



**BOARD OF DIRECTORS MEETING**  
**THURSDAY, MARCH 25, 2010 at 2:00 p.m.**

San Carlos Library  
Conference Room A/B  
610 Elm Street, San Carlos, CA 94070

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1. **Roll Call**

2. **Public Comment**

3. **Approval of Consent Calendar:**

Consent Calendar item(s) are considered to be routine and will be enacted by one motion. There will be no separate discussion on these items unless members of the Board, staff or public request specific items be removed for separate action. *Items removed from the Consent Calendar will be moved to the end of the agenda for separate discussion.*

- A. Adopt the February 25, 2010 BOD Meeting Minutes
- B. Resolution Approving an Appropriation Transfer for the Floor Resurfacing Project
- C. Receipt of Allied Monthly Metrics

4. **New Business:**

- A. Resolution Approving License Agreement with Recology San Mateo County for use of the Shoreway Recycling and Disposal Center
- B. Quarterly Update on Bond Proforma Key Financial Metrics
- C. Calendar Year 2009 Annual Financial Statements

5. **Staff Updates**

- a) Update on Allied Contract Compliance
- b) Recycling and Outreach Programs Update
- c) Facility Operations Update
- d) Preview of Upcoming Board meetings

6. **Board Member Comments**

7. **Adjourn**

Next Regular meeting scheduled for April 22, 2010, San Carlos Library at 2 pm

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MEMBER AGENCIES

ATHERTON \* BELMONT \* BURLINGAME \* EAST PALO ALTO \* FOSTER CITY \* HILLSBOROUGH \* MENLO PARK \* REDWOOD CITY \*  
SAN CARLOS \* SAN MATEO \* COUNTY OF SAN MATEO \* WEST BAY SANITARY DISTRICT



CONSENT CALENDAR

**SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY  
MEETING OF THE BOARD OF DIRECTORS  
February 25, 2010 - 1:30 p.m.  
San Carlos Library, Conference Room A  
610 Elm Street, San Carlos, California**

1. **Roll Call:** CTO 1:30 p.m.
2. **Adjourn to Closed Session** pursuant to Government Code Section Govt. Code Sec. 54956.9 Conference with Legal Counsel—anticipated litigation-one case.
3. **Report from Closed Session**  
Executive Director is authorized to execute the Settlement and Release Agreement Concerning the Real Property at 225 and 333 Shoreway Road in San Carlos Between the SBWMA and BFI Waste Systems of North America, LLC and Republic Services, Inc.
4. **Public Comment**  
Daniel Domonoske, South Bay Recycling. Announcement of hiring of General Manager of the Facility at Shoreway Road and introduction of Mr. Duane McDonald.
5. **Approval of Consent Calendar:**  
Consent Calendar item(s) are considered to be routine and will be enacted by one motion. There will be no separate discussion on these items unless members of the Board, staff or public request specific items be removed for separate action. *Items removed from the Consent Calendar will be moved to the end of the agenda for separate discussion.*
  - A. Adopt the November 19, 2009 BOD Meeting Minutes
  - B. Approval of Quarterly Investment Report as of 12/31/09
  - C. Resolution Accepting the Fiscal Year 2008-2009 Annual Financial Statements  
*Item Removed by Member DeBry*
  - D. Resolution Approving Release of Bid Documents for Transfer Station Floor Repair and Authorizing Executive Director to Accept Bids and Enter into Contract

Resolution 2010-06 M/S Moura/Fil

Agency	Yes	No	Abstain	Absent	Agency	Yes	No	Abstain	Absent
Atherton	X			X	Menlo Park	X			
Belmont	X				Redwood City	X			
Burlingame	X				San Carlos	X			
East Palo Alto				X	San Mateo				X
Foster City	X				County of San Mateo	X			
Hillsborough	X				West Bay Sanitary Dist	X			

- E. Receipt of Allied Monthly Metrics

M/S Moura/Fil approve Consent Calendar Items A, B and E  
Motion Passed 9-0-0-3 (Absent: Atherton, EPA, San Mateo)

- C. Resolution Accepting the Fiscal Year 2008-2009 Annual Financial Statements  
Item Removed by Member DeBry – Clarification on receipt of Audit from Staff.

Resolution 2010-05 M/S Moura/Fil

Agency	Yes	No	Abstain	Absent	Agency	Yes	No	Abstain	Absent
Atherton	X			X	Menlo Park	X			
Belmont	X				Redwood City	X			
Burlingame	X				San Carlos	X			
East Palo Alto				X	San Mateo				X
Foster City	X				County of San Mateo	X			
Hillsborough	X				West Bay Sanitary Dist	X			

**6. Old Business**

- A. Resolution Recommending SBWMA Member Agencies Approve Use of Used Commercial Bins by Recology San Mateo County  
Resolution 2010-08

Agency	Yes	No	Abstain	Absent	Agency	Yes	No	Abstain	Absent
Atherton	X			X	Menlo Park	X			
Belmont	X				Redwood City	X			
Burlingame	X				San Carlos	X			
East Palo Alto				X	San Mateo				X
Foster City	X				County of San Mateo	X			
Hillsborough	X				West Bay Sanitary Dist	X			

**Discussion:**

Member Nava: Requested a breakdown for the number being bought and the sales tax

Member DeBry: Requested info on the life span of the commercial bins.

Evan Boyd, Allied: Average 8 years. Most are refurbished. They are depreciated over 10 years. Can be extended based on the extent of the refurbishing.

Chair Porter: Questioned what the refurbishing consisted of.

Evan Boyd, Allied: Responded, repainting, welding, new casters.

Executive Director McCarthy: Commented that the assumed cost is \$150 per bin.

Member DeBry: Questioned how many bins are replaced annually. Questioned the depreciation paid by Allied/SBWMA

Evan Boyd, Allied: Responded approximately 3-5%, ball park. The depreciation is paid by SBWMA at 1/10 of a percent put through the rate application

Member Fil: Questioned if the number of bins are confirmed

Executive Director McCarthy: Responded that the Dollar amount agreed is locked, no additional compensation.

**7. New Business:**

- A. Resolution Approving Mid-Year Budget Adjustments FY09/10  
Resolution 2010-07 M/S DeBry/Moura

Agency	Yes	No	Abstain	Absent	Agency	Yes	No	Abstain	Absent
Atherton	X			X	Menlo Park	X			
Belmont	X				Redwood City	X			
Burlingame	X				San Carlos	X			
East Palo Alto				X	San Mateo				X
Foster City	X				County of San Mateo	X			
Hillsborough	X				West Bay Sanitary Dist	X			

**8. Staff Updates**

- a) Update on Allied Contract Compliance
- b) Recycling and Outreach Programs Update
- c) Facility Operations Update
- d) Summary of Agency Milestones
- e) Preview of Upcoming Board meetings

**9. Board Member Comments**

Member Nava: Raised sales tax issue as to what city does the sales tax accrue to; San Carlos or Burlingame.

**10. Adjourn: 2:30pm**

Video of this meeting can be viewed at [www.rethinkwaste.org](http://www.rethinkwaste.org)



## STAFF REPORT

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**To:** SBWMA Board Members  
**From:** Kevin McCarthy, Executive Director  
**Date:** March 25, 2010 Board of Director's Meeting  
**Subject:** Resolution Approving an Appropriation Transfer for the Floor Resurfacing Project

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### Recommendation

It is recommended that the SBWMA Board of Directors approve Resolution No. 2010-09 attached hereto authorizing the following action:

Approve an appropriations transfer to the Floor Resurfacing project (Capital Budget Number 570300-SF005) in an amount not to exceed \$47,000.

Authorize the Executive Director to transfer funds. Funds for the unbudgeted amount of up to \$47,000 can be covered by dollars available in line item within the Capital Budget for the unspent funds for the Facility Construction Insurance, which was budgeted for \$120,000 for FY 2010.

### Background

At the February 2010 Board of Director's Meeting, Resolution 2010-06 was approved authorizing the issuance of a Request for Bids for repairs to the transfer station floor and authorizing the Executive Director to accept a bid from the low-bidder and enter into contract for the described transfer station floor repair work.

One bid was received from Structural Group in the amount of \$147,000.00.

### Fiscal Impact

This routine repair was anticipated and \$100,000 was budgeted in FY 2010 to cover the cost of transfer station tip floor repairs. Funds for the unbudgeted amount of \$47,000 can be covered by dollars available in line item within the Capital Budget for the unspent funds for the Facility Construction Insurance, which was budgeted for \$120,000 for FY 2010. The policy was bound in December 2009 for \$48,193, leaving a balance of funds remaining at \$71,807.00.

### Attachment

Resolution No. 2010-09



## RESOLUTION NO. 2010-09

### RESOLUTION OF THE SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY BOARD OF DIRECTORS APPROVING AN APPROPRIATION TRANSFER FOR THE FLOOR RESURFACING PROJECT

**WHEREAS**, a Request for Bids for repairs to the transfer station floor was released March 1, 2010; and

**WHEREAS**, one bid was received on March 18, 2010 from Structural Group in the amount of \$147,000.00; and

**WHEREAS**, the Executive Director was authorized to accept a bid from the low-bidder and enter into contract for the described transfer station floor repair work.

**NOW, THEREFORE BE IT RESOLVED** that the South Bayside Waste Management Authority hereby approves an appropriations transfer to Floor Resurfacing project (Capital Budget Number 570300-SF005) in the amount of \$47,000, and Authorizes the Executive Director to transfer funds from the unspent funds for the Facility Construction Insurance.

**PASSED AND ADOPTED** by the Board of Directors of the South Bayside Waste Management Authority, County of San Mateo, State of California on the this 25th day of March 2010, by the following vote:

Agency	Yes	No	Abstain	Absent	Agency	Yes	No	Abstain	Absent
Atherton					Menlo Park				
Belmont					Redwood City				
Burlingame					San Carlos				
East Palo Alto					San Mateo				
Foster City					County of San Mateo				
Hillsborough					West Bay Sanitary Dist				

I HEREBY CERTIFY that the foregoing Resolution No. 2010-09 was duly and regularly adopted at a regular meeting of the South Bayside Waste Management Authority on March 25, 2010.

ATTEST:

\_\_\_\_\_  
Jim Porter, Chairperson of SBWMA

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Jeannene Minnix, Board Secretary

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## Allied Waste Update

Agenda Item 3C  
Part I - 17 Pages\*

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Part I	Executive Summary	Attached
Part II	Monthly Progress Report By City	Posted on Website-not attached
Part III	Coordinator Call Logs	Posted on Website-not attached



## EXECUTIVE SUMMARY

### **Overtime Hours per Day (Transfer Station/MRF)**

Overtime hours per day for the TS and MRF (T20) dropped to 12 hours per day in February from 30 hours per day in the previous month. This represents a 60% in overtime hours per day. This decrease in overtime can be attributed to inbound volumes being substantially lower in February versus the previous month. Historically, February volumes have yielded lower volumes than any other month and this February appears to be no different. As history has shown, we do anticipate material volumes to increase in March and therefore, we expect to see an increase in the overtime hours per day for the month of March.

### **Overtime Hours per Day (Collection Operations)**

Overtime hours per day for the collection operation (925) in February decreased dramatically from 105 hours per day to 42 hours per day. This represents a 60% decrease month over month in overtime hours per day. As is normal after the holiday season, we see a drastic decline in overtime hours per day in the month of February, as collection schedules and waste stream volumes return to normal. Recording 42 hours per day of overtime is below the average trend for hours of overtime per day prior to the spike in overtime hours per day, which occurs during the holiday season. In addition, 42 hours of overtime per day is well below the previous 12-month average of 54 hours per day. We do expect this number to remain relatively consistent in the coming months, but do expect a slight increase in the summer, as we begin to start the vacation season.

### **Average Weekly Delayed Pickups**

The average weekly number of delayed pickups for the month of February decreased month over month, moving from 78 to 58. This decrease can be attributed to the curbside collection schedule returning to normal in February. This represents a 26% decrease in the number of delayed pickups versus the previous month. The average weekly number for delayed pickups in February out performs our average weekly number of delayed pickups for the previous 12-months of approximately 75. The average weekly number of delayed pickups in February continues to far exceed performance standards for the industry of 120 per week based on the high number of service opportunities in the area.

### **Missed Pickups**

Missed pickups for the month of February were recorded at 2. The number of missed pickups in February is slightly above the previous 12-month average of 1.58 missed pickups. Performance in this area continues to be positive given the approximate 1.1 million service opportunities a month. We anticipate this number to continue to yield positive results in the foreseeable future and will continue to strive to reach and maintain a rate of zero missed pickups each month.





### **Customer Service Average Hold Time**

Average hold time for the month of February decreased to 14 seconds from 31 seconds in the previous month. This represents a 55% reduction in average hold time from the month of January. A 14 second average hold time easily achieves the goal of 30 seconds, but is slightly above the previous 12-month average of 12 seconds. Average hold times in February fell more in line with average hold times from previous months, as call volumes decreased and some Customer Service personnel returned from their scheduled leaves of absence. However, the slightly elevated average hold times can be attributed to the Department still having one Customer Service Representative out on personal leave, one Customer Service Representative, who resigned without notice, and one Customer Service Representative position left vacant due to the employee transferring to another Allied division. We have brought on temporary personnel to fill the two vacant positions, which will assist in keeping average hold times in line with the trend. We anticipate average hold times to remain fairly consistent in the coming months with full-time personnel expected to return from leave and temporary personnel completing their training and the subsequent learning curve and gaining the ability to handle more calls on a daily basis.

### **Calls Answered in 30 Seconds**

Calls Answered in 30 Seconds for the month of February increased to 89%. This number is above the industry standard of 80% and represents a 10 percentage point increase over the previous month. Our performance in this area is in direct correlation with our performance with average hold time. Those contributing factors, which drive average hold time, are also going to drive our performance against this measurement. This number is slightly below our previous 12-month average of 90%. We expect service levels in March to remain relatively consistent with February's number.

### **Calls Answered in 90 Seconds**

The percentage of Calls Answered in 90 Seconds increased to 96% in the month of February. This measurement is tied directly to our number of calls answered in 30 seconds, as well as our average hold time. Our performance in these areas dictates our performance against this particular metric. We expect this number to remain consistent in March with the previous 12-month trend.

### **Abandoned Call Percentage**

Our abandon rate for the month of February decreased to 1.7%. As with most of the call center metrics reported, our performance in this area is dictated by our performance in other key call center metrics (i.e., average hold time, calls answered in 30 seconds, and calls answered in 90 seconds). An abandon rate of 1.7% meets our abandon rate goal of 3.0% or less, but is slightly above our previous 12-month average of 1.66%. We again anticipate this number to remain consistent in the month of March.

### **Total Calls by Month**

Total Calls by Month for February decreased by 20.88% to 12,618. This is approximately 20.41% lower than our average call volume for the previous 12 months of 15,854. Call volume is expected to increase in March due to the "off curb" fee notice mailed to Redwood City residents and a revised Prop 218 notice being mailed to San Carlos residents.



**Self-Haul Ratio**

February 2010 yards per ton ratio was 2.59 yards per ton. When looking at the data by ratio by material type, it is clear that green waste is the primary cause for the recent decline in ratio. In order to understand what is driving the green waste ratio down, observations of the scale house and customers were conducted. During these observations, there were two key findings. First, many self haul green waste customers are now grinding or chipping material prior to delivery to the transfer station. It is fairly common to now see chippers mounted on trucks or towed behind the customer on a trailer. In talking with the customers, there was a recurring theme: in order to negate the increasing gate fees at the transfer station, they have found it cost effective to purchase chipping equipment. The second observation was that it seems that the green waste materials that are being brought are already starting to organically break down, causing a more dense material. The assumption is that customers are making sure they hit capacity of their vehicle before bringing in a load or possibly might be stockpiling green waste material and then loading it into trucks or trailers. Overall, Allied believes that with the significant increases in self haul gate rates that have been implemented over the last two years, customers are making their best effort to get the most out of each load.

As a control measure, Allied management spot checks scale tickets for self haul customers. Specifically, after customers have paid to tip their load, but prior to entering the transfer station, Allied management personnel verifies that the customer was accurately charged for the amount of yardage they plan to tip. If an issue is noted, management will follow up with the Scale House Attendant and use coaching or step discipline to correct the behavior. During the first two months of 2010, 48 transactions were spot checked, and no significant variances were found.

