## Report to the Board of Directors

ITEM NO. 5

Finance and Administration Manager,  
Controller/Treasurer

General Manager/CAO

N/A

Legal Counsel

Date: November 15, 2018

From: C. Ray Hendricks, Finance and Administration Manager

Title: A Resolution Approving the Allocation of Cash Balances for Fiscal Year 2017-18, and Supplemental Appropriation for Pay Down of CalPERS Unfunded Actuarial Liability and Monterey County Litter Abatement Program

### RECOMMENDATION

The Executive Committee recommends that the Board adopt the resolution.

### STRATEGIC PLAN RELATIONSHIP

This is a routine annual financial item.

### FISCAL IMPACT

This item designates cash balances at year-end, 06-30-2018. A supplemental appropriation of \$1,003,000 will be made to pay down CalPERS Unfunded Actuarial Liability. An additional supplemental appropriation of \$50,000 will be made to fund half a year of Monterey's County Litter Abatement Program. Both of these supplemental appropriations will be funded using cash balances at 06-30-2018 prior to allocation to designated reserves in accordance with Board policy.

*(continued to next page)*



## DISCUSSION & ANALYSIS

To determine the cash balance at 06-30-2018, the total of cash and investments at 06-30-2018 was reduced by the funds held by legal agreements, committed by Board policy, held in trust, or previously assigned by Board direction. Calculations are as follows:

Cash Balance at 06-30-2018	<u>27,529,117.16</u>
<u>Restricted by Legal Agreement</u>	
JC Closure Fund	4,152,902.48
State Grants	(115,096.27)
Reimbursement Fund	(16,064.59)
<u>Funds Held in Trust</u>	
CCRMC Trust	71,270.34
Employees FSA Trust	5,299.29
<u>Committed by Board Policy</u>	
Expansion Fund	8,287,682.71
AB939 Fund Balance	592,526.80
Designated for Capital Projects Reserve	1,941,749.15
Designated for Operations Reserve	861,776.73
Designated for Environmental Impairment Reserve	861,776.73
<u>Assigned by Budget</u>	
Assigned for Capital Projects	<u>6,768,024.82</u>
Total Available for Surplus Allocation at 06-30-2018	<u>4,117,268.97</u>

The rate stabilization fund was previously used to reimburse Republic for the additional costs of direct hauling to the landfill. This reimbursement provision is no longer in place, since the Authority no longer charges Republic Services a transportation surcharge for direct hauling to the landfill. The \$24,324 remaining in the fund is being included in cash surpluses for reserve allocation.

On September 20, 2018, the Board approved \$1,630,991 in new CIPs to be funded from FY 2017-18 surplus.

Using \$1,003,000 of the remaining fund balance to pay off the Authority's unfunded retirement liability would save the Authority over \$1 million in interest payments over the scheduled amortization through 2045. CalPERS will implement a reduction of the discount rate from 7.25% to 7.00% in its next actuarial. This change will leave an estimated \$200,000 in unfunded liability that the Authority will begin to pay down during fiscal year FY 2019-20. Additionally, any gains or losses in investments from CalPERS, or changes in assumptions, will affect our funded status going forward. The budget will continue to have an allocation to pay off changes in in this liability in the shortest reasonable time frame possible.

After the budget was adopted, Monterey County requested funding for their litter abatement program. The Board supported funding this request. Since the budget had already been adopted, staff committed to assigning reserves to fund this item for half of FY 2018-19. \$50,000 represents half a year of this program. This item will require a rate increase to continue being fully funded starting in FY 2019-20.

Using the allocation percentage approved by the Board, after adjusting the balance for the supplemental CIP appropriations, and the paydown of CalPERS UAL fund balances are designated as follows:

Total Available for Surplus Allocation at 06-30-2018	4,117,268.97
Supplemental CIPs approved on 09-20-2018	(1,630,991.19)
Payoff of PERS UAL at 06-30-2018	(1,003,000.00)
Monterey County Litter Abatement Program	<u>(50,000.00)</u>
Adjusted Allocation Amount	<u><u>1,433,277.78</u></u>
Capital Projects Reserve	859,966.66
Operations Reserve	286,655.56
Environmental Impairment Reserve	<u>286,655.56</u>
Total Surplus Allocation	<u><u>1,433,277.78</u></u>

Following is a summary of the reserve balances at 11-15-2018, if approved by the Board, followed by a brief analysis.

Designated for Capital Projects Reserve

Balance at 06-30-2018	1,941,749.15
Partial Repayment of Reserve Loan from Jolon Road	167,997.06
FY 2017-18 Surplus Allocation	<u>859,966.66</u>
	<u><u>2,969,712.87</u></u>

During the FY 2016-17 budget process, to minimize the rate increase, the Board elected to use the CIP reserves to fund \$398,581 of the \$600,000 CIP for Jolon Road equipment needed to begin staff run operations at Jolon Road Transfer Station. The remaining amount was funded from budgeted operating surpluses. The FY 2018-19 budget included \$120,000 repayment, and another \$47,997.06 was repaid using remaining unused funds in this CIP. Another \$120,000 of the borrowed amount is scheduled to be paid in FY 2019-20.

Designated for Operations Reserve

Balance at 06-30-2018	861,776.73
FY 2017-18 Surplus Allocation	<u>286,655.56</u>
	<u><u>1,148,432.29</u></u>

The Operating Reserve goal is 15% of the Operations Budget. The \$1,148,433 balance is 6.1% of the \$18,860,000 FY 2018-19 Operations Budget.

Designated for Environmental Impairment Reserve

Balance at 06-30-2018	861,776.73
FY 2017-18 Surplus Allocation	<u>286,655.56</u>
	<u><u>1,148,432.29</u></u>

The Authority entered into financial assurance agreements for Corrective Action with CalRecycle. The agreements identify specific dollar amounts for which the Authority is potentially liable. Below is a table showing the engineer's calculations of the Authority's potential liability for site remediation (corrective action).

<u>Landfill-Action</u>	<u>Capital Improvements</u>	<u>Maintenance</u>	<u>Contingency</u>	<u>Total</u>
Johnson Canyon	\$ 433,796	\$ 368,580	\$ -	\$ 802,376
Crazy Horse	3,388,139	7,669,973	-	11,058,112
Jolon Road	-	1,516,869	-	1,516,869
Lewis Road	127,798	235,389	36,454	399,641
Total Corrective Actions	<u>\$ 3,949,733</u>	<u>\$ 9,790,811</u>	<u>\$ 36,454</u>	<u>\$ 13,776,998</u>

\* Maintenance period covers up to 30 years

The above amounts represent the worst case scenario if all the sites were to have a release, which is very unlikely.

Under the financial assurance agreements with CalRecycle, the Authority has covenanted that it will provide the necessary funding if and when required. This means that the Authority would increase rates as necessary to cover the above expenses. However, it is highly unlikely that all three sites would need corrective action at the same time. The funding goal is the Capital Improvement costs at Crazy Horse, the highest of the three sites. The \$1,148,432 balance is 33.9% of the \$3.39 million capital funding goal for Corrective Action at Crazy Horse.

BACKGROUND

On April 17, 2014, the Board approved the updated financial policies. Section 3 (Fund Balance/Reserves) of this document designates how fund balance will be allocated.

1. Operating Reserves (20%)
2. Capital Projects Reserves (60%)
3. Environmental Impairment Reserves (20%)

Any allocation outside of the prescribed methodology or transfers between reserves must be approved by the Board.

ATTACHMENT(S)

1. Resolution
2. Exhibit A - Allocation of Cash Balances for FY 2017-18 Sheet
3. Resolution 2014-11

## RESOLUTION NO. 2018 –

### A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING THE ALLOCATION OF CASH BALANCES FOR FISCAL YEAR 2017-18 AND SUPPLEMENTAL APPROPRIATION FOR PAYDOWN OF CALPERS UNFUNDED ACTUARIAL LIABILITY AND MONTEREY COUNTY LITTER ABATEMENT PROGRAM

WHEREAS, the Board of Directors of the Salinas Valley Solid Waste Authority approved the revised financial policies by adoption of Resolution No. 2014-11; and,

WHEREAS, the Fiscal Year 2017-18 fund balance is to be allocated as follows: Operating Reserves (20%), Capital Projects Reserves (60%), and Environmental Impairment Reserves (20%); and,

WHEREAS, the rate stabilization fund is no longer needed; and,

WHEREAS, on September 20, 2018, the Board approved \$1,630,991 in new CIPs to be funded from FY 2017-18 fund balance; and,

WHEREAS, using \$1,003,000 of the remaining fund balance to pay off the Authority's unfunded retirement liability would save the Authority \$1.1 million in interest payments over the scheduled amortization through 2045; and,

WHEREAS, on June 21, 2018, the Board of Directors approved assisting the County of Monterey with funding for its litter abatement program;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Salinas Valley Solid Waste Authority, that the allocation of cash balances for FY 2017-18, attached hereto and marked "Exhibit A" is hereby approved; and,

BE IT FURTHER RESOLVED, that the rate stabilization fund be closed, and the \$24,324 remaining balance be included in fund balance for reserve allocations; and,

BE IT FURTHER RESOLVED, that a Supplemental Appropriation of \$1,003,000 for paydown of CalPERS unfunded liability is hereby approved; and,

BE IT FURTHER RESOLVED, that a Supplemental Appropriation of \$50,000 for the first six months of funding of Monterey County's litter abatement program is hereby approved; and,

BE IT FURTHER RESOLVED, that the General Manager/CAO is hereby authorized to implement the allocation in accordance with the Authority's financial policies.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 15th day of November 2018, by the following vote:

AYES:            BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

ATTEST:

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Simon Salinas, President

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Erika J. Trujillo, Clerk of the Board

## Exhibit A

Total Available for Surplus Allocation at 06-30-2018	4,117,268.97
Supplemental CIPs approved on 09-20-2018	(1,630,991.19)
Payoff of PERS UAL at 06-30-2018	(1,003,000.00)
Monterey County Litter Abatement Program	<u>(50,000.00)</u>
Adjusted Allocation Amount	<u>1,433,277.78</u>
Capital Projects Reserve	859,966.66
Operations Reserve	286,655.56
Environmental Impairment Reserve	<u>286,655.56</u>
Total Surplus Allocation	<u>1,433,277.78</u>

**RESOLUTION NO. 2014 - 11**

**A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY  
ADOPTING THE REVISED FINANCIAL POLICIES**

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY**, that the Financial Policies attached hereto as Exhibit "A" are hereby adopted.

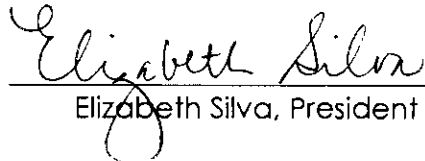
**PASSED AND ADOPTED** by the Board of Directors of the Salinas Valley Solid Waste Authority at the regular meeting duly held on the 17<sup>th</sup> day of April 2014 by the following vote:

AYES: BOARD MEMBERS: ARMENTA, BARRERA, CULLEN, DE LA ROSA, LUTES,  
PEREZ, RODRIGUEZ, SALINAS, SILVA


NOES: BOARD MEMBERS: NONE

ABSENT: BOARD MEMBERS: MORENO

ABSTAIN: BOARD MEMBERS: NONE

  
Elizabeth Silva, President

ATTEST:

  
Elia Zavala, Clerk of the Board

# Salinas Valley Solid Waste Authority Financial Policies

Exhibit A

## SUMMARY

The SVSWA Board of Directors recognizes their fiduciary responsibility by virtue of their appointment to the Board. In an effort to promote transparency in the fiscal affairs of the Authority and to promote fiscal accountability, it hereby adopts the following financial policies to guide the Authority's finances:

1. Revenues: The Authority will maintain a revenue system that will assure a reliable, equitable, predictable revenue stream to support Authority services.
2. Expenditures: The Authority shall assure fiscal stability and the effective and efficient delivery of services, through the identification of necessary services, establishment of appropriate service levels, and careful administration of the expenditure of available resources.
3. Fund Balance/Reserves: The Authority shall maintain a fund balance at a level sufficient to protect the Authority's creditworthiness as well as its financial position from unforeseeable occurrences or emergencies.
4. Capital Expenditures and Improvements: The Authority shall annually review the state of its capital assets, setting priorities for its replacement and renovation based on needs, funding, alternatives and availability of resources.
5. Debt: The Authority shall utilize debt financing only to provide needed capital equipment and improvements while minimizing the impact of debt payments on current revenues.
6. Investments: The Authority's cash will be invested in such a manner so as to ensure the absolute safety of principal and interest, meet the liquidity needs of the Authority, and achieve the highest possible yield.
7. Grants: The Authority shall seek, apply for and effectively administer federal, state and foundation grants that address the Authority's current priorities and policy objectives.
8. Closure Funding: The Authority shall properly fund all closure and postclosure costs in accordance with California Integrated Waste Management Board (CIWMB) requirements.
9. Fiscal Monitoring: Authority staff shall prepare and present to the Board regular reports that analyze, evaluate and forecast the Authority's financial performance and economic condition.
10. Accounting, Auditing and Financial Reporting: The Authority's accounting, auditing and financial reporting shall comply with prevailing local, state, and federal regulations, as well as current professional principles and practices as promulgated by authoritative bodies.



## Salinas Valley Solid Waste Authority Financial Policies

11. Internal Controls: The Authority shall establish and maintain an internal control structure designed to provide reasonable assurance that Authority assets are safeguarded and that the possibilities for material errors in the Authority's financial records are minimized.
12. Operating Budget: The Authority's operating budget will implement the policy decisions of the Board. It will provide a clear picture of the Authority's resources and their use.
13. Capital Assets: The Authority will capitalize all capital assets in accordance with Generally Accepted Accounting Principles so as to maintain proper control of all capital assets.

# Salinas Valley Solid Waste Authority

## Financial Policies

### 1 - REVENUES

The Authority will maintain a revenue system that will assure a reliable, equitable, predictable revenue stream to support Authority services.

A. User Fees

The Authority shall establish and collect fees to recover the costs of handling specific items that benefit only specific users. The Authority Board shall determine the appropriate cost recovery level and establish the fees. Where feasible and desirable, the Authority shall seek to recover full direct and indirect costs. User fees shall be reviewed on a regular basis to calculate their full cost recovery levels, to compare them to the current fee structure, and to recommend adjustments where necessary.

B. Tipping Fees

Tipping fees shall be set at levels sufficient to cover operating expenditures, meet debt obligations, provide additional funding for capital improvements, and provide adequate levels of working capital. Tipping Fees are not expected to cover depreciation/depletion.

C. One Time Revenues

One-time revenues shall be used only for one-time expenditures.

D. Revenue Estimates

The Authority shall use a conservative, objective, and analytical approach when preparing revenue estimates. The process shall include analysis of probable economic changes and their impacts on revenues, historical collection rates, and trends in revenues. This approach should reduce the likelihood of actual revenues falling short of budget estimates during the year and thus avoid mid-year service reductions.

E. Revenue Collection and Administration

The Authority shall pursue to the full extent allowed by state law all delinquent ratepayers and others overdue in payments to the Authority. Since a revenue should exceed the cost of producing it, the Authority shall strive to control and reduce administrative collection costs.

# Salinas Valley Solid Waste Authority

## Financial Policies

### 2 - EXPENDITURES

The Authority shall assure fiscal stability and the effective and efficient delivery of services, through the identification of necessary services, establishment of appropriate service levels, and careful administration of the expenditure of available resources.

A. Current Funding Basis

The Authority shall operate on a current funding basis. Expenditures shall be budgeted and controlled so as not to exceed current revenues.

B. Avoidance of Operating Deficits

The Authority shall take immediate corrective actions if at any time during the fiscal year expenditure and revenue estimates are such that an operating deficit (i.e., projected expenditures in excess of projected revenues) is projected at year-end. Corrective actions can include a hiring freeze, expenditure reductions, fee increases, or use of fund balance within the Fund Balance/Reserves Policy. Expenditure deferrals into the following fiscal year, short-term loans, or use of one-time revenue sources shall be avoided to balance the budget.

C. Maintenance of Capital Assets

Within the resources available each fiscal year, the Authority shall maintain capital assets and infrastructure at a sufficient level to protect the Authority's investment, to minimize future replacement and maintenance costs, and to continue current service levels.

D. Periodic Program Reviews

The General Manager shall undertake periodic staff and third-party reviews of Authority programs for both efficiency and effectiveness. Privatization and contracting with other governmental agencies will be evaluated as alternative approaches to service delivery. Programs which are determined to be inefficient and/or ineffective shall be reduced in scope or eliminated.

E. Purchasing

The Authority shall make every effort to maximize any discounts offered by creditors/vendors. Staff shall use competitive bidding whenever possible to attain the best possible price on goods and services.

# Salinas Valley Solid Waste Authority

## Financial Policies

### 3 - FUND BALANCE/RESERVES

The Authority shall maintain a fund balance at a level sufficient to protect the Authority's creditworthiness as well as its financial position from unforeseeable emergencies.

A. Operating Reserve

The Authority shall strive to maintain an Operating Reserve equal to fifteen percent (15%) of the current year operating expenditures, to provide sufficient reserves for unforeseen occurrences and revenue shortfalls. Operating expenditures for reserve purposes is defined as the total budget less capital project expenditures.

B. Funding the Reserves

After completion of the annual audit, any undesignated fund balance will be allocated to reserves using the following methodology:

1. Operating Reserve (20%)
2. Capital Projects Reserve (60%)
3. Environmental Impairment Reserve (20%)

Any allocation outside of the prescribed methodology or transfers between reserves must be approved by the Board.

C. Capital Projects Reserve

Due to the capital intensive nature of the Authority's landfill operations the Authority will develop a Capital Projects Reserve for the purpose of funding future capital projects and replacement of existing capital infrastructure in accordance with the Capital Improvements Financial Policies. The target amount of the reserve will be based on the capital needs of the Authority.

E. Use of Operating Reserve

The Operating Reserve shall be used only for its designated purpose - emergencies, non-recurring expenditures, or major capital purchases that can not be accommodated through current year savings. Should such use reduce the balance below the appropriate level set as the objective, restoration recommendations will accompany the decision to utilize said reserve.

F. Environmental Impairment Reserve

# Salinas Valley Solid Waste Authority

## Financial Policies

Due to the potential release of contaminants that exists with all Municipal Solid Waste landfills, the Authority will strive to fund an Environmental Impairment Reserve for the purpose of responding to a release in a timely manner. The funds can also be used for mitigation or corrective action measures required by CalRecycle.

### G. Annual Review of Reserves

As part of the annual budget process, the Authority will review the target amount and the status of each of the reserves. This will be taken into account as part of the budget development. The goal is to reach the Operating and Environmental Impairment Reserve amounts within a five year period but in no case later than 10 years.

# Salinas Valley Solid Waste Authority

## Financial Policies

### 4 - CAPITAL EXPENDITURES AND IMPROVEMENTS

The Authority shall annually review the state of its capital assets, setting priorities for their replacement and renovation based on needs, funding, alternatives and availability of resources.

#### A. Capital Improvement Plan

The Authority shall prepare a 10-Year Capital Improvement Plan (CIP) which will detail the Authority's capital needs financing requirements. The CIP will be reviewed and approved every two (2) years before discussions of the operating budget take place. It will include budget financing for the first two years. The CAO will develop guidelines for what projects to include in the CIP. All projects, ongoing and proposed, shall be prioritized based on an analysis of current needs and resource availability. For every capital project, all operation, maintenance and replacement costs shall be fully disclosed. The CIP will be in conformance with and support the Authority's major planning documents and 3-year Strategic Plans..

#### B. Capital Improvement Budget

The CIP will be the basis for which projects will be included in the following year's budget. Appropriations will be approved annually using the following criteria:

1. Linkage with needs identified in the Authority's planning documents.
2. Cost/benefit analysis identifying all economic or financial impacts of the project.
3. Identification of available funding resources.

CIP funding will be based on the following priorities:

1. Projects that comply with regulatory requirements.
2. Projects that maintain health and safety standards.
3. Projects that maintain and preserve existing facilities.
4. Projects that replace existing facilities that can no longer be maintained.
5. Projects that improve operations.

#### C. Capital Expenditure Financing

Projects will be financed using the following preferred order:

1. Use current revenues;
2. Use the Capital Projects Reserve;
3. Borrow money through debt issuance.

Debt financing includes revenue bonds, certificates of obligation, lease/purchase agreements, and other obligations permitted to be issued or incurred under California law. Guidelines for assuming debt are set forth in the Debt Policy Statements.

#### D. Capital Projects Reserve Fund

# Salinas Valley Solid Waste Authority

## Financial Policies

A Capital Projects Reserve Fund shall be established and maintained to accumulate funds transferred from the undesignated fund balance. This fund shall only be used to pay for non-routine and one-time capital expenditures such as land and building purchases or construction and maintenance projects with a 10-year life. Expenditures from this Fund shall be aimed at protecting the health and safety of residents, employees and the environment, and protecting the existing assets of the Authority.

### E. Capital Projects Management

The Authority will fund and manage its capital projects in a phased approach. The project phases will become a framework for appropriate decision points and reporting. The phasing will consist of:

1. Conceptual/schematic proposal
2. Preliminary design and cost estimate
3. Engineering and final design
4. Bid administration
5. Acquisition/construction
6. Project closeout

Each project will have a project manager who will prepare the project proposal, ensure that required phases are completed on schedule, authorize all project expenditures, ensure that all regulations and laws are observed, periodically report project status and track project expenditures.

# Salinas Valley Solid Waste Authority

## Financial Policies

### 5 - DEBT

The Authority shall utilize debt financing only to provide needed capital equipment and improvements while minimizing the impact of debt payments on current revenues.

#### A. Use of Debt Financing

The issuance of long-term debt will be only for the acquisition of land, capital improvements or equipment.

Debt financing is not considered appropriate for current operations, maintenance expenses, or for any recurring purposes.

#### B. Conditions for Debt Issuance

The Authority may use long-term debt to finance major equipment acquisition or capital project only if it is established through a cost/benefit analysis that the financial and community benefits of the financing exceed the financing costs. Benefits would include, but not be limited to, the following:

1. Present value benefit: The current cost plus the financing cost is less than the future cost of the project.
2. Maintenance value benefit: The financing cost is less than the maintenance cost of deferring the project.
3. Equity benefit: Financing provides a method of spreading the cost of a facility back to the users of the facility over time.
4. Community benefit: Debt financing of the project enables the Authority to meet an immediate community need.

Debt financing will be used only when project revenues or other identified revenue sources are sufficient to service the debt.

#### C. Debt Structure

The Authority's preference is to issue fixed-rate, long-term debt with level debt service, but variable rate debt or other debt service structure may be considered if an economic advantage is identified for a particular project.

Bond proceeds, for debt service, will be held by an independent bank acting as trustee or paying agent.



# Salinas Valley Solid Waste Authority

## Financial Policies

The Authority's minimum bond rating objective for all debt issues is a Moody's and Standard & Poor's rating of A (upper medium grade). Credit enhancements will be used to achieve higher ratings when there is an economic benefit.

The Authority may retain the following contract advisors for the issuance of debt:

1. Financial Advisor - To be selected, when appropriate, by negotiation to provide financial analysis and advice related to the feasibility and structure of the proposed debt.
2. Bond Counsel - To be selected by negotiation for each debt issue.
3. Underwriters - To be selected by negotiation or competitive bid for each bond issue based upon the proposed structure for each issue.

### D. Call Provisions

Call provisions for bond issues shall be made as short as possible consistent with the lowest interest cost to the Authority. When possible, all bonds shall be callable only at par.

### E. Debt Refunding

Authority staff and the financial advisor shall monitor the municipal bond market for opportunities to obtain interest savings by refunding outstanding debt. As a general rule, the present value savings of a particular refunding should exceed 3.5% of the refunded maturities.

### F. Interest Earnings

Interest earnings received on the investment of bond proceeds shall be used to assist in paying the interest due on bond issues, to the extent permitted by law.

### G. Lease/Purchase Agreements

Over the lifetime of a lease, the total cost to the Authority will generally be higher than purchasing the asset outright. As a result, the use of lease/purchase agreements and certificates of participation in the acquisition of vehicles, equipment and other capital assets shall generally be avoided, particularly if smaller quantities of the capital asset(s) can be purchased on a "pay-as-you-go" basis.

# Salinas Valley Solid Waste Authority

## Financial Policies

### 6 - INVESTMENTS

The Authority's cash will be invested in such a manner so as to insure the absolute safety of principal and interest, meet the liquidity needs of the Authority, and achieve the highest possible yield after meeting the first two requirements.

A. Investment Policy

The Authority Treasurer is both authorized and required to promulgate a written Statement of Investment Policy which shall be presented to the Board annually.

B. Interest Earnings

Interest earned from investments shall be distributed to the operating funds from which the money was provided, with the exception that interest earnings received on the investment of bond proceeds shall be attributed and allocated to those debt service funds responsible for paying the principal and interest due on the particular bond issue.

# Salinas Valley Solid Waste Authority

## Financial Policies

### 7 - GRANTS

The Authority shall seek, apply for and effectively administer federal, state and foundation grants-in-aid that address the Authority's current priorities and policy objectives.

A. Grant Guidelines

The Authority shall apply, and facilitate the application by others, for only those grants that are consistent with the objectives and high priority needs previously identified by the Board. The potential for incurring ongoing costs, to include the assumption of support for grant-funded positions from local revenues, will be considered prior to applying for a grant.

B. Indirect Costs

The Authority shall recover full indirect costs unless the funding agency does not permit it. The Authority may waive or reduce indirect costs if doing so will significantly increase the effectiveness of the grant.

C. Grant Review

All grant submittals shall be reviewed for their cash match requirements, their potential impact on the operating budget, and the extent to which they meet the Authority's policy objectives. Departments shall seek Board approval prior to submission of a grant application. Should time constraints under the grant program make this impossible, the department shall obtain approval to submit an application from the CAO and then, at the earliest feasible time, seek formal Board approval. If there are cash match requirements, the source of funding shall be identified prior to application. An annual report on the status of grant programs and their effectiveness shall also be prepared.

D. Grant Program Termination

The Authority shall terminate grant-funded programs and associated positions when grant funds are no longer available unless alternate funding is identified.

# Salinas Valley Solid Waste Authority

## Financial Policies

### 8 - CLOSURE FUNDING

The Authority shall properly fund all closure and postclosure costs in accordance with CIWMB requirements.

A. Closure Funding

In accordance with CIWMB requirements, the Authority shall annually set aside sufficient funds to fully fund all accrued closure costs liability. These funds will be held in a separate Closure Fund restricted specifically for this purpose.

B. Postclosure Funding

In accordance with the Financial Assurances, the Authority shall fund postclosure costs from future revenues when those costs are incurred. The Authority will not pre-fund postclosure costs in its operating budget. The Authority has entered into Pledge of Revenue with the CIWMB for this purpose.

C. Closure Funding Calculations

The Authority shall, as part of the budget process, annually recalculate the closure costs on a per ton basis. Funds will be transferred on a monthly basis to the Closure funds based on tonnage land-filled. Post closure expense incurred as a result of current fiscal year solid waste disposal will be recorded as an expense on the Authority's financial statements with a corresponding liability.

# Salinas Valley Solid Waste Authority

## Financial Policies

### 9 - FISCAL MONITORING

Authority staff shall prepare and present to the Board regular reports that analyze, evaluate and forecast the Authority's financial performance and economic condition.

A. Financial Status and Performance Reports

Monthly reports comparing expenditures and revenues to current budget, noting the status of fund balances, and outlining any remedial actions necessary to maintain the Authority's financial position shall be prepared for review by the Board.

B. Five-year Forecast of Revenues and Expenditures

A five-year forecast of revenues and expenditures, to include a discussion of major trends affecting the Authority's financial position, shall be prepared in anticipation of the annual budget process. The forecast shall also examine critical issues facing the Authority, economic conditions, and the outlook for the upcoming budget year. The document shall provide insight into the Authority's financial position and alert the Board to potential problem areas requiring attention.

C. Semi-Annual Status Report on Capital Projects

A summary report on the contracts awarded, capital projects completed and the status of the Authority's various capital projects will be prepared at least semi-annually and presented to the Board.

D. Compliance with Board Policy Statements

The Financial Policies will be reviewed annually by the Board and updated, revised or refined as deemed necessary. Policy statements adopted by the Board are guidelines, and occasionally, exceptions may be appropriate and required. However, exceptions to stated policies will be specifically identified, and the need for the exception will be documented and fully explained.

# Salinas Valley Solid Waste Authority

## Financial Policies

### 10 - ACCOUNTING, AUDITING, AND FINANCIAL REPORTING

The Authority's accounting, auditing and financial reporting shall comply with prevailing local, state, and federal regulations, as well as current professional principles and practices as promulgated by authoritative bodies.

A. Conformance to Accounting Principles

The Authority's accounting practices and financial reporting shall conform to generally accepted accounting principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB), the American Institute of Certified Public Accountants (AICPA), and the Government Finance Officers Association (GFOA).

B. Popular Reporting

In addition to issuing a comprehensive annual financial report (CAFR) in conformity with GAAP, the Authority shall supplement its CAFR with a simpler, "popular" report designed to assist those residents who need or desire a less detailed overview of the Authority's financial activities. This report should be issued no later than six months after the close of the fiscal year.

# Salinas Valley Solid Waste Authority

## Financial Policies

### 11 - INTERNAL CONTROLS

The Authority shall establish and maintain an internal control structure designed to provide reasonable assurance that Authority assets are safeguarded and that the possibilities for material errors in the Authority's financial records are minimized.

A. Proper Authorizations

Procedures shall be designed, implemented and maintained to ensure that financial transactions and activities are properly reviewed and authorized.

B. Separation of Duties

Job duties will be adequately separated to reduce, to an acceptable level, the opportunities for any person to be in a position to both perpetrate and conceal errors or irregularities in the normal course of assigned duties.

C. Proper Recording

Procedures shall be developed and maintained that will ensure financial transactions and events are properly recorded and that all financial reports may be relied upon as accurate, complete and up-to-date.

D. Access to Assets and Records

Procedures shall be designed and maintained to ensure that adequate safeguards exist over the access to and use of financial assets and records.

E. Independent Checks

Independent checks and audits will be made on staff performance to ensure compliance with established procedures and proper valuation of recorded amounts.

F. Costs and Benefits

Internal control systems and procedures must have an apparent benefit in terms of reducing and/or preventing losses. The cost of implementing and maintaining any control system should be evaluated against the expected benefits to be derived from that system.

# Salinas Valley Solid Waste Authority

## Financial Policies

### 12 - OPERATING BUDGET

The Authority's operating budget will implement the policy decisions of the Board. It will provide a clear picture of the Authority's resources and their use.

#### A. Budget Format

The budget shall provide a complete financial plan of all Authority funds and activities for the ensuing fiscal year and shall be in such form as the Chief Administrative Officer deems desirable or that the Board may require.

The budget shall begin with a clear general summary of its contents. It shall show in detail all estimated revenues, all carry-over fund balances and reserves, and all proposed expenditures, including debt service, for the ensuing fiscal year.

The total of proposed expenditures shall not exceed the total of estimated revenues plus the un-appropriated fund balance, exclusive of reserves, for any fund.

The budget will be organized on a program/service level format.

The budget development process will include the identification and evaluation of policy options for increasing and decreasing service levels.

#### B. Estimated Revenues

The Authority will annually update its revenue forecast to enhance the budgetary decision-making process.

In its budget projections, the Authority will attempt to match current expense to current revenue. If it becomes apparent that revenue shortfalls will create a deficit, efforts will be made first to reduce the deficiency through budgetary reductions.

If appropriate reductions are insufficient, the Board may decide, on an exception basis, to use an appropriate existing reserve, which is in excess of minimum reserve requirements.

#### C. Appropriations

In evaluating the level of appropriations for program enhancements, or reductions, the Authority will apply the following principles in the priority order given:

1. Essential services, which provide for the health and safety of residents will be funded to maintain current dollar levels.
2. The budget will provide for adequate ongoing maintenance of facilities and equipment.
3. Appropriations for program enhancements or reductions will be evaluated on a case-by-case basis rather than across the board.



# Salinas Valley Solid Waste Authority

## Financial Policies

4. When reductions in personnel are necessary to reduce expenditures, they shall be consistent with the Authority Board's established service level priorities and, when possible, shall be accomplished through normal attrition.
5. Programs, which are self-supported by special revenues or fees, shall be separately evaluated.

Prior to the Authority Board making any supplemental appropriation, the CAO or Finance Manager shall certify that funds in excess of those estimated in the budget are available for appropriation. Any such supplemental appropriations shall be made for the fiscal year by Board action up to the amount of any excess.

Appropriations may be reduced any time during the fiscal year by the Authority Board upon recommendation of the CAO. When appropriation reductions are recommended, the CAO shall provide specific recommendations to the Board, indicating the estimated amount of the reduction, any remedial actions taken, and recommendations as to any other steps to be taken.

The CAO may transfer appropriations between divisions, and division managers may transfer appropriations between programs and accounts within their individual divisions, but only the Board by resolution may appropriate funds from reserves or fund balances.

All appropriations, except for Capital Improvement Program and Grant Programs appropriations, shall lapse at the end of the fiscal year to the extent that they have not been expended or encumbered. An appropriation in the Capital Improvement Program shall continue in force until expended, revised, or cancelled.

The Authority will endeavor to budget an appropriated contingency account in all Divisions operating budget equal to one percent of the total Operating Budget to meet changing operational requirements during the fiscal year.

# Salinas Valley Solid Waste Authority

## Financial Policies

### 13 - CAPITAL ASSETS

The Authority will capitalize all capital assets in accordance with Generally Accepted Accounting Principles so as to maintain proper control of all capital assets.

A. Overview – The Finance Division will maintain a capital asset management system that will meet external financial reporting requirements and the needs of the Authority in line with these policies.

1. Capital assets are recorded as expenditures in governmental funds at the time the assets are received and the liability is incurred. These assets will be capitalized at cost on the government wide financial statements. Enterprise fixed assets are recorded as assets within the fund when purchased and a liability is incurred.
- i. GASB 34 defines Capital Assets as land, improvements to land, easements, buildings, building improvements, vehicles, machinery, equipment, works of art and historical treasures, infrastructure, and all other tangible or intangible assets that are used in operations and that have initial useful lives extending beyond a single reporting period.
- ii. GASB 34 defines Infrastructure Assets as long-lived capital assets that normally are stationary in nature and normally can be preserved for a significantly greater number of years than most capital assets. Examples include roads, bridges, tunnels, drainage systems, water and sewer systems, dams and lighting systems. Buildings that are an ancillary part of a network of infrastructure assets are included.

The Authority uses the most current edition of GOVERNMENTAL ACCOUNTING, AUDITING, AND FINANCIAL REPORTING (GAAFR) published by the Government Finance Officers Association (GFOA) as its authoritative guide in setting policy and establishing accounting procedures regarding capital assets.

B. Capitalization – Generally all capital assets with an original cost of \$25,000 or more will be capitalized (recorded as an asset on the balance sheet versus expensing the item). Infrastructure Assets with an original cost of \$150,000 or more will be capitalized. This capitalization policy addresses financial reporting, not control. The Authority follows the GFOA recommended practices for establishing capitalization thresholds. Specific capitalization requirements are described as follows:

1. The asset must cost \$25,000 or more.
2. The asset must have a useful life of two (2) or more years.
3. The capitalization threshold is applied to individual units of capital assets rather than groups. For example, ten items purchased for \$10,000 each will not be capitalized even though the total (\$100,000) exceeds the threshold of \$25,000.
4. For purposes of capitalization, the threshold will generally not be applied to components of capital assets. For example a keyboard, monitor and central processing unit purchased as components of a computer system will not be evaluated individually against the capitalization threshold. The entire computer system will be treated as a single asset. The capitalization threshold will be applied to a network if all component parts are required to make the asset

# Salinas Valley Solid Waste Authority

## Financial Policies

functional.

5. Repairs to existing capital assets will generally not be subject to capitalization unless the repair extends the useful life of the asset. In this case the repair represents an improvement and is subject to the requirements described number 6 below.
6. Improvements to existing capital assets will be presumed by definition to extend the useful life of the related capital asset and therefore will be subject to capitalization if the cost exceeds \$5,000.
7. Capital projects will be capitalized as "construction in progress" until completed. Personal computers will not be capitalized:

### C. Leased Assets-

Operating leased assets are usually short term and cancelable at anytime. The recording of an operating lease as a fixed asset is not required because the item is not purchased.

Capital leases will be capitalized if one or more of the following criteria are met and the chance of cancellation is low:

- a. Ownership is transferred by the end of the lease term
- b. The lease contains a bargain purchase option
- c. The lease term is greater than or equal to 75 percent of the asset's service life
- d. The present value of the minimum lease payment is greater than or equal to ninety percent (90%) of the fair market value of the asset at the inception of the lease.

Capital lease items are capitalized at the beginning of the lease period, regardless of when the title transfers. Capital leases are recorded at net present value of lease payments.

- D. Capital Asset Recording - It is the responsibility of the Finance Division to record, monitor and inventory all fixed assets. Each division will assign appropriate staff members to respond to verification, inventories, and filling out the necessary forms for recording transfers, dispositions or retired fixed assets.
- E. Acquisition of Capital Assets - Fixed assets may be acquired through direct purchase, lease-purchase or capital lease, construction, eminent domain, donations, and gifts.

When a capital asset is acquired the funding source will be identified.

If funds are provided by a specific funding source, a record will be made of that specific source such as:

- ❖ Bond Proceeds
- ❖ State Grants

- F. Measuring the Cost and/or Value - Capital assets are recorded at their "historical cost", which is the original cost of the assets. Donations accepted by the Authority will be valued at the fair market value at the time of donation. Costs include purchase price (less discounts) and any other reasonable and necessary costs incurred to place the asset in its intended location and prepare it for service. Costs could include the following:

# Salinas Valley Solid Waste Authority

## Financial Policies

Sales Tax  
Freight charges  
Legal and title fees  
Closing costs  
Appraisal and negotiation fees  
Surveying fees  
Land-preparation costs  
Demolition costs  
Relocation costs  
Architect and accounting fees  
Insurance premiums and interest costs during construction

- G. Establishing Cost in the Absence of Historical Records - According to the GASB 34, an estimate of the original cost is allowable. Standard costing is one method of estimating historical cost using a known average installed cost for a like unit at the estimated date of acquisition. Another recognized method is normal costing wherein an estimate of historical cost is based on current cost of reproduction new indexed by a reciprocal factor of the price increase of a specific item or classification from the appraisal date to the estimated date acquired. When necessary the Authority will use whichever method gives the most reasonable amount based on available information.
- H. Recording Costs Incurred After Acquisition - Expenditures/expenses for replacing a component part of an asset are not capitalized. However, expenditures/expenses that either enhance a capital asset's functionality (effectiveness or efficiency), or that extend a capital asset's expected useful life are capitalized. For example, periodically slurry sealing a street would be treated as a repair (the cost would not be capitalized), while an overlay or reconstruction would be capitalized. Adding a new lane constitutes an addition and would therefore also be capitalized.
- I. Disposition or Retirement of Fixed Assets - It is the Authority's policy that divisions wishing to dispose of surplus, damaged or inoperative equipment must notify the Finance Division.
- The Authority will conduct public auctions, as necessary, for the purpose of disposing of surplus property. Auctions will be conducted by the Finance Division. The original cost less depreciation will then be removed from the Authority's capital asset management system.
- J. Transfer of Assets - The transfer of fixed assets between divisions requires notification to the Finance Department.
- K. Depreciation - In accordance with GASB Statement No. 34 the Authority will record depreciation expense on all capital assets, except for inexhaustible assets.
- The Authority will use straight-line depreciation using the half-year convention or mid month as appropriate. Depreciation will be calculated for half a year in the year of acquisition and the year of disposition. Depreciation will be calculated over the estimated useful life of the asset.
- L. Recommended Lives - The Authority follows GFOA Recommended Practices when establishing recommended lives for capitalized assets. In accordance with GASB 34 the Authority will rely on "general guidelines obtained from professional or industry organizations." In particular the Authority will rely on estimated useful lives published by GFOA. If the life of a particular asset is estimated to be different than these guidelines, it


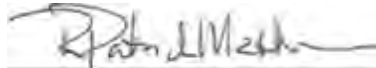
# Salinas Valley Solid Waste Authority

## Financial Policies

may be changed. The following is a summary for the estimated useful lives:

<u>Asset Class</u>	<u>Useful Life</u>
Buildings	20 to 50 years
Improvements	15 to 45 years
Infrastructure	20 to 50 years
Equipment and Machinery	5 to 20 years

- M. Control of Assets – In accordance with GFOA Recommended Practice the Authority will exercise control over the non-capitalized tangible capital-type items by establishing and maintaining adequate control procedures at the division level. The Authority's capitalization threshold of \$5,000 meets financial reporting needs and is not designed for nor particularly suited to maintain control over lower cost capital assets. It is the responsibility of each division to maintain inventories of lower-cost capital assets to ensure adequate control and safekeeping of these assets.
- N. Maintenance Schedules - The Authority shall develop and implement maintenance and replacement schedules with a goal of maximizing the useful life of all assets. The schedules shall include estimates of annual maintenance and/or replacement funding required for each asset.
- O. Maintenance Funding - The Authority shall identify specific sources of funds for the annual maintenance or replacement of each asset. Whenever possible, the maintenance or replacement funding shall be identified from a source other than the Authority General Fund. The Authority shall endeavor to set aside, on an annual basis, one and one-half percent (1½%) of its Operating Budget to provide for on-going maintenance and required replacement of assets that cannot be reasonably funded from other sources.
- Q. Inventorying – The Authority will follow the GFOA recommended practice of performing a physical inventory of its capitalized capital assets, either simultaneously or on a rotating basis, so that all capital assets are physically accounted for at least once every five years.
- R. Tagging – The Authority will tag only moveable equipment with a value of \$5,000 or higher. Rolling stock items will not be tagged. They will be identified by the VIN number. The Finance department will be responsible for tagging equipment.

 <p>Report to the Board of Directors</p>	ITEM NO. 6
	N/A
	Finance and Administration Manager, Controller/Treasurer
	 General Manager/CAO
Date: November 15, 2018  From: Patrick Mathews, General Manager/CAO  Title: A Resolution Approving the Strategic Plan and the Strategic Plan Actions through October 24, 2019	N/A Legal Counsel

#### RECOMMENDATION

The Executive Committee recommends the Board of Directors adopt the resolution.

