



SUPPLEMENTAL MATERIAL WAS ADDED TO THE BOARD OF DIRECTORS

April 16, 2020
AGENDA PACKET

Pertaining to the following Scheduled Items:

04/14/2020

- ITEM No. 7 A RESOLUTION APPROVING THE DISPOSAL AND SERVICE FEES EFFECTIVE JULY 1,2020**
Power Point Presentation - Rate Hearing **(Added)**
- ITEM No. 8 UPDATE ON THE EMERGENCY RESPONSE RELATED TO COVID-19**
A. SVSWA COVID-19 Social Distancing Protocol **(Added)**
B. County of Monterey Health Department Letter Regarding Emergency Waiver of Standards Approval Notice for the Sun Street Transfer Station **(Added)**
C. County of Monterey Health Department Letter Regarding Emergency Waiver of Standards Approval Notice for the Johnson Canyon Landfill **(Added)**
- ITEM No. 9 A RESOLUTION APPROVING AMENDMENT NO. 2 TO THE AUTOCLAVE TECHNOLOGIES AGREEMENT WITH GLOBAL ORGANICS ENERGY, LLC (GOE)**
Power Point Presentation - Clean Fiber Recovery Technology **(Added)**
- ITEM No. 10 DISCUSSION ON SUN STREET TRANSFER STATION RELOCATION OPTION(S)**
Power Point Presentation - Sun Street Transfer Station Relocation Revised Madison Lane Transfer Station Proposal **(Added)**

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



AGENDA Special Regular Meeting

BOARD OF DIRECTORS

April 16, 2020 **4:00 p.m.**

128 Sun Street, Suite 101, Salinas, California

Important Notice on Page 3

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

Board Directors

County: John M. Phillips
County: Chris Lopez, *Alt. Vice President*
Salinas: Gloria De La Rosa, *Vice President*
Salinas: John Villegas
Salinas: Joseph D. Gunter
Gonzales: Elizabeth Silva
Soledad: Marisela Lara
Greenfield: Andrew Tipton
King City: Robert S. Cullen, *President*

Alternate Directors

County: Luis Alejo
Salinas: Christie Cromeenes
Gonzales: Scott Funk
Soledad: Carla Strobbridge Stewart
Greenfield: Robert White
King City: Darlene Acosta

TRANSLATION SERVICES AND OTHER MEETING ANNOUNCEMENTS

Translation Services will be available by calling in to 1 (425) 436-6345 Access Code: 444666

GENERAL MANAGER/CAO COMMENTS

DEPARTMENT MANAGER COMMENTS

BOARD DIRECTOR COMMENTS

PUBLIC COMMENT

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

CONSENT AGENDA:

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

1. [Minutes of the March 26, 2020 Special Meeting](#)
2. [February 2020 Claims and Financial Reports](#)
3. [Member and Interagency Activities Report for March 2020 and Upcoming Events](#)
4. [A Resolution Approving Amendment No. 10 to the Revised and Restated Agreement Between the Salinas Valley Solid Waste Authority and R. Patrick Mathews for Services as General Manager/Chief Administrative Officer \(GM/CAO\)](#)
5. [March 2020 Quarterly Investments Report](#)

PRESENTATION

6. [RESULTS OF THE JANUARY 2018 MARKET RESEARCH STUDY HIGHLIGHTING THE KEY FINDINGS REGARDING RELOCATION OF THE SUN STREET TRANSFER STATION](#)
 - A. Receive Report from Mandy Brooks, Resource Recovery Manager
 - B. Board Discussion
 - C. Public Comment
 - D. Recommended Action – None; Informational Only

PUBLIC HEARING (4:30 pm)

7. **A RESOLUTION APPROVING THE DISPOSAL AND SERVICE FEES EFFECTIVE JULY 1, 2020**
 - A. Receive Report from Ray Hendricks, Finance and Administration Manager
 - B. Public Hearing
 - C. Board Discussion
 - D. Recommended Action – Adopt Resolution

PRESENTATION

8. **UPDATE ON THE EMERGENCY RESPONSE RELATED TO COVID-19**
 - A. Receive Report from Patrick Mathews, General Manager/CAO
 - B. Board Discussion
 - C. Public Comment
 - D. Recommended Action – None; Informational Only

CONSIDERATION

9. **A RESOLUTION APPROVING AMENDMENT NO. 2 TO THE AUTOCLAVE TECHNOLOGIES AGREEMENT WITH GLOBAL ORGANICS ENERGY, LLC (GOE)**
 - A. Receive report from Patrick Mathews, General Manager/CAO
 - B. Committee Discussion
 - C. Public Comment
 - D. Recommended Committee Action – Adopt the Resolution
10. **DISCUSSION ON SUN STREET TRANSFER STATION RELOCATION OPTION(S)**
 - A. Receive Report from Patrick Mathews, General Manager/CAO
 - B. Board Discussion
 - C. Public Comment
 - D. Recommended Action – Provide Input and Direction
11. **UPDATE ON THE CITY OF SALINAS' ONE YEAR NOTICE OF INTENT TO WITHDRAWAL FROM THE JOINT POWERS AGREEMENT WITH THE SALINAS VALLEY SOLID WASTE AUTHORITY**
 - A. Receive Report from Robert Cullen, President and Patrick Mathews, General Manager/CAO
 - B. Board Discussion
 - C. Public Comment
 - D. Recommended Action – Provide Input and Direction

FUTURE AGENDA ITEMS

12. **AGENDA ITEMS – VIEW AHEAD SCHEDULE**

CLOSED SESSION

Receive public comment from audience before entering into closed session:

13. 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 General Counsel Roy C. Santos, 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, CA: **2)** APN 002-021-005, located at 356 W. Market St., Salinas, CA: **3)** APN 002-021-006, located at 346 W. Market St., Salinas, CA: **4)** APN 002-021-007, located at 330 W. Market St., Salinas, CA: and **5)** APN 002-021-008, located at 320 W. Market St., Salinas, CA **6)** APN 003-211-022-000, located at 195 Sherwood Dr. and 416 Main St., Salinas, CA **7)** Republic Services Property, APNs 261-051-005, 007, and 019, located at 1120 Madison Lane, Salinas, California

14. Pursuant to **Government Code Section 54957(a)** to consult with General Counsel, Roy C. Santos on the threat to public services and/or facilities consideration of tactical response plan consultation

RECONVENE

ADJOURNMENT

Important Notice

Due to State, and County orders and guidance from the California Department of Public Health and the California Governor's Officer, in order to minimize the spread of the COVID 19 virus to contain the spread of COVID-19, all of the Executive Committee members will be attending remotely from various locations. To comply with the social distance between individuals and limited space available there will be no observation room available to for the public. Members of the public interested in observing the meeting may do so online at <https://svswa.org/live-stream-meetings/> or on our YouTube channel <https://www.youtube.com/user/svswa831>. To make either a general public comment or to comment on a specific agenda item as it is being heard, please submit your comment, limited to 250 words or less, to the Clerk of the Board at comment@svswa.org. Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations. Comments received after an agenda item will be made part of the record if received prior to the end of the meeting.

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, April 10, 2020**. The Salinas Valley Solid Waste Authority Board will next meet in regular session on, **Thursday, May 21, 2020**. Staff reports for the Authority Board meetings are available for review at: ▶ Salinas Valley Solid Waste Authority: 128 Sun Street, Ste. 101, Salinas, CA 93901, Phone 831-775-3000 ▶ Web Site: www.salinasvalleyrecycles.org ▶ Public Library Branches in Gonzales, Prunedale and Soledad. 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
BOARD SPECIAL MEETING
MARCH 26, 2020**

128 Sun Street, Suite 101, Salinas CA

(All Board of Directors and several of staff attended remotely from various locations)

CALL TO ORDER

President Cullen called the meeting to order at 4:00 p.m.

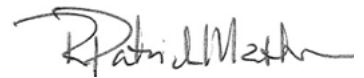
ROLL CALL

The following Board Directors were present (via Teleconference):

County of Monterey	Chris Lopez, Alt. Vice President <i>(logged off at 5:02 pm)</i>
County of Monterey	John M. Phillips <i>(logged in at 4:04 pm)</i>
City of Salinas	Gloria De La Rosa, Vice President
City of Salinas	John Tony Villegas
City of Salinas	Joseph D. Gunter
City of Gonzales	Elizabeth Silva
City of Greenfield	Andrew Tipton
City of King	Robert Cullen, President

ITEM NO. 1

Agenda Item



General Manager/CAO

R. Santos by E.T.

General Counsel Approval

The following Board Directors were absent:

City of Soledad Marisela Lara

Staff Member Present (at location):

Patrick Mathews, General Manager/CAO
Cesar Zuñiga, Asst. GM/Operations Manager
Erika J. Trujillo, Clerk of the Board

Via Teleconference

Ray Hendricks, Finance and Administration
Manager
Mandy Brooks, Resource Recovery Manager
Brian Kennedy, Engineering and
Environmental Compliance Manager
Roy Santos, General Counsel

MEETING ANNOUNCEMENTS

(4:03) President Cullen announced the following:

- Translation would not be available at this meeting due to current technical challenges,
- How to unmute and mute for the participants.
- Public comment will be taken via email at comment@svswa.org encouraging all public to submit their comments as soon as possible.
- Board discussion would be done by calling on each Director by name.
- Votes on all actions taken would be done by roll call by Clerk of the Board.

GENERAL MANAGER COMMENTS

(4:04) General Manager/CAO Mathews informed the Board of the actions being taken to keep customers and staff informed on the current circumstances and potential operational disruptions. He commented on the Solid Waste industry being designated as an essential industry.

DEPARTMENT MANAGER COMMENTS

(4:06) Asst. General Manager/Operations Manager Zuniga provided an update on facilities indicating that there has been a decline in overall tonnage levels. The Sun Street Transfer Station is seeing an increase in new customers with small loads. Resource Recovery Manager Brooks reported that all events and clean ups have been canceled or postponed for the next couple of months.

BOARD DIRECTORS COMMENTS

(4:07) Vice President De La Rosa commented on public outreach done via radio by the City of Salinas Mayor and herself to inform the public of the shelter in place order. President Cullen commended the Mayor and Vice President De La Rosa for their public outreach and indicated the City of King has been conducting public outreach as well.

PUBLIC COMMENT

(4:09) President Cullen invited public comment indicating there is a 30 second delay for the live stream therefore will be pausing for one minute to allow the public to submit comments.

(4:11) No public comments were received.

CONSIDERATION

A. DISCUSSION ON FUTURE MEETING PROTOCOL

(4:12) General Manager/CAO Mathews indicated that the April Executive Committee meeting will be conducted in the same manner as this meeting. Indicating that due to space restrictions and the six feet distancing at the Gonzales City Council Chambers the April Board of Directors meeting will likely have to be conducted in the same manner.

President Cullen reminded the public to submit their comments to comments@svswa.org related to this item.

Board Comment: The Board discussed the report.

Public Comment: None

Motion: By Consensus the Board agreed to holding the April Board meeting by teleconference.

CONSENT AGENDA (4:17)

1. ~~Minutes of the February 20, 2020 Meeting~~
2. January 2020 Claims and Financial Reports
3. Member and Interagency Activities Report for February 2020 and Upcoming Events
4. Resolution No. 2020-11 Approving Amendment No.1 to the Professional Service Agreements with TDRA Industries, Inc. dba Vision Recycling for Organics Processing and Composting at the Johnson Canyon Landfill and Sun Street Transfer Station
5. Resolution No. 2020-12 Approving a Supplemental Appropriation of \$236,663.89 for CalRecycle's 2016-17 Organics Grant Program - Amended Agreement
6. Redistribution of January 2018 Report on the Results of Market Research Study Highlighting the Key Findings Regarding Relocation of the Sun Street Transfer Station

President Cullen reminded the public to submit their comments to comments@svswa.org related to items on the Consent Agenda.

Public Comment: None

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

Votes: Motion carried 8,0

Ayes: Cullen, De La Rosa, Gunter, Lopez, Phillips, Silva, Tipton, Villegas

Noes: None

Abstain: None

Absent: Lara

1. MINUTES OF THE FEBRUARY 20, 2020 MEETING

Director Silva indicated the following correction under attendees; Director Christie Cromeenes was in attendance not absent.

President Cullen reminded the public to submit their comments to comments@svswa.org related to this item.

Public Comment: None

Motion: Alternate Vice President Lopez made a motion to approve the consent agenda as presented. Director De La Rosa seconded the motion.

Votes: Motion carried 7,0

Ayes: Cullen, De La Rosa, Gunter, Lopez, Phillips, Tipton, Villegas

Noes: None

Abstain: Silva

Absent: Lara

CONSIDERATION

7. RESOLUTION NO. 2020-13 APPROVING THE OPERATING BUDGET, PERSONNEL ALLOCATION AND SALARY SCHEDULE FOR FY 2020-21

(4:20) Finance and Administration Manager Hendricks presented the proposed status quo budget for fiscal year 2020-21. He indicated the proposed budget has no new program changes other than the expanded organics and C&D programs, and includes two additional positions being requested by staff; one Equipment Maintenance Technician I/II (Mechanic) position and one Loader Operator to be designated to the construction and demolition materials recovery operations. Mr. Hendricks reviewed in detail the projected total budget increases, projected revenue increases that would allow to balance the budget, and the rate impacts for both residential and commercial customers.

President Cullen reminded the public to submit their comments to comments@svswa.org related to this item.

Board Comment: The Board discussed the report.

Public Comment: None

Motion: Alternate Vice President Lopez made a motion to adopt Resolution No. 2020-13. Director Phillips seconded the motion.

Votes: Motion carried 8,0

Ayes: Cullen, De La Rosa, Gunter, Lopez, Phillips, Silva, Tipton, Villegas

Noes: None

Abstain: None

Absent: Lara

8. RESOLUTION NO. 2020-14 CONFIRMING THE EXISTENCE OF A LOCAL EMERGENCY WITHIN THE AUTHORITY AS A RESULT OF COVID-19

(4:36) President Cullen provided clarification on the items within the resolution published on March 23 and the amended resolution published on March 25 to address the City of Salinas comments and objections on the letter dated March 24. He indicated that the Executive Committee had reviewed and recommended approval of the original resolution to declare an emergency within the Authority and not go beyond the boundaries or responsibilities of the Authority. President Cullen indicated that despite the Authority not agreeing with the concerns expressed by the City of Salinas, the Authority found it reasonable to address their concerns and amend the resolution. He reviewed in detail the changes made and the reasoning behind wanting to confirm a declaration of emergency and give the General Manager/CAO more authority to act promptly with the rapidly evolving COVID-19 changes.

General Counsel Santos clarified the change made to the Resolution to remove all language referencing the proclamation which makes it null and void and has no effect going forward. He clarified the resolution is designed for the COVID-19 related actions only.

President Cullen reminded the public to submit their comments to comments@syswa.org related to this item.

Board Comment: Director De La Rosa inquired about the purchasing authority the resolution provides for the General Manager/CAO. Director Villegas expressed his opposition to voting on a blanket resolution and to confirming a local emergency within the Authority. He indicated that he was supportive of voting on individual items within the resolution to allow for compliance with HR6201. President Cullen expressed his concerns on the lack of trust with the General Manager/CAO and lack of wanting to give him the tools to react during the state of emergency.

General Counsel: Mr. Santos provided clarification that there is no cap on the purchasing amount within the resolution but can be added by a motion. He explained that the content within the resolution is limited in scope to emergency planning consistent with the State, County, and Federal emergency directives related only to the Authority's COVID-19 response. Mr. Santos stated that at the end of the local and state emergency any procedures applied would only be in place during the duration of the emergency. Mr. Santos indicated items being considered within the resolution can be voted on individually to amend and approve the revised resolution.

Public Comment: None

President Cullen indicated Alternate Vice President Lopez had left the meeting.

President Cullen indicated that to address the concerns by a number of Board members under the Item No. 4 of the resolution individual votes for Item Nos. 4A, 4B, and 4C would be voted on individually.

4(A) Motion: Director Villegas made a motion to Adopt Resolution 2020-14 that only includes 4A not 4B or 4C. Director Gunter seconded the motion.

Votes: Motion carried 4,3

Ayes: Cullen, De La Rosa, Gunter, Villegas

Noes: Phillips, Silva, Tipton

Abstain: None

Absent: Lara, Lopez

4(B) Motion: Director Phillips made a motion to Adopt Resolution 2020-14 that only includes 4B not 4A or 4C with the amendment to 4B be to increase the General Manager purchase authority to \$100,000 without approval, over \$100,000 up to \$250,000 go for Executive Committee for approval, and over \$250,000 to require Board approval. Director Silva seconded the motion.

Votes: Motion failed 4 Ayes, 3 Noes

General Counsel: Mr. Santos clarified that under the current Joint Powers Agreement at least one member of the City of Salinas must vote in the affirmative in order for a motion to be carried. Without an Aye from a City of Salinas member the motion is not carried.

Ayes: Cullen, Phillips, Silva, Tipton

Noes: De La Rosa, Gunter, Villegas

Abstain: None

Absent: Lara, Lopez

4(C) Motion: Direction Villegas made a motion to Adopt Resolution 2020-14 that only includes 4C not 4A or 4b. Vice President De La Rosa seconded the motion.

Votes: Motion carried 7,0

Ayes: Cullen, De La Rosa, Gunter, Phillips, Silva, Tipton, Villegas

Noes: None

Abstain: None

Absent: Lara, Lopez

9. RESOLUTION NO. 2020-15 APPROVING AN ADJUSTMENT TO THE OPERATING BUDGET FOR FISCAL YEAR 2019-20

(5:25) Finance and Administration Manager Hendricks provided a brief report on the adjustment needed to fund the 10 days of Administrative leave for COVID-19. The adjustment will be funded from the operating reserves.

President Cullen reminded the public to submit their comments to comments@svswa.org related to this item.

Board Comment: The Board discussed the report. Scenarios

Public Comment: None

Motion: Vice President De La Rosa made a motion to adopt Resolution No. 2020-15. Director Silva seconded the motion.

Votes: Motion carried 7,0

Ayes: Cullen, De La Rosa, Gunter, Phillips, Silva, Tipton, Villegas

Noes: None

Abstain: None

Absent: Lara, Lopez

10. UPDATE ON THE CITY OF SALINAS' ONE YEAR NOTICE OF INTENT TO WITHDRAWAL FROM THE JOINT POWERS AGREEMENT WITH THE SALINAS VALLEY SOLID WASTE AUTHORITY

(5:29) President Cullen reported that the meeting between the City of Salinas's Mayor and City Manager, the Authority's Board President and General Manager/COA is scheduled for April 13th. President Cullen reminded the public to submit their comments to comments@svswa.org related to this item.

Board Comments: The Board discussed the

Public Comments: None

Motion: None; informational only

FUTURE AGENDA ITEMS

11. AGENDA ITEMS – VIEW AHEAD SCHEDULE

(5:30) The Board reviewed the future agenda items.

CLOSED SESSION

(5:31) President Cullen reminded the public to submit their comments to comments@svswa.org related to this item.

(5:38) General Manager/CAO Mathews indicated there was no information to discuss under Item No. 13.

12. 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 General Counsel

Roy C. Santos, 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, CA: **2)** APN 002-021-005, located at 356 W. Market St., Salinas, CA: **3)** APN 002-021-006, located at 346 W. Market St., Salinas, CA: **4)** APN 002-021-007, located at 330 W. Market St., Salinas, CA: and **5)** APN 002-021-008, located at 320 W. Market St., Salinas, CA **6)** APN 003-211-022-000, located at 195 Sherwood Dr. and 416 Main St., Salinas, CA **7)** Republic Services Property, APNs 261-051-005, 007, and 019, located at 1120 Madison Lane, Salinas, California

- 13.** ~~Pursuant to Government Code Section 54957(a) to consult with General Counsel, Roy C. Santos on the threat to public services and/or facilities consideration of tactical response plan consultation~~
- 14.** Pursuant to Government Code Section 54957.6 conference with labor negotiators. Agency Designated Representative: Roy C. Santos, General Counsel and Unrepresented Employee: Patrick Mathews, General Manager/CAO

Public Comment: None

(5:38) President Cullen adjourned the meeting into closed session to discuss Item Nos. 12 and 14.

RECONVENE

(6:00) President Cullen reconvened the meeting to open session with no reportable actions taken in closed session.

ADJOURNED

(6:01) President Cullen adjourned the meeting.

APPROVED: _____
Robert Cullen, President

Attest: _____
Erika J. Trujillo, Clerk of the Board



Report to the Board of Director

ITEM NO. 2

Finance and Administration
Manager/Controller/Treasurer

General Manager/CAO

N/A

General Counsel

Date: April 16, 2020

From: C. Ray Hendricks, Finance and Administration
Manager

Title: February 2020 Claims and Financial Reports

RECOMMENDATIONS

The Executive Committee recommends acceptance of the February 2020 Claims and Financial Reports.

DISCUSSION & ANALYSIS

Please refer to the attached financial reports and checks issued report for the month of February for a summary of the Authority's financial position as of February 29, 2020. The following are highlights of the Authority's financial activity for the month of February.

Results of Operations (Consolidated Statement of Revenues and Expenditures)

For the month of February 2020, operating expenditures exceeded revenues by \$30,348. Fiscal year 2019-20 to date operating revenues exceeded expenditures by \$3,005,815.

Revenues (Consolidated Statement of Revenues and Expenditures)

After eight months of the fiscal year, (66.6% of the fiscal year), revenues total \$15,425,771 or 74.5% of the total annual revenues forecast of \$20,712,305. February Tipping Fees totaled \$10,310,681 or 77.2% of the forecasted total of \$13,357,500.

Operating Expenditures (Consolidated Statement of Revenues and Expenditures)

As of February 29, 2020 (66.6% of the fiscal year), year-to-date operating expenditures totaled \$12,419,957. This is 66.2% of the operating budget of \$18,750,500.

Capital Project Expenditures (Consolidated CIP Expenditures Report)

For the month of February 2020, capital project expenditures totaled \$617,908. \$367,119 was for the JC Module 7 Engineering and Construction. \$177,336 was for the Organics Program. \$16,455 was for Jolon Road Postclosure Maintenance. \$14,554 was for Crazy Horse Postclosure Maintenance. \$12,466 was for the Tire Amnesty program.

Claims Checks Issued Report

The Authority's Checks Issued Report for the month of February 2020 is attached for review and acceptance. February disbursements total \$1,431,539.21 of which \$477,559.30 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 February 2020.

Vendor	Services	Amount
Wood Brothers	JC Module 7 Construction	\$347,763.81
Green Mountain Technologies	Composting Aeration & Control Equipment	\$157,174.38

Cash Balances

The Authority's cash position decreased \$491,139.50 during February to \$29,512,067.13. Decrease in cash position was due to payment of the second interest installment for our 2014 Bonds of \$704,620, and large progress payments for JC Module 7 and Compost Aeration & Control Equipment. Most of the cash balance is restricted, held in trust, committed, or assigned as shown below.