**C&D Recycling Performance**

January 2010 netted 2,376 tons of C&D materials. Allied continues to focus its employees on opportunities to pull this material out of the MSW pile inside the transfer station and these efforts are proving to be successful.

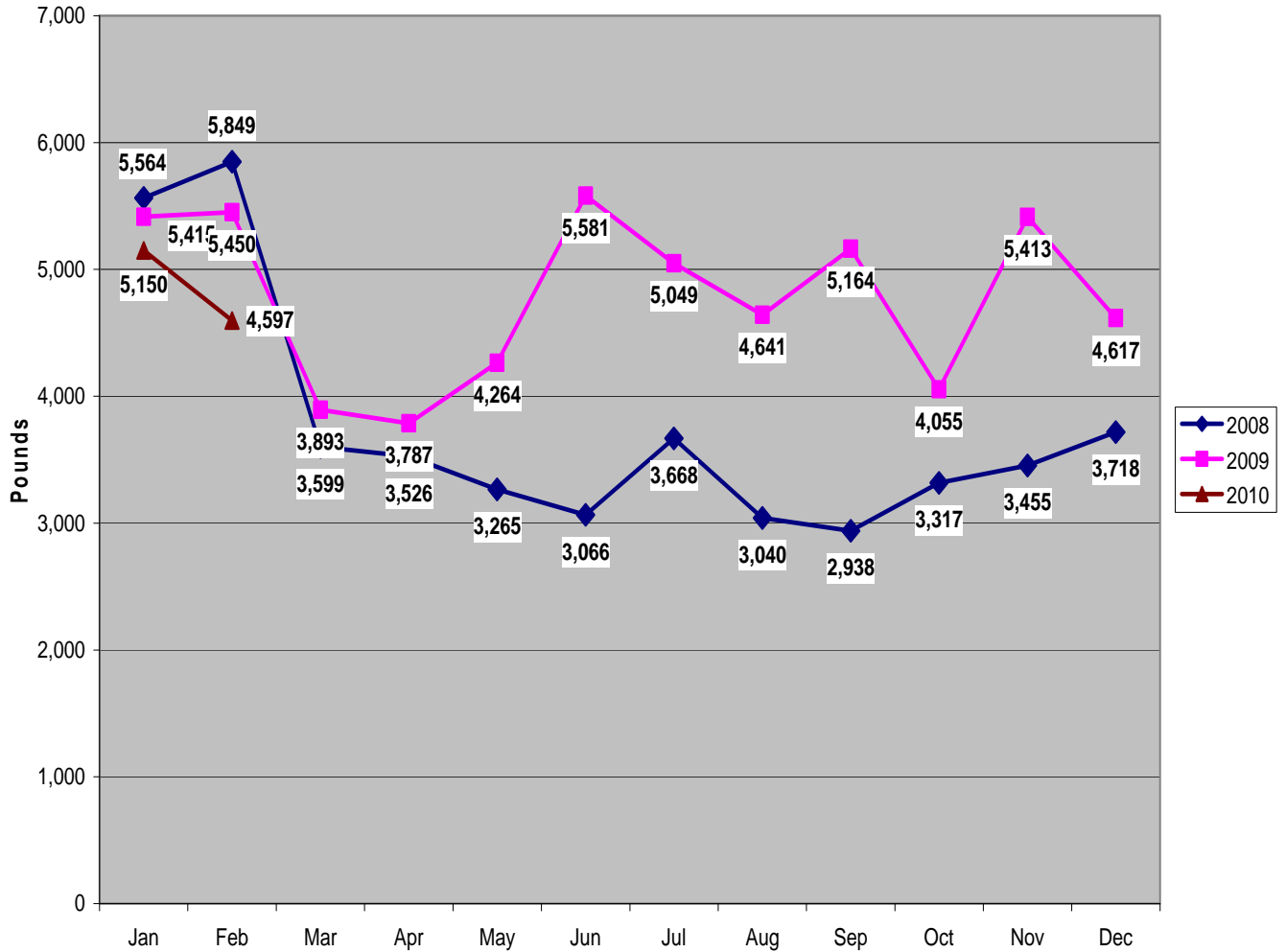
<b>South Bayside Transfer Station C &amp; D Tons to Zanker Road</b>						
	<b>2005</b>	<b>2006</b>	<b>2007</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>
<b>Jan</b>	1,246.98	639.26	1585.44	1,693.36	1,607.03	1,984.50
<b>Feb</b>	1,618.18	1,369.73	1337.82	1,530.43	1,424.63	2,376.00
<b>Mar</b>	2,182.49	1,461.86	1605.41	1,574.55	1,723.11	
<b>Apr</b>	1,100.82	1,361.47	1749.16	2,461.99	2,058.04	
<b>May</b>	1,102.71	2,208.81	2226.75	2,354.57	1,828.76	
<b>Jun</b>	317.86	2,292.17	2048.91	2,674.06	2,093.77	
<b>Jul</b>	353.46	1,943.33	1974.51	2,528.04	2,601.29	
<b>Aug</b>	889.65	2,095.46	2059.83	2,508.20	2,793.49	
<b>Sep</b>	1,271.40	1,740.60	1879.53	2,483.64	2,810.07	
<b>Oct</b>	1,058.87	1,883.58	2126.58	2,576.17	3,075.84	
<b>Nov</b>	657.42	1,453.40	1954.91	1,829.21	2,778.91	
<b>Dec</b>	465.68	1,174.56	1588.37	1,650.82	2,297.58	
	<b>12,265.52</b>	<b>19,624.23</b>	<b>22,137.22</b>	<b>25,865.05</b>	<b>27,092.52</b>	<b>4,360.50</b>



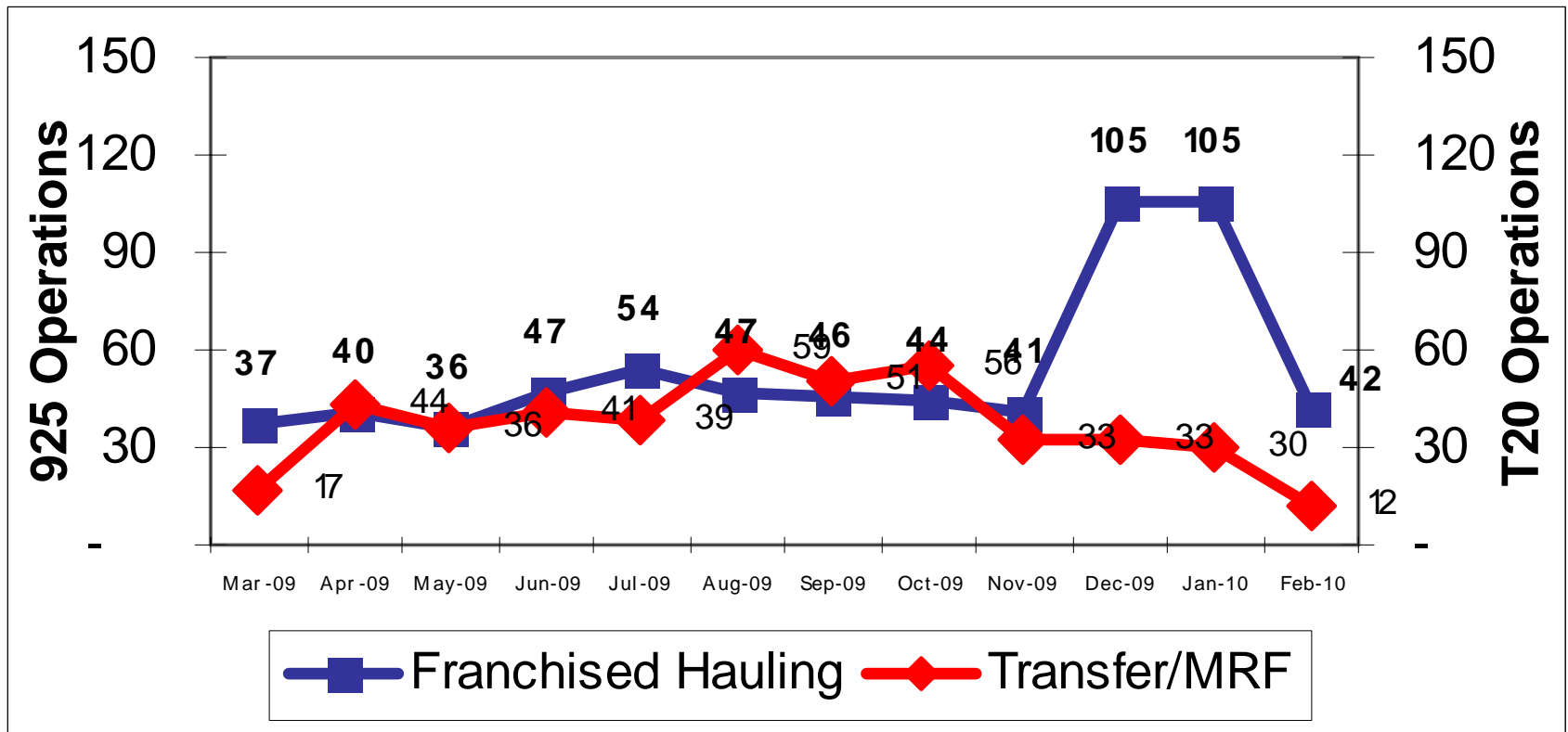
**Battery Collection Performance**

Residential curbside collection volumes for household batteries and cell phones for all jurisdictions in February 2010 was recorded at 4,597 pounds.

**Residential Curbside Cell Phone & Battery Collection**

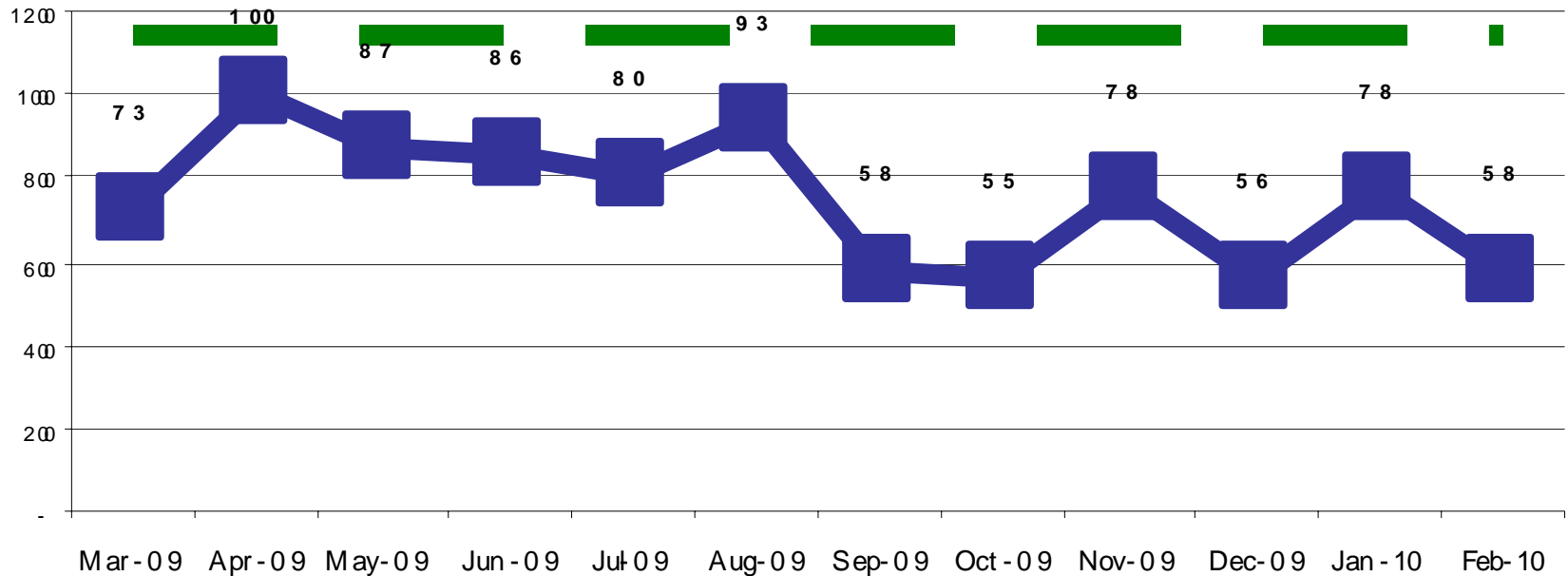


# Collection Driver and Transfer/MRF Operations Overtime Hours Per Day



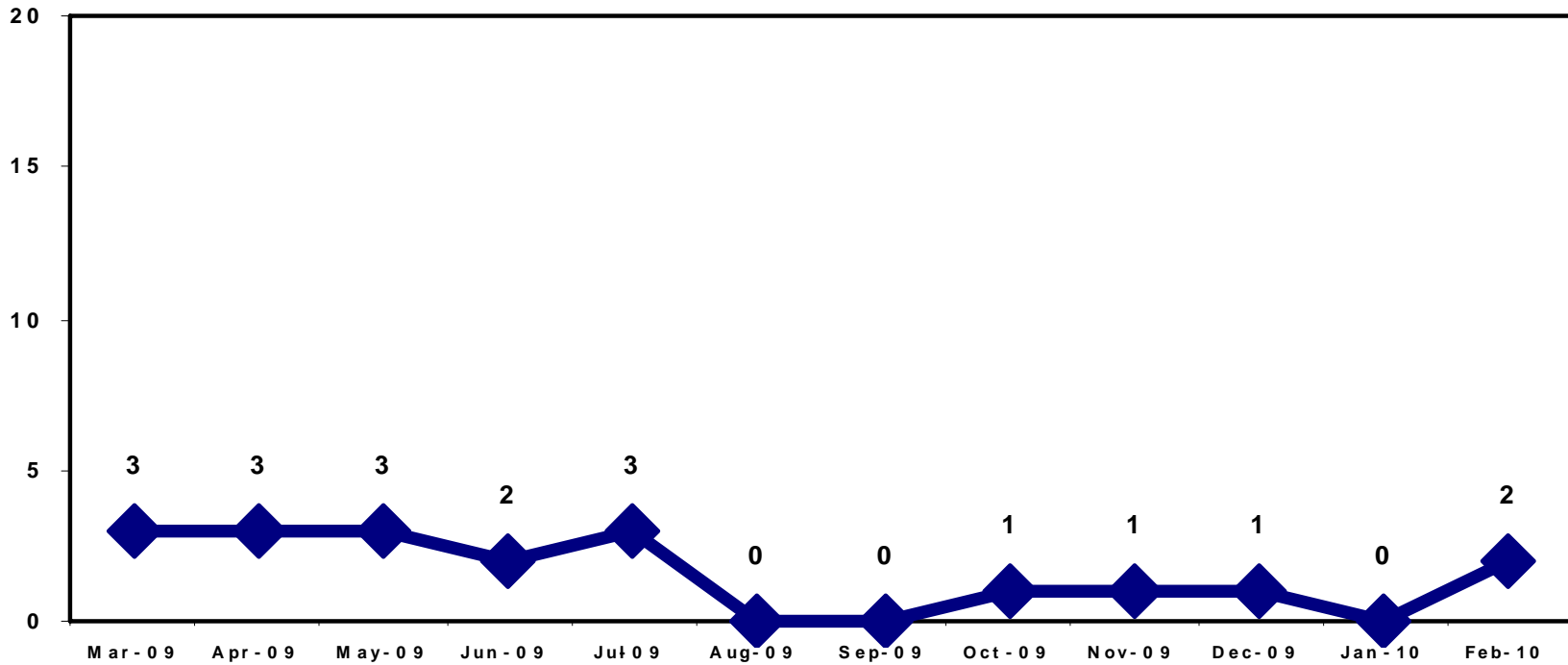
# Average Weekly Delayed Pickups

Service Standard is 114 Total



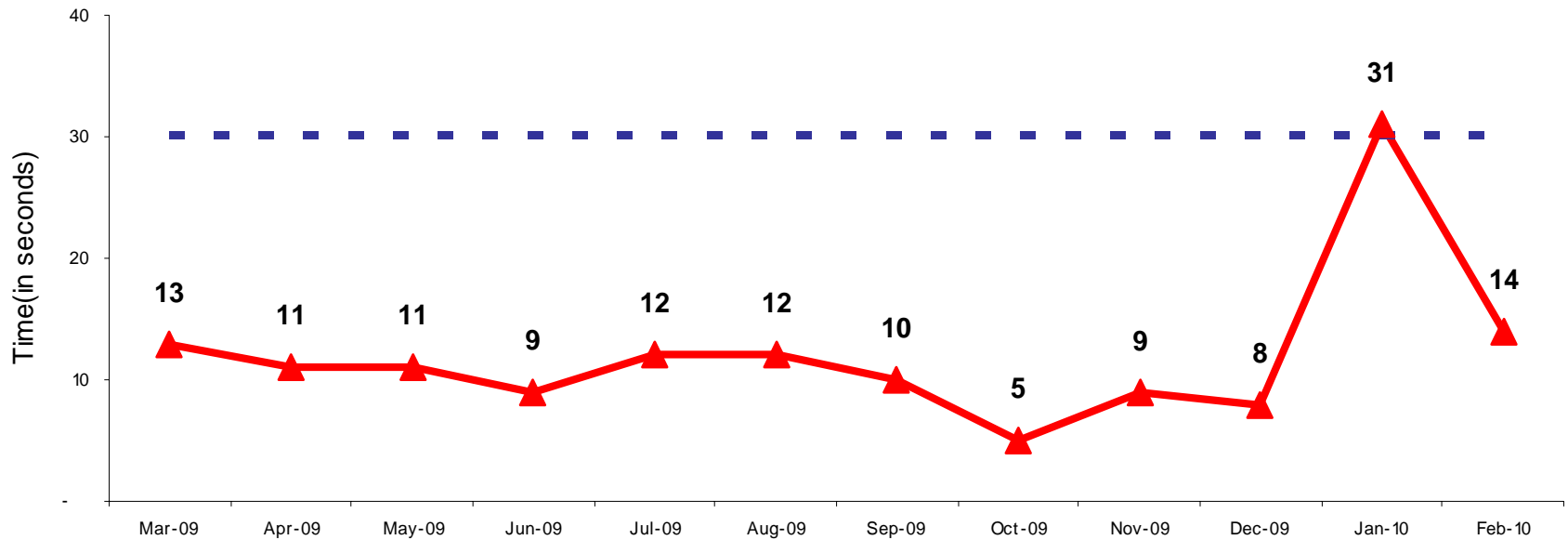
Note: Service Standard is 1 missed pick up per 1000 residential customers and 2 missed pick ups per 1000 commercial customers.