#### STRATEGIC PLAN RELATIONSHIP

The Authority's Strategic Plan is reviewed and re-evaluated every year by the Board at its annual retreat with regular progress updates throughout the year.

#### FISCAL IMPACT

Funding for the implementation of the specific goals have or will be allocated as part of the annual budget process.

#### DISCUSSION & ANALYSIS

On October 18, 2018, the Board met to review the current Strategic Plan goals. At that meeting, Critical Path Creation (Strategic Plan Actions) were identified, as outlined in Attachment 3.

Staff is recommending the Strategic Plan reporting be structured for updates based on the new Strategic Plan Actions which will now be provided to the Board on a quarterly basis (Attachment 2). At each quarterly update, the Board and staff may propose and consider additions, deletions and modifications to the Strategic Plan Actions, consistent with the agency's Mission, Vision, Values and Goals as outlined in Attachment 2. The next Strategic Plan Actions Report will be scheduled for the Board's February 21, 2019 meeting with additional action reports scheduled every quarter thereafter.

Staff recommends the Board's annual Strategic planning retreats be scheduled on the date of the Board's October meeting each year and at a time to be determined by consensus of the Board in advance of each retreat. The retreats will focus on team building; review of the Agency's Mission, Vision, Values and Goals; and review and modification of the Strategic Plan Actions for the coming year.

#### BACKGROUND

In 2007, the Board adopted short and long term goals for the Authority. In 2009, the Board adopted a Mission, Vision and Core Values. In 2010, the Board adopted a three-year Strategic Plan (2010-2013) with six-month objectives. The Board agreed that new goals would be established every three years along with 6-month objectives. The 2013-16 a new set of goals were established for the next Strategic Period which concluded June 2016. The 2016-19 Strategic Plan was developed at the Board's July 13, 2016, retreat and

represented the start of a new three-year Strategic Planning period. Progress reports were provided to the Board every month.

On August 17, 2017, the Board approved the restructure of the Strategic Planning process to have one facilitated retreat a year and one facilitated by Authority staff. On February 15, 2018, the Board adopted Resolution No. 2018-07 approving the Strategic Planning sessions to be changed from every January and July to every April and October during the regular scheduled Board meetings.

In lieu of the April updates, staff is recommending a minor change in the process to have quarterly updates on Strategic Plan Actions in order to maintain a more fluid document that can be modified and updated more frequently between the annual retreats as Agency needs and changes arise.

ATTACHMENT(S)

1. Resolution
2. Exhibit A - SVSWA Strategic Plan (October 18, 2018 – October 24, 2018)
3. Facilitator Report of the Strategic Planning Retreat

RESOLUTION NO. 2018 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING  
STRATEGIC PLAN AND THE STRATEGIC PLAN ACTIONS THROUGH OCTOBER 2019

WHEREAS, on July 13, 2016, the Salinas Valley Solid Waste Authority Board of Directors held a Strategic Planning Retreat and provided recommendations for the 2016-19 Strategic Plan that were subsequently approved at its August 18, 2016, regular meeting; and,

WHEREAS, on October 18, 2018, the Authority Board of Directors met to review and reevaluate the Strategic Plan Goals and Objectives and developed Critical Path Creation (Strategic Plan Actions); and,

WHEREAS, on a quarterly basis, the Authority Board of Directors will review the progress on the Strategic Plan Actions and provide updates as necessary; and,

WHEREAS, yearly the Authority Board of Directors will hold a strategic planning session to review and discuss the current Strategic Plan and Strategic Plan Actions and will provide further recommendations; and,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY, that the Strategic Plan and Strategic Plan Actions are hereby approved, 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 15<sup>th</sup> day of November 2018, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

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Simón Salinas, President

ATTEST:

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Erika J. Trujillo, Clerk of the Board



SALINAS VALLEY SOLID WASTE AUTHORITY  
(SALINAS VALLEY RECYCLES)

STRATEGIC PLAN

October 18, 2018 – October 24, 2019

Mission

*To manage Salinas Valley solid waste as a resource, promoting sustainable, environmentally sound and cost-effective practices through an integrated system of waste reduction, reuse, recycling, innovative technology, customer service and education.*

Vision

*To reduce the amount of waste by promoting individual and corporate responsibility. To recover waste for its highest and best use while balancing rates and services. To transform our business from burying waste to utilizing waste as a resource. To eliminate the need for landfills.*

Values

- |                    |                   |                    |
|--------------------|-------------------|--------------------|
| • Innovation       | • Efficiency      | • Customer Service |
| • Integrity        | • Fiscal Prudence | • Community        |
| • Public Education | • Resourcefulness | Partnerships       |

Strategic Plan Goals

- Select and Implement Facilities (e.g., Salinas Area Materials Recovery Center) and Programs That Lead to Achievement Of At Least 75% Waste Diversion
- Reduce Landfill Disposal Fee Dependence Through Self-Funded Programs and New Revenue Sources
- Promote the Value of SVR Services and Programs to the Community
- Maintain A High Performance and Flexible Workforce

Strategic Plan Actions

- Finalize and present to the Boards of the Salinas Valley Solid Waste Authority and the Monterey Regional Waste Management District a Memorandum of Understanding regarding Collaboration and Shared Use of Infrastructure once all stakeholder input is received.

*Developed on 10/18/18 | Completed on*

- At the November Board meeting, present a new Environmental Impact Report (EIR) Project Description that includes multiple options for the repurposing of Madison Lane Transfer Station.

*Developed on 10/18/18 | Completed on*

- Restart CEQA-EIR studies as well as the Financial Impact Analysis to analyze collaboration opportunities, closing down of the Sun Street Transfer Station, and the repurposing of Madison Lane Transfer Station.  
*Developed on 10/18/18 | Completed on*
- Identify a potential buyer for Sun Street Transfer Station.  
*Developed on 10/18/18 | Completed on*



**Report of the Strategic Planning Retreat**  
**October 18, 2018 Gonzales City Council Chambers**

**In attendance:**

**County: Simon Salinas, President;**  
**County: John M. Phillips**  
**Salinas: Gloria De La Rose, Alt. Vice-President**  
**Salinas: Tony R. Barrera**  
**Salinas: Kimbley Craig**  
**Gonzales: Elizabeth Silva**  
**King City: Robert S. Cullen, Vice President**

**General Manager/Chief Administrative Officer Patrick Mathews**  
**Facilitator: Brigid McGrath Massie**

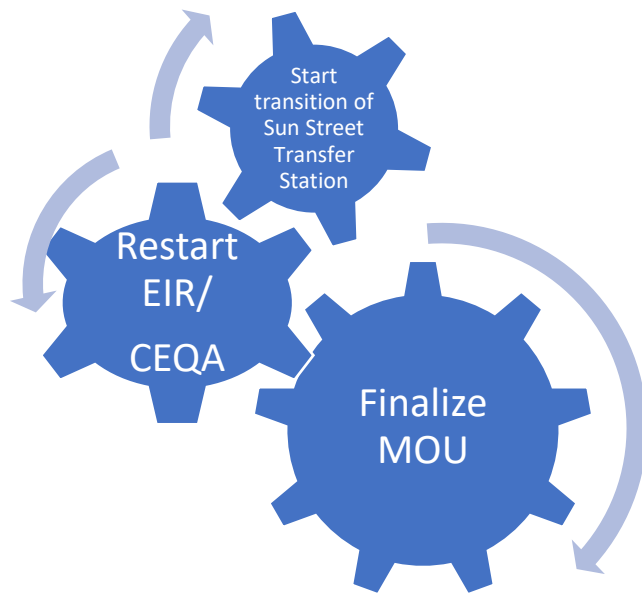
**The attendees participated in the following activities:**

- **In one sentence, wrote out their main priority to be accomplished at the Retreat.**
- **Took a Quiz concerning the Authority's and the District's operations.**
- **Analyzed and agreed on criteria and priorities.**

**Critical Path Creation:**

- **Finalize and present to the Boards of the Salinas Valley Solid Waste Authority and the Monterey Regional Waste Management District a Memorandum of Understanding regarding Collaboration and Shared Use of Infrastructure once all stakeholder input is received.**
- **At the November Board meeting, present a new Environmental Impact Report (EIR) Project Description that includes multiple options for the repurposing of Madison Lane Transfer Station.**
- **Restart CEQA-EIR studies as well as the Financial Impact Analysis to analyze collaboration opportunities, closing down of the Sun Street Transfer Station, and the re-purposing of Madison Lane Transfer Station.**

- Identify a potential buyer for Sun Street Transfer Station.



Respectfully submitted,

*Brigid McGrath Massie, Facilitator*

 <p>Report to the Board of Directors</p>	ITEM NO. 7
	 <p>Finance and Administration Manager/Controller-Treasurer</p>
	 <p>General Manager/CAO</p>
<p>Date: November 15 ,2018</p> <p>From: Brian Kennedy – Engineering and Environmental Compliance Manager</p> <p>Title: A Resolution of The Salinas Valley Solid Waste Authority Awarding the Purchase of a New Composting Aeration and Control Equipment and Approving a Profession Services Agreement for Installation to Green Mountain Technologies, Inc. for the Amount of \$331,191.00</p>	<p>N/A</p> <p>General Counsel</p>

#### RECOMMENDATION

Staff recommends adoption of the resolution for the purchase of new compost aeration and control system equipment from Green Mountain Technologies, Inc. in the amount of \$330,065.00.

#### FISCAL IMPACT

The purchase of the composting aeration and control equipment will be funded by grant reimbursement received from CalRecycle and established in the Capital Improvement Projects 9214. CalRecycle awarded the Authority \$1,341,865 in grant funds, which includes \$268,373 in performance payments. This grant is funded on a reimbursement basis for work completed.

#### DISCUSSION & ANALYSIS

On November 30, 2017 the Authority was awarded a grant from CalRecycle for infrastructure improvements for organics processing. Included in the grant proposal is composting through aerated static piles which is faster, more efficient, and produces less air emissions. This bid request was for blowers, louver controls, and control systems to monitor and deliver air to the static piles.

On October 17, 2018, staff solicited bids for the purchase of blowers and air control equipment. Bids were due November 6, 2018. A total of one bid was received by Green Mountain Technologies, Inc. in the amount of \$314,348.00. The bid was determined by staff to meet the requirements of integration with the system design, qualifications of vendor, and overall cost. With at 5% contingency added, the total for the contract will be for a not-to-exceed amount of \$330,065.00.

## BACKGROUND

With the aid of a grant from CalRecycle, the Authority is constructing the expansion of the current organics recycling operation to achieve the levels of diversion and greenhouse gas emission reductions required by various state mandates. Per the Mandatory Commercial Organics Recycling Program (Assembly Bill (AB) 1826), Short-Lived Climate Pollutants and Methane Emissions Reduction Strategy (Senate Bill 1383), as well as the California Global Warming Solutions Act (AB 32) disposal of organic materials (including food scraps) in landfills will effectively be eliminated by 2025. As part of this grant, the Authority is procuring composting facility equipment to manage organics and produce from agricultural companies that is still being landfilled.

## ATTACHMENT(S)

1. Resolution
2. Exhibit A – Proposal
3. Exhibit B – Professional Services Agreement

RESOLUTION NO. 2018 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY  
AWARDING THE PURCHASE OF A NEW COMPOSTING AERATION AND CONTROL EQUIPMENT  
AND APPROVING A PROFESSION SERVICES AGREEMENT FOR INSTALLATION TO GREEN  
MOUNTAIN TECHNOLOGIES, INC. FOR THE AMOUNT OF \$331,191.00

WHEREAS, on October 17, 2018 the Authority released a Request for Bids for the purchase and installation of blowers and air control equipment due on November 6, 2018; and,

WHEREAS, one bid was received from Green Mountain Technologies, Inc. and was determined to meet the requirements of integration with the system design, qualifications of vendor, and overall cost.

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 purchase new composting aeration and control equipment with Green Mountain Technologies, Inc, as attached hereto and marked "Exhibit A,"; 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 directors for, and on behalf of, the Salinas Valley Solid Waste Authority to enter into an Professional Services Agreement with Green Mountain Technologies, Inc for the installation of the new composting aeration and control equipment with Green Mountain Technologies, Inc, as attached hereto and marked "Exhibit B," and to carry out all responsibilities necessary.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 15<sup>th</sup> day of November 2018, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

ATTEST:

\_\_\_\_\_  
Simon Salinas, President

\_\_\_\_\_  
Erika J. Trujillo, Clerk of the Board

# Exhibit A

4. Be knowledgeable of applicable California, federal laws, regulations and local ordinances.

## BID SUBMITTAL

To be considered for this project, the Respondent needs to provide:

1. Statement of Qualifications: Provide background information that makes the respondent qualified to perform such work. Include references and detail similar projects.
2. Detailed Submittals: Provide detailed submittals of the specifications of the blowers, drives, software interface, and any other backup material pertinent to the bid. Any modifications or departures from attached bid specifications will need to be included in the bid submittals along with detailed explanation as to why.
2. Pricing: Fill out the price request below.

The undersigned offers and agrees to furnish all work, materials, equipment or incidentals which are subject to this Request for Bids at the prices stated, and in conformance with the attached specifications, requirements, conditions and instructions of Authority's Request for Bids. THIS IS A PREVAILING WAGE PROJECT.

ITEM	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Phase 1 - All labor and materials required to provide compost aeration blowers and control systems per specifications	1	LS	\$283,500	\$283,500.00 Using PVC Pipe
2	Delivery Costs FOB Gonzales Ca.	1	LS	\$8,450	\$ 8,450.00
3	Taxes (8.25) on equipment	1	LS	\$22,398.75	\$ 22,398.75
<b>Bid Total:</b>					\$314,348.75
Name of Bidder					
Green Mountain Technologies, Inc.					

If addendum is made to this bid, please acknowledge receipt. Bidder acknowledges receipt of Addendum (if needed) # 1, \_\_\_\_\_.





AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN  
SALINAS VALLEY SOLID WASTE AUTHORITY AND  
**GREEN MOUNTAIN TECHNOLOGIES, INC.**

TO PROVIDE COMPOSTING FACILITY AERATION EQUIPMENT AND SERVICES

This agreement, made and entered into this 15<sup>th</sup> day of November 2018, 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 Green Mountain Technologies, Inc. (hereinafter "Contractor").

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

WHEREAS, Contractor is willing to render such professional 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 "A," attached hereto and incorporated herein by reference.

**2. Completion Schedule**

Contractor shall complete the contracting services described in Exhibit "A" by June 1, 2019.

**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 the PVC option of Exhibit "A" of \$314,348.75 plus a 5% contingency for a total not to exceed amount of \$331,191.00.

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 Contractor's principal office. It shall be mandatory for any Contractor or Contractor 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**

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 for all undisputed portions 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 for disputed portions of invoice 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 related services other than those set forth in Exhibit "A." Authority has listed those additional services that could be anticipated at the time of the execution of the agreement as shown in Exhibit "A." 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 beyond the scope of the basic services to be provided by the Contractor, 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 "A" 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 competent manner. By executing this agreement, Contractor further agrees that the Contractor 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 Contractor to do and perform Contractor's work. Contractor further agrees that Contractor shall follow the current, generally accepted professional standard of care to procure and install project appropriate materials, make findings, render opinions, and provide professional advice and recommendations regarding the project for which the services are rendered under this agreement. Contractor shall have the right to reasonably rely on all information provided by Authority without independent verification. Contractor shall warranty all work and materials for a period of 1 year from acceptance of work.

- B. Contractor shall assign a single project director to have overall responsibility for the execution of this agreement for Contractor. Michael Bryan-Brown is hereby designated as the project director for Contractor. 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 Contractor'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 Contractor 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 Contractor to enter upon public and private property as required by Contractor to perform his services.
- C. 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.
- 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 Contractor's services. Authority may unilaterally change its representative upon notice to the Contractor.
- E. Give prompt written notice to Contractor 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 Contractor 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 Contractor, 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. Contractor 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 Contractor, 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 Contractor 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 Contractor'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 Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor 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 Contractor'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 Contractor'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 Contractor'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

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

##### Deductibles and Self-Insured Retentions

Contractor 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 Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

#### Verification of Coverage

Contractor 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 Contractor'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 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 limits of coverage required hereunder.

Contractor shall provide substitute certificate of insurance no later than ten (10) days after 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.

#### Subcontractors

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

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.

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**

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 professional 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 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 "A" 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 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 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 \$600.00.

**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, 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 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. 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 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 hourly rates shown in Exhibit "A," 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, but only to the extent caused by its negligence. 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.
- E. Contractor 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. 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  
128 Sun Street Suite 101  
Salinas, CA 93901

***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 Contractor shall, until further notice by the Contractor, be addressed to:  
Green Mountain Technologies, Inc.  
Michael Bryan Brown  
5350 Mc Donald Ave. NE  
Bainbridge Island, WA. 98110
- 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 Contractor as if it were by resolution or order of the Authority Board, and Contractor 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, 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

ATTEST:

\_\_\_\_\_  
Erika J. Trujillo  
Clerk of the Board

**CONTRACTOR:** \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Attachments:

Exhibit A Scope of Services



## Report to the Board of Directors

ITEM NO. 8

Finance and Administration  
Manager/Controller-Treasurer

General Manager/CAO

N/A

General Counsel

Date: November 15, 2018

From: Brian Kennedy, Engineering and Environmental  
Compliance Manager

Title: Notification of the Release of a Request for  
Bids for the Johnson Canyon Landfill Module 7  
Construction Project (CIP 9527)

### RECOMMENDATION

Staff recommends authorizing request for bids for the Johnson Canyon Landfill Module 7 Construction Project.

### STRATEGIC PLAN RELATIONSHIP

The recommended action does not directly support the Board's Strategic Plan Actions but is still a critical component of the Authority infrastructure necessary to generate revenues and provide services critical to our ratepayers needs.

### FISCAL IMPACT

The CIP budget approved on September 20, 2018, has \$4,933,506 allocated for the construction of new cells. The CIP includes work being completed by Authority staff in order to minimize the cost of the project. The engineers estimate for the construction portion of this work is \$3.9 Million without contingencies.

### DISCUSSION & ANALYSIS

With the Board's authorization to solicit bids, staff may start the bid advertisement period. After the advertisement period, the final contract document will be presented to the Board for approval. Following the award of the construction contract, construction is scheduled to be completed around July/August 2019.

### BACKGROUND

The Johnson Canyon Landfill is divided into multiple waste modules. The last module was constructed in 2009 and will reach capacity in the beginning of 2020. Module 7 has a capacity of 1 million tons and should last the Authority 6-7 years.

### ATTACHMENT(S)

1. Draft plans for Module 7

# JOHNSON CANYON SANITARY LANDFILL MODULE VII CONSTRUCTION PLANS

PREPARED FOR:

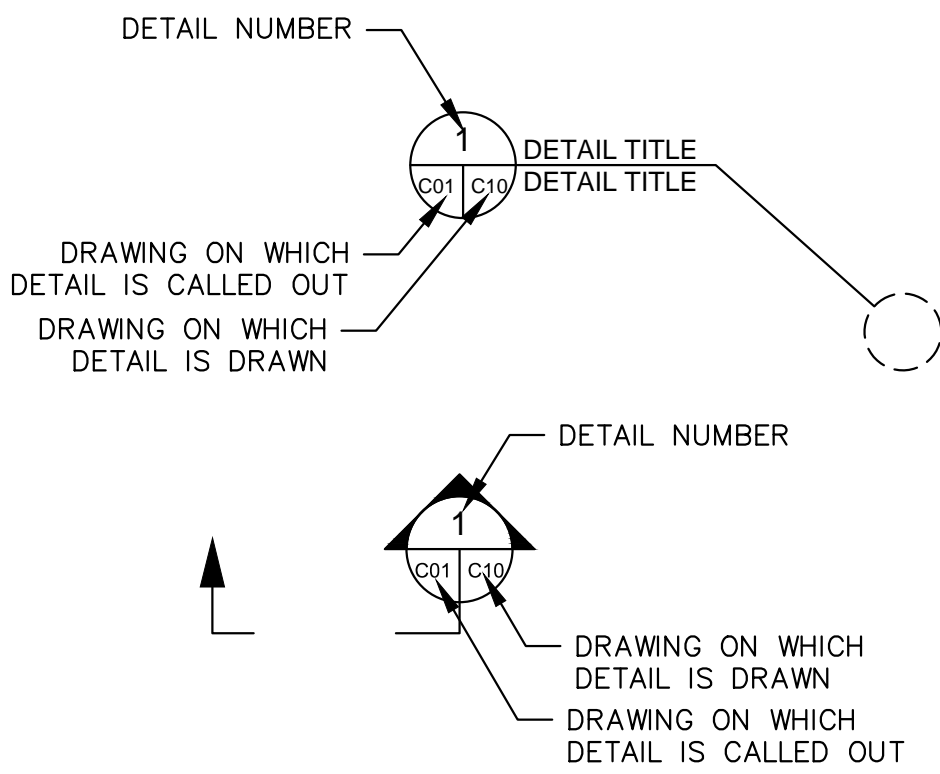


CALIFORNIA COUNTIES

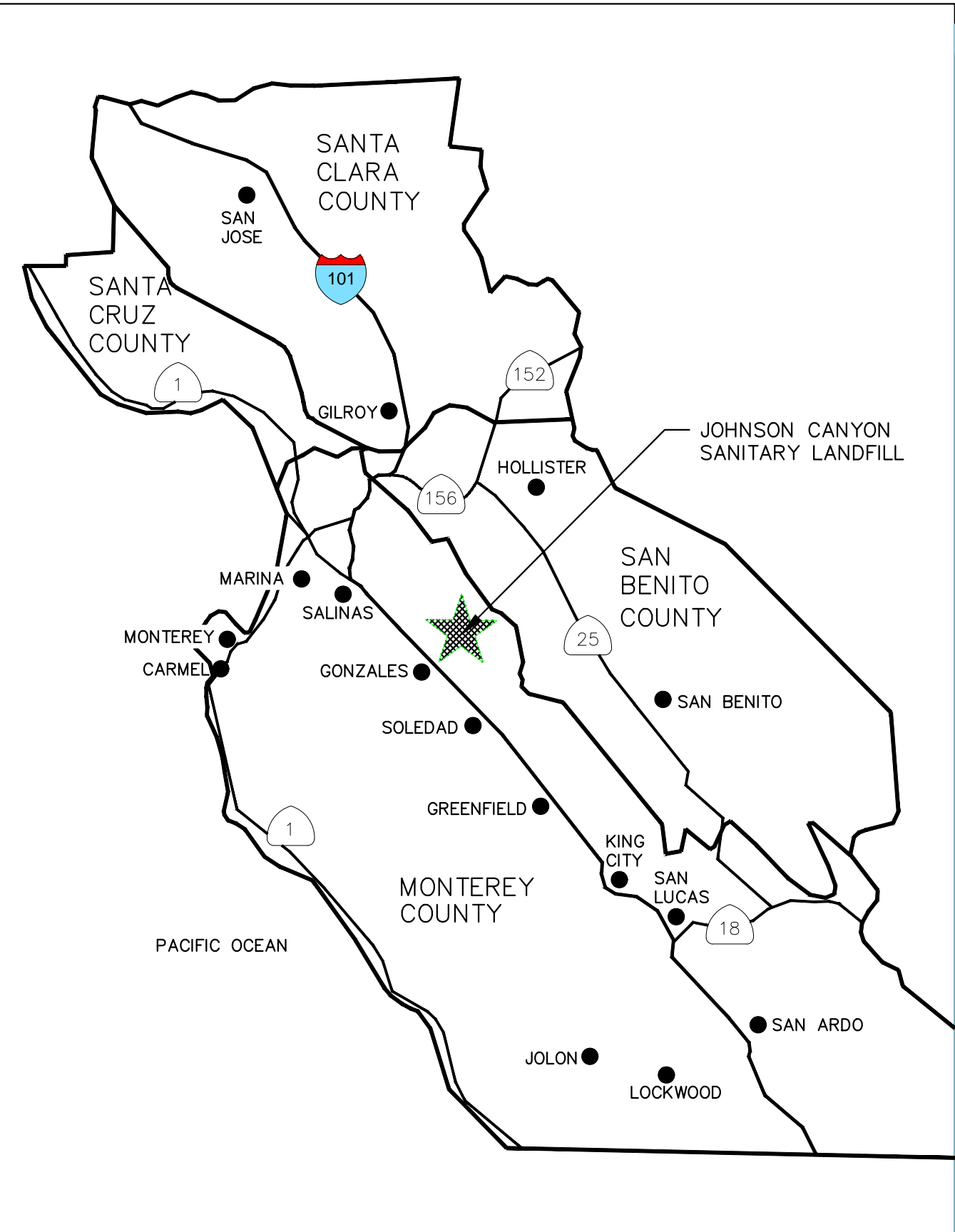
ABBREVIATIONS

℄	CENTER LINE	MAX	MAXIMUM
∅	DIAMETER	MIN	MINIMUM
E	EASTING	N	NORTHING
EL	ELEVATION	NTS	NOT TO SCALE
FT	FEET	%	PERCENT
GCL	GEOSYNTHETIC CLAY LINER	TYP	TYPICAL
HDPE	HIGH DENSITY POLYETHYLENE		

SYMBOLS



VICINITY MAP



REGIONAL MAP

DRAWING INDEX

DRAWING NUMBER	TITLE AND DESCRIPTION	LATEST REVISION NUMBER	LATEST REVISION DATE
GENERAL			
G01	TITLE SHEET	A	11/8/18
G02	EXISTING CONDITIONS AND SITE PLAN	A	11/8/18
CIVIL			
C01	PROPOSED SUBGRADE PLAN	A	11/8/18
C02	PROPOSED STOCKPILE AND HYDROSEEDING PLAN	A	11/8/18
C03-C09	RESERVED		
C10	DETAILS	A	11/8/18
C11	DETAILS	A	11/8/18
C12	DETAILS	A	11/8/18
C13-C19	RESERVED		

NOTES:  
1. PIPE BENDS AND GEOSYNTHETICS ARE SHOWN NTS.

A	11/8/18	75% DESIGN DRAWINGS	JMG	SAH/JMG	SAH	----	DATE OF ISSUE: 11/8/2018
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							DRAWN BY: JMG
							CHECKED BY: SAH
REV. NO.	DATE	DESCRIPTION	DRAWN BY	DESIGNED BY	CHECKED BY	APPROVED BY	APPROVED BY: ----

**Geo-Logic**  
ASSOCIATES

143E Spring Hill Dr, Grass Valley, California 95945  
geo-logic.com 530.272.2448

JOHNSON CANYON SANITARY LANDFILL  
MODULE VII CONSTRUCTION  
PLANS  
MONTEREY COUNTY, CALIFORNIA  
**TITLE SHEET**

FIGURE NO.  
**G01**  
PROJECT NO.  
AU18.1080.00

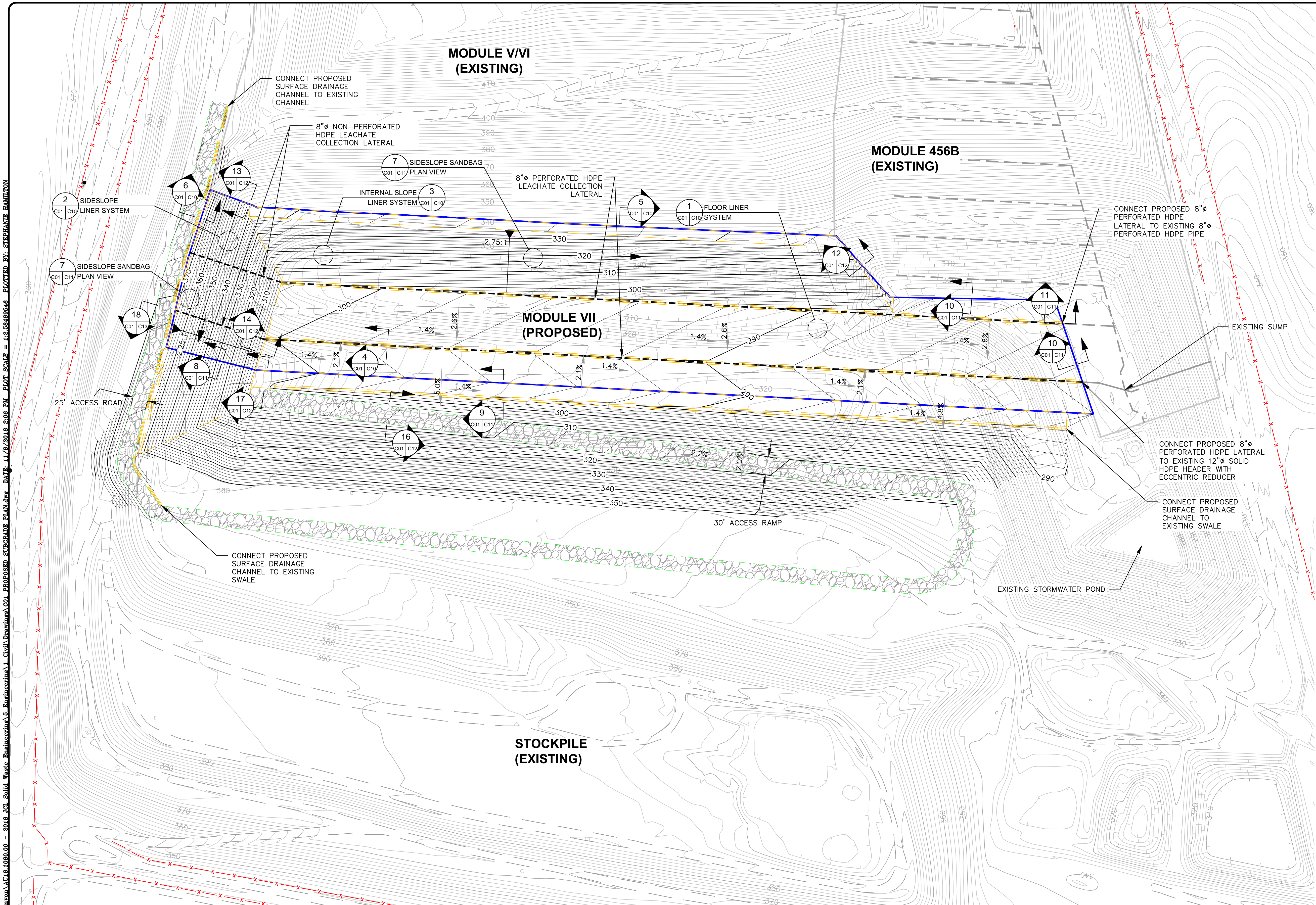
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LOCATION: N:\Johnson Canyon\AU18.1080.00 - 2018 ICI Solid Waste Engineering\5. Engineering\1. Civil\Drawings\01. PROPOSED SUBGRADE PLAN.dwg DATE: 11/8/2018 2:08 PM PLOT SCALE = 1:25649546 PLOTTED BY: STEPHANIE HAMILTON



**LEGEND**

- 350 — EXISTING 10' CONTOURS
- 350 — EXISTING 2' CONTOURS
- 350 — PROPOSED 10' LINER GRADE CONTOURS
- 350 — PROPOSED 5' LINER GRADE CONTOURS
- — PROPOSED HINGELINES
- x - x - EXISTING FENCE
- — EXISTING UNPAVED ROADS
- == == EXISTING PAVED ROADS
- — EXISTING LINER LIMIT
- — PROPOSED LINER LIMIT
- — EXISTING LCRS COLLECTION PIPE
- — PROPOSED LCRS COLLECTION PIPE
- — PROPOSED ROAD
- — PROPOSED AGGREGATE BASE

NOTES:  
1. EXISTING TOPOGRAPHY BASED ON AERIAL SURVEY FROM MAY 23, 2018.

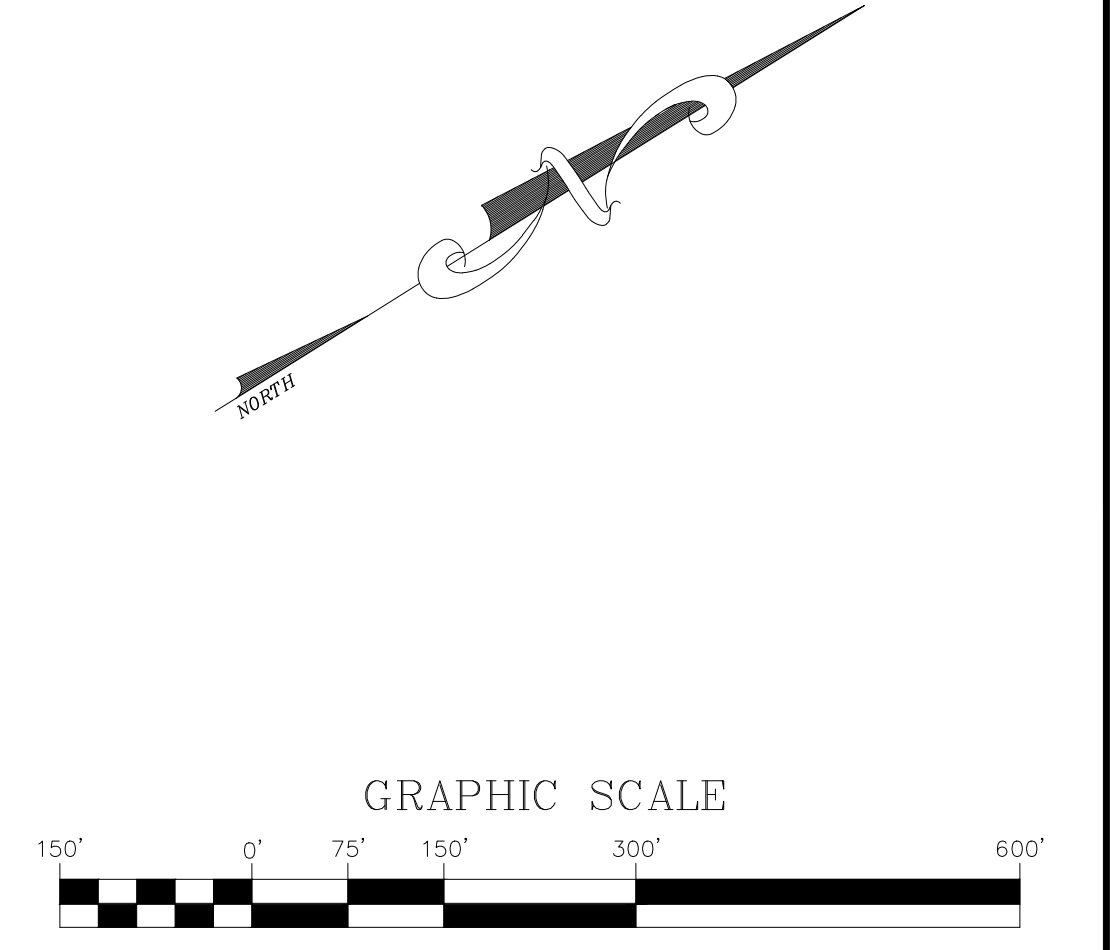
A		11/8/18	75% DESIGN DRAWINGS	JMG	SAH/JMG	SAH	---	DATE OF ISSUE: 11/8/2018 DESIGNED BY: SAH/JMG DRAWN BY: JMG CHECKED BY: SAH APPROVED BY: ---		 143E Spring Hill Dr, Grass Valley, California 95945 geo-logic.com 530.272.2448	 SALINAS VALLEY SOLID WASTE AUTHORITY	JOHNSON CANYON SANITARY LANDFILL MODULE VII CONSTRUCTION PLANS MONTEREY COUNTY, CALIFORNIA PROPOSED SUBGRADE PLAN	FIGURE NO. C01 PROJECT NO. AU18.1080.00
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LOCATION: N:\Johnson Canyon\AU18.1080.00 - 2018 JCI Solid Waste Engineering\5. Engineering\1. Civil\Drawings\02 PROPOSED STOCKPILE PLAN.dwg DATE: 11/8/2018 2:07 PM PLOT SCALE = 1:1 PLOTTED BY: STEPHANIE HAMILTON



- LEGEND**
- 350 — EXISTING 10' CONTOURS
  - 350 — EXISTING 2' CONTOURS
  - 350 — PROPOSED 10' STOCKPILE FILL CONTOURS
  - 350 — PROPOSED 2' STOCKPILE FILL CONTOURS
  - 350 — PROPOSED 10' MODULE LINER GRADE CONTOURS
  - 350 — PROPOSED 2' MODULE LINER GRADE CONTOURS
  - x - x - EXISTING FENCE
  - - - - EXISTING UNPAVED ROADS
  - - - - EXISTING PAVED ROADS
  - - - - EXISTING LINER LIMIT
  - - - - PROPOSED LIMITS OF HYDROSEEDING

**NOTES:**  
1. EXISTING TOPOGRAPHY BASED ON AERIAL SURVEY FROM MAY 23, 2018.

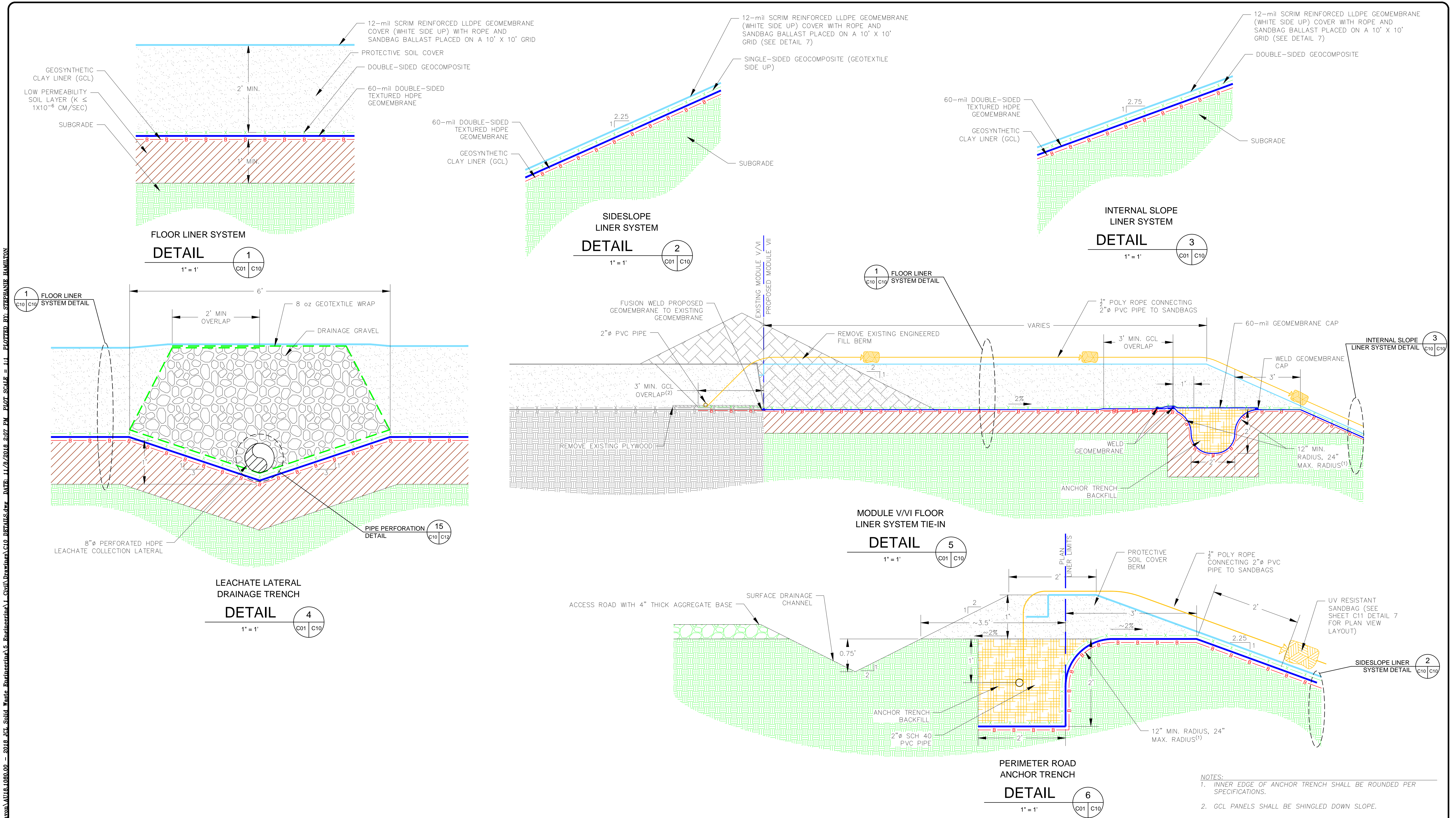
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REV. NO.	DATE	DESCRIPTION		DRAWN BY	DESIGNED BY	CHECKED BY	APPROVED BY						

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**DRAFT - NOT FOR CONSTRUCTION**