Restricted by Legal Agreements:

Johnson Canyon Closure Fund	4,733,290.20
State & Federal Grants	(242,695.55)
BNY - Bond 2014A Payment	-
BNY - Bond 2014B Payment	-

Funds Held in Trust:

Central Coast Media Recycling Coalition	120,782.61
Employee Unreimbursed Medical Claims	8,607.95

Committed by Board Policy:

AB939 Services	219,174.40
Designated for Capital Projects Reserve	4,598,804.91
Designated for Environmental Impairment Reserve	1,651,462.97
Designated for Operating Reserve	1,651,462.97
Expansion Fund (South Valley Revenues)	8,560,681.29

Assigned for Post Closure and Capital Improvements

Crazy Horse Post Closure	700,162.46
Lewis Road Post Closure	138,606.80
Jolon Road Post Closure	67,383.11
Capital Improvement Projects	5,605,855.70

Available for Operations:

1,698,487.31

Total

29,512,067.13

ATTACHMENTS

1. February 2020 Consolidated Statement of Revenues and Expenditures
2. February 2020 Consolidated CIP Expenditures Report
3. February 2020 Checks Issued Report

Salinas Valley Solid Waste Authority
Consolidated Statement of Revenues and Expenditure
For Period Ending February 29, 2020

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
<u>Revenue Summary</u>							
Tipping Fees - Solid Waste	13,357,500	1,024,675	10,310,681	77.2 %	3,046,819	0	3,046,819
Tipping Fees - Surcharge	1,421,775	103,149	939,068	66.0 %	482,707	0	482,707
Tipping Fees - Diverted Materials	2,236,430	171,482	1,750,247	78.3 %	486,183	0	486,183
AB939 Service Fee	2,733,000	227,750	1,822,000	66.7 %	911,000	0	911,000
Charges for Services	130,800	6,054	82,542	63.1 %	48,258	0	48,258
Sales of Materials	267,800	32,669	146,836	54.8 %	120,964	0	120,964
Gas Royalties	265,000	0	141,825	53.5 %	123,175	0	123,175
Investment Earnings	300,000	0	224,502	74.8 %	75,498	0	75,498
Grants/Contributions	0	0	8,071	0.0 %	(8,071)	0	(8,071)
Other Non-Operating Revenue	0	0	0	0.0 %	0	0	0
Total Revenue	20,712,305	1,565,778	15,425,771	74.5 %	5,286,534	0	5,286,534
<u>Expense Summary</u>							
Executive Administration	488,700	23,608	265,904	54.4 %	222,796	68,906	153,890
Administrative Support	420,500	32,816	307,576	73.1 %	112,924	57,020	55,904
Human Resources Administration	213,700	12,371	123,305	57.7 %	90,395	6,604	83,791
Clerk of the Board	183,000	11,733	102,721	56.1 %	80,279	3,549	76,730
Finance Administration	774,100	44,832	425,480	55.0 %	348,620	7,951	340,670
Operations Administration	501,100	27,684	269,518	53.8 %	231,582	5,284	226,298
Resource Recovery	984,200	61,942	576,684	58.6 %	407,516	6,086	401,430
Marketing	77,500	10,246	36,749	47.4 %	40,751	39,597	1,154
Public Education	223,100	7,361	91,739	41.1 %	131,361	83,851	47,510
Household Hazardous Waste	870,900	34,693	430,365	49.4 %	440,535	154,237	286,298
C & D Diversion	136,000	0	76,958	56.6 %	59,042	0	59,042
Organics Diversion	1,300,800	21,007	667,263	51.3 %	633,537	425,675	207,861
Diversion Services	24,000	1,800	13,350	55.6 %	10,650	8,600	2,050

Salinas Valley Solid Waste Authority
Consolidated Statement of Revenues and Expenditure
For Period Ending February 29, 2020

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
JR Transfer Station	641,400	34,520	358,200	55.8 %	283,200	90,963	192,237
JR Recycling Operations	165,500	7,721	76,877	46.5 %	88,623	621	88,001
SS Disposal Operations	1,133,700	65,182	727,533	64.2 %	406,167	123,123	283,044
SS Transfer Operations	1,293,000	106,930	920,426	71.2 %	372,574	250,247	122,327
SS Recycling Operations	713,600	49,621	407,370	57.1 %	306,230	62,329	243,900
JC Landfill Operations	2,959,100	190,858	1,743,327	58.9 %	1,215,773	617,400	598,373
JC Recycling Operations	483,100	25,443	219,843	45.5 %	263,257	23,371	239,886
Johnson Canyon ECS	370,300	12,799	162,163	43.8 %	208,137	115,305	92,832
Sun Street ECS	156,100	7,584	65,185	41.8 %	90,915	20,731	70,185
Debt Service - Interest	1,452,400	704,620	1,452,290	100.0 %	110	0	110
Debt Service - Principal	1,897,700	0	1,897,663	100.0 %	37	0	37
Closure Set-Aside	312,000	23,842	236,279	75.7 %	75,721	0	75,721
Cell Construction Set-Aside	975,000	76,911	765,189	78.5 %	209,811	0	209,811
Total Expense	18,750,500	1,596,126	12,419,957	66.2 %	6,330,543	2,171,451	4,159,092
Revenue Over/(Under) Expenses	1,961,805	(30,348)	3,005,815	153.2 %	(1,044,010)	(2,171,451)	1,127,441

Salinas Valley Solid Waste Authority

Consolidated CIP Expenditure Report

For Period Ending February 29, 2020

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
<u>Fund 131 - Crazy Horse Closure Fund</u>							
131 9316 CH Corrective Action Program	253,000	0	0	0.0 %	253,000	0	253,000
131 9319 CH LFG System Improvements	146,500	0	0	0.0 %	146,500	0	146,500
131 9321 CH Postclosure Maintenance	560,000	14,554	259,338	46.3 %	300,662	115,992	184,670
Total Fund 131 - Crazy Horse Closure Fund	959,500	14,554	259,338	27.0 %	700,162	115,992	584,170
<u>Fund 141 - Lewis Road Closure Fund</u>							
141 9402 LR LFG Well Replacement	35,000	0	0	0.0 %	35,000	0	35,000
141 9403 LR Postclosure Maintenance	235,000	9,365	131,393	55.9 %	103,607	41,387	62,220
Total Fund 141 - Lewis Road Closure Fund	270,000	9,365	131,393	48.7 %	138,607	41,387	97,220
<u>Fund 161 - Jolon Road Closure Fund</u>							
161 9604 JR Postclosure Maintenance	260,000	16,455	192,617	74.1 %	67,383	10,601	56,782
Total Fund 161 - Jolon Road Closure Fund	260,000	16,455	192,617	74.1 %	67,383	10,601	56,782
<u>Fund 180 - Expansion Fund</u>							
180 9804 Long Range Facility Needs EIR	335,395	0	0	0.0 %	335,395	335,395	0
180 9806 Long Range Financial Model	28,388	0	0	0.0 %	28,388	0	28,388
180 9807 GOE Autoclave Final Project	100,000	0	0	0.0 %	100,000	0	100,000
Total Fund 180 - Expansion Fund	463,783	0	0	0.0 %	463,783	335,395	128,388
<u>Fund 211 - Grants</u>							
211 9214 Organics Program 2016-17	243,264	124,263	243,264	100.0 %	0	0	0
211 9217 Micro Grants for Mattress Collection	10,000	0	0	0.0 %	10,000	10,000	0
211 9220 Tire Amnesty 2019-20	90,000	12,466	17,085	19.0 %	72,915	1,800	71,115
211 9247 Cal Recycle - CCPP	60,456	9,750	14,765	24.4 %	45,691	0	45,691
211 9253 Cal Recycle - 2017-18 CCPP	13,575	3,672	5,035	37.1 %	8,540	1,259	7,281
211 9256 Cal Recycle - 2018-19 CCPP	21,848	3,672	9,482	43.4 %	12,366	3,091	9,275
Total Fund 211 - Grants	439,143	153,823	289,631	66.0 %	149,512	16,150	133,361

Salinas Valley Solid Waste Authority

Consolidated CIP Expenditure Report

For Period Ending February 29, 2020

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
Fund 216 - Reimbursement Fund							
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
Total Fund 216 - Reimbursement Fund	321,560	0	0	0.0 %	321,560	0	321,560
Fund 800 - Capital Improvement Projects Fund							
800 9104 Organics System Expansion Study	193,841	3,519	36,270	18.7 %	157,571	129,050	28,521
800 9105 Concrete Grinding	20,000	0	0	0.0 %	20,000	0	20,000
800 9106 Waste Composition Study	29,543	0	29,543	100.0 %	0	0	0
800 9107 Scale House Software Upgrade	100,000	0	0	0.0 %	100,000	0	100,000
800 9108 Emergency Generators	200,000	0	0	0.0 %	200,000	0	200,000
800 9214 Organics Program 2016-17	850,000	53,073	375,515	44.2 %	474,485	435,414	39,072
800 9501 JC LFG System Improvements	79,177	0	0	0.0 %	79,177	0	79,177
800 9506 JC Litter Control Barrier	61,343	0	0	0.0 %	61,343	0	61,343
800 9507 JC Corrective Action	225,000	0	0	0.0 %	225,000	0	225,000
800 9526 JC Equipment Replacement	643,708	0	140,618	21.8 %	503,090	0	503,090
800 9527 JC Module 7 Engineering and Construction	2,674,088	367,119	2,484,475	92.9 %	189,613	95,390	94,224
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	108,399	0	0	0.0 %	108,399	0	108,399
800 9602 JR Equipment Purchase	0	0	0	0.0 %	0	0	0
800 9603 JR Well Replacement	100,000	0	0	0.0 %	100,000	0	100,000
800 9701 SSTS Equipment Replacement	413,858	0	18,512	4.5 %	395,346	0	395,346
800 9703 SSTS Improvements	10,934	0	3,228	29.5 %	7,705	0	7,705
Total Fund 800 - Capital Improvement Projects Fund	7,928,826	423,710	3,088,160	38.9 %	4,840,666	659,854	4,180,813
Total CIP Expenditures	10,642,814	617,908	3,961,139	37.2 %	6,681,674	1,179,380	5,502,295

Salinas Valley Solid Waste Authority
Checks Issued Report for 2/1/2020 to 2/29/2020

Check #	Name	Check Date	Amount	Check Total
24228	AON RISK INSURANCE SERVICES WEST, INC . WORKER'S COMP PREMIUMS	2/6/2020	16,201.90	16,201.90
24229	AT&T SERVICES INC ALL SITES TELEPHONE SERVICES	2/6/2020	384.92	384.92
24230	BANK OF NEW YORK BOND ADMINISTRATION FEE	2/6/2020	5,300.00	5,300.00
24231	BARTEL ASSOCIATES, LLC FINANCE CONSULTING SERVICES	2/6/2020	3,400.00	3,400.00
24232	BEST ENVIRONMENTAL ALL SITES AIR BOARD FEES	2/6/2020	18,000.00	18,000.00
24233	BRIAN KENNEDY USCC : COMPOST2020 CONFERENCE	2/6/2020	90.00	90.00
24234	CESAR ZUÑIGA ADM OPS COMPOST CONFERENCE USCC - COMPOST2020 CONFERENCE	2/6/2020	777.44 11.13	788.57
24235	CLINTON HENDRICKS CSMFO TRAVEL REIMBURSEMENT	2/6/2020	1,300.29	1,300.29
24236	COMCAST ADMIN INTERNET SERVICES	2/6/2020	285.96	285.96
24237	CONSOLIDATED FABRICATORS CORP JC ORGANICS SUPPLIES	2/6/2020	8,622.44	8,622.44
24238	CSC OF SALINAS/YUMA ALL SITES VEHICLE MAINTENANCE	2/6/2020	772.98	772.98
24239	EAST BAY TIRE CO. ALL SITES VEHICLE MAINTENANCE	2/6/2020	577.82	577.82
24240	EDGES ELECTRICAL GROUP, LLC JC ORGANICS CONSTRUCTION SUPPLIES	2/6/2020	3,516.56	3,516.56
24241	F.A.S.T. SERVICES MONTHLY INTERPRETING SERVICES: PUBLIC MEETINGS	2/6/2020	180.00	180.00
24242	FERGUSON ENTERPRISES INC #795 JC MAINTENANCE SUPPLIES	2/6/2020	63.50	63.50
24243	FULL STEAM STAFFING LLC SSTS & JC CONTRACT LABOR	2/6/2020	3,589.74	3,589.74
24244	GEOLOGIC ASSOCIATES, INC. JOLON ROAD FCPCMP AND CAP UPDATES	2/6/2020	16,256.00	16,256.00
24245	GEOSYNTEC CONSULTANTS, INC. JC CQA MODULE 7	2/6/2020	19,354.86	19,354.86
24246	GOLDEN STATE TRUCK & TRAILER REPAIR ALL SITES EQUIPMENT AND VEHICLE MAINTENANCE	2/6/2020	29,410.11	29,410.11
24247	**VOID**	2/6/2020	-	-
24248	GONZALES ACE HARDWARE JC FACILITY MAINTENANCE SUPPLIES	2/6/2020	386.59	386.59
24249	GOVERNMENT FINANCE OFFICERS ASSOCIA GFOA - ANNUAL MEMBERSHIP	2/6/2020	160.00	160.00

Salinas Valley Solid Waste Authority
Checks Issued Report for 2/1/2020 to 2/29/2020

Check #	Name	Check Date	Amount	Check Total
24250	GREEN RUBBER - KENNEDY AG, LP ALL SITES FACILITY MAINTENANCE SUPPLIES	2/6/2020	1,757.06	1,757.06
24251	GUARDIAN SAFETY AND SUPPLY, LLC SS SAFETY SUPPLIES	2/6/2020	113.58	113.58
24252	ISCO MACHINERY, INC. JC EQUIPMENT RENTAL	2/6/2020	7,669.35	7,669.35
24253	JASON GUILLEN CALRECYCLE : HHW CONFERENCE	2/6/2020	164.00	164.00
24254	MALLORY CO. INC HHW SAFETY SUPPLIES	2/6/2020	78.66	78.66
24255	MISSION LINEN SUPPLY ALL SITES UNIFORMS	2/6/2020	182.19	182.19
24256	MONTEREY COUNTY HEALTH DEPARTMENT MO.CO. QUARTERLY REGIONAL FEE	2/6/2020	26,715.52	26,715.52
24257	OFFICE DEPOT ALL SITES OFFICE SUPPLIES	2/6/2020	732.65	732.65
24258	PACIFIC GAS AND ELECTRIC COMPANY ALL SITES ELECTRICAL SERVICES	2/6/2020	6,108.86	6,108.86
24259	PENINSULA MESSENGER LLC ALL SITES COURIER SERVICES	2/6/2020	709.00	709.00
24260	QUINN COMPANY ALL SITES EQUIPMENT AND VEHICLE MAINTENANCE	2/6/2020	1,045.84	1,045.84
24261	RODOLFO RAMIREZ AYALA ALL SITES EQUIPMENT & VEHICLE MAINTENANCE	2/6/2020	1,440.00	1,440.00
24262	SALINAS NATIONAL LITTLE LEAGUE EVENT SPONSORSHIP	2/6/2020	400.00	400.00
24263	SAN BENITO SUPPLY, CONSTRUCTION, CONCRETE & QUARRY JC FACILITY MAINTENANCE	2/6/2020	1,854.02	1,854.02
24264	SKINNER EQUIPMENT REPAIR, INC. ALL SITES EQUIPMENT & VEHICLE MAINTENANCE	2/6/2020	5,450.63	5,450.63
24265	**VOID**	2/6/2020	-	-
24266	SOUTHERN COUNTIES OIL CO., A CA LIMITED PARTNERSHIP ALL SITES EQUIPMENT & VEHICLE FUEL	2/6/2020	14,356.43	14,356.43
24267	SPRINT NEXTEL ALL SITES CELL PHONE SERVICES	2/6/2020	329.57	329.57
24268	ULINE, INC. JC SAFETY SUPPLIES	2/6/2020	340.27	340.27
24269	UNITED RENTALS (NORTHWEST), INC SS EQUIPMENT RENTAL	2/6/2020	908.07	908.07
24270	VALERIO VARELA JR ALL SITES VEHICLE, EQUIPMENT & FACILITY MAINT	2/6/2020	3,800.00	3,800.00
24271	VALLEY FABRICATION, INC. JC ORG FACILITY MAINTENANCE	2/6/2020	270.07	270.07

Salinas Valley Solid Waste Authority
Checks Issued Report for 2/1/2020 to 2/29/2020

Check #	Name	Check Date	Amount	Check Total
24272	WEST COAST RUBBER RECYCLING, INC TIRE AMNESTY TIRE RECYCLING TIRE DIVERSION SERVICES	2/6/2020	9,000.00 1,800.00	10,800.00
24273	WESTERN TRAILER COMPANY SS VEHICLE MAINTENANCE	2/6/2020	303.33	303.33
24274	A & G PUMPING, INC JC & JR PORTABLE TOILETS	2/11/2020	459.88	459.88
24275	A-7 AUSTIN, LTD FINANCE DEPARTMENT SUPPLIES	2/11/2020	277.52	277.52
24276	ADMANOR, INC CCRM - MEDIA CAMPAIGN RECYCLING PUBLIC ED SVR MARKETING/BRANDING	2/11/2020	13,278.93 1,823.16 10,246.03	25,348.12
24277	AGRI-FRAME, INC JC EQUIPMENT MAINTENANCE	2/19/2020	(179.55)	(179.55)
24277	AGRI-FRAME, INC JC EQUIPMENT MAINTENANCE	2/11/2020	179.55	179.55
24278	AMERICAN SUPPLY CO. ALL SITES JANITORIAL SUPPLIES	2/11/2020	1,413.60	1,413.60
24279	BECKS SHOES AND REPAIR ALL SITES UNIFORMS	2/11/2020	383.88	383.88
24280	CARMEL AREA WASTEWATER DISTRICT DE-PACKAGED ORGANICS PROCESSING	2/11/2020	290.00	290.00
24281	CITY OF GONZALES JC WATER SERVICES	2/11/2020	99.86	99.86
24282	DOUGLAS NOLAN SCHOOL ASSEMBLY PROGRAM	2/11/2020	5,500.00	5,500.00
24283	EAST BAY TIRE CO. ALL SITES VEHICLE MAINTENANCE	2/11/2020	802.34	802.34
24284	ENRIQUE CARRILLO JR. ALL SITES TIRE REPAIR	2/11/2020	10,795.80	10,795.80
24285	FERNANDO CABALLERO DOT MEDICAL CARD: FERNANDO CABALLERO	2/11/2020	150.00	150.00
24286	GONZALES ACE HARDWARE JC ORGANICS MAINTENANCE	2/11/2020	108.40	108.40
24287	GONZALES TIRE & AUTO SUPPLY JC VEHICLE MAINTENANCE	2/11/2020	16.23	16.23
24288	GRAINGER JC ORGANICS & SS MAINTENANCE	2/11/2020	1,775.41	1,775.41
24289	MICHAEL SILVA FRED PRYOR SUPERVISOR TRAINING SWANA : ANNUAL CONFERENCE 2020	2/11/2020	19.00 263.00	282.00
24290	OFFICE DEPOT ALL SITES OFFICE SUPPLIES	2/11/2020	1,863.74	1,863.74
24291	PACIFIC GAS AND ELECTRIC COMPANY ALL SITES ELECTRICAL SERVICES	2/11/2020	216.85	216.85

Salinas Valley Solid Waste Authority
Checks Issued Report for 2/1/2020 to 2/29/2020

Check #	Name	Check Date	Amount	Check Total
24292	PAGEFREEZER SOFTWARE INC. PUBLIC RECORDS COMPLIANCE FOR SM	2/11/2020	1,438.00	1,438.00
24293	PRYOR LEARNING SOLUTIONS FRED PRYOR SUPERVISOR TRAINING = M.S	2/11/2020	149.00	149.00
24294	R. PATRICK MATHEWS BIOCYCLE : CONNECT WEST 2020	2/11/2020	143.00	143.00
24295	SALINAS NEWSPAPERS, INC THE CALIFORNIAN: SC RECRUITMENT	2/11/2020	1,317.00	1,317.00
24296	SKINNER EQUIPMENT REPAIR, INC. JC & ORGANICS VEHICLE & EQUIPMENT MAINTENANCE	2/11/2020	597.27	597.27
24297	STERICYCLE, INC SHREDDING SERVICE	2/11/2020	176.24	176.24
24298	STURDY OIL COMPANY JR VEHICLE MAINTENANCE	2/11/2020	531.43	531.43
24299	TELCO BUSINESS SOLUTIONS MONTHLY NETWORK SUPPORT	2/11/2020	242.00	242.00
24300	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION MONTHLY VEHICLE FUEL	2/11/2020	2,653.29	2,653.29
24301	AGRI-FRAME, INC JC EQUIPMENT MAINTENANCE SUPPLIES	2/20/2020	179.55	179.55
24302	ASSOCIATION OF PUBLIC TREASURERS OF THE UNITED STATES AND CANADA APT US&C CONFERENCE REGISTRATION	2/20/2020	1,097.00	1,097.00
24303	AT&T SERVICES INC ALL SITES TELEPHONE SERVICES	2/20/2020	368.94	368.94
24304	BC LABORATORIES, INC LABORATORY ANALYTICAL TESTING	2/20/2020	5,794.24	5,794.24
24305	BECKS SHOES AND REPAIR JC SAFETY SHOES	2/20/2020	380.74	380.74
24306	CALIFORNIA HIGHWAY ADOPTION CO. OPS LITER ABATEMENT	2/20/2020	550.00	550.00
24307	CITY OF GONZALES MONTHLY HOSTING FEE	2/20/2020	20,833.33	20,833.33
24308	CLARK PEST CONTROL, INC ADMIN PEST CONTROL	2/20/2020	93.00	93.00
24309	CSC OF SALINAS/YUMA ALL SITES VEHICLE MAINTENANCE	2/20/2020	116.91	116.91
24310	CUTTING EDGE SUPPLY JC EQUIPMENT MAINTENANCE	2/20/2020	2,112.50	2,112.50
24311	EAST BAY TIRE CO. ALL SITES VEHICLE MAINTENANCE	2/20/2020	1,167.83	1,167.83
24312	EDGES ELECTRICAL GROUP, LLC JC ORGANICS CONSTRUCTION	2/20/2020	3,372.88	3,372.88
24313	FULL STEAM STAFFING LLC SSTS & JC CONTRACT LABOR	2/20/2020	3,864.92	3,864.92

Salinas Valley Solid Waste Authority
Checks Issued Report for 2/1/2020 to 2/29/2020

Check #	Name	Check Date	Amount	Check Total
24314	GOLDEN STATE TRUCK & TRAILER REPAIR ALL SITES EQUIPMENT AND VEHICLE MAINTENANCE	2/20/2020	12,366.76	12,366.76
24315	GONZALES ACE HARDWARE ALL SITES FACILITY MAINTENANCE SUPPLIES	2/20/2020	250.02	250.02
24316	GONZALES LITTLE LEAGUE EVENT SPONSORSHIP	2/20/2020	400.00	400.00
24317	GREEN MOUNTAIN TECHNOLOGIES, INC. COMPOSTING AERATION AND CONTROLL EQUIPMENT	2/20/2020	157,174.38	157,174.38
24318	GREEN RUBBER - KENNEDY AG, LP ALL SITES FACILITY MAINTENANCE SUPPLIES	2/20/2020	631.28	631.28
24319	GUERITO JC & SSTS PORTABLE TOILETS	2/20/2020	1,028.00	1,028.00
24320	HOPE SERVICES SSTS LITTER ABATEMENT	2/20/2020	13,704.53	13,704.53
24321	JULIO GIL JC FACILITY MAINTENANCE	2/20/2020	2,331.35	2,331.35
24322	KING LUMINAIRE CO INC. RECYCLING/WASTE RECEPTACLES - KC DOWNTOWN	2/20/2020	16,544.00	16,544.00
24323	MAESTRO HEALTH FSA SERVICE FEE	2/20/2020	150.00	150.00
24324	MISSION LINEN SUPPLY ALL SITES UNIFORMS	2/20/2020	182.19	182.19
24325	MONTEREY CITY DISPOSAL SERVICE, INC. MIXED RECYCLING DIVERSION FEES	2/20/2020	223.20	223.20
24326	NEXIS PARTNERS, LLC MONTHLY ADMIN BUILDING RENT	2/20/2020	9,212.00	9,212.00
24327	PACIFIC CREST ENGINEERING INC JC ENGINEERING SERVICES	2/20/2020	1,906.25	1,906.25
24328	PACIFIC GAS AND ELECTRIC COMPANY CNG VEHICLE FUEL	2/20/2020	7,777.64	7,777.64
24329	PINNACLE MEDICAL GROUP PINNACLE: PRE-EMPLOYMENT PHYSICALS	2/20/2020	225.00	225.00
24330	PRICILLIA RODRIGUEZ SS HAULING SERVICES	2/20/2020	4,107.62	4,107.62
24331	PROBUILD COMPANY LLC JC FACILITY MAINTENANCE	2/20/2020	4,129.59	4,129.59
24332	PSTS, INC. JC ORGANICS SERVICES	2/20/2020	3,228.75	3,228.75
24333	PURE WATER BOTTLING ALL SITES WATER SERVICE	2/20/2020	276.75	276.75
24334	QED ENVIRONMENTAL SYSTEMS INC. JC MAINTENANCE SUPPLIES	2/20/2020	1,290.00	1,290.00
24335	QUINN COMPANY ALL SITES EQUIPMENT AND VEHICLE MAINTENANCE	2/20/2020	7,695.84	7,695.84

Salinas Valley Solid Waste Authority
Checks Issued Report for 2/1/2020 to 2/29/2020

Check #	Name	Check Date	Amount	Check Total
24336	R&B COMPANY CH FACILITY MAINTENANCE	2/20/2020	514.18	514.18
24337	REPUBLIC SERVICES #471 ADM BUILDING MONTHLY TRASH SERVICE	2/20/2020	76.98	76.98
24338	RODOLFO RAMIREZ AYALA ALL SITES EQUIPMENT & VEHICLE MAINTENANCE	2/20/2020	3,485.00	3,485.00
24339	**VOID**	2/20/2020	-	-
24340	ROSSI BROS TIRE & AUTO SERVICE ALL SITES VEHICLE & EQUIPMENT MAINTENANCE	2/20/2020	3,496.90	3,496.90
24341	SAN JOSE CONSERVATION CORPS TIRE AMNESTY SSTS TIRE LOADING DEC 2019	2/20/2020	3,466.47	3,466.47
24342	SOCIAL VOCATIONAL SERVICES, INC. JC LITTER ABATEMENT	2/20/2020	6,298.88	6,298.88
24343	SOLEDAD TIRE & WHEEL SERVICE, INC. JC VEHICLE MAINTENANCE	2/20/2020	455.64	455.64
24344	SOLID WASTE ASSOCIATION OF NORTH AMERICA OPS SWANA ANNUAL MEMBERSHIP	2/20/2020	253.00	253.00
24345	SOUTHERN COUNTIES OIL CO., A CA LIMITED PARTNERSHIP ALL SITES EQUIPMENT & VEHICLE FUEL	2/20/2020	7,104.01	7,104.01
24346	STATE WATER RESOURCES CONTROL BOARDE CH, LR & JC ANNUAL PERMIT FEES	2/20/2020	23,310.00	23,310.00
24347	VALERIO VARELA JR SS & JC VEHICLE & EQUIPMENT MAINTENANCE	2/20/2020	1,485.00	1,485.00
24348	VALLEY FABRICATION, INC. JC FACILITY MAINTENANCE	2/20/2020	186.82	186.82
24349	VERIZON WIRELESS SERVICES JC, ORGANICS & RR INTERNET SERVICES	2/20/2020	114.03	114.03
24350	WOOD BROTHERS, INC. JC MODULE 7 CONSTRUCTION	2/20/2020	347,763.81	347,763.81
	Subtotal			<u>953,979.91</u>
	Payroll Disbursements			477,559.30
	Grand Total			<u>1,431,539.21</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: April 16, 2020

From: Mandy Brooks, Resource Recovery Manager

Title: Member and Interagency Activities Report for
March 2020 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.

DISCUSSION & ANALYSIS

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

The monthly inspection for the Sun Street Transfer Station (SSTS) was conducted on March 12 with no areas of concern or violations observed or noted during the inspection.

The monthly inspections for the Johnson Canyon Landfill (JCLF) and the Composting Facility were conducted on March 18 with no areas of concern or violations noted for the inspections. Environmental Health's Certified Unified Protection Agency (CUPA) also conducted a Hazardous Materials inspection of the shop and found no violations. On March 27, the Authority was notified that the LEA granted a four-month extension on the 5-year permit review application. The revised due date is July 13, 2020.

The monthly inspection of the Jolon Road Transfer Station was completed on March 12, No areas of concern or violations were observed during the inspection.

The quarterly inspections of the Crazy Horse Transfer Station, Crazy Horse Landfill (closed), and Lewis Road Landfill (closed) were completed on March 2. No violations or areas of concern were noted for any of the inspections.

Regional Water Quality Control Board

The Regional Water Quality Control Board conducted the annual inspections for Johnson Canyon Landfill, Jolon Road Transfer Station, Crazy Horse Landfill (closed), and Lewis Road Landfill (closed) on March 11. No areas of concern nor violations were issued for any of the sites.

Gonzales Clothing Closet Stats

The table below summarizes the 3Q FY 19-20 for the Clothing Closet's distributions. Due to COVID-19 issues, the clothing closet was only open the first two Thursdays in March and is closed until further notice.

FY19-20 3Q	# of Volunteers	Hours	Clothing Items Distributed	# of Families Served	# of Family Members Served
Jan 2020	5	89.5	608	38	173
Feb 2020	5	45	691	48	223
Mar 2020	5	49.5	326	26	109
TOTALS	5 (avg.)	184	1,625	112	505

Clean Up Events

No clean up events were conducted in March and any events scheduled for April have been postponed or cancelled.