# Monthly Missed Pick Ups



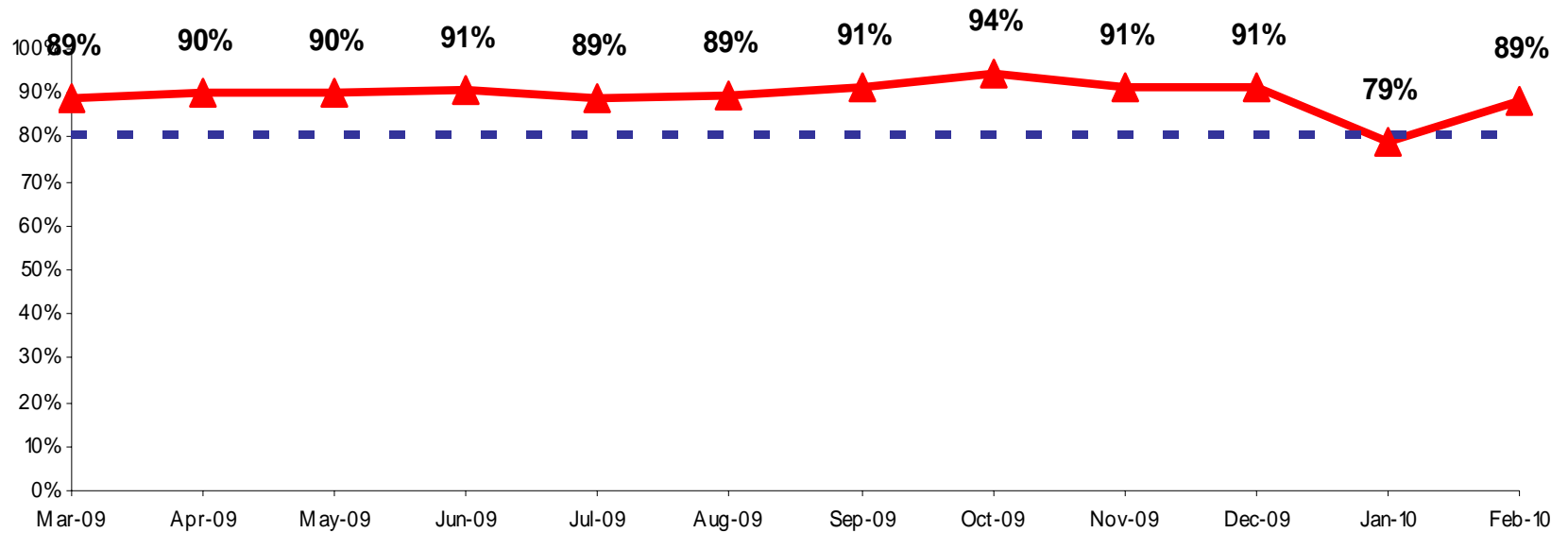
# Customer Service Average Hold Time

30 Second Service Standard



# Customer Service Percentage of Calls Answered in 30 Seconds

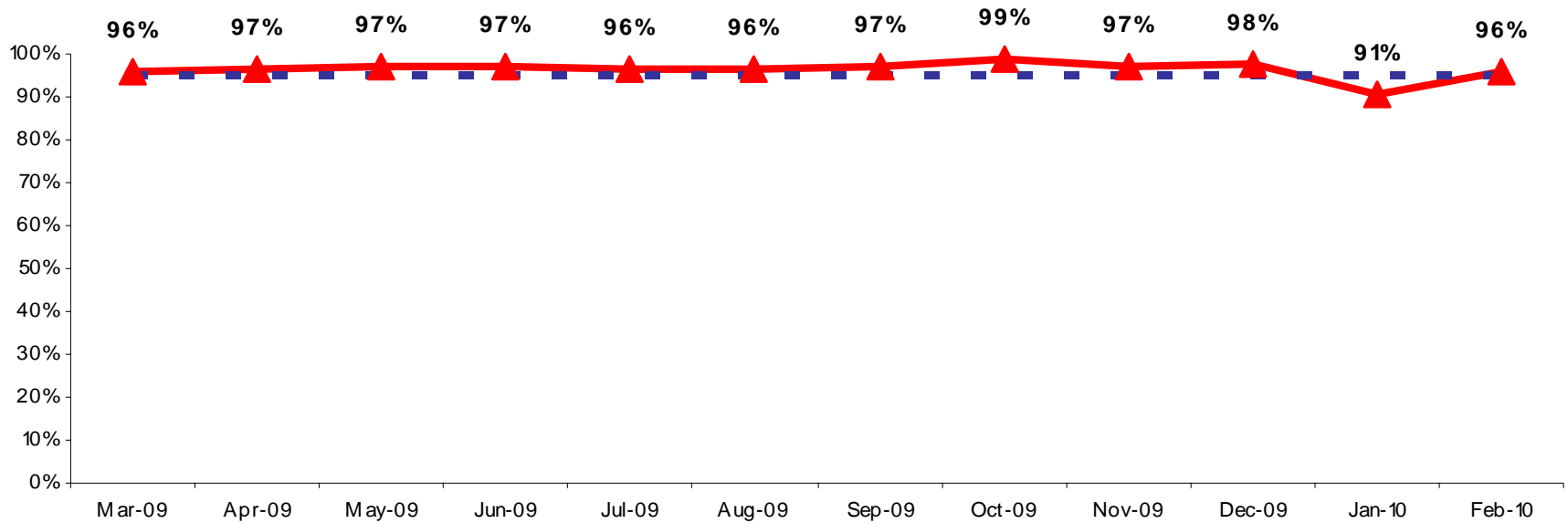
80% Service Standard





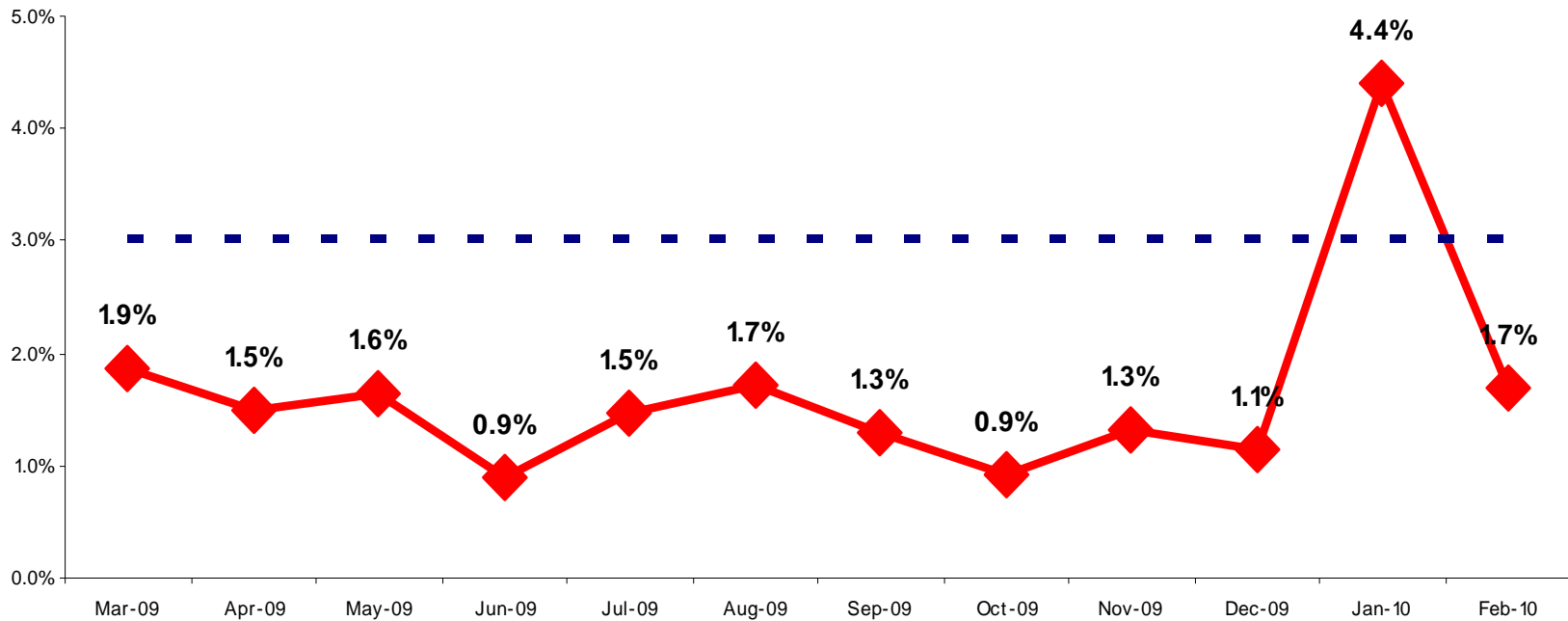
# Customer Service Percentage of Calls Answered in 90 Seconds