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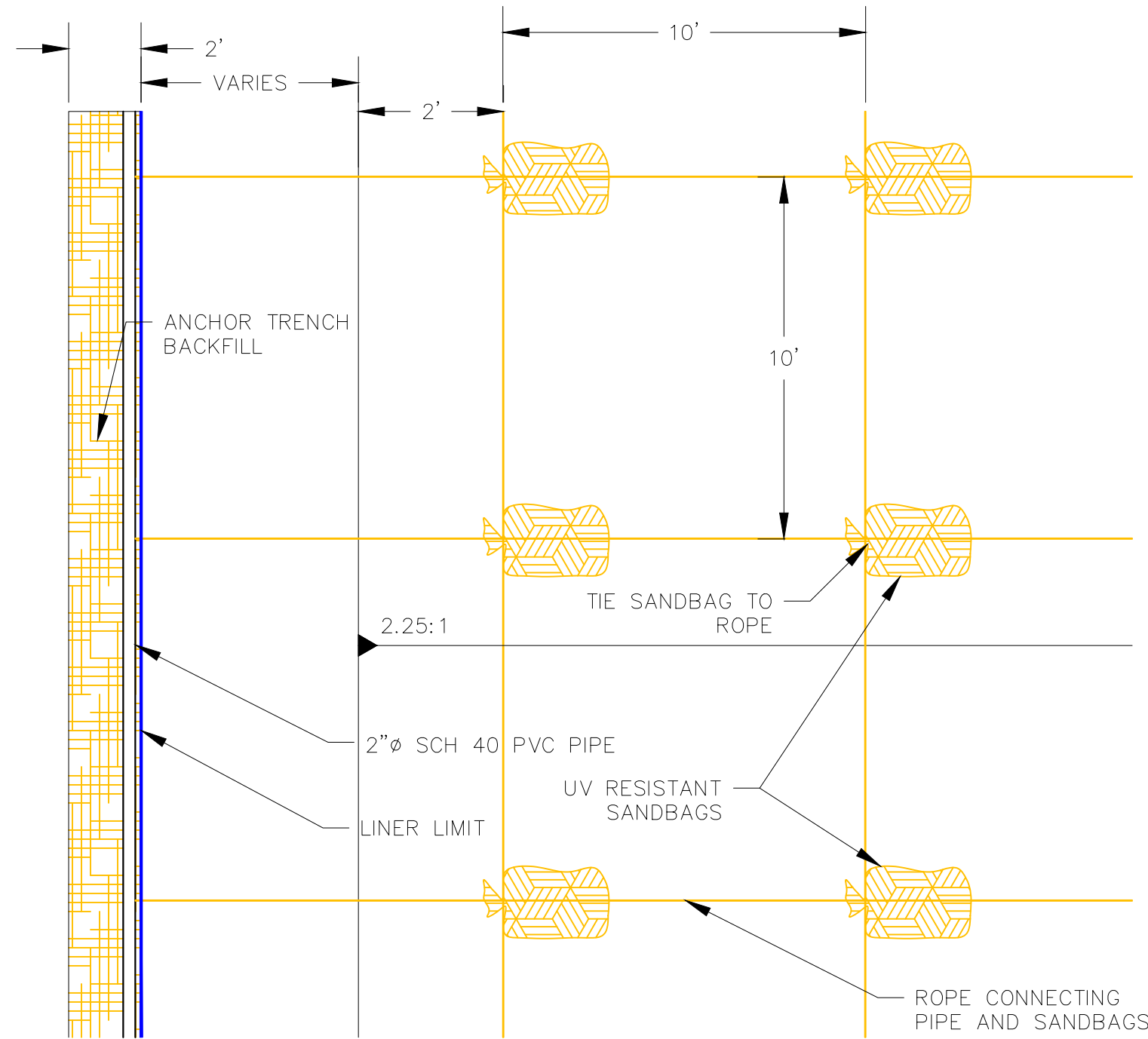
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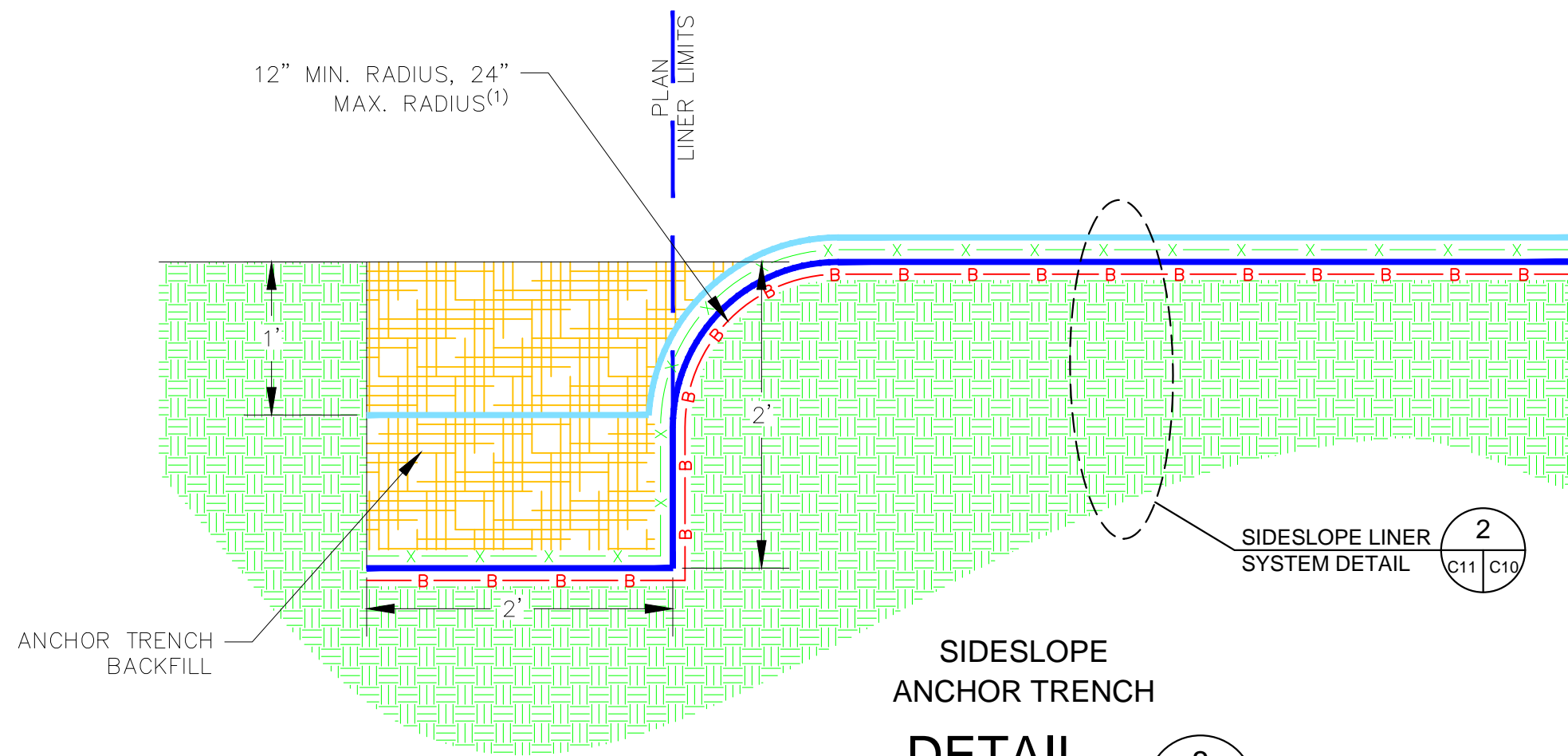


SIDESLOPE SANDBAGS  
PLAN VIEW

DETAIL

NTS

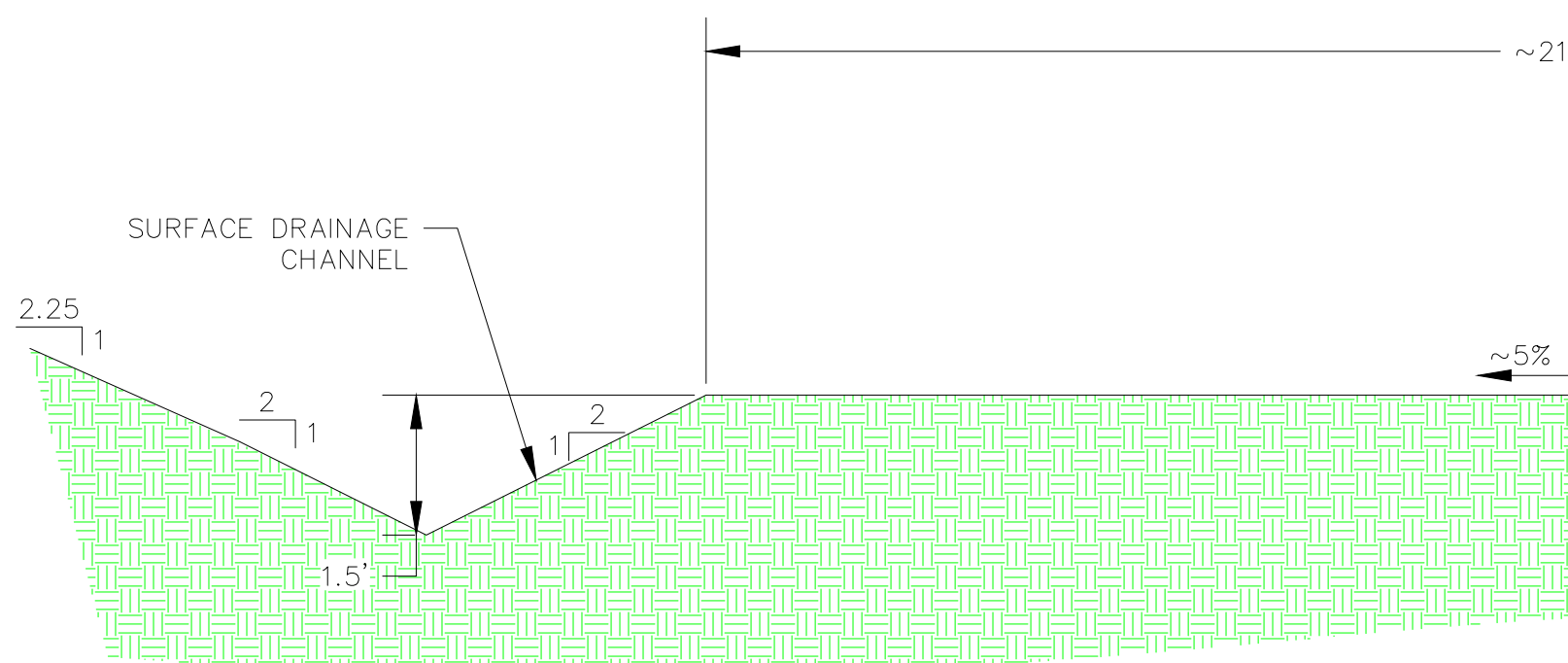
7  
C01 C11



SIDESLOPE  
ANCHOR TRENCH  
DETAIL

1" = 1'

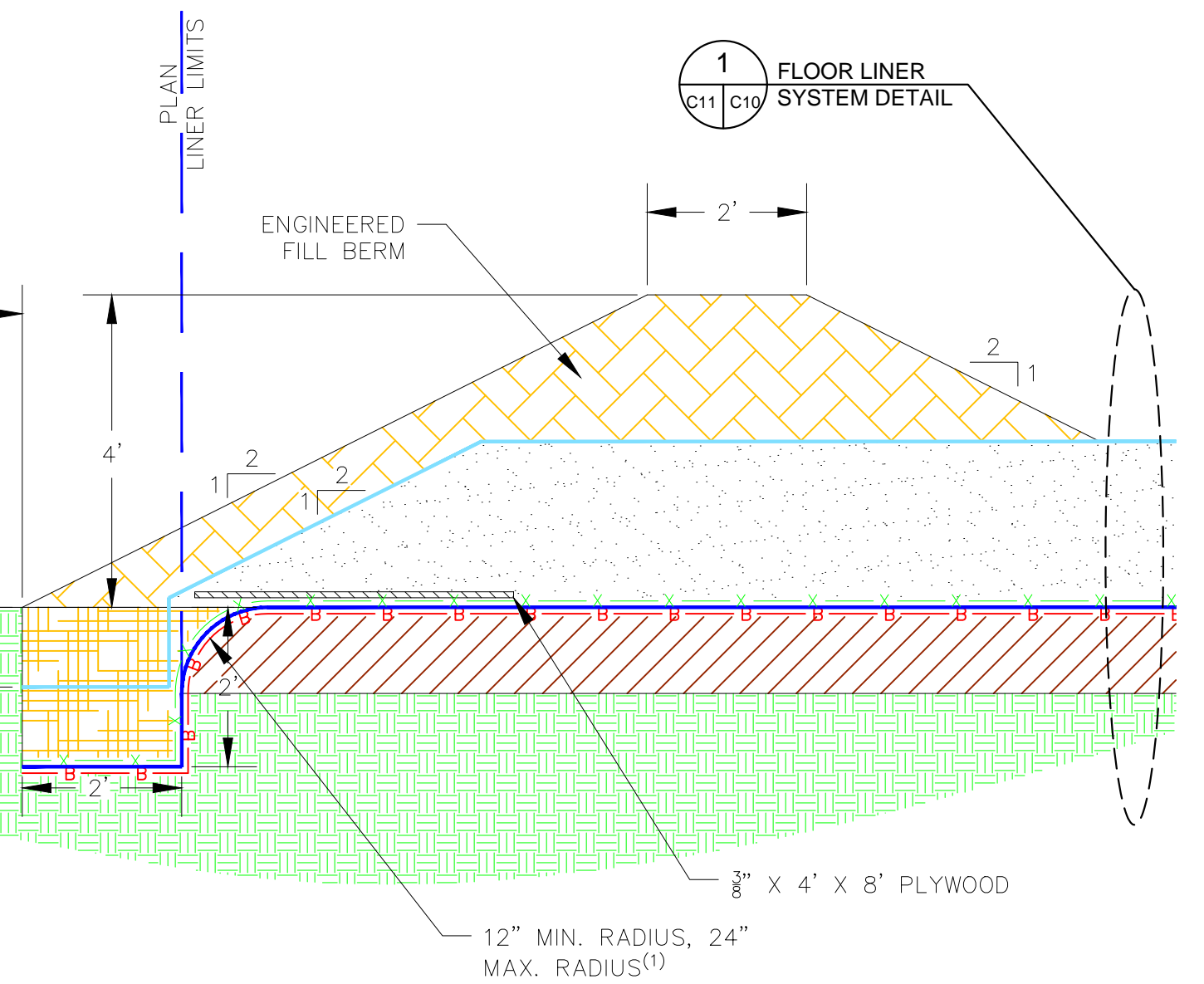
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C01 C11



FLOOR LINER  
TERMINATION BERM  
DETAIL

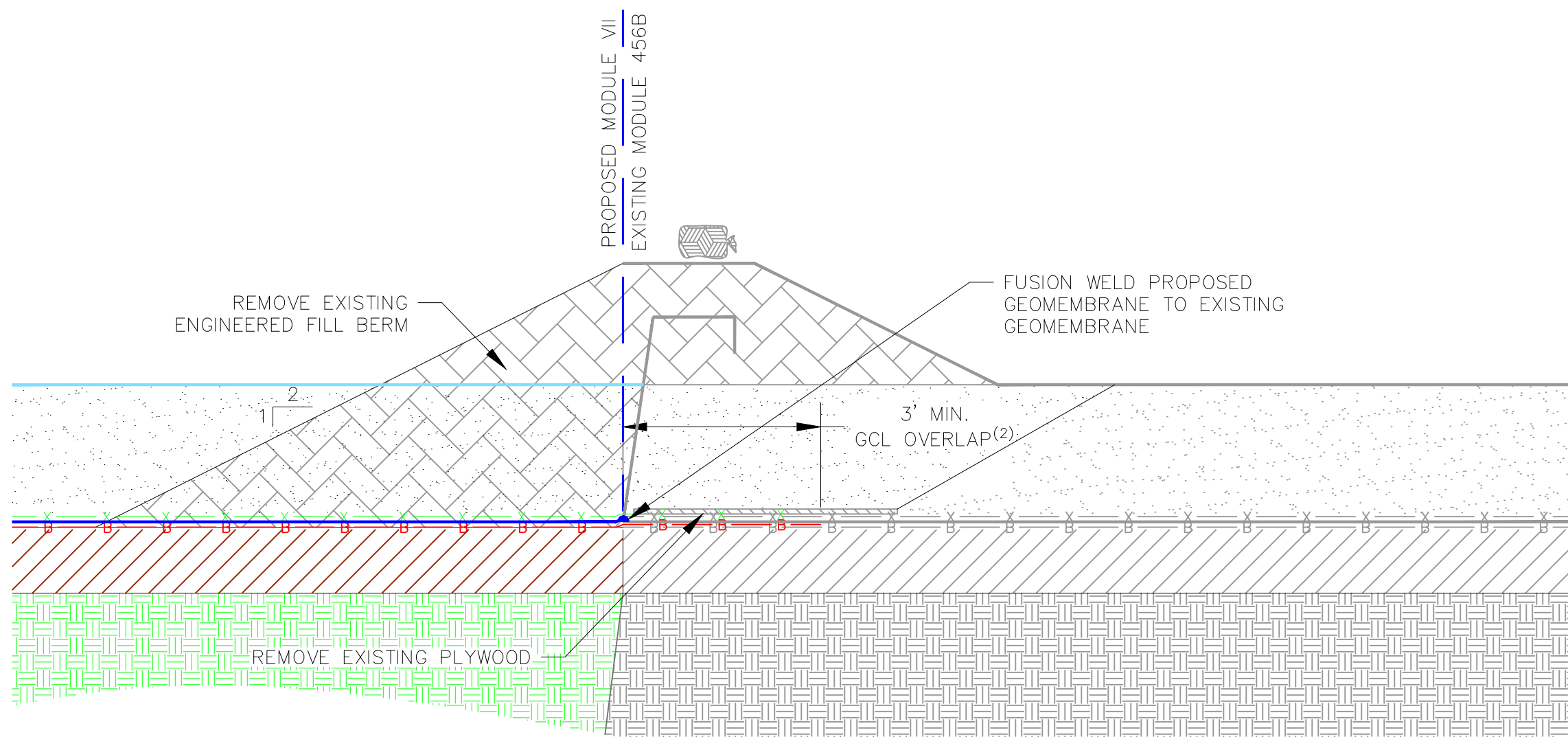
1" = 2'

9  
C01 C11



1  
C11 C10

FLOOR LINER  
SYSTEM DETAIL

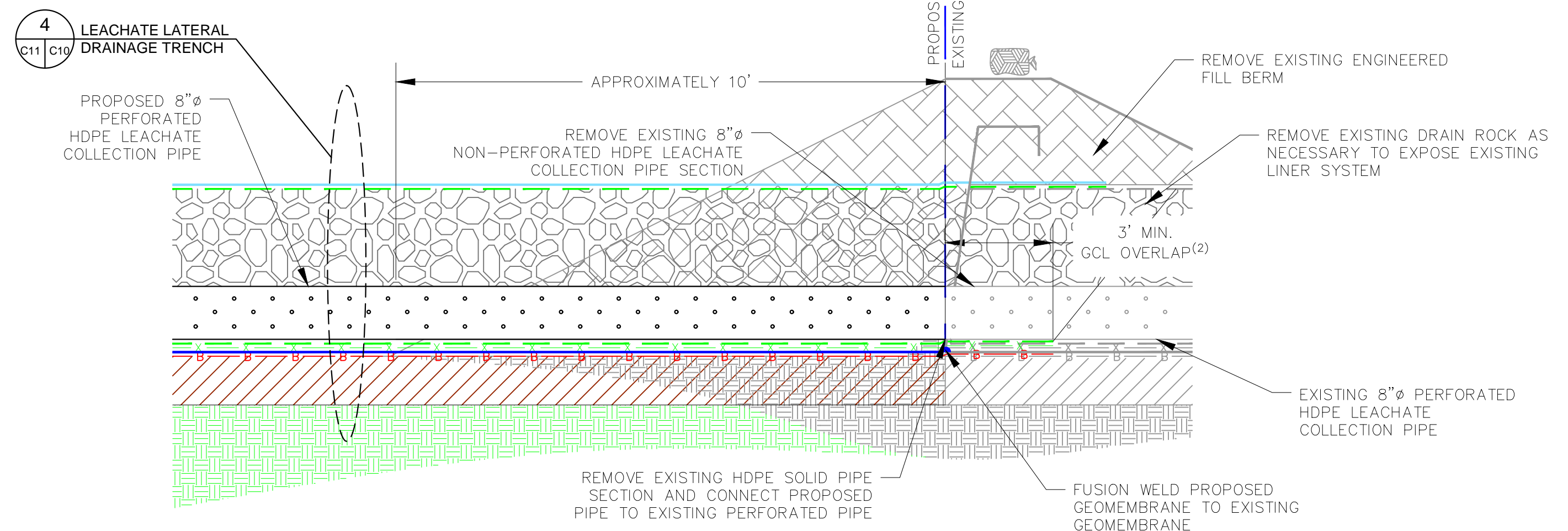


MODULE 456B FLOOR  
LINER TIE-IN

DETAIL

1" = 2'

10  
C01 C11



MODULE 456B  
LCRS TIE-IN

DETAIL

1" = 2'

11  
C01 C11

- NOTES:
1. INNER EDGE OF ANCHOR TRENCH SHALL BE ROUNDED PER SPECIFICATIONS.
  2. GCL PANELS SHALL BE SHINGLED DOWN SLOPE.

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DATE OF ISSUE: 11/8/2018  
DESIGNED BY: SAH/JMG  
DRAWN BY: JMG  
CHECKED BY: SAH  
APPROVED BY: ----

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MODULE VII CONSTRUCTION  
PLANS  
MONTEREY COUNTY, CALIFORNIA

DETAILS

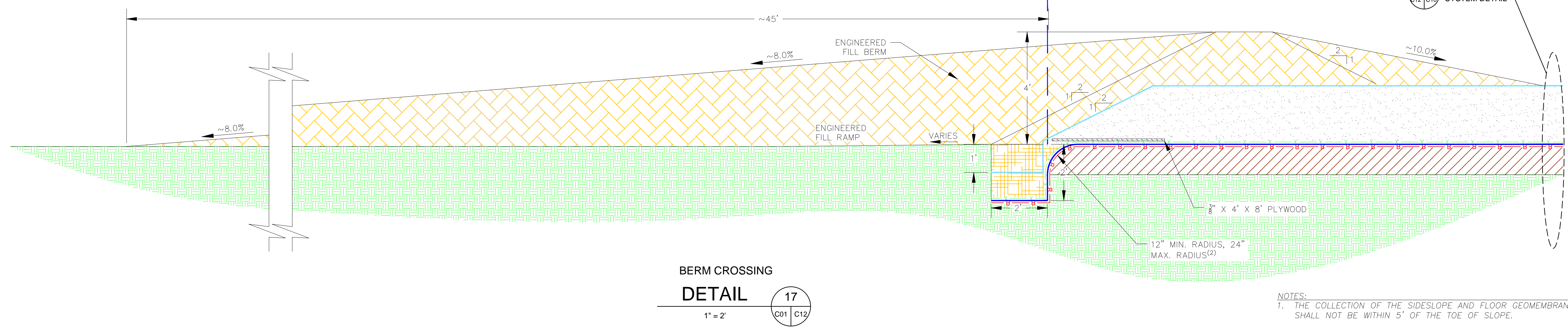
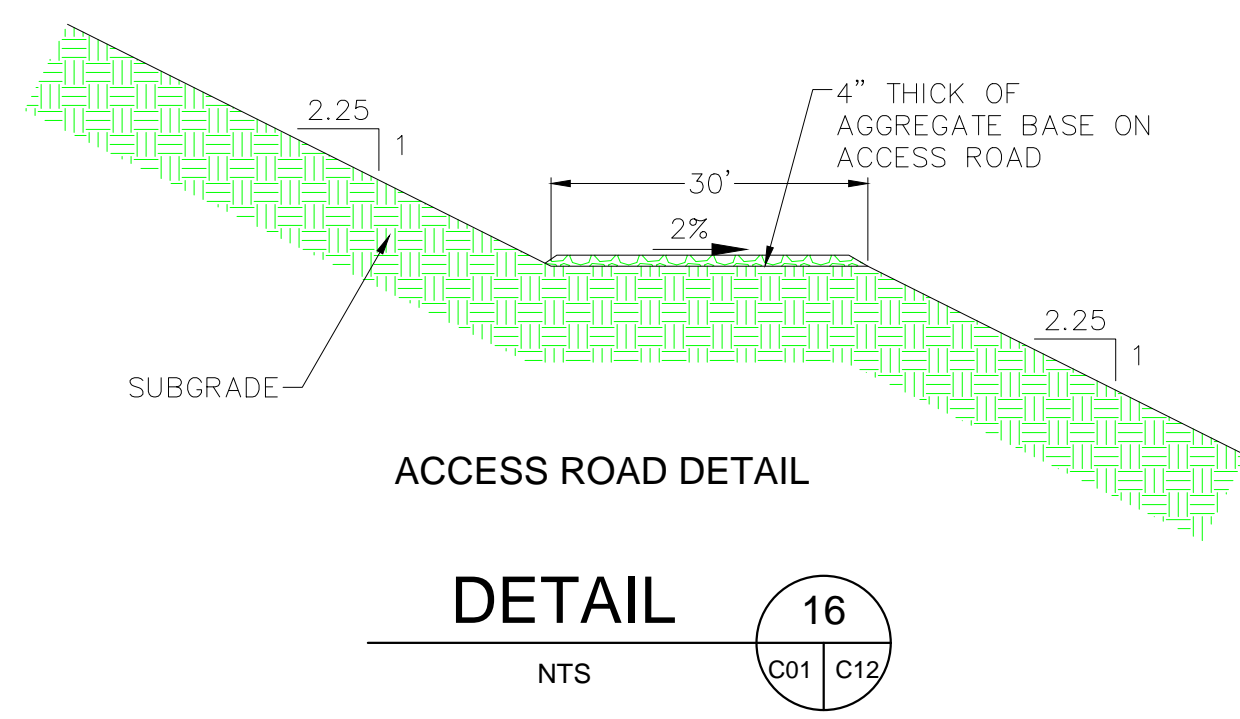
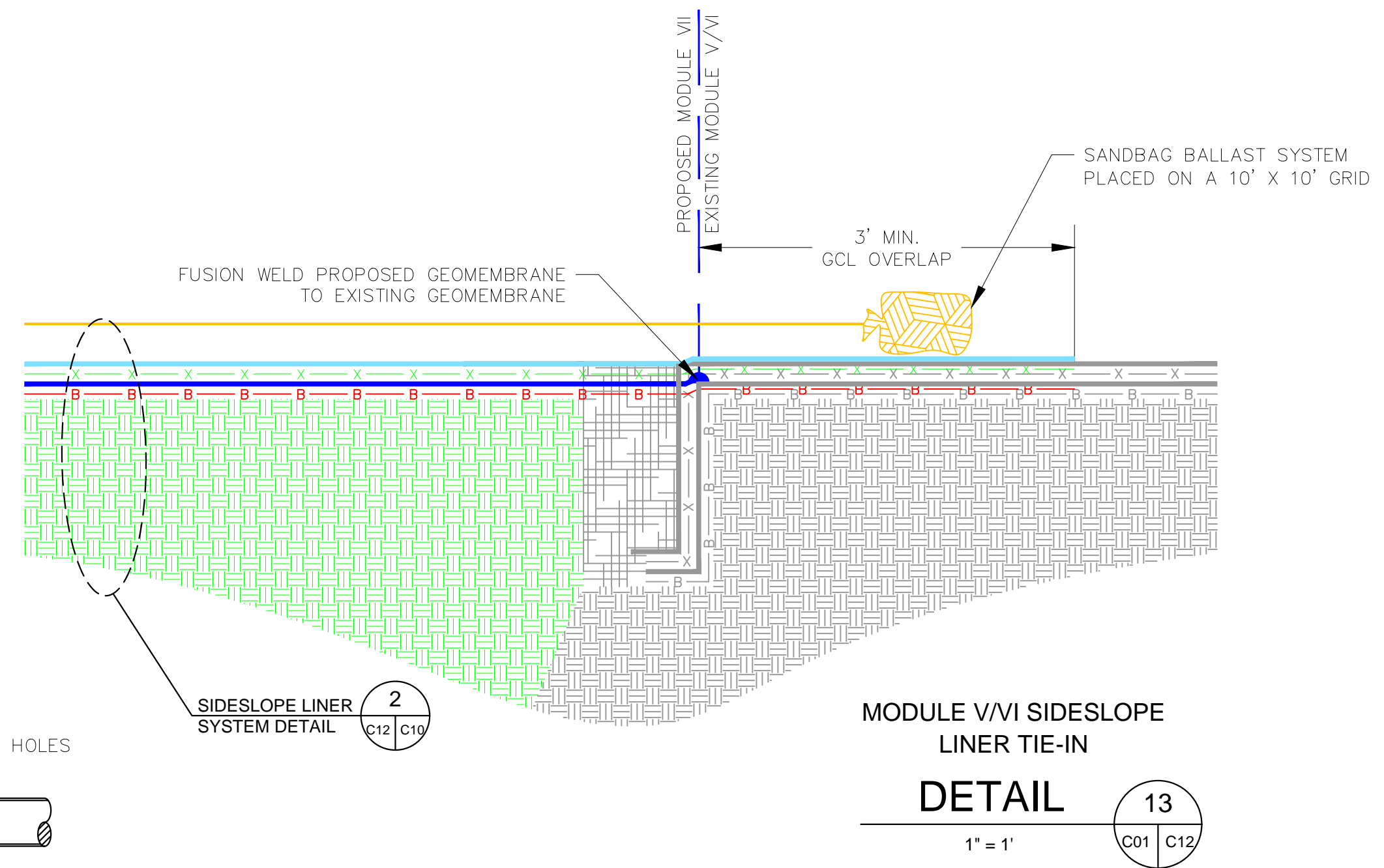
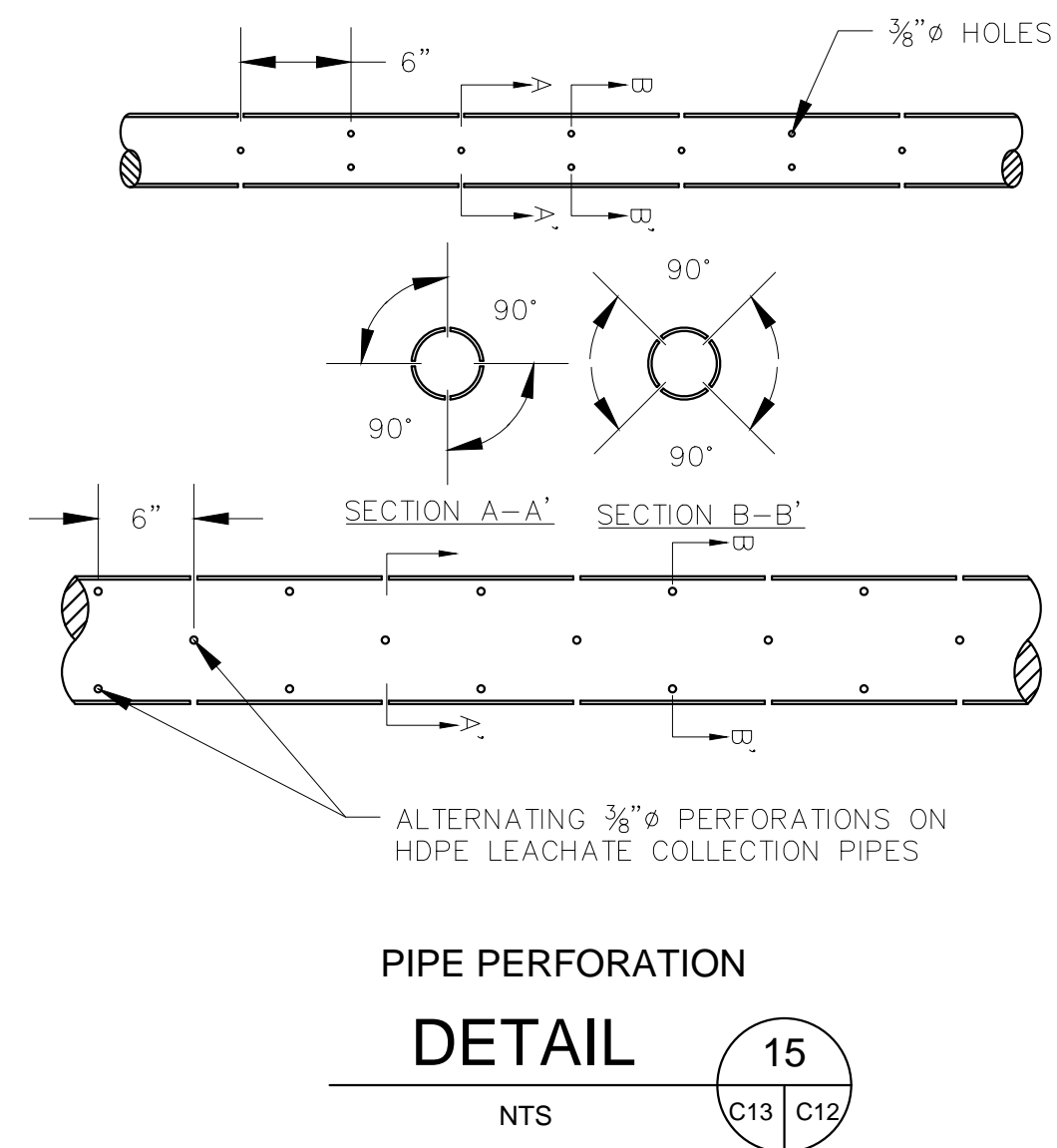
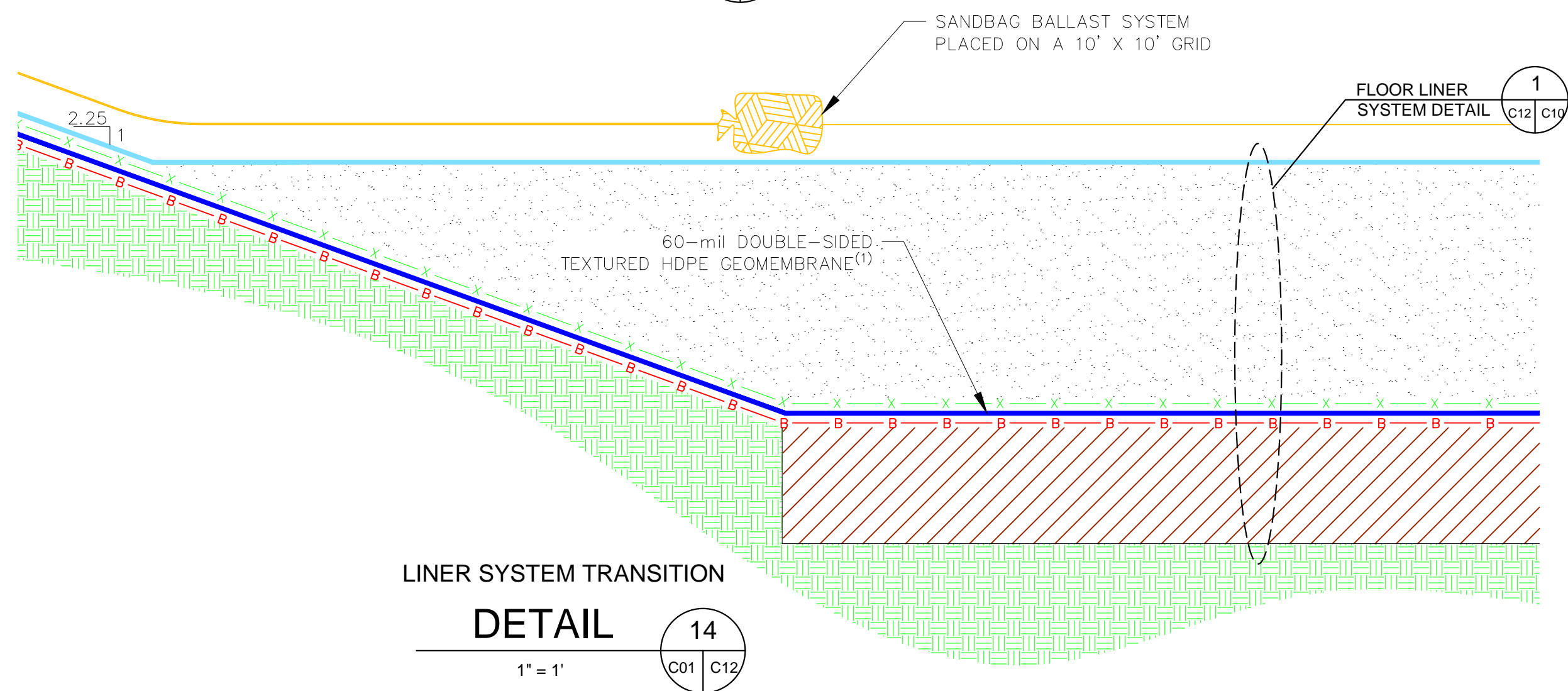
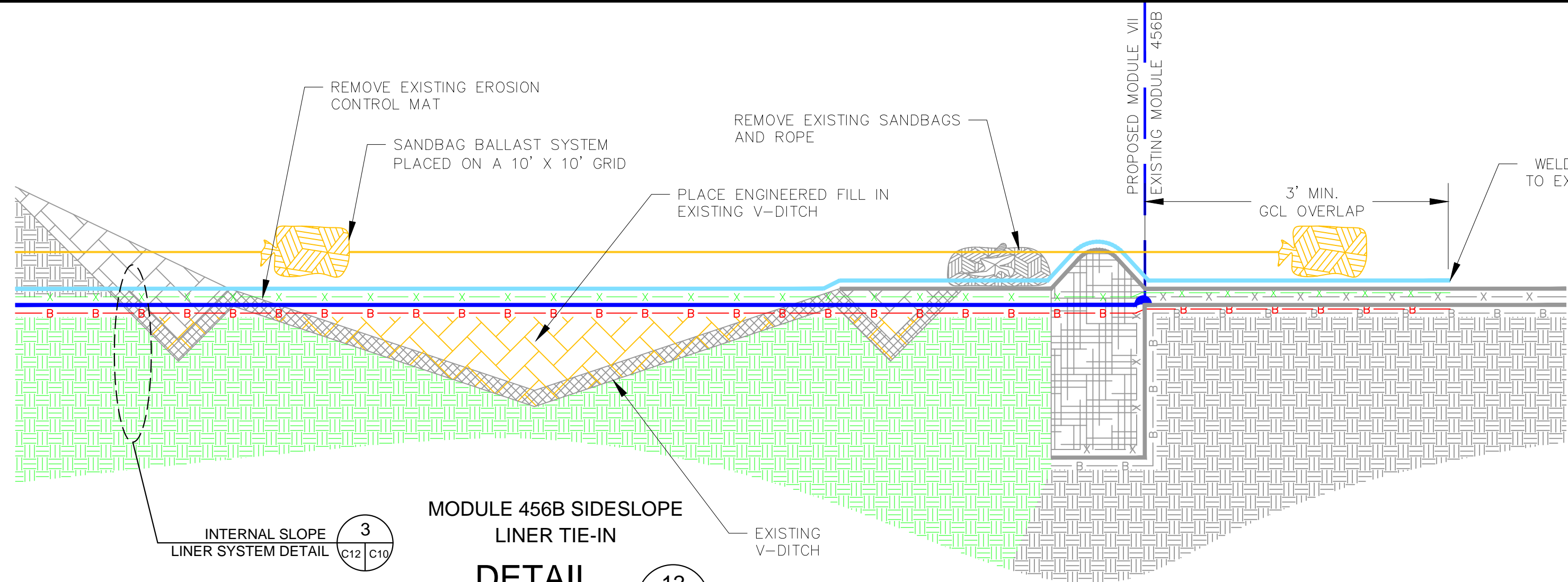
FIGURE NO.  
C11  
PROJECT NO.  
AU18.1080.00

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- NOTES:
1. THE COLLECTION OF THE SIDESLOPE AND FLOOR GEOMEMBRANE SHALL NOT BE WITHIN 5' OF THE TOE OF SLOPE.
  2. INNER EDGE OF ANCHOR TRENCH SHALL BE ROUNDED PER SPECIFICATIONS.