FY 19-20 Current and Future Events with SVR Staff Participation

Due to the County of Monterey's Re-issued Shelter in Place Order for COVID-19, all April, May, and some June events are either tentative, postponed, or cancelled until further notice

Gonzales:	4/4 – 5/10 6/13/20 6/13/20	POSTPONED- Tire Amnesty Event, Johnson Canyon Landfill POSTPONED - Gonzales Clean up Event & ABOP Collection Tentative - Composting Workshop, Fairview Middle School
Greenfield:	5/18 – 5/23 5/23/20	POSTPONED - Greenfield Reuse, Recycle, & Clean up Week POSTPONED - Greenfield Clean up Event: ABOP Collection
King City:	4/4 – 5/10 6/27/20	POSTPONED- Tire Amnesty Event, Jolon Rd Transfer Station Cancelled - King City Clean Up Event & ABOP, Mildred Ave
Salinas:	4/4 – 5/10 4/4/20 5/16/20 5/16/20 6/20/20	POSTPONED- Tire Amnesty Event, Sun St Transfer Station POSTPONED - District 4 Community Cleanup Cancelled - Composting Workshop, Natividad Creek Garden Tentative - District 3 Community Cleanup Tentative - Mayor's Community Cleanup
Soledad:	5/4 – 5/9 5/9/20	POSTPONED - Soledad Reuse, Recycle, & Clean up Week POSTPONED - Soledad Clean up Event: ABOP Collection
Mo. Co.:	5/9/20	Cancelled - Aromas Community Clean Up & ABOP, Aromas Rd



Report to the Board of Directors

ITEM NO. 4

Finance and Administration
Manager/Controller-Treasurer

R. Cullen by E.T.

President, Salinas Valley Solid Waste
Authority & Executive Committee Chair

R. Santos by E.T.

General Counsel

Date: April 16, 2020

From: Robert Cullen, Executive Committee Chair
Roy Santos, Authority Counsel

Title: A Resolution Approving Amendment No. 10 to the Revised and Restated Agreement Between the Salinas Valley Solid Waste Authority and R. Patrick Mathews for Services as General Manager/Chief Administrative Officer (GM/CAO)

RECOMMENDATION

Executive Committee recommends that the Board adopt the resolution.

STRATEGIC PLAN RELATIONSHIP

This is an administrative item and does not relate to the Board's Strategic Plan.

FISCAL IMPACT

Funding for this item will be included in future budgets.

DISCUSSION & ANALYSIS

Previously the Board direct its General Counsel to initiate negotiations with Mr. Mathews the GM/CAO of the Authority regarding an extension of his current employment contract. On March 5, 2020, the Executive Committee discussed the proposed terms for an amendment to the GM/CAO's contract which currently expires on December 31, 2020 and forwarded the proposed terms for an amendment to the full Board for consideration in closed session at its March 26, 2020, special meeting. The Executive Committee and Board has considered the proposed terms of the amendment extending the GM/CAO's current contract and directed the amendments to the Employment Agreement be prepared and returned at the Board's April 16, 2020, meeting with recommendations for final consideration.

The following change is proposed as Amendment No. 10 of the GM/CAO's Employment Agreement based on the Board's recommendation:

1. Section 2 to be amended to include a two (2) year extension of the term of the contract with a new expiration date of December 31, 2022.
2. Section 3(a) Base Salary to be amended to include a four (4%) percent salary increase beginning January 1, 2021, and a CPI increase based upon the Consumer Price Index for San Francisco/Oakland/Hayward, Urban Wage Earners and Clerical Workers, using the twelve-month percentage increase from December to December of the prior year with a 2% minimum to 3% maximum adjustment.
3. Section 3(e) Health Insurance to be amended to reduce his insurance premium coverage from one hundred (100%) percent premium coverage paid by the Authority

to ninety (90%) percent premium coverage paid by the Authority and ten (10%) percent premium coverage paid by Mr. Mathews.

BACKGROUND

The Executive Committee discussed the proposed terms for an amendment to the GM/CAO's contract which currently expires on December 31, 2020 and forwarded the proposed terms for an amendment to the full Board for consideration in closed session at its March 26, 2020, special meeting. The Executive Committee and Board has considered the proposed terms of the amendment extending the GM/CAO's current contract and directed the amendments to the Employment Agreement be prepared and returned at the Board's April 16, 2020, meeting with recommendations for final consideration.

The term of the original contract was from June 23, 2008, through December 31, 2012, with Board approval of two subsequent four-year extensions for the periods of January 1, 2013 through December 31, 2016 and January 1, 2017 through December 31, 2020.

ATTACHMENT(S)

1. Resolution
2. Exhibit A - Amendment No. 10

RESOLUTION NO. 2020 -

**A RESOLUTION APPROVING AMENDMENT NO. 10 TO THE EMPLOYMENT AGREEMENT BETWEEN
THE SALINAS VALLEY SOLID WASTE AUTHORITY AND R. PATRICK MATHEWS FOR SERVICES AS
GENERAL MANAGER AND CHIEF ADMINISTRATIVE OFFICER**

**BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE
AUTHORITY**, that the President of the Board of Director is hereby authorized and directed for,
and on behalf of, the Salinas Valley Solid Waste Authority to execute Amendment No. 10 to
the Employment Agreement with R. Patrick Mathews, attached hereto and marked "Exhibit
A" for services as General Manager and Chief Administrative Officer.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste
Authority at its meeting duly held on the 16th day of April 2020, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Robert Cullen, President

ATTEST:

APPROVED AS TO FORM:

Erika J. Trujillo, Clerk of the Board

Roy C. Santos, General Counsel

EXHIBIT A

AMENDMENT NO. 10 TO THE EMPLOYMENT AGREEMENT BETWEEN THE SALINAS VALLEY SOLID WASTE AUTHORITY AND R. PATRICK MATHEWS FOR SERVICES AS GENERAL MANAGER AND CHIEF ADMINISTRATIVE OFFICER

This Amendment is made and entered into this ___ day of April 2020, 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 R. Patrick Mathews ("Employee") jointly referred to herein as "Parties".

The Authority and Employee entered into an Agreement on April 17, 2008. All terms of the aforementioned agreement will continue in force, including those in Amendment No. 1 entered into on May 1, 2009, Amendment No. 2 entered into on April 16, 2009, Amendment No. 3 entered into on April 21, 2011, Amendment No. 4 entered into August 16, 2012, Amendment No. 5 entered into June 19, 2014, Amendment No 6 entered into March 17, 2016, Amendment No. 7 entered into February 15, 2018, Amendment No. 8 entered into February 21, 2019, and Amendment No. 9 entered into February 20, 2020, with the exception of the following amendments:

Section 2 "Term" is amended in its entirety to read as follows:

The term of this Agreement shall be effective January 1, 2021 and shall end December 31, 2022. This Agreement may be extended by the mutual agreement of the Parties. Said agreement shall be in written and signed by both Employee and the Chair of the Authority Board.

Section 3. "Compensation and Benefits" is amended to include the following additional language:

(a). Base Salary

- (i) Effective on January 1, 2021, Employee's Base Salary shall be increased by 4%.
- (ii) Effective on January 1, 2022, Employee's Base Salary shall be increased based upon Consumer Price Index for San Francisco/Oakland/Hayward, Urban Wage Earners and Clerical Workers, using the twelve-month percentage increase from December to December of the prior year with a 2% minimum to 3% maximum adjustment.

Section 3. "Compensation and Benefits" is amended in its entirety to read as follows:

(e). Health Insurance

Effective January 1, 2021, and during the Term of this Employment Agreement, Authority will continue to offer PERS provided medical insurance, as well as Dental and Vision Services coverage up to the cost of full family plans and shall contribute ninety percent (90%) of the total premium amount. Employees electing medical, dental and/or vision coverage shall pay ten (10%) percent of the total premium amount. Authority and employees acknowledge that the

premium amounts are established by the respective insurance providers and are subject to change.

The employee's contribution toward the premium amount is based on the Employee selected Plans and levels of dependent care coverage and will be paid as a pre-tax payroll deduction.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment as of the day and year first below written.

EMPLOYEE

R. Patrick Mathews

Date:

SALINAS VALLEY SOLID WASTE AUTHORITY

Robert Cullen, President

Date:

Attest:

Erika Trujillo, Clerk of the Board

Approved as to Form:

Roy C. Santos, General Counsel



Report to the Board of Directors

Date: April 16, 2020

From: C. Ray Hendricks, Finance and Administration Manager

Title: March 2020 Quarterly Investments Report

ITEM NO. 5

Finance and Administration
Manager/Controller-Treasurer

General Manager/CAO

N/A

Legal Counsel

RECOMMENDATION

Staff requests that the Board accepts the March 2020 Quarterly Investments Report.

The investment policy requires that the treasurer render an investment report to the Board of Directors at the first regular Board Meeting occurring after the end of each calendar quarter.

STRATEGIC PLAN RELATIONSHIP

This agenda item is a routine operational item and does not relate to the Authority's strategic plan.

FISCAL IMPACT

None

DISCUSSION & ANALYSIS

The vast majority, \$29,500,733.81 (99.10%), of the Authority's investment portfolio is invested in the State's Local Agency Investment Fund (LAIF). For the month ended February 29, 2020, the LAIF effective yield was 1.912%. LAIF is invested as part of the State's Pooled Money Investment Account (PMIA) with a total of \$97.5 Billion as of February 29, 2020. The Authority's LAIF investment of \$29,500,733.81 represents .030% of the PMIA. Attached is a summary of the PMIA portfolio as of February 29, 2020.


ATTACHMENT(S)

1. March 31, 2020 Cash and Investments Report
2. February 29, 2020 PMIA Portfolio Composition and Average Monthly Yields

SALINAS VALLEY SOLID WASTE AUTHORITY
Cash and Investments Report
March 31, 2020

Issuer/Investment	Rate	Balance	Maturity	Moody's Rating
Investments Managed by Authority Treasurer:				
Petty Cash	-	\$ 1,600.00	N/A	N/A
General Checking Account	-	103,845.04	Same day	Aa2
Payroll Checking account	-	10,000.00	Same day	Aa2
General Deposit Account	-	62,795.38	Same day	Aa2
Scalehouse Deposit Account	-	29,539.35	Same day	Aa2
FSA Checking Account	-	9,693.20	Same day	Aa2
LAIF	1.912%	29,500,733.81	Same day	N/A
LAIF - FMV Adjustment		49,144.13		
		<u>\$ 29,767,350.91</u>		

The Authority has sufficient liquidity to meet expenditure requirements for the next 6 months.





PMIA/LAIF Performance Report as of 02/29/20



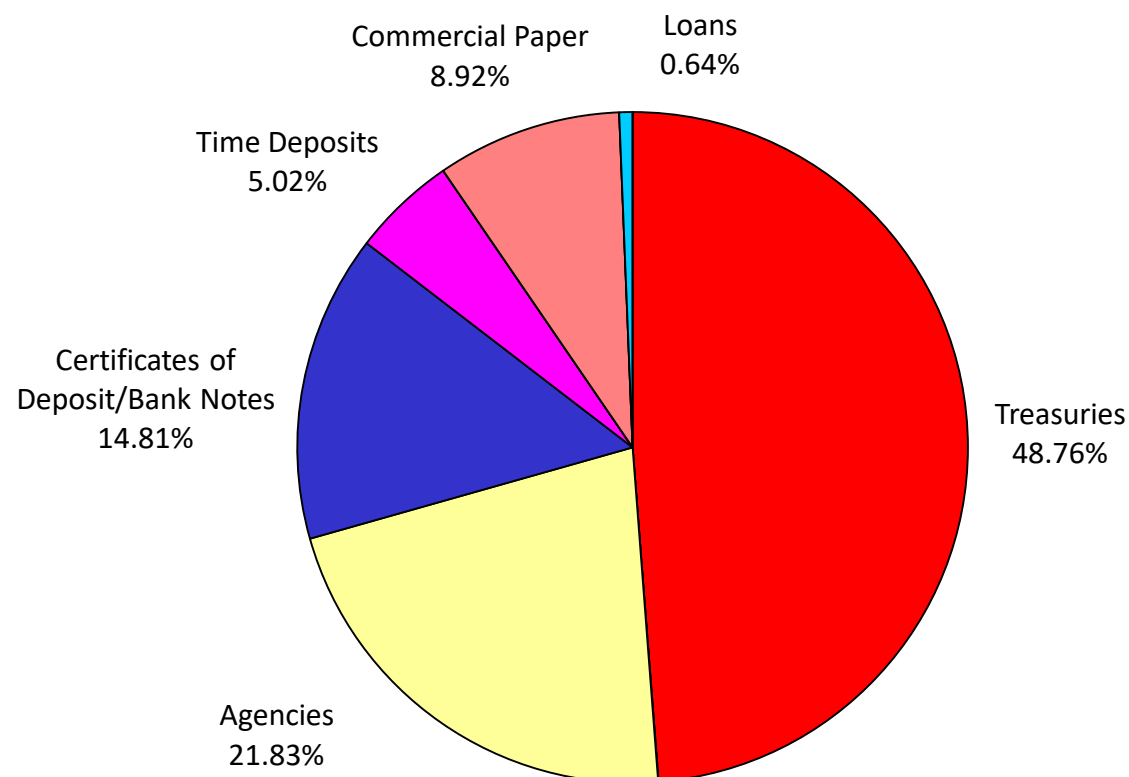
PMIA Average Monthly Effective Yields⁽¹⁾

Feb	1.912
Jan	1.967
Dec	2.043

LAIF Quarterly Performance Quarter Ended 12/31/19

Apportionment Rate ⁽²⁾ :	2.29
Earnings Ratio ⁽²⁾ :	0.000062500857789
Fair Value Factor ⁽¹⁾ :	1.001770298
Daily ⁽¹⁾ :	2.02%
Quarter to Date ⁽¹⁾ :	2.11%
Average Life ⁽¹⁾ :	226

Pooled Money Investment Account Portfolio Composition ⁽¹⁾ 02/29/20 \$97.5 billion



Percentages may not total 100% due to rounding

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller



Report to the Board of Directors

Date: April 16, 2020

From: Patrick Mathews, General Manager/CAO

Title: Results of the January 2018 Market Research Study Highlighting the Key Finding Regarding the Relocation of the Sun Street Transfer Station

ITEM NO. 6

N/A

Finance Manager/Controller-Treasurer

N/A

General Manager/CAO

N/A

Legal Counsel

AN UPDATE WILL BE GIVEN AT THE MEETING

Attachments:

1. **PowePoint Presentation:** January 2018 Market Research Study: Key Findings of Facility Relocation Proposals for the Sun St Transfer Station

Item No. 6



**SalinasValley
Recycles.org**
SALINAS VALLEY
SOLID WASTE AUTHORITY


**January 2018 Market Research Study:
Key Findings of Facility Relocation
Proposals for the Sun St Transfer Station**

April 16, 2020


Published 04/16/2020

1


Surveys & Results




• Different Survey Purposes



• Statistical Significance



• Results Show Strong Support for a Transfer Station in Salinas area.



2

Methodology

- ▶ Telephone survey of Salinas Valley Solid Waste Authority Service Area residents age 18 and up
- ▶ Interviews conducted November 6 – 15, 2017
- ▶ 503 total interviews; margin of error ± 4.4 percentage points
- ▶ Interviews conducted in English and Spanish by trained, professional interviewers
 - 65 Spanish language interviews
- ▶ Survey respondents were reached on both landlines and mobile phones

Please note that due to rounding, some percentages may not add up to exactly 100%.


17-6547 SVSWA | 2

3

Key Findings

- ▶ The Authority's brands are healthy, and the job rating of the Authority in providing its services to residents is strong.
 - There is more familiarity with the SVR brand than the SVSWA brand, but both are viewed favorably and known to a majority of residents.
- ▶ Confidence is high among residents when it comes to their ability to correctly sort their waste and recyclables, and most feel it is important to do correctly.
- ▶ Two-in-three residents have brought waste or recycling to an SVR facility, and there is some awareness of where waste goes after it is picked up by the local hauler.
- ▶ There is significant support for the Sun Street Station remaining open, and being upgraded to a permanent facility.




17-6547 SVSWA | 3

4

Facility Proposals

- ▶ **[Upgrade Sun Street & Make Permanent]** Upgrading the Sun Street Transfer Station in Salinas to make it a permanent facility that is able to handle all of the waste and recycling needs for the Salinas Valley.
- ▶ **[Add Facilities at Johnson Canyon/Keep Sun Street as is]** Building new facilities at the Johnson Canyon Landfill in Gonzales that allow for on-site processing of waste materials to reduce trash volume and extend the life of the landfill. This plan would also include keeping the temporary Sun Street Transfer Station open.
- ▶ **[New Facility at Harrison/Close Sun Street]** Closing the temporary Sun Street Transfer Station in Salinas and building a new facility along Harrison Road between Salinas and Prunedale that allows for on-site processing of waste materials to reduce trash volume and extend the life of the landfill.
- ▶ **[New Facility at Crazy Horse/Close Sun Street]** Building a new facility at the Crazy Horse landfill in Prunedale that will be able to handle all of the waste and recycling needs for the Salinas Valley, and closing the temporary Sun Street Transfer Station in Salinas.
- ▶ **[Close Sun Street/Haul Waste to Marina]** Closing the temporary Sun Street Transfer Station in Salinas and having Salinas area waste hauled directly to a landfill facility in Marina. This would require anyone wanting to dispose of items not picked up by a waste hauler to drive to the Marina facility.

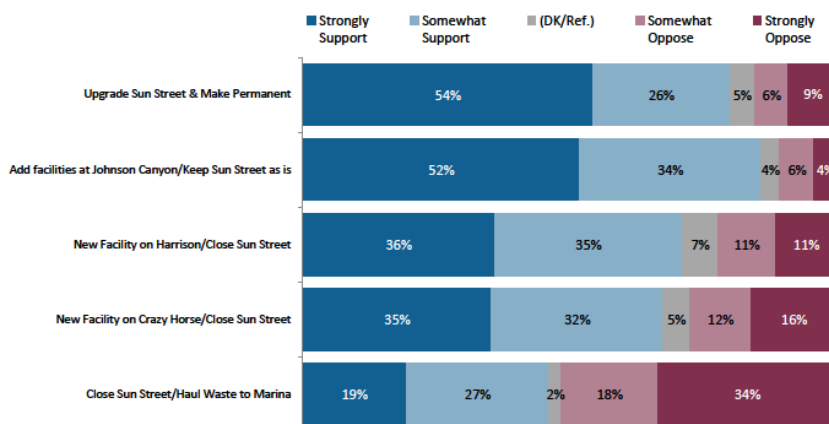


17-6547 SVSWA | 21

5

Facility Proposals Support

Support is highest for the two proposals that keep the Sun Street Transfer Station open. A majority strongly support upgrading and making the Sun Street facility permanent.



35-39. I am going to read you some proposals that are being discussed for waste management and disposal in the Salinas Valley in the future. For each one, please tell me if you strongly support, somewhat support, somewhat oppose or strongly oppose that proposal.

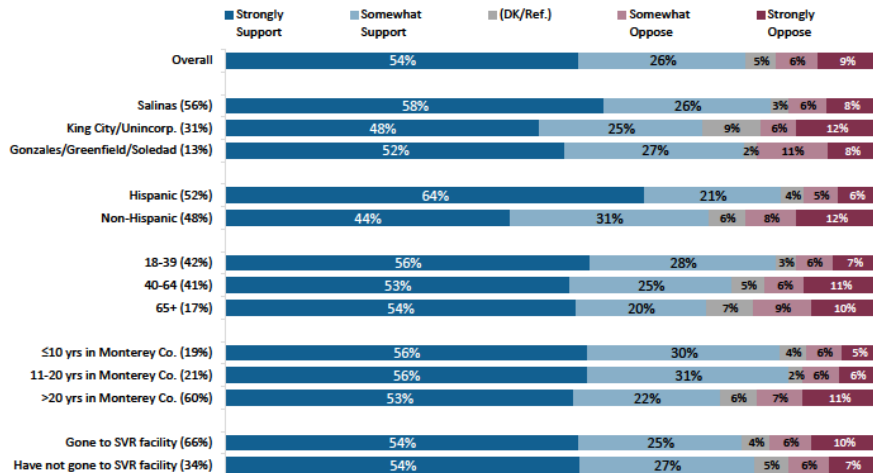


17-6547 SVSWA | 22

6

"Upgrade Sun Street & Make Permanent" Support by Subgroups

A majority of Salinas residents want to see Sun Street upgraded and made permanent, but there is support for this option in all areas. Support is higher among Hispanic residents.



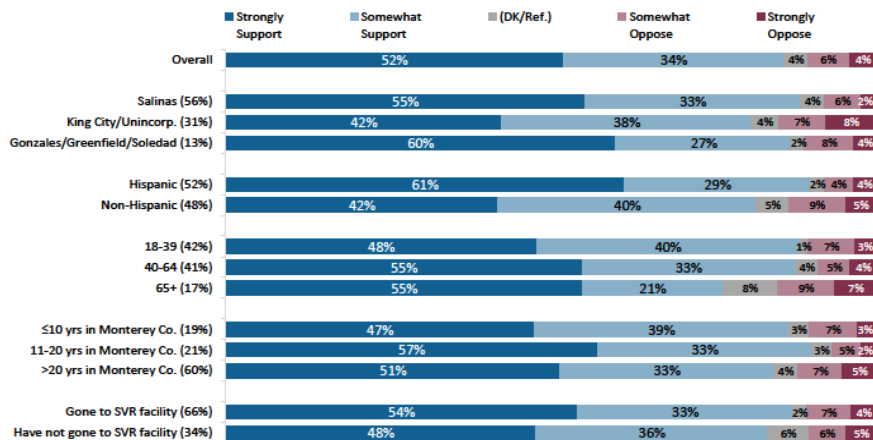
39. Upgrading the Sun Street Transfer Station in Salinas to make it a permanent facility that is able to handle all of the waste and recycling needs for the Salinas Valley.

EMC
17-6547 SVSWA | 23

7

"Add Facilities at Johnson Canyon/Keep Sun Street as is" Support by Subgroups

Adding facilities at Johnson Canyon, coupled with keeping Sun Street open, is also strongly supported by residents in all areas.



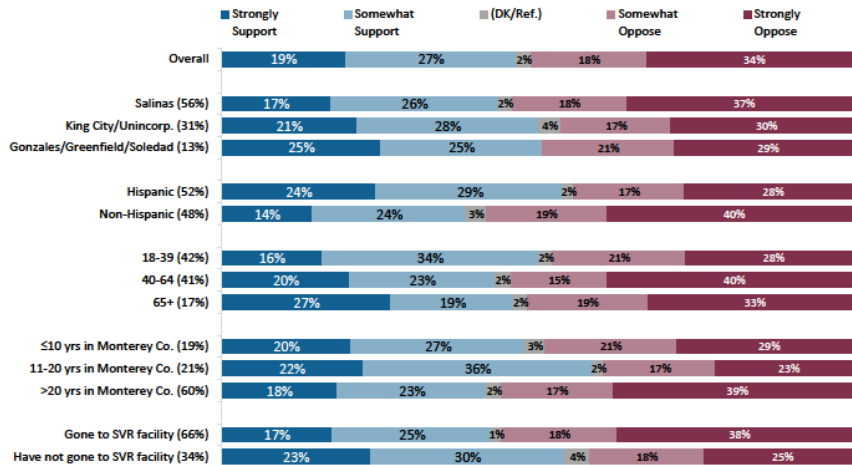
38. Building new facilities at the Johnson Canyon Landfill in Gonzales that allow for on-site processing of waste materials to reduce trash volume and extend the life of the landfill. This plan would also include keeping the temporary Sun Street Transfer Station open.

EMC
17-6547 SVSWA | 24

8

"Close Sun Street/Haul Waste to Marina" Support by Subgroups

Closing Sun Street and hauling waste to Marina is a divisive proposal. A majority of Salinas residents oppose it, and non-Hispanic residents are particularly strong in their opposition.



35. Closing the temporary Sun Street Transfer Station in Salinas and having Salinas area waste hauled directly to a landfill facility in Marina. This would require anyone wanting to dispose of items not picked up by a waste hauler to drive to the Marina facility.



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9

Conclusions

Market Research

- There is strong support for upgrading the Sun Street Transfer Station: **54% strongly support**;
- Building new recycling facilities at the Johnson Canyon Landfill, while keeping the Sun Street Transfer Station open is also strongly supported: **52% strongly support**; and
- The convenience of a transfer station in Salinas is important and valued by the community, as a majority oppose the proposal that requires Salinas area waste to be taken to Marina with the closure of Sun Street.

Customer Survey

- **94% of respondents strongly agree** that a facility like Sun St Transfer Station should exist within the Salinas area **AND** they visit Sun Street Transfer Station because of its convenient location with the Salinas area



10

Questions/Comments?



Thank you





Report to the Board of Directors

ITEM NO. 7

Finance and Administration
Manager/Controller-Treasurer

General Manager/CAO

R. Santos by E.T.

General Counsel

Date: April 16, 2020

From: C. Ray Hendricks, Finance and Administration
Manager

Title: A Resolution Approving the Disposal and Service
Fees Effective July 1, 2020

RECOMMENDATION

The Executive Committee recommends adoption of the resolution approving the service fees effective July 1, 2020.

STRATEGIC PLAN RELATIONSHIP

This is a routine operational item. It does not directly relate to the Board's Strategic Plan.

FISCAL IMPACT

Approval of the proposed rate schedule will result in no increase in solid waste tipping fees due to an increased projected tonnage, an increase in organics program tipping fees, a scheduled increase in the organics program rates, and a \$82,000 cost-of-living increase to the annual AB939 Fees, which are reallocated to the member agencies by percentage using the last three years of accepted solid waste tonnage.

DISCUSSION & ANALYSIS

Expanded Organics Program

On September 21, 2017, the Board approved the expanded organics program to meet new State mandates for organics diversion from landfills which will include the addition of food and recovered agricultural waste composting. A phased-in rate increase over a three-year period was recommended to buffer the impact to rate payers. This will also allow the Authority to run the operations for a couple of years and evaluate the program and long-term needs for new waste streams such as cannabis and agricultural cull wastes that may increase system processing demands. Following is the schedule of rate increases approved in concept when the organics program was considered by the Board in September 2017.

	Mixed Organics	Wood Waste
FY 2017-18	33.50	33.50
FY 2018-19	38.25	36.25
FY 2019-20	43.00	39.00
FY 2020-21	48.00	42.00

Construction and Demolition

Processing materials through the Organics/C&D sort line for expanded wood waste (organics) recovery is more costly than the current process of just grinding to make landfill cover material. Increasing the rate for C&D from \$58.00 per ton to \$62.00 per ton. Staff expects the rate to eventually be the same rate as the garbage rate. However, staff will re-evaluate during the FY 2021-22 budget cycle and phase-in further rate adjustments, if necessary, to make the program fully self-funded.