95% Service Standard

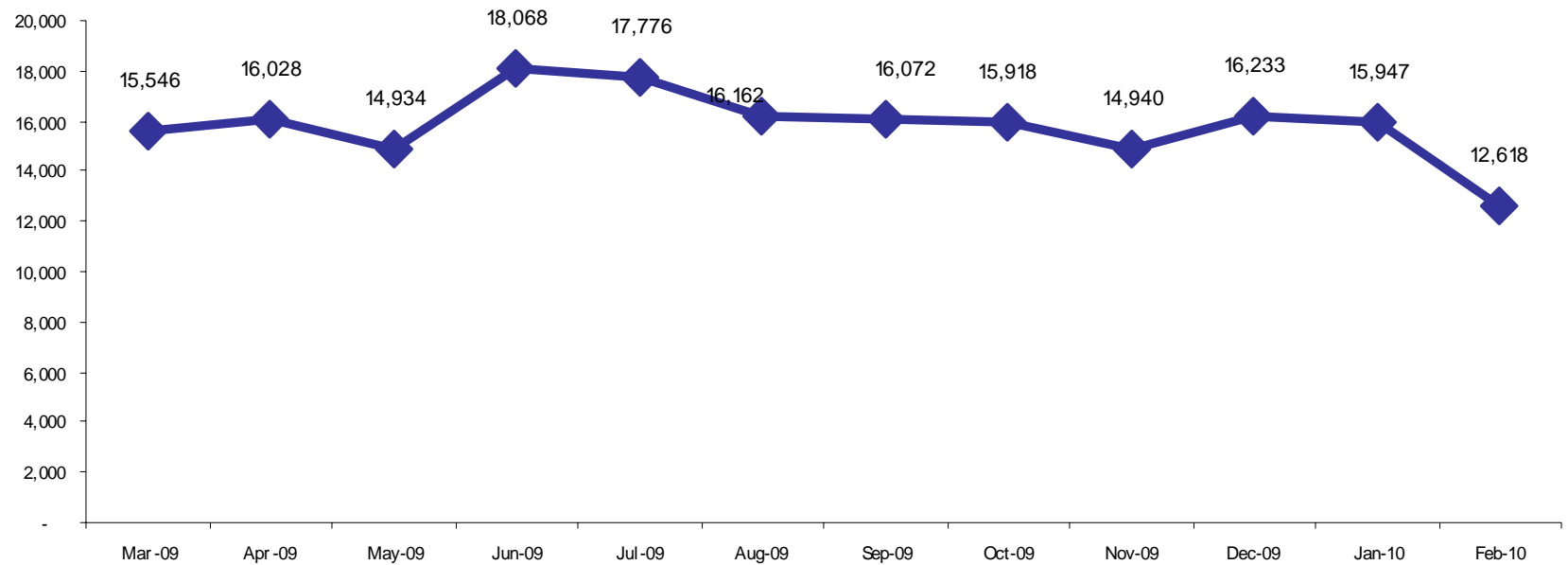


# Customer Service Abandoned Call Percentage

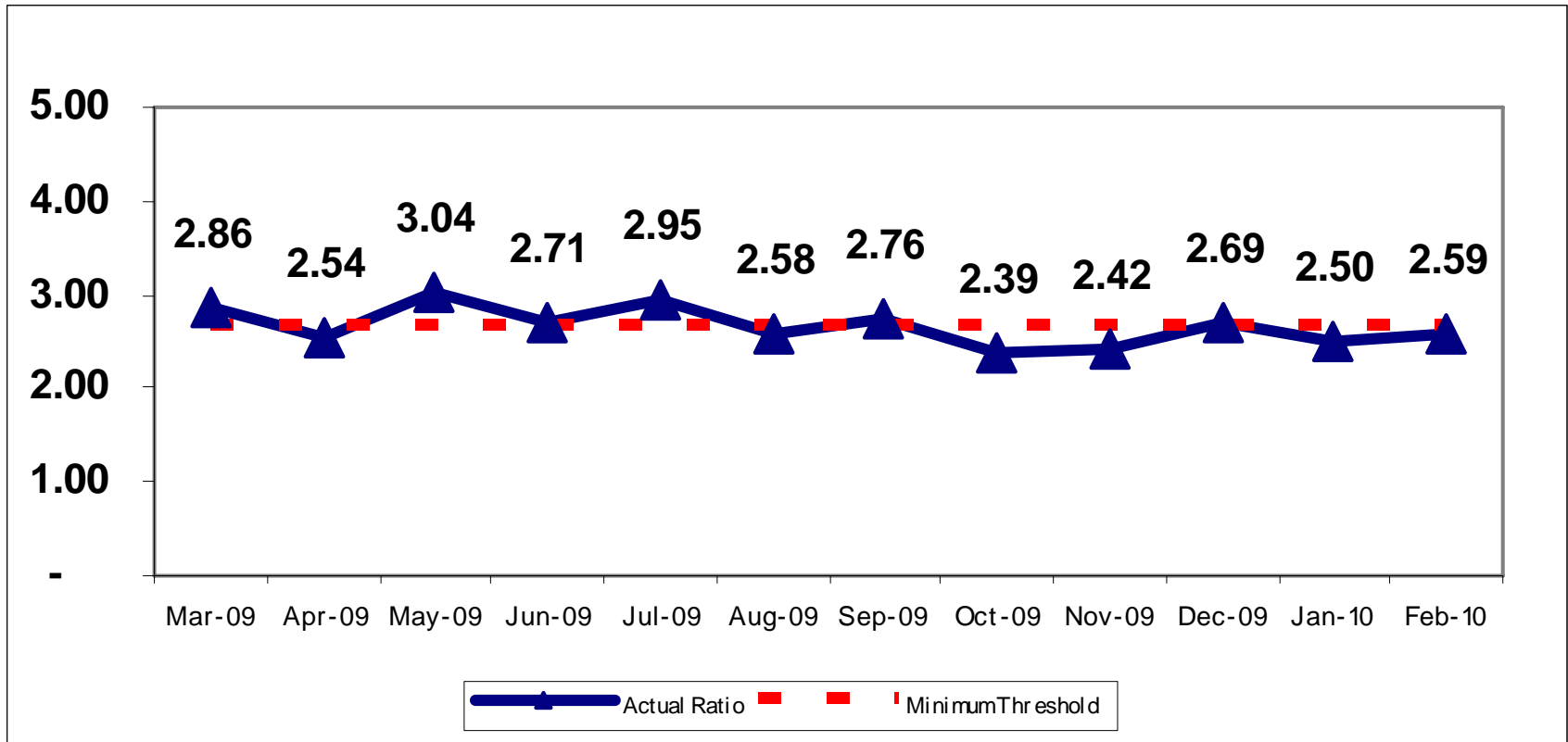
Service Standard 3%



# Total Calls by Month



## Transfer Station Public Yards to Ton Ratio



# 2010 LIQUIDATED DAMAGES



**11.03, B.1a. Failure to commence service to a new recipient within 7 days**

													Less:				2010 Total	Annual Allowance	Net # of Incidents	LD per Incident	Total LD
	JAN	FEB	MAR	Q1 Total	APR	MAY	JUN	Q2 Total	JUL	AUG	SEP	Q3 Total	OCT	NOV	DEC	Q4 Total					
Atherton	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	(5)	\$ 150	\$ -
Belmont	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	(5)	\$ 150	\$ -
Burlingame	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	(5)	\$ 150	\$ -
East Palo Alto	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	(5)	\$ 150	\$ -
Fair Oaks/SMCo	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	(5)	\$ 150	\$ -
Foster City	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	(5)	\$ 150	\$ -
Hillsborough	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	(5)	\$ 150	\$ -
Menlo Park	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	(5)	\$ 150	\$ -
Redwood City	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	(5)	\$ 150	\$ -
San Carlos	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	(5)	\$ 150	\$ -
San Mateo	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	(5)	\$ 150	\$ -
West Bay	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	(5)	\$ 150	\$ -
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	60	(60)		\$ -

**11.03, B.1b. Missed Pickup Not Corrected in 24 Hours**

													Less:				2010 Total	Annual Allowance	Net # of Incidents	LD per Incident	Total LD
	JAN	FEB	MAR	Q1 Total	APR	MAY	JUN	Q2 Total	JUL	AUG	SEP	Q3 Total	OCT	NOV	DEC	Q4 Total					
Atherton	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15	(15)	\$ 150	\$ -
Belmont	-	1	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	15	(14)	\$ 150	\$ -
Burlingame	-	1	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	15	(14)	\$ 150	\$ -
East Palo Alto	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15	(15)	\$ 150	\$ -
Fair Oaks/SMCo	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15	(15)	\$ 150	\$ -
Foster City	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15	(15)	\$ 150	\$ -
Hillsborough	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15	(15)	\$ 150	\$ -
Menlo Park	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15	(15)	\$ 150	\$ -
Redwood City	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15	(15)	\$ 150	\$ -
San Carlos	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15	(15)	\$ 150	\$ -
San Mateo	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15	(15)	\$ 150	\$ -
West Bay	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15	(15)	\$ 150	\$ -
	-	2	-	2	-	-	-	-	-	-	-	-	-	-	-	-	-	2	180	(178)	\$ -

**11.03, B.1c. Consecutive Missed Pickups**

													Less:				2010 Total	Annual Allowance	Net # of Incidents	LD per Incident	Total LD
	JAN	FEB	MAR	Q1 Total	APR	MAY	JUN	Q2 Total	JUL	AUG	SEP	Q3 Total	OCT	NOV	DEC	Q4 Total					
Atherton	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	-	\$ 150	\$ -
Belmont	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	-	\$ 150	\$ -
Burlingame	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	-	\$ 150	\$ -
East Palo Alto	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	-	\$ 150	\$ -
Fair Oaks/SMCo	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	-	\$ 150	\$ -
Foster City	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	-	\$ 150	\$ -
Hillsborough	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	-	\$ 150	\$ -
Menlo Park	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	-	\$ 150	\$ -
Redwood City	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	-	\$ 150	\$ -
San Carlos	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	-	\$ 150	\$ -
San Mateo	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	-	\$ 150	\$ -
West Bay	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	-	\$ 150	\$ -
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	-		\$ -

# 2010 LIQUIDATED DAMAGES



### 11.03, B.1d. Failure to properly conduct special collections

	JAN	FEB	MAR	Q1			Q2			Q3			Q4			2010 Total	Less:			Total LD
				Total	APR	MAY	JUN	Total	JUL	AUG	SEP	Total	OCT	NOV	DEC		Total	Annual Allowance	Net # of Incidents	
Atherton	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0		\$ 250	\$ -
Belmont	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0		\$ 250	\$ -
Burlingame	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0		\$ 250	\$ -
East Palo Alto	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0		\$ 250	\$ -
Fair Oaks/SMCo	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0		\$ 250	\$ -
Foster City	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0		\$ 250	\$ -
Hillsborough	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0		\$ 250	\$ -
Menlo Park	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0		\$ 250	\$ -
Redwood City	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0		\$ 250	\$ -
San Carlos	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0		\$ 250	\$ -
San Mateo	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0		\$ 250	\$ -
West Bay	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0		\$ 250	\$ -
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0			\$ -

### 11.03, B.1e. Failure to perform and submit billing reviews

	JAN	FEB	MAR	Q1			Q2			Q3			Q4			2010 Total	Less:			Total LD
				Total	APR	MAY	JUN	Total	JUL	AUG	SEP	Total	OCT	NOV	DEC		Total	Annual Allowance	Net # of Incidents	
Atherton	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0		\$ 250	\$ -
Belmont	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0		\$ 250	\$ -
Burlingame	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0		\$ 250	\$ -
East Palo Alto	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0		\$ 250	\$ -
Fair Oaks/SMCo	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0		\$ 250	\$ -
Foster City	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0		\$ 250	\$ -
Hillsborough	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0		\$ 250	\$ -
Menlo Park	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0		\$ 250	\$ -
Redwood City	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0		\$ 250	\$ -
San Carlos	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0		\$ 250	\$ -
San Mateo	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0		\$ 250	\$ -
West Bay	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0		\$ 250	\$ -
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0			\$ -

### 11.03, B.2a. For each occurrence of private property damage

	JAN	FEB	MAR	Q1			Q2			Q3			Q4			2010 Total	Less:			Total LD
				Total	APR	MAY	JUN	Total	JUL	AUG	SEP	Total	OCT	NOV	DEC		Total	Annual Allowance	Net # of Incidents	
Atherton	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7	(7)	\$ 250	\$ -
Belmont	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7	(7)	\$ 250	\$ -
Burlingame	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7	(7)	\$ 250	\$ -
East Palo Alto	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7	(7)	\$ 250	\$ -
Fair Oaks/SMCo	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7	(7)	\$ 250	\$ -
Foster City	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7	(7)	\$ 250	\$ -
Hillsborough	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7	(7)	\$ 250	\$ -
Menlo Park	1	-	-	1	-	-	-	-	-	-	-	-	-	-	-	1	7	(6)	\$ 250	\$ -
Redwood City	1	-	-	1	-	-	-	-	-	-	-	-	-	-	-	1	7	(6)	\$ 250	\$ -
San Carlos	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7	(7)	\$ 250	\$ -
San Mateo	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7	(7)	\$ 250	\$ -
West Bay	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7	(7)	\$ 250	\$ -
	2	-	-	2	-	-	-	-	-	-	-	-	-	-	-	2	84	(82)		\$ -

# 2010 LIQUIDATED DAMAGES



**11.03, B.2b. For each occurrence of failure to properly return containers to the appropriate location**

	Q1			Q2			Q3			Q4			2010 Total	Less:			Total LD			
	JAN	FEB	MAR	Total	APR	MAY	JUN	Total	JUL	AUG	SEP	Total		OCT	NOV	DEC		Total	Annual Allowance	Net # of Incidents
Atherton	-	1	-	1	-	-	-	-	-	-	-	-	-	-	-	1	10	(9)	\$ 150	\$ -
Belmont	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10	(10)	\$ 150	\$ -
Burlingame	2	-	-	2	-	-	-	-	-	-	-	-	-	-	-	2	10	(8)	\$ 150	\$ -
East Palo Alto	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10	(10)	\$ 150	\$ -
Fair Oaks/SMCo	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10	(10)	\$ 150	\$ -
Foster City	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10	(10)	\$ 150	\$ -
Hillsborough	1	-	-	1	-	-	-	-	-	-	-	-	-	-	-	1	10	(9)	\$ 150	\$ -
Menlo Park	-	1	-	1	-	-	-	-	-	-	-	-	-	-	-	1	10	(9)	\$ 150	\$ -
Redwood City	-	2	-	2	-	-	-	-	-	-	-	-	-	-	-	2	10	(8)	\$ 150	\$ -
San Carlos	-	1	-	1	-	-	-	-	-	-	-	-	-	-	-	1	10	(9)	\$ 150	\$ -
San Mateo	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10	(10)	\$ 150	\$ -
West Bay	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10	(10)	\$ 150	\$ -
<b>Total</b>	<b>3</b>	<b>5</b>	<b>-</b>	<b>8</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>8</b>	<b>120</b>	<b>(112)</b>		<b>\$ -</b>

**11.03, B.2c. For each occurrence of excessive noise or discourteous behavior**

	Q1			Q2			Q3			Q4			2010 Total	Less:			Total LD			
	JAN	FEB	MAR	Total	APR	MAY	JUN	Total	JUL	AUG	SEP	Total		OCT	NOV	DEC		Total	Annual Allowance	Net # of Incidents
Atherton	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	-	\$ 250	\$ -
Belmont	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	-	\$ 250	\$ -
Burlingame	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	-	\$ 250	\$ -
East Palo Alto	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	-	\$ 250	\$ -
Fair Oaks/SMCo	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	-	\$ 250	\$ -
Foster City	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	-	\$ 250	\$ -
Hillsborough	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	-	\$ 250	\$ -
Menlo Park	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	-	\$ 250	\$ -
Redwood City	1	-	-	1	-	-	-	-	-	-	-	-	-	-	-	1	0	1	\$ 250	\$ 250
San Carlos	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	-	\$ 250	\$ -
San Mateo	1	-	-	1	-	-	-	-	-	-	-	-	-	-	-	1	0	1	\$ 250	\$ 250
West Bay	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	-	\$ 250	\$ -
<b>Total</b>	<b>2</b>	<b>-</b>	<b>-</b>	<b>2</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2</b>	<b>0</b>	<b>2</b>		<b>\$ 500</b>

**11.03, B.2d. For each failure to clean up solid waste spilled by the Contractor**

	Q1			Q2			Q3			Q4			2010 Total	Less:			Total LD			
	JAN	FEB	MAR	Total	APR	MAY	JUN	Total	JUL	AUG	SEP	Total		OCT	NOV	DEC		Total	Annual Allowance	Net # of Incidents
Atherton	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15	(15)	\$ 150	\$ -
Belmont	-	2	-	2	-	-	-	-	-	-	-	-	-	-	-	2	15	(13)	\$ 150	\$ -
Burlingame	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15	(15)	\$ 150	\$ -
East Palo Alto	1	-	-	1	-	-	-	-	-	-	-	-	-	-	-	1	15	(14)	\$ 150	\$ -
Fair Oaks/SMCo	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15	(15)	\$ 150	\$ -
Foster City	1	1	-	2	-	-	-	-	-	-	-	-	-	-	-	2	15	(13)	\$ 150	\$ -
Hillsborough	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15	(15)	\$ 150	\$ -
Menlo Park	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15	(15)	\$ 150	\$ -
Redwood City	3	1	-	4	-	-	-	-	-	-	-	-	-	-	-	4	15	(11)	\$ 150	\$ -
San Carlos	-	2	-	2	-	-	-	-	-	-	-	-	-	-	-	2	15	(13)	\$ 150	\$ -
San Mateo	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15	(15)	\$ 150	\$ -
West Bay	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15	(15)	\$ 150	\$ -
<b>Total</b>	<b>5</b>	<b>6</b>	<b>-</b>	<b>11</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>11</b>	<b>180</b>	<b>(169)</b>		<b>\$ -</b>

# 2010 LIQUIDATED DAMAGES



**11.03, B.2e. For each occurrence of collection of solid waste materials during unauthorized hours**

	JAN	FEB	MAR	Q1			APR	MAY	JUN	Q2			JUL	AUG	SEP	Q3			OCT	NOV	DEC	Q4			2010 Total	Less:		LD per Incident	Total LD
				Total	Total	Total				Total	Total	Total				Total	2010 Annual Allowance	Net # of Incidents											
Atherton	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10	(10)	\$ 250	\$ -	
Belmont	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10	(10)	\$ 250	\$ -	
Burlingame	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10	(10)	\$ 250	\$ -	
East Palo Alto	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10	(10)	\$ 250	\$ -	
Fair Oaks/SMCo	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10	(10)	\$ 250	\$ -	
Foster City	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10	(10)	\$ 250	\$ -	
Hillsborough	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10	(10)	\$ 250	\$ -	
Menlo Park	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10	(10)	\$ 250	\$ -	
Redwood City	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10	(10)	\$ 250	\$ -	
San Carlos	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10	(10)	\$ 250	\$ -	
San Mateo	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10	(10)	\$ 250	\$ -	
West Bay	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10	(10)	\$ 250	\$ -	
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	120	(120)		\$ -

**11.03, B.3a. For each failure to initially respond to a service recipient complaint within one business day**

	JAN	FEB	MAR	Q1			APR	MAY	JUN	Q2			JUL	AUG	SEP	Q3			OCT	NOV	DEC	Q4			2010 Total	Less:		LD per Incident	Total LD
				Total	Total	Total				Total	Total	Total				Total	2010 Annual Allowance	Net # of Incidents											
Atherton	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	-	\$ 100	\$ -	
Belmont	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	-	\$ 100	\$ -
Burlingame	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	-	\$ 100	\$ -
East Palo Alto	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	-	\$ 100	\$ -
Fair Oaks/SMCo	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	-	\$ 100	\$ -
Foster City	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	-	\$ 100	\$ -
Hillsborough	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	-	\$ 100	\$ -
Menlo Park	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	-	\$ 100	\$ -
Redwood City	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	-	\$ 100	\$ -
San Carlos	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	-	\$ 100	\$ -
San Mateo	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	-	\$ 100	\$ -
West Bay	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	-	\$ 100	\$ -
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -

**11.03, B.3b. For each failure to process service recipient complaints to Agency**

	JAN	FEB	MAR	Q1			APR	MAY	JUN	Q2			JUL	AUG	SEP	Q3			OCT	NOV	DEC	Q4			2010 Total	Less:		LD per Incident	Total LD
				Total	Total	Total				Total	Total	Total				Total	2010 Annual Allowance	Net # of Incidents											
Atherton	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0		\$ 100	\$ -	
Belmont	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0		\$ 100	\$ -
Burlingame	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0		\$ 100	\$ -
East Palo Alto	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0		\$ 100	\$ -
Fair Oaks/SMCo	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0		\$ 100	\$ -
Foster City	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0		\$ 100	\$ -
Hillsborough	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0		\$ 100	\$ -
Menlo Park	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0		\$ 100	\$ -
Redwood City	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0		\$ 100	\$ -
San Carlos	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0		\$ 100	\$ -
San Mateo	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0		\$ 100	\$ -
West Bay	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0		\$ 100	\$ -
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0			\$ -

	25	-	-	-	25	\$ 500
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NEW BUSINESS



## STAFF REPORT

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**To:** SBWMA Board Members  
**From:** Cliff Feldman, Recycling Programs Manager  
Kevin McCarthy, Executive Director  
**Date:** March 25, 2010 Board of Director's Meeting  
**Subject:** Resolution Approving the License Agreement with Recology San Mateo County for use of the Shoreway Recycling and Disposal Center (Shoreway Environmental Center)

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### Recommendation

It is recommended that the SBWMA Board of Directors approve Resolution No. 2010-10 attached hereto authorizing the following action:

1. Approve the License Agreement between the SBWMA and Recology San Mateo County for use of the Shoreway Recycling and Disposal Center.
2. The Executive Director is hereby authorized and directed to execute the License Agreement substantially in the form presented to this meeting (Exhibit A), with such non-substantive additions, clarifications and other changes he deems necessary or advisable after consultation with the Authority's Legal Counsel.