A	11/8/18	75% DESIGN DRAWINGS	JMG	SAH/JMG	SAH	----
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DATE OF ISSUE: 11/8/2018  
DESIGNED BY: SAH/JMG  
DRAWN BY: JMG  
CHECKED BY: SAH  
APPROVED BY: ----

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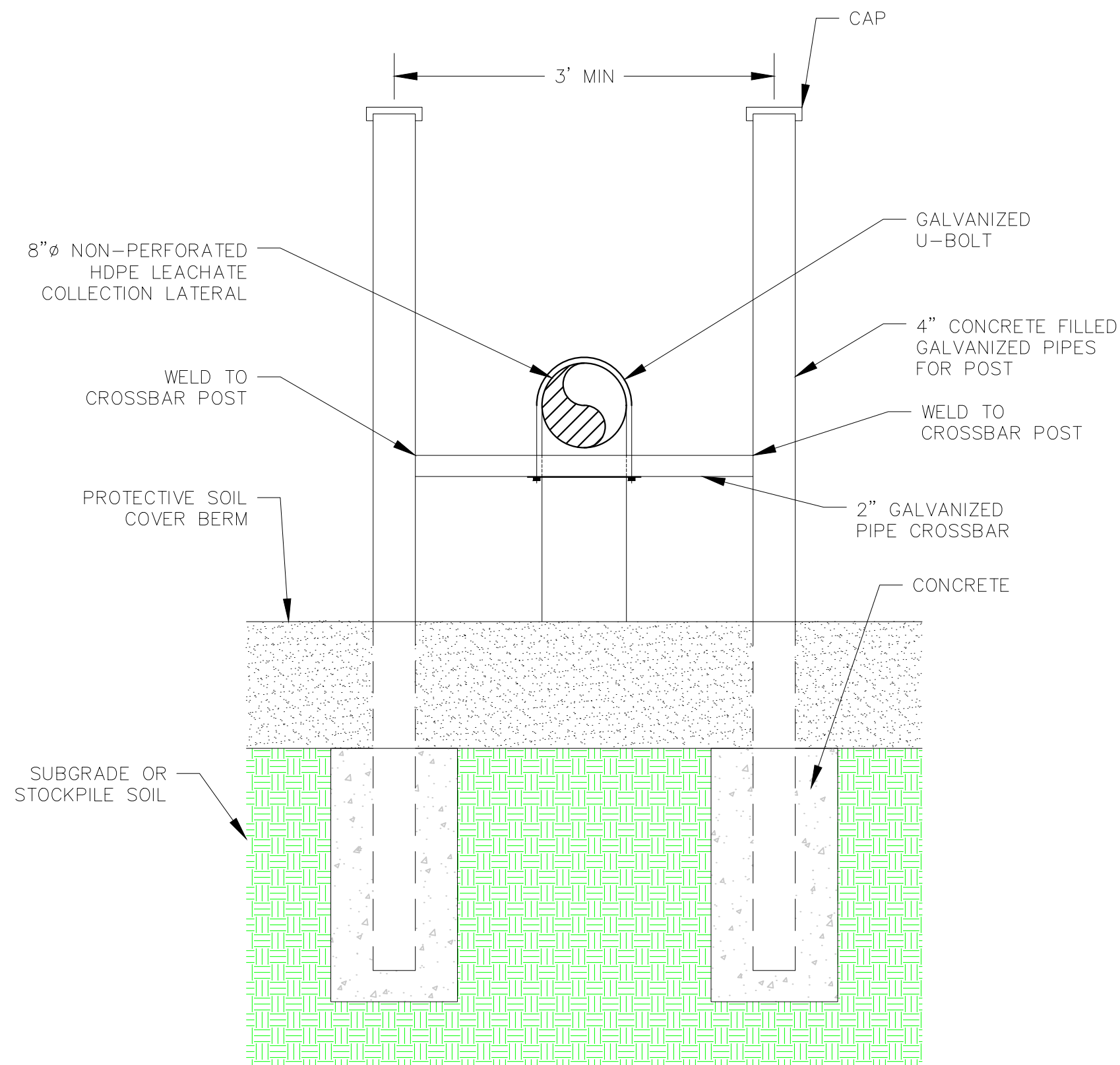
JOHNSON CANYON SANITARY LANDFILL  
MODULE VII CONSTRUCTION  
PLANS  
MONTEREY COUNTY, CALIFORNIA  
DETAILS

FIGURE NO.  
C12  
PROJECT NO.  
AU18.1080.00

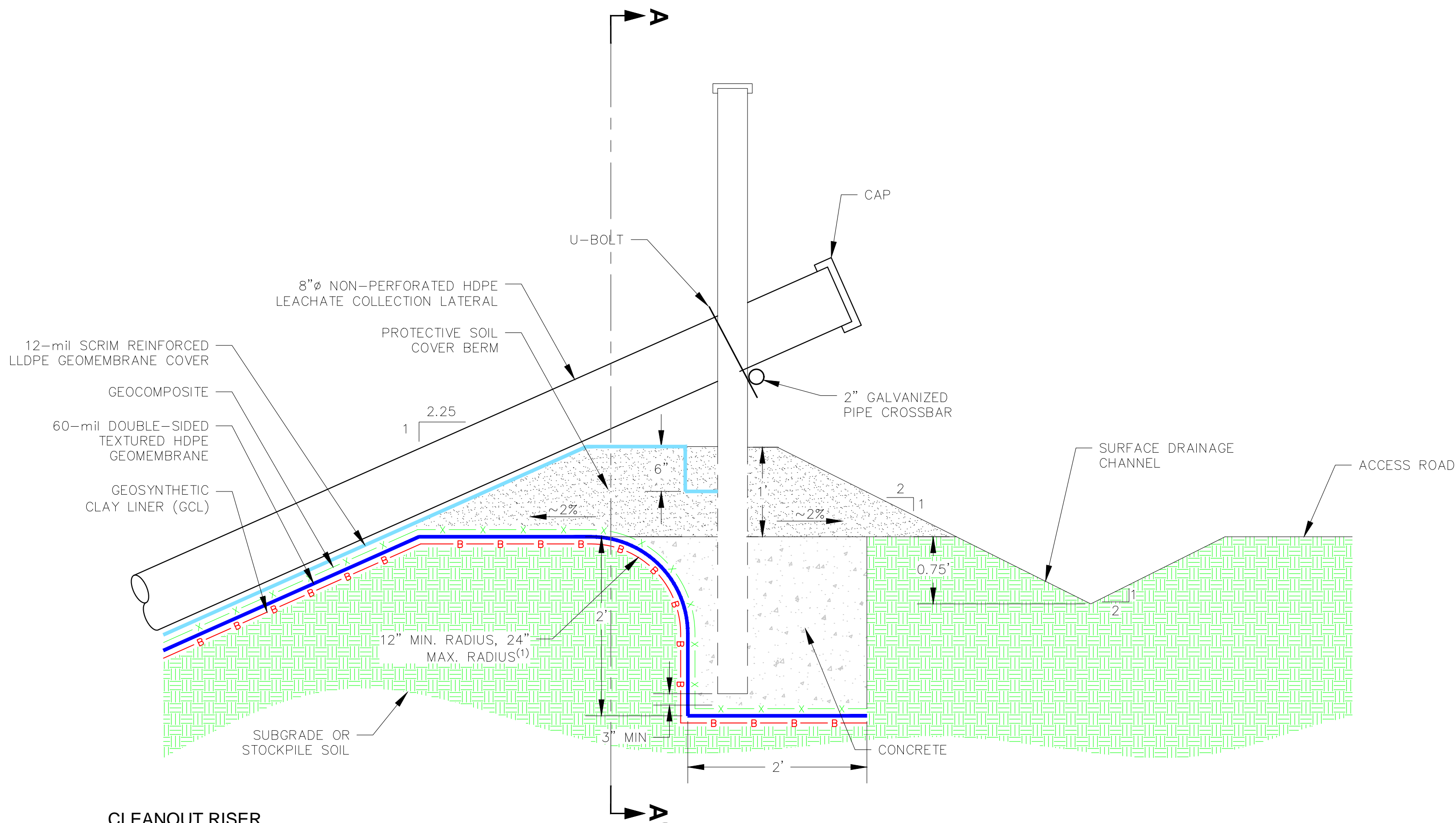
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SECTION A - A'



CLEANOUT RISER  
SUPPORT STRUCTURES

DETAIL

1"=1'

18  
C01 C13

NOTES:  
1. INNER EDGE OF ANCHOR TRENCH SHALL BE ROUNDED PER SPECIFICATIONS.

A	11/8/18	75% DESIGN DRAWINGS	JMG	SAH/JMG	SAH	----	DATE OF ISSUE: 11/8/2018
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							CHECKED BY: SAH
REV. NO.	DATE	DESCRIPTION	DRAWN BY	DESIGNED BY	CHECKED BY	APPROVED BY	APPROVED BY: ----

DATE OF ISSUE: 11/8/2018
DESIGNED BY: SAH/JMG
DRAWN BY: JMG
CHECKED BY: SAH
APPROVED BY: ----

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MODULE VII CONSTRUCTION  
PLANS  
MONTEREY COUNTY, CALIFORNIA

DETAILS

FIGURE NO.  
C13  
PROJECT NO.  
AU18.1080.00

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 <p>Report to the Board of Directors</p>	ITEM NO. 9
	N/A
	Finance Manager/Controller-Treasurer
	
Date: November 15, 2018	General Manager/CAO
From: Mandy Brooks, Resource Recovery Manager	N/A
Title: Citizens Advisory Group Annual Report	Legal Counsel

#### RECOMMENDATION

Staff recommends that the Board receive the fourth Annual Citizens Advisory Group (CAG) report.

#### STRATEGIC PLAN RELATIONSHIP

The establishment of the Citizens Advisory Group is tied to the Strategic Plan Goals to "Select and Implement Facilities and Programs that Lead to Achievement of at least 75% Waste Diversion" and "Promote the Value of SVR Services and Programs to the Community".

#### FISCAL IMPACT

There is no fiscal impact other than staff time to coordinate and participate in the CAG meetings.

#### DISCUSSION & ANALYSIS

The Citizens Advisory Group (CAG) met seven times between Nov 2017 and Sep 2018 focusing most of its time on progress related to the Long-Term Facility Needs (LTFN) Project's Environmental Impact Report (EIR). The group continued to provide ongoing review and comment for the Board and staff on the reconsidered options and revised Long-Term Facility Needs project and assessment, including a revised environmental impact report, long-range financial analysis and economic benefits study. In addition to LTFN EIR updates, the CAG also reviewed Board meeting highlights and discussed and commented on updates to the Strategic Plan Goals and six-month Objectives at every meeting.

At the Nov 2017 CAG meeting the group reviewed three more sections of the LTFN Project EIR; Biological Resources, Geology and Soils, and Growth Inducement. At the January 2018 CAG meeting, members were informed that at the December 21, 2017 Board meeting, the Board of Directors terminated the purchase option agreement on the CAG's recommended Harrison Road property (1 of 5 proposed project sites), effectively eliminating this project option from further consideration. As a result, all California Environmental Quality Act (CEQA) related work was temporarily suspended pending Board direction and re-noticing of a revised CEQA project description.

With the LTFN Project temporarily suspended, the February, March, and April 2018 CAG meetings consisted of the group discussing the development of a revised CEQA project description and providing input on new site options recommended by Salinas and County

representatives, including Madison Lane Transfer Station and collaboration opportunities and options with the Monterey Regional Waste Management District. The CAG suggested that along with the Market Research Study and Board Priority survey results, that Authority employees and CAG members also be surveyed to provide their input on the project as stakeholders in the process. The results of that priority survey revealed that the CAG and employee ranked "reducing illegal dumping" as one of the highest priorities, followed by "ensuring all local residents/businesses have a safe and convenient place to drop-off recyclables, HHW and waste", which also aligned with the majority of the Board of Directors and Salinas Valley residents' priorities.

At the June 2018 meeting, the group expressed their support of the revised LFTN Project description that included Madison Lane as the preferred project site and discussed potential community outreach and partnership opportunities to help support the project.

At the August 2018 meeting CAG members were informed that the Board deferred the revised LFTN project description and requested the formation of a board-level ad hoc committee consisting of the three Executive Committee members to meet with the Monterey Regional Waste Management District's (District) ad hoc committee to discuss potential collaboration opportunities between the two agencies and provide input on the project description. The group also reviewed and discussed the City of Salinas's proposed Draft Memorandum of Understanding for Collaboration Between the Monterey Regional Waste Management District and Authority.

#### CAG Member Comments

The seven current CAG members have reviewed this report and agree with the information as presented.

#### BACKGROUND

The Citizens Advisory Group (CAG) was established by the Authority's Board of Directors in 2013 to provide additional public input and feedback on Authority projects, plans, and activities ranging from capital improvement projects, advanced recycling and recovery projects, environmental review documents, public service issues, and more. Members of the CAG are appointed by each Board of Director. At the June 2018 Board Meeting, Paula Getzelman, appointed by Director Salinas, was awarded with a Community Service Recognition for her commitment to the CAG and South Monterey County community with a perfect attendance record over the past 5 years.

#### *Appointments:*

	By Director	Jurisdiction	Appointee	Appointment Date	Re-Appoint Date	Leave Date
1	S. Salinas	County of Monterey	Paula Getzelman	10/17/13	3/16/17	
2	J. Phillips	County of Monterey	Grant Leonard	3/16/17		
3	G. De La Rosa	City of Salinas	Janet Barnes	08/21/14	3/16/17	
4	K. Craig	City of Salinas	John Bailey	5/18/17		
5	L. Silva	City of Gonzales	George Worthy	7/24/2017		
6	R. Cullen	City of King	Daniel Raquinio	9/26/13	3/16/17	



7	A. Torres	City of Greenfield	Marty H. Ramirez	June 2018		
VACANT	C. Bourke	City of Soledad	Pervaiz Masih	January 2018		5/10/18
VACANT	T. Barrera	City of Salinas				

Attendance:

CAG Member	Nov 2017	Jan 2018	Feb 2018	Mar 2018	April 2018	June 2018	Aug 2018	Meetings Attended
Paula Getzelman	1	1	1	1	1	1	1	7
Grant Leonard	1				1	1	1	4
Janet Barnes	1			1		1		3
John Bailey	1	1	1	1			1	5
George Worthy		1				1		2
Pervaiz Masih		1			1			2
Daniel Raquinio	1		1	1				3
Marty H. Ramirez							1	1
Total	5	4	3	4	3	4	4	

Attachments:  
None



## Report to the Board of Directors

ITEM NO. 10

Finance and Administration  
Manager/Controller-Treasurer

General Manager/CAO

N/A

General Counsel

Date: November 15, 2018

From: Mandy Brooks, Resource Recovery Manager

Title: A Resolution Awarding an Agreement to Cascadia Consulting Group to Conduct a Waste Characterization Study for the Amount of \$154,383.00

### RECOMMENDATION

Staff recommends adopting the resolution for this item. Awarding an agreement to Cascadia Consulting Group (Cascadia) to conduct a Waste Characterization Study for the amount of \$154,383 will allow the Authority to plan and implement effective and sustainable solid waste and resource recovery policies and programs.

### FISCAL IMPACT

The current budget includes \$150,000 for this item in the Capital Improvement Project 9106. The remaining funds of \$4,383 are included in the current Resource Recovery budget.

Cascadia provided two cost proposals; a baseline proposal of \$154,383 based on the RFP requirements and an alternative cost proposal of \$124,059 which included reducing the sample size by 130 and the characterization of waste from Jolon Rd Transfer Station be conducted at Johnson Canyon Landfill. The review committee believes that Cascadia Consulting Group's baseline cost proposal of \$154,383 is reasonable and will maintain the same representative data sample size and data precision levels that meet industry standards as conducted in the previous study.

### DISCUSSION & ANALYSIS

On October 18, 2018 the Board approved a resolution releasing a Request for Proposal (RFP) to conduct a Waste Characterization Study. A competitive RFP was released on October 19 to ten solid waste & resource recovery consultants and was posted on the Authority's website. A newspaper ad was also placed in the Salinas Californian and ran on October 24.

A total of two proposals were received from the following consultants; Cascadia Consulting Group and APTIM Environmental. Based on the qualifying factors in the RFP, Cascadia scored the highest by the review committee in the required criteria including specialized experience and project understanding and was selected as the preferred consultant. Cost proposals were only reviewed after the preferred consultant was selected.

Based on Cascadia's proposal they have demonstrated specialized work experience and knowledge with more than 25 years of experience in designing and managing over 500 waste

characterization studies for over 100 different clients, including CalRecycle. Cascadia also has intimate knowledge of working in the Salinas Valley as they conducted the Authority's 2007-2008 Waste Characterization Study. The agreement term is for one year.

In order to complete an agreement prior to November 30, 2018 and ensure the timeline for conducting the two sampling periods (Winter and Spring 2019) is adhered to, it is recommended that the Board adopt the resolution authorizing the award of the Professional Services Agreement to Cascadia for conducting a waste characterization study. It is anticipated that the final report summarizing the study findings will be presented at the Authority's regular scheduled Board of Directors meeting in late summer/fall 2019.

## BACKGROUND

Effective planning for any solid waste and resource recovery agency requires knowing how much of each type of material is in the waste stream, who generates the material, and where it originates from. The process is known as a Waste Characterization Study. The study will be conducted over two survey periods at each of the Authority's three facilities including the Madison Lane Transfer Station in Salinas.

With current information and data on the types and amounts of materials disposed of in the waste stream, the Authority can better plan and implement new waste diversion activities to achieve compliance with various state mandates. Over the past year, the Authority has worked to expand the current organics recycling operation to achieve the levels of diversion and greenhouse gas emission reductions required by the Mandatory Commercial Organics Recycling Program (Assembly Bill 1826) and Short-Lived Climate Pollutants and Methane Emissions Reduction Strategy (Senate Bill 1383). These mandates effectively eliminate the disposal of organic materials (including food scraps) in landfills by 2025 and are driving changes in the way organic waste material will be handled.

The Authority's most current Waste Characterization Study was conducted in 2007-2008 and was used to characterize the Salinas Valley's landfilled Municipal Solid Waste (MSW) and supported efforts to implement programs to increase the amount of material diverted to achieve AB 939 compliance and the Authority's 75% diversion goal.

Since 2008, there have been changes in demographics in the Authority's service area that should be accounted for with a new Waste Characterization Study. With the development of the Memorandum of Understanding (MOU) between the Authority and Monterey Regional Waste Management District (District) for collaborative infrastructure use, it is important to complete a waste characterization study to determine recovery value for mixed commercial and multi-family wastes. In addition, it provides staff more accurate information to make decisions on current and future diversion programs including implementation of new conversion technologies to increase materials recovery of landfilled wastes.

## ATTACHMENT(S)

1. Resolution
2. Exhibit A – Professional Service Agreement and Cost Proposal

RESOLUTION NO. 2018 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY  
AWARDING AN AGREEMENT TO CASCADIA CONSULTING GROUP FOR CONDUCTING A WASTE  
CHARACTERIZATION STUDY FOR THE AMOUNT OF \$154,383

WHEREAS, on October 19, 2018 the Authority released a Request for Proposals for waste characterization study services due on November 7, 2018; and,

WHEREAS, two proposals were received and it was determined that Cascadia Consulting Group met the requirements of specialized experience and project understanding for designing and implementing comprehensive waste characterization studies.

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 award the Professional Services Agreement to Cascadia Consulting Group for conducting a Waste Characterization Study, as attached hereto and marked "Exhibit A" for the amount of \$154,383.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 15<sup>th</sup> day of November 2018, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

ATTEST:

\_\_\_\_\_  
Simon Salinas, President

\_\_\_\_\_  
Erika J. Trujillo, Clerk of the Board

## EXHIBIT A

### PROFESSIONAL SERVICES AGREEMENT



#### AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN SALINAS VALLEY SOLID WASTE AUTHORITY AND CASCADIA CONSULTING GROUP

#### TO PROVIDE WASTE CHACACTERIZATION STUDY SERVICES

This agreement, made and entered into this 15<sup>th</sup> day of November 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 Cascadia Consulting Group. (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 "A," attached hereto and incorporated herein by reference.

#### **2. Completion Schedule**

Consultant shall complete the consulting services described in Exhibit "A" by November 15, 2019.

#### **3. Compensation**

Authority hereby agrees to pay Consultant 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 "A."

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 "A." Authority has listed those additional consulting services that could be anticipated at the time of the execution of the agreement as shown in Exhibit "A." 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 "A" 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. \_\_\_\_\_ 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.

#### 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 Authority, 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 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 effect 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 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. 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 hourly rates shown in Exhibit "A," 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  
128 Sun Street, Suite 101  
Salinas, CA 93901

***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:  
Company: Cascadia Consulting Group  
Name: Dieter Eckels, Director  
Address: 1109 1<sup>st</sup> Ave, Ste. 400  
City, State, Zip: Seattle, WA 98101
- 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  
Authority General Counsel

ATTEST:

---

Erika J. Trujillo  
Clerk of the Board

**CONSULTANT: Cascadia Consulting Group**

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Signature

---

Printed Name

Attachments:  
Exhibit A - Scope of Work and Fee Schedule

## Exhibit A



# WASTE CHARACTERIZATION STUDY SERVICES

ORIGINAL Proposal Response

Submitted to the Salinas Valley Solid Waste Authority

November 7, 2018

Cascadia Consulting Group, Inc.



# TECHNICAL PROPOSAL

## Statement of Qualifications

Cascadia Consulting Group, Inc. (Cascadia) is a small, women-owned business established in Seattle, WA in 1993 to provide rigorous research and analysis in support of solid waste management and diversion planning. With a team of 48 staff located in Seattle (WA) and Oakland (CA), Cascadia serves clients across the west coast and nationwide.

With a mission to “inspire and empower communities everywhere to protect and restore our world,” Cascadia provides a wide range of research, analytical, planning, and program implementation services in the areas of materials management, climate mitigation and adaptation, water quality and conservation, energy efficiency, and sustainability.

Cascadia’s materials management line of business includes both general (MSW) and specialized material stream characterization research as well as sustainable materials management planning, program design and performance evaluation, and sector-based outreach and technical assistance programs.

Over 25 years, Cascadia has earned a national reputation for leadership in designing, implementing, and analyzing data from **large and complex waste characterization studies** from coast-to-coast, tailoring our approaches to client needs. Cascadia has conducted more than 500 large-scale waste characterization studies for over 100 clients, including five previous CalRecycle Statewide Studies and the Authority’s 2007-2008 study, and has delivered more than 50 zero waste or materials management plans. Our clients include cities, counties, states, haulers, federal and military entities, airports and ports, academic institutions, NGOs, and private corporations.

We are pleased to submit our proposal and look forward to the opportunity to collaborate on this important project.



Dieter Eckels, Director



## OUR TEAM

Since 1993, Cascadia has specialized in collecting and analyzing real waste and recycling stream data to establish diversion baselines, measure performance, identify and prioritize new opportunities, and hone in on programmatic and operational efficiencies. In California and along the west coast, Cascadia's data is used by governments, agencies, and organizations to substantially reduce waste, emissions, and costs. Past and present clients include the states of California, Washington, Oregon, Hawaii, Wisconsin, Massachusetts, Connecticut, and Delaware and major North American cities including New York, Chicago, Philadelphia, San Francisco, Los Angeles, Seattle, Honolulu, Portland, San Jose, San Diego, Phoenix, Tucson, Houston, Salt Lake City, and Vancouver (B.C.).

In the arena of materials management research, our team offers:

- ▶ **Statistical expertise.** Cascadia has a full-time statistician and a team of statistical experts who will design your study to be unbiased and representative of your sampling population and to meet your requirements for confidence level, confidence interval, and budget.
- ▶ **Full-time professional staff with decades of waste sorting experience.** Our professional field crew managers have the experience and know-how to ensure that materials are selected, sorted, and weighed accurately and according to the design of the study.
- ▶ **Multiple quality assurance procedures to protect the integrity of your data.** These procedures include data backup and redundancy, unique sample ID numbers, maintaining chain-of-custody information, random spot checks of the data, and batch reviews.
- ▶ **Adherence to strict safety standards.** Cascadia provides all of its sorters with thorough safety training and site-specific safety plans for an accident-free safety record.
- ▶ **Clear and accessible reporting.** Our team prides itself on clear communication and reports that provide easy-to-understand and actionable data.

Over our 25-year history with waste characterization work we have developed strong relationships with haulers and facility staff across the West Coast that facilitate effective coordination, minimize disruption, and ensure smooth and safe operations while we conduct our studies. Our approach draws from our team's experience conducting studies for other jurisdictions; our experience designing and implementing five statewide studies for CalRecycle; and our strong track record of success working with other California municipalities to design and conduct reliable and defensible waste stream studies. Most importantly, our team has the specialized experience AND availability to complete the project.





**Dieter Eckels, Director-in-Charge**

Dieter Eckels, Project Director, brings more than 12 years of solid waste diversion research, modeling, and analysis experience, and is skilled in data management, field research, and study design and coordination. Over the past decade he has been heavily involved in the planning, design, implementation, evaluation, and management of nearly every one of Cascadia's waste characterization studies, facility audits, recycling potential assessments, feedstock characterizations, and waste stream modeling efforts coast to coast, for both public and private sector clients. His waste characterization clients have included the states of California, Connecticut, Delaware, Georgia, Rhode Island, and Illinois; the cities of Chicago, Honolulu, Houston, New York, Philadelphia, Seattle, Los Angeles, Portland, San Diego, San Jose, and Vancouver, B.C.; and

institutional clients including the United States Pentagon, the U.S. Army Corps of Engineers, the Pacific Northwest National Laboratory, and a range of private sector material recovery facilities, processing facilities, and haulers. Dieter specializes in reliable study designs, efficient sample collection, consistent sorting, error-free data analysis, and readable reports. He is particularly adept at managing large teams to accomplish large-scale, comprehensive studies for counties, states, and large metropolitan regions.

**Andrea Lai, Project Manager**

Andrea Lai joined Cascadia in 2015, specializing in research, analysis, and technical writing related to materials management research and planning. Andrea served as project manager for the Western Placer County Waste Management Authority Waste Characterization Study in early 2018, and she has supported previous studies across California, Hawaii, Arizona, and Washington as field crew manager, data analyst, and lead report writer. With Cascadia, Andrea has researched and recommended best practices for waste diversion for Louisville Metro Government in Kentucky and for several counties in Washington; served as a researcher for Seattle's Multifamily Food Waste Collection Study; led report writing for King County's ongoing Food Scraps Diversion study, and led report writing for the City of

Seattle's ongoing waste stream monitoring research project. Before joining Cascadia, Andrea worked on lifecycle and technoeconomic models to estimate emissions, operation costs, and utilities consumption of LanzaTech's low-carbon fuel process and researched biofuels product markets. She also wrote research funding applications, whitepapers, and process operation documents, translating complex biochemistry concepts into audience-appropriate language for academics, business partners, and government.

**Kirstin Hervin, Analyst**

Kirstin Hervin, Associate at Cascadia Consulting Group, brings more than five years of experience providing data management, analysis, and visualization support—translating solid waste, recycling, and organics data into meaningful information that clients can use to guide planning and investments. Kirstin develops analytical tools to measure and project generation and diversion impact across streams and sectors, and generates succinct reports that incorporate graphics and clear narratives to provide clients with the information they need. Most recently, she managed the collection and analysis of commercial waste and recycling characterization data for CalRecycle’s statewide generator study and served as a data management and analysis lead for waste stream modeling and projection efforts for Olympia (WA), Metro (OR), San Francisco (CA), Park City (UT), Spokane County (WA), Calabasas County (CA), and Oregon DEQ. For the Recycling Certification Institute, Kirstin assisted in the creation of a sampling protocol for the certification of mixed waste processing facilities. This work included a statistical analysis to develop a sampling schedule and recommendations for assessing recycling rates of such facilities. Before joining Cascadia, Kirstin worked on behalf of the Humboldt County Waste Management Authority to analyze the feasibility of a zero-landfill waste management system with energy recovery.

**Emily Chan, Field Lead**

Emily Chan joined Cascadia in 2015 to support waste characterization research and recycling-focused behavior change programs. With practical outreach experience and a degree in environmental science and resource management, Emily combines analytical and on-the-ground expertise to improve the efficiency and quality of material sampling and sorting efforts. Emily’s experience includes serving as a field crew member, sampling manager, and analyst on several waste characterization projects in Western Washington and California and performing evaluation research in support of commercial and multifamily recycling technical assistance programs in Western Washington, the San Francisco Bay Area, and across the country. Prior to joining Cascadia, Emily interned at the Environmental Protection Agency and served as an outreach specialist with Seattle Public Utilities Friends of Recycling and Composting (FORC) Program. Emily is fluent in Cantonese and conversant in Japanese.

**Michael Acode, Field Lead**

Michael Acode specializes in management and coordination of fieldwork. He brings more than four years of experience providing in-field audits to support successful recycling, composting, and waste reduction programs. He manages logistics and coordination for waste measurement projects at Cascadia, including ongoing characterization studies for King County (WA) and Seattle Public Utilities (WA), and recycling stream studies in Phoenix, Chicago, Denver, and Atlanta. In this role, he anticipates and identifies solutions to potential challenges well in advance and manages large and mobile teams to ensure smooth, efficient, and accurate audits for his clients.

**We have provided a resume for each core team member in Attachment A.**

## Past Performance / Experience

Cascadia brings more than 25 years of experience designing and delivering investment-grade waste stream research. We have designed and managed over 500 characterization studies for over 100 distinct clients, from comprehensive city, county, and state-wide MSW, recycling and organics studies to industrial feedstock analyses, facility and generator audits, residuals research, pilot program evaluations, contamination studies, and take-back program review. We are experts at planning and executing rigorous in-field studies that collect accurate and representative data safely, cleanly, efficiently, and on schedule—without disrupting day-to-day operations.

Specifically, in the past 25 years Cascadia has:

- ▶ Conducted more than **500 waste stream characterization studies** for clients coast-to-coast, including nine of the ten largest cities in the United States (Chicago, Houston, Los Angeles, New York, Phoenix, San Diego, Philadelphia, San Antonio, and San Jose) and several states (Washington, Oregon, California, Wisconsin, Delaware, Connecticut, Georgia, Iowa, Hawaii, and Illinois). These studies have involved the visual and hand-sorting of more than 30,000 samples—or 30 million pounds—of samples at disposal locations, generator sites, transfer stations, landfills, and processing facilities and have included residential, multifamily, commercial, industrial, and self-hauled materials.
- ▶ Developed and implemented cutting-edge characterization study methodologies to apply rigorous quantitative analysis to **behavior change program research and impact evaluation**. These studies have involved using cart-level sample collection and characterization of household recycling, organics, and/or garbage carts to analyze household discard behavior and calculate material-specific recycling capture rates before and after implementation of behavior change programs. Clients for this work have included King County, Recyclebank, The Recycling Partnership, Republic Services, and Waste Management.
- ▶ Implemented **material stream research methods with facilities and institutions** to help clients measure—and later manage—their acquisition, use, and disposal of key material groups, from common recyclables like packaging and plastics to problem materials like manufacturing residues, films, composite materials, hazardous wastes, and demolition debris. Clients for this work have included LAX and Sea-Tac International Airports, the U.S. Pentagon, a Fortune 500 global technology firm, the University of Washington, the Los Angeles Unified School District, Kerry Food Group, PACCAR, Weyerhaeuser (now International Paper), VF Corporation, Starbucks Coffee Company, Whole Foods, and many, many more.
- ▶ Conducted reliable **feedstock assessments** to inform investments, planning and design for new infrastructure, facilities, and technologies.
- ▶ Conducted research on **alternative methodologies for measuring diversion** and the impacts of waste prevention and sustainable consumption.

Examples of projects that are similar in terms of scope and services are described below, followed by work samples and references, as requested in the RFP. Additional descriptions, work samples, or references can be made available upon request.



## SIMILAR PROJECT EXPERIENCE

### Statewide Waste Characterization Studies | CalRecycle | 1999-2018

Since 1998, Cascadia Consulting Group has worked with CalRecycle to build a large body of data that describes the detail of the State's understanding of waste flows and composition: quantifying and characterizing waste from different sources statewide; conducting detailed regional waste composition studies; and drilling down on specific waste streams that contain large amounts of recoverable material. Our work gives CalRecycle a detailed window into waste and recycling flows across the state—allowing them to learn from successes, identify challenges, and plan for the future. The studies that Cascadia has conducted for CalRecycle have included: a two-season statewide study (1998-1999) to determine the amounts and composition of waste from single-family residential, multifamily residential, commercial, residential self-haul, and commercial self-haul; a four-season statewide study (2003-2004) to further characterize California's disposed waste and MRF residuals at 22 facilities in five regions; a study (2004-2005) to quantify and characterize regional construction and demolition (C&D) waste streams in four major metropolitan areas; a four-part study (2006-2007) to quantify and characterize specific waste streams that were identified during the 2003-04 study as containing relatively large amounts of recoverable material—including waste from material recovery facilities (MRFs); a four-season statewide study (2007-2008) to further characterize California's disposed waste at 25 facilities in five regions, and a study (2014-2015) to quantify and characterize waste and recycling streams from California's major commercial generating sectors and subsectors. Cascadia is under currently completing CalRecycle's 2018 study as well.



*CalRecycle's 2014 Disposal-Facility-Based Characterization of Solid Waste in California (DRR-2015-1546):* Also available online at <https://www2.calrecycle.ca.gov/Publications/Details/1546>

### Zero Waste Technical Services On-Call | City of Palo Alto (CA) | 2016-ongoing

In 2017, Cascadia conducted a citywide waste characterization study to measure changes in the City's waste stream, in particular, to measure progress toward benchmarks outlined in the City's Zero Waste Operational Plan. The study was designed to be comparable with previous studies (conducted in 2005 and 2012) but also to incorporate new, forward-looking material categories and sectors that would inform future planning. Specifically, the study was designed to (1) Identify materials with potential diversion opportunities; (2) Provide a baseline for evaluating the future success of current diversion programs; and (3) Provide data useful in planning future programs to support the City's Zero Waste goals. The study investigated eight specific sectors, including Residential Single-Family Garbage, Recyclables, and Compost; Residential Multifamily Garbage; Commercial Garbage; Commercial Compost; Hospital Garbage; SMaRT Station Loose Roll-off Garbage; Zanker Mixed C&D; and SMaRT Station Residuals. Findings included composition and recoverability for Palo Alto's waste stream as a whole and for each individual sector studied.



*City of Palo Alto's 2017 Waste Characterization Study Report:* Also available online at <https://www.cityofpaloalto.org/civicax/filebank/documents/63577>

### **Regional Solid Waste Monitoring Program | King County (WA) | 1992-ongoing**

Since 1992, Cascadia has managed this ongoing study characterizing all County-generated waste, recycling, and organics delivered to the County's 10 transfer stations. The project has involved the design of a system-wide study of residential and nonresidential materials delivered by franchised haulers, as well as self-hauled waste. Cascadia has designed methodologies to identify and characterize special streams such as waste, organics (yard and food waste), MRF residuals, and C&D debris. Cascadia also periodically conducts and analyzes transfer station vehicle surveys to further characterize samples by sub-stream. Cascadia also worked with King County Solid Waste Division staff and local haulers and their agents to develop a Residential Recycling Sampling Protocol intended to improve the accuracy, consistency, and reliability of residential curbside recycling composition estimates provided by contracted commercial haulers. This statistically sound approach met the County's objectives while remaining feasible and acceptable to haulers and other agents.

*King County's 2015 Waste Characterization and Customer Survey Report:* Also available online at <https://kingcounty.gov/~media/depts/dnrp/solid-waste/about/documents/waste-characterization-study-2015.ashx?la=en>

*King County's 2018 Residential Curbside Characterization Study Report:* Also available online at <https://kingcounty.gov/~media/depts/dnrp/solid-waste/about/documents/waste-characterization-study-2018.ashx?la=en>

### **Waste Composition Study, Salinas Valley Solid Waste Authority | 2006-2008**

For the Salinas Valley Solid Waste Authority, Cascadia designed and implemented a major waste characterization study involving three solid waste facilities and waste arriving from six jurisdictions. The purpose of the study was to quantify and characterize waste from each jurisdiction. In total, the study involved characterizing more than 600 samples using Cascadia's rapid hybrid method that incorporates hand-sorting as well as visual estimation techniques.

### **Waste & Recycling Material Characterization Services | City of San Jose (CA) | 2017-2018**

Cascadia is prime contractor leading a team providing waste & recycling material characterization services on an as-needed basis for various City programs. Cascadia's role is to design and conduct material audits to characterize the streams that are collected and processed with the City's residential and commercial systems. The overall objective is to identify opportunities to improve commercial, residential, construction and demolition ("C&D") diversion as well as diversion of illegally dumped materials during the terms of existing contracts. In 2018, Cascadia has completed a study characterizing the pre-processed organics delivered to the City's anaerobic digester.

### **Waste and Residuals Characterization Study, Western Placer Waste Management Authority (WPWMA) | 2017-2018**

Cascadia is conducting a study to quantify and characterize materials disposed at WPWMA's materials recovery facility (MRF), construction and demolition (C&D) facility, and the Western Regional Sanitary Landfill (landfill). The study also includes an investigation of processing residuals from the MRF and C&D facility. Cascadia is researching five core sectors: waste received at the MRF, waste received at the C&D facility; direct-

hauled waste-to-landfill, MRF residuals, and C&D residuals. During the four-season study, Cascadia is collecting and hand or visual sorting 960 samples. Study findings will be used by MPWMA to better understand the quantity and composition of organics disposed at facilities it manages; identify high-volume or high-value recoverable materials that currently remain in the waste stream after processing; and direct investments toward policies, programs, and actions that best align with countywide needs.

### **Recycling Characterization Studies | City and County of Sacramento, CA | 2017-2018**

In 2017 and 2018, Cascadia managed a study for the City and County of Sacramento, CA to estimate the composition of residential single stream recycling from targeted routes within two distinct collection service areas. Cascadia designed and conducted seasonal studies that involved sampling, hand-sorting, and analysis of collected samples from representative routes. These studies update previous research performed by Cascadia in 2013-2014.

### **Waste Characterization Research and Analysis Support | City and County of San Francisco San Francisco | 2005-2014**

Cascadia managed a 2013-2014 San Francisco Waste Characterization Study to characterize the amounts and types of waste that residential and commercial generators dispose, recycle, and compost, as well as the materials that the Tunnel & Beatty facility disposes after processing. Cascadia performed almost all of the planning, field work, and reporting for this project, which included visually characterizing or hand sorting 331 samples from 22 substreams. The final report is being used by the City to monitor progress toward zero waste goals and develop diversion strategies. Cascadia also developed study design and field protocols and performed data analysis for the 2005 City of San Francisco waste characterization study. As part of this project, Cascadia developed a method for distinguishing waste from single- family, multifamily, and a variety of commercial origins.

### **Recycling Improvement Pilot Evaluation | The Recycling Partnership in Chicago (IL), Denver (CO), & Atlanta (GA) | 2017-2018**

The Recycling Partnership enlisted Cascadia's help to conduct an evaluation of three pilot programs launched in Atlanta, Chicago, and Denver in 2017. The pilots were designed to improve residential recycling by applying a selection of best management practices and community-based social marketing principles on specific routes in each community. To measure pilot impacts, Cascadia designed and is implementing a cutting-edge impact evaluation methodology that incorporates cart-level characterization sampling of household recycling and garbage carts along with deep analysis of material-specific recycling capture rates, before and after pilot implementation. Findings from these evaluations will be used by TRP to design more innovative and effective approaches to single-family outreach and engagement.



### ***Additional Waste Characterization Research Experience***

Cascadia offers a strong track record of delivering streamlined, efficient, and high-quality waste stream research and analysis for clients across the United States. Our firm has performed the principal waste stream research for hundreds of cities and counties and more than a dozen states. Below is a list of

waste characterization clients from 2013 to present. Some of these relationships have been ongoing for more than a decade.

CLIENT/PROJECT	YEAR(S)	ROLE
CalRecycle, CA	1999-2018	Prime
Statewide Waste Characterization Studies (6)		
Seattle, WA	1988-2018	Prime
Ongoing Waste, Recycling, Organics, and C&D Monitoring		
King County, WA	1992-2018	Prime
Ongoing Waste, Recycling, Organics, and C&D Monitoring		
Phoenix, AZ	2014-2018	Prime
Multi-stream Composition Studies		
The Recycling Partnership in Chicago (IL), Denver (CO), & Atlanta (GA)	2017-2018	Prime
Recycling Improvement Pilot Evaluation		
County of Sacramento, CA	2017-2018	Prime
Recycling Characterization Study		
Western Placer County Waste Management Authority	2017-2018	Prime
Waste and Residuals Characterization Study		
San Jose, CA	2017-2018	Prime
Waste Characterization Services On-Call		
Long Beach, CA	2018	Prime
Waste Characterization Study		
Palo Alto, CA	2017	Sub
Waste Characterization Study		
Hawaii Department of Health	2016	Prime
Deposit Beverage Container Characterization Study		
New York City, NY	2004-2017	Sub
Residential Waste & Recycling Characterization Studies		
Emory University, GA	2016-2017	Prime
Master Materials Management Plan		
Louisville Metro Government, KY	2015-2016	Sub
Waste Characterization Study and High Diversion Plan		
City of Tacoma, WA	2014-2016	Prime
Sustainable Materials Management Plan		
Kauai, HI	2015-2016	Prime
Countywide Waste Characterization Study		
Honolulu, HI	2016	Prime
Waste Composition and Processing Analysis (2016)		
County of Los Angeles, CA	2016	Prime
Puente Hills Landfill Waste Characterization Study		
Delaware Solid Waste Authority	2016	Sub
Statewide Waste Characterization Studies		
Connecticut Department of Energy and Environmental Protection	2010, 2015	Sub
Statewide Waste Characterization Studies		
Rhode Island Resource Recovery Corporation	2014-2015	Sub
Statewide Waste Characterization Study		

CLIENT/PROJECT	YEAR(S)	ROLE
Washington State Department of Ecology Statewide Waste Characterization Studies	2015	Prime
Illinois DCEO Statewide Waste Characterization Studies	2015	Sub
City of Oakland, CA Waste and Recycling Characterization Studies	2015	Prime
City of San Jose, CA Waste and Recycling Characterization Studies	2015	Prime
City of Portland, OR Organics, Waste and Recycling Characterization Studies	2014	Prime
City of Hayward, CA Waste Characterization Research	2014	Prime
City and County of San Francisco, CA Multi-stream Composition Study (2012-2013)	2013-2014	Prime
City of Houston, TX Waste and Recycling Characterization Study	2013-2014	Prime
City of San Diego, CA Waste Characterization Study	2013	Prime

## Work Samples

We have provided the below recent, representative samples of work in Attachment B.

**CalRecycle's 2014 Disposal-Facility-Based Characterization of Solid Waste in California (DRR-2015-1546):** Also available online at <https://www2.calrecycle.ca.gov/Publications/Details/1546>

**King County's 2015 Waste Characterization and Customer Survey Report:** Also available online at <https://kingcounty.gov/~media/depts/dnrr/solid-waste/about/documents/waste-characterization-study-2015.ashx?la=en>

**King County's 2018 Residential Curbside Characterization Study Report:** Also available online at <https://kingcounty.gov/~media/depts/dnrr/solid-waste/about/documents/waste-characterization-study-2018.ashx?la=en>

**City of Palo Alto's 2017 Waste Characterization Study Report:** Also available online at <https://www.cityofpaloalto.org/civicax/filebank/documents/63577>

## REFERENCES

Below are selected business references who can attest to Cascadia's performance on projects with a similar scope, and where similar services have been provided. Across these and other projects, Cascadia is proud to have earned a reputation for customer satisfaction in designing and delivering reliable and meaningful studies while providing ongoing technical advice to support further analysis and application of data toward planning, policy, programs, and other investments.

**Stephanie Ulmer, Environmental Resources Specialist**  
 Western Placer County Waste Management Authority



Phone (916) 543-3985

Email [Sulmer@placer.ca.gov](mailto:Sulmer@placer.ca.gov)

**Kelli Sequest, Solid Waste Planner**

City and County of Sacramento

Phone (916) 875-6789

Email [sequestk@saccounty.net](mailto:sequestk@saccounty.net)

**Ekpa Akpan, Associate Environmental Services Specialist**

City of San Jose Environmental Services

Phone (408) 535-8551

Email [Ekpa.Akpan@sanjoseca.gov](mailto:Ekpa.Akpan@sanjoseca.gov)

**Nancy Carr, Senior Environmental Scientist**

CalRecycle

Phone (916) 341-6216

Email [Nancy.Carr@CalRecycle.ca.gov](mailto:Nancy.Carr@CalRecycle.ca.gov)

## TECHNOLOGY AND COMMUNICATIONS

Cascadia uses technology strategically to ensure that our communications and deliverables are high quality, cost-effective, and usable in-house by our clients. Depending on our clients' preferences, we employ a combination of communication tactics that include phone, email, and text-based communications; in-person, skype, and web conferencing; and cloud-based collaboration for document drafting, development, and review. Cascadia is prepared to host collaborative working sessions using our dedicated phone conferencing system; WebEx account; Skype for Business account; and other collaborative online services. Because data collection will be conducted using iPads and Google sheets on handheld tablets, collected data will be immediately available to project team members and able to be quickly exported for access by the Authority.