AB939 Fee

The AB939 fee is increasing by \$82,000. Each member agency's share of the AB939 fee is being reallocated using the total tonnage landfilled over the prior three fiscal years. The table below shows the FY 2020-21 AB939 allocation based on the FYE 2017-19 landfilled tonnage.

	FY 2016-17	FY 2017-18	FY 2018-19	Total Tonnage FYE 2017-19	Allocation Percentage	Annual AB939 Fee	Monthly AB939 Fee
Soledad	7,136	7,472	7,628	22,236		\$ 129,657	\$ 10,805
Greenfield	6,604	6,747	7,035	20,386		118,870	9,906
Gonzales	3,412	3,451	3,573	10,436		60,852	5,071
Tri Cities (Combined)	17,153	17,670	18,236	53,059	11.0%	309,383	25,782
Salinas	96,838	97,601	96,508	290,947	60.3%	1,696,497	141,375
Monterey	34,791	36,668	41,233	112,692	23.3%	657,101	54,758
King City	8,485	8,875	8,711	26,071	5.4%	152,019	12,668
	157,267	160,814	164,688	482,769	100.0%	\$ 2,815,000	\$ 234,583

Clean Soil/Biosolids

The proposed tipping fees for this material is \$24/ton for clean fill soil, \$36/ton for biosolids. In order to continue providing this service to our member agencies, the tipping fee for this material will be gradually increased to equal the full cost of handling this material at the site. Johnson Canyon has a surplus of soil and cover material. Excess quantities are not needed, particularly from outside the service area.

Franchise Transportation Surcharge

The Authority provides transportation services to Salinas, South County and King City Franchises to support and improve collection efficiencies and reduce greenhouse gases and transportation impacts in our service area. The proposed franchise surcharge is \$18.50/ton. The transportation surcharge was last increased in FY 2018-19 to \$17.75. The increase will also support the Board's continuing goal of establishing rates that fully support program costs and do not rely on landfill tipping fee subsidy.

BACKGROUND

The budget included in this month's agenda was presented to the Board on January 23, 2020. The proposed FY 2020-21 rates reflect the Authority needs to meet regulatory fees, processing services, employment cost obligations, legacy landfill liabilities, self-funding of diversion programs and capital improvement project needs. A Public Hearing was scheduled for March 19, 2020 to consider the proposed rates, but subsequently rescheduled due to shelter in place orders.

ATTACHMENT(S)

1. Resolution and Fee Schedule

RESOLUTION NO. 2020 –

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING THE DISPOSAL AND SERVICE FEES EFFECTIVE JULY 1, 2020

WHEREAS the Board of Directors of the Salinas Valley Solid Waste Authority held a public hearing on April 16, 2020 to review the disposal fees and rates for FY 2020-21; and,

WHEREAS due to an increased tonnage projection, no increase in the solid waste tipping fee is necessary to cover the cost of operations, State mandates and fees, and capital improvement costs; and,

WHEREAS an increase in the AB939 Fee on franchise haulers is necessary to cover the net cost of Authority AB939 Services; and

WHEREAS AB939 fee will be calculated as the full cost of AB939 services, less offsetting revenue and will be allocated to franchise haulers based upon their proportionate share of landfilled tonnage in the previous three fiscal years; and,

WHEREAS the phased in organic increases is necessary to ensure that the program is fully self-funded; and,

WHEREAS, other minor adjustments are necessary to the rate schedule.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Salinas Valley Solid Waste Authority that the Disposal Fees and Rates Schedule attached hereto as “Exhibit A” is hereby approved to become effective July 1, 2020.

BE IT FURTHER RESOLVED that the General Manager/CAO is hereby authorized to make adjustments to the Disposal Fees and Rates Schedule on a case by case basis for recyclable/diverted materials where there is a clear benefit to the Authority or when there is an instance or a situation not covered by the Disposal Fees and Rates Schedule. In such instances, the Board of Directors will be notified at the next scheduled meeting.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at a meeting duly held on the 16th day of April 2020, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Robert Cullen, President

ATTEST:

APPROVED AS TO FORM:

Erika J. Trujillo, Clerk of the Board

Roy C. Santos, Authority General Counsel

**SALINAS VALLEY SOLID WASTE AUTHORITY
PROPOSED DISPOSAL AND SERVICE FEES
Effective July 1, 2020**

	Current Fee or Rate	Proposed Changes
--	--------------------------------	-----------------------------

Note: Usefulness and suitability of materials is subject to scale house personnel's discretion.

LANDFILLED MATERIALS

<u>Franchise Haulers (Class III Solid Waste)</u>	\$	68.50	Per Ton
<u>Self Haul Loads at all Sites</u>			
Minimum charge per load (up to 500 lbs.)	\$	17.00	Per Load
Loads weighing between 501 and 999 lbs.	\$	34.00	Per Load
Loads weighing 1,000 lbs. and above	\$	68.50	Per Ton
<u>Materials Requiring Special Handling (Johnson Canyon only)</u>			
Fumigation or Mulch Plastic/Drip Tape			Solid Waste Tipping Fee + 50%
Remediated Soil Handling			Solid Waste Tipping Fee + 50%
Certified Burials			Solid Waste Tipping Fee + 50%
<u>Nonfriable Asbestos</u>			
Up to 1 cubic yard w/o pre-approval) wetted and double bagged			Solid Waste Tipping Fee + 50%
<u>Special Handling Charge (in addition to cost per ton)</u>			
Unloading Assistance (Per Person, 1 hour minimum)	\$	75.00	Hour
Pull Off / Push Off Assistance	\$	50.00	Each
<u>Tarps</u>	\$	10.00	Each
Untarped Loads			Additional 50% of the Required Fee
<u>Compost Bins</u>	\$	49.95	Each
<u>*Soil (Loaded by the Customer) - Johnson Canyon</u>	\$	1.00	Per Cubic Yard Up to 500 C.Y.

AB939 Fees

AB939 Fees Total	\$2,733,000	Annual	\$	2,815,000	Annual
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Fee is charged to franchise haulers based on prior three years of tonnage:
Fee allocation is as follows:

	FY 2016-17	FY 2017-18	FY 2018-19	Total Tonnage FYE 2017-19	Allocation Percentage	Annual AB939 Fee	Monthly AB939 Fee
Soledad	7,136	7,472	7,628	22,236		\$ 129,657	\$ 10,805
Greenfield	6,604	6,747	7,035	20,386		118,870	9,906
Gonzales	3,412	3,451	3,573	10,436		60,852	5,071
Tri Cities (Combined)	17,153	17,670	18,236	53,059	11.0%	309,383	25,782
Salinas	96,838	97,601	96,508	290,947	60.3%	1,696,497	141,375
Monterey	34,791	36,668	41,233	112,692	23.3%	657,101	54,758
King City	8,485	8,875	8,711	26,071	5.4%	152,019	12,668
	<u>157,267</u>	<u>160,814</u>	<u>164,688</u>	<u>482,769</u>	100.0%	<u>\$ 2,815,000</u>	<u>\$ 234,583</u>

**SALINAS VALLEY SOLID WASTE AUTHORITY
PROPOSED DISPOSAL AND SERVICE FEES
Effective July 1, 2020**

	Current Fee or Rate	Proposed Changes
--	--------------------------------	-----------------------------

Note: Usefulness and suitability of materials is subject to scale house personnel's discretion.

SOURCE SEPARATED DIVERTIBLE MATERIALS

<u>Cardboard</u>	No Charge		
<u>Recyclable plastic and glass containers, aluminum and paper</u>	No Charge		
<u>Metal including appliances without Freon</u>	No Charge		
<u>Construction and Demolition materials</u>			
Minimum charge per load (up to 500 lbs.)	\$ 14.50 Per Load	\$ 16.00 Per Load	
Loads weighing between 501 and 999 lbs.	\$ 29.00 Per Load	\$ 31.00 Per Load	
Loads weighing 1,000 lbs. and above	\$ 58.00 Per Ton	\$ 62.00 Per Ton	
<u>Mattresses and box springs (in recyclable condition)</u>			
Mattresses and Box Springs (5 or less)	No Charge		
Mattresses and Box Springs (6 or more or unacceptable condition)	\$ 5.00 Each		
<u>Greenwaste and Wood</u>			
Minimum charge up to 500 lbs.	\$ 10.00 Per Load	\$ 11.00 Per Load	
Loads weighing between 501 and 999 lbs.	\$ 19.50 Per Load	\$ 21.00 Per Load	
Loads weighing 1,000 lbs. and above	\$ 39.00 Per Ton	\$ 42.00 Per Ton	
Franchise Haulers (Organics)	\$ 43.00 Per Ton	\$ 48.00 Per Ton	
Wood Stumps (3 feet and over in diameter) & Tree limbs	\$ 68.50 Per Ton		
Clean Culls	New Rate	\$ 14.00 Per Ton	
<u>Green waste Contamination</u>			
Curbside Truck, 2-3.5 cubic yards of contamination	\$ 125.00 per load		
Curbside Truck, 3.6-6 cubic yards of contamination	\$ 210.00 per load		
Curbside Truck, more than 6 cubic yards of contamination	\$ 255.00 per load		
Transfer Truck, 7-8.5 cubic yards of contamination	\$ 125.00 per load		
Transfer Truck, 8.6-10 cubic yards of contamination	\$ 210.00 per load		
Transfer Truck, more than 10 yards of contamination	\$ 255.00 per load		
<u>Soil and Aggregate (Johnson Canyon Landfill only and subject to pre-approval)</u>			
Clean Fill Dirt (Outside SVSWA Service Area)	\$ 68.50 Per Ton		
Clean Fill Dirt (up to 10 c.y. without pre-approval) (SVSWA Service Area)	\$ 20.00 Per Ton	\$ 24.00 Per Ton	
Concrete with rebar/pipe	\$ 12.00 Per Ton		
Concrete (suitable for road base - no rebar)	\$ 2.00 Per Ton		
Asphalt (suitable for road base)	\$ 1.00 Per Ton		
<u>Biosolids/Alternative Daily Cover (Johnson Canyon Landfill only and subject to pre-approval)</u>			
Biosolids/Alternative Daily Cover (Outside SVSWA Service Area)	\$ 68.50 Per Ton		
Biosolids/Alternative Daily Cover (SVSWA Service Area)	\$ 32.00 Per Ton	\$ 36.00 Per Ton	
<u>Tires (without rims only)</u>			
Auto/Light Truck Tires less than 42"	\$ 2.00 Each		
Auto/Light Truck Tires more than 42"	\$ 10.00 Each		
Commercial Tires	\$ 75.00 Each		
Equipment Tires	\$ 150.00 Each		
Altered Tires (split, sliced, quartered)	\$ 68.50 Per Ton		

**SALINAS VALLEY SOLID WASTE AUTHORITY
PROPOSED DISPOSAL AND SERVICE FEES
Effective July 1, 2020**

**Current
Fee or Rate**

**Proposed
Changes**

Note: Usefulness and suitability of materials is subject to scale house personnel's discretion.

HOUSEHOLD HAZARDOUS WASTE AT COLLECTION FACILITIES

All commercial customers

Households outside the Authority's service area

Minimum charge \$1.50 per lb.

Absorbent	\$	1.50	Per Lb.		
Absorbent	\$	8.00	Per Bag		
Acids/Bases	\$	1.50	Per Lb.		
Aerosols	\$	1.25	Per Can		
Antifreeze	\$	1.50	Per Lb.		
Environmentally Hazardous Substances (Reactive and Solvents)	\$	5.00	Per Lb.		
Flammable Liquids	\$	1.50	Per Lb.		
Flammable Sludge	\$	1.50	Per Lb.		
Motor Oil - contaminated	\$	1.50	Per Lb.		
Oil Filters (autos and small trucks)	\$	1.50	Each		
Oil Filters (trucks and equipment)	\$	10.00	Each		
Oxidizers	\$	1.50	Per Lb.		
Paint and Paint Related Materials	\$	1.50	Per Lb.		
Pesticides	\$	1.50	Per Lb.		
Toxic Solids	\$	1.50	Per Lb.		
Household Hazardous Waste (HHW) Clean-up Service Fee (1 hour minimum)	\$	75.00	Per Hour of Labor		
Household Hazardous Waste (HHW) Sorting Fee	\$	25.00	Per customer		

Appliances and Air Conditioners

Without refrigerant	No Charge				
With refrigerant	\$	15.00	Each		
Commercial Refrigerant Units (Non-Residential Units)			New Rate	\$	50.00 Each
Ammonia based appliances not accepted					

Gas Cylinders (Propane, helium, fire extinguishers only)

Must be empty with valve open					
1 liter	\$	1.50	Each	\$	6.00 Each
5 gallons	\$	8.00	Each		
MAPP Gas			New Rate	\$	15.00 Each

Sharps Disposal (from residences only)

Used needles and lancets (in an approved container)	No Charge				
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Sharps Containers (for household use)

3 Quart Container	\$	5.00	Each		
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**SALINAS VALLEY SOLID WASTE AUTHORITY
PROPOSED DISPOSAL AND SERVICE FEES
Effective July 1, 2020**

	Current Fee or Rate	Proposed Changes
--	------------------------	---------------------

Note: Usefulness and suitability of materials is subject to scale house personnel's discretion.

UNIVERSAL WASTE AT HHW COLLECTION FACILITIES

	Minimum charge \$1.50 per pound	
Batteries		
Alkaline or Rechargeable A, AA, AAA, B, C, D and 6 volt Nickel-Cadmium, Lithium, Silver Oxide-Hydrate Cells, Lead Gel Cells, Nickel-Metal, and Lithium	\$	1.50 Per Lb.
UPS/Automobile and Light Truck Batteries		No Charge
CRT (televisions and computer monitors)		No Charge
Cell Phones		No Charge
Computers, keyboard and printers		No Charge
Copiers, mimeographs, facsimile machines		No Charge
Compact Fluorescent Bulbs	\$	1.50 Per Lb.
Fluorescent Lamps	\$	1.50 Per Lb.
Halogen, High Pressure Sodium Tubes	\$	1.50 Per Lb.
Fluorescent Ballasts (PCB)	\$	2.00 Per Lb.
Kitchen appliances: microwaves, toaster, toaster ovens		No Charge
Mercury	\$	7.00 Per Lb.
Mercury thermostats, thermometers or switches	\$	1.00 Each
Toner, developer, ink cartridges (office use)	\$	1.50 Per Lb.
Toner and developer (industrial use)	\$	1.50 Per Lb.

ADMINISTRATIVE & SPECIAL FEES

Franchise Transportation Surcharge	\$	17.75 Per Ton	\$	18.50 Per Ton
Agenda Packets for Board or Executive Committee	\$	116.00 Annually		
Agendas Only	\$	26.00 Annually		
Agendas Only for Public Agencies	\$	18.00 Annually		
Reproduction of Public Records	\$	0.10 Per Page		
Copies of Weight Tags	\$	20.00 Each		
Returned Check Fee	\$	25.00 Each		
Finance Charge on accounts 30+ Days Past Due		1.5% per mo., 18% annually		
Media duplication for disks, cds, tapes		Actual Cost		
		\$5.00 Min. Each		
Plans & Specifications for Construction Projects		Actual Cost		
		\$15.00 Min. Per Set		
Full Size Plans for Construction Projects		Actual Cost		
		\$15.00 Min Per Set		

Item No. 7



**SalinasValley
Recycles.org**
SALINAS VALLEY
SOLID WASTE AUTHORITY

FY 2020-21 Rate Hearing

April 16, 2020

Published 04/14/2020

1

Rate Changes		
<u>Rate Increases</u>	<u>Old Rate</u>	<u>New Rate</u>
Construction and Demolition	\$ 58.00	\$ 62.00
Green Waste- Franchise	\$ 43.00	\$ 48.00
Green Waste- Self Haul	\$ 39.00	\$ 42.00
Wood Waste	\$ 39.00	\$ 42.00
Sludge	\$ 32.00	\$ 36.00
Clean Fill Dirt (In Service Area)	\$ 20.00	\$ 24.00
Transportation Surcharge	\$ 17.75	\$ 18.50
<u>New Rates</u>		
Clean Culls		\$ 14.00/ton
Commercial Refrigerant Units		\$ 50.00/ea.
MAPP Gas Cylinders (Welding)		\$ 15.00/ea.

2

AB939 Fees

	FY 2016-17	FY 2017-18	FY 2018-19	Total Tonnage FYE 2017-19	Allocation Percentage	Annual AB939 Fee	Monthly AB939 Fee
Soledad	7,136	7,472	7,628	22,236		\$ 129,657	\$ 10,805
Greenfield	6,604	6,747	7,035	20,386		118,870	9,906
Gonzales	3,412	3,451	3,573	10,436		60,852	5,071
Tri Cities (Combined)	17,153	17,670	18,236	53,059	11.0%	309,383	25,782
Salinas	96,838	97,601	96,508	290,947	60.3%	1,696,497	141,375
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King City	8,485	8,875	8,711	26,071	5.4%	152,019	12,668
	<u>157,267</u>	<u>160,814</u>	<u>164,688</u>	<u>482,769</u>	100.0%	<u>\$ 2,815,000</u>	<u>\$ 234,583</u>

3

Residential Rates (Estimate)

Hauler	Service Level	FY 2019-20 Rate	Organics Fee Increases	Transp. Increase	AB939 Increase	* Total SVSWA Increase
Republic	32 gal	26.35	-	\$.06	\$.02	\$.08
Tri Cities	48 gal	30.48	\$.20	\$.00	\$.06	\$.26
WM- County	35 gal	33.53	\$.02	**	\$.10	\$.12
WM- King City	35 gal	35.10	\$.04	\$.09	\$.05	\$.18

- Does not include jurisdiction fees (i.e. franchise fees) outside of SVSWA control
- ** Minimal use of SVSWA transfer services

4

Commercial Rates (Estimate) SVSWA Related Increases Only

Hauler	Service Level	FY	Organics		AB939 Increase	* Total SVSWA
		2019-20 Rate	Fee Increases	Transp. Increase		Increase
Republic	1 cy	304.17	-	\$.20	\$.06	\$.26
Trí Cities	1 cy	182.79	-	-	\$.34	\$.34
WM- County	1 cy	190.88	\$.15	**	\$.57	\$.72
WM- King City	1 cy	147.53	\$.12	\$.39	\$.23	\$.74

- Does not include jurisdiction fees (i.e. franchise fees) outside of SVSWA control
- ** Minimal use of SVSWA transfer services

5

Commercial Rates (Estimate) SVSWA Related Increases Only

Hauler	Service Level	FY	Organics		AB939 Increase	* Total SVSWA
		2019-20 Rate	Fee Increases	Transp. Increase		Increase
Republic	3 cy	433.62	-	\$.61	\$.15	\$.76
Trí Cities	3 cy	429.69	-	-	\$ 1.01	\$ 1.01
WM- County	3 cy	440.94	\$.35	**	\$ 1.31	\$ 1.66
WM- King City	3 cy	333.62	\$.27	\$.89	\$.51	\$ 1.67

- Does not include jurisdiction fees (i.e. franchise fees) outside of SVSWA control
- ** Minimal use of SVSWA transfer services

6





Report to the Board of Directors

Date: April 16, 2020
From: Patrick Mathews, General Manager/CAO
Title: Update on the Emergency Response Related to COVID-19

ITEM NO. 8

N/A

Finance and Administration
Manager/Controller-Treasurer

N/A

General Manager/CAO

N/A

Legal Counsel

**AN UPDATE WILL BE GIVEN
AT THE MEETING**



COVID-19 Social Distancing Protocol

Operations and Office Workspace Directives and Procedures:

- Maintain social distancing of six feet (6') or more at all times in all common areas or when interacting with the public or vendors.
- Check temperatures of all employees at the beginning of shift and upon return from time off or days off work. Any employee recording a temperature of 100.4 or higher will be asked to go home for 72 hours and self-monitor.
- Employees are required to fill out COVID-19 health questionnaire upon returning to work from paid time off or regular days off. (copy attached)
- All group meetings of three or more are to be conducted via phone, teleconference or held outside where adequate space allows for enhanced social distancing of 6 feet or more.
- Keep departmental groups separated to the greatest degree possible. Staff cannot congregate in the breakrooms
- Employees are to take breaks in open air areas located onsite or in their vehicle.
- Face masks required at all times on-site with the exceptions when:
 - Only one (1) person in the cab of their equipment
 - Office staff when at desks in their office when only one person in the office
- Field Operations staff provided disposable gloves for use as glove liners.
- Scale house cashiers are required to wear disposable gloves as Personal Protective Equipment at all times while handling cash and completing transactions. No more than one (1) scale house cashier at a time in the Scale servicing customers
- Do not enter offices to talk with office personnel. Stand in doorways 6' or more away or communicate via phone or cell whenever possible.
- All vendors and delivery personnel must stay out of all Authority main office. Deliveries are dropped off in the lobby.
- All drivers or equipment operators assigned a designated truck or piece of equipment to minimize exposure. They are required to sanitize their equipment daily.
- Plexi-glass shields have been installed at all scale houses to protect employees while conducting customer transactions.
- Scale House employees are not conducting load checks to minimize exposures or exiting the scale house when the public is present.
- Diversion workers are guiding and parking vehicles from a distance. Vehicle are backed up in a staggered manner to ensure social separation between customers while using the transfer stations. At the landfill and transfer stations 6'-10' spacing is being provided for social distancing.
- Diversion workers are not recovering any recyclables from the waste to minimize exposure. Large metal or portion of recyclable material is being removed with loaders to avoid contact.
- The public is being encourage to self-separate their recyclables at the Materials Recovery Centers with strict social distancing being enforced by Staff.
- HHW employees are requiring customers to stay in their vehicle while being unloaded and verbally providing contact information for documentation.



COVID-19 Social Distancing Protocol

- Approximately 25%-30% of Field Operation employees are being cycle out of the workforce every two weeks to ensure a healthy staff is available to work should the workforce be impacted by COVID-19. (6-week plan)

Clothing Safety Guidance:

- Operations staff should wear company-issued uniform shirts and remove them before leaving the job site or entering their homes. Uniform laundry service is conducted weekly by a contracted vendor. Take off shoes/boots before entering their homes.
- All office staff not required to wear uniforms should remove shoes and outerwear either outside of their homes or in a designated location of their homes that can be cleaned and disinfected.
- Employees are provided cloth bandana style protection / disposable face masks / and washable mask to use while at work.

Disinfection Practices:

- Spray bottle disinfectant and wipes are provided in all mobile equipment for operators to clean when transitioning into a piece of equipment at the beginning of each shift and when transferring between pieces of equipment during a shift. Clean/disinfect cabs and exterior door handles of equipment three (3) times per day (start of shift, after lunch, end of shift), as well as at any time that a change of Equipment Operator in a piece of equipment.
- Staff assigned to do sanitary/disinfectant cleaning in breakrooms, locker room, bathrooms, and MRC areas several times a day.
- Scale house cashiers will disinfect their stations including credit card machines and keyboards and at all staff transitions at individual workstations.
- Backpack sprayers are utilized daily at the end of the shift to disinfect common areas such as: locker rooms, breakroom, MRC, HHW, hand rails, door knobs, portable restroom facilities, hand wash stations, protective curtains, and in the public waiting area of the scale.
- **Industrial 30-gallon sprayer has been mounted onto all-terrain vehicles and used to disinfect high traffic areas utilized by the public, entrance facilities, and tipping pad.**
- A boot rinse area has been set up outside the breakroom to disinfect employee boots and office staff have access to Lysol spray for disinfecting shoe bottoms at office entrances.
- Sanitary wipes/liquid sanitizer will be maintained in the scale house to be utilized for cleaning pens and keypads after every credit card transaction.
- Portable handwash stations are located at the entrance and near the tipping pad of each facility with anti-bacterial soap and water for customers and employees to use. Portable restrooms are also equipped with handwash stations and anti-bacterial soap.



COVID-19 Screening Questionnaire

revised 04/01/2020

The safety of our employees, customers, families and public remain SVSWA's priority. As the COVID-19 outbreak continues to evolve and spread globally, SVSWA is monitoring the situation closely and will periodically update agency guidance based on current recommendations from the local, state and federal health organization. Only symptom-free employees are permitted at any of SVSWA's facilities at this time.

I understand that as a condition to work, the Authority reserves the right to request that I submit to fever check and screening questionnaire in light of the COVID-19 pandemic in order to maintain a safe and healthy workplace in order to provide essential services. Any failure to submit to a fever check and screening questionnaire will result in the Authority directing me to stay away from work until such time that it can be reasonably determined that I do not present a threat of exposure in the workplace in accordance with Authority policy.

I also understand that if I do show signs of having COVID-19, I must inform my supervisor immediately and the Authority may direct me to stay away from work in accordance with Authority policy and Governmental Orders.

Employee Name:	Phone Number:
Position:	Work Site:
Date:	Temperature Reading:

Self-Declaration

1	Have you been participating in voluntary and/or required self-quarantine? (To Include Shelter-in-Place at home and limited movements outside of your home beyond essential needs.) <input type="checkbox"/> YES <input type="checkbox"/> NO
2	Have you had close contact/exposure with or cared for someone diagnosed with COVID-19 or who is under investigation (waiting for test results) for COVID-19 within the last 14 days? <input type="checkbox"/> YES <input type="checkbox"/> NO
3	Have you experienced any cold or flu-like symptoms in the last 14 days (to include fever, cough, sore throat, respiratory illness, difficult breathing)? <input type="checkbox"/> YES <input type="checkbox"/> NO
4	In the last 14 days, have you traveled outside of your home county (Monterey, Santa Cruz, Santa Clara)? <input type="checkbox"/> YES <input type="checkbox"/> NO If YES, WHERE: _____
5	Have you traveled by airplane, cruise ship or train within the last 14 days? <input type="checkbox"/> YES <input type="checkbox"/> NO

Failure to answer questions truthfully and/or failure to disclose exposure may be subject to disciplinary action.

Signature: _____ Date: _____

Access to facility (circle one): **Approved** **Denied**



COUNTY OF MONTEREY HEALTH DEPARTMENT

Item NO. 8B
Published 04/14/2020

Elsa Jimenez, Director of Health

Administration
Behavioral Health

Clinic Services
Emergency Medical Services
Environmental Health/Animal Services

Public Health
Public Administrator/Public Guardian

April 9, 2020

Patrick Mathews
General Manager
Salinas Valley Solid Waste Authority
PO BOX 2159
Salinas, CA 93902-2159

RE: Emergency Waiver of Standards Approval Notice for the Sun Street Transfer Station; (SWIS No. 27-AA-0110)

Dear Mr. Mathews:

The Monterey County Environmental Health Bureau (MCEHB), Solid Waste Local Enforcement Agency (LEA), received your request for an Emergency Waiver of Standards for Sun Street Transfer Station on April 3, 2020. As a result of the State of Emergency proclaimed by California Governor Gavin Newsom in Executive Order N-25-20, the LEA has approved your request and is issuing the Emergency Waiver of Standards in the form of this notice.