### Analysis

The corporation yard operations associated with the franchised collection services provided to the Member Agencies by Republic Services is located at the Shoreway Recycling and Disposal Center (referred to as Shoreway Center in the License Agreement and to be renamed the Shoreway Environmental Center on January 1, 2011). Since the Shoreway Center has historically been occupied in its entirety by one company, there has never been a reason to formalize use of the facility in the form of a License Agreement. The new collection services provided by Recology San Mateo County (RSMC) commencing on January 1, 2011 will require the company to use several of the Shoreway Center buildings (e.g., Administration Building, Vehicle and Container Maintenance Buildings), as specified in the Collection Services RFP and subsequent Member Agency Franchise Agreements with RSMC.

The License Agreement is the legal document formalizing the company's and SBWMA's rights and obligations with regard to RSMC operations on-site. The key provisions in the License Agreement include insurance, indemnification, parking, utilities, water quality protection, facility improvements and corporate guaranty. The term shall coincide with the term of the Member Agencies Franchise Agreements (i.e., January 1, 2011 through December 31, 2020). The company will be required to compensate the SBWMA the sum of \$1.00 per year for use of the Shoreway Center.

### Background

Since the Shoreway Center has historically been occupied in its entirety by one company, there has never been a reason to formalize use of the facility in the form of a License Agreement. The new collection services provided by RSMC commencing on January 1, 2011 will require the company to use several of the buildings at the Shoreway Environmental Center (e.g., Administration Building, Vehicle and Container Maintenance Buildings).

The Collection Services request for proposals (RFP) issued on November 2, 2007 contemplated a scenario whereby one contractor would be selected and authorized to use the Shoreway Center for its base of corporation yard operations. RSMC was one of four companies that submitted a proposal in response to the Collection Services RFP. On August 28, 2008, the SBWMA Board of Director's voted unanimously in favor of the recommendation that RSMC be selected as the future collection services provider for each Member Agency. The SBWMA, Member Agencies and RSMC subsequently negotiated Franchise Agreements that were approved and executed by most Member Agencies between August 2009 and March 2010.

It is anticipated that all twelve Member Agencies will execute Franchise Agreements with RSMC that are predicated on the company using the Shoreway Center as its base of operations. As of the date of this staff report, a total of ten Member Agencies have executed, or are in the process of signing Franchise Agreements with the company (i.e., Atherton, Burlingame, East Palo Alto, Foster City, Menlo Park, Redwood City, San Carlos, City of San Mateo, County of San Mateo, and West Bay Sanitary District).

### **Fiscal Impact**

The License Agreement formalizes costs to the SBWMA to provide needed upgrades to the Shoreway Center to modernize the information technology infrastructure in the Administration Building and improve traffic flow in the transfer station and truck parking area. The SBWMA will contribute an amount not to exceed \$71,000 for these upgrades and funding for this purpose is already included in our five year capital budget with the expenses primarily following in FY1011. In addition, the SBWMA is committing to share the cost of needed off site parking with the company in an amount not to exceed \$1,800.00 per month for the term of the agreement and \$14,400 for the anticipated disruption in parking for the first six months of 2011 due to construction at the transfer station building.

#### **Attachments:**

Resolution 2010-10



## RESOLUTION NO. 2010-10

### RESOLUTION OF THE SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY BOARD OF DIRECTORS APPROVING A LICENSE AGREEMENT WITH RECOLOGY SAN MATEO COUNTY FOR USE OF THE SHOREWAY RECYCLING AND DISPOSAL CENTER

**WHEREAS**, The Authority is a joint powers agency organized under the Joint Exercise of Powers Act by cities and other local government agencies in San Mateo County (the "Member Agencies"), each of which oversees the collection of solid waste, plant materials and recyclable materials within its jurisdiction; and

**WHEREAS**, The Authority owns and oversees the operation of the Shoreway Recycling and Disposal Center in San Carlos ("Shoreway Center"). The collection services and recycling and material recovery operations conducted at the Shoreway Center are an integral component of each of the Member Agencies' Source Reduction and Recycling Elements, which have in turn been incorporated into San Mateo County's Integrated Waste Management Plan; and

**WHEREAS**, On November 1, 2007, the Authority issued a Request for Proposals for a qualified contractor to provide Collection Services to the Member Agencies commencing on January 1, 2011; and

**WHEREAS**, Recology San Mateo County (RSMC) submitted a Proposal which, in the judgment of the staff of the Authority, represented the greatest value to the Authority, its Member Agencies and their residents and businesses; and

**WHEREAS**, On August 28, 2008, the SBWMA Board of Director's voted unanimously in favor of recommendation that RSMC be selected as the future collection services company for each Member Agency; and

**WHEREAS**, The Member Agencies, acting in coordination with each other and the Authority, are planning to expand the recycling operations within each of their jurisdictions through a variety of measures, including the institution of "single stream" recycling collection provided by RSMC; and

**WHEREAS**, The services provided by RSMC specified in the Member Agency Franchise Agreements are based on the company using the Shoreway Center as its base of corporation yard operations; and

**WHEREAS**, The Authority staff has negotiated with RSMC since August 2009 and has reached an agreement for the company's use of the Shoreway Center for satisfactory price, terms and conditions; and

**WHEREAS**, a copy of the License Agreement with RSMC is attached to this Resolution (Exhibit A).

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Authority as follows:

1. Approve the License Agreement between the SBWMA and Recology San Mateo County for use of the Shoreway Recycling and Disposal Center.
2. The Executive Director is hereby authorized and directed to execute the Agreement substantially in the form presented to this meeting (Exhibit A), with such non-substantive additions, clarifications and other changes he deems necessary or advisable after consultation with the Authority's Legal Counsel.

**PASSED AND ADOPTED** by the Board of Directors of the South Bayside Waste Management Authority, County of San Mateo, State of California on the this 25<sup>h</sup> day of March, 2010, by the following vote:

Agency	Yes	No	Abstain	Absent	Agency	Yes	No	Abstain	Absent
Atherton					Menlo Park				
Belmont					Redwood City				
Burlingame					San Carlos				
East Palo Alto					San Mateo				
Foster City					County of San Mateo				
Hillsborough					West Bay Sanitary Dist				

I HEREBY CERTIFY that the foregoing Resolution No. 2010-10 was duly and regularly adopted at a regular meeting of the South Bayside Waste Management Authority on March 25, 2010.

ATTEST:

\_\_\_\_\_  
Jim Porter, Chairperson of SBWMA

\_\_\_\_\_  
Jeannene Minnix, Board Secretary

## SHOREWAY CENTER LICENSE AGREEMENT

This License Agreement ("Agreement" or "License") is entered into as of \_\_\_\_\_, 2010, by and between the SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY, a public agency (the "Authority"), and RECOLOGY SAN MATEO COUNTY, a California corporation ("Licensee").

### RECITALS:

A. The Authority is a joint powers authority organized under the California Joint Exercise of Powers Act. Its 12 member agencies are cities and other local governmental agencies in San Mateo County, each of which oversees the collection of solid waste and recyclable materials within its jurisdiction.

B. The Authority owns and oversees the operation of the Shoreway Recycling and Disposal Center (Shoreway Center) in San Carlos. The Shoreway Center and the property on which it is located (the Property) are shown on Exhibit A, attached hereto and incorporated into this Agreement by this reference.

C. The Member Agencies have executed or are considering entering into a Franchise Agreement for Collection Services with Licensee, under which the Licensee would, commencing January 1, 2011, collect solid waste, recyclable materials, and organics materials (Franchise Agreement) from within each such Member Agency's jurisdiction and deliver it to the Shoreway Center for recycling or transfer to a landfill for disposal.

D. The Authority awarded a contract to South Bay Recycling (Shoreway Operator) to operate the Shoreway Center commencing January 1, 2011.

E. Licensee desires to use a portion of the Property commencing January 1, 2011, in connection with its performance of its Franchise Agreements with Member Agencies.

F. Authority is willing to allow such use on the following terms and conditions.

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Grant of License. Subject to the conditions, covenants and restrictions of this Agreement, the Authority grants to Licensee a license ("License") to use the License Area for the Permitted Use, together with necessary rights of ingress and egress over the Property, commencing January 1, 2011.

2. Term. The term of this Agreement will begin on \_\_\_\_\_ {same as the "as of" date on the first line} and will end on December 31, 2020, unless previously extended by agreement of both parties or terminated by Authority as provided in Section 19.

3. License Area. The License Area comprises two separate portions of the Property:

A. Collection Operations Area. This consists of an approximately 276,843 square foot area in the northeast portion of the Property designated "Collection Yard - Collection Operations Area" on Exhibit A and includes structures for maintaining,

repairing and cleaning vehicles and bins, as well as underground fuel tanks and dispensing pumps and the oil/water separator. Licensee will be responsible for maintenance, permits and spill response in this area and shall ensure that all operating permits are current.

B. Administration Area. This consists of approximately 21,131 square feet of office space and adjacent parking area designed "Administration - Collection Operations Area" on Exhibit A.

4. Permitted Uses. Licensee may use the License Area solely for its provision of solid waste, recyclable materials, and organics materials collection services to Member Agencies which have entered into Franchise Agreements with it as provided herein.

Subject to Section 7, Licensee may use the Collection Yard to:

- park collection trucks and supervisory/support vehicles and may permit employees to park their personal vehicles while on duty;
- allow visitors to park their personal vehicles;
- store collection bins and other equipment; and
- wash, maintain, repair, and fuel its vehicles.

Licensee may use the Administration Area for office activities directly and exclusively associated with its provision of collection service to Member Agencies which have entered into Franchise Agreements with it and for employee and visitor parking.

Licensee may not use the License Area for any other purpose or business without obtaining the Authority's prior written consent.

Authority agrees to pay for parking spaces that are made inaccessible in the parking area east of the transfer station during construction that is anticipated to continue through the first six (6) months of 2011. Authority agrees to compensate Licensee for the twenty-four (24) parking spaces that are located in this area and allocated for Licensee's use for an amount not to exceed \$100.00 per month per parking space for each month that the parking spaces are inaccessible to Licensee.

Authority agrees to share one-half (½) of the cost for off-site parking with Licensee for the anticipated thirty-five (35) additional parking spaces that are needed for Licensee's employee parking based on current estimates. Authority agrees to remit payment to Licensee for an amount not to exceed \$1,800.00 per month for the Term for off-site parking. Authority and Licensee agree to meet annually with the goal of determining if Licensee can accommodate all of its parking needs on-site.

5. License Fee. Licensee shall pay Authority One Dollar (\$1.00) per year as a fee for use of the License Area. The fee is payable on January 1 of each year of the Term, commencing January 1, 2011.

6. Shoreway Operator's and Authority's Use of Property. The Shoreway Operator will have limited rights to use the following portions of the Collection Yard: the fueling facilities

and a bay in the smaller maintenance building. In addition, both the Shoreway Operator and Licensee will share use of the entry/exit access roads and the parking area behind the Transfer Station building. Licensee shall cooperate with the Shoreway Operator to minimize interference with Shoreway Operator's activities. Provisions addressing cooperation by the Shoreway Operator with Licensee's activities are specified in Section 5.05.D and Sections 1.J and 1.L of Attachment 3 to the Shoreway Operator's 2009 agreement with the Authority. If there is a dispute between the Licensee and the Shoreway Operator over the use of the Property, the Authority will make a determination, which will be final and binding on both entities.

The Authority shall have exclusive use of a fenced area within the Collection Yard of approximately 5,000 square feet (approximately 50' x 100'). In addition, the Authority shall have exclusive use of one enclosed office in the administration building (at least fifty (50) square feet) and two parking spaces in front of the building. The Authority will be responsible for furnishing the office; Licensee will be responsible for all utilities including telephone and internet access.

7. Utilities. Licensee shall pay for all utilities including water, electricity, gas, heat, light, communications, and janitorial and building maintenance services provided to the License Area. In cases where there is a single meter, the costs will be allocated as the Licensee and Shoreway Operator may agree. If they are unable to agree, the Authority will make a determination, which shall be final and binding on both entities.

8. Personal Property. Licensee shall provide, at its expense, telephone and other communications equipment, furniture, computers, office supplies and moveable partitions as well as all other personal property as needed for its use of the License Area.

9. Maintenance. Licensee shall keep the License Area, including any improvements located thereon, in safe condition and in good order, condition and repair at all times, at Licensee's sole cost and expense. Licensee shall, at Licensee's sole expense, repair any area damaged by Licensee, its agents, employees, or visitors. Licensee acknowledges that this License imposes no duty on Authority to repair or make improvements to the Property. If Licensee fails to perform Licensee's obligations under this Section, the Authority may enter upon the License Area after twenty-four (24) hours prior notice to Licensee (except in the case of an emergency, in which case no notice shall be required) and perform such obligations on Licensee's behalf and expense. Licensee shall, upon demand, immediately reimburse the Authority for the cost of such cure together with interest at a rate of 10% per year from the date of the expenditure by the Authority until such reimbursement is received by the Authority. At the expiration or earlier termination of this License, Licensee shall surrender the License Area to the Authority in the same condition as when received, ordinary wear and tear excepted.

10. Water Quality Protection. Licensee shall use oil-water separators furnished by the Authority to collect oil run-off from its trucks at its wash rack and truck maintenance facilities, in drainage systems in and around the vehicle parking areas, to prevent oil contamination of the San Francisco Bay. Licensee shall submit to Authority, for its review and approval, its Spill Prevention Control and Countermeasure Plan (SPCC) and a Storm Water Pollution Prevention Plan (SWPPP), no later than September 1, 2010. Activities delineated in Licensee's SPCC and SWPPP shall be coordinated with the SPCC and SWPPP prepared by the Facility Operator to ensure that spill control and storm water management at the Shoreway Center is managed in compliance with applicable laws and regulations. Authority shall apply for an interim variance from specific testing and approval requirements for underground storage tank (UST) systems storing certain biodiesel blends (i.e., B5-B20) per section 2631.2 of Chapter 16 of Title 23 of the California Code of Regulations by January 1, 2011. Without regulatory approval obtained by



Authority to allow for the continued use of the existing UST systems for a biodiesel blend, the Authority will consider upgrading the UST tanks, allow for an alternative to the UST tanks, or request that the Member Agencies allow Licensee to use an alternative fuel other than that specified for use in the Member Agency Franchise Agreements.

11. Hazardous Materials. In conducting its operations on the Property, Licensee shall at all times comply with all laws, statutes, ordinances, rules, regulations or orders applicable to hazardous materials and pay all costs of such compliance. Licensee shall immediately notify the Authority if Licensee learns of, or has reason to believe that, a release of Hazardous Materials has occurred in, on or about the License Area. The term “release” or “threatened release” when used with respect to Hazardous Materials shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the License Area. Licensee shall further comply with all laws requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary to mitigate the release or minimize the spread of contamination. In the event that Licensee or its agents or invitees cause a release of Hazardous Materials, Licensee shall, without cost to the Authority and in accordance with all laws and regulations, return the License Area to the condition immediately prior to the release. In connection therewith, Licensee shall afford the Authority a full opportunity to participate in any discussion with governmental agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Materials.

For purposes of this Agreement, “Hazardous Materials” means material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to public health, welfare or the environment. Hazardous Materials includes, without limitation, any material or substance defined as a “hazardous substance, pollutant or contaminant” pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.) or pursuant to Section 25316 of the California Health and Safety Code; a “hazardous waste” listed pursuant to Section 25140 of the California Health and Safety Code; any asbestos and asbestos containing materials and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids.

12. Compliance with Laws. Licensee, at Licensee’s expense, will at all times comply with all applicable laws, regulations, rules, and orders with respect to Licensee’s use of the Property, including, without limitation, those relating to signage, health, disability accommodation (including the Americans with Disabilities Act), safety, noise, environmental protection, waste disposal, and water and air quality. Licensee will furnish satisfactory evidence of such compliance upon request of the Authority.