Cascadia team members are adept users of Microsoft Office Desktop, MS Office 365, the Google Platform, and Adobe Creative tools (InDesign, Illustrator, and PDF). While we intend to use our proprietary OSCAR database for data management, analysis, and QA/QC of collected data, we will prepare all project communications and deliverables using software and tools that are identified as preferred by the Authority.

We anticipate discussing preferred communications and document sharing approaches with the Authority during our initial meeting to clarify objectives and approach (Task 1).

## Scope of Work

Effective solid waste planning and service delivery relies on an understanding of the waste stream – how much of each type of material is generated and where it comes from. This information is essential to waste management policy and program implementation, and it will support efforts to increase the amount of material diverted to achieve the Authority's 75 percent diversion goal and implement AB 341, AB 1826, and SB 1383.

Our approach is designed to meet the Authority's objectives, which include:

- ▶ characterizing disposed waste originating from five jurisdictions, plus unincorporated areas;

- ▶ characterizing waste associated with the following sectors: single-family residential, commercial/multifamily/industrial, and self-hauled waste sectors;
- ▶ characterizing waste at four solid waste facilities: Johnson Canyon Landfill, Madison Lane Transfer Station, Jolon Road Transfer Station, and Sun Street Transfer Station
- ▶ conducting the study over two seasons in as short a time as reasonable.
- ▶ conforming to California's Draft Protocol governing waste characterization studies
- ▶ including adequate numbers of samples to characterize the waste stream accurately and to satisfy state requirements

The Authority has requested an approach that characterizes waste from residential, commercial/multifamily/industrial (ICI), and self-hauled sources for each of six geographic areas – five jurisdictions plus an unincorporated area. For each geographic area, the Authority has requested 30 samples of residential waste, 40 samples of ICI waste, and 40 samples of self-hauled waste, split across two seasons and four solid waste facilities. These sample numbers are consistent with the California's Draft Protocol governing waste characterization studies and the Authority's previous study (which we collaborated on). The baseline approach in our Scope of Work includes a plan to characterize 660 waste samples, as shown below. This number of samples is expected to provide accurate and reliable composition estimates for each jurisdiction and each waste sector.

Table 1. Proposed Sampling Plan

JURISDICTION	SINGLE-FAMILY RESIDENTIAL SAMPLES	COMMERCIAL / MULTIFAMILY SAMPLES	SELF-HAULED SAMPLES	TOTALS
Gonzales	30	40	40	110
Greenfield	30	40	40	110
King City	30	40	40	110
Salinas	30	40	40	110
Soledad	30	40	40	110
Unincorporated areas	30	40	40	110
<b>Totals</b>	<b>180</b>	<b>240</b>	<b>240</b>	<b>660</b>

As in all waste sampling studies, certain practices enhance the validity and value of the study. Our team emphasizes the following key principles:

- ▶ **Selection of waste for sampling and characterization that is representative of each waste sector.** Representativeness is achieved by selecting waste collection routes, loads and samples in a way that minimizes statistical bias. That is, each collection route from a jurisdiction and sector has an equal chance with all of the others from that jurisdiction and sector of being selected for sampling.
- ▶ **Consistent sorting and characterization methods.** The knowledge and experience of the waste characterization crew is important to the quality of the results and to the overall efficiency of operations. Our highly trained, professional waste characterization crew is ready to hit the ground running to obtain characterization data quickly and efficiently. This contrasts with a crews composed of temporary laborers that lack the background to properly identify materials, operate safely in a challenging work environment, and may not be consistent from day to day (you never know who is actually going to show up each day).
- ▶ **Careful planning to ensure that sampling operations are efficient and that the required data is collected with minimal disruption to normal landfill or transfer station operations.** Our team is ready to work with the Authority staff to implement a cost-effective data collection plan.

Cascadia's full-time field crew promises **more accurate, more consistent, and higher quality data** than temporary crews—we have the training and experience needed to properly and consistently identify materials according to highly specific material categories. **We operate safely and unobtrusively in diverse working environments.** And, perhaps most importantly, we commit **consistent personnel over the entire course of the study**, eliminating the risk of observer bias on study results.

Our team has worked with the CalRecycle and with numerous cities and counties in California to characterize solid waste since 1995. Our experience includes conducting all six statewide waste characterization studies for CalRecycle, as well as major characterization studies for jurisdictions such as the City of Los Angeles, the City of San Diego, the City of San Francisco, the City of Palo Alto, the City of San Jose, Sacramento County, Western Placer Waste Management Authority, and dozens of other jurisdictions on the west coast. We have the most experience characterizing samples using CalRecycle's seven proposed food subtypes. In addition, we are likely the only team with experience implementing the hybrid hand sort/visual characterization method requested by the Authority—we implemented the method for the Authority's 2007 study as well as for studies at other landfills, transfer stations, and military bases around the country.

## APPROACH AND TASKS

The sections below describe our approach to conducting the waste characterization study as requested by the Authority.

### Task 1. Meet to Clarify Objectives and Approach

Before completing detailed plans for the waste characterization study, the project team will meet with Authority staff to clarify the study's objectives and approach, as they may have evolved since the initial planning for the effort. We believe this initial discussion is crucial to the development of a sampling plan that provides for cost-effective operations and that address each of the waste sectors included in the study. During the meeting, we also will discuss specific types of cooperation that will be needed from haulers and landfill and transfer station personnel, and we will firm up arrangements for days and locations for our staff to conduct the work.

Cascadia has the most in-field experience **characterizing samples using CalRecycle's seven proposed food subtypes**.

We are also likely the only team with experience **implementing the hybrid hand sort / visual characterization method** requested by the Authority.

### Task 2. Develop Research Protocols, Sampling Plan, and Schedule

During this task, we will prepare the research protocol, documentation, and all field forms. We also will develop the procedure for selecting vehicles at each solid waste facility to represent each waste sector and jurisdiction. Some assistance from Authority staff may be required in order to obtain lists of routes servicing residential and commercial accounts. Key steps are described below.

#### *Step 1: Finalize material list*

Over the last 25 years no team has more experience developing and implementing material list tailored to a client's specific diversion programs and markets. Cascadia coordinated with CalRecycle to develop their updated standard material list, designed to support the implementation of SB-1383 and we bring that expertise to the Authority. In addition to assisting development of the list, no team has more experience implementing CalRecycle's standard material list. Our team will work with Authority staff to finalize a list of materials that is both logistically feasible and supports the data needs and diversion goals. At a minimum we recommend including two separate food material types, drawn from the World Resources Institute (WRI) Food Loss and Waste Protocol (FLW):

**Edible Food** is the components of food that, in a particular food supply chain, are intended to be consumed by humans. This includes whole fruits and vegetables, dairy products, mixed foods, prepared foods, and animal products.

**Inedible Food** is the components of food that are not normally consumed or intended for human consumption. This includes peels, trimmings, skins, pits, seeds, bones, and shells.

The new CalRecycle standard material list includes seven food material types:

**Food - Potentially Donatable - Vegetative** means uncooked or cooked fresh vegetables, fruits, and fungi that are in a whole state (i.e., not partially consumed) and are unmixed with non-vegetative food types. Examples of "fresh vegetative" include but are not limited to: mixed fruit salad, whole



apple, sliced fruits, sliced vegetables, entire head of lettuce, unopened package of mushrooms, etc. Items that are EXCLUDED from this category include condiments, non-perishable packaged fruits and vegetables such as: packaged dried fruits and vegetables, packaged dried legumes/lentils, canned fruits and vegetables, and nuts.

**Food - Potentially Donatable - Eggs, Dairy, and Dairy Alternatives** means egg or dairy products and dairy alternatives that are in a whole state, unmixed with other food types, and in the original unopened package. Examples of “eggs, dairy, and dairy alternatives” include but are not limited to: milk, cheese – whole or sliced, eggs, yogurt, soy and nut yogurts, soy and nut cheeses, soy/nut/rice/coconut milks – whether shelf stable or not) and tofu.

**Food - Potentially Donatable - Animal Meat** means any uncooked or cooked meat (beef, poultry, pork, lamb) or fish product that is in a whole state, is unmixed with other food types, and is in the original unopened package. Examples of “animal meat” include but are not limited to: a whole rotisserie chicken in original unopened package, raw steak in original unopened package, raw fish in original unopened package, sliced deli meat in original unopened package, prepared meats in original unopened package such as chicken nuggets, jerky, and canned meat and fish.

**Food - Potentially Donatable - Cooked/Baked/Prepared Perishable Items** means items that are in a whole state, but could have multiple food types mixed together as a part of cooking or preparation, and are still in their original unopened package. Examples of “cooked/baked/prepared perishable items” include but are not limited to: a whole egg sandwich in original unopened package, whole tray of lasagna, whole tray of chow mein, whole frozen pizza in original unopened package, whole baked goods such as whole loaves of breads, whole pastries, whole bag of tortillas in original unopened package, also includes unopened perishable beverages such as fresh fruit or vegetable juice.

**Food - Potentially Donatable - Packaged Non-perishable** means shelf-stable foods that are in a whole state and are in the original unopened package. Examples of “packaged non-perishable” include but are not limited to: canned and bottled foods, rice, pasta, beans, lentils, nuts, nut butters, flour, sugar, spices, oils, condiments, and foods contained in aseptic or retort packages and other products that do not require refrigeration until after opening, also includes non-perishable beverages such as sodas. Items that are EXCLUDED from this category include shelf-stable meats, shelf-stable dairy products, and shelf-stable dairy alternatives.

**Food - Not Donatable – Meat** means any food that is predominantly meat or fish, but the product is not in a whole state (i.e., partially consumed), or the product’s packaging has been opened, or the product was not contained in any packaging at all. Examples of “not donatable – meat” include but are not limited to: a partially consumed rotisserie chicken, deli meat in opened package, unpackaged raw meats, a hamburger which is mostly meat by weight, meat and fish trimmings.

**Food - Not Donatable – Non-meat** means any food that is not predominantly meat or fish, not in a whole state, or not in its original unopened package. Examples of “not donatable – non meat” include but are not limited to: any non-meat partially consumed foods, any non-meat foods in a package that has been opened – as best as can be determined, any non-meat foods that are not in their original packaging, half eaten burrito, partially consumed lasagna - even if the dish contains small amounts of meat. This category also includes fruit and vegetable peels, skins, trimmings, and

ends (e.g. potato skins, banana peel, cucumber end). In addition, this category also includes any indistinguishable food (including the indistinguishable and 2" minus food in bags of mixed food).

We have extensive, boots-on-the-ground-experience implanting the CalRecycle material list at facilities across the state. Our team also brings the institutional knowledge to guarantee that materials are sorted the same as in the previous study, which promotes year over year comparisons.

## ***Step 2: Determine numbers of samples and sampling schedule***

The Authority has requested 30 samples of residential waste, 40 samples of ICI waste, and 40 samples of self-hauled waste, split across two seasons and four solid waste facilities. The Cascadia team's sampling expertise ensures that representative and random samples that meet targets will be acquired consistently throughout the project. These sample numbers and allocations will provide representative and reliable data that achieve levels of precision for the Authority overall that meet industry standards. Table 2 presents estimated relative precision levels at the 90% confidence level for key recoverable materials in the waste stream. The relative precision level is the size of the error range (the +/- number) relative to the mean. It is a measure of how "good" the data are, and smaller values indicate "better" data quality. These estimates are based on our in-depth understanding of the data from the Authority's previous waste characterization study and our unparalleled library of data from other studies around the country. Everything else being equal fewer samples leads to lower quality data and may limit the study's utility.

**Table 2. Estimated Relative Precision Levels for Key Materials**

SECTOR	RESIDENTIAL		ICI		SELF-HAUL	
	Overall Authority	Individual Jurisdiction	Overall Authority	Individual Jurisdiction	Overall Authority	Individual Jurisdiction
JURISDICTION						
SAMPLES	180	30	240	40	240	40
<b>Recyclables</b>	8%	21%	13%	32%	23%	55%
<b>Compostables</b>	7%	16%	13%	31%	26%	62%

Sampling at each solid waste facility should be scheduled such that all types of waste (i.e., collection routes from each sector and jurisdiction) have an opportunity to be sampled. We will work with the Authority and hauler staff to select sampling days at each facility that are believed to be representative. Sampling will be scheduled at the four facilities in a way that permits efficient use of sorting crew-days and provides a representative set of waste samples. A possible sampling calendar is illustrated in Table 3. This calendar will ensure that each facility is sampled on each day of the week to capture the daily variability in loads as different neighborhoods or different types of businesses may have their waste collected on particular days.

Table 3. Example Sample Calendar

Season 1	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Week 1		Sun Street	Sun Street	Sun St. / Madison Ln.	Madison Lane	Madison Lane	Johnson Canyon
Week 2		Johnson Canyon	Johnson Canyon	Johnson Canyon	Johnson Canyon	Johnson Canyon	Johnson Canyon
Week 3		Jolon Road	Jolon Road	Jolon Road			
Season 2	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Week 1		Madison Lane	Madison Lane	Sun St. / Madison Ln.	Sun Street	Sun Street	Johnson Canyon
Week 2		Johnson Canyon	Johnson Canyon	Jolon Road	Jolon Road	Jolon Road	Johnson Canyon
Week 3		Johnson Canyon	Johnson Canyon	Johnson Canyon			

### ***Step 3: Construct a load selection plan***

For each waste sector, a load selection plan will be developed that is representative of each waste sector and each jurisdiction. The load selection plan specifies how many samples to collect from each jurisdiction and from each sector each day. The plan is customized for each day of the study and each facility. Constructing a load selection plan likely will require some assistance by the Authority staff and haulers. On a given sampling day, loads from each waste sector and jurisdiction will be selected using a randomized selection procedure.

### ***Step 4: Coordinate with dispatchers, drivers, and facility personnel***

An important and often overlooked aspect of waste composition studies is coordination with haulers and facility personnel. Our cooperation with these staff members is vital to a successful and unbiased sampling operation. Our team will ensure that haulers and landfill and transfer station personnel are informed about the dates of the study as well as its purpose and its requirements well before sampling begins. We have a strong working relationship with the major haulers in the Authority's service area and collaborate with haulers all around the country on daily basis. We speak the lingo and will efficiently collect the information necessary to complete the study without interfering with daily operations. We will also work to minimize the impact of sampling activities on normal operations at each facility; our full time, professional field crew spends a considerable portion of their time working in landfills and transfer stations and some members of the team have worked at Johnson Canyon, Jolon Road, and Sun Street in the past. We can quickly and clearly communicate our needs and remain safe. In addition, we will ensure that the waste sampling area is left clean after each day's activity.

## **Task 3. Collect Waste Characterization Data**

To characterize self-hauled waste and C&D, we recommend a pure visual characterization method that considers entire loads as they are tipped. For single-family residential and ICI waste, The Authority has requested using a "hybrid" characterization method. Cascadia staff, including the project director (Dieter



Eckels) assisted CalRecycle with development of the visual characterization method. We have used both the pure visual and hybrid method successfully in several locations in California and elsewhere. We have developed robust tools to allow rapid and accurate field data collection. The tools incorporate real-time feedback on the accuracy of the characterization, allowing the field crew to more accurately characterize samples. The important steps and our recommended characterization approaches are described below.

### ***Step 1: Review methodology & material categories with crew***

To provide consistent waste characterization, Cascadia uses crew members trained in the use of this project's specific protocol and waste component definitions throughout the project. All crew members are trained in the study's specific set of materials to be sorted, and they practice the study's specific sampling protocol. Our full time, professional field crew characterizes samples more efficiently, more accurately, and more consistently than field crews comprised of temporary laborers. Because we can ensure the same staff show up day to day we can be sure that each sample is sorted using the exact same methodology as the previous sample and the next sample. This is an important factor in collecting high-quality data, a crew of temporary laborers who lack the project and solid waste background cannot match the productivity or attention to detail of our professional sort crew.

### ***Step 2: Coordinate with Facility Personnel***

The Project Manager will visit each solid waste facility prior to commencement of waste characterization activities. Our team will discuss the sampling requirements with each site's operational staff to determine the most suitable sorting area and the availability of equipment for selecting samples and transporting them to the sorting area. As part of overall planning we will work with the Authority staff to arrange for access to each site (including restroom) with the site manager.

### ***Step 3: Select Loads to be Characterized***

We will position a team member near the scalehouse of each facility. This individual's duties will include (1) identifying the specific vehicles that are to be sampled and (2) obtaining tonnage records for all vehicles associated with each waste sector and jurisdiction that arrive at the facilities during the days of the study. We are committed to providing a multilingual staff person to complete this work, facilitating accurate data collection and smooth interactions with the diverse staff and users at each facility.

Cascadia's expert, multilingual field team is uniquely equipped to **conduct accurate and efficient research with a diverse group of facility staff and visitors.**

Loads of single-family residential and commercial/multifamily waste will be selected based on lists of randomly selected routes constructed prior to the sampling day. The lists will include the targeted routes and vehicles and the quotas to be obtained from each jurisdiction. Vehicles selected will be identified by hauling company and truck number.

Loads of self-hauled waste will be identified using a random-selection process based on the order the vehicles arrive at the facility. For example, we would select vehicles from each jurisdiction at intervals – every 3<sup>rd</sup> vehicle from Salinas, every 2<sup>nd</sup> vehicle from unincorporated areas, etc. The intervals will be identified prior to the sampling day, based on the numbers of self-hauled loads that are expected to arrive from each jurisdiction on the sampling days.

After a vehicle has been identified for sampling, the driver will be directed to the sampling area, where the load will be tipped.

#### ***Step 4a: Obtain and Characterize Samples from Single-family Residential and Commercial/Multifamily/Industrial Loads***

We will arrange to have single-family residential and commercial/multifamily/Industrial loads tipped in an area (close to the operating face, but separated to provide adequate safety for the sorting crew) where we can obtain waste samples with the assistance of the facility's loader. Selected loads will be dumped in an elongated pile three to four feet high. From each selected load, a sample will be selected using an imaginary 16-cell grid superimposed over the dumped material. The Field Crew Manager will identify the randomly selected cell to be extracted.

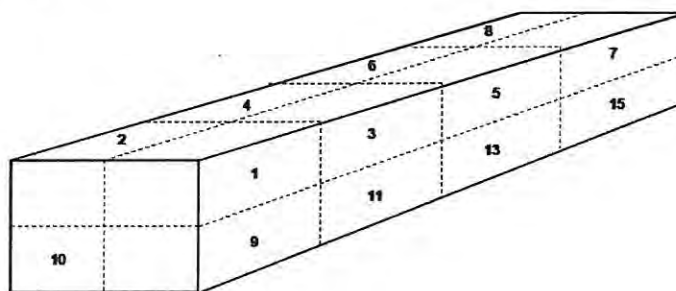


Figure 1. Example cross-section of a sample load

Then, the Field Crew Manager will ensure that a sample of waste weighing approximately 200 pounds is obtained from the selected cell and is loaded into rolling containers (a 96-gallon garbage can or similar container) and brought to the characterization area. We will then characterize the sample using the following procedure:

For each selected sample, trained and experience visual estimators perform the following steps:

1. Measure sample volume and weight. The crew members will weigh the entire sample (subtracting the weight of the tared rolling containers) and will record the weight on the data collection form. They will then measure the volume of the sample while it is still held in the rolling containers.
2. The sample will be placed on a sorting table. The crew members will then open bags of waste and spread out the material.
3. All plastic bottles, cans, film, and cardboard will be pulled from the sample. The crew members will place each of these materials in separate bins.
4. Any bulky or heavy items will be set aside to be weighed.
5. The crew members will note which remaining materials are present. They will indicate the materials by making checkmarks next to the material names on the data collection form.
6. For the material categories that have been identified as being present in the sample, the crew members will estimate composition by volume for each material class. Beginning with the largest material class present by volume, the crew members will determine the volumetric percentage of each material class. This process will be repeated for the next most common material class, and so

forth, until the volume percentage of every material class has been estimated. Examples of material classes are paper, glass, metals, organics, etc.

7. Within each material class, the crew members will estimate the composition by volume for each specific material. The crew members will consider each material class separately and allocate percentages to each specific material present in the sampled waste. An example of specific materials within the material class of paper are newspaper, white ledger paper, compostable paper, etc.
8. Check and reconcile percentage data. The crew members will ensure the percentage estimates for the material classes add up to 100 percent, and the materials within each material class add up to 100 percent.
9. Weigh bins of plastic film and cardboard. Using a digital scale, the crew members will weigh the plastic film and cardboard to the nearest 1/10th of a pound, and record the value on the data collection form.
10. Count and weigh bottles and cans. The crew members will count and weight the bottles and cans and record the counts on the data collection form.
11. Weigh any materials that have been set aside. If material is set aside in step 4, the crew members will use the digital scale to weigh it and recorded the value on the data collection form.

#### ***Step 4b: Obtain and Characterize Samples from Self-hauled Loads***

Loads of self-hauled or C&D waste that are identified for visual characterization will be tipped, and the entire load will be characterized. Our field crew is highly trained in visual characterization, and we have worked extensively with the CalRecycle and others to develop and improve on visual characterization methods.

The entire characterization process works as described below.

1. Gather information about the load. At the sampling area, our crew members will record key information, including the net weight and jurisdiction of origin for each self-hauled load.
2. Measure load volume. The crew members will use a tape measure to obtain the length, width and height of the load while it is still in the vehicle and record it on the data sheet.
3. Note which major classes of material are present. After the driver has dumped the load onto the ground, the crew members will walk entirely around the load and indicate on the visual characterization form which major material classes are present in the load.
4. Estimate composition by volume for each major material class. Beginning with the largest major material class present by volume, the crew members will then estimate the volumetric percentage of this material class and records it on the form. An example of a major material class is inert C&D materials. This process will be repeated for the next most common material class, and so forth, until the volume percentage of every material class has been estimated. The crew members will then calculate the sum for this step, ensuring that it totals 100 percent.
5. Estimate composition by volume for each specific material component. The crew members will consider each major material class separately and will estimate the percentage of each major class that is made up of each specific material component.

For example, concrete is a specific material component within the major material class of inert C&D materials. While considering only the inert C&D materials class, the crew members would estimate the volume percentage of inert C&D materials that is composed of concrete. They would then do the same for every other specific material component within the inert C&D Materials class (such as asphalt roofing, lumber, etc.). The total of percentages for all of the material components must equal 100 percent. This process is repeated for the other major classes, with all the material components in each material class totaling 100 percent.

6. Check and reconcile percentage data. The crew members will then make sure the percentage estimates for the major material classes add up to 100 percent. Also, the percentage estimates for the specific material components within each major class must total 100 percent.
7. Convert volume estimates to weight estimates. As data is entered into our custom cloud-based data collection and analysis tool, accepted conversion factors are applied to develop estimates of the weight of each material component in each load. The factors that go into this calculation are:
  - total volume of load, as measured by visual estimator
  - net weight of load
  - volume of each major material class, expressed as a percentage of the total volume of the load
  - volume of each specific material category, expressed as a percentage of the volume of a major material class

The tool provides real time feedback to the estimator on the accuracy of their characterization by comparing the sum of the estimated individual material weights to the actual net weight of the load. If the discrepancy exceeds a set, customizable, threshold the estimator is encouraged to reassess the load and fix the source of the discrepancy.

#### **Task 4. Obtain Tonnage Data by Waste Sector and Jurisdiction**

We will work with the Authority and the facilities to collect annual tonnage data by facility. We will use that annual tonnage and the vehicle survey data to apportion tons by jurisdiction and sector. The outcome of correlating the facility data and the survey data will be a complete accounting of tonnages for each jurisdiction and sector. The 2007 tonnage data is shown in Table 4. Our proposed approach to this project will enable us to update this table.



Table 4. 2007 Tonnage by Jurisdiction and Sector

	Residential	ICI	Self-haul
Greenfield	7,474	8,159	1,322
Gonzales	7,444	5,574	3,830
King City	7,245	7,909	1,282
Salinas	43,492	27,198	7,467
Soledad	10,265	10,440	14,506
Unincorporated	25,613	9,179	4,703

## Task 5. Compile Data and Conduct Analysis

Cascadia protects data integrity during each step of our process through user-friendly forms, rigorous data-entry protocols, and multiple QA/QC processes. Our forms are easy to use, and our data-entry protocols virtually eliminate errors.

### *Step 1: Compile sampling results*

Our team uses an online database and tablets to electronically enter and manage the data collected during waste sorting. The tablet data entry offers several important advantages:

- ▶ The tool contains built-in logic and error checking to prevent erroneous entries.
- ▶ The tool sums sample weights in real time so the field crew manager can confirm achievement of weight targets for every sample.
- ▶ The tool automatically syncs to cloud storage, preventing data loss and reducing transcription errors.

We don't rely on the tablets alone to prevent errors. Additional steps we take to ensure data integrity throughout our process include:

- ▶ Performing in-field, onsite, and desktop QA/QC to identify and resolve errors before they are captured as data.
- ▶ Performing additional QA/QC during analysis and reporting to ensure that reported findings are accurate and representative of collected data.
- ▶ Encoding the composition analysis formulae so that statistical protocols are consistently applied to different data sets.

### *Step 2: Conduct composition analysis*

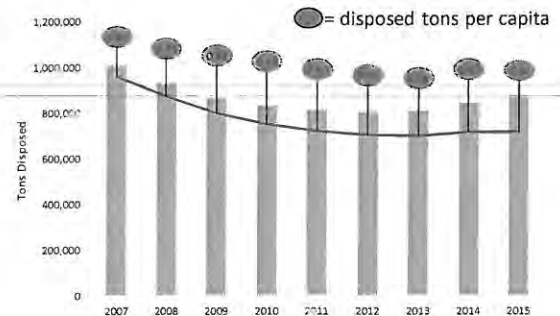
Using the statistical methods that we helped develop and have used in material characterization studies nationwide, Cascadia will calculate detailed estimates of composition and quantities. All estimates will be presented along with statistical error and confidence intervals at the industry-standard 90% confidence level. Composition estimates will be applied to the annual quantities obtained in Task 4 to estimate quantities of waste by material types overall and for each sector and jurisdiction. Cascadia will also present analyses by recoverability of waste overall and for each sector. We will combine the sector compositions using weighted averages to estimate the overall composition. These analysis protocols are consistent with CalRecycle's "Draft Regulations Governing Disposal Characterization Studies."



Cascadia's robust analytical platform allows for easy comparisons between the single-family, ICI, and self-haul sectors, and the analysis will identify key difference in the composition and quantity data between each sector.

### ***Step 3: Compare results to other studies***

Cascadia maintains an extensive database of the waste characterization results from studies around the country, including the sampling data from the Authority's previous study in 2007-2008. This data library makes us uniquely positioned to benchmark the Authority's data against composition data from other jurisdictions and to compare against the Authority's previous study to measure the impact of recent diversion programs. The final report will provide comparisons to the Authority's previous study.



## **Task 6. Prepare and Present Report**

### ***Step 1: Produce report outline and first draft***

In Task 6, Cascadia will assemble findings for each waste sector into a clear, concise, and highly visual report that the Authority can use with confidence to plan for and meet regulatory requirements. We will submit an annotated outline for review by Authority staff, including examples of all figures and tables to be included in the report.

We expect the final report will, at a minimum, include an executive summary providing key findings in a clear and quickly-digestible format; an introduction and background providing an overview of the study goals and objectives; a detailed description of the methodology and schedule, explaining the protocols, material categories, and definitions used as well as the dates and times of sampling; detailed waste composition and quantity findings corresponding to each waste sector and jurisdiction; and overall conclusions, comparing results to previous studies and highlighting the key sectors, jurisdictions, and/or materials that present the greatest opportunity for the Authority to continue progressing towards its waste diversion goals.

Upon approval of the outline, Cascadia will develop a draft report for the Authority's review.

### ***Step 2: Finalize report***

After we receive comments and edits (as tracked changes in a single Word document) from the Authority in response to the draft, we will incorporate comments, make necessary changes, and submit a final report. In addition to electronic and hard copies of the report, we will also provide the sample data presented in electronic formats and digital photos of all samples.

### ***Step 3: Prepare presentation***

Cascadia is prepared to develop a presentation for Authority use that presents the study findings in a clear, visually engaging, easy-to-understand way. Cascadia's creative services team will support development of data visuals, process graphics, infographics, and other elements in alignment with the Authority's desired content. The presentation will be developed in PPT and branded in accordance with the Authority's style

guide. Cascadia team members will be available, when needed, to present the results to the Authority's Board of Directors at a regularly scheduled meeting.

## Alternative Project Approach

We are grateful to the Authority for providing a detailed RFP that provides all the necessary information to develop our proposal and ensure that the Authority is comparing apples to apples when reviewing bids from multiple proposers. The project approach requested in the RFP will produce high quality data that the Authority can use to achieve its 75 percent diversion goal and implement AB 341, AB 1826, and SB 1383.

In addition to our baseline proposal, we are proposing an alternative, more cost efficient, approach that largely mirrors our baseline approach, but with two notable changes:

1. **We propose to characterize transfer trailers from Jolon Road at Johnson Canyon instead of characterizing loads directly at Jolon Road.** This change matches the method actually implemented in the 2007 study; the 2007 study did not characterize loads at Jolon Road because the low traffic at the site would make sampling relatively inefficient.
2. **We propose to characterize slightly fewer samples overall in order to maintain quality while reducing cost.** This adjustment will meet high quality research standards and deliver meaningful data for the Authority overall; the trade-off involves a slight reduction in the data quality at the level of individual jurisdictions. By considerably reducing the number of field days required, this proposed approach reduces labor costs that may not contribute to the Authority's overarching data needs.

Our alternative approach does not change Task 1, Task 3, Task 4, or Task 5. It does, however, change several tables and their associated text in Task 2. Below we have included replacement tables and text to align with our alternative approach in Task 2, Step 2: Determine numbers of samples and sampling schedule.

### ***Replacement Text for Task 2, Step 2:***

Our alternative approach includes:

- 30 samples of residential waste from Salinas
- 20 residential waste samples from the other four jurisdictions
- 40 samples of ICI waste from each of the five jurisdictions
- 40 samples of self-hauled waste from each of the five jurisdictions
- 20 samples of waste from Jolon Road transfer trailers at Johnson Canyon Landfill, these samples will serve as a characterization of King City waste

Samples are split across two seasons and four solid waste facilities.

The Cascadia team's consistent, trained, and experienced sampling crew ensures that we acquire representative and random samples that meet stated targets throughout the entire duration of the project. Our proposed alternative sample allocations are summarized in Table 5.

Table 5. Proposed Samples by Sector and Jurisdiction

JURISDICTION	SINGLE-FAMILY RESIDENTIAL SAMPLES	ICI SAMPLES	SELF-HAULED SAMPLES	TRANSFER TRAILER SAMPLES	TOTALS
Gonzales	20	40	40		100
Greenfield	20	40	40		100
Salinas	30	40	40		110
Soledad	20	40	40		100
Unincorporated areas	20	40	40		100
Jolon Road				20	20
<b>Totals</b>	<b>110</b>	<b>200</b>	<b>200</b>	<b>20</b>	<b>530</b>

These sample numbers and allocations will provide representative and reliable data that achieve levels of precision for the Authority overall that meet industry standards. Table 6 presents estimated relative precision levels at the 90% confidence level for key recoverable materials in the waste stream. The relative precision level is the size of the error range (the +/- number) relative to the mean. It is a measure of how “good” the data are, and smaller values indicate “better” data quality. These estimates are based on our in-depth understanding of the data from the Authority’s previous waste characterization study and our unparalleled library of data from other studies around the country.

Table 6. Estimated Relative Precision Levels for Key Materials

Estimated Relative Precision							
Sector  Jurisdiction  Samples	Residential			ICI		Self-haul	
	Overall Authority	Salinas	Individual Jurisdiction	Overall Authority	Individual Jurisdiction	Overall Authority	Individual Jurisdiction
	110	30	20	200	40	200	40
Recyclables	11%	21%	25%	14%	32%	25%	55%
Compostables	8%	16%	20%	14%	31%	28%	62%

Sampling at each solid waste facility should be scheduled such that all types of waste (i.e., collection routes from each sector and jurisdiction) have an opportunity to be sampled. We will work with the Authority and hauler staff to select sampling days at each facility that are believed to be representative. Sampling will be scheduled at the three facilities in a way that permits efficient use of sorting crew-days and provides a representative set of waste samples. A possible sampling calendar is illustrated in Table 7. This calendar will ensure that each facility is sampled on each day of the week to capture the daily variability in loads as different neighborhoods or different types of businesses may have their waste collected on particular days.

Table 7. Example Sample Calendar

Season 1	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Week 1		Sun Street	Sun Street	Sun Street	Madison Lane	Madison Lane	Johnson Canyon
Week 2		Johnson Canyon	Johnson Canyon	Johnson Canyon	Johnson Canyon	Johnson Canyon	Johnson Canyon
Season 2	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Week 1		Madison Lane	Madison Lane	Sun Street	Sun Street	Sun Street	Johnson Canyon
Week 2		Johnson Canyon	Johnson Canyon	Johnson Canyon	Johnson Canyon	Johnson Canyon	Johnson Canyon

Our alternative approach also alters Task 6. In particular, we are proposing to present the results to the Authority's board of directors via video conference instead of in-person. Below we have included replacement text to align with our alternative approach in Task 6, Step 3: Prepare presentation.

### ***Replacement Text for Task 6, Step 3:***

Cascadia is prepared to develop a presentation for Authority use that presents the study findings in a clear, visually engaging, easy-to-understand way. Cascadia's creative services team will support development of data visuals, process graphics, infographics, and other elements in alignment with the Authority's desired content. The presentation will be developed in PPT and branded in accordance with the Authority's style guide. Cascadia team members will be available, when needed, to present the results to the Authority's Board of Directors via video conference at a regularly scheduled meeting.





# Dieter Eckels

## SENIOR ASSOCIATE

### EXPERTISE

- Designing and managing waste characterization studies
- Developing models and projections for material availability and flow
- Managing rigorous facility-based audits and assessments
- Conducting marine and stormwater debris research

### CREDENTIALS

- B.S., Conservation Biology, University of Washington
- B.S., Sustainable Resources, University of Washington

Dieter Eckels, Senior Associate, brings more than 12 years of waste diversion research, modeling, and analysis experience, and is skilled in data management, field research, and study design and coordination. Dieter has planned, designed, implemented, evaluated, and managed waste characterization studies coast to coast for both public and private sector clients, including the states of California, Connecticut, Georgia, and Illinois; the cities of Chicago, Honolulu, Houston, New York, Philadelphia, Seattle, Los Angeles, Portland, San Diego, and Vancouver, B.C.; and institutional clients including the United States Pentagon, the U.S. Army Corps of Engineers, the Pacific Northwest National Laboratory, and a range of private sector haulers. Dieter specializes in reliable study designs, efficient sample collection, consistent sorting, error-free data analysis, and readable reports. Dieter integrates quality assurance procedures into each step of each study, ensuring the consistency and reliability of all project deliverables.

### SELECTED PROJECT EXPERIENCE

#### 2014-2018 Phoenix (AZ). Waste Characterization Study

*Project Manager. Leading ongoing metropolitan characterization studies to document the flow of waste and recyclables across in four service regions.*

#### 2004-2018 King County (WA). Waste Monitoring Program

*Project Manager. Has managed all facets of King County's ongoing solid waste, recycling, organics, and C&D monitoring program since 2004.*

#### 2004-2018 Seattle (WA). Ongoing Multi-Stream Composition Studies

*Data Manager. Supports data management and analysis for all facets of the City of Seattle's ongoing solid waste, recycling, organics, and C&D monitoring program.*

#### 2016 City and County of Honolulu (HI). Characterization and MRF Processing Assessment

*Project Manager. Conducted a study of the quantities and types of recyclable materials received, processed, and sold by the island's designated MRF facility as part of a broader contract compliance review. Also assessed the efficacy of processing operations, including feeding of materials into the processing system, use of excavators to process OCC, automated and manual sorting, baling, and handling.*

#### 2008, 2015 City of San Jose (CA). Solid Waste, Recycling, and C&D Characterization Study

*Project Manager. Led this project to perform commercial and residential characterization studies for the City of San Jose of solid waste, recycling (including MRF processing residuals), and C&D.*

#### 2004-2018 CalRecycle. Statewide Waste Characterization Studies

*Project Manager. Managed three comprehensive statewide waste characterization studies across five regions and multiple generating sectors. Contracted as Project Manager for upcoming 2018 study.*



# Dieter Eckels

## SENIOR ASSOCIATE

2013-2014 City of San Francisco (CA). Waste Composition Study  
*Quality Control Supervisor. Managed citywide study to characterize residential and commercial disposal, recycling, and composting streams as well as MRF residuals. Update to 2005 study, also conducted by Cascadia.*

2014 Metro (OR). Anaerobic Digestion Assessment  
*Project Manager. Led an examination of waxed cardboard, uncoated cardboard, and fiber-based and plastic compostable service ware to determine the material's impact on and potential value to anaerobic digestion (AD) systems.*

2016-2017 State of Hawaii. Segregated Rate Study  
*Project Manager. Managed the sorting, counting, and weighing of more than 130,000 deposit containers. The data analysis supported the State's effort to update per pound refund rate for containers returned by consumers.*

2015-2016 Kauai (HI). Waste Characterization Study  
*Advisor. Providing design and analysis support for study to examine the residential and commercial materials disposed at Kekaha Landfill.*

2009-2016 WA Dept of Ecology. Statewide Waste Composition Study  
*Project and Data Manager. Managed data collection and analysis for statewide field sampling research on municipal solid waste (MSW) generated within the state.*

2013-2014 Houston (TX). Metropolitan Waste Characterization Study  
*Project Manager. Managed citywide study to characterize the amounts and types of waste, recycling, and green waste that single-family residents generate to inform development of the "One Bin for All" program.*

2014 Park City (UT). Generation and Flows Analysis  
*Project Manager; Lead Model Developer. Modeling and forecasting the City's waste stream to help frame regional priorities for generation, diversion, and disposal.*

2013-2014 Manhattan Beach (CA). Waste Stream Modeling/Analysis  
*Project Manager; Lead Model Developer. Assisting the local hauler with by developing a customized commercial waste stream model for use by audit staff; training audit staff to use the tool; and provide ongoing monitoring and oversight.*

2014 Saskatoon (Alberta, Canada). Industrial, Commercial, and Institutional (ICI) Waste Generation and Diversion Model  
*Project Manager; Lead Model Developer. Developed a customized commercial waste stream model for the local solid waste authority.*

2012-2013 San Diego (CA). Landfill-based Characterization Study  
*Project Manager. Managed a study to characterize the amounts and types of waste disposed by multiple sectors, including single family, multifamily, commercial, military, self-haul, and green collections.*

2012 Metro (Portland, OR). Organics Contamination Study  
*Data Manager. Managed data and analysis for this comprehensive study to characterize and quantify the significant contamination in organics streams targeted for diversion at local compost facilities.*



# Andrea Lai

## ASSOCIATE

### EXPERTISE

- Project management
- Field crew oversight
- Technical writing
- Recycling and materials management
- Sustainability research
- Biofuels and renewable chemicals
- Fluent in Mandarin

### CREDENTIALS

- B.S., Biological Engineering, Franklin W. Olin College of Engineering

### PUBLICATIONS

- Handler RM, Shonnard DR, Griffing EM, Lai A, Palou-Rivera, I. 2015. Life Cycle Assessments of Ethanol Production via Gas Fermentation. Industrial & Engineering Chemistry Research.

Andrea Lai joined Cascadia in 2015, specializing in research, analysis, and technical writing related to materials management research and planning. Andrea served as project manager for the Western Placer County Waste Management Authority Waste Characterization Study in early 2018, and she has supported previous studies across California, Hawaii, Arizona, and Washington as field crew manager, data analyst, and lead report writer. With Cascadia, Andrea has researched and recommended best practices for waste diversion for Louisville Metro Government in Kentucky and for several counties in Washington; served as a researcher for Seattle's Multifamily Food Waste Collection Study; led report writing for King County's ongoing Food Scraps Diversion study, and led report writing for the City of Seattle's ongoing waste stream monitoring research project. Before joining Cascadia, Andrea worked on lifecycle and technoeconomic models to estimate emissions, operation costs, and utilities consumption of LanzaTech's low-carbon fuel process and researched biofuels product markets. She also wrote research funding applications, whitepapers, and process operation documents, translating complex biochemistry concepts into audience-appropriate language for academics, business partners, and government.