The LEA finds that the request for Emergency Waiver of Standards for Sun Street Transfer Station does not pose a threat to public health and safety or the environment and meets the requirements of 14 CCR Section 17210.4 (a).

This Emergency Waiver of Standards allows the current permit conditions to be temporarily waived as follows:

- Permitted daily tonnage of 400 (TPD) will be waived to allow up to 500 TPD for a 30 day period.

At the end of 30 days, the operator shall submit to the LEA the tonnage and traffic reports for review. The waiver may be extended, modified, or rescinded at that time.

The total effective period of all waivers issued shall not exceed 120 days from the initial approval date pursuant to 14 CCR Section 17210.2 (d).

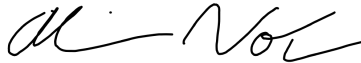
Pursuant to 14 CCR Section 17210.2(f), a waiver maybe be modified, canceled, or revoked by the LEA without advance notice should the LEA determine that any of the following occur:

1. The use of a waiver will cause or contribute to a public health and safety or environmental problem;
2. The terms of the waiver are not being used expressly to handle the state of emergency or local emergency and are not in the best interest of the public health and safety;
3. The waiver is no longer necessary; or
4. The operator is not utilizing disaster debris diversion programs to the extent feasible.

Pursuant to 14 CCR Section 17210.5, the operator shall submit a written report to the LEA every 90 days from the effective date of waiver until (1) the termination of the waiver or (2) there is no longer any discernable disaster related waste being processed or stored at the facility, whichever is later.

Should you have any questions, please contact me at (831) 755-4617 or email at votrana@co.monterey.ca.us.

Sincerely,



Alvin VoTran, REHS
Senior Environmental Health Specialist
Monterey County Environmental Health Department
Local Enforcement Agency
Solid Waste Services
CC:

Eric Kiruja – CalRecycle - Eric.Kiruja@CalRecycle.ca.gov

John Ramirez – MCEHB - Ramirezjl@co.monterey.ca.us

Maria Ferdin – MCEHB - Ferdinme@co.monterey.ca.us

Martin Fletcher – RWQCB – Martin.fletcher@waterboards.ca.gov



COUNTY OF MONTEREY HEALTH DEPARTMENT

Item No. 8C
Published 04/14/2020

Elsa Jimenez, Director of Health

Administration
Behavioral Health

Clinic Services
Emergency Medical Services
Environmental Health/Animal Services

Public Health
Public Administrator/Public Guardian

April 9, 2020

Patrick Mathews
General Manager
Salinas Valley Solid Waste Authority
PO BOX 2159
Salinas, CA 93902-2159

RE: Emergency Waiver of Standards Approval Notice for the Johnson Canyon Sanitary Landfill; (SWIS No. 27-AA-0005)

Dear Mr. Mathews:

The Monterey County Environmental Health Bureau (MCEHB), Solid Waste Local Enforcement Agency (LEA), received your request for an Emergency Waiver of Standards for Johnson Canyon Sanitary Landfill on April 3, 2020. As a result of the State of Emergency proclaimed by California Governor Gavin Newsom in Executive Order N-25-20, the LEA has approved your request and is issuing the Emergency Waiver of Standards in the form of this notice.

The LEA finds that the request for Emergency Waiver of Standards for Johnson Canyon Sanitary Landfill does not pose a threat to public health and safety or the environment and meets the requirements of 14 CCR Section 17210.4 (a).

This Emergency Waiver of Standards allows the current permit conditions to be temporarily waived as follows:

- Permitted daily tonnage of 1574 (TPD) will be waived to allow up to 2000 TPD for a 30 day period.
- Permitted vehicles per day of 265 (VPD) will be waived to allow up to 300 VPD for a 30 day period.

At the end of 30 days, the operator shall submit to the LEA the tonnage and traffic reports for review. The waiver may be extended, modified, or rescinded at that time.

The total effective period of all waivers issued shall not exceed 120 days from the initial approval date pursuant to 14 CCR Section 17210.2 (d).

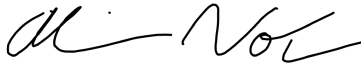
Pursuant to 14 CCR Section 17210.2(f), a waiver maybe be modified, canceled, or revoked by the LEA without advance notice should the LEA determine that any of the following occur:

1. The use of a waiver will cause or contribute to a public health and safety or environmental problem;
2. The terms of the waiver are not being used expressly to handle the state of emergency or local emergency and are not in the best interest of the public health and safety;
3. The waiver is no longer necessary; or
4. The operator is not utilizing disaster debris diversion programs to the extent feasible.

Pursuant to 14 CCR Section 17210.5, the operator shall submit a written report to the LEA every 90 days from the effective date of waiver until (1) the termination of the waiver or (2) there is no longer any discernable disaster related waste being processed or stored at the facility, whichever is later.

Should you have any questions, please contact me at (831) 755-4617 or email at votrana@co.monterey.ca.us.

Sincerely,



Alvin VoTran, REHS
Senior Environmental Health Specialist
Monterey County Environmental Health Department
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Solid Waste Services
CC:

Eric Kiruja – CalRecycle - Eric.Kiruja@CalRecycle.ca.gov

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Maria Ferdin – MCEHB - Ferdinme@co.monterey.ca.us

Martin Fletcher – RWQCB – Martin.fletcher@waterboards.ca.gov



Report to the Board of Directors

ITEM NO. 9

Finance and Administration
Manager/Controller/Treasurer

General Manager/CAO

R. Santos by E.T.

General Counsel

Date: April 16, 2020

From: Patrick Mathews, General Manager/CAO

Title: A Resolution Approving Amendment No. 2 to the Autoclave Technologies Agreement with Global OrganicS Energy, LLC (GOE)

RECOMMENDATION

Staff recommends that the Board adopt the resolution. The amendment extends the original exclusivity term through December 31, 2021 to accommodate further due diligence and evaluation of the commercial scale technology demonstration and possible future full commercialization by GOE.

STRATEGIC PLAN RELATIONSHIP

The recommended action will assist the Authority in supporting the Strategic Plan Goal to Select and Implement Facilities and Programs that lead to Achievement of at least 75% Waste Diversion.

FISCAL IMPACT

This action has no fiscal impact but does provide for continuation of a Public/Private business development opportunity and related due diligence that could have significant economic and sustainability benefits for the Authority and its jurisdictional members.

DISCUSSION & ANALYSIS

The purpose of this second amendment is to extend the Authority's rights to utilize this technology. This agreement is non-binding and supports continued due diligence by both parties prior to making any full-scale commercial project commitments. Agreements with GOE are all structured with GOE assuming the technology risks and the Authority acting in a supportive role and benefiting from the increased diversion provided by the technology.

As previously requested by the Board, the first step is to allow GOE to construct its Commercial Scale Demonstration Autoclave at Johnson Canyon Landfill which is necessary to provide engineering, financial and CEQA related information to better understand the economics, benefits and impacts associated with this innovative technology. The Authority's obligations under the Demonstration Project Agreement are limited to providing space for the demonstration and delivery of waste for processing and testing purposes. Facility operating permits for the demonstration project are already in place, however GOE will still be responsible for securing air and other ancillary permits. The demonstration project is expected to run for a period of approximately 12 months after construction.

On March 15, 2012, the Board approved an "Autoclave Technology Process" agreement providing the Authority with exclusive rights to negotiate use of the technology and for consideration of a public/private partnership (Attachment 3). On June 19, 2014, Amendment 1 to this agreement was approved, extending the agreement to 5 years, with all other terms and conditions remaining the same. This technology is intended to advance the Authority's goal of increasing diversion rates to 75% or above and recent State organics mandates.

Technology Overview

Paper based products and food waste make up well over half of the residential and "wet" commercial/agricultural post-recycled waste streams. Conservative data from the USDA and GOE research has shown waste reduction rates for the autoclave system can be 60% or more. This technology is designed to deal with specific types of wet wastes that are high in paper fiber and organic content such as post-recycled residential wastes and some types of commercial and agricultural waste. It also has the added benefit of recovering much of the food waste through the pulp washing process, which in turn can be used for energy production.

Mixed waste paper collected through recycling programs could also be processed in this system to manufacture paper grade pulp and bypass the many handling and shipping steps currently used to move recycled paper from homes and businesses to markets in the U.S and abroad, often located in Asia. Currently, Bay area materials recovery facilities are paying to recycle mixed recycled paper at rates of \$0 to \$15 per ton, and depending on distance to market consolidators and/or the Port of Oakland for shipping to Asian markets, trucking cost can easily more than double that cost. The greenhouse gas reduction potential for this process appears to be substantial and will be evaluated in greater detail as project development progresses. Additional summary information on the technology is included in Attachment 5.

GOE in partnership with the original designer (CR3) have now developed a fully integrated system to take the autoclave output and convert it into a clean, recyclable paper pulp as their preferred approach. Their system includes an array of autoclaves to handle up to 500-600 tons per day of feed stock, with expansion potential to grow to over 1,000 tons per day. The system also includes a pulp washing system to remove grit, food, and other organics recovered with the raw pulp. The cleaning process creates a market/manufacturing ready pulp feedstock for brown paper production, some of which is located in the greater Bay area. The dirty pulp wash water (aka, brown liquor) is then converted to methane using a liquid anaerobic digestion system. The resulting methane is used onsite to generate electricity to run the plant and the reclaimed wash water is recirculated back into the washing system with little or no discharge to the sewer system.

Recycling of a recovered commodity from our waste stream meets our goals of finding higher value in the materials divert from the landfill. This project has the potential to assist in meeting SB 1383 organics mandate as well as achieving the Authority's 75% diversion goal and the State's 75% diversion target.

BACKGROUND

The Authority has been actively involved in research and development of this technology with the U.S. Department of Agriculture and CR3 (the process creator) since 2006. The Autoclave Process Technology itself has been well tested and researched over this period with a number of patents arising out of the research performed at the Authority's Crazy

Horse Landfill. The autoclave itself is a relatively simple process, and the recovered paper pulp can be utilized in many different ways:

1. Production of clean, reusable paper pulp for manufacturing brown paper used in cardboard, paper bags and packaging, or
2. Feedstock for anaerobic digestion to produce methane for transportation fuels or electricity production, or
3. Feedstock for refinement into ethanol for transportation fuels, or
4. Co-composted with green waste for soil amendments.

The variable uses for this simple recovery process makes this technology a very attractive, cost effective and flexible waste recovery system for the Authority to consider further as one of the cornerstone projects necessary to meet our 75% diversion goal and the State diversion target as mentioned above. This technology also provides an alternative avenue to overcome some of the serious recycling market challenges for our industry and supports existing local paper fiber manufacturing.

The initial direction to study the benefits and environmental impacts of the steam autoclave was approved in January 2011 and fully supported by the Board's Conversion Technology Committee. GOE subsequently acquired CR3's intellectual property and patents, and has developed a fully integrated plan to use the autoclave output and convert it into a clean, recyclable paper pulp and renewable bio-energy.

Staff and our partners have all concluded that this specific technology lends itself well to recovery of paper pulp and organics (foodwaste) contained in the municipal waste stream currently going to our landfill. These two materials make up 50-60% of all waste presently landfilled. Through years of Board support and the commitment of our private partners and the USDA, we came to preliminary agreement on how this technology could be used to our community's benefit and integrated into the Authority waste management system.

ATTACHMENTS

1. Resolution – Global OrganicS Energy
2. Exhibit A - Amendment 2, Autoclave Process Technologies Agreement with Global OrganicS Energy
3. Autoclave Process Technologies Agreement, March 15, 2012 and Amendment 1, June 19, 2014
4. Commercial Demonstration Autoclave Unit Agreement, February 20, 2014
5. Clean Fiber and Organics Technology Summary

RESOLUTION NO. 2020 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING AMENDMENT NO.2 THE TO AUTOCLAVE PROCESS TECHNOLOGY AGREEMENT WITH GLOBAL ORGANICS ENERGY, LLC

WHEREAS, the Salinas Valley Solid Waste Authority (SVSWA) entered into a three-year Agreement with Global Organics Energy LLC (GOE) March 15, 2012 and as amended on June 19, 2014, for exclusive use of GOE's Autoclave Process Technology (APT); and,

WHEREAS, additional time is necessary to complete project due diligence, engineering and permitting; and,

WHEREAS, GOE is now coming to conclusion with securing private investment funding for this project, to commence with construction of a commercial sized demonstration of the autoclave to support technology review, engineering and future CEQA analysis; and,

BE IT FURTHER RESOLVED, BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY, that the General Manager/CAO is hereby authorized and directed for, and on behalf of, the Salinas Valley Solid Waste Authority to execute Amendment No. 2 to the GOE Autoclave Process Technology agreement by extending the original and amended exclusivity term to December 31, 2021 to accommodate the remaining demonstration project development timeline, 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 16th day of April 2020, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Robert Cullen, President

ATTEST:

APPROVED AS TO FORM:

Erika J. Trujillo, Clerk of the Board

Roy C. Santos, Authority General Counsel



EXHIBIT A

AMENDMENT NO. 2

WHEREAS, the Salinas Valley Solid Waste Authority (SVSWA) entered into a three-year Agreement with Global Organics Energy LLC (GOE) March 15, 2012 and as amended on June 19, 2014, for exclusive use of GOE's Autoclave Process Technology (APT); and,

WHEREAS, the additional time is necessary to complete the commercial scale demonstration project development; and

NOW THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as follows:

SVSWA and GOE entered into an Agreement on March 15, 2012 and as amended on June 19, 2014. All terms of the aforementioned agreement will continue in force with the exception of the following changes:

Section 2. EXCLUSIVITY

c) The Period of Exclusivity shall be defined as the time commencing on the date of the execution of this Agreement and **expire on December 31, 2021** ~~last for a period of five (5) years~~ unless earlier terminated by the mutual written consent of the parties hereto."

BE IT FUTHER RESOLVED that this Amendment No. 2 is made and entered into this 16th day of April 2020 (hereinafter "**Amendment 2**"), by and between Salinas Valley Solid Waste Authority, a joint powers authority organized under the laws of the State of California with offices located at 128 Sun Street, #101, Salinas, California 93901 (hereinafter "**Authority**"), Global Organics Energy, LLC (hereinafter "**GOE**") of Edina, Minnesota.

**SALINAS VALLEY SOLID WASTE
AUTHORITY**

GLOBAL ORGANICS ENERGY, LLC

By: _____
Patrick Mathews
General Manager/CAO

By: _____
Alexander S. Bascom, Jr.
Chairman of the Board, CO-CEO

EXHIBIT A

AUTOCLAVE PROCESS TECHNOLOGY AGREEMENT

This Autoclave Process Technology Agreement (this "Agreement") is executed by and between the Salinas Valley Solid Waste Authority, a California Joint Powers Agency (the "Authority") and Global OrganicS Energy, LLC, a Delaware limited liability company ("GOE") as of March 15, 2012.

WHEREAS:

A. The Authority is a Joint Powers Agency, whose members include the Cities of Salinas, Gonzales, Greenfield, King and Soledad and the County of Monterey; and

B. The Authority is responsible for the environmentally sound and cost effective management of Municipal Solid Waste ("MSW") within its borders. The Authority has adopted strategic goals of achieving at least 75% Diversion of MSW from landfill by 2015 and 50 years of sustainable MSW management and disposal capacity; and

C. An agreement was executed on July 20, 2006 by and between the Authority and Comprehensive Resource, Recovery and Recycling, Inc. ("CR3") for the purpose of relocation, testing and research of a proprietary steam autoclave process to convert MSW into marketable materials and/or to divert MSW from landfill disposal consistent with Authority's strategic goals and policies; and

D. The July 20, 2006 agreement was amended to extend the term of the agreement between the Authority and CR3 on July 19, 2007; and

E. GOE is the successor-in-interest to CR3, the predecessor company which developed and patented processes to convert MSW using an autoclave into marketable materials and/or to divert them from landfill disposal; and

F. GOE represents and warrants to the Authority that it has exclusively licensed in the United States (among other areas) from CR3 all right title and interest in the patented autoclave processes to convert MSW into marketable materials and divert them from disposal in a landfill, and that GOE licenses such intellectual property and rights free of any liens, encumbrances or legal challenges which would affect or limit in any way GOE's legal ability to continue to develop the technology with the Authority; and

G. The Parties desire by this agreement to continue a contractual relationship established with GOE's predecessor CR3 and realize the benefits of the July 20, 2006 agreement as amended in 2007 to continue development of the technology and to facilitate the Authority and GOE potentially utilizing the autoclave conversion process technology previously studied on a pilot basis pursuant to the 2006 agreement. In connection therewith, the Authority has contributed the use of facilities, utilities, labor,

equipment, transportation of feedstock, and storage of accumulated materials pursuant to the Pilot Project, which contributed to the development of the autoclave technology; and

H. The Authority has considered utilizing the technology and to that end has participated in a demonstration application of the conversion technology pursuant to the 2006 agreement with CR3 to determine if the technology is suitable for the purposes of processing MSW, and the Authority now desires to further pursue entering into an arrangement with GOE to jointly permit, construct and operate one or more projects based on incorporating the proprietary technology owned and controlled by GOE; and

I. The final terms and conditions of any such arrangement between the Authority and GOE cannot be definitively determined at this time without further investigation and due diligence by the Parties and therefore the Parties hereto shall enter into a period of exclusivity further defined below such that GOE agrees that it shall not license the Autoclave Process Technology (as defined below) to any other person or entity in Monterey County, California and the Authority agrees for its part that it shall not enter into any arrangement with another person or entity that shall provide similar autoclaving technology; and

J. The Authority's ultimate determination on whether to use the Autoclave Process Technology, if any there be, is subject to applicable environmental laws and regulations, including without limitation compliance with the provisions of the California Environmental Quality Act (CEQA) to evaluate the potential environmental effects of any s project utilizing the Autoclave Process Technology; and

K. The Authority's agreement as provided herein to exercise due diligence and negotiate the terms by which it may utilize the Autoclave Process Technology at some point in the future, is not a "project" within the meaning of CEQA; the Parties understand and agree that except as provided herein, this Agreement does not commit the Authority to any specific course of action or commitment of resources with respect to obtaining rights for possible use in the future; and

L. Both Parties acknowledge they will work in good faith with a goal to create a mutually acceptable final agreement and such final agreement shall include a license of the Autoclave Process Technology to an entity owned by both parties hereto, subject to applicable laws including compliance with CEQA,

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants set forth below, the adequacy of which is deemed sufficient, the Parties mutually agree as follows:

1. AUTOCLAVE PROCESS TECHNOLOGY

The Autoclave Process Technology covered by this Agreement, shall include the following:

a) The patents licensed by GOE from CR3, which patents are more fully set forth on Exhibit A, attached hereto.

b) Any future patents obtained by GOE directly related to the patents set forth on Exhibit A.

c) The related know-how, technology and trade secrets owned by or licensed to GOE related to the patents set forth in a) and b), above. All of technology referenced in these subsections a), b) and c) shall be referred to collectively as the "Autoclave Process Technology."

d) The foregoing notwithstanding, "Autoclave Process Technology" shall not mean any technology or information which is in the public domain on the effective date of this Agreement, later becomes part of the public domain, or is not subject to applicable federal or state trade secrets law, the California Public Records Act, or federal patent law.

2. EXCLUSIVITY

a) GOE agrees that during the Period of Exclusivity (as defined in c) below), GOE shall not license the Autoclave Process Technology to any other person or entity for use in the County of Monterey, California.

b) The Authority agrees that during the Period of Exclusivity it shall not license or otherwise obtain the right to use technology similar to the Autoclave Process Technology except from GOE.

c) The Period of Exclusivity shall be defined as the time commencing on the date of the execution of this Agreement and last for a period of three (3) years unless earlier terminated by the mutual written consent of the parties hereto.

3. RESPONSIBILITIES OF THE PARTIES

a) Within four (4) months after the execution of this Agreement, GOE and the Authority shall work together to create a term sheet setting forth the various tasks expected to be performed by each Party and an estimated timeframe therefore in connection with a final project to be created in connection with the Autoclave Process Technology in Monterey County (the "Final Project"). This term sheet shall not be legally binding upon either Party hereto and may be changed and modified as either Party sees fit.

b) In consideration of the promises and covenants of the Parties as set forth in this Agreement, the Authority shall make an line item allocation in the Authority's annual budget for fiscal year 2012-13 in the amount of one hundred

thousand dollars (\$100,000.00) to facilitate and be applied toward the costs of a Final Project. This Authority line item budget allocation shall be earmarked and set aside solely for the purposes set forth herein, and subject to applicable laws, may not be appropriated or otherwise expended by the Authority during the 2012-13 fiscal year.

c) During the Period of Exclusivity, the Parties hereto agree to enter into good faith negotiations to enter into a final agreement for the Final Project (the "Final Agreement"). The Final Agreement shall be subject to applicable laws including CEQA and shall include a license of the Autoclave Process Technology to an entity owned by both Parties hereto, unless the Parties hereto agree otherwise in writing. However, nothing in this Agreement shall obligate the Parties to enter into the Final Agreement.

d) Each party is responsible for all costs and expenses incurred by it in complying with the terms and conditions of this Agreement. The Confidentiality and Non-Disclosure provisions of Section 5, the Ownership of Further Technology provisions of Section 6, and the Indemnification provisions of Section 7 shall all survive the termination of the Period of Exclusivity and the termination of this Agreement.

4. ASSIGNABILITY

This Agreement may not be assigned by either Party without the express prior written consent of the other Party, which shall not be unreasonably withheld.

5. CONFIDENTIALITY AND NON-DISCLOSURE

GOE proposes to disclose certain of its confidential and proprietary information (the "Confidential Information") to the Authority. The Authority agrees to disclose the Confidential Information (as further defined below) only to those of its employees, agents, Affiliates and representatives who require access to such Confidential Information in order to perform under this Agreement. An Affiliate of the Authority as used in this paragraph means any person or entity controlling, controlled by or under common control with the Authority. Confidential Information shall include all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to the Authority or its employees, agents, Affiliates and representatives, by GOE. "Confidential Information" shall not mean or include any information not expressly protected by applicable federal or state trade secrets laws, or which is available through publicly available means and sources such as Google internet searches, or which becomes publicly

available by any lawful means during the term of this Agreement. The provisions of this Section 5 shall survive the termination of this Agreement.

6. OWNERSHIP OF FURTHER TECHNOLOGY

All Inventions, as defined below, made, conceived, or completed by GOE or its employees, agents, Affiliates and representatives, individually or in conjunction with others, including Authority employees in the performance of this Agreement, shall be the property of GOE. "Inventions" shall be defined as discoveries, concepts, and ideas, whether patentable or not, including, but not limited to, processes, methods, formulas, compositions, techniques, articles, and machines, as well as improvements thereof or know-how related thereto or relating to GOE's business, including, actual or anticipated research and development of GOE and specifically including, without limitation, the Autoclave Process Technology. "Inventions" shall not mean or include technology or information that is publicly available and accessible through lawful means such as internet Google searches and the like as of the effective date of this Agreement, or that would not be protected under applicable federal or state trade secrets laws or federal patent law. The Authority shall ensure that any contracts or other arrangements it makes with vendors, agents, employees and similar persons or entities protect GOE's Inventions as defined in this Section 6. The provisions of this Section 6 shall survive the termination of this Agreement.

7. INDEMNIFICATION.

a) GOE shall indemnify and save harmless the Authority, its officers, directors, employees, partners, agents, insurers and representatives from and against any and all claims of any kind, liabilities and losses for injury to persons or damage to property, including without limitation patent infringement claims or any claims alleging restraint of trade or property, including intellectual property, resulting from any act or omission of GOE, its subcontractors, consultants, agents, or employees, including any and all expense, legal or otherwise, incurred in the defense of any claim or suit arising out of or related to GOE's performance of this Agreement.

b) The Authority shall indemnify and save harmless GOE, its officers, directors, employees, partners, agents, insurers and representatives from and against any and all claims of any kind, liabilities and losses for injury to persons or damage to property, resulting from any intentional or negligent act or omission of the Authority, its subcontractors, consultants, agents, or employees, including any and all expense, legal or otherwise, incurred in the defense of any claim or suit arising out of or related to the Authority's performance of this Agreement.

c) The provisions of this Section 7 shall survive the termination of this Agreement.

8. OTHER TERMS AND PROVISIONS

a) Notices. All notices hereunder shall be given in writing and shall be effective upon receipt by the addressee, including by facsimile, at the address set forth below the applicable Party's signature below. A Party may change its address by notice to the other Party.

b) Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and shall not be amended, nor may any rights hereunder be waived, except by written agreement executed by the Party or Parties to be charged with such amendment or waiver.

c) No Waiver. The failure of either Party to insist upon or enforce strict performance by the other of any of the terms of this Agreement, or to exercise any rights herein, shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon such terms or rights.

d) Counterparts. This Agreement may be executed by facsimile, including by electronic transmission, and in counterparts.

e) Severability. If any provision of this Agreement is invalid or unenforceable, such provision shall be fully severable from this Agreement and the other provisions hereof shall remain in full force and effect and shall be liberally construed in order to carry out the provisions and intent hereof or thereof, as applicable.

f) Successors; No Third Party Beneficiaries. This Agreement shall be binding upon the Parties hereto and, except as otherwise prohibited, their respective successors and assigns and nothing contained in this Agreement, express or implied, is intended to confer upon any other person or entity any benefits, rights or remedies, including the rights of a third party beneficiary, except as set forth in Section 7 regarding indemnification.

g) References; the word "including" shall mean "including, without limitation."

h) Attorneys' Fees and Costs. The prevailing Party to any dispute arising out of this Agreement shall be entitled to recover its reasonable attorney's fees and costs from the other Party.

i) Interpretation. This Agreement shall be interpreted and subject to the laws of the State of California.

This Agreement is executed as of the date noted above.

SALINAS VALLEY SOLID WASTE AUTHORITY

By: _____

Title: General Manager/CAO

Address: 128 Sun Street, Suite 101, Salinas, Ca 93901

GLOBAL ORGANICS ENERGY, a Delaware LLC

By: _____

Title: _____

Address: Global OrganicS Energy LLC, 7400 Metro Blvd, Suite 100
Edina, Minn. 55439

This Agreement is executed as of the date noted above.