13. License Non-assignable. This License is personal to the Licensee and shall not be assigned without the prior written consent of Authority. Any attempt to assign the License without such prior consent shall automatically terminate it. No legal title or leasehold interest in the Property is created or vested in Licensee by the grant of this License.

14. Assumption of Risk/Waiver of Claims.

A. Neither the Authority nor any of its directors, officers, employees or Member Agencies shall be liable for any damage to the property of Licensee, its officers, agents, employees, contractors or subcontractors, or their employees, or for any bodily injury or death to such persons, resulting or arising from the condition of the Property or its use by Licensee.

B. Licensee acknowledges and agrees that it will not be a displaced person at the time this License is terminated or expires by its own terms, and Licensee releases, waives and discharges any and all claims, demands, rights, and causes of action against, and covenants not to sue, the Indemnitees under any present or future laws, statutes, or regulations, including, without limitation, any and all claims for relocation benefits or assistance from the Authority under federal and state relocation assistance laws.

C. Licensee acknowledges and agrees that the fee payable hereunder does not take into account any potential liability of the Authority for any consequential or incidental damages including, but not limited to, lost profits arising out of damage to or destruction of the Shoreway Center and consequential disruption of Licensee's use of the License Area. The Authority would not be willing to grant this License in the absence of a waiver of liability for consequential and incidental damages due to the acts or omissions of the Authority or its agents, and Licensee expressly assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligations of Licensee or other waivers contained in this License and as a material part of the consideration for this License, Licensee fully releases, waives and discharges the Indemnitees from any and all claims, demands, and causes of action for consequential and incidental damages (including without limitation, lost profits) arising out of damages to or destruction of the Shoreway Center and agrees that Authority has no duty to rebuild or replace the Shoreway Center in the event of such damage or destruction.

D. In connection with the foregoing releases, Licensee acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Licensee acknowledges that the releases contained herein include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Licensee intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The releases contained herein shall survive expiration or termination of this License.

15. Indemnity. Licensee shall defend (with counsel reasonably satisfactory to the Authority), indemnify and hold harmless the Authority, its officers, directors, employees, volunteers and agents (collectively "Indemnitees"), from and against all claims, causes of action, proceedings, losses, damages, liability, cost, and expense (including, without limitation, any fines, penalties, judgments, litigation costs, attorneys' fees and consulting, engineering and construction costs) for loss of or damage to property and for injuries to or death of any person (including, but not limited to, the property and employees of each party) ("Liability") arising or

resulting from the use of the Property by Licensee, its agents, employees, contractors, subcontractors, or invitees or Licensee's breach of a provision of this Agreement. The duty of Licensee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. It is the express intent of the parties that Licensee will indemnify and hold harmless Indemnitees from any and all claims, suits or actions regardless of the existence or degree of fault or negligence on the part of Indemnitees, except to the extent the Liability is found by a court to have been caused by the active gross negligence, willful misconduct or criminal act of a particular Indemnitee, it being understood and agreed that any Indemnitee not acting in such a manner shall be entitled to the benefits of this indemnity. This indemnity shall survive expiration or termination of this Agreement.

16. Insurance

A. Types and Amounts of Coverage. Licensee, at Licensee's sole cost and expense, shall procure and maintain in force at all times during the Term the following types and amounts of insurance:

1. Workers Compensation and Employer's Liability. Licensee shall maintain Workers Compensation insurance covering its employees in statutory amounts and otherwise in compliance with the laws of the State of California. Licensee shall maintain Employer's Liability insurance in an amount not less than One Million Dollars (\$1,000,000) per accident or disease. Licensee shall not be obligated to carry Workers Compensation insurance if it: (i) qualifies under California Law and continuously complies with all statutory requirements to self-insure against such risks; (ii) furnishes a Certificate of Permission to Self Insure issued by the Department of Industrial Relations; and (iii) maintains excess Workers Compensation and Employer's Liability coverage.

2. Commercial General Liability and Automobile Liability. Licensee shall maintain commercial general liability insurance and automobile liability insurance with a combined single limit of not less than Ten Million Dollars (\$10,000,000) per occurrence covering all claims and all legal liability for personal injury, bodily injury, death, and property damage, including the loss of use thereof, arising out of, or occasioned in any way by Licensee's use of the License Area. The insurance required by this subsection shall include:

- a. Premises Operations;
- b. Personal Injury Liability with Employment Exclusion deleted;
- c. Owned, Non-Owned, and Hired Motor Vehicles;

3. Property Insurance. Licensee shall arrange for the License Area to be added to the all-risk, first-party property insurance maintained by its parent corporation, Recology Inc. The coverage provided by this policy shall be primary as respects the portion of the License Area designated the Collections Operation Area and the improvements located on that portion.

4. Pollution (Environmental Impairment) Liability. Licensee shall maintain pollution liability insurance coverage of not less than ten million dollars (\$10,000,000) per occurrence covering claims for on-site, under-site, or off-site bodily injury and property damage as a result of pollution conditions arising out of its operations under this License Agreement.

B. Required Endorsements

1. The Commercial General Liability policy shall contain endorsements in substantially the following form:

a. "Thirty (30) days prior written notice shall be given to the South Bayside Waste Management Authority in the event of cancellation, reduction in coverage, or nonrenewal of this policy. Such notice shall be sent to:

South Bayside Waste Management Authority  
610 Elm Street, Suite 202  
San Carlos, CA 94070  
Attention: Executive Director"

b. "The Authority, its officers, employees, and agents are additional insureds on this policy."

c. "This policy shall be considered primary insurance as respects any other valid and collectible insurance maintained by the Authority, including any self-insured retention or program of self-insurance, and any other such insurance shall be considered excess insurance only."

d. "Inclusion of the Authority as an additional insured shall not affect the Authority's rights as respects any claim, demand, suit or judgment brought or recovered against the Licensee. This policy shall protect Licensee and Authority in the same manner as though a separate policy had been issued to each, but this shall not operate to increase the company's liability as set forth in the policy beyond the amount shown or to which the company would have been liable if only one party had been named as an insured."

2. The Automobile Liability policy shall contain the endorsements described in subsections B.1 b, c, and d.

3. The Workers Compensation insurance policy (underlying or excess) shall contain an endorsement waiving the carrier's rights of subrogation against the Authority, its agents, officers and employees.

C. Delivery of Proof of Coverage. Licensee shall furnish the Authority, no later than September 1, 2010, certificates of each policy of insurance required hereunder, in form and substance satisfactory to Authority. Such certificates shall show the type and amount of coverage, effective dates and dates of expiration of policies and shall have all required endorsements. If the Authority requests, copies of each policy, together with all endorsements, shall also be promptly delivered to Authority. Renewal certificates will be furnished periodically to Authority to demonstrate maintenance of the required coverages throughout the Term.

D. Other Insurance Requirements.

1. The insurance policies required by this section shall be issued by an insurance company or companies authorized to do business in the State of California and with a rating in the most recent edition of *Best's Insurance Reports* of Size Category XV or larger and a rating classification of A or better.

2. Licensee shall comply with all requirements of the insurers issuing policies. The carrying of insurance shall not relieve Licensee from any obligation under this License. If any claim is made by any third person against the Licensee on account of any occurrence related to this License, the Licensee shall promptly report the facts in writing to the insurance carrier and to the Authority.

3. Licensee shall provide thirty (30) days prior written notice to the Authority in the event of: (i) loss of permission to self insure for Workers Compensation risks; or (ii) cancellation, non-renewal or reduction in coverage of the excess Workers Compensation policy, the automobile liability policy or the property damage policy.

E. Absence of Insurance. If Licensee fails to procure and maintain any insurance required by this License, the Authority may take out and maintain, at Licensee's expense, such insurance as it may deem proper and recover the cost thereof from Licensee.

17. Licensee's Commitments Related to Franchise Agreements. The Franchise Agreements for Collection Services between Member Agencies and Licensee require the Licensee to pay to Authority:

- A. "Gate Fees" for delivering material to the Shoreway Center.
- B. "Excess Contamination Fees" described in Section 6.02 of the Member Agencies Franchise Agreement(s), as well as disincentive payments or other charges for contamination levels of materials delivered to the Shoreway Center exceeding allowable amounts as specified in the franchise agreements.
- C. "Other Fees" that are described in Section 10.05 of the Member Agency Franchise Agreement(s) that are included in customers bills by Licensee on behalf of Member Agencies for various third party provided services such as the Authority's Door-to-Door HHW Collection Service Program with Curbside, Inc. The fees described in the preceding sentence are included as Pass-Through Costs as described in Attachment K section 7 of the Member Agency Franchise Agreements.

Fees remitted to Authority by Licensee on behalf of Member Agencies shall be treated for the purpose of determining Licensee's compensation under the Franchise Agreement(s) as if these fees are paid directly to the Member Agency pursuant to the Franchise Agreement(s).

Licensee agrees to remit payment to Authority for each of these fees by automated clearing house (ACH) transaction or wire transfer within three (3) business days upon receipt of a bill or other demand from Authority. Licensee shall pay to Authority a maximum of once monthly the Excess Contamination Fees and Other Fees described in the preceding subsections 17.B and 17.C. Licensee shall pay to Authority the Gate Fees described in the preceding subsection 17.A a maximum of twice monthly based on payments for: (i) the first (1<sup>st</sup>) through the fifteenth (15<sup>th</sup>) day of each month; and (ii) the sixteenth (16<sup>th</sup>) through the last day of each month. Authority and Licensee agree that the twice monthly payment schedule for Gate Fees described in the preceding sentence shall be implemented commencing April 1, 2011. For the months of January, February and March 2011, Licensee shall remit payment to Authority once per month by ACH or wire transfer within three (3) business days upon receipt of a bill or other demand from Authority.

In addition, the Franchise Agreements include or are expected to include provisions that involve active participation in their administration by the Authority. Examples include: (i) Authority's conduct of a review of Licensee's annual application for adjustment of its compensation; (ii) Authority's conduct of annual evaluations of Licensee's performance as collection contractor; and (iii) public education and outreach activities. Licensee agrees to fully and actively cooperate with Authority to facilitate its accomplishment of all activities contemplated by the Franchise Agreements.

18. Improvements to the License Area. Authority and Licensee agree that improvements to License Area need to be accomplished. Specifically:

- A. Authority and Licensee agree to share equally the cost of all information technology upgrades to the License Area which are needed for Licensee to provide the services specified in the Franchise Agreements. The scope of the upgrades shall be agreed upon in advance by Authority and Licensee. Authority agrees to pay one-half (1/2) of the cost of these upgrades in an amount not to exceed \$33,000 upon receipt of the invoice from Licensee's contractor(s). Licensee's must use qualified licensed contractor(s) that carry workers compensation and general liability insurance and provide in advance of any work, an insurance certificate naming the Authority as an additional insured. Authority shall direct the current occupant to cooperate with Licensee to make the necessary improvements based on a plan submitted by Licensee that ensures no disruption to the current tenants operations. The Authority may post a notice of non-responsibility prior to Licensee's contractor commencing with the specified upgrades to the License Area.
- B. As soon as possible weather permitting, between January 1, 2011 and July 1, 2011, Authority shall authorize Licensee to proceed with painting and striping on the pavement of the Collection Operations Area to improve traffic flow and vehicle safety. Authority shall contribute to Licensee an amount not to exceed \$30,000 for the painting and striping of the Collection Operations Area.
- C. By January 1, 2011, Authority will upgrade the transfer station building northeast corner entrance/exit to include a traffic signal paid for by the Authority in an amount not to exceed \$8,000.

19. Authority's Right to Terminate. Authority may terminate this Agreement if Licensee commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after notice from Authority.

Authority may also terminate this Agreement if the Shoreway Center is destroyed, or damaged so severely as to be inoperable and Authority elects, in its sole discretion, not to rebuild or restore it.

Upon termination of the License, Licensee shall remove all of Licensee's personal property from the Property and shall surrender possession of the License Area to Authority, in the same condition as at the commencement of Licensee's use, normal wear and tear excepted. In the event Licensee fails to remove any personal property or repair the License Area, the Authority may, at its sole election, at any time thereafter remove the Licensee's equipment and personal property from the License Area and restore the License Area to its original condition, at Licensee's sole cost and expense. Licensee's obligations in this Section shall survive expiration

or termination of this License.

20. Notices. All notices required or permitted to be given under this Agreement shall be in writing and delivered by certified or registered mail, return receipt requested, by personal delivery, or by overnight courier, to the appropriate address indicated below or at such other place or places as either the Authority or Licensee may, from time to time, respectively, designate in a written notice given to the other. Notices shall be deemed received four (4) days after the date of mailing, one (1) day after transmittal by overnight courier, or immediately upon personal delivery.

To Licensee: Recology San Mateo County  
1356 Marsten Road  
Burlingame, Ca 94010  
Attention: General Manager

Commencing January 1, 2011:  
Recology San Mateo County  
225 Shoreway Road  
San Carlos, CA 94070  
Attention: General Manager

To Authority: South Bayside Waste Management Authority  
610 Elm Street, Suite 202  
San Carlos, CA 94070  
Attention: Executive Director

Day-to-day communications shall be directed to the Authority's Facility Operations Contract Manager (Telephone: (650) 802-3507) and to Licensee's \_\_\_\_\_ (Tel: (\_\_\_\_) \_\_\_\_\_).

21. No Waiver. No waiver of a breach of any obligation of this Agreement by either party shall be implied from any omission by either party to take action on account of such breach. No express waiver shall affect any breach other than the breach specified in the waiver, and the waiver shall be operative only for the time and to the extent stated. Waivers of any covenant, term or condition by either party shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. A party's consent to or approval of any act by the other party shall not be deemed to waive or render unnecessary its consent to or approval of any subsequent similar acts.

22. Severability. Each provision of this Agreement is intended to be severable. If any term of provision shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.

23. Attorneys' Fees. If any legal proceeding is instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in the proceeding shall receive, in addition to all court costs, reasonable attorneys' fees.

24. Governing Law. The rights and obligations of the parties under this Agreement shall be interpreted in accordance with the laws of the State of California as applied to contracts

that are made and performed entirely in California.

25. Effect of Headings. The headings of the sections of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

26. Integration; Modification. This Agreement constitutes the complete expression of the agreement between the parties and supersedes any prior agreements, whether written or oral, concerning the subject of this Agreement, which are not fully expressed in this Agreement. The parties intend this Agreement to be an integrated agreement. Any modification of or addition to this Agreement must be in writing signed by both parties.

27. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but both of which shall constitute one and the same agreement.

28. Guaranty. Licensee shall deliver to Authority a Guaranty in the form attached hereto concurrently with the execution of this License Agreement.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the day and year first above written by their duly authorized representatives.

**SOUTH BAYSIDE WASTE MANAGEMENT  
AUTHORITY**

**RECOLOGY SAN MATEO COUNTY**

By: \_\_\_\_\_  
Kevin McCarthy  
Executive Director

By: \_\_\_\_\_  
Micheal J. Sangiacomo  
President and CEO

By: \_\_\_\_\_  
Roxanne L. Frye  
Corporate Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Legal Counsel





## STAFF REPORT

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To: SBWMA Board Members  
From: Marshall Moran, Finance Manager  
Kevin McCarthy, Executive Director  
Date: March 25, 2010 Board of Director's Meeting  
Subject: Quarterly Update on Bond Proforma Key Financial Metrics

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### Recommendation

This staff report is for discussion purposes only and no formal action is requested of the Board of Directors.

Based on this quarterly update analysis staff will be recommending at the April 22, 2010 Board meeting a transfer from reserves of \$3,013,000 to break even and achieve the cash flow projections shown in the Official Statement for sale of the Series 2009A bonds. This is higher than the working capital transfer of \$1.6M shown in the bond proforma (basis of cash flow projections) due to the \$1.9M payment to Allied for prior year underpayment now shown as operating expense (see note below).

### Analysis

Staff has conducted a thorough review of the final bond proforma (dated 8/24/09) projected Shoreway operating (financial) results for 2009-2011. This proforma is reflective of final bond sale results and thus differs slightly from the financial projections included in the Authority's Consultant report in the Official Statement. We reviewed the following information listed below to re-project 2009-2011 results:

- 2010 Shoreway facility rate application report from HF&H
- Allied Waste revenue and tonnage data through December 2009
- Allied projected disposal and processing rates for 2010
- Commodity pricing from Allied and Smurfit through February 2010
- Actual investment rates of return through December 2009
- Other known changes such as the new C&D processing agreement with Zanker Road

### *VARIANCE EXPLANATIONS TO AUGUST 2009 PROJECTION:*

#### Revenue Variance (2009 and 2010)

- Lower public volume is offset by higher commodity prices in 2009
- There is an immaterial net revenue change in 2010 (Lower public tons are offset by slightly higher franchise tons and the new county fee added to the tip fee effective July 1, 2010).