### PROJECT EXPERIENCE

2017-2018 Western Placer County Waste Management Authority Waste and Residuals Characterization Study

*Project Manager. Managing a study to quantify and characterize materials disposed at WPWMA's materials recovery facility (MRF), construction and demolition (C&D) facility, and the Western Regional Sanitary Landfill (landfill).*

2016-2017 Seattle Public Utilities (WA). Multifamily Food Waste Collection and Recycling Assistance

*Researcher. Analyzing available technical assistance and survey data; identifying strategies from published research to reduce barriers to food waste collection for multifamily residents.*

2017 Port of Seattle (WA). Solid Waste Management Plan

*Writer. Supporting the development of a solid waste management plan for the Port of Seattle and its facilities.*

2015-2017 King County (WA). Food Scraps Diversion Study

*Writer, Field Crew. Wrote activity summaries and compiled cart tag distribution data for this study to evaluate the effects of an education campaign on waste generation and food scraps capture among single-family residents in three neighborhoods. Distributed educational material and collected and sorted residential set-outs of waste and organics.*

2016-2017 Seattle Public Utilities (WA). Ongoing Multi-Stream Composition Studies

*Writer, Field Crew. Supports written deliverables such as study designs and project reports for the City of Seattle's on-going solid waste, recycling, and organics*



Cascadia Consulting Group, Inc. | Seattle, WA | Oakland, CA

[www.cascadiaconsulting.com](http://www.cascadiaconsulting.com) or [info@cascadiaconsulting.com](mailto:info@cascadiaconsulting.com)

# Andrea Lai

## ASSOCIATE

*monitoring program. Performs sample collection and sorting field work for this study to characterize multifamily and commercial organics.*

2016-2017 Louisville Metro Government (KY). High Diversion Plan  
*Researcher/Writer. Identified industry best practices, evaluated diversion potential and costs, and recommended innovative alternative scenarios for waste diversion; prepared a final plan to support LMG's goal to achieve a 90% diversion rate.*

2015-2017 King County (WA). Recycling Market Development  
*Research, writer. Conducted market research and stakeholder interviews, culminating in a report documenting current market conditions and potential future recycling market opportunities for six different material types in King County.*

2017 Washington Department of Ecology (WA). Sustainable Funding Mechanisms for Solid Waste

*Researcher/Writer. Researched and documented funding sources and mechanisms for solid waste that are (1) be sustainable as garbage and total waste decrease and commodity prices fluctuate; (2) incentivize waste reduction without encouraging improper disposal; (3) meet needs in urban and rural communities throughout the state; and (4) support environmental and social justice.*

2016 King County Solid Waste Division (WA). Multifamily Recycling Best Practices Report

*Researcher, Writer. Wrote a case study on the City of Seattle's multifamily recycling and composting programs as part of a best practices report.*

2015-2016 Yakima County (WA). Solid Waste Plan Update

*Researcher/Writer. Researched waste diversion strategies and drafted the waste reduction and recycling chapter update for this rural county in Eastern Washington's Solid Waste Management Plan.*

2016-2017 King County (WA). Multifamily Recycling Code Update

*Researcher. As part of GreenTools program support, reviewed multifamily solid waste, building, and zoning code in leading jurisdictions and identified recommended best practices; the research will culminate in draft updates to code.*

2016 Foodservice Packaging Institute. Compostable Packaging Literature Review

*Researcher/Writer. Provided research and writing for a comprehensive literature review on the impacts of compostable foodservice packaging on composter operations, particularly available feedstock quantity, quality, and potential for contamination.*

2016 Plastics Recycling Corporation of California. Case Study

*Lead Researcher, Writer. Worked with Council to develop a case study that would explore the history of the PRCC as an example of a voluntary producer responsibility group and analyze the success of this approach.*

2016 Republic Services, King and Snohomish Counties (WA).

Multifamily Recycling Technical Assistance and Outreach

*Analyst, Writer. Provided data analysis and writing support for the final report on this program to address barriers to accessible and convenient recycling for residents.*





# Kirstin Hervin

## ASSOCIATE

### EXPERTISE

- Solid waste, recycling, and composting research and analysis
- Scenario development and projections for solid waste plans, programs, and policies
- Modeling, data management, and forecasting in support of GHG inventories
- Data visualization

### CREDENTIALS

- M.S. Environmental Systems with a focus on Energy Technology and Policy; Humboldt State University
- RPCV Ghana, 2006-2008
- B.S. Biology; Texas Tech

Kirstin Hervin specializes in management, modeling, and analysis of waste data to quantify generation, reduction, and diversion. She provides clients with accurate, reliable, and actionable information they can use to set targets and plan their sustainability strategies. She also develops sophisticated models and analytical tools that project the diversion impacts and emissions scenarios of different materials management strategies for clients. Past and present clients include the states of California, Connecticut, Illinois, Oregon, and Washington and the cities of Livermore (CA), Menlo Park (CA), Santa Clara County (CA), and King County (WA).

### SELECTED PROJECT EXPERIENCE

**2013-2015 CalRecycle. Statewide Waste Characterization Study**  
*Analyst. Led data management for and developed composition analyses for the most recent CalRecycle statewide characterization study, including the commercial generator study.*

**2015-2018 King County (WA). Ongoing Waste Monitoring Program**  
*Lead Analyst. Modeled King County commercial generation (waste, recycling, and organics); conducting analysis of single-family cart-level waste, recycling, and organics characterization data.*

**2017-2018 The Recycling Partnership. Capture Rate Studies in Atlanta, Denver, and Chicago**  
*Lead Analyst. Evaluated the effects of pilot programs to improve residential recycling in Atlanta, Chicago, and Denver. Analyzed data from cart-level characterization of recycling and garbage carts and developed material-specific recycling capture rates before and after pilot implementation.*

**2017-2018 University of Washington (WA). Waste Characterization Study.**  
*Data Manager & Lead Analyst. Designed and managed the sampling schedule, monitored incoming data quality, and led analysis to characterize campus-wide garbage, recycling, and organics across 12 distinct generator areas.*

**2013-2014 San Francisco (CA). Waste Characterization Study**  
*Analyst. Conducted data management and reporting for metropolitan waste characterization study.*

**2017 Santa Clara County (CA). Organics Modeling**  
*Analyst. Modeled organics generation, disposal, and diversion, generated projections, and assess processing capacity to provide data to support planning, policy, and programs towards SB 1383 compliance.*

**2017-2018 Marin County (CA). Organics Diversion Baseline and Projections**  
*Analyst. Modeled Marin County's organics generation, disposal, and diversion to establish a 2014 baseline on which to base organics reduction and recovery targets under SB 1383. Developed projections through 2033 to quantify additional organics recovery needed to meet targets.*





# Emily Chan

## PROJECT ASSISTANT

### EXPERTISE

- Community outreach and education
- Waste prevention, recycling, and composting behavior change
- Waste audits and waste characterization
- Research and data management

### CREDENTIALS

- B.S., Environmental Science and Resource Management, University of Washington

### LANGUAGE SKILLS

- Cantonese (fluent)
- Japanese (conversational)

With practical field experience and a degree in environmental science and resource management, Emily combines analytical and on-the-ground expertise to improve the efficiency and quality of research activities.

### SELECT PROJECT EXPERIENCE

2017-2018 The Recycling Partnership (WA). Cart-Based Studies in Chicago (IL), Atlanta (GA) and Denver (CO)

*Field Crew, Sampling. Participated in curbside field data collection for project characterizing residential curbside waste, recycling, and organics as part of pilot studies in Chicago, Atlanta, and Denver. Collected household-level data to support analysis of material stream composition, capture rates, and contamination.*

2015-2017 King County Solid Waste Division (WA). Waste, Recycling, Organics, and C&D Monitoring Program

*Field Crew. Participated in field data collection for an ongoing study characterizing all County-generated waste, recycling, and organics. In 2017, successfully recruited businesses for participation in a targeted food waste generation and diversion study.*

2015-2017 King County Solid Waste Diversion (WA). Food Scraps Diversion Cart Tag Study.

*Field Crew. Conducted periodic waste audits and distributed educational materials throughout King County (Kenmore, Burien, Woodinville, Redmond, and Issaquah).*

2016-2017 Seattle Public Utilities (WA). Green Business Program

*Business Technical Assistance Specialist. Educates Seattle businesses on green practices and provides recommendations for resource conservation. Provided recycling and waste reduction training in Cantonese to a local factory.*

2015-2016 Republic Services (King and Snohomish Counties, WA). Multifamily Recycling Outreach and Education

*Outreach & Technical Assistance Specialist. Provided door-to-door outreach on recycling to multifamily complex residents in unincorporated King and Snohomish Counties; the assistance and outreach team together reached over 8,000 households.*

### OTHER WORK EXPERIENCE

2013-2014 Environmental Protection Agency, Region 10 (WA). Sustainability and Energy Internship

*Intern. Conducted research and wrote reports on sustainable government purchasing to support a green purchasing toolkit for institutions. Wrote monthly newsletters, created and assembled outreach materials, and drafted questionnaires.*

2010 Seattle Public Utilities (WA). Friends of Recycling and Composting (FORC) Internship with Cascadia Consulting Group, Inc.

*Cascadia Intern. Visited and spoke to property managers about signing properties up for composting service. Conducted on-site training for managers and distributed educational materials to property managers for their residents about composting.*

2012-2013 Students Expressing Environmental Dedication (SEED). Finance and Archives

*Implemented programs that educated students about how to properly compost and recycle materials.*





# Michael Acode

## PROJECT ASSISTANT

### EXPERTISE

- Waste audits and waste characterization
- Team coordination and training
- Commercial and multifamily technical assistance
- Outreach and public engagement

### CREDENTIALS

- B.A., Environmental Studies, University of Washington

Michael Acode specializes in management and coordination of fieldwork. He brings over three years of experience providing in-field audits to support successful recycling, composting, and waste reduction programs. He manages logistics and coordination for waste measurement projects at Cascadia, including ongoing characterization studies for King County (WA) and Seattle Public Utilities (WA) and recycling stream studies in Phoenix (for Recyclebank), Chicago, Denver, and Atlanta (for The Recycling Partnership). In this role, he anticipates and identifies solutions to potential challenges well in advance and manages large and mobile teams to ensure smooth, efficient, and accurate audits for his clients.

### SELECT PROJECT EXPERIENCE

**2017 The Recycling Partnership (Nationwide). Capture Rate Studies**  
*Field Lead. Managed logistics and in-field data collection to obtain curbside samples of garbage and recycling from residents in Atlanta, Denver, and Chicago to measure recycling capture rates. Audits took place twice in each city (baseline and evaluation).*

**2017 Recyclebank and City of Phoenix (AZ). Outreach and Community Awareness Evaluation Study**

*Field Lead. Managed logistics and in-field data collection to collect and characterize samples of curbside recycling from households across Phoenix. Collected data will be used to evaluate the impact of Recyclebank's outreach program.*

**2014-2017 Seattle Public Utilities (WA). Green Business Program**  
*Business Technical Assistance Specialist. Has provided site visits and assessments, waste audits, and trainings to over 100 businesses to provide education on and recommend resources for resource conservation.*

**2016-2017 Waste Management (King and Snohomish Counties, WA). Multifamily Recycling Outreach and Education**  
*Outreach & Technical Assistance Specialist. Led visual audits, training, and technical assistance and door-to-door outreach at multifamily properties.*

**2014-2016 Republic Services (King and Snohomish Counties, WA). Multifamily Recycling Outreach and Education**  
*Outreach & Technical Assistance Specialist. Led visual audits, training, and technical assistance and door-to-door outreach at multifamily properties to support improving recycling infrastructure and deliver recycling education; the assistance and outreach team reached over 8,000 households.*

**2015-2017 King County Solid Waste Division (WA). Waste, Recycling, Organics, and C&D Monitoring Program**  
*Field Lead; Field Crew. Manages logistics and in-field data collection for an ongoing study characterizing all County generated waste, recycling, and organics delivered to County transfer stations, including visual audits for all bulky and C&D material.*

**2015-2017 Seattle Public Utilities (WA). Waste, Recycling, Organics, and C&D Composition Studies**  
*Field Lead; Field Crew. Leads field activities for on-going sampling, sorting, data collection, and reporting on the composition and quantity of targeted materials streams, including visual audits for all bulky and C&D material.*



## Standard Terms and Conditions

- A. Any exceptions to, or deviations from specifications, conditions, or requirements as noted in this request: CHECK ONE:  
    ☒ None  
    ☐ Detailed Statement Attached (on company letterhead)
- B. Invoicing. The Authority will only pay by original invoice. No invoices for partial shipments shall be authorized for payment without prior approval by the Authority. Invoices in triplicate must be made to number, name of requesting department, description of items purchased, unit prices, and all applicable taxes and shipping charges.
- C. Controlling Law. The Contract shall only be governed and constructed in accordance with laws of the State of California and proper venue for legal action regarding the contract shall be the Authority.
- D. Taxes, Charges and Extras.
- Unless otherwise definitely specified, the prices quoted herein do not include Sales, Use or other taxes. Phrases on any offer reading "Full Contract Price" or "Lump Sum Price" shall require prospective consultant to include such taxes, as may be valid and applicable, in the offered price. No additional tax charges shall be allowable when these phrases are used.
  - No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose, except taxes legally payable by the Authority, will be paid by the Authority unless expressly included and itemized in the offer.
  - The Authority does not pay Federal excise taxes. Do not include these taxes in your price; but do indicate the amount of any such tax. The Authority will furnish an exemption certificate in lieu of such tax.
- E. Award.
- Unless the prospective consultant specifies otherwise in their offer or the RFP states otherwise, the Authority may accept any item or group of items of any offer.
  - **The Authority reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.**
  - **A written Purchase Order mailed,** or otherwise furnished, to the awarded consultant within the time for acceptance specified, results in a binding contract without further action by either party. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California.
- F. Alteration or Variation of Terms. It is mutually understood and agreed that no alteration or variation of the terms of this request or purchase order shall be valid unless made or confirmed in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made or confirmed in writing between the parties hereto shall be binding on any of these parties hereto.
- G. Assignability. A contract is not assignable by Consultant either in whole or in part.
- H. Compliance with Statute. Consultant hereby warrants that all applicable Federal and State statutes and regulations or local ordinances will be complied with in connection with the sale and delivery of the property furnished.
- I. Patent Indemnity. The Consultant shall hold the Authority, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
- J. Samples. Samples of items, when required, must be furnished free of charge to the Authority and, if not destroyed by tests, may upon request made at the time the sample is furnished, be



returned at the prospective consultant's expense.

K. Rights and Remedies the Authority for Default.

- In the event any item furnished by the Consultant in the performance of the contract or purchase order should fail to conform to specifications the Authority may reject the same, and it shall thereupon become the duty of the Consultant to reclaim and remove the same, without expense to the Authority, and immediately to replace all such rejected items with others conforming to such specifications.
- Cost of delivery of an item which does not meet specifications, will be the responsibility of the Consultant.
- The rights and remedies of the Authority provided above shall not be exclusive and are in addition to any other rights and remedies provided by the law or under the contract.

L. Force Majeure. Contractor shall not be liable for any delays with respect to the contract due to causes beyond its reasonable control, epidemics, war, terrorism or riots.

M. Severability. Should any part of the contract be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity of the remainder of the contract which shall continue to full force and effect; provided that the remainder of the contract can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

I declare under penalty of perjury that this quote is complete and true and that I have not been a party with any other respondent to offer a fixed cost in conjunction with this Request for Proposals.

Executed in \_\_\_\_\_, California, on \_\_\_\_\_, 2018

SIGNATURE  TITLE Director

PRINTED NAME OF PERSON WHO'S SIGNATURE APPEARS Dieter Eckels

NAME OF COMPANY Cascadia Consulting Group

ADDRESS 1109 1<sup>st</sup> Avenue, Suite 400 CITY ZIP 98101

TELEPHONE 206.343.9759 EMAIL ADDRESS dieter@cascadiaconsulting.com

DATE 11/6/2018

**Attachments:**

1. Authority's Professional Services Agreement
2. Exhibit A - Scope of Work



**SALINAS VALLEY SOLID WASTE AUTHORITY  
REQUEST FOR PROPOSALS**

**ADDENDUM I**

**FOR WASTE CHARACTERIZATION STUDY FOR SUN STREET  
TRANSFER STATION, JOHNSON CANYON LANDFILL, AND JOLON  
ROAD TRANSFER STATION**

October 30, 2018

Dear Vendor:

This addendum forms a part of and modifies the Request for Proposals (RFP) entitled "Waste Characterization Study for Sun Street Transfer Station, Johnson Canyon Landfill, and Jolon Road Transfer Station".

Submit bids for this project with the understanding and full consideration of this addendum. The revisions declared in this addendum are an essential part of the RFP.

**I. RESPONSE TO QUESTIONS**

**Comment No. 1** Exhibit A, page 23, the second bullet mentions industrial waste but no samples have been allocated to that sector. Is the industrial waste sector part of the self-haul sector?

**Response No. 1** The industrial waste sector should be a sub-sector of the commercial sector. The local haulers refer to Commercial Roll-off service as "Industrial" and there should be dedicated sampling for this line of business as the waste stream will likely vary from general commercial collected waste.

**Comment No. 2** How does the Authority define industrial waste?

**Response No. 2** The Authority defines industrial waste as non-hazardous solid waste generated from a commercial or industrial customer, and usually collected in larger volume roll-off boxes.

**Comment No. 3** Does the Authority expect to allocate samples to self-haul from commercial sources vs residential sources or will all self-haul be analyzed together?

**Response No. 3** Samples from self-haul should be allocated by commercial vs residential sources.

**Comment No. 4** Task 2, step 2, last sentence says "...scheduled at three facilities..." but other sections mention four facilities: Johnson Canyon, Sun St., Jolon Road, and Madison Lane. Does the Authority expect sampling to be completed at three facilities or four facilities?

**Response No. 4** Sampling should be proportionally completed at all four facilities; Johnson Canyon Landfill, Sun St Transfer Station, Madison Lane Transfer Station, and Jolon Road Transfer Station.

**Comment No. 5** Task 3, step 2, last sentence says "...the field crew manager should also arrange for access to each site...." Will/can the Authority compel each facility to participate or will the consultant be responsible for negotiating access and fees with each facility?

**Response No. 5** The Authority owns and operates three of the four facilities and will work with the consultant to ensure participation by all facilities.

**Comment No. 6** Is a loader available at each facility to assist with sample collection?

**Response No. 6** Yes, a loader is at each facility to assist with sample collections but use of the equipment will be based upon availability and should be pre-scheduled for each sampling date/time.

**Comment No. 7** Does the Authority have an estimate of the number of residential vehicles from each of the jurisdictions using each of the four facilities each day?

**Response No. 7** Yes - see Q17. for average daily totals by facility.

**Comment No. 8** Does the Authority have an estimate of the number of commercial/multifamily vehicles from each of the jurisdictions using each of the four facilities each day?

**Response No. 8** Yes - see Q17. for average daily totals by facility.

**Comment No. 9** Does the Authority have an estimate of the number of industrial vehicles from each of the jurisdictions using each of the four facilities each day?

**Response No. 9** Yes (industrial vehicles would be categorized as roll-off).

**Comment No. 10** Does the Authority have an estimate of the number of self-haul vehicles from each of the jurisdictions using each of the four facilities each day?

**Response No. 10** Yes - see Q17. for average daily totals by facility.

**Comment No. 11** Which haulers provide residential, commercial, and industrial service in each jurisdiction?

**Response No. 11** Republic Services of Salinas provides residential, commercial and industrial services to the City of Salinas. Waste Management, Inc provides residential, commercial and industrial services to the City of King and Unincorporated areas of Monterey County. Tri-Cities

Disposal and Recycling provides residential, commercial and industrial services to the Cities of Gonzales, Greenfield and Soledad.

**Comment No. 12** Can you please provide a copy of the prior 2007-2008 Waste Characterization Study performed for the Authority that is referenced in the RFP?

**Response No. 12** A copy of the 2008 Waste Characterization Study performed for the Authority is attached (Attachment 1).

**Comment No. 13** Does the Authority have a budget allocated for the study?

**Response No. 13** Yes. The estimated budget is \$125,000.

**Comment No. 14** The scope of work objectives includes a list of 4 facilities at which to characterize waste, but other references in the scope of work refer to 3 facilities. Which specific facilities will the consultant have access to for completion of the characterization study?

**Response No. 14** See response to Q4.

**Comment No. 15** The scope of work objectives includes a list of 4 sectors (single family residential, commercial /multi-family, industrial, and self-haul), but the scope of work only refers to 3 (missing industrial). Is industrial sector to include a designated number of samples or just what is shown in the table for single family residential, commercial/multi-family, and self-haul?

**Response No. 15** See response to Q1.

**Comment No. 16** Does the Authority routinely collect data from incoming collection vehicles and self-haul vehicles based on jurisdiction and sector waste deliveries? Will this information be available to the consultant to develop the sampling and load selection plans? Can a sample of such data be provided for reference?

**Response No. 16** Yes. Yes. A sample trip-count report for each facility is attached and provided for reference (Attachment 2).

**Comment No. 17** Approximately how many hauler loads from each jurisdiction are delivered to the facilities daily? Approximately how many self-haul loads are delivered to each facility daily?

**Response No. 17** See Table below.

<b>FACILITY</b>	<b>Avg Daily Hauler Loads</b>	<b>Avg Daily Self-Haul Loads</b>
Sun Street Transfer Station, Salinas:	40-50	242
Madison Ln Transfer Station, Salinas:	60	11
Johnson Canyon Landfill, Gonzales:	29	64
Jolon Rd Transfer Station, King City:	12	29



**Comment No. 18** Has the Authority secured agreement from the private haulers serving the communities to participate in this study? If not, will this be a responsibility of the Authority or of the consultant during the development of the sampling plan?

**Response No. 18** The Authority maintains flow control agreements with its member agencies and exclusive franchised haulers service the entire jurisdiction area. The Authority will arrange for franchise hauler participation in the study.

**Comment No. 19** Please clarify whether the number of samples to be obtained is a total number of samples over both seasons, or if the indicated numbers of samples are to be obtained each season.

**Response No. 19** The total number of samples listed in the RFP is for both seasons.

**Comment No. 20** Will the Authority consider an approach that includes sorting of a smaller number of samples than is identified, if the basis for the reduction in the number of samples and a description of how the reduced number of samples will achieve representative data is provided?

**Response No. 20** The Authority may be open to considering a different approach to sampling if the objectives of the scope of work are achieved and statistically valid for future planning purposes.

**Comment No. 21** Task 2 in the scope of work states "The Authority can choose to use the list of 86 materials included in the Authority's 2007-2008 Waste Characterization Study...The budget assumes that the samples will be sorted into 10 to 15 major material classes, with the remainder being residual." Please clarify the expected number of material categories that samples will be sorted to / characterized? The approximate number of categories will impact the efficiency of the characterization and the level of effort required (i.e., time to complete each sample and/or field crew size), and is therefore an important parameter to understand when developing the proposed budget.

**Response No. 21** The expected number of material categories that samples are to be sorted into is up to 86 material categories and up to 15 major material classes.

**Comment No. 22** Will the facilities provide staff and equipment (e.g., small loader) to facilitate removal of the selected sample cell from incoming loads? Will the facilities provide rolling containers that samples can be placed into?

**Response No. 22** See response to Q6. Staff will be provided to operate the equipment. Rolling containers maybe available depending on the site.

**Comment No. 23** On page 5 it states that there will be contract negotiations in the second full paragraph, but on page 6, bullet 2, it states that accepting the County's Agreement is a requirement. Then on page 9 it appears to provide an option to submit exceptions on company letterhead. Please clarify if the County will entertain negotiations to the terms and conditions incorporated in the RFP.

**Response No. 23** As a clarification to the question, the agreement is with the Authority, not the County. In order for a proposal to be deemed complete, pages 9 and 10 of the RFP must be completed, signed and submitted. A consultant may submit exceptions to the professional service agreement included in the RFP on their company letterhead.

**Comment No. 24**      Given that several questions relate to the project approach / scope and responses to questions are expected November 1, with proposals due just 4 business days later, will the Authority consider extending the proposal due date?

**Response No. 24**      The proposal due date is not able to be extended. The due date will remain as listed in the RFP.

Respondents must indicate receipt of this addendum and other addendums by attaching the addendums to the Proposal package.

The Authority reserves the right to reject any, a portion of, or all Proposals and to waive any informality in Proposals received.

The Authority is sending this addendum by email to ensure that all Vendors receive it.

# COST PROPOSAL

## Authority Proposal Form and Fee Schedule

The undersigned offers and agrees to furnish all work, materials, equipment or incidentals which are subject to this Request for Proposals at the prices stated, and in conformance with all plans, specifications, requirements, conditions and instructions of the Authority's Request for Proposals.

Service or Product Description	Hrs./Qty.	Cost Per Hr./Qty.*	Total Cost
Task 1: Initial meeting and facility tours	20	\$227	<b>\$4,540</b>
Task 2: Develop research protocol, sampling plan, and schedule	75	\$110	<b>\$8,250</b>
Task 3: Collect waste characterization data	988	\$95	<b>\$93,960</b>
Task 4: Obtain tonnage data	300	\$46	<b>\$13,718</b>
Task 5: Conduct analysis	120	\$110	<b>\$13,250</b>
Task 6: Prepare and present final report	175	\$118	<b>\$20,665</b>
Subtotal			<b>\$154,383</b>
Sales Tax			<b>0</b>
Total			<b>\$154,383</b>

\*This is the total cost divided by the number of hours. Since the total cost includes the expenses this does not reflect our actual labor rates.

### Optional Services: (see next page)

The optional services are not a requirement of the RFP but could be incorporated into the final Agreement as determined by the Authority during the evaluation and negotiation process.



Dieter Eckels, Director



## Report to the Board of Directors

Date: November 15, 2018  
From: Mandy Brooks, Resource Recovery Manager  
Title: Recycling Recognition

ITEM NO. 11

N/A

Finance and Administration  
Manager/Controller-Treasurer

N/A

General Counsel

N/A

General Manager/CAO

A PRESENTATION WILL BE GIVEN  
AT THE MEETING



## Report to the Board of Directors

ITEM NO. 12

N/A

Finance and Administration Manager,  
Controller/Treasurer

General Manager/CAO

N/A

Legal Counsel

Date: November 15, 2018

From: Patrick Mathews, General Manager/CAO

Title: Appointment of Nominating Committee for the  
2019 Election of Officers

### RECOMMENDATION

Staff recommends that the Board appoint two members to the Elections Nominating Committee to provide a recommendation for the 2019 election of officers at the January 24, 2019 Regular Board of Directors meeting.

### STRATEGIC PLAN RELATIONSHIP

This is a routine annual item and does not relate to the Board's strategic plan.

### FISCAL IMPACT

None

### DISCUSSION & ANALYSIS

The Board President, Vice President, and Alternate Vice President, if they remain in their jurisdictional office, may serve one (1) or two (2) year terms. This provides an opportunity for the officers to become familiar with the responsibilities of their Board position and enables them to be kept current on Authority projects.

2018 was an election year and various members of SVR's Board of Directors ran for re-election. President Salinas did not seek re-election and will not be part of the Authority Board starting January. Current Vice President Cullen, and Alternate Vice President De La Rosa have served their two-year terms in their current office, however, the nominating committee may nominate them for a one-year term under new positions according to the rotation established within the guidelines established by the Authority Code (see Background) or make an alternate recommendation. The current rotation is as follows:

*Office of President held by a representative of South County Cities*

*Office of Vice President held by a representative of City of Salinas*

*Office of Alternate Vice President held by a representative of County of Monterey*

### BACKGROUND

The Joint Powers Authority Agreement and Authority Code provides for the election by the Authority Board for the office of President, Vice President, and Alternate Vice President for a term of one year commencing upon election at the regular meeting held in January and ending upon election of a successor at the regular meeting the following January. A Board Member may serve no more than two consecutive terms. Authority Code Sections 2.01.010 and 2.01.011 specify that each elected Office shall rotate between a representative from the City of Salinas, a south county city (i.e., Gonzales, Greenfield, King City, and Soledad) and the County of Monterey but shall not be from the same member agency's legislative body. The Authority Code further allows a discretionary appointment of the Immediate Past President to the Executive Committee for a one-year transitional period.



ATTACHMENT(S)

- 1) Elections Procedures
- 2) Elected Officers History
- 3) Attendance Record for 2018

## **AUTHORITY CODE**

### **2.01.010 SELECTION OF PRESIDENT AND VICE-PRESIDENT**

The Authority Board shall choose one of its members to be President and one of its members to be Vice-President. The board member nominated to the office of President shall rotate between a representative from the City of Salinas, a south county city (i.e., Gonzales, Greenfield, King City, and Soledad) and the County of Monterey. The board member nominated to the office of Vice-President shall rotate in the same manner as the office of President, but shall not be from the same member agency's legislative body as the board member elected as President. (Ord. 005, 12/11/2003)

### **2.01.011 SELECTION OF ALTERNATE VICE-PRESIDENT**

In the manner prescribed by the JPA, this section adds the additional office of Alternate Vice-President to be elected in the same manner established in Section 2.01.010. Board shall select an additional officer, designated as the Alternate Vice-President. The Alternate Vice-President shall serve as the Vice-President in the absence of the Vice-President. The Board member elected to the office of Alternate Vice-President shall rotate in the same manner as the office of President and Vice-President, but shall not be from the same member agency's legislative body as the member elected as President and the member selected as Vice-President. (Ord. 005, 12/11/2003)

### **2.01.040 TERM OF OFFICE**

The term of office for the President and Vice-President shall be one year commencing upon election at the regular meeting held in January and ending upon election of a successor at the regular meeting the following January. A Board Member may serve no more than two consecutive terms. (Ord. 99-04, 2/18/1999)

### **2.06.010 BOARDS AND COMMISSIONS**

An Executive Committee is hereby formed consisting of the President, Vice-President and Alternate Vice-President. The Committee shall conduct meetings as needed and shall receive direction from, and report directly to, the Board of Directors on all matters considered. Bylaws or procedures may be adopted by Resolution of the Board to provide direction or guidance of the duties and responsibilities delegated to the Committee. (Ord. 005, 12/11/2003)

A majority of the Board may determine from time to time to appoint the Authority's immediate Past President as a fourth member of the Executive Committee, in which case the Board shall specify the term of such appointment. (Ord. 08, 2/18/2010)

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## **JOINT POWERS AGREEMENT**

1. **TERMS OF OFFICE:** The term of office of each member of the Authority Board shall be one year and shall not exceed the term of the elective office which the member holds.

2. **OFFICERS OF THE AUTHORITY BOARD:** At its first meeting and thereafter at the first meeting of each calendar year, the Board of Directors shall elect a President, Vice-President; and such other officers as the Authority Board shall find appropriate, to serve the Authority Board for a term of one year unless sooner terminated at the pleasure of the Authority Board. In the event the officer so elected ceases to be a Director, the resulting vacancy shall be filled at the next regular meeting of the Authority Board held following the occurrence of the vacancy. In the absence or inability of the President to act, the Vice-President shall act as President. The President, or in the absence of the President, the Vice-President, shall preside at and conduct all Authority Board meetings.

## Officers of the Salinas Valley Solid Waste Authority

TERM	PRESIDENT	VICE PRESIDENT	ALTERNATE VICE PRESIDENT
2019	<i>South County</i>	<i>City of Salinas</i>	<i>County of Monterey</i>
2018	Simon Salinas County of Monterey	Rob Cullen South County	Gloria De La Rosa City of Salinas
2017	Simon Salinas County of Monterey	Rob Cullen South County	Gloria De La Rosa City of Salinas
2016	Jyl Lutes <sup>1</sup> City of Salinas	Simon Salinas County of Monterey	Richard Perez <sup>2</sup> City of Soledad
2015	Elizabeth Silva City of Gonzales	Jyl Lutes City of Salinas	Simon Salinas County of Monterey
2014	Elizabeth Silva City of Gonzales	Jyl Lutes City of Salinas	Simon Salinas County of Monterey
2013	Fernando Armenta County of Monterey	Elizabeth Silva City of Gonzales	Jyl Lutes City of Salinas
2012	Fernando Armenta County of Monterey	Elizabeth Silva City of Gonzales	Dennis Donohue City of Salinas
2011	Gloria De La Rosa City of Salinas	Fernando Armenta County of Monterey	Elizabeth Silva City of Gonzales
2010	Gloria De La Rosa City of Salinas	Richard Ortiz <sup>3</sup> City of Soledad	Fernando Armenta County of Monterey
2009	Lou Calcagno Monterey County	Gloria De La Rosa City of Salinas	Richard Ortiz City of Soledad
2008	George Worthy City of Gonzales	Lou Calcagno Monterey County	Gloria De La Rosa City of Salinas
2007	George Worthy City of Gonzales	Lou Calcagno Monterey County	Gloria De La Rosa City of Salinas
2006	Janet Barnes City of Salinas	George Worthy City of Gonzales	Lou Calcagno Monterey County
2005	Janet Barnes City of Salinas	George Worthy City of Gonzales	Lou Calcagno Monterey County
2004	Fernando Armenta Monterey County	Janet Barnes City of Salinas	George Worthy City of Gonzales
2003	Fernando Armenta Monterey County	Janet Barnes City of Salinas	N/A
2002	Zeke Bañales <sup>4</sup> City of Greenfield	Fernando Armenta Monterey County	N/A
2001	Jan Collins <sup>5</sup> City of Salinas	Zeke Bañales City of Greenfield	N/A
2000	Simon Salinas <sup>6</sup> County of Monterey	Jan Collins City of Salinas	N/A
1999	Gary Gerbrandt City of Soledad	Simon Salinas County of Monterey	N/A

<sup>1</sup> Was not re-elected to City Council

<sup>2</sup> Was not re-elected to City Council

<sup>3</sup> Was not re-elected to City Council

<sup>4</sup> Was not re-elected to City Council

<sup>5</sup> Declined second term – leaving office at end of year

<sup>6</sup> Left office of County Supervisor

1998	Gary Gerbrandt City of Soledad	Simon Salinas County of Monterey	N/A
1997	Juan Olivarez City of Salinas	Fabian Barrera City of Soledad	N/A

## Board of Directors Attendance Record for 2018 (Jan-Oct)

9 BD Meetings

BOARD	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Salinas (County)	1	1	1	1		1		1	1	1			8
Phillips (County)	1	1	1		1	1			1	1			7
De La Rosa (Salinas)	1		1	1	1			1	1	1			7
Barrera (Salinas)	1	1	1	1	1	1		1	1	1			9
Craig (Salinas)	1	1			1	1		1	1	1			7
Silva (Gonzales)	1	1	1	1	1	1		1		1			8
Bourke (Soledad)	1	1	1	1		1		1					6
Torres (Greenfield)			1	1	1	1		1	1				6
Cullen (King City)	1	1	1			1		1	1	1			7

Alternates	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Gunter (Salinas)		1	1			1							3
Alejo (County)													0
Funk (Gonzales)									1				1
Stewart (Soledad)									1				1
Martinez (Greenfield)													0
Walker (Greenfield)													0
Acosta (King City)													0

10 EC Meetings

EXECUTIVE	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Salinas (President)	1	1	1	1	1	1		1		1	1		9
Cullen (Vice President)		1	1	1	1	1		1	1	1			8
De La Rosa (Alternate Vice President)	1	1	1	1	1	1		1	1		1		9





## Report to the Board of Directors

ITEM NO. 13

Finance and Administration  
Manager/Controller-Treasurer

General Manager/CAO

N/A

Legal Counsel

Date: November 15, 2018

From: Cesar Zuñiga, Assistant General Manager /  
Operations Manager

Title: Cost Analysis for Processing Construction and  
Demolition, Organic, and Wood Material

### RECOMMENDATION

Staff recommends that the Board discuss the item and provide direction.

### STRATEGIC PLAN RELATIONSHIP

The development and expansion of the Construction and Demolition (C&D), Organics and Wood processing program supports SVR Goals to 1) Select and Implement Facilities and Programs that Lead to Achievement of at Least 75% Waste Diversion, and 2) "Reduce Landfill Disposal Fee Dependence Through Self-Funded Programs and New Revenue Sources" by processing clean and re-usable wood and other materials out of C&D, Organic, and Wood rich loads delivered to our facilities.

### FISCAL IMPACT

The current program for C&D processing is self-sustained by the tipping fees collected at the gate house. Implementing a portable sort line to increase the recovery rate of clean wood from C&D, Organic, and Wood loads at Authority facilities would require a slight increase to our existing C&D rate, but not the existing rate for other separated commodities.

If the material was to be directed to Monterey Regional Waste Management District (District) it would require an increase in the current tipping fee for C&D, Organic, and Wood rich loads to cover the District tipping fee, as well as transportation from the South County facilities.

### DISCUSSION & ANALYSIS

At the January 25, 2017 Board Retreat, staff was asked to recommend a final decision on a Construction and Demolition Recycling Program for inclusion in the SVR 2017-2018 budget.

An update was provided at the May 18, 2017 Board meeting. At the time of the update the District had estimated October 2017 for the startup of the New Material Recovery Facility (MRF) sort line which includes a C&D sort line.

The item was brought back to the Board on March 15, 2018. At this time the District had not yet begun to process C&D but is expected to begin in the Summer of 2018. The District has begun to operate the C&D sort line and has offered to accept our materials at the

existing gate rate of \$62/ton. The rate to process C&D and other rich organic loads at the District is anticipated to increase by 10% each of the next two years.

The current C&D program consolidates all C&D material received at SVR facilities at the Johnson Canyon Landfill. Most of the material consist of clean wood. Some clean wood is recovered by manually removing it and placing into the clean wood pile. The remainder of the material is then ground into chips and used as Alternative Daily Cover (ADC) for the landfill operations. Use of processed waste material to simply cover waste in the landfill is not supportive of our mission to reduce dependence on landfilling and conserve landfill space, however it is still an allowed activity and provides some benefit in our waste diversion calculations under today's regulations. The current programs cost per ton is \$15.05 per ton, which includes processing and overhead. The transportation cost is covered by the existing transport fee collected to move materials from the transfer stations to Johnson Canyon Landfill. The processing rate is based on the July 1, 2018 SVR rates and the current Vision Recycling processing contract for grinding C&D.

Staff has also been working with the District and has requested a cost to process SVR C&D material since 2016. The District has offered SVR the regular gate rate to process C&D materials. The rate offer started at \$51.75 in 2016 and has increased to \$62.00 as of July 1, 2018. The rate does not include SVRs transportation and the additional transportation cost associated with delivery of materials from South County members. Transportation cost from Sun Street to the District or Johnson Canyon Landfill is essentially the same due to traffic patterns and on-site processing time. If the Board decided to deliver C&D material to the District for processing starting in fiscal year 2018-19, our cost per ton estimate would be \$71.92/ton which covers the District tipping fee and SVR overhead only. With the District's projected rates increase over the next two years, this cost would increase to approximately \$79 per ton in 2019-20, and approximately \$87 per ton in 2020-2021.

The current C&D material consist of approximately 50-75% clean wood. In order to recover the clean wood, the material would need to be reduced into smaller sections and recovered through a basic hand sorting system. Staff has established a rate to sort the C&D material using a portable 6 station sort-line. The sort line would also be used to process organic and wood rich loads and serve all member agencies at the Johnson Canyon Landfill. The cost of establishing a C&D, Organics, and Wood processing sort line, including consolidation of all recoverable, organic based materials at the Johnson Canyon Landfill would be an estimated \$59.61/ton. This cost includes purchasing a new sort-line, excavator, and hiring the required staff to operate the equipment. The program would also look at partnerships with HOPE Service or Social Vocational Services that could result in further cost savings.

Staff is recommending the Board discuss the item and provide direction.

## BACKGROUND

All cities within the SVR service areas are working to or have already implemented C&D ordinance to divert such materials from the landfill. Our current C&D program allows us to divert some clean wood and grind the remainder of the materials to be used as Alternative Daily Cover (ADC) at the landfill. There has been talk by CalRecycle to restrict the use of ADC as a diversion activity by 2020. To maintain and increase future diversion rates, reduce landfilling of recoverable organic waste streams, and meet increasing State mandates, SVR is looking at programs that could increase the diversion of all clean wood (and other recyclables) mixed into C&D and Organic rich loads, in lieu of just converting it into landfill daily cover or landfilling.

These programs can include the sorting of clean wood that can be re-used as landscape products or compost feedstock, as well as re-sale of acceptable construction lumber such as 2x4, 4x4, 2x6 lumber and so on. The re-use of these products allows us to reduce the amount of waste processed, while re-purposing materials and providing them to the public at a reduced rate.

#### ATTACHMENTS

None



ITEM No. 13

## ***Strategic Plan Objective: Cost Options for Processing C&D, Wood and Organics***

*November 15, 2018*

Published 11/14/18

### **WHAT IS THE PURPOSE OF THE OBJECTIVE?**

- ▶ **Determine Best Financial Option to Process/Recover Construction & Demolition (C&D) Materials**
- ▶ **MRWMD's FY 18-19 Gate Rate for C&D Materials:**  
**\$62/ton** *(est. 10% rate increases each of next two years).*
- ▶ **Do Current Tipping Fees Cover C&D Processing Costs?**  
**(both internally or hauling to MRWMD)**

## WHAT IS THE PURPOSE OF THE OBJECTIVE?



C&D received at SVR facilities contains an estimated 50% clean wood

## WHAT IS THE PURPOSE OF THE OBJECTIVE?



Organics received have wood and cardboard mixed into loads

## TYPE OF PROCESSING AVAILABLE

### ***MRWMD***

- C&D Material Processed through Material Recovery Facility (MRF)
- SVR to Transfer Materials or Require Franchise Haulers to Direct-Haul all C&D to MRWMD
- Current Tipping Fee: \$62/ton
- Anticipates 10% Rate Increase (each of next two years)
- Future Cost Increases Unknown



## TYPE OF PROCESSING AVAILABLE

### ***SVR - Existing Process***

- Continue to Transfer or Direct Haul all Materials to Johnson Canyon
- Hand Sort Materials to Remove Clean Wood: Remainder used as Alternative Daily Cover (ADC)
- Future Mandates Could Eliminate ADC as Beneficial Reuse Material
- Highest & Best Use: Remove Clean Wood for Recycling





## TYPE OF PROCESSING AVAILABLE

### ***SVR - New Process***

- Continue to Transfer or Direct Haul C&D and Rich Loads to Johnson Canyon
- Material Processed through 6-Station Sort Line to Recover Clean Wood and Organics
- Mobile Pick-Station Equipment Allows Separation of Organics and Wood
- Estimated 28,000 tons of C&D and Rich Waste Loads Recovered



## COST TO PROCESS C&D AT MRWMD

**MRWMD has Offered SVR Gate Rate for C&D Processing:**

- 2016 - \$51.75
- 2017 - \$56.00
- 2018 - \$62.00
- 2019 - +10% (\$68.20)?
- 2020 - +10% (\$75.02)?



## COST TO PROCESS C&D AT JCLF "STATUS QUO"

Tons Received (C&D only)	SVSWA Fees Collected @ \$58 / ton	Processing Cost @ \$13 / ton	SVSWA 16% Overhead
12,556	\$728,248	\$163,228	\$15.05



## COST TO DELIVER AND PROCESS C&D, ORGANICS AND WOOD LOADS TO MRWMD FY 2018-19

Tons Received (C&D, Organics and Wood)	SVR Fees Collected	Processing Cost @ \$62 / ton	SVSWA 16% Overhead
28,000	\$1,813,000	\$1,736,000	\$71.92*

\*Cost to transport from SSTS to MRWMD is covered by Surcharge to Franchise. Cost from Johnson Canyon and Jolon Rd would require an increase.



## COST TO PROCESS C&D, ORGANICS AND WOOD MATERIALS AT JCLF WITH SORT LINE

Tons Received (C&D, Organics and Wood)	SVSWA Fees Collected	Processing Cost @ \$51.39 / ton	SVSWA 16% Overhead
28,000	\$1,813,000	\$1,468,880	\$59.61*

\*Cost to transport from SSTS to Johnson Canyon is covered by Surcharge to Franchise.