SALINAS VALLEY SOLID WASTE AUTHORITY

By: Patricia M. [Signature]

Title: General Manager/CAO

Address: 128 Sun Street, Suite 101, Salinas, Ca 93901

GLOBAL ORGANICS ENERGY, a Delaware LLC

By: MS [Signature]

Title: Chairman & Co-CEO

Address: Global Organics Energy LLC, 7400 Metro Blvd, Suite 100
Edina, Minn. 55439



[11] Patent Number: 5,540,391

[45] Date of Patent: Jul. 30, 1996

- | | | | |
|-----------|---------|---------------|---------|
| 4,540,495 | 9/1985 | Holloway | 210/74 |
| 4,844,351 | 7/1989 | Holloway | 241/19 |
| 4,974,781 | 12/1990 | Placzek | 241/17 |
| 5,095,968 | 3/1992 | Didion | 164/404 |
| 5,119,994 | 6/1992 | Placzek | 241/17 |
| 5,148,997 | 9/1992 | Gotoh et al. | 241/65 |
| 5,190,226 | 3/1993 | Holloway | 241/23 |
| 5,313,913 | 5/1994 | Onishi et al. | 122/4 |

5,119,994	6/1992	Placzek	241/17
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5,148,997	9/1992	Gotoh et al.	241/65
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5,190,226 3/1993 Holloway 241/23

FOREIGN PATENT DOCUMENTS

WO93/6946 4/1993 WIPO.

Primary Examiner—Timothy V. Eley

Attorney, Agent, or Firm—Burns, Doane, Swecker & Mathis

- [57]
- ABSTRACT**

[57]

ABSTRACT

A method for treating process material can include introducing process material into two different vessels, raising the temperature within one of the vessels through the introduction of steam to heat the material in the vessel, and reducing the temperature in the one vessel while also increasing the temperature in the other vessel by venting the interior of the one vessel to the interior of the other vessel.

A method for treating process material can include introducing process material into two different vessels, raising the temperature within one of the vessels through the introduction of steam to heat the material in the vessel, and reducing the temperature in the one vessel while also increasing the temperature in the other vessel by venting the interior of the one vessel to the interior of the other vessel.

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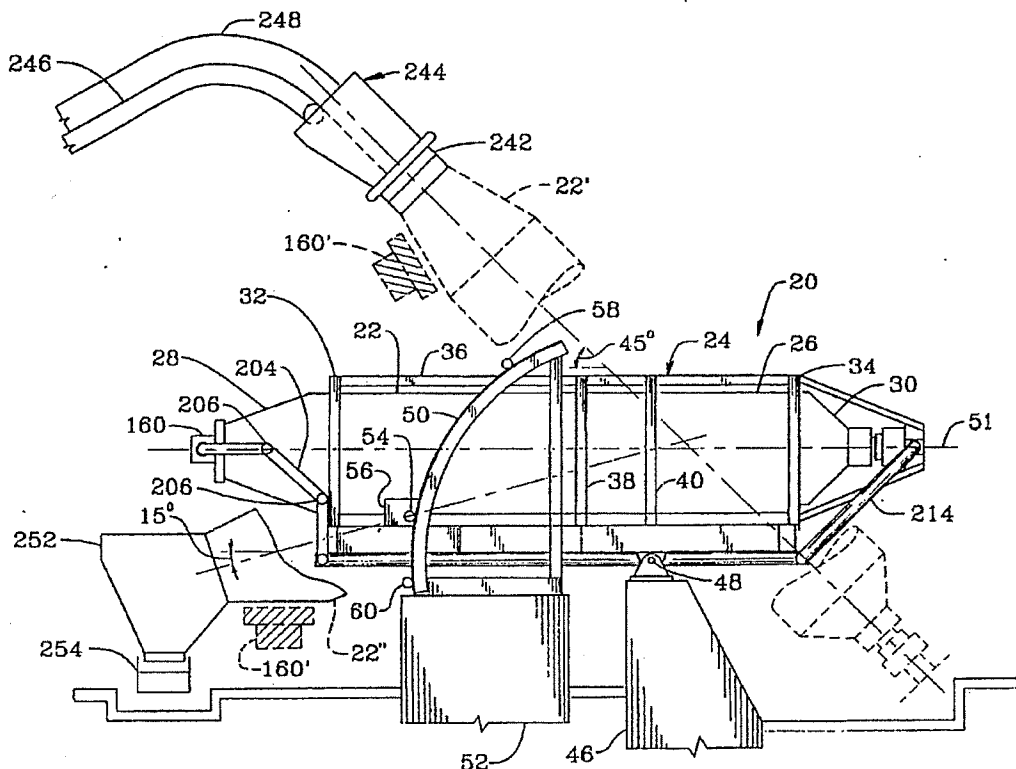
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18 Claims, 16 Drawing Sheets

18 Claims, 16 Drawing Sheets





US005655718A

United States Patent [19]
Anderson

[11] Patent Number: 5,655,718
[45] Date of Patent: Aug. 12, 1997

[54] APPARATUS, SYSTEM AND METHOD FOR
TREATING PROCESS MATERIAL SUCH AS
WASTE MATERIAL

1283656 11/1968 Germany 241/45
WO 93/6946 4/1993 WIPO .

[76] Inventor: Joseph Anderson, 323 Stockbridge
Ave., Atherton, Calif. 94027

Primary Examiner—Mark Rosenbaum
Attorney, Agent, or Firm—Burns, Doane, Swecker &
Mathis, L.L.P.

[21] Appl. No.: 447,036

[22] Filed: May 22, 1995

Related U.S. Application Data

[62] Division of Ser. No. 149,786, Nov. 10, 1993, Pat. No.
5,445,329.

[51] Int. Cl.⁶ B02C 23/38

[52] U.S. Cl. 241/17; 241/23; 241/44;
241/299

[58] Field of Search 241/17, 65, 21,
241/23, 67, 299, 57, 161, 163, DIG. 38,
137, 134, 43, 44, 45; 162/23, 37, 40, 46,
58, 68, 244

[56] References Cited

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3,921,918 11/1975 Peterson 162/23 X
4,342,830 8/1982 Holloway .
4,540,495 9/1985 Holloway .
4,844,351 7/1989 Holloway .
4,974,781 12/1990 Placzek .
5,095,968 3/1992 Didion 241/65 X
5,119,994 6/1992 Placzek .
5,148,997 9/1992 Gotoh et al. .
5,190,226 3/1993 Holloway 241/23
5,313,913 5/1994 Ohshita et al. .

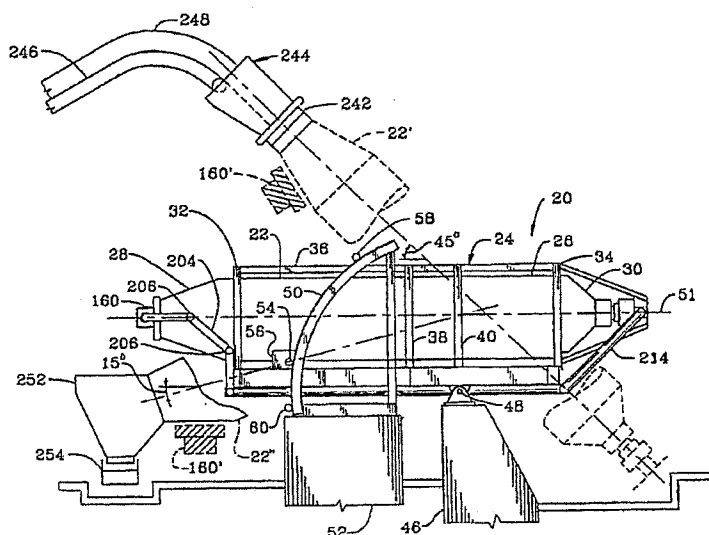
FOREIGN PATENT DOCUMENTS

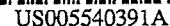
672885 2/1939 Germany 241/43

[57] ABSTRACT

An apparatus for treating process material includes a vessel into which process material can be introduced, an arrangement for introducing steam into the interior of the vessel to heat and impart moisture to process material in the vessel, and several fluid transport conduits extending helically through the vessel for conveying heated fluid through the vessel between opposite ends of the vessel in order to raise the temperature and pressure within the vessel to treat the material while also allowing the moisture content of the process material to be reduced. The fluid transport conduits are also configured to contact the process material and assist in treating and densifying the material. The vessel can also be adapted to be pivoted so that the forward end of the vessel can be selectively positioned above and below a horizontal position. The vessel can also be interconnected with one or more similarly configured vessels to define a system for treating process material. The system can include an arrangement that allows steam and heat from a hot vessel to be conveyed to a cold vessel. A method for treating process material can include introducing process material into two different vessels, raising the temperature within one of the vessels through the introduction of steam to heat the material in the vessel, and reducing the temperature in the one vessel while also increasing the temperature in the other vessel by venting the interior of the one vessel to the interior of the other vessel.

19 Claims, 16 Drawing Sheets





Anderson

[45] **Date of Patent:** Jul. 30, 1996

- | | | | |
|-----------|---------|---------------|---------|
| 4,540,495 | 9/1985 | Holloway | 210/74 |
| 4,844,351 | 7/1989 | Holloway | 241/19 |
| 4,974,781 | 12/1990 | Placzek | 241/17 |
| 5,095,968 | 3/1992 | Didion | 164/404 |
| 5,119,994 | 6/1992 | Placzek | 241/17 |
| 5,148,997 | 9/1992 | Gotoh et al. | 241/65 |
| 5,190,226 | 3/1993 | Holloway | 241/23 |
| 5,313,913 | 5/1994 | Onishi et al. | 122/4 D |

FOREIGN PATENT DOCUMENTS

WO93/6946 4/1993 WIPO.

Primary Examiner—Timothy V. Eley

Attorney, Agent, or Firm—Burns, Doane, Swecker & Mathis

- [58] Field of Search 241/15, 17, 18,
241/21, 23, 30, 47, 65, 57, 278.2, 220,
277; 366/227, 228, 27, 24, 25, 45, 59, 147;
34/435, 434, 457, 87, 90, 122, 127, 129,
138; 165/90, 89; 237/10, 67, 73

[56] **References Cited**

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4,342,830 8/1982 Holloway 435/161

[57] **ABSTRACT**

A method for treating process material can include introducing process material into two different vessels, raising the temperature within one of the vessels through the introduction of steam to heat the material in the vessel, and reducing the temperature in the one vessel while also increasing the temperature in the other vessel by venting the interior of the one vessel to the interior of the other vessel.

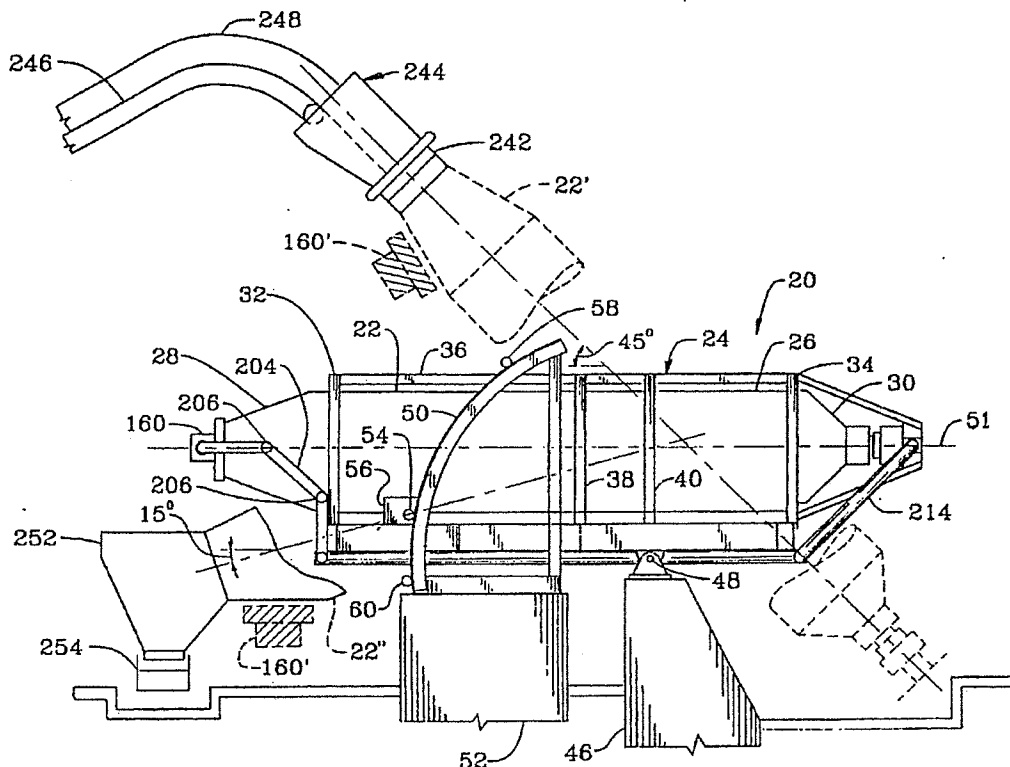




EXHIBIT A

AMENDMENT NO. 1

WHEREAS, the Salinas Valley Solid Waste Authority (SVSWA) entered into a three-year Agreement with Global Organics Energy LLC (GOE) March 15, 2012, for exclusive use of GOE's Autoclave Process Technology (APT); and,

WHEREAS, the SVSWA agreed to non-binding terms for development of a public/private partnership with GOE on May 17, 2012; and,

WHEREAS, siting of a facility to support SVSWA long range facility development goals and objectives, potentially including GOE's technology, is coming to conclusion; and

WHEREAS, the additional time is necessary to complete project development, environmental review and permitting;

NOW THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as follows:

SVSWA and GOE entered into an Agreement on March 15, 2012. All terms of the aforementioned agreement will continue in force with the exception of the following changes:

Section 2. EXCLUSIVITY

c) The Period of Exclusivity shall be defined as the time commencing on the date of the execution of this Agreement and last for a period of ~~three (3)~~ five (5) years unless earlier terminated by the mutual written consent of the parties hereto."

BE IT FUTHER RESOLVED that this Amendment No. 1 is made and entered into this 19th day of June 2014 (hereinafter "**Amendment**"), by and between Salinas Valley Solid Waste Authority, a joint powers authority organized under the laws of the State of California with offices located at 128 Sun Street, #101, Salinas, California 93901 (hereinafter "**Authority**"), Global Organics Energy, LLC (hereinafter "**GOE**") of Edina, Minnesota.

**SALINAS VALLEY SOLID WASTE
AUTHORITY**

By: Patrick Mathews
Patrick Mathews
General Manager/CAO

GLOBAL ORGANICS ENERGY, LLC

By: Alexander S. Bascom, Jr.
Alexander S. Bascom, Jr.
Chairman of the Board, CO-CEO

to 3/14/17

6/19/14 to
6/18/19



SalinasValleyRecycles.org

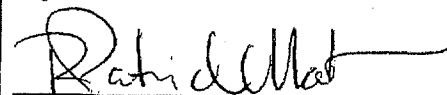
SALINAS VALLEY SOLID WASTE AUTHORITY

Report to the Board of Directors

ITEM NO. 14


Finance Manager/Controller-Treasurer

Tom Bruen by sw
Legal Counsel


General Manager/CAO

Date: February 20, 2014

From: Susan Warner, Diversion Manager

Title: A Resolution Accepting the Global Organics Energy, LLC Proposal to Site a Demonstration Autoclave Unit at the Johnson Canyon Landfill

RECOMMENDATION

Staff recommends that the Board approve the Resolution allowing the siting of a Demonstration Autoclave Unit at the Johnson Canyon Landfill.

STRATEGIC PLAN RELATIONSHIP

The recommended action helps support the 75% diversion goal by advancing the autoclave to the demonstration level.

FISCAL IMPACT

Global Organics Energy (GOE) proposes to fund the entire cost of the demonstration unit including reimbursement of Authority staff time.

DISCUSSION & ANALYSIS

Based on numerous tests of the pilot autoclave, moving to the next level of development is the logical step for the Authority and GOE to further investigate the technology. As described in their proposal, GOE will install and operate the demonstration equipment at the Johnson Canyon Landfill, execute the number of operating runs necessary to complete and document the technical, engineering and commercial evaluation of the process. The Authority would prepare for the installation by completing the environmental study, securing appropriate permits, and site preparation. Once the demonstration unit is installed, the Authority would provide solid waste handling and related support. GOE would reimburse expenses for staff time and other costs.

In accordance with the County's rescinding its Notice to Withdraw from the Authority, all Board members present representing the County, must vote in favor of this Resolution for it to pass. Additionally, discussions between the City of Salinas and the Authority concerning relocation of the Sun Street transfer station are not affected by GOE's proposal.

BACKGROUND

Since 2005 the Authority has been working with the United States Department of Agriculture and initially CR³ to research the steam autoclave through a pilot unit located at the Crazy Horse Landfill. The initial direction to study the environmental impacts of the steam autoclave was approved in January 2011. GOE subsequently acquired CR³'s intellectual property and patents, and has developed a fully integrated plan to use the autoclave output and convert it into a clean, recyclable paper pulp. The system includes

a pulp washing system to remove grit, food, and other organics recovered with the raw pulp. The cleaning process creates a market ready pulp feedstock for brown paper production. To perpetuate the study of the autoclave technology, the Authority entered into an Autoclave Process Technology agreement with GOE in March 2012. A Non-Binding Term Sheet for the development of the autoclave technology was approved on May 17, 2012. Neither agreement specifically authorized a demonstration or final autoclave project, recognizes the environmental review requirement under CEQA, and the need to acquire land use and operating permits. The Term Sheet refers to the Final Project, which in Phase I would process up to 600 tons per day; and up to 1,200 tons per day for Phase II.

ATTACHMENTS

1. Resolution
2. Exhibit A GOE Demonstration Autoclave Proposal
3. Project Description

RESOLUTION NO. 2014 - 05

**A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY
ACCEPTING THE GLOBAL ORGANICS ENERGY, LLC.
PROPOSAL TO SITE A DEMONSTRATION AUTOCLAVE UNIT
AT THE JOHNSON CANYON LANDFILL**

WHEREAS, the Authority has participated in the research and development of the Global Organics Energy (GOE) (previously CR3) Autoclave Process Technology since 2007 and has housed the pilot plant at the Authority's Crazy Horse landfill for such purposes, and

WHEREAS, the Authority has determined through its participation in the technology research that the Autoclave Process Technology can significantly reduce the amount of waste currently destined for landfilling, in a manner consistent with the Authority's Mission, Vision and Values, and

WHEREAS, GOE has submitted a Proposal to site a Demonstration Autoclave Project at the Johnson Canyon Landfill, and

WHEREAS, this action is limited to the Demonstration Autoclave Unit and does not alter or amend the "Autoclave Process Technology Agreement" approved March 15, 2012 or the "Term Sheet for Use of the Autoclave Process Technology in Public/Private Partnership" approved May 17, 2012.

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 (Authority) to accept the Proposal for a Demonstration Autoclave Unit at the Johnson Canyon Landfill presented by Global Organics Energy, LLC, subject to the terms and conditions as attached hereto and marked "Exhibit A", and to prepare and execute with legal counsel approval, all regulatory applications, vendor land leases and agreements necessary to facilitate the demonstration project.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at its regular meeting duly held on the 20th day of February 2014, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

ATTEST:

Elizabeth Silva, President

Elia Zavala, Clerk of the Board

Attachment 2

EXHIBIT A

Global OrganicS Energy Demonstration Unit Proposal

Global OrganicS Energy // GOE desires to construct an Autoclave Demonstration Unit (the Unit) to complete technical, engineering and commercial evaluation of the technology and to demonstrate the autoclave for local stakeholder's consideration.

The Project Description is attached for review. In summary, the Unit will consist of a 10' x 40' autoclave above an articulation pit, feed hopper and conveyor, discharge conveyor, trommel screens and 30 cubic yard bins for recycled fiber, plastic and metal recyclables recovery. The articulation pit is located under the rear of the autoclave to allow room to achieve the appropriate loading angle. Supporting equipment includes a steam generator, hot oil generator, a steam evacuation eductor with water cooling tank, diesel storage tank, electrical equipment, process controls, tools storage area and an office trailer. A diagram is attached for your review.

GOE proposes to provide all funding for the tasks listed below. GOE will work with the Authority in completing the lease and the listed tasks including:

- a) Permitting and preparing a Site (location to be selected by the Authority at the Johnson Canyon Landfill) and improvements necessary to locate and construct the Unit and ancillary equipment and structures; and securing all necessary permits for grading, construction, temporary buildings and operating.
- b) Obtaining separate PG&E services and metering.
- c) Obtaining adequate water supply.
- d) Providing all equipment and personnel necessary to properly design and construct the Unit.
- e) Providing and coordinating the municipal solid waste associated with the Unit. Removing and properly storing hazardous waste detected prior to introduction into the feed hopper. Storing pre- or post-processed material shall be in covered containers for no more than 24 hours, or in sealed and refrigerated transfer trailers for a period of no more than 7 days. Recyclable materials are to be stored in containers and removed from the project site, as needed.
- f) Providing fully trained personnel to operate and maintain equipment and the facility to the standards of a permitted waste processing facility operator in California, including complying with all applicable Federal, State and local laws, regulations and permits, as well as CalOSHA standards.
- g) Developing an Injury and Illness Prevention Program and Safe Operating practices and ensuring compliance.
- h) Ensuring the test protocol is developed and documentation maintained to attest to compliance. Retention of all records bearing on the operation of the Demonstration Unit. The Authority shall have the right to inspect and review information and specific documents or records.

GOE DEMONSTRATION UNIT PROPOSAL

Page two

- i) Capturing and discharging any wastewater to an approved location.
- j) Removing from the site the autoclave, equipment, structures and buildings within two years of the conclusion of the Demonstration Unit.
- k) Indemnification and insurance as required by the Authority.
- l) Provide a surety in a form and value acceptable to the Authority to financially guarantee completion of all project closeout activities as specific in Item j above.

Global Organics Energy
Autoclave Demonstration Project Description
1-13-14

PROJECT SUMMARY

This document provides a detailed description of the proposed Global Organics Energy (GOE) Demonstration Autoclave System at Johnson Canyon Landfill. This preliminary project description includes information about project objectives, project background, project location, technical characteristics, construction details, operational and maintenance details, and required permits and approvals. GOE will own and operate the equipment. The Salinas Valley Solid Waste Authority (Authority) will own the land and provide the feedstock and disposal capacity for the Demonstration Project.

PROJECT OBJECTIVES

The GOE and Authority objectives for the proposed project are to:

- Construct and operate a Demonstration Autoclave System for municipal solid waste (MSW) at the Johnson Canyon Landfill.

- Increase the recycling and reuse of MSW by using an autoclave technology that can process some waste types not currently recycled to produce a high quality paper fiber for sale to the recycled paper industry.

- Develop the operating criteria that results in effectively reducing MSW to the Authority landfill, by demonstrating the Autoclave System performance for the following purposes:

- Establish overall cycle time determined by both mechanical and process time around Autoclave Operations of loading, steam pressurization, hot oil heating through the internal hot oil heat transfer, optimum cook time and emptying time required

- Verify the optimum water content of the batch in the autoclave

- Determine maximum MSW tonnage per batch processed in the Autoclave

- Evaluate trommel screen openings versus the maximum long fiber recovered.

- Determine recovery effectiveness by separation of hard plastics, steel and aluminum in the trommel screening process

- Optimize size, shape and slope of the feed hoppers, conveyors and for the rejection of unsuitable waste

- Determine impacts of various types of waste streams, i.e. coated versus non coated cardboard

- Produce quantities of fiber to be washed and then trialed by board production companies and participating universities

Global Organics Energy Autoclave Demonstration Project Description

BACKGROUND

The Authority is currently operating the Sun Street Transfer Station (Sun Street) within the City of Salinas. Sun Street was originally intended to be a temporary transfer station. Sun Street is located in an area that is primarily surrounded by commercial uses. Additionally, the City of Salinas has plans to redevelop the area within which Sun Street is located into a mixed residential/commercial use area (a.k.a. Alisal Market Place). Under these circumstances, the City of Salinas and the Authority are pursuing relocation of the Sun Street facilities to a property (yet to be determined) that would accommodate relocation of existing facilities and the potential co-location of a commercial Steam Autoclave Waste Recovery System proposed by GOE.

Prior to final development of a commercial scale operation, GOE proposes a demonstration unit.

PROJECT LOCATION

The Autoclave Demonstration Unit (Project) would be located in northeastern Monterey County, approximately 2.5 miles east of the City of Gonzales, California on the existing Johnson Canyon Landfill.

PROJECT OVERVIEW

The Project would utilize Municipal Solid Waste currently received at the Johnson County Landfill which serves the City of Salinas and unincorporated communities and cities in the Salinas Valley and northern Monterey County. The facility would have the capacity to process up to 5,000 tons per year of Municipal Solid Waste, operating during the landfill's permitted operating hours of 6:00 am to 6:00 pm five days a week. For demonstration research and development purposes the facility will process no more than 3 batches or 120 maximum tons on any given day. The footprint of the site is proposed as approximately 240 feet by 240 feet. The Demonstration Project would include the following:

- Temporary Scales

- Waste loading area at the current Landfill

- Waste Receiving Area

- Autoclave processing area including the Autoclave, support equipment, temporary storage buildings and a field office.

- Site improvements consisting of excavation of the articulation pit, grading, gravel access roads, asphalt and concrete paving under and around autoclave equipment, perimeter security fence and gate, storm water runoff features and area lighting.

cf
40 tons

Global Organics Energy Autoclave Demonstration Project Description

FACILITY DESCRIPTION

Facility Access and Parking

The main entrance to the facility would be from the entrance to the landfill along Johnson Canyon Road. The Project would be accessed by existing roadways on the landfill site. Sufficient ADA and standard parking would be provided for employees and visitors. Adequate turn around distances would be maintained and fire lanes would be delineated.

Scales and Scale House

Waste transfer vehicles, the trucks that transport the roll-off bins, for moving waste from the Landfill Receiving Area to the Autoclave Area would be weighed using the existing certified scale system. A set of temporary scales would be set up to weigh the outgoing materials from the Autoclave, such as recyclables, pulp material, and residual material to be landfilled.

Sorting Area

The waste would be ground sorted as necessary, and using a Grapple loader, loaded into the roll-off bins for transport to the Autoclave waste hoppers. Unacceptable wastes which cannot go through the autoclave process would be landfilled. Large wastes, hazardous waste and diverted waste such as tires, appliances, mattresses, or electronics, would be left in the transfer area and recycled as appropriate. The waste receiving area is located at the current landfill near the active waste tipping area.