#### Operating Expense (2009 and 2010)

- Lower Allied Operating expense due to lower public tonnage projection as stated in November 2009 update and new payment rate to Allied per the 12/09 HF&H Rate Report
- Higher SBWMA program budget due to timing of new contract rollout shifting more expense into the second half of 2010 in FY 2011

### Operating Expense (2011)

- Additional estimated payments due to Allied for prior year underpayments (\$627k)
- Higher plant material and organic processing expense due to higher tipping fees expected with new processing contract(s)

### Transfers from Reserves (2009 and 2010)

- Due to the reclass of the underpayment to Allied for prior years, the amount needed to transfer from reserves to break even increased by 1.389 million in 2009 and \$0.179 million in 2010

### Ending Reserve Balances (2009-2011)

- The ending reserve balance in 2009 is \$1.5 million higher than projected:
  - Higher revenue - \$146k
  - Lower Operating exp - \$400k
  - Sale of MRF equipment, net - \$190K
  - Higher working capital from bond proceeds in 2009 - \$1.2M (This was shown in 2010 in bond proforma).
  - Lower Beginning Balance than estimated - \$<379k>
- The ending reserve balance in 2010 is \$264k higher than projected
  - Higher Interest income due to interest on bond proceeds not in previous projections
- The ending reserve balance in 2011 is \$1.7M lower than projected
  - Internal funds used for masterplan construction of \$1.2M had not been in the previous cash flow projection
  - Additional prior year payments to Allied - \$627k

### Note:

The bond proforma has been restated for Allied's Balancing account payments for prior years that had been shown as an adjustment to reserves but, to be consistent with financial statements, are now shown as operating expense.

### Background

On July 23, 2009 the Board approved a resolution authorizing the issuance of solid waste enterprise revenue bonds Series 2009A (tax-exempt) and Series 2009B (taxable). Staff committed that after the bond sale quarterly updates would be provided on actual financial performance as compared to bond proforma projections.

### Fiscal Impact

There is no fiscal impact associated with this item.

### Attachments:

A – Variance Analysis of August 2009 Projections vs. November 2009 Projections

### Attachment A

<b>Operating Revenues (\$)</b>	<b>PROJECTION MAR. 2010</b>			<b>PROJECTION August 24, 2009 (Restated)</b>			<b>VARIANCE</b>		
	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
	19,710,270	22,644,970	24,159,918	19,624,000	21,839,000	23,119,000	86,270	805,970	1,040,918
	6,076,417	6,425,076	7,088,758	6,698,000	7,510,000	8,323,000	(621,583)	(1,084,924)	(1,234,242)
	336,000	346,000	357,000	325,000	334,000	344,000	11,000	12,000	13,000
8,358,000	8,878,000	11,862,000	7,687,000	8,755,000	11,577,000	671,000	123,000	285,000	
	34,480,686	38,294,047	43,467,675	34,334,000	38,438,000	43,363,000	146,686	(143,953)	104,675
<b>Operating Expenses Contractor (\$)</b>	<b>PROJECTION MAR. 2010</b>			<b>PROJECTION August 24, 2009 (Restated)</b>			<b>VARIANCE</b>		
	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
	19,143,540	19,616,566	15,889,797	19,431,988	19,846,561	15,548,745	(288,449)	(229,995)	341,052
<b>Total Operating Expense (\$)</b>	<b>PROJECTION MAR. 2010</b>			<b>PROJECTION August 24, 2009 (Restated)</b>			<b>VARIANCE</b>		
	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
	35,793,153	37,240,566	35,524,547	36,123,089	37,053,496	34,690,495	(329,936)	187,070	834,052
<b>Net Operating Revenue (\$)</b>	<b>PROJECTION MAR. 2010</b>			<b>PROJECTION August 24, 2009 (Restated)</b>			<b>VARIANCE</b>		
	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
	(1,312,466)	1,053,481	7,943,128	(1,789,089)	1,384,504	8,672,505	476,623	(331,023)	(729,377)
<b>Net Operating Cash Flow (\$)</b>	<b>PROJECTION MAR. 2010</b>			<b>PROJECTION August 24, 2009 (Original)</b>			<b>VARIANCE</b>		
	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
	959,000	1,225,800	4,874,197	958,158	1,225,789	5,643,970	848	11	(769,772)
<b>Ending Available Balance (Unrestricted)</b>	<b>PROJECTION MAR. 2010</b>			<b>PROJECTION August 24, 2009 (Original)</b>			<b>VARIANCE</b>		
	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
	6,978,525	6,017,559	9,388,106	5,436,011	5,753,300	11,066,969	1,542,514	264,259	(1,678,863)



## STAFF REPORT

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To: SBWMA Board Members  
From: Marshall Moran, Finance Manager  
Kevin McCarthy, Executive Director  
Date: March 25, 2010 Board of Director's Meeting  
Subject: Calendar Year 2009 Annual Financial Statements

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### Recommendation

This staff report is for discussion purposes only and no formal action is requested of the Board of Directors. The final Financial Report for Calendar Year 2009 will be considered for approval at the April 22, 2010 Board meeting.

The attached preliminary report is presented to the Board for review and comments. Based on the preliminary report, staff will be recommending at the April 22, 2010 Board meeting approval to transfer from reserves \$3,013,000 to break even and achieve the cash flow projections shown in the Official Statement for sale of the Series 2009A bonds. This is higher than the working capital transfer of \$1.6M shown in the bond proforma (basis of cash flow projections) due to the \$1.9M payment to Allied for prior year underpayment now shown as operating expense (see note below).

### Analysis

As part of the 2009 Bond Indenture, the SBWMA is required to present unaudited Financial Reports to the rating agencies. These reports are limited to information that is required in the indenture and include the results of the bond covenant requirements.

The financial reports, Table 4 and 5, of the South Bayside Waste Management Authority for calendar year ending December 31, 2009, have been prepared by the City of San Carlos Administrative Services Department and examined by the independent auditing firm of Maze & Associates and SBWMA staff. The firm believes that the financial reports were prepared in conformity with generally accepted accounting principles but are unaudited.

### *Overview Of The Financial Reports*

The Financial Report, Table 4, shows the operating results for calendar 2009. When the bond proforma is restated to conform to the Financial Report, the actual operating results are approximately \$500,000 better than the bond proforma due to several small differences (\$150k higher revenue, \$200k lower disposal, \$190k sale of MRF equipment).

As projected in the bond proforma and allowed in the indenture, transfers from reserves are needed to achieve the bond Break Even covenant. Due to a reclass of Allied prior year payment of \$1.9 million to operating expense offset by higher operating cash flow, the transfer needed is \$1.4 million higher than estimated in the bond proforma.

The estimated unrestricted reserve balance for 2009 is \$1.5 million higher than the bond proforma primarily due to timing of working capital from bond proceeds. The proforma had \$1.2 million working capital in 2010 but it actually was received in 2009. The projected 2010 reserve balance is also slightly higher than the bond proforma by \$250k.

The Financial Report, Table 5, shows that the bond covenants have been achieved. Both the Break Even test and the bond coverage test have exceeded the requirements of the bond indenture.

**Background**

On July 23, 2009 the Board approved a resolution authorizing the issuance of solid waste enterprise revenue bonds Series 2009A (tax-exempt) and Series 2009B (taxable). The bond indenture requires annual financial reporting on a fiscal (audited) and calendar year (unaudited) basis.

**Fiscal Impact**

There is no fiscal impact associated with this item.

**Attachments:**

A – Preliminary Bond Indenture Tables 4 and 5

**TABLE 4**  
**SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY**  
**UNAUDITED STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET ASSETS**  
**FOR THE YEAR ENDED DECEMBER 31, 2009**  
**PRELIMINARY**

<b>OPERATING REVENUES</b>	
Tip Fee Revenue	26,122,698
Sales of Recyclable	8,357,604
Other	130,119
Total Operating Revenues	34,610,421
<b>OPERATING EXPENSES</b>	
Operation & Administration <sup>(1)</sup>	35,737,805
Franchise Fee-Transfer Station	1,298,472
Taxes	17,179
Total operating expenses	37,053,456
<b>OPERATING INCOME</b>	<b>(2,443,035)</b>
<b>NON-OPERATING REVENUES</b>	
Gain (loss) in sale of capital assets	77,278
Investment Income	258,468
Total Non-operating Revenues	335,746
<b>NET INCOME</b>	<b>(2,107,289)</b>
<b>NON-OPERATING EXPENSES</b>	
Interest-2000 Bond	(518,379)
Total Non-Operating Expenses	(518,379)
<b>MODIFIED CHANGE IN NET ASSET <sup>(2)</sup></b>	<b>(2,625,668)</b>

<sup>(1)</sup> Includes professional services

<sup>(2)</sup> Cash flow from operations plus investment income and less interest expense

Source: Authority

<b>TABLE 5</b>	
<b>SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY</b>	
<b>UNAUDITED CALCULATION OF DEBT SERVICE COVERAGE</b>	
<b>FOR THE YEAR ENDED DECEMBER 31, 2009</b>	
<b>PRELIMINARY</b>	
	34,610,421
	335,746
Total Revenues (from Table 4)	34,946,167
Additional Revenues transfer - Rate Stabilization Reserve	1,712,020
Additional Revenues transfer (legally available for the payment of debt service) <sup>(3)</sup>	3,010,834
Total Revenues and Additional Revenues	39,669,021
<u>Expenses</u>	
O&M Cost	35,754,984
Debt Services	1,657,565
Subordinate Charges	1,298,472
Total Expenses	38,711,021
Coverage (Total Revenues/Total Expenses) <sup>(1)</sup>	1.02
<b>Breakeven Covenant</b>	<b>958,000</b>
Operating & Non-operating Revenues	34,946,167
<i>plus</i> Additional Revenues Transfer (legally available for the payment of debt service) <sup>(3)</sup>	4,722,854
Total Revenues	39,669,021
<i>less</i> O&M Expenses	35,754,984
<i>equals</i> Net Revenues	3,914,037
Debt Service	1,657,565
<b>Coverage (Net Revenues/Debt Service) Covenant <sup>(2)</sup></b>	<b>2.36</b>
<b>Ending Unreserved Fund Balance</b>	<b>6,978,000</b>
<p>(1) Required to be 1.0 or greater</p> <p>(2) Required to be 1.4 or greater</p> <p>(3) Additional transfer from legally available cash and investments</p>	
Source: The Authority	



STAFF UPDATES





## STAFF REPORT

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To: SBWMA Board Members  
From: Cliff Feldman, Recycling Programs Manager  
Date: March 25, 2010 Board of Directors Meeting  
Subject: Update on Republic Contract Compliance

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### Recommendation

This is an informational report and no action is necessary.

### Analysis

Since July 2008, Republic Services (formerly Allied) has been required to submit its monthly Board packet information on the Monday (e.g., March 16, 2009 by 5:00pm) prior to the SBWMA issuing the Board packet which is one-week in advance of the Board meeting. Republic submitted its monthly information due in March on time.

### Assessment of Republic Monthly Operational Performance and Metric Report

If requested a verbal update will be provided at the Board meeting.

### Background

Commencing with the June 26, 2008 Board meeting, this staff report is now included as a regular update. Attached are three tables that will be used to frame Republic's contract compliance in the following areas:

- Attachment 1 - Reports Republic Services Has Agreed to Provide That Are Not Specifically Referenced in the Member Agency Franchise Agreements
- Attachment 2 – Republic Services Collection Services Franchise Agreement and Shoreway Facility Operations Agreement Contract Compliance - Quarterly Reports
- Attachment 3 - Republic Services Collection Services Franchise Agreement Contract Compliance - Public Education and Outreach

The standards that are used in Tables 1 and 2 pertaining to Republic's submittal of reports to the SBWMA and Member Agencies include the timeliness of submittal and content of the report(s).

The contract compliance standards that are reflected in Attachment 3 pertaining to Republic's Public Education and Outreach activities will primarily be based on the timeliness of completing the activities denoted.

### **Attachments:**

Attachment 1 – Reports Republic Has Agreed to Provide That Are Not Specifically Referenced in the Member Agency Franchise Agreements – March 2010  
Attachment 2 – Republic Services Collection Services Franchise Agreement and Shoreway Facility Operations Agreement Contract Compliance - Quarterly Reports – March 2010  
Attachment 3 – Republic Services Collection Services Franchise Agreement Contract Compliance - Public Education and Outreach – March 2010



## Attachment 1

### Reports Republic Has Agreed to Provide That Are Not Specifically Referenced in the Member Agency Franchise Agreements – March 2010

<u>Report</u>	<u>Date/Time Due</u>	<u>Date/Time Submitted</u>	<u>Submitted on Time</u>	<u>Compliant</u>	<u>Notes</u>
<b>MONTHLY BOARD PACKET INFORMATION</b>					
January	February 12, 2010 5:00pm	February 11, 2009 11:43 am	Yes	Yes	
February					
<ul style="list-style-type: none"> <li>• Executive Summary</li> </ul>	March 15, 2010 5:00 pm	March 15, 2010 2:34 pm	Yes	*	*Pending Review
<ul style="list-style-type: none"> <li>• Liquidated Damages Reporting</li> </ul>	March 15, 2010 5:00 pm	March 15, 2010 2:34 pm	Yes	*	
<ul style="list-style-type: none"> <li>• Metrics Graphs</li> </ul>	March 15, 2010 5:00 pm	March 15, 2010 2:34 pm	Yes	*	
<ul style="list-style-type: none"> <li>• Commercial Recycling Monthly Progress Report</li> </ul>	February 12, 2010 5:00pm	March 15, 2010 2:34 pm	Yes	*	
<ul style="list-style-type: none"> <li>• Commercial Recycling Coordinators Call Logs</li> </ul>	March 15, 2010 5:00 pm	March 15, 2010 2:34 pm	Yes	*	
March	April 12, 2010 5:00 pm				
April	May 17, 2010 5:00 pm				
May	June 14, 2010 5:00 pm				
June	July 12, 2010				



### Attachment 1

#### Reports Republic Has Agreed to Provide That Are Not Specifically Referenced in the Member Agency Franchise Agreements – March 2010

<u>Report</u>	<u>Date/Time Due</u>	<u>Date/Time Submitted</u>	<u>Submitted on Time</u>	<u>Compliant</u>	<u>Notes</u>
	5:00 pm				
July	August 16, 2010 5:00 pm				
August	September 13, 2010 5:00 pm				
September	October 18, 2010 5:00 pm				
October	November 8, 2010 5:00 pm				
November	December 13, 2010 5:00 pm				
December	January 14, 2011 5:00 pm				
<b>MONTHLY BATTERY AND CELL PHONE COLLECTION PROGRAM UPDATE</b>					
January	February 8, 2010 5:00pm	February 8, 2010 9:01 am	Yes	Yes	
February	March 8, 2010 5:00 pm	March 8, 1010 8:17 am	Yes	Yes	
March	April 12, 2010 5:00 pm				
April	May 10, 2010 5:00 pm				
May	June 7, 2010 5:00 pm				



### Attachment 1

#### Reports Republic Has Agreed to Provide That Are Not Specifically Referenced in the Member Agency Franchise Agreements – March 2010

<u>Report</u>	<u>Date/Time Due</u>	<u>Date/Time Submitted</u>	<u>Submitted on Time</u>	<u>Compliant</u>	<u>Notes</u>
June	July 12, 2010 5:00 pm				
July	August 9, 2010 5:00 pm				
August	September 13, 2010 5:00 pm				
September	October 11, 2010 5:00 pm				
October	November 8, 2010 5:00 pm				
November	December 13, 2010 5:00 pm				
December	January 10, 2011 5:00 pm				
<b>QUARTERLY COMMERCIAL TOP GENERATORS LIST</b>					
Q1-2010	March 15, 2010 5:00 pm	March 12, 2010 12:39 pm	Yes	Yes	
Q2-2010	June 15, 2010 5:00 pm				
Q3-2010	September 15, 2010 5:00 pm				
Q4-2010	December 15, 2010 5:00 pm				



## Attachment 2

### Republic Services Collection Services Franchise Agreement and Shoreway Facility Operations Agreement Contract Compliance - Quarterly Reports – March 2010

<u>Report</u>	<u>Date/Time Due</u>	<u>Date/Time Submitted</u>	<u>Submitted on Time</u>	<u>Compliant</u>	<u>Current Disposition</u>
<b>QUARTERLY MIS REPORT</b>					
Q4-2009	February 14, 2010 5:00pm	February 15, 2010 9:52 am	Yes**	Yes	Pending Review
Q1-2010	May 15, 2010 5:00pm				
Q2-2010	August 14, 2010 5:00pm				
Q3-2010	November 14, 2010 5:00pm				
<b>QUARTERLY SRDC LIQUIDATED DAMAGES REPORT</b>					
Q4-2009	February 14, 2010 5:00pm	February 15, 2010 8:36 am	Yes**	Yes	
Q1-2010	May 15, 2010 5:00pm				
Q2-2010	August 15, 2010 5:00pm				
Q3-2010	November 15, 2010 5:00pm				

\*\*Both Q4 reports were technically submitted after the due date and time, however Staff is reporting them "On Time" due to the due date falling on Sunday and the Presidents' Day holiday.