## SAMPLE EQUIPMENT TO SORT C&D, ORGANICS, & WOOD MATERIALS AT JCLF



## PROPOSED EQUIPMENT TO SORT C&D, ORGANIC, & WOOD MATERIALS AT JCLF



## C&D, ORGANICS AND WOOD OPTIONS COST COMPARISON




Facility	Current Fee Collected	Annual Processing Fee	*Cost Per Ton w/Overhead
MRWMD	\$62.00	\$1,736,000	\$71.92
JCLF - Grind for ADC	\$58.00	\$163,228	\$15.05
JCLF - SORT LINE	\$58.00 & \$68.50	\$1,468,880	\$59.61

\*Based on 28,000 tons





**Questions?**

[facebook.com/SalinasValleyRecycles](https://facebook.com/SalinasValleyRecycles)   
[twitter.com/SalinasValleyRecycles](https://twitter.com/SalinasValleyRecycles)   
[www.SalinasValleyRecycles.org](http://www.SalinasValleyRecycles.org) 



## Report to the Board of Directors

### ITEM NO. 14

Finance and Administration  
Manager/Controller-Treasurer

General Manager/CAO

N/A

Legal Counsel

**Date:** November 15, 2018

**From:** Patrick Mathews, General Manager/CAO

**Title:** Collaboration Memorandum of Understanding (MOU) between Salinas Valley Solid Waste Authority (Authority) and Monterey Regional Waste Management District (District)

### RECOMMENDATION

Staff recommends that the Board of Directors consider approval of the attached MOU with Monterey Regional Waste Management District (District) and forward to the District for consideration at their next available Board meeting.

### STRATEGIC PLAN RELATIONSHIP

The recommended action helps support Goal to "Select and Implement Facilities and Programs that Lead to Achievement of at Least 75% Waste Diversion". The four "Strategic Plan Actions" developed by the Board at its October 18, 2018 Strategic Planning Retreat are all supported by adoption of this MOU:

- Finalize and present to the Boards of the Salinas Valley Solid Waste Authority and the Monterey Regional Waste Management District a Memorandum of Understanding regarding collaboration and shared use of infrastructure once all stakeholder input is received.
- At the November Board meeting, present a new Environmental Impact Report (EIR) Project Description that includes multiple options for the repurposing of Madison Lane Transfer Station.
- Restart CEQA-EIR studies as well as the Financial Impact Analysis to analyze collaboration opportunities, closing down of the Sun Street Transfer Station, and the repurposing of Madison Lane Transfer Station.
- Identify a potential buyer for Sun Street Transfer Station.

### FISCAL IMPACT

The fiscal impact associated with this action is staff and consultant time needed for completion of the various studies, public outreach and negotiations to be considered under the MOU work plan. Much of the Authority's EIR cost has already been incurred (and a significant portion of work completed) by prior Board action. The cost share of additional due diligence work will be negotiated with the District and is not known at this time.

One key item in the MOU is the completion of a long-range financial analysis to identify customer rate impacts for each Long-Term Facility Needs (LTFN) project options under



consideration. This work is an important Strategic Plan Action for the Board and if the revised project description (included in this agenda) is approved, the financial analysis will only require a few weeks to complete for presentation to the Board in early 2019.

## **DISCUSSION & ANALYSIS**

The MOU includes input from the Executive Committee who reviewed and provided input on the second draft of this MOU at its September 6, 2018 meeting and considered this item again at its November 1, 2018 meeting.

This MOU includes a schedule of activities for completion of due diligence work mandated under the California Environmental Quality Act (CEQA) necessary for both agencies to move the discussions forward, directionally to consideration of binding collaborative contracts. The draft MOU provided by the City of Salinas's consultant, R3 Consulting Group, if executed in that format, would have created binding agreements in advance of completing CEQA related study work or fully understanding the cost and impacts of such agreements to Authority ratepayers. Binding agreements cannot be reached until the EIR is completed and certified for Board consideration. All project options under consideration are defined as "Projects" under CEQA and binding contracts or commitments to a specific project course cannot be made in advance of the required study and CEQA analysis.

Attached is Version 4 of the draft MOU which varies only slightly from the September 20, 2018 draft provided to the Board. Additional language has been included at Authority Counsel's recommendation to assure the MOU does not create any binding conditions prior to completion and Board consideration of mandated CEQA study activities.

The current MOU (ver. 4) was forwarded to the stakeholders on November 8, 2018 for discussion at the scheduled meeting on November 13, 2018. Stakeholders included Authority and District senior management, City Managers from Salinas and Gonzales, and the County Chief Administrative Officer. If consensus is reached on the form and content of this MOU with any suggested changes, the revised version will be amended to the November 15, 2018 agenda by for final Board consideration.

\*Added

### **November 14, 2018 Update:**

On November 13, 2018, a stakeholder meeting was held to review the most current version of the MOU attached herein (Attachment A, version 4). In attendance were Dr. Lew Bauman, Monterey County CAO; Ray Corpuz, Salinas City Manager; Rene Mendez, Gonzales City Manager, Tim Flanagan, District General Manager; Patrick Mathews, Authority General Manager; and Senior Management staff from the City of Salinas, District and Authority. At the Authority's request, the meeting was focused primarily on coming to consensus on the terms and conditions of the MOU. After brief introductions and statements from each party on their desired outcomes for the meeting, Dr. Bauman led the review and discussion of the MOU, section by section.

The District stated two global areas of change they wanted to see in the MOU, first that any topics related solely to the areas of Authority and City of Salinas project issues be removed from the MOU. Secondly, they were more interested in a simplified MOU that outlined the areas of potential collaboration. By consensus, all stakeholders agreed to focus on edits that would achieve these two objectives in the revisions to the MOU.

The revised MOU (Attachment C, version 5, agenda supplement) was agreed to by the group as the version to move forward for approval by the Authority and District Board's.

However, the District General Manager was clear that he still needed to meet and confer with his ad hoc committee and the District's full Board prior to any commitment by the District.

Authority General Counsel has reviewed and concurs with the revised MOU format.

## **BACKGROUND**

On September 10, 2018, Authority Management team hosted a meeting with District Management team to discuss process and review the draft MOU. The meeting was very productive and District staff conceptually agreed to consider joining into the Authority financial analysis (in process) to create a broader countywide systems analysis for both agencies, as recommended by the Ad Hoc Committee and included in the District's support letter of August 14, 2018. Issues related to timing, study work, CEQA compliance and current status of District and Authority operations were discussed and clarified.

The latest version of the MOU (ver. 3.1) was provided to the District's General Manager and staff on September 10, 2018 for further review, comment and consideration. To-date, we have not received any comments and the District's Board of Directors has not formally considered the MOU, but we understand they will be taking this issue up at their November and possibly January meetings for discussion.

## **ATTACHMENT(S)**

- A. Collaboration MOU between the Authority and District, Version 4
- B. September 20, 2018 staff report, SVR/MRWMD Collaboration MOU
- C. Collaboration MOU between the Authority and District, Version 5

**Memorandum of Understanding Between  
Monterey Regional Waste Management District (District) and  
Salinas Valley Solid Waste Authority (Authority)**

This Memorandum of Understanding (MOU) between the Monterey Regional Waste Management District (District) and the Salinas Valley Solid Waste Authority (Authority) dated \_\_\_\_\_, 2018 is an agreement to address the potential for beneficial use of existing and planned solid waste and resource recovery infrastructure to improve community services and help control costs for all Monterey County rate-payers.

**Introduction**

The County and all cities in Monterey County are required to implement new state mandated local programs in order to comply with recently enacted environmental laws that govern the management of solid waste. These laws are primarily focused on diverting organic waste (AB 1594, AB 1826, SB 1383) and commercial recyclables (AB 341) from landfill disposal and will require all stakeholders involved to participate in and pay for and manage these new programs and related infrastructure. The Authority and the District, as key stakeholders, are both proactive agencies that are moving ahead to meet these challenges in both similar and different ways. In addition to having unique approaches to addressing new regulations, the agencies each have their own strengths and market advantages.

**Background**

Monterey Regional Waste Management District

- District has developed and opened a new Materials Recovery Facility (MRF) to increase recovery of recyclable materials including processing systems for 1) Construction and Demolition (C&D) and Industrial Waste, 2) mixed Commercial and Multi-Family Waste, and 3) Curbside Single Stream Recycling
- District has plans to expand foodwaste anaerobic digestion/combined heat and power (AD/CHP) capacity through a partnership with Monterey One Water
- District has issued \$31 million in bonds to finance the MRF (\$15.5M), truck yard and fueling facility (\$11.5M) and other improvements
- District is considering issuing \$10-\$25 million in bonds for new and previously unfunded Capital needs for Fiscal Year (FY) 18/19 and beyond
- District is considering rate increases and alternative revenue sources to address funding for facility upgrades, cost of operations, and recent changes in recycled materials markets
- District is currently supporting operating costs through importation of waste for landfilling at the Monterey Peninsula Landfill (MPL), originating from facilities and jurisdictions in Santa Clara and Santa Cruz Counties

Salinas Valley Solid Waste Authority

- Authority is working on long-term facility needs that includes relocation of operations from its Sun Street Transfer Station to other potential sites for a transfer station/public recycling services facility in or near Salinas

**Memorandum of Understanding Between  
Monterey Regional Waste Management District (District) and  
Salinas Valley Solid Waste Authority (Authority)**

- Authority is bound by its Joint Powers Authority Agreement to maintain equalized rates for all member agencies and it is the Board's expressed desire that any collaborative efforts are cost-neutral or most cost-effective for its south county ratepayers
- Both the Authority and District have areas of concern near their facilities and transportation routes (as documented by CalEPA's CalEnviroScreen, California Communities Environmental Health Screening Tool) that should be considered in this process
- Authority is considering a manufacturing and renewable energy-based conversion technology for currently landfilled wastes under a public-private partnership structure
- City of Salinas has been working to redevelop an area called the Alisal Market Place (AMP) which includes relocation of the Authority's Sun Street Transfer Station and the City's garbage and recycling hauler's (Republic Services) corporation yard

**Opportunities, Agreements, and Actions Needed for Consideration of Various Interagency Partnerships**

Required local agency compliance with environmental laws and regulations are leading to increases in the cost to manage solid waste for all jurisdictions in the State, and ratepayers throughout Monterey County will be faced with increased costs regardless of whether the Authority and District work together or continue to operate independently. However, to the extent that the Authority and District can achieve efficiencies and collaboratively share resources, cost increases that will impact all County residents may be minimized.

There are several opportunities to leverage economies of scale through the sharing of existing Authority and District facilities and maximize the capacities of the solid waste processing and landfill facilities in Monterey County. For all or some of the below to occur, several interagency agreements would need to be developed and certain actions taken, including but not limited to completion of financial and customer rates impact analysis for each opportunity or option considered:

- **District to consider utilization of Authority for organics composting services**

Opportunities/Challenges

- District has stated concerns over space restrictions and new capital costs associated with expanding organic processing capacity
- Authority has space constraints and permitting limits for increasing organics processing capacity beyond the current expansion efforts
- Johnson Canyon is more central to agricultural markets for finished compost products

Actions

- Authority to determine the most effective pathway to further expansion of its organics processing capacity to serve the District

**Memorandum of Understanding Between  
Monterey Regional Waste Management District (District) and  
Salinas Valley Solid Waste Authority (Authority)**

- District to evaluate transfer or direct haul cost for organics to Johnson Canyon
- Long term rates, delivery terms and conditions, and capital cost recovery to be established
- **Authority and District to consider utilization of Monterey One Water for processing source-separated commercial food waste**

Opportunities/Challenges

- Generate renewable energy through utilization of excess digester capacity
- Re-direct franchised source-separated, low-contaminated commercial food waste from both the District and the Authority, where feasible
- Consider developing “shared” collection routes for franchised source-separated commercial food waste collection

Actions

- District to act as lead on development of this approach and to evaluate directing current Authority provided foodwaste to appropriate District or Monterey One Water digester facility
- Long term rates, delivery terms and conditions to be established
- **Authority to consider agreement with District for landfill disposal of non-MRF processed wastes**

Opportunities/Challenges

- Provides District with opportunity to reduce importation of out-of-county MSW

Actions

- Authority to evaluate cost and rate impacts of sending non-MRF processed waste to District vs. Authority landfill
- Develop long term rates, delivery terms and feasibility to be evaluated

- **Authority to consider utilization of District for C&D and Industrial Waste Processing Services**

Opportunities/Challenges

- District has available capacity at its new MRF by adding additional MRF staffing shifts
- Spreads new MRF capital and processing costs over a larger, countywide tonnage

**Memorandum of Understanding Between  
Monterey Regional Waste Management District (District) and  
Salinas Valley Solid Waste Authority (Authority)**

Actions

- Develop long term rates, delivery terms and feasibility to be evaluated

- **Authority to consider utilizing Johnson Canyon Landfill for Salinas and South County Cities C&D and Industrial Waste Processing**

Opportunities/Challenges

- Authority Board has been considering this option since 2016
- Authority has opportunity to re-assign displaced Sun Street Transfer Station employees to Johnson Canyon Landfill
- Extends these services to all south county jurisdictions to improve regional recycling efforts

Actions

- Authority to evaluate the costs and impacts of C&D and Industrial Waste Processing at Authority vs. District facility

- **Authority to consider utilization of District for Commercial/Multi-family Mixed Waste Processing Services**

Opportunities/Challenges

- District has available capacity at its new MRF by adding additional staffing shifts
- Spreads new MRF capital and processing costs over a larger, countywide tonnage

Actions

- Authority will complete waste characterization study to determine recovery value for mixed commercial and multi-family wastes
- District to provide performance metrics (recovery rates, materials recovered, and marketability) once mixed commercial/multi-family mixed waste processing is in full operation at MRF
- Develop long term rates, delivery terms and conditions to be evaluated

- **Authority to consider Authority purchase or long-term lease of Madison Lane Transfer Station**

Opportunities/Challenges

- Maintains continued public self-haul services for Salinas area – Household Hazardous Waste, Recycling, Yard Waste, etc.



**Memorandum of Understanding Between  
Monterey Regional Waste Management District (District) and  
Salinas Valley Solid Waste Authority (Authority)**

- Supports reduction strategies for litter and illegal dumping
- Reduces traffic and greenhouse gas impacts from self-haul customers

Actions

- Authority to evaluate cost and impacts
- Authority and City of Salinas to evaluate acceptable conditions for sale of the Sun Street properties to the City of Salinas or Alisal Market Place Developer in conjunction with relocation to Madison Lane Transfer Station

▪ **Authority and District to Consider Utilizing Johnson Canyon Landfill for Demonstration of New Waste Recovery Technologies Focused on Recovery of Landfilled Waste**

Opportunities/Challenges

- Continues the Authority's research on technologies that can further reduce the need for landfills and support local/State recycling markets
- Authority and District can pilot and evaluate conversion technologies to ensure effectiveness and affordability prior to making a long-term contractual commitment with interested private sector technology companies

Actions

- Authority and District to jointly review and support current and future conversion technology reviews
- Authority and District to collaborate, where feasible and appropriate, to facilitate research and development of emerging waste reduction technologies

▪ **Authority and District to consider expanding shared development of countywide messaging, public outreach materials, and collaborative use of staff for community education efforts**

Opportunities/Challenges

- Builds on existing collaborative efforts to create more consistent joint messaging and public education

Actions

- Continue and expand upon regional messaging efforts through Central Coast Recycling Media Coalition, Litter Task Force, and household/business messaging
- Develop joint media messaging and public events activities

**Memorandum of Understanding Between  
Monterey Regional Waste Management District (District) and  
Salinas Valley Solid Waste Authority (Authority)**

- **Agreement between Authority and District for transfer of any displaced Authority employees resulting from service delivery options and/or the closure of the Sun Street Transfer Station**

Opportunities/Challenges

- Reduces job loss potential if Authority workers are displaced as a result of the Sun Street Transfer Station closure and reduction in services

Actions

- District to provide Authority with descriptions and numbers of new jobs associated with adding shifts to accommodate some or all of these agreements under consideration

**Environmental Review**

This MOU and some or all the potential activities mentioned above are subject to applicable laws, and will require a level of environmental review, including consideration of activities subject to the California Environmental Quality Act (CEQA). A proposed action would be a project subject to CEQA where the action is considered to have a significant effect on the environment and the potential for resulting in either a direct physical change to the environment or a reasonably foreseeable indirect physical change in the environment. This should be taken into consideration in the evaluation of facility and service delivery options and the development of schedules. As an example, closure of the Sun Street Transfer Station and direct hauling of franchise waste to other facilities vs. current transfer operations will change traffic patterns/impacts and could lead to increase greenhouse gas production and other potential environmental impacts.

**Schedule**

**Monterey Regional Waste Management District**

- Submit templates of draft agreements, terms and conditions for District Services to Authority (Jan - Mar 2019)
- Negotiate scope of work and fund expansion of Authority's Long-Range Financial Model to include District and countywide system costs (Jan - Feb 2019)
- Provide all data and information requested by Authority's Environmental Impact Report (EIR) consultant and identify any added EIR work the District may require addressing impacts associates with the above listed agreements (Jan - May 2019)
- Collaborate with the Authority to develop a countywide landfill capacity and life model (Jan-Mar 2019)
- Provide a list and job descriptions for all proposed or vacant positions that could potentially be filled by displaced Authority workers (May 2019)

**Memorandum of Understanding Between  
Monterey Regional Waste Management District (District) and  
Salinas Valley Solid Waste Authority (Authority)**

Salinas Valley Solid Waste Authority

- Submit templates of draft agreements, terms and conditions for Authority Services to District (Jan - Mar 2019)
- Complete Authority Long-Range Financial Model and negotiate revised scope of work and costs to expand model to include District and countywide system costs (Jan – Feb 2019)
- Revise and submit proposed project description(s) and schedule to Authority Board of Directors for approval to re-start and complete Long-Term Facilities Needs EIR, partially completed (Nov 2018)
- Collaborate with the District to develop a countywide landfill capacity and life model (Jan - Mar 2019)
- Authority to evaluate feasibility, schedule, infrastructure costs, and actions needed to expand organics processing capacity to support District (Mar 2019)

Witness the execution of this Memorandum of Understanding on the date as written below.

**MONTEREY REGIONAL WASTE  
MANAGEMENT DISTRICT (DISTRICT)**

By: \_\_\_\_\_

Date: \_\_\_\_\_, 2018

**SALINAS VALLEY SOLID WASTE AUTHORITY  
(AUTHORITY)**

By: \_\_\_\_\_

Date: \_\_\_\_\_, 2018



## Report to the Board of Directors

ITEM NO. 14

Finance and Administration  
Manager/Controller-Treasurer

General Manager/CAO

N/A

Legal Counsel

Date: September 20, 2018

From: Patrick Mathews, General Manager/CAO

Title: Draft Collaboration Memorandum of Understanding (MOU) between Salinas Valley Solid Waste Authority (Authority) and Monterey Regional Waste Management District (District)

## RECOMMENDATION

Staff recommends that the Board of Directors provide input and direction on the draft collaboration MOU (Attachment A) and direct staff to return the MOU at the October 18, 2018 Board meeting for final approval, pending Monterey Regional Waste Management District Board concurrence.

## STRATEGIC PLAN RELATIONSHIP

The recommended action helps support Goal to "Select and Implement Facilities and Programs that Lead to Achievement of at Least 75% Waste Diversion". Under this Goal the Board has two related Objectives: 1) "Provide the Board with Recommendations to Restart the Long-Term Facility Needs (LTFN) Environmental Impact Report (EIR) and Other Due Diligence Activities", and 2) Present to the Board for Consideration, a MOU between the Authority and District Regarding Collaboration and Communication."

## FISCAL IMPACT

The fiscal impact associated with this action is staff time needed for development and negotiations of the MOU and the costs associated with the various studies and or/consultant work contemplated in the MOU to assist with the decision process for both Agencies. Much of the Authority's EIR cost has already been encumbered (and a significant portion of work completed) by prior Board action. The cost share of any additional due diligence work will be negotiated with the District and is not known at this time. One key item in the MOU is the completion of a long-range financial analysis to identify customer rate impacts for each LTFN project option under consideration. This action is an important Board Strategic Plan objective.

## DISCUSSION &amp; ANALYSIS

The attached MOU reflects input received from the July 25, 2018 Ad Hoc Committee meeting composed of representatives from both the Authority and District, as well as added input from the Board's August 15, 2018 meeting. The MOU also includes input from the Executive Committee who reviewed and provided input on the second draft of this MOU at its September 6, 2018 meeting. This MOU includes a schedule of activities for completion of due diligence work needed for both agencies to move the discussions forward and prepare more formal collaborative contracts.

## BACKGROUND

The Citizen's Advisory Group met on March 26, 2018 and reviewed and provided input on the LTFN Study revised project description. The revised project description was needed to restart the EIR process after changes to the original project description and project options were made by the Board in December 2017. The revised project, as proposed, continues the previous Board direction to include options for shared use of resources between the Authority and District. At the Executive Committee's April 5, 2018 meeting, the Committee received a presentation on the LTFN project, related stakeholder and Board surveys, and updates on the District short and long-term financial planning issues.

On April 16, 2018, Authority and District staff were invited to hear a presentation by the City of Salinas consultant, R3 Consulting, regarding the City's independent preparation of a draft collaborative MOU between the two agencies. The same presentation was made to both the City of Salinas and the County of Monterey in the month of July 2018, with the City of Salinas approving a subsequent resolution supporting approval of a MOU by the District and Authority.

At the Board's April 19, 2018 meeting, the two strategic plan objectives listed above were added to the 6-month Strategic Plan to restart and complete the LTFN EIR and prepare a MOU for collaboration with the District. On June 21, 2018, the Board was presented with the completed EIR project description approved in concept at its April 2018 meeting and supported, as drafted, by both the Executive Committee and Citizen's Advisory Committee. At that meeting, the Board deferred action on approving the revised project description and restarting the EIR process until the meeting of an ad hoc committee of elected officials from both the Authority and the District met to discuss collaboration efforts and provide additional staff direction. The previous Strategic Plan staff direction to prepare a collaboration MOU was reaffirmed after the ad hoc committee meeting with added direction.

On September 10, 2018, Authority Management team hosted a meeting with District Management team to discuss process and review the draft MOU. The meeting was very productive and District staff conceptually agreed to consider joining into the Authority financial analysis (in process) to create a broader countywide systems analysis for both agencies, as recommended by the ad hoc Committee and included in the District's support letter of August 14, 2018. Issues related to timing, study work, and current status of District and Authority operations were discussed and clarified. At the time of this writing, Draft no. 3 (attached) of this proposed MOU is with the District's General Manager and staff for further review, comment and consideration.

## ATTACHMENT(S)

- A. Draft No. 3 of the MOU for Collaboration between the Authority and District
- B. MOU support letter from MRWMD, August 14, 2018
- C. MOU support letter from city of Salinas, August 15, 2018
- D. MOU support letter from Del Rey Oaks, August 23, 2018
- E. MOU support letter from County of Monterey, September 11, 2018

**Memorandum of Understanding Between  
Monterey Regional Waste Management District (District) and  
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### **Introduction**

The County and all cities in Monterey County are required to implement new programs to comply with recent environmental laws that govern the management of solid waste. These laws are primarily focused on diverting organic waste (AB 1594, AB 1826, SB 1383) and commercial recyclables (AB 341) from landfill disposal and will require all stakeholders involved to participate in and pay for and manage these new programs and related infrastructure. The Authority and the District, as key stakeholders, are both proactive agencies that are moving ahead to meet these challenges in both similar and different ways. In addition to having unique approaches to addressing new regulations, the agencies each have their own strengths and market advantages.

### **Background**

#### **Monterey Regional Waste Management District**

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- District has plans to expand foodwaste anaerobic digestion/combined heat and power (AD/CHP) capacity through a partnership with Monterey One Water
- District has issued \$31 million in bonds to finance the MRF (\$15.5M), truck yard and fueling facility (\$11.5M) and other improvements
- District is considering issuing \$10-\$25 million in bonds for new and previously unfunded Capital needs for Fiscal Year (FY) 18/19 and beyond
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#### **Salinas Valley Solid Waste Authority**

- Authority is working on long-term facility needs that includes relocation of operations from Sun Street to other potential sites for a transfer station/public recycling services facility in or near Salinas



**Memorandum of Understanding Between  
Monterey Regional Waste Management District (District) and  
Salinas Valley Solid Waste Authority (Authority)**

- Authority is bound by its Joint Powers Authority Agreement to maintain equalized rates for all member agencies and it is the Board's expressed desire that any collaborative efforts are cost-neutral or most cost-effective for its south county ratepayers
- Both the Authority and District have areas of concern near their facilities and transportation routes (as documented by CalEPA's CalEnviroScreen, California Communities Environmental Health Screening Tool) that should be considered in this process
- Authority is considering a manufacturing and renewable energy-based conversion technology for currently landfilled wastes under a public-private partnership structure
- City of Salinas has been working to redevelop an area called the Alisal Market Place (AMP) which includes relocation of the Authority's Sun Street Transfer Station and the City's garbage and recycling hauler's (Republic Services) corporation yard

**Opportunities, Agreements, and Actions Needed for Consideration of Various Interagency Partnerships**

Environmental regulations are leading to increases in the cost to manage solid waste for all jurisdictions in the State, and ratepayers throughout Monterey County will be faced with increased costs regardless of whether the Authority and District work together or continue to operate independently. However, to the extent that the Authority and District can achieve efficiencies and collaboratively share resources, cost increases that will impact all County residents may be minimized.

There are several opportunities to leverage economies of scale through the sharing of existing Authority and District facilities and maximize the capacities of the solid waste processing and landfill facilities in Monterey County. For all or some of the below to occur, several interagency agreements would need to be developed and certain actions taken, including but not limited to completion of financial and customer rates impact analysis for each opportunity or option considered:

- **District to consider agreement with Authority for organics composting services**

- Opportunities/Challenges

- District has stated concerns over space restrictions and new capital costs associated with expanding organic processing capacity
    - Authority has space constraints and permitting limits for increasing organics processing capacity beyond the current expansion efforts
    - Johnson Canyon is more central to agricultural markets for finished compost products

- Actions

- Authority to determine the most effective pathway to further expansion of its organics processing capacity to serve the District
    - District to evaluate transfer or direct haul cost for organics to Johnson Canyon

**Memorandum of Understanding Between  
Monterey Regional Waste Management District (District) and  
Salinas Valley Solid Waste Authority (Authority)**

- Long term rates, delivery terms and conditions, and capital cost recovery to be established
- **Authority and District to consider Agreements with Monterey One Water for processing source-separated commercial food waste**

Opportunities/Challenges

- Generate renewable energy through utilization of excess digester capacity
- Re-direct franchised source-separated, low-contaminated commercial food waste from both the District and the Authority, where feasible
- Consider developing “shared” collection routes for franchised source-separated commercial food waste collection

Actions

- District to act as lead on development of this agreement and direct current Authority provided foodwaste to appropriate District or Monterey One Water digester facility
- Long term rates, delivery terms and conditions to be established

- **Authority to consider agreement with District for landfill disposal of non-MRF processed wastes**

Opportunities/Challenges

- Provides District with opportunity to reduce importation of out-of-county MSW

Actions

- Authority to evaluate cost and rate impacts of sending non-MRF processed waste to District vs. Authority landfill
- Long term rates, delivery terms and conditions to be established

- **Authority to consider agreement with District for C&D and Industrial Waste Processing Services**

Opportunities/Challenges

- District has available capacity at its new MRF by adding additional MRF staffing shifts
- Spreads new MRF capital and processing costs over a larger, countywide tonnage

Actions

- Long term rates, delivery terms and conditions to be established

**Memorandum of Understanding Between  
Monterey Regional Waste Management District (District) and  
Salinas Valley Solid Waste Authority (Authority)**

▪ **Authority to consider utilizing Johnson Canyon Landfill for Salinas and South County Cities C&D and Industrial Waste Processing**

Opportunities/Challenges

- Authority Board has been considering this option since 2016
- Authority has opportunity to re-assign displaced Sun Street Transfer Station employees to Johnson Canyon Landfill
- Extends these services to all south county jurisdictions to improve regional recycling efforts

Actions

- Authority to evaluate the costs and impacts of C&D and Industrial Waste Processing at Authority vs. District facility

▪ **Authority to consider agreement with District for Commercial/Multi-family Mixed Waste Processing Services**

Opportunities/Challenges

- District has available capacity at its new MRF by adding additional staffing shifts
- Spreads new MRF capital and processing costs over a larger, countywide tonnage

Actions

- Authority will complete waste characterization study to determine recovery value for mixed commercial and multi-family wastes
- District to provide performance metrics (recovery rates, materials recovered, and marketability) once mixed commercial/multi-family mixed waste processing is in full operation at MRF
- Long term rates, delivery terms and conditions to be established

▪ **Authority to consider agreement with Waste Management for Authority purchase or long-term lease of Madison Lane Transfer Station**

Opportunities/Challenges

- Maintains continued public self-haul services for Salinas area – Household Hazardous Waste, Recycling, Yard Waste, etc.
- Supports reduction strategies for litter and illegal dumping
- Reduces traffic and greenhouse gas impacts from self-haul customers

Actions

**Memorandum of Understanding Between  
Monterey Regional Waste Management District (District) and  
Salinas Valley Solid Waste Authority (Authority)**

- Authority to evaluate cost and impacts
- Authority will seek Agreement with City of Salinas for sale of the Sun Street properties to the City of Salinas or Alisal Market Place Developer in conjunction with relocation to Madison Lane Transfer Station
  
- **Authority and District to Consider Utilizing Johnson Canyon Landfill for Demonstration of New Waste Recovery Technologies Focused on Recovery of Landfilled Waste**
  - Opportunities/Challenges
    - Continues the Authority's research on technologies that can further reduce the need for landfills and support local/State recycling markets
    - Authority and District can pilot and evaluate conversion technologies to ensure effectiveness and affordability prior to making a long-term contractual commitment with interested private sector technology companies
  - Actions
    - Authority and District to jointly review and support current and future conversion technology reviews
    - Authority and District to establish agreements, where feasible and appropriate, to facilitate research and development of emerging waste reduction technologies
  
- **Authority and District to consider expanding shared development of countywide messaging, public outreach materials, and collaborative use of staff for community education efforts**
  - Opportunities/Challenges
    - Builds on existing collaborative efforts to create more consistent joint messaging and public education
  - Actions
    - Continue and expand upon regional messaging efforts through Central Coast Recycling Media Coalition, Litter Task Force, and household/business messaging
    - Develop joint media messaging and public events activities
  
- **Agreement between Authority and District for transfer of any displaced Authority employees resulting from execution of any of these agreements and/or the closure of the Sun Street Transfer Station**
  - Opportunities/Challenges
    - Reduces job loss potential if Authority workers are displaced as a result of the Sun Street Transfer Station closure and reduction in services

**Memorandum of Understanding Between  
Monterey Regional Waste Management District (District) and  
Salinas Valley Solid Waste Authority (Authority)**

**Actions**

- District to provide Authority with descriptions and numbers of new jobs associated with adding shifts to accommodate some or all of these agreements under consideration

**Environmental Review**

Some or all the potential activities mentioned above will require a level of environmental review. Under California Environmental Quality Act (CEQA), a project is considered to have a significant effect on the environment and the potential for resulting in either a direct physical change to the environment or a reasonably foreseeable indirect physical change in the environment. This should be taken into consideration in the schedule. As an example, closure of the Sun Street Transfer Station and direct hauling of franchise waste to other facilities vs. current transfer operations will change traffic patterns/impacts and could lead to increase greenhouse gas production.

**Schedule**

**Monterey Regional Waste Management District**

- Submit templates of proposed agreements, terms and conditions for District Services to Authority (Oct 2018 - Jan 2019)
- Negotiate scope of work and fund expansion of Authority's Long-Range Financial Model to include District and countywide system costs (Oct/Nov 2018)
- Provide all data and information requested by Authority's Environmental Impact Report (EIR) consultant and identify any added EIR work the District may require addressing impacts associates with the above listed agreements (Oct 2018 - Apr 2019)
- Collaborate with the Authority to develop a countywide landfill capacity and life model (Feb 2019)
- Provide a list and job descriptions for all proposed or vacant positions that could potentially be filled by displaced Authority workers (Feb 2019)

**Salinas Valley Solid Waste Authority**

- Submit templates of proposed agreements, terms and conditions for Authority Services to District (Oct 2018 - Jan 2019)
- Complete Authority Long-Range Financial Model and negotiate revised scope of work and costs to expand model to include District and countywide system costs (Oct/Nov 2018)

**Memorandum of Understanding Between  
Monterey Regional Waste Management District (District) and  
Salinas Valley Solid Waste Authority (Authority)**

- Revise and submit project description and schedule to Authority Board of Directors for approval to re-start and complete Long-Term Facilities Needs EIR, partially completed (Nov /Dec 2018)
- Collaborate with the District to develop a countywide landfill capacity and life model (Feb 2019)
- Authority to evaluate schedule, infrastructure costs, and actions needed to expand organics processing capacity to support District

Witness the execution of this Memorandum of Understanding on the date as written below.

**MONTEREY REGIONAL WASTE  
MANAGEMENT DISTRICT (DISTRICT)**

**SALINAS VALLEY SOLID WASTE AUTHORITY  
(AUTHORITY)**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_, 2018

Date: \_\_\_\_\_, 2018



BOARD OF DIRECTORS  
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CARRIE THEIS  
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MONTEREY REGIONAL  
WASTE MANAGEMENT DISTRICT  
*Home of the Last Chance Mercantile*

TIMOTHY S. FLANAGAN  
General Manager  
  
GUY PETRABORG, P.E., G.E.  
Director of Engineering & Compliance  
  
JEFF LINDENTHAL  
Director of Communications & Sustainability  
  
PETER SKINNER  
Director of Finance & Administration  
  
TIM BROWNELL  
Director of Operations  
  
ROBERT WELLINGTON  
Legal Counsel

August 14, 2018

Chair Simon Salinas  
Salinas Valley Recycles  
128 Sun Street, Suite 101  
Salinas, CA 93901

RE: Adoption of Memorandum of Understanding Between Salinas Valley Recycles and the  
Monterey Regional Waste Management District

Dear Chair Salinas:

This letter is a follow-up to the meeting held on Wednesday, July 25, 2018 by the ad hoc committees from Salinas Valley Recycles (Gloria de la Rosa, Rob Cullen, and you) and the Monterey Regional Waste Management District (Dennis Allion, Jane Parker, and me) to discuss the draft Memorandum of Understanding (MOU) between the two entities.

Priorities included the negotiations for use of Madison Lane Transfer Station and proposed rates for composting, MRF processing, landfill disposal, wet organics, C&D, etc. so that cost-benefit analysis can be done and agreements crafted. No insurmountable obstacles were found, although two broad themes emerged that the ad hoc Committee felt needed to be made clear and analyzed individually, as well as the context of the overall set of opportunities/changes being proposed:

1. Cost differences, especially for ratepayers, including tip fees and distances traveled; and
2. Traffic impacts. Also, as destinations shift, it would be prudent to determine preferred routes for waste hauler trucks and self-haul customers. Solutions for fly-away trash may also need to be found.

It is my understanding that the following are to be considered:

- Impacts to South County ratepayers be neutral or the most cost-effective rates possible.
- Better clarity is needed about what constitutes clean commercial organics and/or agricultural packing and processing organics and how/where to best process them.
- Ensure that potentially displaced employees will be welcomed at both entities, depending upon how workforce needs shift.
- Political will and participation by board members and staff is necessary to educate constituents and respond promptly to any concerns.
- Identify if CEQA will be required, and if so, at which point in the process.

Chair Simon Salinas

August 14, 2018

Page 2

In summary, it was strongly recommended that the MOU be adopted at the earliest possible opportunity and that serious, good faith negotiations begin promptly between staffs of both entities to process waste in Monterey County in the most efficient, effective, equitable, environmentally sound and financially prudent fashion. Additionally, the District would ask that consideration be given to hiring a third-party consultant to assist with the analysis, with the cost split equally between the two entities.

We look forward to the joint efforts and what it could realize in promoting environmental and financial benefit to the rate payers of all of Monterey County.

Kind regards,

A handwritten signature in dark ink, appearing to read "Bruce Delgado", is written over a faint, circular official seal or stamp.

Bruce Delgado  
Board Chair

cc: Patrick Mathews  
MRWMD Board of Directors



## City of Salinas

OFFICE OF THE MAYOR • 200 Lincoln Avenue • Salinas California 93901 • (831) 758-7201 • Fax (831) 758-7368

August 15, 2018

The Honorable Bruce Delgado  
Chair  
Monterey Regional Waste Management District Board  
*Via e-mail to [baguilar@mrwmd.org](mailto:baguilar@mrwmd.org)*

The Honorable Simon Salinas  
President  
Salinas Valley Solid Waste Authority Board  
*Via e-mail to [adriannae@svswa.org](mailto:adriannae@svswa.org)*

**RE: Support for Cooperative Management of the Waste Management Assets in Monterey County**

Dear Chair Delgado and President Salinas:

Enclosed is the resolution in support for cooperative management of the waste management assets in Monterey County, approved by the Salinas City Council on August 7, 2018. The City supports and recommends that both the Salinas Valley Solid Waste Authority and the Monterey Regional Waste Management District develop and execute a Memorandum of Understanding agreement that formalizes a collaboration and commitment between the two agencies to leverage their resources. Through this collaboration, the impact from the State waste-diversion regulations and other market factors to the City of Salinas and Monterey County could be minimized.

Your consideration of this important matter is appreciated. If you have any questions, please contact Assistant Public Works Director Jim Sandoval at (831) 758-7429 or me at (831) 758-7201.

Sincerely,

Joe Gunter  
Mayor  
City of Salinas

Enclosure

The Honorable Bruce Delgado  
The Honorable Simon Salinas  
August 15, 2018  
Page 2

cc: Monterey Regional Waste Management District Board (*Via e-mail only to baguilar@mrwmd.org*)  
Tim Flanagan, General Manager, Monterey Regional Waste Management District (*via e-mail only to tflanagan@mrwmd.org*)  
Salinas Valley Solid Waste Authority Board of Directors (*via e-mail only to adriannae@svswa.org*)  
Patrick Matthews, General Manager/CAO, Salinas Valley Solid Waste Authority (*via e-mail only to patrickm@svswa.org*)  
Ray Corpuz, City Manager, City of Salinas  
David Jacobs, Director of Public Works, City of Salinas  
Jim Sandoval, Assistant Director of Public Works, City of Salinas





# CITY OF DEL REY OAKS

650 CANYON DEL REY RD. • DEL REY OAKS,  
CALIFORNIA 93940  
PHONE (831) 394-8511 • FAX (831) 394-6421

August 23, 2018

The Honorable Simon Salinas, President  
Salinas Valley Solid Waste Authority Board  
*Via email to adriannae@svswa.org*

**RE: Support for the Proposed MOU between SVSWA and MRWMD**

Dear President Salinas:

As policy makers and managers, we are faced with addressing ever increasing regulatory requirements that place cost burdens on our residents and businesses. As you are keenly aware, the solid waste industry is one of the municipal sectors facing these burdens. Recent solid waste regulations, in conjunction with industry game-changers like the China Sword, are leading to significant increases in the cost to manage solid waste for all jurisdictions in the State.

On August 2, 2018, City of Del Rey Oaks staff attended a presentation that provided an overview of a proposed memorandum of understanding (MOU) between the Salinas Valley Solid Waste Authority (Authority) and the Monterey Regional Waste Management District (District) to form a cooperative agreement that leverages resources and efficiently maximizes the use of the solid waste processing and landfill facilities in Monterey County. The ideas presented make a lot of sense, specifically the recommendations to:

Fully utilize the processing capacity of the District's new materials recovery facility and spread the capital and operating costs over a larger, countywide tonnage

Utilize Monterey One Water's (M1W) existing digester capacity to process clean commercial food waste collected countywide and increase the renewable energy output at M1W's treatment plant

Re-direct the Peninsula's organic waste to Authority facilities and eliminate the need for developing redundant organics processing facilities in the county

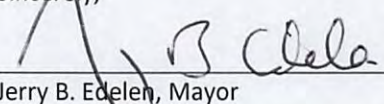
Direct-haul curbside-collected waste to the nearest landfill (i.e., Marina or Johnson Canyon)

We understand this has the potential to extend the life of Johnson Canyon, while eliminating or delaying the cost to develop new cells and spreading out the closure costs over a longer time-period

Reduce the need to import solid waste from other counties

The proposed MOU is a smart opportunity to think countywide and minimize the inevitable rate increases for residents and businesses in Monterey County. Accordingly, the City of Del Rey Oaks strongly supports formalizing the proposed MOU between the Authority and the District to efficiently manage solid waste in the county and cooperatively share resources. We look forward to being kept apprised of the MOU's progress and any way we can support the process.

Sincerely,

  
\_\_\_\_\_  
Jerry B. Edelen, Mayor

cc: Rudy Fischer, M1W Board Chair (*via email to pgrep@my1water.org*)

# MONTEREY COUNTY



## BOARD OF SUPERVISORS

LUIS ALEJO, *Chair, District 1*

JOHN M. PHILLIPS, *Vice Chair, District 2*

SIMÓN SALINAS, *District 3*

JANE PARKER, *District 4*

MARY L. ADAMS, *District 5*

September 11, 2018

The Honorable Simón Salinas, President  
Salinas Valley Solid Waste Authority  
128 Sun Street, Suite 101  
Salinas, CA 93901

### **RE: Support for the Proposed MOU between SVSWA and MRWMD**

Dear President Salinas:

As policy makers and managers, we are faced with addressing ever increasing regulatory requirements that place cost burdens on our residents and businesses. The solid waste industry is one of the municipal sectors facing these burdens. Recent solid waste regulations, in conjunction with industry game-changers like the National Sword that restricts China's importation of foreign recyclables, are leading to significant increases in the cost to manage solid waste for all jurisdictions in the State.

On July 17, 2018, the Board of Supervisors received a presentation overview of a proposed memorandum of understanding (MOU) between the Salinas Valley Solid Waste Authority (Authority) and the Monterey Regional Waste Management District (District) to form a cooperative agreement that leverages resources and efficiently maximizes the use of the solid waste processing and landfill facilities in Monterey County. The ideas presented make a lot of sense, particularly the following recommendations:


1. Fully utilize the processing capacity of the District's new materials recovery facility and spread the capital and operating costs over a larger, countywide tonnage.
2. Utilize Monterey One Water's (M1W) existing digester capacity to process clean commercial food waste collected countywide and increase the renewable energy output at M1W's treatment plant.
3. Re-direct the Peninsula's organic waste to Authority facilities and eliminate the need for developing redundant organics processing facilities in the county.
4. Direct-haul curbside-collected waste to the nearest landfill (i.e., Marina or Johnson Canyon).
  - a. We understand this option has the potential to extend the life of Johnson Canyon, while eliminating or delaying the cost to develop new cells and spreading out the closure costs over a longer time-period.
  - b. Reduce the need to import solid waste from other counties.