The remainder of the wastes acceptable for the autoclave process would be loaded directly into the feed hopper and conveyed into the autoclave. Unacceptable incoming and processed waste would be loaded into a transfer trailer weighed and delivered to the landfill. Recyclables such as metal and plastic would be screened after the total waste is processed and isolated into separate bins and weighed, and collected periodically by an off-site vendor.

Autoclave Processing Area

The autoclave processing area would be located adjacent to the Landfill Receiving Area in order to shorten the transfer of waste from the Landfill to the Autoclave. The Proposed Autoclave Demonstration Project would consist of a single 10' x 40' autoclave, feed hopper and conveyor, discharge conveyor, trommel screens and 30 cubic yard roll-off bins for recycled fiber, plastic and metal recyclables recovery. An articulation pit measuring 12' x 20' x 10' is located under the rear of autoclave to allow room to achieve the appropriate loading angle. Supporting equipment includes: a diesel fueled steam generator and hot oil heater, a steam evacuation Eductor with Eductor water tank, waste steam cooling tank, water storage tank, diesel storage tank, and electrical/ process control equipment.

Global Organics Energy Autoclave Demonstration Project Description

Other Structures

All weather storage trailers, small tools storage shed and a field office with restrooms, lockers, and a break area, also containing Personal Protective Equipment and First Aid Storage, Emergency Eye Washing Station and Records Storage.

OPERATIONS

Types of Materials Received and Produced

The Autoclave Facility would receive Municipal Solid Waste (MSW). Wastes received by the facility for processing include paper, foods, plastics, metals, glass, and other fabrics or debris. Table 1, MSW Composition, provides a breakdown of potential waste that would be received.

Table 1. MSW Composition (3 batches/day)

Type of Material	Maximum Tons Per Day
Paper	35.7
Food and starch	7.5
Plastics	8.6
Metals	7.5
Glass and other materials	15.7
Water (inherent)	18.8
Total	93.8

Wastes loaded into the autoclave would be treated so the fibers are softened and separated from other wastes such as food waste. This autoclave process would convert MSW into separated solids (see Table 2, Autoclave Input). Heat, steam, and water would be added to the autoclave to aid in the process. The ability for the autoclave to process one batch of MSW and water within two hours and have the capacity to process up to approximately 43.5 tons of MSW, water, and steam per batch, will be demonstrated. Upon completion of the autoclave processing, the autoclave would produce separated solids such as large waste, plastic byproduct, glass, pulp product, and excess steam (see Table 3, Autoclave Output).

Global Organics Energy Autoclave Demonstration Project Description

Table 2. Autoclave Input

Input	Maximum Tons Per Day
Municipal Solid Wastes includes water, paper, food, starch, plastics, metals, glass and other materials as noted in Table 1.	300
Additional water added to aid in the process from the water storage tank, and steam production.	80
Total	380

Table 3. Autoclave Output

Output	Maximum Tons Per Day
Separated solid waste includes plastic by-products, large waste, fibers, glass and other materials.	229
Pulp Product. After washing referred to as wet lap to commercial grade for paper recycling companies.	72
Total	300

Upon completion of the autoclave process, the solids would be processed through trommel screens to separate the paper pulp from the other waste solids. The trommel screens would have one-half-inch openings to allow large pieces, such as clothing, plastic, and metal, to separate out. Once the trommel screens filter the pulp product, this product would be weighed in the collection bins. Some quantities of the separated fiber will be sent off site to be washed and then sent on to board producers for commercial trials. Recyclables such as metal and plastic would be screened after all waste is processed and isolated into separate bins, weighed, and collected periodically. The remaining waste solids would be transported to the Landfill. An odor air scrubber would treat the vented air released from various components of the autoclave processes. The design of these two systems and related emissions will be within the permit operating standards required by the Monterey Unified Air Pollution Control District.

Global Organics Energy
Autoclave Demonstration Project Description

UTILITIES AND SITE SPECIFICS

Sewer and Water Services

There would be no sewer service. Portable toilets would serve employees and visitors to the autoclave project site. Potable water would be from containers. Additional water for the Autoclave processing of up to 19,200 gallons per day during peak trial periods would be hauled from off the landfill site and stored in the 400 bbl (16,800 gallon) water storage tank. The wastewater will be hauled to an acceptable treatment facility.

Electricity

Electrical service by PG&E. Final electrical load will be furnished as design proceeds. A temporary power pole and meter will be installed. The heating will be by diesel or propane and will be determined as design proceeds.

Stormwater Facilities

The stormwater facilities for the proposed project would be designed to meet the current NDPES requirements of the Johnson Canyon Landfill. The design and specifications for these facilities will be consistent with landfill permit standards.

Security, Signs, and Lighting

Security, signs and lighting will be consistent with the SVSWA standards.

Chemical Use and Emergency Procedures

California law requires the Authority, as the operator of the facility, to submit a plan to the Monterey County Environmental Health Department that describes in detail the type and volume of chemicals to be used at the proposed facility. The plan must include a reporting and monitoring process for any spills that may occur. It also must include requirements for safety equipment, automatic shut-off valves, and other safety procedures that may be required, depending on the types and volumes of chemicals stored and used. The potential for station upset conditions and accidents would be minimized by careful design (with secondary containments sized to confine the entire contents of stored chemicals), proper training of operators, and having an emergency response plan in place that outlines procedures to quickly react in the event of an accident or spill.

PERSONNEL/WORKFORCE

As shown in Table 4 below, it is anticipated that up to 10 employees and support personnel will be present on a daily basis, as well as up to 10 visitors per day. These amounts would be increased during the construction phase of the Project.

DAYS AND HOURS OF OPERATION

The days and hours of operation will be consistent with the Site's operating permit.

TRUCK AND AUTOMOBILE TRIP GENERATION

The proposed facility would be built to process up to 300 tons per day of MSW. However, it is unlikely it would ever be operated at its daily capacity. The expected demonstrations would consist of 1-3 batches per day with 43 tons of MSW/batch. The truck and automobile trips generated by the proposed project would be contained on the Landfill Site with the exception of recycled and test materials shipped off site. Table 4, Vehicle Trips, shows the breakdown of vehicles trips per day by type of vehicle that would be associated with the proposed Demonstration project. The proposed facility would be designed to accommodate the number and type of vehicles that would be expected to use the facility.

Table 4. Additional Vehicle Trips

Vehicle Type	Trips Per Day
Transfer Trailers	0
Outbound Material	0
Personnel	10
Visitors	10
Total	20

Project Construction

Construction would occur over approximately 6 to 9 months. The construction workforce would include personnel primarily associated with the general contractor and subcontractors, owner, engineer, and construction manager. Visits to the construction site would occur from regulators, special inspectors, equipment vendors, and others.

Potential Future Project Expansion

At the completion of the demonstration period, the equipment at Johnson Canyon would be transported to the site of the full scale commercial facility as soon as permitting allows.

Global Organics Energy Autoclave Demonstration Project Description

The proposed project would require a number of potential permits, authorizations, and consultations from federal, state, and local agencies. These approvals likely include those listed below in Table 5, Potential Permits, Authorizations, or Approvals. The Project will be approved by the Research Development and Demonstration Program.

Table 5. Potential Permits, Authorizations, or Approvals

Regulatory Agency	Potential Permit, Authorization, or Approval
STATE AGENCIES	
Cal Recycle	Solid Waste Facility Permit
REGIONAL AGENCIES	
Salinas Valley Solid Waste Authority	Project approval
Regional Water Quality Control Board	NPDES Construction Permit
Monterey Bay Unified Air Pollution Control District	Authority to Construct and Permit To Operate
LOCAL AGENCIES	
Monterey County Environmental Health Bureau	Solid Waste Facility Permit
Monterey County Planning and Building	Conditional Use Permit
	Site Plan and Design Review Permit
	Storm Water Pollution Prevention Plan
	Construction Permits (e.g., grading, demolition)



Working for a future without landfills...

July 17, 2014

Alexander S. Bascom, Jr.
Global OrganicS Energy LLC
7400 Metro Blvd., Suite 100
Edina, MN 55439

RE: Agreement for Siting of an Autoclave Process Technology Demonstration Unit

Dear Mr. Bascom:

The Salinas Valley Solid Waste Authority is pleased to do business with you. Enclosed is a fully executed original copy of the above-referenced agreement. At your earliest convenience, please provide us with a current Certificate of Insurance, as required under Section 6 of the agreement.

We look forward to working with you. Should you have any questions, please feel free to contact me at (831) 775-3010.

Elia Zavala
Clerk of the Board

Enclosures

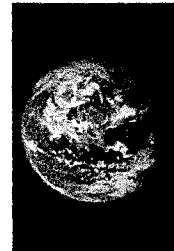


RECEIVED

JUN 06 2014

SVSWA

GOE



Global OrganicsS Energy

AGREEMENT BETWEEN THE SALINAS VALLEY SOLID WASTE AUTHORITY AND GLOBAL ORGANICS ENERGY, LLC FOR SITING OF AN AUTOCLAVE PROCESS TECHNOLOGY DEMONSTRATION UNIT

This Agreement Between The Salinas Valley Solid Waste Authority And Global Organics Energy, LLC For Siting Of An Autoclave Process Technology Demonstration Unit ("Agreement") is made and entered by and between the Salinas Valley Solid Waste Authority ("Authority" or "SVSWA"), a joint powers authority under California law, and Global OrganicsS Energy, a Delaware limited liability company ("GOE"), as of the Effective Date, and with reference to the following facts and circumstances:

WHEREAS, on March 15, 2012, the Authority and GOE entered into an Autoclave Process Technology Agreement (the "Technology Agreement"); and

WHEREAS, under the Technology Agreement the ultimate determination by the Authority on whether to use the Autoclave Process Technology, if any there be, is subject to, among other things: (a) applicable environmental laws and regulations, including without limitation compliance with the provisions of the California Environmental Quality Act (CEQA) to evaluate the potential environmental effects of any project utilizing the Autoclave Process Technology, and the identification of any required mitigation measures and the cost thereof; (b) Board approval of a final definitive agreement with GOE containing all final terms and conditions of any business relationship between the parties; and (c) acquisition of all necessary permits and approvals; and

WHEREAS, GOE desires to construct an Autoclave Demonstration Unit at the Johnson Canyon Landfill as the next phase in pursuing the autoclave technology.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants set forth below, the adequacy of which is deemed sufficient, the Parties mutually agree as follows:

1. Demonstration Project.

The Demonstration Project shall consist of the installation and operation by GOE of one Demonstration Unit at the Johnson Canyon Landfill, which Unit shall be wholly owned and operated by GOE. It will consist of a 10' x 40' autoclave above an articulation pit, feed hopper and conveyor, discharge conveyor, trommel screens and 30 cubic yard bins for recycled fiber, plastic and metal recyclables recovery. The articulation pit is located under the rear of the autoclave to allow room to achieve the appropriate loading angle. Supporting equipment includes a steam generator, hot oil generator, a steam evacuation eductor with water-cooling tank, diesel storage tank, electrical equipment, process controls, tools storage area and an office trailer. Preliminary plans and drawings of the Demonstration Unit are attached hereto as Exhibit A and incorporated herein by this reference.

2. Authority Responsibilities.

At its sole expense, the Authority agrees to perform the following responsibilities and conditions:

- A. Providing approximately one acre of property (the "Site") selected by the Authority but reasonably acceptable to GOE, at the Johnson Canyon Landfill ("Landfill") during the term of the Demonstration Project. The Authority will be responsible for processing the site's permitting and will be reimbursed by GOE for the costs of permitting.
- B. Access of up to 300 tons of municipal solid waste ("Waste") daily Monday through Saturday during normal landfill operations hours: 7:00 a.m. to 4:00 p.m., not to exceed 5,000 tons per year. GOE shall notify the Authority no less than 7 business days in advance of the total amount of Waste that GOE wants the Authority to deliver to the Site for processing by GOE using the Demonstration Unit. The Waste requested by GOE will be loaded and removed by the Authority from Waste that has been tipped for disposal at the working face of the Landfill, but not yet deposited in the working face, or, at the Authority's discretion, directly diverted to GOE in an Authority or Franchise Hauler truck. The Authority will provide this Waste to GOE at no charge to GOE, and GOE will process the Waste at no charge to the Authority. *Funding 3G*
- C. Should GOE request the Authority to allow the disposal of non-recyclable residue from the Demonstration Unit at the Johnson Canyon Landfill, the Authority shall be responsible for delivering the residue for disposal at the working face of the Landfill, as directed by Landfill staff. The Authority shall dispose of such residue at no charge to GOE.
- D. The Authority agrees that the Demonstration Unit and any additions thereto provided by GOE are and shall remain the sole property of GOE. The Authority will cooperate with GOE to take any and all steps appropriate to protect GOE's ownership interests therein. This shall

include, without limitation, all patents and trade secrets associated with the Demonstration Unit and shall extend to any future intellectual property rights developed by GOE in conjunction with or related to the Demonstration Unit.

- E. Preparation of the Site improvements necessary to locate and/or construct the autoclave and ancillary equipment and structures; and securing permits for grading, construction and temporary buildings and for operation for the Demonstration Unit from Monterey County and other regulatory agencies, if necessary. *Funding 3C*

3. GOE Responsibilities.

At its sole expense, GOE agrees to perform the following responsibilities and conditions:

- A. Design, manufacture, construction, delivery, installation, operation, repair and maintenance of the Demonstration Unit and all accessory equipment and structures.
- B. Preparation of the Site plans, drawings, calculations, schematics and descriptions, as required for regulatory agencies or public processes.
- C. Reimbursing the Authority for preparation of the Site improvements necessary to locate and/or construct the autoclave and ancillary equipment and structures; and securing permits for grading, construction and temporary buildings and for operation of the Demonstration Unit from Monterey County and any other regulatory agencies, if necessary.
- D. Reimbursing the Authority for its costs for staff time and/or the hiring a third party consultant to prepare the necessary documentation for public and environmental review of the Demonstration Project, and for the Authority counsel to review such documentation commencing the Effective Date through the conclusion of the testing process.
- E. Obtaining separate PG&E services and metering.
- F. Obtaining adequate water from an offsite location.
- G. Contract with the Authority under which the Authority will be providing all equipment and personnel necessary to move and transport pre- and post processed Waste to and from the working face of the Landfill and the Demonstration Unit. Contract with the Authority under which the Authority will be responsible for the removal and proper storage of hazardous waste detected prior to introduction into the feed hopper.
- H. Storage of pre- or post-processed material shall be in covered containers for no more than 24 hours. Recyclable materials shall be stored in containers and removed from the Site as needed, or may be combined with

similar commodities at the Landfill.

- I. GOE shall not be entitled to any revenues from the sale of recyclable materials that have been combined with those at the Landfill. GOE shall be entitled to retain all revenues from recyclable materials removed from the Site and Landfill, and marketed by GOE.

- J. Providing fully trained personnel to operate and maintain equipment and

the facility to the standards of a prudent waste processing facility operator in California, including complying with all applicable Federal, State and local laws, regulations and permits, as well as CalOSHA standards. Operations shall be conducted within the hours of 7:00 a.m. through 4:00 p.m., Monday through Friday, except for the following holidays: New Year's Day, Independence Day (July 4th), Thanksgiving Day and Christmas Day

- K. Developing an Injury and Illness Prevention Program and Safe Operating practices and ensuring compliance.

- L. Ensuring no Waste shall enter the Demonstration Unit except for Waste that has been delivered to the working face of the Landfill and has been weighed at the Johnson Canyon Landfill scale house, for which Authority will retain all tipping fee revenues. Any exceptions to this requirement will be mutually agreed upon. Mutually agreed upon exceptions would only be for demonstrating certain types of waste. For mutually agreed upon exceptions, GOE will find and have transported any other waste sources GOE desires to use in demonstrations. GOE would pay a tipping fee for any residual left over waste.

- M. Capture and discharge of wastewater to an Authority approved location on the landfill and/or shipment offsite.

- N. Retention of records of all demonstration processing, and other records, such as weight receipts, bearing on GOE's operation and performance pursuant to this Agreement. The Authority shall have the right to inspect and review information and specific documents or records required pursuant to this Agreement.

- O. Removal from the Site of the autoclave, equipment, structures and buildings within six months of the conclusion of the Term of this Agreement. Any components of the Project remaining on the site beyond this period will be considered abandoned and become property of the Authority. The Authority may dispose of such abandoned property and shall recover from GOE the Authority's net costs in removing such property from the Landfill.

4. Term.

This Agreement shall become effective on the date of its execution by both parties (the "Effective Date") and continue through and including the earlier of: (a) notification by GOE to the Authority of GOE's decision to cease operation of the Demonstration Unit (the "GOE Termination Notice"), and the subsequent removal of the Unit from the Site and Landfill by GOE, and the full performance by GOE of all of its obligations to the Authority under this Agreement; or (b) the notification by the Authority to GOE that the Authority no longer wishes GOE to operate the Demonstration Unit (the "Authority Termination Notice"), and the subsequent removal of the Unit from the Site and Landfill by GOE, and the full performance by GOE of all of its obligations to the Authority under this Agreement; provided, however, that neither party may serve the other party with a Termination Notice until after the third year anniversary of the date upon which the Permits for the Demonstration Project have been fully secured. Furthermore, this Agreement shall expire on the fourth year anniversary of the date upon which the Permits for the Demonstration Project have been fully secured, if not sooner terminated by the parties and all equipment, structures or improvements made by GOE shall be considered abandoned. Permits include the following from Monterey County: Solid Waste Facility Permit, Site Plan and Design Review Permit, Conditional Use Permit, Storm Water Pollution Prevention Plan, Construction Permits; from the Monterey Bay Unified Air Pollution Control Board: Authority to Construct and Permit to Operate; and Regional Water Quality Control Board: NPDES Construction Permit or, any other possible permits required for the Demonstration Project to proceed under full authority by all necessary jurisdictions and agencies.

5. Indemnification.

GOE shall indemnify, defend and hold the Authority, and its board members, officers, employees, agents, and volunteers, harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, environmental contamination or pollution, clean-up costs, or damage to any property, any violation of any federal, state, or municipal law or ordinance, any claim that GOE has violated any patent or intellectual property rights of others in performing any of its obligations under this Agreement, any breach of any of GOE's warranties in this Agreement, or any other cause in connection with the negligent or intentional acts or omission of GOE, its employees, subcontractors, or agents relating to the Demonstration Project and/or the Demonstration Unit, except and to the extent any such claim arises out of the negligence or willful misconduct of the Authority, its officers, employees, agents, or volunteers. It is understood that GOE's indemnification and hold harmless duties include the duty to defend as set forth in California Civil Code Section 2778, and that GOE shall at its own expense, upon written request by the Authority, defend any such suit or action brought against the Authority, its officers, agents, or employees, as set forth in this Paragraph. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve GOE from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. GOE shall reimburse the Authority for all costs and expenses, including but not limited to fees and charges of architects, engineers, attorneys and other professionals, as well as court costs, incurred by the Authority in enforcing the provisions of this Paragraph. The

obligations of the Authority and GOE under this Paragraph shall survive termination of this Agreement.

6. Insurance

GOE shall, throughout the Term of this Agreement, maintain comprehensive general liability and property insurance, as well as automobile liability insurance, covering all operations of GOE, its agents and employees, performed in connection with this Agreement.

GOE shall maintain the following limits:

General Liability Combined Single Limit Per Occurrence: \$2 million
General Aggregate: \$3.0 million

(The policy shall cover on a per occurrence or a per accident basis, and not on a claims-made basis.) **Limits may be combination of primary and umbrella or excess liability policies**

Automobile Liability:

Combined Single Limit Per Occurrence: \$1 million

(The policy shall cover on a per occurrence or a per accident basis, and not on a claims-made basis.)

Workers' Compensation: Full Liability Coverage as may be required by California State law(s).

All insurance companies affording coverage to GOE pursuant to this Agreement, with the exception of workers' compensation insurance coverage, shall be required to add the Authority, its officers, employees and agents, as additional insured's by endorsement under their insurance policies, shall stipulate that such insurance policies will operate as primary insurance for the services performed by GOE under this Agreement, and that no other insurance affected by the Authority or other named insured will be called upon to contribute to a loss covered there under. Such insurance policies shall contain no special limitations on the scope of protection afforded to Authority, its officers, employees, agents or volunteers.

All insurance companies affording coverage to GOE pursuant to the Agreement shall be insurance organizations authorized by the Insurance Commissioner to transact the business of insurance in the State of California.

All insurance companies affording coverage to GOE pursuant to the Agreement shall provide thirty (30) day written notice by certified or registered mail to the Authority should their policies be canceled or reduced in coverage before their respective expiration dates. For the purposes of this notice requirement, any material changes made prior to expiration shall be considered cancellation.

GOE shall provide evidence of compliance with the insurance requirements set forth in this Section by providing certificates of insurance to the Authority in a form satisfactory to the

Authority's Risk Manager. A statement on the certificate of insurance indicating that the insurance company will endeavor to notify the certificate holder of any material changes in the coverage provided by the insurance policy, but specifying that failure to mail such notice shall impose no obligation or liability of any kind upon the insurance company, its agents or representatives, does not satisfy the requirements set forth in this Section. GOE shall ensure that the above-quoted language is stricken from the certificate of insurance by the insurance company's authorized representative. The certificate of insurance shall also state the unpaid limits of the insurance policy.

GOE shall provide the Authority with substitute certificates of insurance no later than thirty (30) days prior to the expiration date of each insurance policy required under the Agreement. GOE's failure to extend the policy expiration date and provide such substitute certificates of insurance for each insurance policy required under the Agreement shall be considered a default by the Authority.

GOE's maintenance of insurance as specified in this Section shall in no way be interpreted as relieving GOE of any responsibility whatsoever.

GOE may choose to carry, at its own expense, any additional insurance coverage as it deems necessary.

7. Assignment.

This Agreement is personal to GOE and may not be assigned or subcontracted by GOE to another person or entity or subsidiary company, without the prior written approval of the Authority, which approval shall not be unreasonably withheld. This Agreement, if assigned with appropriate consent, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. Entire Agreement.

This Agreement and its attachments constitute the entire agreement between GOE and the Authority with respect to the Demonstration Unit at the Johnson Canyon Landfill. There are no other agreements, whether written or oral, regarding the Demonstration Unit that are not reflected herein, and the parties represent that no promise, inducement, representation, or other statement has been made in connection with this Agreement that is not expressly contained herein. Notwithstanding the foregoing, this Agreement shall not supersede or replace the Technology Agreement, which shall remain in full force and effect, except to the extent that the provisions in this Agreement are in conflict with the terms and conditions of the Technology Agreement.

9. Negotiated Agreement.

It is agreed and understood by GOE and the Authority that this Agreement has been arrived at through arms length negotiations and that neither party shall be deemed the party which prepared Agreement within the meaning of Civil Code Section 1654.

10. Amendment.

This Agreement may only be amended, modified or supplemented by means of a prior writing signed by GOE and the Authority.

11. Waiver.

The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach in any other instance or a waiver of any other condition or breach of any other term.

12. Governing Law.

This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of California applicable to commercial contracts entered into and to be performed wholly in California.

13. Construction.

The language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning. The parties acknowledge that each party has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

14. Default

This Agreement requires that GOE perform services vital to the public health and safety. Therefore, should GOE fail to conduct the demonstrations and provide timely reporting, or commit any other material default under this Agreement, the Authority may immediately terminate this Agreement upon written notice to GOE unless said non-performance is excused, or is the result of the Authority's failing to meet any of its obligations hereunder. Further, should the Authority commit any material default of its obligations under this Agreement, GOE may terminate the Agreement upon written notice to the Authority. When any Party is in default under this Agreement, before terminating this Agreement the non-defaulting Party must first deliver a notice of default to the defaulting Party, stating with specificity the nature of the default. For material defaults other than GOE's failure to provide the demonstration testing on behalf of the Authority, as described herein, both Parties shall be entitled to cure said default within ten business days of receipt of the written notice of default. In the event the default is cured within this period, no right of termination shall exist.

15. Independent Contractor

The Parties intend that GOE shall perform the services under this Agreement as an

independent contractor in collaboration with the Authority, and not as an officer, employee, or agent neither of the Authority, nor as a partner of or a joint venturer with the Authority. No employee or agent of GOE shall be deemed to be an employee or agent of the Authority. Except as provided expressly herein, GOE shall have exclusive control over the manner and means of conducting the Demonstration Project under this Agreement, and all persons participating in the Demonstration Project. GOE shall be solely responsible for the acts and omissions of its officers, employees, subcontractors and agents. Neither GOE nor its officers, employees, agents or subcontractors shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits that accrue to Authority employees by virtue of their employment as contractors of the Authority. GOE shall not assign or subcontract out any portions of the Demonstration Project under this Agreement without the prior written consent of the Authority, and said consent may be withheld in the Authority's sole discretion.

16. Disputes

The Parties agree to meet and confer in good faith should any disputes arise under this Agreement. Any disputes that are not resolved through the meet and confer process shall be submitted to non-binding mediation before the Judicial Arbitration and Mediation Service. If said dispute is not resolved through the mediation process, then, except as provided for herein, the aggrieved Party shall then, but only then, be entitled to commence civil court proceedings. If GOE is the aggrieved Party, GOE's notice of default shall be deemed to be a Notice of Claim under Government Code Section 905 et seq., and no further Notice of Claim shall be necessary.

17. Authority to Bind.

The individuals who execute this Agreement below represent that they are duly authorized to so execute and bind their respective entities.

Salinas Valley Solid Waste Authority
128 Sun Street, Suite 101
Salinas, CA 93901

By: R. Patrick Mathews

R. Patrick Mathews
General Manager, CAO

Dated: 6-6-14

Global OrganicS Energy, LLC
7400 Metro Blvd. Suite 100
Edina, MN 55439

By: Alexander S. Bascom, Jr.