The Honorable Simón Salinas, President  
Salinas Valley Solid Waste Authority Board  
September 11, 2018  
Page 2

The proposed MOU is a smart opportunity for our local solid waste organizations to collaborate to think countywide and strive to minimize inevitable rate increases for residents and businesses in Monterey County. Accordingly, the County of Monterey strongly supports formalizing the proposed MOU between the Authority and the District to allow the two organizations to collaborate to efficiently manage solid waste in the county and share resources. We look forward to being kept apprised of the MOU's progress and any way we can support the process.

Sincerely,



Luis A. Alejo, Chair  
County of Monterey Board of Supervisors

cc: Rudy Fischer, M1W Board Chair (*via email to [pgrep@mylwater.org](mailto:pgrep@mylwater.org)*)  
Supervisor Luis A. Alejo, District 1  
Supervisor John M. Phillips, District 2  
Supervisor Simón Salinas, District 3  
Supervisor Jane Parker, District 4  
Supervisor Mary L. Adams, District 5  
Lew C. Bauman, County Administrative Officer  
Elsa Jimenez, Director of County Health Services  
John Ramirez, Director of County Environmental Health Bureau

**Memorandum of Understanding Between  
Monterey Regional Waste Management District (District) and  
Salinas Valley Solid Waste Authority (Authority)**

This Memorandum of Understanding (MOU) between the Monterey Regional Waste Management District (District) and the Salinas Valley Solid Waste Authority (Authority) dated \_\_\_\_\_, 2018 is an agreement to address the potential for beneficial use of existing and planned solid waste and resource recovery infrastructure to improve community services and help control costs for all Monterey County rate-payers.

**Introduction**

The County and all cities in Monterey County are required to implement both existing and new state mandated local programs in order to comply with enacted environmental laws that govern the management of solid waste. These laws are primarily focused on source reduction and recycling (AB 939), diverting organic waste (AB 1594, AB 1826, SB 1383), diverting construction and demolition (C&D) debris (CalGreen Building Code), and commercial recyclables (AB 341) from landfill disposal and will require all stakeholders involved to participate in and pay for and manage these new programs and related infrastructure. The Authority and the District, as key stakeholders, are both proactive agencies that are moving ahead to meet these challenges in both similar and different ways. In addition to having unique approaches to addressing new regulations, the agencies each have their own strengths and market advantages.

**Opportunities, Agreements, and Actions Needed for Consideration of Various Interagency Partnerships**

Required local agency compliance with environmental laws and regulations are leading to increases in the cost to manage solid waste for all jurisdictions in the State, and ratepayers throughout Monterey County will be faced with increased costs regardless of whether the Authority and District work together or continue to operate independently. However, to the extent that the Authority and District can achieve efficiencies and collaboratively share resources, cost increases that will impact all County residents may be minimized.

There are several opportunities to leverage economies of scale through the sharing of existing Authority and District facilities and maximize the capacities of the solid waste processing and landfill facilities in Monterey County. For all or some of the below to occur, several interagency agreements may be considered, and certain actions taken, including but not limited to completion of financial and customer rates impact analysis for each opportunity or option considered. For all or some of these to occur, the Authority and District both shall meet and confer on the feasibility of these interagency agreements:

- District utilization of Authority for organics composting services
- Authority and District utilization of Monterey One Water or other entity for processing source-separated commercial food waste
- Authority utilization of District for landfill disposal of non-MRF processed wastes
- Authority utilization of District for C&D and Industrial Waste Processing Services
- Authority utilization of District for Commercial/Multi-family Mixed Waste Processing Services
- Authority and District partnership to investigate and demonstrate Waste Recovery Technologies focused on recovery of landfilled waste

**Memorandum of Understanding Between  
Monterey Regional Waste Management District (District) and  
Salinas Valley Solid Waste Authority (Authority)**

- Authority and District shared development of countywide messaging, public outreach materials, and collaborative use of staff for community education efforts
- Authority and District cost sharing for Household Hazardous Waste Collection Services
- Authority and District transfer of displaced employees resulting from any of the listed agreements

**Environmental Review**

This MOU and some or all the potential activities mentioned above are subject to applicable laws, and may require a level of environmental review, including consideration of activities subject to the California Environmental Quality Act (CEQA). A proposed action would be a project subject to CEQA where the action is considered to have a significant effect on the environment and the potential for resulting in either a direct physical change to the environment or a reasonably foreseeable indirect physical change in the environment. This should be taken into consideration in the evaluation of facility and service delivery options and the development of schedules. As an example, closure of the Sun Street Transfer Station and direct hauling of franchise waste to other facilities vs. current transfer operations will change traffic patterns/impacts and could lead to increase greenhouse gas production and other potential environmental impacts.

**Schedule**

- Share templates of draft agreements, terms and conditions for shared services (Mar-Apr 2019)
- District to consider participation in Authority's Long-Range Financial Model to include District and countywide system costs (Feb-Mar 2019)
- Provide data and information requested by Authority's Environmental Impact Report (EIR) consultant and identify any added EIR work the District may require addressing new impacts associates with the above listed agreements (May 2019)
- District and Authority to collaborate on developing a countywide landfill capacity and life model (Mar-Apr 2019)

Witness the execution of this Memorandum of Understanding on the date as written below.

**MONTEREY REGIONAL WASTE  
MANAGEMENT DISTRICT (DISTRICT)**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2018

**SALINAS VALLEY SOLID WASTE AUTHORITY  
(AUTHORITY)**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2018

# AUTHORITY MOU OBJECTIVES

Board of Directors Meeting – November 15, 2018

Published 11/14/18

## **SVR Board and Public Survey Priorities**

- Reduce Illegal Dumping
- Assure a safe, convenient place for residents & businesses to drop off materials
- Reduce waste going to landfills through upgrading recycling facilities
- Maintain adequate funding for proper environmental management of facilities
- Minimize impacts of recycling and waste disposal on local water quality
- Keep disposal costs down

### **SVR Strategic Plan**

- Complete Collaborative MOU (Nov 2018)
- Present revised CEQA Project Description for re-purposing MLTS (Nov 2018)
- Complete EIR and Financial Impact Analysis for collaboration opportunities, SSTs closure, and re-purposing of MLTS (2019)
- Identify potential buyer for SSTs (2019)

### **Global Questions**

1. How much will it cost the ratepayer?
2. What are the Environmental and Social Impacts?
3. What is the value added benefit?

**SVSWA BUDGET IMPACTS (est. below)**

**SYSTEM COSTS = TRANSPORTATION IMPACTS (in study)**

**FRANCHISE FEE IMPACTS (+10% - 33% of increases)**

Tipping Fee Impact Summary - Sun Street Closure Options									
		Non-Landfill Disposal Revenues	Expenditures	New Contracted Service Fees	Net Revenue Increase or (Shortfall)	SVSWA Tipping Fee Needed		SVSWA Rate Impact	
Status Quo	Sun Street Open for Public Services and Franchise Waste/Recycling Transfer, No Expanded Drop Box and C&D Processing, all Residential and Commercial Waste to JCLF for Landfilling	\$ 7,047,775	\$ (19,720,275)	\$ -	\$ (12,672,500)	\$ 68.50	per ton	0%	
Option 1:	Close Sun Street, Open MLTS for Public Self-Haul Services only, Direct-Haul all Salinas/No. County Commercial, Drop Box and C&D/Wood Waste to MRWMD for Processing and all Residential Waste to MRWMD for Landfilling ( <u>Salinas Proposed Option</u> )	\$ 4,707,539	\$ (17,330,363)	\$ (8,160,000)	\$ (20,782,824)	\$ 112.34	per ton	64%	
Option 2:	Close Sun Street, Open MLTS for Public Self-Haul Services only, Direct-Haul all Salinas/No. County Drop Box and C&D/Wood Waste to MRWMD for Processing, Direct-Haul all Salinas/No. County Commercial and Residential Waste to JCLF for Landfilling	\$ 5,056,599	\$ (17,856,275)	\$ (1,836,000)	\$ (14,635,676)	\$ 79.11	per ton	15%	
Option 3:	Close Sun Street, Open MLTS for Public Self-Haul Services only, Direct-Haul all Salinas/No. County Drop Box and C&D/Wood Waste to JCLF for Processing and all Residential and Commercial Waste to JCLF for Landfilling	\$ 5,299,660	\$ (18,684,370)	\$ (100,000)	\$ (13,484,710)	\$ 72.89	per ton	6%	
* 75% Diversion is an SVSWA & State of California policy goal and not a <u>mandate</u> .									

## DISCUSSION & QUESTIONS



**Ayes:** 7 - Councilmember Barrera, Councilmember Craig, Councilmember Davis, Councilmember De La Rosa, Councilmember McShane, Councilmember Villegas and Mayor Gunter

Enactment No: RES 21507

[ID#18-562](#)

**Agreement with Monterey One Water - Industrial Wastewater Treatment Facility Improvements**

**Upon motion by Mayor Gunter, second by Councilmember De La Rosa, Resolution 21508 to approve an agreement with Monterey One Water regarding the funding and mutual responsibilities related to electrical improvements at the Industrial Wastewater Treatment Facility was approved. The motion carried by the following vote:**

**Ayes:** 7 - Councilmember Barrera, Councilmember Craig, Councilmember Davis, Councilmember De La Rosa, Councilmember McShane, Councilmember Villegas and Mayor Gunter

Enactment No: RES 21508

**COUNCILMEMBERS' REPORTS, APPOINTMENTS AND FUTURE AGENDA ITEMS**


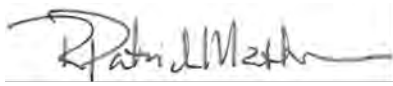
*Councilmember Davis announced he is hosting a neighborhood cleanup on November 3, 2018 at Alisal Community School from 9 a.m. to 12 p.m.*

*Councilmember Craig reported she will be attending the Transportation Agency for Monterey County (TAMC) Board meeting to discuss the Fort Ord Reuse Authority (FORA) transition planning and TAMC's role. She will also be attending the Monterey County Convention and Visitors Bureau (MCCVB) meeting where they will receive information regarding Pebble Beach's 100th year anniversary and information regarding ballot measures. Councilmember Craig reported she attended the Salinas Valley Solid Waste Authority (SVSWA) Strategic Planning Retreat. She expressed concerns regarding the difficulty in communication among the various entities involved specifically relating to the direction given by the board regarding the transfer station. SVSWA was given three directions as part of the retreat which included the creation of an MOU between SVSWA and Monterey Regional Waste Management District (MRWMD) to presented on November 15 to the board and has not been done. Councilmember Craig requested City staff move forward with beginning the process for withdrawal from SVSWA. She stated that over the last two years serving on SVSWA very little has been accomplished and Salinas' rates continue to increase. Request was second by Councilmember De La Rosa.*

*Councilmember Barrera stated that he will support the recommendation by Councilmember Craig and requested communication among all entities improve. He announced he will be participating in the Halloween festivities at the Senior Center.*

*Councilmember De La Rosa reported she had a successful meeting with residents of Chaparral regarding traffic calming measures. Additionally, she reported that she met with SUBA business owners and will be providing them with an updated regarding the transfer station.*

*Councilmember Villegas stated he attended the Housing Subcommittee where they discussed state housing regulations and farmworker housing solutions. He reported he attended the SVSWA meeting as the incoming board member. Additionally, he reported he met with school board members in efforts to continue the dialogue surrounding the*

	<h1>Report to the Board of Directors</h1>	ITEM NO. 15
<p>Date: November 15, 2018</p> <p>From: Patrick Mathews, General Manager/CAO</p> <p>Title: Long-Term Facility Needs Environmental Impact Report, Revised Project Description for Madison Lane Transfer Station</p>		<div> <div>N/A</div> <div>Finance and Administration Manager/Controller-Treasurer</div> <div>  </div> <div>General Manager/CAO</div> <div>N/A</div> <div>General Counsel</div> </div>

## RECOMMENDATION

Staff recommends the Board approve the revised Long-Term Facility Needs (LTFN) "Project Description" (Attachment A) and direct staff to prepare the Notice of Preparation to re-start Environmental Impact Report (EIR) preparation and public outreach for repurposing Madison Lane Transfer Station as the Project.

## STRATEGIC PLAN RELATIONSHIP

This project relates to Goal A, Select and Implement Facilities (e.g. Salinas Area Materials Recovery Center) and Programs that Lead to Achievement of at Least 75% Waste Diversion. This project remains a primary goal for the Authority: establishment of a permanent transfer station and public materials recovery and recycling center to serve the public and franchise services of the greater Salinas Area and North Monterey County.

## FISCAL IMPACT

The revised costs/scope of work for AECOM and Authority staff time will be finalized after final Board direction is received to commence the revised EIR process. The revised scope of work and updated budget will be presented to the Board for consideration at its January 2019 meeting. A significant cost increase is not anticipated to complete the revised EIR process. A large portion of the study work already completed from the prior eliminated project options can still be used.

## DISCUSSION & ANALYSIS

At the October 18, 2018 Board meeting as part of the Strategic Planning Retreat, the Board agreed to bringing back for consideration at the November meeting a new Environmental Impact Report (EIR) Project Description that includes multiple options for the repurposing of Madison Lane Transfer Station (MLTS) and to restart California Environmental Quality Act (CEQA)-EIR studies as well as the Financial Impact Analysis, to analyze collaboration opportunities with Monterey Regional Waste Management District, closing down of the Sun Street Transfer Station, and the re-purposing of MLTS.

Below is a summary of the most current recommend revisions to the Project Description from the Board's October meeting. Under all three scenarios, a public materials recovery center, Household Hazardous Waste Facility, and Salinas Franchise Hauler Corporation Yard would be included at the MLTS facility.

#### Madison Lane Transfer Station and Salinas Franchise Hauler Corporation Yard (Project)

- a) Scenario 1: 1,200 tons per day facility, all franchise and self-haul solid waste and processed materials transferred to Johnson Canyon Landfill (JCLF) or Monterey Peninsula Landfill (MPLF). All self-haul and franchise organic waste transferred to JCLF.
- b) Scenario 2: 500 tons per day facility, some franchise solid waste accepted (primarily roll-off boxes) with remaining direct-hauled to either JCLF or MPLF. All self-haul and franchise organic waste transferred to JCLF.
- c) Scenario 3: 250 tons per day facility, self-haul solid waste only, all franchise waste direct-hauled to either JCLF or MPLF. All self-haul and franchise organic waste transferred to JCLF.
- d) No Project - Sun Street transfer station remains as-is (project alternative, CEQA required)

At the September 20, 2018 meeting the Board also agreed to convene a stakeholders meeting to discuss and provide input on the Memorandum of Understanding (MOU) between the Monterey Regional Waste Management District (District) and the Authority. The stakeholders include representatives from each member agency from both the District and the Authority's jurisdictions, the Ad Hoc Committee, and the general managers from both agencies. The meeting is scheduled for November 13, 2018. A copy of Draft No. 4 MOU and supporting staff report can be found in Item No. 14 of this agenda.

#### Financial/Rate Impact and Economic Benefits Reports

The finance/rate model is nearly complete. The model is going through internal review and is awaiting this approval of the CEQA studies project description and District negotiations to populate the various model components. This work remains ongoing for the project options remaining.

Authority and District staff have conceptually agreed to consider adding the District's system information to the model to create a countywide systems model as suggested by support letter comments from the District.

The Economic Benefits Report utilizes a standard economic development planning model called "Implan" and does not take long to prepare once all the CEQA and financial input information is known. No work will be completed on this task by Jacobs until the draft EIR and Financial/Rate Impact Analysis are near completion.

#### BACKGROUND

At the June 21, 2018 meeting the Board deferred action on the Long-Term Facility Needs Project Description for MLTS for up to 60 days until input and recommendation is provided by the Ad Hoc Committee (composed of Board representatives from both the Authority and the District) regarding collaboration options and an MOU between the two agencies.

As recommended by the Ad Hoc Committee and Authority Board, staff utilized the draft MOU provided by the City of Salinas's consultant as a starting point and sent draft No. 2 to the District's General Manager on Aug 27. Draft No. 2 of the MOU was also provided to the Authority's Executive Committee for review and input at the September 6 meeting as well as the Citizen's Advisory Group at the August 29 meeting. Based on feedback received from the September 6 Executive Committee meeting, staff has sent draft No. 3 to the District. A meeting was held on September 10 with senior staff of the two agencies to review and finalize draft No. 3 of the MOU. Draft No. 3 of the MOU was included on the September Board's meeting agenda but as mentioned above, was deferred until the Stakeholders meeting could be

convened for additional input. It is expected that the District will provide additional comments on the current draft (No. 4) after internal reviews are complete.

With the elimination of the Harrison/Sala Road and Crazy Horse Landfill project sites in December 2017, these changes created a new opportunity to revisit siting and public/franchise facility needs with the City of Salinas and County administrations and other interested stakeholders. It was agreed that re-considering the existing MLTS was warranted and a recommended site to be included in the revised project description along with continued consideration of utilizing the District's processing/landfilling services, hence draft No. 3 of the MOU.

Authority staff concurs that MLTS would be the best approach since it utilizes an existing facility that already has all the necessary infrastructure to support Authority operations and the City franchise hauler's corporation yard. The recommendation to re-consider MLTS also addresses the public demand for convenient, local services, as demonstrated in the Market Research Study survey results, as well as the Salinas franchise's often stated desire to maintain efficiency and productivity by having a local drop off point for curbside collected materials vs. the direct hauling to landfills or processors outside the Salinas area using franchise collection trucks.

In addition, the Citizen's Advisory Group (CAG) reviewed and commented on the proposed project description revisions at its June 11, 2018 meeting. The CAG is fully supportive of this approach to identify MLTS as the preferred project and to utilize the facility to continue the Authority's public services in the area and maintain flexibility in movement of materials efficiently.

All options for any solid waste/recycling facility or relocation of waste to another community's facility will come with challenges and local concerns. Staff strongly supports the re-consideration of the MLTS and Salinas Franchise Corporation Yard as the project, and the due diligence processes underway that will provide transparent supporting facts and information to help the Board, our customers, franchise haulers and our community make good decisions.

Attachments:

A. LTFN-EIR Revised Project Description for Madison Lane Transfer Station

## INTRODUCTION

The Salinas Valley Solid Waste Authority (Authority), a Joint Powers Authority between the County of Monterey (County) and the cities of Salinas, Gonzales, Soledad, Greenfield, and King, is a public agency and utility service that is responsible for providing long-term and cost-effective resource recovery and solid waste disposal services to its members.

The Authority is considering a new site for a permanent transfer station and public materials recovery center, and co-location of a corporation yard for the City of Salinas franchise collection service provider that would serve the existing and long-term needs of its members and current and future collection franchisees. The proposed project would involve the permanent closure of the current transfer station located on Sun Street in the City of Salinas (City), relocation of the adjacent current franchise corporation yard on Rianda Street, and the subsequent lease or purchase of the Madison Lane Transfer Station (MLTS) in unincorporated Monterey County. The Authority would utilize the MLTS site on Madison Lane as the new public materials recovery center and transfer station site and lease the existing corporation yard at MLTS to the current and future Salinas collection franchisees.

This project description provides information about the Project Objectives, Background, Project Location, Project Components and Project Alternatives.

## PROJECT OBJECTIVES

The Authority's objectives for the Project are to:

1. Maintain and operate a permanent municipal solid waste and public materials recovery center to ensure that local residents and local collection franchises have a safe and convenient place to drop off waste, organics, recyclables, and household hazardous waste (HHW).
2. Provide an adequate sized and appropriately located public municipal solid waste (MSW) facility to avoid or minimize illegal dumping.
3. Minimize traffic, greenhouse gases and other impacts associated with direct haul of materials to landfills and secondary processing facilities through selective and consolidated transfer and delivery in larger transfer trucks.
4. Upgrade existing or contract with regional recycling facilities to increase recycling and reduce waste going to landfills.
5. Minimize the impact of recycling and waste disposal services to local water quality.

6. Continue to provide municipal solid waste recovery and disposal services to the jurisdictions and member agency franchises served by the Authority.
7. Provide an adequate and appropriately sized space for a corporation yard for the City of Salinas franchisee.
8. Minimize land use conflicts and environmental impacts.

## BACKGROUND

The Authority has been looking for a site to house a permanent materials recovery and transfer station since 1998 when the Authority Board directed staff to study several locations for such a facility in both Salinas and King City. A 1999 Site Report identified fifteen possible sites, of which five Salinas area sites were selected for inclusion in the Regional Solid Waste Facilities Project Environmental Impact Report (SCH #2000021027) (EIR). The sites evaluated in that EIR were: (1) northeast corner of South Sanborn Road and Abbott Street; (2) 1120 Madison Lane (an existing Salinas Transfer Station operated by Waste Management); (3) northeast corner of John Street and Abbott Street; (4) Boronda Road/Southern Pacific Railroad; and (5) Highway 101 and Somavia Road.

After the EIR was certified, a materials recovery and transfer station was instead pursued at 135 and 139 Sun Street with City concurrence following unsuccessful negotiations to purchase the Madison Lane site. The Sun Street properties were well suited for the Authority's needs because of its central location for the convenience of the City's franchise collector and the public, as well as Highway 101 access. The City's current franchise collector's corporation yard and offices are located immediately adjacent to the Sun Street properties. The site had previously served as an agricultural produce cooling, packing, and shipping site and the area had experienced the volume and type of truck traffic generated by a transfer station.

The Authority authorized the lease purchase of this property in 2002, contingent upon completion of California Environmental Quality Act (CEQA) compliance and permitting. An Initial Study/Mitigated Negative Declaration was adopted and the Sun Street Transfer Station and Public Materials Recovery Center was approved in two phases by the Authority's Board of Directors in 2003. Phase 1 work to establish for interim operations was completed in 2005 with permitted operations for 100 tons per day, and later permitted for an interim, maximum limit of 400 tons per day after the closure of the Crazy Horse Landfill (previously owned by and serving the City of Salinas). While in pursuit of design and permitting work for the Phase II full-scale project at Sun Street, the City began discussions and planning for redevelopment of the area, also known as the Alisal Market Place. The City took implementing actions in June 2008 related to the Alisal Market Place and identified relocation of the Sun Street Transfer Station and Public Materials Recovery Center and the City's franchise collector corporation yard as



key actions needed to meet the developer conditions. The City continues to consider long-range plans to redevelop the area for mixed uses including residential and commercial. Because of this change in direction for the area, the City requested the Authority and the City's franchise collector to consider re-locating their respective operations to another suitable site outside the proposed redevelopment area.

In 2008, a Memorandum of Understanding was executed between the City and the Authority to relocate. A City-owned site on Work Street was identified and offered by the City as the preferred relocation site for Authority operations and City franchisee corporation yard. The Authority then initiated discussions with the City and their redevelopment partner to establish terms, conditions and needs associated with the relocations. Between 2008 and 2013, the focus of these discussions revolved solely around the City-owned site at 721 Work Street. The City and the Authority investigated a possible property swap; the Authority would take the Work Street site in exchange for the Sun Street site. In 2013, the City determined that the Work Street site's current use as a leased property housing a privately owned asphalt batch plant was the higher and better use for the City.

In 2013-2014, a Citizens Advisory Group was formed to review past efforts to find new, suitable locations for a Salinas area transfer station and public materials recovery center. Various sites were studied, including additional locations identified in a Monterey County Juvenile Hall Site Study. The locations were discussed and reduced to six potential sites: 721 Work Street (Asphalt Batch Plant); 156 Hitchcock Road (City and County Animal Shelter); 1120 Madison Lane (Waste Management Transfer Station); 139 Sun Street (existing Authority Transfer Station); South Boronda at Highway 183; and 855 East Laurel Drive (adjacent to County Corporation Yard). The group identified 721 Work Street as the preferred site and the Hitchcock Road, Sun Street, and Madison Lane sites were identified as alternative sites.

The Authority Board considered the results of the Citizens Advisory Group study. However, as the City had recently determined that they wanted the Work Street site to remain as an asphalt batch plant and therefore would no longer consider it a viable location for the Authority's public service facilities, this site was dropped from further consideration. The Board reviewed the remaining alternative locations and determined that the Madison Lane site would be considered the next best option at that time for the Project, as it was currently permitted and operating as a transfer station since the early 1980s, and had sufficient space to accommodate the Authority's public service facilities and the Global Organics Energy (GOE) clean fiber and organics recovery system (CFORS). The County's zoning standards for this type of use changed in 1990, however the facility is allowed as a nonconforming use.

Several issues were raised the first time the Authority considered the Madison Lane site in 1999-2001. At the recommendation of City administrative staff, Madison Lane was again looked at in 2013-14 with these same issues still in mind.

An alternate commercial entrance (a.k.a. the Rossi Street extension) was considered to reduce commercial traffic impacts to the adjacent Boronda community and Laurel/Davis intersection. City staff conducted initial discussions with stakeholders and then proposed that funding for this commercial access road could be shared between all the benefitting parties; the Authority, County of Monterey, City of Salinas, and benefiting commercial businesses in the south Boronda area. The City agreed to take the lead in developing the roadway funding agreement. The Authority needed to purchase the property at a fair market price, which was the final issue that was not resolved in the original attempt to acquire this site in 2001. The last round of negotiations were prematurely terminated in 2013-14 when the identified funding for the Rossi Street Extension was not agreed to by all parties. In addition, the City or its Alisal Market Place developer would need to purchase Sun Street properties at fair market value. No valid offer was made.

The Authority's staff ultimately confirmed through public comments that the City administration might no longer support any public service facility sites within the City limits, and that neither the County nor City was capable of funding their share of construction of the Rossi Street extension to the Madison Lane site. Neither the City nor its developer has entered into any agreement to purchase the Sun Street properties at a price acceptable to the Authority. Additionally, a study called "Evaluation and Analysis of Monterey County's Solid Waste Management System" concluded that a materials recovery center/transfer station in the Salinas area may not be preferred and that waste from the City and northern Authority service area could simply be direct hauled to the Monterey Peninsula Landfill for burial, resulting in slightly reduce rates (R3 Consulting Group, Inc. July 7, 2015). Authority staff has raised many financial, environmental, regulatory and economic concerns that were not addressed in this study or considered in arriving at that conclusion.

On November 19, 2015 the Authority Board directed staff to go forward with the preparation of an EIR, Economic Impact Analysis, and a Long-Range Financial/Rate Analysis evaluating multiple scenarios and sites for a materials recover center and/or a clean fiber recovery system, as well as one or more scenarios from the R3 study identified above. The Authority considered sites at Harrison Road, Sun Street, Crazy Horse Landfill and Johnson Canyon Landfill. A Notice of Preparation (NOP) of an EIR was sent out on April 6, 2017. The EIR was not completed at that time due to circumstances around the elimination of the Harrison Road site, explained below. A new NOP will be required to consider additional options for the Sun Street Transfer Station and Public Materials Recovery Center relocation. The sites considered but not chosen are described in more detail, below.

## **Harrison Road**

The Harrison Road property, located on a 17.9-acre parcel in unincorporated Monterey County is directly bounded by Interstate 101 to the west, Harrison Road to the east, a towing and transport business to the north and Sala Road to the south. The surrounding area is mainly used for agricultural production. The site was considered in the 2017 NOP as a project site option for the Authority's 1,500 tons per day (tpd) transfer station facility and the GOE CFORS facility. It was ultimately determined by the City of Salinas that the site would not be a desirable location to house the transfer station based on its conceptual future growth plans. Based on this determination, the pursuit to have the transfer station at the Harrison Road site was abandoned in December 2017 and was removed from the project description requiring revising and re-noticing the project description to re-start the EIR process.

## **Crazy Horse Landfill**

The Crazy Horse Landfill is located at 350 Crazy Horse Canyon Road on Assessor's parcels #125-271-063-000, 125-491-012-000 and 125-271-058-000, totaling approximately 180 acres. This site was also considered for the Authority's transfer station in the 2017 NOP. However, the Authority ultimately determined that the site was undesirable due to topography and space constraints on the closed landfill property and its location from the City limits. The Authority still may wish to use the site for a satellite green waste and/or recycling station, which would have minimal trips and activities as compared to the previous landfill operation or proposed transfer station operation.

## **Johnson Canyon Landfill**

The Johnson Canyon Landfill site was also considered in the 2017 NOP for the GOE CFORS facility. The site is located at 31400 Johnson Canyon Road in Monterey County, 2.5 miles east of the City of Gonzales, about 15 miles south of Salinas. The Landfill is bounded by Johnson Canyon Road to the north, and agricultural lands to the south, east and west.

The Authority is still considering the CFORS at this site as part of a separate and independent project. GOE would build, finance and assume all capital and operating risks for the CFORS processing plant on leased land at Johnson Canyon Landfill. The CFORS would focus on mixed waste recovery of paper fiber (pulp) for Bay area paper manufacturing, organics for anaerobic digestion/energy production and miscellaneous recyclables. The system would have a processing capacity of 600 tpd and would reduce MSW landfilled waste by an estimated 70 to 80 percent.

## **Revised Project Description**

In October 2018, the Authority received concurrence from its Board of Directors to consider EIR preparation under a revised project description, in which the Sun Street Transfer Station would close and operations would move to the existing transfer station at Madison Lane in unincorporated Monterey County. The proposed project would utilize the Madison Lane facility as a transfer station and public materials recovery center operated as one of three different scenarios. The No Project alternative (required under CEQA) assumes that the Authority would continue to operate at the existing Sun Street location. The proposed project is described in more detail below.

## **PROJECT SITE LOCATION AND EXISTING LAND USES**

The proposed project site is at 1120 Madison Lane in unincorporated Monterey County. Access to the site is via the Laurel exit on Interstate 101, which turns into Calle Adobe (heading west) to Boronda Road (heading south) to Madison Lane (heading east). The Madison Lane site is in the City's Future Growth Area, located west of Interstate 101 in the Boronda Neighborhood Improvement District. The 13-acre site is comprised of three APNs including: 261-041-019-000; 261-051-005-000; and 261-051-007-000, owned by Waste Management Inc. It is immediately bounded by industrial uses to the south and west; residential uses to the north; and agricultural uses to the east.

The Project site is identified in the County's General Plan Land Use Map as General Commercial and within the Boronda Neighborhood Community Area. The site is zoned as Heavy Commercial/Urban Reserve (HC-UR). It is surrounded by areas identified by the County's land use map as HC-UR, Medium Density Residential (MDR), and Open Space (O) (County of Monterey, 1997).

The site is fully developed with some screening vegetation along the perimeter of the property at the north, south and east. There are presently three entrances, one for commercial vehicles, one for public vehicles, and a third that provides access to the maintenance area that formally housed the corporation yard. A total of nine (9) buildings/structures are on the property. Some of the buildings are being leased to other businesses and are in various stages of use.

The front of the property (south side) contains Building A, utilized as a vehicle maintenance shop; the Canopy Building B, utilized as a fuel station; Building H, utilized as a Scale House; and Building I, used by a grading and backhoe company. The east side of the site contains a large open area, providing storage space for large franchise collection carts and dumpsters and Building G, utilized for an office space. The west side of the site contains a large parking area, providing additional storage space for large containers, and Building C, which is a canopy used for storage space. The back of the site (north side) contains a large grouping of buildings including Building D, Building E, and

Building F, which are functioning as the existing MLTS. The facility is designed for up to 2,000 tpd but currently is permitted to process 500 tpd of solid waste. HHW, recyclables and other waste streams that the Sun Street Transfer Station handles are not currently being handled at the MLTS.

## **PROJECT CHARACTERISTICS AND COMPONENTS**

### **Project Overview**

The Authority is proposing to relocate their current transfer station at 135 and 139 Sun Street to the MLTS at 1120 Madison Lane, just north of the City of Salinas. The Authority is proposing to permanently close the Sun Street Transfer Station, remove all temporary buildings from the site, and sell it to either the City of Salinas or the City's designated developer. The Authority would purchase or lease the MLTS from Waste Management Inc. to utilize as a new transfer station site. The City of Salinas franchisee (the existing garbage, recycling, and yard waste collection services) could relocate with the Authority to the Madison Lane site from the Sun Street and Rianda Street sites. The Authority would lease the existing Corporation Yard at the project site to be utilized by the City's Franchisee.

The current Madison Lane facility has the necessary infrastructure to support the Authority's operations and services, except for an administration office. Existing buildings on the site would be utilized for the Authority's operations with a number of modifications and repairs. A new administration building would be constructed at some point, but in the near future the Authority would stay at their current office at the Sun Street location until a new office is secured or constructed on-site.

The Project site will be accessible from Madison Lane at two separate entrance and exit points for commercial and public waste drop-off, both with appropriate scale facilities. The front of the proposed site would contain an HHW building with drop-off areas for different types of recyclable materials including carpet, mattresses, e-waste, and tires; and a building for the Franchise which would include a Vehicle Maintenance Facility, a Paint Shop, a Container Shop and an Administrative Office. The east portion of the site would contain a Resale Store (future), the Authority's Administration Building (future), a small office space, and parking areas. The west portion would contain Canopy Building C, an Organic Sales area, a franchise fueling area, and a franchise parking area. The north portion of the site would contain the fully enclosed transfer station with separate areas for public drop-off and commercial tipping (see site plan).

### **Project Scenarios**

The Authority is considering three operating scenarios for operations at the MLTS, as shown in Table 1. These scenarios represent a range of operations and provide flexibility for how the

Authority may function in the future depending on needed services, regulatory requirements, costs, and revenue. The scenarios being considered involve different options for waste handling and operations at the MLTS. These include the source of waste streams accepted, the quantity of waste accepted/processed each day and the destination of waste being transferred from MLTS.

The Authority would utilize existing property and structures currently operated by Waste Management Inc. The interior and exterior of the existing facility would be updated for the Authority's operations to operate as an enclosed transfer station. The facility would receive, sort, process, and transfer collection materials. There would be no on-site disposal or on-site waste treatment. Materials processed would include: high value commercial recovery and waste materials, commercial construction and demolition (CC&D), municipal solid waste, yard waste, recyclables and HHW. Scenarios 1-3 would each accept all self-haul materials and franchise organic waste for transfer to Johnson Canyon Landfill.

The baseline No Project alternative assumes that the Authority would remain at their current Sun Street site and operate under existing conditions.

Table 1 – Proposed Project Scenarios and No Project Alternative Descriptions

Proposed Project - Scenario Descriptions		Site Location
Scenario 1	<p><b>1,200 Peak tons/day (TPD) Transfer Station Facility</b></p> <ul style="list-style-type: none"> <li>Utilize existing property and structure previously/currently operated by Waste Management Inc. at 1120 Madison Lane</li> <li>Interior and exterior of existing facility would be updated for SVSWA operations</li> <li>Full sized, modern fully enclosed transfer station (facility receives, sorts/processes, and transfers collection materials; no on-site disposal or on-site waste treatment)</li> <li>Permitted maximum of 1,200 peak TPD facility</li> <li>(800-1,000) Average TPD</li> <li>(500-700) Average customers per day</li> <li>Materials processed: Franchise residential and commercial materials, C&amp;D, self-haul solid waste, organic waste, recyclables, HHW</li> <li>All processed materials transferred to either the Johnson Canyon Landfill and/or the Monterey Peninsula Landfill (MPL)</li> <li>All franchise and self-haul organic waste will be transferred to Johnson Canyon Landfill</li> <li>Relocate existing franchise yard/facility from Sun Street/Rianda Street area to Madison Lane area</li> <li>Vacate and sell/transfer SVSWA ownership at Sun Street</li> </ul>	<ul style="list-style-type: none"> <li>Madison Lane</li> </ul>



Proposed Project - Scenario Descriptions		Site Location
Scenario 2	<b>500 Peak TPD Transfer Station Facility</b> <ul style="list-style-type: none"> <li>Permitted maximum of 500 peak TPD facility (existing limits)</li> <li>(400-500) Average customers per day</li> <li>Materials processed: Some franchise commercial waste with high recovery value, self-haul solid waste, organic waste, recyclables, HHW</li> <li>Franchises would direct haul a portion of the residential and commercial waste to either Johnson Canyon Landfill and/or MPL</li> <li>Relocate existing franchise yard/facility from Sun Street area to Madison Lane area</li> <li>All franchise and self-haul organic waste will be transferred to Johnson Canyon Landfill</li> </ul>	<ul style="list-style-type: none"> <li>Madison Lane</li> </ul>
Scenario 3	<b>250-500 Peak TPD Transfer Station Facility</b> <ul style="list-style-type: none"> <li>Permitted maximum of 500 peak TPD facility (existing limits)</li> <li>(200-400) Average TPD</li> <li>(300-400) Average customers per day</li> <li>Materials processed: self-haul solid waste, organic waste, recyclables, HHW</li> <li>Processed self-haul waste transferred to either Johnson Canyon Landfill or MPL</li> <li>No Franchise waste accepted, except franchise and self-haul organic waste will be transferred to Johnson Canyon Landfill</li> </ul>	<ul style="list-style-type: none"> <li>Madison Lane</li> </ul>
No Project Alternative		Site Location
	<b>No Project</b> <ul style="list-style-type: none"> <li>No increase in current permitted capacity</li> <li>400 peak TPD permitted</li> <li>300-500 customers per day</li> <li>Over-flow or tonnage over permit limits directed to Madison Lane Transfer Station, or direct hauled to Johnson Canyon Landfill or MPL</li> </ul>	<ul style="list-style-type: none"> <li>Sun Street</li> </ul>

Major components of the transfer facility are explained in more detail in the Facility Descriptions, below.

## FACILITY DESCRIPTIONS

### Commercial and Public Scales and Scale House

There would be two separate entrances/exits from Madison Lane with separate scales for commercial and public drop off. These two entrances/exits currently exist on the Project site. A new unattended/automated scale would be installed for the commercial entrance. Prior to and

after unloading wastes at the facility, vehicles will be load checked and weighed using a new scale system. This system of scales would be used to determine the amount of wastes unloaded at the facility.

### **Transfer Station**

The existing transfer station is fully enclosed with a 2,000 tpd design. Solid waste would be brought to the transfer station, unloaded onto the tipping floor, and may be initially hand segregated for further processing off-site. The transfer station would receive all wastes from commercial vehicles and self-haul public vehicles. There would be separate tipping floors for commercial and residential waste. Sorted waste would be moved to the next processing step or loaded onto transfer trucks that deliver the materials to either Johnson Canyon Landfill or the Monterey Peninsula Landfill.

### **Public Materials Recovery Center**

The Public Materials Recovery Center would contain a drop-off area for source-separated recycling including plastic, paper, cardboard, metal, glass, mattresses, carpet, electronic-waste, clean wood, greenwaste, select waste and CC&D drop-off areas for transfer to off-site processing. Recovered CC&D waste would include: wood, roofing materials, cardboard, sheetrock, and/or other highly recyclable commercial waste.

### **Household Hazardous Waste Area**

The Household Hazardous Waste (HHW) area would consist of a collection facility that would receive, identify, store, and process HHW delivered by the public, businesses, and other waste generators. Shipment of processed and packaged material would be in accordance with California Department of Toxic Substances Control standards and would occur approximately every 30 days.

### **Administration Offices (Future)/Staff Facilities**

The administration offices would include business offices, washrooms, locker rooms, and a break room for the Authority's administration staff. It is also very common to have a staff facilities building on site for the operations staff built closer to the actual operations. Both of these structures would include HVAC systems.

### **Corporation Yard for the Franchise**

The Corporation Yard for the Franchise would consist of a building containing the vehicle maintenance facility, an administrative office, a paint shop and container shop. The vehicle maintenance facility would provide for the maintenance and repair of Franchise collection vehicles and other equipment on site. The building may store maintenance equipment needed by

the staff for operation and care of the facility. To the northeast of this building, there is a parking lot and refueling station for the Franchise.

### **Resale Store (Future)**

An area on the site has been designated for future resale of recovered materials. This may include open-air sales areas and/or enclosed buildings with public parking.

### **Other Site Improvements**

The site is currently aged and in some disrepair. In addition to the above facility components, installation of a more secure and attractive sound and visual barrier between the facility and adjacent residential areas to the north may be required, paint and exterior improvements may be added to improve visual appearances. The stormwater management systems will be upgraded as needed to comply with National Pollutant Discharge Elimination System (NPDES) requirements, and asphalt and concrete surfaces will need rehabilitation due to excessive wear.

**SVR Agenda Items - View Ahead 2018**

Item No. 16

	Dec	Jan	Feb	Mar	Apr
<b>A</b>		Election of Officers			
<b>B</b>		New Hire			
1	Minutes	Minutes	Minutes	Minutes	Minutes
2	Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)
3	Member Agencies Activities Report	QTE December Cash & Investments	Member Agencies Activities Report	Member Agencies Activities Report	Member Agencies Activities Report
4	LTFN EIR Qtrly Update (sp)	Member Agencies Activities Report	4th Qtr Tonnage & Diversion Report	LTFN EIR Qtrly Update (sp)	Strategic Plan Update
5		Mid-Year Budget Adjustments (EC)	Strategic Plan Updae	<b>Public Hearing:</b> Rate & Fee Sched (EC)	QTE March Cash & Investments
6		4th Qtr Facilities Customer Survey	FY 19-20 Preliminary Budget (EC)	FY 19-20 Proposed Budget (EC)	1st Qtr Facilities Customer Survey
7		Annual County Used Oil Report			Board Policy Updates (EC)
8		Award Module 7 Agreement			
9		<b>Public Hearing:</b> CH Organics CEQA			
10		<b>Annual Employee Survey Results (EC)</b>			
11		<b>Legacy Liabilities Funding Options (sp)</b>			
12		FY 19-20 Budget Direction (EC)			
13		CH Landfill Organics Lease			
14		<i>Real Property Negotiations (EC)</i>			
15					
16					
17					

Consent

Presentation

Consideration

Closed Session

[Other] (Public Hearing, Recognition, Informational, etc.)

(EC) Executive Committee

(sp) Strategic Plan Item