Alexander S. Bascom, Jr.
Chairman of the Board, CO-CEO

Dated: 30 May 2014

Approved as to Form:

By: Thomas Bruen

Thomas Bruen, General Counsel

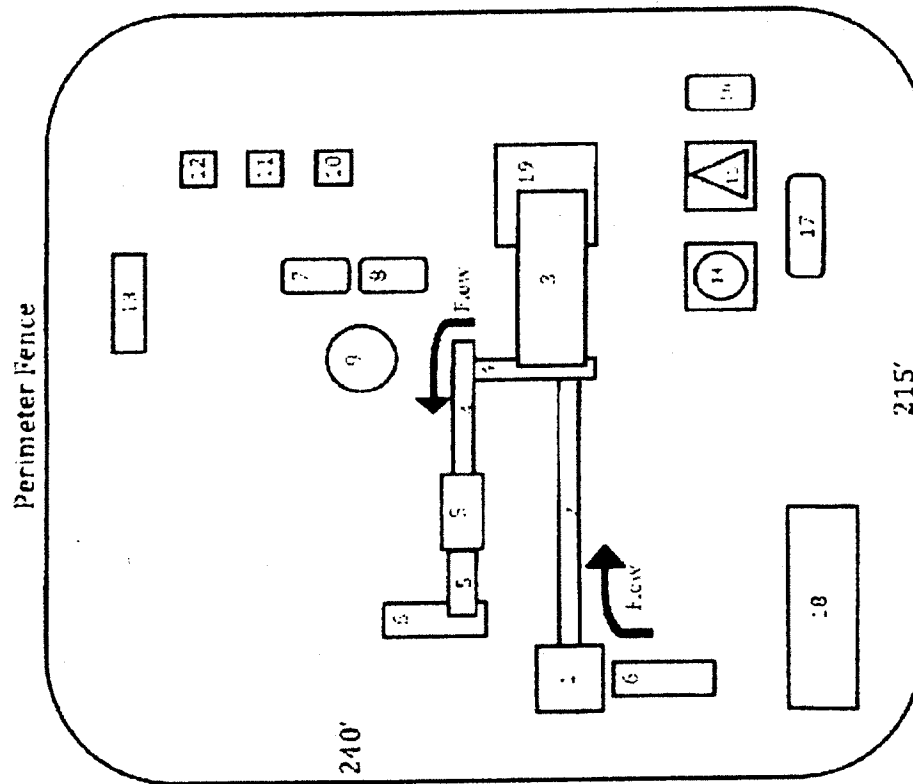
Dated: 6-19-14

EXHIBIT A

GOE

Autoclave Demonstration Layout

1. Feed Hopper
2. Feed Conveyor
3. Autoclave
4. Discharge Conveyors
5. Trommel
6. 30 Cu. Yd. Roll-Off Bin
7. Eductor
8. Eductor Tank
9. Cooling Tank
10. Electrical Equipment
11. Process Controls
12. Small Tools Storage
13. Office Trailer
14. Steam Generator
15. Hot Oil Generator
15. Diesel Storage
17. Water Tank
18. Storm Water Pond
19. Articulation Pit



Clean Fiber Recovery Technology

TECHNOLOGY FACTS:

- Autoclave technology extensively tested over 7 years with USDA
 - Local pilot testing and research started in 2007
 - Numerous “proof of technology” research papers from USDA
 - Extensive product testing at Universities specializing in forestry and paper manufacturing
- Autoclave technology is only used for separation of paper fiber & organics (65-70% of waste)
 - Ability to separate paper fiber & organics well tested and proven commercially
- Project also includes paper fiber washing & wastewater treatment using Anaerobic Digestion
 - All wastewater is reused in washing process
- Methane from Anaerobic Digestion will be used to produce electricity for project & to sell
 - Renewable energy & electricity self-generation
- All technologies used in project have proven track records at commercial scale
 - Proposed project uniquely combines several proven technologies
- Technology projected to achieve in excess of 70% recovery from current landfilled waste

MARKET FACTS:

- Majority of paper recycled in CA is sent to Asian markets, via Port of Oakland
 - Only a portion of U.S. recycled paper returns to U.S. markets
 - End use or sustainable re-use of paper in Asian markets is not clear
 - Reliance on foreign recycling markets is subject to political conditions
- CA & Central Coast regions are looking to revive manufacturing and create local jobs
 - Seeking Innovation
 - Building Job Opportunities
 - Requiring Sustainability
- All recovered paper fiber goes to CA paper manufacturing located in Bay area
 - Paper fiber is manufacturing ready when it arrives
- Bay area paper manufactures supply paper to packaging companies in Salinas Valley
 - Local packaging companies provide containers to Salinas Valley Agriculture
- ***Closed-loop sustainable system***
 - *Collect it in Salinas Valley*
 - *Recover and produce manufacturing ready paper pulp*
 - *Provide pulp to Bay area paper manufacturers*
 - *Paper manufacturers in-turn supply paper to local packaging companies*
 - *Local packaging companies make products for local Agricultural industry*
 - *This is sustainable recycling!*

RISKS/RISK MANAGEMENT:

- **Public-Private Partnership**
 - Private financing of project w/o Public Funds
 - Privately owned and operated
 - Most advanced materials recovery facilities cost \$100+ per ton to finance & operate
 - Initial Clean Fiber Recovery cost proposal is \$39 per ton, +15% net revenue share
 - Eliminates middle-man in traditional recycling market sales
- **Commercial Scale Demonstration First**
 - Private party will build commercial scale demonstration autoclave at no cost to the public
 - Demonstration to verify commercial application and enhance design
 - No binding waste delivery agreements until successful demonstration and completion of full Environmental and Economic Review
- **Minimal risk of public funds**
 - SVR commitment is to supply waste only (low risk)
 - Private party builds or agrees to pay financing for needed buildings/infrastructure (low risk)
 - If project fails, private party takes loss & SVR reverts to existing system (low risk)
- **Market risks are private party**
 - Relies on more stable US markets
 - US markets not subject to foreign relations or politics
 - SVR only shares market upside with 15% share of net revenues

BENEFITS:

- **Improves “Green and Sustainable” image of region**
 - Attracts like-minded businesses
 - Shows commitment to sustainable planning and principals
- **An Economic Impact Study (IMPLAN) for the project estimates local economic benefits**
 - Provide both one-time & on-going economic benefits
 - \$33.1 million in one-time construction and start-up benefits (construction, infrastructure)
 - \$8.6 million in ongoing local benefit (jobs, services, capital)
 - Up to 67 full time positions (project and related support services)
- **Greenhouse Gas Reductions expected to be significant**
 - Potential to be major contributor to all participating agencies Climate Action Planning
 - Eliminates long haul of recycled fiber to and from Asian markets
 - Dramatic reduction in landfill dependence
 - Almost eliminates organics in waste which reduces methane release from landfills
 - Reduces transportation costs and related greenhouse gas impacts
- **Sustainable & closed loop recycling system**
 - Keeps the jobs and recycled materials here
 - Supports growth of U.S. manufacturing

AUTOCLAVE RECYCLING TECHNOLOGY

General Description: The Autoclave Recycling Technology sterilizes, sorts, and isolates the organic portion of the incoming waste stream primarily for secondary paper fiber recycling and Anaerobic Digestion. The principal result is the recovery of cellulose (paper fiber) for return to the paper and packaging marketplace. Cellulose along with food waste makes up about 60%-70% of the wet residential and commercial waste stream derived from post-curbide sorting, unsorted multifamily, and Materials Recovery Facility (MRF) residuals. This simple procedure steams the waste material in a vacuum assisted rotating vessel with indirect heat for up to ninety (90) minutes at a temperature of about 268 degrees Fahrenheit, resulting in the clean separation of all paper and food waste from the incoming MSW. The process also sanitizes and prepares common recyclables for return to the existing markets.

Technology and Process Description: MSW treatment occurs by loading comingled unsorted waste into a preheated rotating 45 degree vessel, adding a wetting agent as needed (Thickened Waste Activated Sludge or gray water) and applying negative vacuum and variable heating up to approximately 268 degrees Fahrenheit for about 90 minutes. The patented helical design of the heating coils, along with a fixed spline within the autoclave provides the mechanical action which opens garbage bags, breaks apart the refuse, helps to pack the vessel, and reduces the paper components to a pulp material that can be easily separated from the contaminants. The organic fraction is then rinsed, pressed and returned to the paper and packaging marketplace. Solubilized organics from food wastes are recovered in the pulp wash water and processed through anaerobic digestion for energy production.

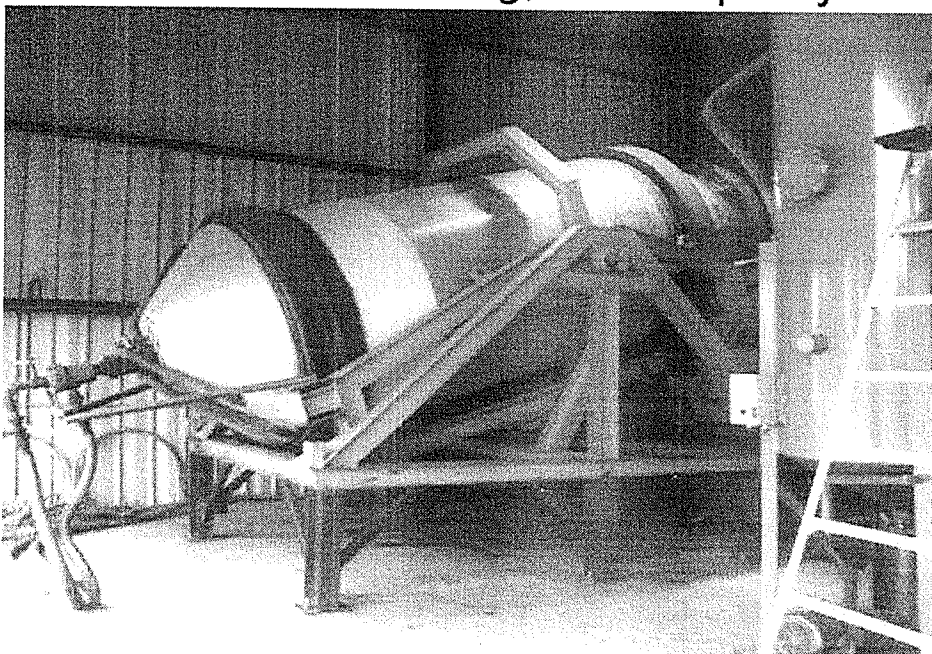
Additional Benefits of the Autoclave Recycling Technology:

- Environmentally friendly green technology for enhanced recycling efforts recovering organic and paper fiber previously unrecoverable from residential and commercial MSW streams
- Eliminates hazardous hand sorting of raw garbage
- Sterilizes the MSW consistent with biomedical waste treatment process
- Allows sequestration of volatile organic compounds (organics) from land filled residuals

- Process produces very little effluent requiring treatment prior to disposal with most water being cleansed through the anaerobic digestion system and returned for re-use as pulp wash water.
- Paper industry experts have validated the marketability of the paper fiber recovered through the Autoclave Recycling process
- Solublized food waste (process water) is ideally suited for treated through high-rate anaerobic digester for biomethane-to-energy production, while recycling process water for continuous MSW processing

USDA Technology Confirmation: The USDA, Agricultural Research Service, Western Regional Research Center in Albany, California has been working with the autoclave for approximately four (4) years at a pilot plant located at the Crazy Horse Landfill owned and operated by the Salinas Valley Solid Waste Authority (SVSWA) under a Cooperative Research and Development Agreement (CRADA). Outcomes from the USDA work on the autoclave recycling process include validation of new or existing uses of the organic fractions: (i) recovery of paper fiber; (ii) lingo-cellulose for biofuel and biogas production; and (iii) high rate anaerobic digestion to treat solublized food waste for biomethane-green energy production, and reuse of process water for continuous MSW processing.

Rotating steam autoclave reaction vessel, 6' diameter x 15' long, 2 ton capacity



Autoclave Testing Program

Before Steam Treatment



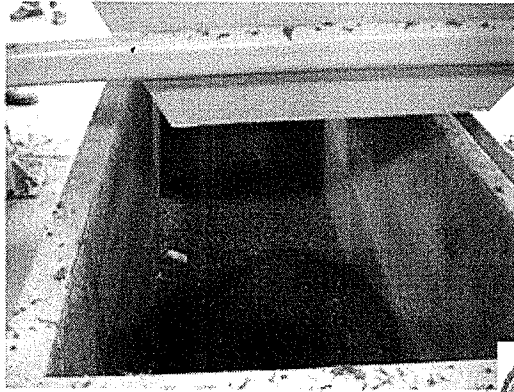
Autoclave Testing Program

After steam treatment



Autoclave Testing Program

Material (3/8"-) screen separated



COMMUNITY VALUE

- Maximizes recovery/Minimizes residue
- Jobs and Economic Development
- “Sustainable” project structure
- Enhances “Green Image”
- Significant GHG reductions
- Keeps materials in U.S. (and local) economy
- Would exceed CA goal of 75% diversion
- Extends landfill life



Item No. 9



**SalinasValley
Recycles.org**
SALINAS VALLEY
SOLID WASTE AUTHORITY

Clean Fiber Recovery Technology

April 16, 2020

Published 04/14/2020

1

Mission

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

Goal

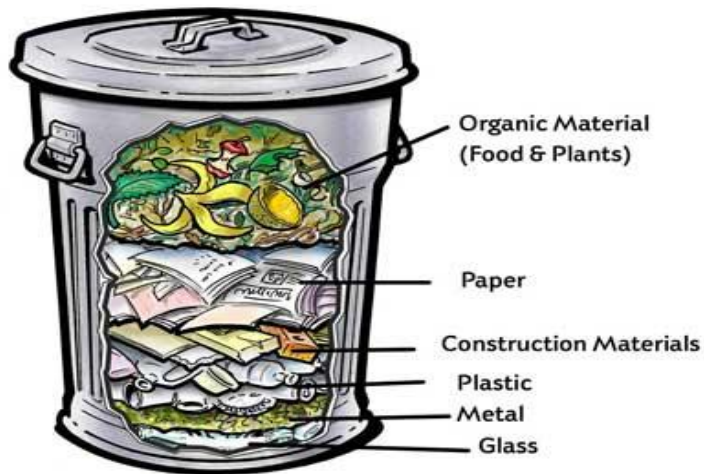
75% diversion of waste from landfills



**SalinasValley
Recycles.org**
SALINAS VALLEY
SOLID WASTE AUTHORITY

2

Landfill Alternatives



3

History

- 2005 – Adoption of 75% diversion goal
- 2005 – Alternatives to Landfilling study sessions
- 2006 – Site visit to CR3 autoclave facility (Reno)
- 2006 – Site visit to ATG autoclave facility
- 2007 – Site visit to World Waste Technologies
- 2008 – Observance of 40 CR3 test runs (Salinas)
- 2011 – Authorization to proceed with CEQA
- 2012/14 – Agreements with Global Organics Energy



4

Project Stages

Evaluation – Site visits, review of research

Pilot Scale – 2-ton capacity unit, Cooperative Agreement with USDA, 40 test runs, Proof of Concept documentation published

Demonstration – 300-ton capacity unit, partnership with Global Organics Energy/private equity investors



5

Process Validation

- Technical Association of the Pulp and Paper Industry
- University of Alabama- Department of Biological Sciences
- University of Washington – Paper Science and Engineering, College of Forest Resources
- United States Department of Agriculture Agricultural Research Service



6

Process

1. Receive and sort municipal solid waste
2. Load autoclave by conveyor
3. Apply pressure, heat and steam
4. Discharge to conveyor
5. Separate material by size
6. Clean cellulose material
7. Market cellulose, glass, plastic, and metal
8. Landfill remaining material



7

AUTOCLAVE TESTING PROGRAM Before Steam Treatment



GOE Global
Organics Energy LLC



8

Rotating steam autoclave reaction vessel, 6' diameter x 15' long, 2 ton capacity



9



10

After steam treatment



11



12

AUTOCLAVE TESTING PROGRAM

Material (3/8"-) screen separated



13



14



15

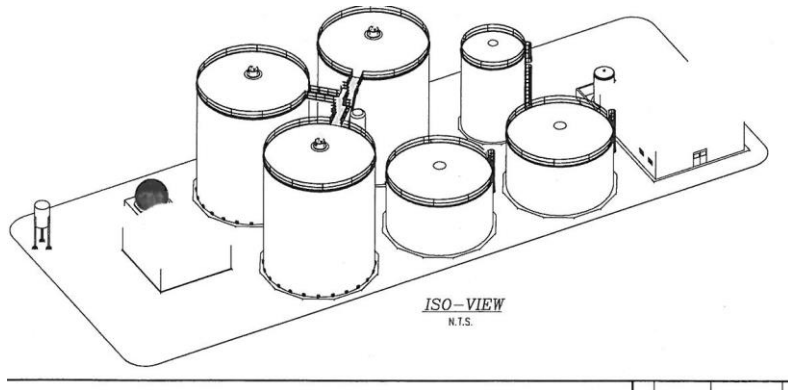
AUTOCLAVE TESTING PROGRAM

Residual (overs) after screening



16

Biothane Water Treatment Process



17

Partnership: SVSWA, USDA-ARS-Albany, DOE/CR³, & HDR

Integrated, Flexible Biorefineries for Handling Municipal Solid Waste and Agricultural Residues

Articulated vessel allows rapid loading & unloading and improves mixing

Material	Percentage
Food Wastes	15%
Grass	15%
Aluminum	10%
Styrofoam	10%
Plastic	10%
Other	40%

```

graph TD
    Input[Input] --> Storage[Storage]
    Storage --> Processing[Processing]
    Processing --> Fermentation[Fermentation]
    Fermentation --> Distillation[Distillation]
    Distillation --> Products[Products]
    Products --> Recycled[Recycled]
    
```

ADDING VALUE TO ALL STREAMS: Producing ⇄ Ethanol, Electricity, Methane, Recycled Paper, Recycled Plastic

Time (Hours)	% Conversion (Ethanol)	% Conversion (Electricity)	% Conversion (Methane)
0	0	0	0
25	~80	~80	~80
50	~90	~90	~90
75	~95	~95	~95
100	~98	~98	~98

Fermentation → Ethanol

Distillation → Energy

Distillation → Methane

2012 Technology Agreement

Authority agreed to:

- Secure location/host commercial demonstration unit
- Conduct environmental review
- Provide feedstock / remove residues
- Pay processing fee estimated at \$39 per ton (in 2012 \$)
- Obtain permits

GOE agreed to:

- Grant exclusive technology rights to the Authority
- Finance, own, staff and operate the units at their risk
- Market the pulp, recyclables and energy output
- Share 15% of net profits w/Authority



19

Demonstration Unit

- Temporary location at Johnson Canyon Landfill
- 10' x 40' Vessel
- 300 ton per day capacity
- Batch testing 3 per day x 120 tons



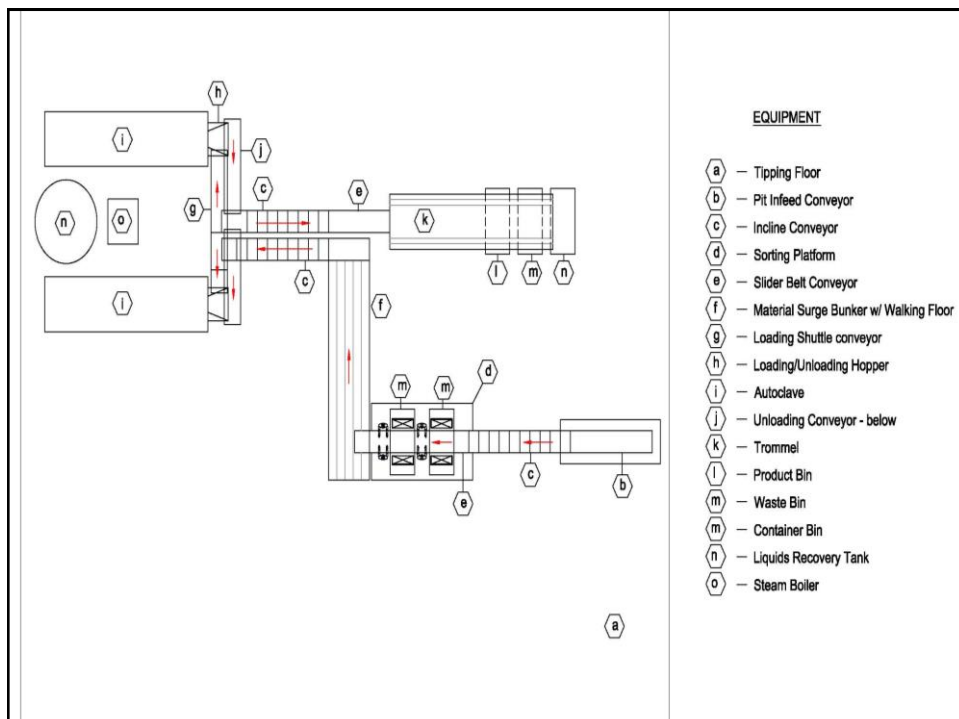
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Commercial Project

- 2 Units for 600 tons per day
- 4 Units for 1,200 tons per day (exp. option)
- Final Project agreements to be considered only after successful evaluation of commercial demonstration (Board condition) and completion of CEQA



21



22

Jobs and Economic Benefits

\$26.6m – Capital investment

\$14.6m – Indirect benefits

\$16.7m – Labor income

\$ 4.5m – Capital income

\$ 1.3m – Indirect Business Taxes

Up to 360 benefitted jobs (67 full-time,
balance are construction and part-time)



Economic analysis prepared by Solution Mountain, Inc., with
support of the California Association for Local Economic Dev.

23

Environmental Benefits

Conserves landfill space

Greenhouse gas reduction

Energy self sufficient

Possible green energy provider

Feedstock pulp originates in Salinas Valley

Finished paper products returned to Salinas
Valley ag packaging industries



24

Request: Extend Autoclave Technology Agreement to December 31, 2021 to allow for completion of commercial Autoclave demonstration project and GOE financing.

QUESTIONS?





Report to the Board of Directors

Date: April 16, 2020
From: Patrick Mathews, General Manager/CAO
Title: Discussion on Sun Street Transfer Station
Relocation Option(s)

ITEM NO. 10

N/A

Finance Manager/Controller-Treasurer

N/A

General Manager/CAO

N/A

Legal Counsel

**AN UPDATE WILL BE GIVEN
AT THE MEETING**

Item No. 10

SUN STREET TRANSFER STATION RELOCATION REVISED MADISON LANE TRANSFER STATION PROPOSAL

- Staff proposal to Republic Services
- Republic Services Interest
- Concept Plan
- Preliminary Actions Summary
- Rossi Road Extension

Published 04/14/2020

1

MADISON LANE TRANSFER STATION

AERIAL PHOTOS



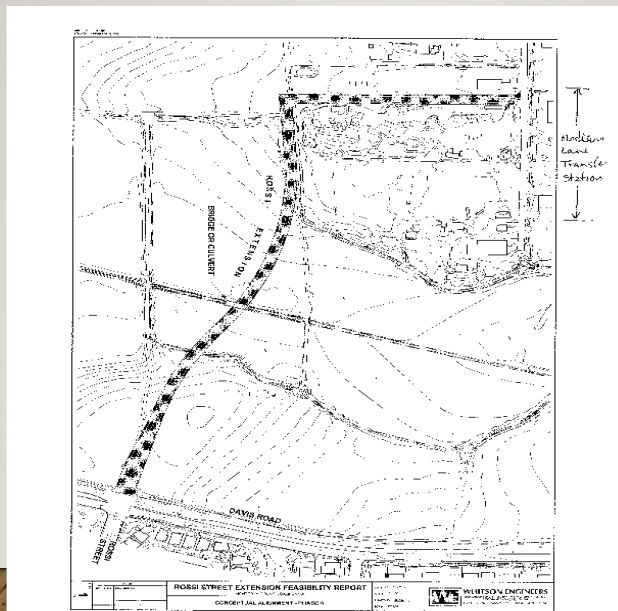
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PRELIMINARY ACTIONS SUMMARY

- Republic Services Negotiations: Property Acquisition Agreement (APN #007), Appraisals, Building/Structural Evaluation & Estimates, Improvement Agreements & Funding, CEQA Funding Agreement, Operating Agreement(s)
- CEQA: Revised Consultant Scope of Work and Funding, Project Description (SVR/Republic), Community (Boronda) Outreach, Initiation of CEQA/Scoping
- Rossi Extension: Add to Project Description vs. Mitigation at Conclusion of CEQA?, Rossi Ext. Funding Agreement (City, County, SVR, Business Dist. split) & Who is Lead?, County Timeline for Rossi Ext. Construction-2002 est. 1.8 years, Land/ROW Acquisitions & Timeline? (Rossi Extension will likely control MLTS Project Timelines)
- Oversight: EC or Special Board "Project Development Committee"

3

ROSSI EXTENSION PLAN – COUNTY PLAN 2002



4



Report to the Board of Directors

Date: April 16, 2020

From: Patrick Mathews, General Manager/CAO

Title: Update on the City of Salinas' One Year Notice of Intent to Withdrawal from the Joint Powers Agreement with the Salinas Valley Solid Waste Authority

ITEM NO. 11

N/A

Finance Manager/Controller-Treasurer

N/A

General Manager/CAO

N/A

Legal Counsel

**AN UPDATE WILL BE GIVEN
AT THE MEETING**

SVR Agenda Item - View Ahead 2020

Item No. 12

	May	Jun	Jul	Aug	Sep	Oct
A						
1	Minutes	Minutes	MEETINGS RECESS	Minutes	Minutes	Minutes
2	Claims/Financials (EC)	Claims/Financials (EC)		May Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)
3	Member Agencies Activities Report	Member Agencies Activities Report		June Claims/Financials (EC)	Member Agencies Activities Report	Member Agencies Activities Report
4	1st Qtr. Tonnage & Diversion Report	CCPP Supplemental Appropriation (EC)		June 30 Cash & Investments Report (EC)	New FY Grants & CIP Budget (EC)	September 30 Cash & Investments Report
5	FY Investment Policy (EC)	Award School Assembly Program Agreement		Member Agencies Activities Report	Annual Franchise Haulers Performance Rpt	BD/EC Meetings Schedule
6	Marketing Agreement Amend No. 2 - AdManor	Award Litter Abatement Agreement to Hope Services (SSST)		2nd Qtr. Tonnage & Diversion Report		2018-2019 SVR Annual Report
7	Update on Gloria/Iverson Rd. Project	Amnd No. 1 Agreement w/ISM Solar		Recycling Recognition		Audit Report Previous FY (EC)
8	Recycling Recognition	Amnd. 1 Agreement w/GLA		Employee of the Year Recognition		G/M Evaluation (EC)
9	Recycling Recognition	Award Litter Abatement Agreement to Social Vocational Services (So. Co.)		Annual Tonnage & Diversion Performance Report		
10	Board Policy Updates (EC)	Social Media Campaign				
11	Update on the COS Notice of Withdrawal (EC)	Wally-Waste-Not Awards				
12	Real Property Negotiations					
13	Threat to Public Services and/or Facilities					
14						
15						
16						
17						
18						

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