Attachment 3							
Republic Services Collection Services Franchise Agreement Contract Compliance - Public Education and Outreach - March 2010							
<u>Residential Outreach</u>	<u>Frequency and Date Required</u>	2009			2010		
		<u>Date Issued</u>	<u>Compliant</u>		<u>Date Issued</u>	<u>Compliant</u>	
			Yes	No		Yes	No
Residential Collection Services Brochure	Annually each Summer	August	X				
Recycling Day Postcard Calendars	Annually each December	December & January**	X				
Twice Annual On-Call Bulky Item Collection Service notice - "Spring and Fall Cleanups"	Twice Annually						
	• Spring Events	January* & April	X				
	• Fall Events	September/October	X				
<u>Commercial Outreach</u>							
Commercial Recycling Guidelines	Annually <sup>1</sup>	Not Issued***	X		February***	X	
Commercial Recycling Bill Inserts	Four Per Year <sup>2</sup>						
	• Q1	March	X				
	• Q2	Discontinued <sup>3</sup>					
	• Q3	Discontinued <sup>3</sup>					
	• Q4	Discontinued <sup>3</sup>					

\*The January mailing was a hold over from 2008 (approved by SBWMA Staff) due to other mailings also going out at the same time in September.

\*\*Some calendars were mailed in early January (approved by SBWMA Staff) due to other mailings also going out at the same time in December.

\*\*\*The February mailing was a hold over from 2009 (approved by SBWMA staff) due Commercial Recycling Coordinator staffing changes being finalized.



**Attachment 3 (continued)**

**Republic Services Collection Services Franchise Agreement  
Contract Compliance - Public Education and Outreach – March 2010**

The SBWMA is working collaboratively with Republic to produce and disseminate several other collateral pieces not provided in the above list of contractually required items. The following is a list of the public education and outreach collateral that is produced by Republic but not specifically required in the franchise agreements:

- On-Call Bulky Item Collection Service Appointment Card
- Resident's Guide to Recycling and Disposal Services
- Recycle Your Tree flyer (provided to tree lots)
- MFD On-Call Bulky Item Collection Service Program Brochure
- Ghost Compost Flyer for pumpkin recycling distributed to retailers

<sup>1</sup> The Franchise Agreements do not specify a date.

<sup>2</sup> No specific dates are specified in the Franchise Agreements. The Franchise Agreements state "at least four (4) bill inserts a year."

<sup>3</sup> Discontinued per the 2008 Performance Hearing recommendations.



## STAFF UPDATE

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**To:** SBWMA Board Members  
**From:** Recycling Staff  
**Date:** March 25, 2010 Board of Director's Meeting  
**Subject:** Recycling Programs Update

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### Recommendation

This is an informational report and no action is necessary.

### Curbside Inc., Door-to-Door HHW Program

To date, Member Agencies Belmont, Hillsborough, San Carlos and San Mateo have approved the new program that will provide a convenient option for residents to properly handle their unwanted Household Hazardous Waste, Electronic Scrap, Universal Waste, Sharps and Medicine. The new door-to-door collection services program launches May 1, 2010 for these Member Agencies. The City of Menlo Park is expected to consider providing this service to its residents at their March 23<sup>rd</sup> City Council meeting. Targeted public outreach for participating Member Agencies will begin in April.

### Future Collection Services Public Education and Outreach

Public education coordination meetings with Recology San Mateo County are ongoing and will continue throughout the transition to the future services. Staff is also continuing its work with Jeffrey/Scott Agency (JSA), the firm selected to develop the RethinkWaste's public outreach strategy and materials, on finalizing the plans and begin collateral development.

All public education and outreach plans and materials will be reviewed by a Public Education Subcommittee comprised of Brian Moura (San Carlos), Laura Galli (Foster City), Lillian Clark (San Mateo County RecycleWorks), Roxanne Murray (San Mateo), and RethinkWaste staff Monica Devincenzi. As appropriate, final draft plans and materials will then be brought before the Board of Directors for final approval. Staff encourages other Member Agencies who would like to be involved in the initial drafting and review of the materials to appoint staff from their jurisdiction to the Public Education Subcommittee.

Staff anticipates providing a detailed update on the scope and parameters of the campaign at the April 22<sup>nd</sup> Board meeting.

### Mandatory Commercial Recycling Ordinance

The cities of San Carlos and San Mateo are participating in this pilot program to assist with the development of required or mandatory commercial recycling ordinances. Staff concluded the Phase I initial stakeholder engagement process in September 2009 and the Phase II stakeholder engagement public meetings in January and early February 2010. In addition, we now have a mandatory commercial recycling webpage which can be found at: <http://www.rethinkwaste.org/businesses/mandatory-commercial-recycling>.

The next steps include providing both Cities with updates on our stakeholder engagement process and sharing the recommendations to structure their ordinance(s). The San Carlos City Council voted 5-0 on February 22, 2010 to move forward with adopting an ordinance by directing staff to return to Council with an ordinance in April. In addition, City of San Mateo staff anticipates making a presentation on the recommended components of an



ordinance to its Public Works Commission in April. The Board will be provided updates on our progress in the coming months as the governing bodies of these Agencies provide further direction to staff.

### **Household Battery and Cell Phone Curbside Recycling Collection Program**

The monthly average of batteries and cell phones collected through the curbside recycling program in 2008 and 2009 was 3,750 and 4,778 pounds, respectively. A total of 4,597 pounds was collected in February 2010.

### **RethinkWaste Website**

The RethinkWaste website is undergoing some significant changes in the coming months to reflect RethinkWaste's new logo, future services updates and other information. Staff's goal is to make the website the go-to source for information on future collection services.

The site averaged approximately 346 visits per week since the last Board meeting, of which over 57% were new visits. There is a noticeable increase in the number of visitors to the site following the release of the Board packets, residents receiving the rethinker Newsletter, or other SBWMA outreach promotion (i.e., E-Scrap Events). The most commonly visited sections of the site are "RFPs/RFOs," "Residents" and "Board Meetings."

### **Shoreway Construction Webcams**

The public can view the ongoing demolition and construction of the Shoreway facility through webcams hosted on the RethinkWaste.org website. There are two cameras that are currently directed at the Materials Recovery Facility. The cameras will be repositioned when construction begins on the transfer station.

The webcam link can be found at:

<http://www.rethinkwaste.org/shoreway-facility/construction-webcam>.

### **rethinker Newsletter**

Staff is currently working on the development of the Spring 2010 rethinker newsletter, which will focus on home composting, the new door-to-door household hazardous waste collection program and profile of the 2<sup>nd</sup> Annual Green Lifestyle winner. The issue will be sent out the first week of April.

### **C&D Recycling Update**

Staff released a model staff report and recommendations to revise Member Agencies C&D ordinances on February 6, 2009. The goal of the revisions is to set high standards for all of the ordinances in an effort to increase C&D diversion throughout the RethinkWaste service area. Addressing the issue of C&D recycling regionally will likely be the most effective strategy to ensure high levels of diversion, even though Member Agencies are responsible for administering and enforcing their respective C&D ordinances. A variety of recommendations were submitted to Member Agencies; however, one overarching recommendation that has proven to be effective in other communities (e.g., San Jose) is to require contractors to deliver material to certified C&D recycling facilities. If Member Agencies include this requirement, RethinkWaste will annually publish a list of approved C&D processing facilities that are certified to accept material.

Member Agencies were requested to respond to RethinkWaste in February 2009 to convey their intentions of upgrading C&D ordinances. **Thus far, only Atherton, Foster City, San Mateo, and more recently Redwood City have expressed an interest in the recommendations.** The FY09/10 budget includes only limited funding to support this effort this fiscal year. Funds will be budgeted in the next fiscal year only if a critical mass of Member Agencies express a need for support with modifying their C&D ordinances.

### Spring Compost Giveaway

The second set of Spring Compost Events is scheduled for April 10<sup>th</sup>. Please submit your participation form as soon as possible. Please contact Jeannene Minnix Kingston for further information. [jminnix@rethinkwaste.org](mailto:jminnix@rethinkwaste.org).

Each Member Agency is entitled to 1 cubic yard of loose finished compost per ton of commercial organic material delivered to Newby Island or 1 cubic foot of bagged compost per 2 tons of commercial organic material delivered. Additional bagged compost can be obtained for \$1.58 per bag. Please see the table below:

Member Agency	Tons of Commercial Organic Material Delivered in 2009	Based on 2009 Materials, Average Amt of Compost Available in 2010	OR Average Compost BAGGED Allowance for 2010
Atherton	242	242	121
Belmont	458	458	229
Burlingame	1,280	1,280	640
East Palo Alto	117	117	59
Fair Oaks	500	500	250
Foster City	1,355	1,355	678
Hillsborough	325	325	163
Menlo Park	2,294	2,294	1,147
Redwood City	2,638	2,638	1,319
San Carlos	580	580	290
San Mateo	2,995	2,995	1,498
West Bay Sanitary District	44	44	22
<b>TOTAL JPA</b>	<b>12,828</b>	<b>12,828</b>	<b>6,414</b>

### Schools Recycling Program Update

Staff has purchased 32 gallon recycling carts for distribution to schools in the RethinkWaste service area. The program is implemented with assistance from RecycleWorks staff who has delivered 129 carts on behalf of RethinkWaste. The table on the following page provides a list of schools that have received carts to date.

**List of Schools Provided Recycling Containers**

<b>School</b>	<b>City</b>	<b>Total Number of Carts Delivered</b>
St. Timothy School	San Mateo	2
Arundel School	San Carlos	6
San Carlos Charter Learning Center	San Carlos	6
Tierra Linda Middle School	San Carlos	2
Adelante School	Redwood City	2
Aragon High School	San Mateo	32
Franklin Elementary School	Burlingame	6
Charles Armstrong School	Belmont	3
Burlingame Intermediate School	Burlingame	13
Cipriani Elementary School	Belmont	3
Central Elementary School	Belmont	1
Burlingame High School	Burlingame	21
Redwood High School	Redwood City	4
Summit Prep. High School	Redwood City	4
Nesbit School	Belmont	2
St. Matthew School	San Mateo	3
Menlo Atherton High School	Atherton	25
Red Morton Park (AYSO Program)	Redwood City	3
White Oaks Elementary School	San Carlos	3
Ralston Middle School	Belmont	10
Henry Ford Elementary School	Redwood City	3



## STAFF REPORT

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To: SBWMA Board Members  
From: Hilary Gans  
Date: March 25, 2010 Board of Director's Meeting  
Subject: Facility Operations Update

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### Recommendation

This is an informational report and no action is necessary.

### Staff Update

#### Facility Operations

##### LEA inspection

The Local Enforcement Agent and the State of California Department of Recycling inspected the Shoreway transfer station on March 2, 2010. The purpose of the inspection was to verify that the Shoreway transfer station is being operated as presented in the revised permit documents that were submitted to the State in the fall of 2009. The SBWMA submitted a revised permit application to the State to update the permit to reflect; 1) operations during construction, 2) operations after construction is complete and the facility is "operating normally". No violations or areas of concern were noted by the inspectors and it is anticipated that the State will issue a revised Solid Waste Facility Permit in the next few months.

##### Transfer Station Self-Haul Ratio

A review of Allied's 2009 MIS reports indicates that there has been an erosion in the self-haul ratio at the transfer station. The self haul-ratio is the conversion of cubic yards of inbound materials to the corresponding tonnage of the same material. The self-haul ratio is important to the finances of the SBWMA because the self-haul customers of the Shoreway transfer station are charged based on cubic yardage yet the SBWMA pays vendors for the disposal / recycling of these same materials based on tonnage. If there are inaccuracies in the measurement of the inbound materials then (as has happened in the past) there is potential for the SBWMA to be short revenues in relation to the cost of managing the self-haul materials.

As an outcome of past problems with the self-haul ratio, Allied / Republic was required to maintain a minimum self-haul ratio for all self-haul materials of 2.65 cubic yards per ton of material. While the current facility average ratio of 2.73 for the past year is above the minimum ratio, the apparent decline in the ratio over 2009 was a concern for Staff. At the request of Staff, Republic researched the causes for the decline in the self-haul ratio and has concluded that the change in the density of green waste materials is responsible for the decline of the self-haul ratio. As indicated in the attached letter by Carl Mennie, Assistant General Manager, some of the landscapers and tree companies that are dumping materials at the transfer station are pre-processing the green waste prior to dumping. This pre-processing on the landscapers behalf is a direct attempt by these customers to reduce their cost of disposal at the facility and was perhaps initiated as a result of the facility tip fee increases implemented in February of 2009.

Staff has not had an opportunity to research or verify Republic's claims about the change in green waste density. Throughout 2010, staff will be monitoring the self-haul ratio results and monitoring the self-haul tonnage and material characteristics to more completely understand this issue.

## Master Plan Construction Status

### MRF

The MRF foundation work is continuing through the month of March. Pile driving at the MRF was completed at the end of February and SJ Amoroso is now doing excavation for the footings, grade beams, pits and utility trenches. Foundational steel and rebar will be installed in late March with a goal of pouring concrete in April. Pile driving has completed earlier than anticipated and there are no delays anticipated in the remaining foundation work including pit and utility excavation.

Butler, the manufacturer of the structural steel for the pre-engineered metal building, is currently fabricating steel for the building and the interior structures that will be erected after the foundation is completed. Precast concrete panels that make up the lower-exterior of the MRF building are currently being cast in preparation for their installation in the building structure.

### Transfer Station

In March, a portion of the transfer station roof was replaced as part of electrical upgrades to the transfer station. This event is significant because it provided an early look at the condition of the perlin and structural steel that hold the transfer station roof in place. The entire transfer station roof will be replaced as part of the master plan project and there was a concern that corrosion of the structural steel roof supports might necessitate their replacement. This roof replacement in a section of the transfer station provided an opportunity to assess condition of the steel. While corrosion is present, the strength of the steel supports has not been compromised and corrosion can be spot-treated as the roof is replaced.

### Construction Time and Budget Update

There were two change orders issued this month:

- Testing, removal of three unanticipated underground tanks containing a hazardous solvent for \$7,175.00
- Excavation of soft soils at the Gate 1 entrance road to the facility for \$9,735.00.

As was mentioned in the February staff report, Staff is working with Covello to develop a MRF construction budget projection estimate that captures current expenses to date and makes a projection on future change orders for the MRF construction. The majority of the change order dollars at the MRF relate to the redesigning the foundation and electrical to accommodate the final BHS equipment design. Quotes have been received from SJ Amoroso for this work and are being reviewed and solidified.

## Transfer Station Design

In the award of the master plan construction project to SJ Amoroso, the Board approved the bid deduction of \$1.4 million dollars which removed the transfer station education center and *office like* exterior from the base project bid. Staff made the recommendation to remove this portion of the transfer station because it was felt that this portion of the project was not a good value for the agency (education center and exterior were bid at a cost of \$1.4 million or \$485 per square foot while the rest of the transfer station building was bid at approximately \$190 per square foot).

Since the construction contract award, Staff has been working with JRMA to redesign the education center and exterior to a more economical design that would cost under \$1 million dollars. This design

work was completed by JRMA in March and the new designs were provided to SJ Amoroso for quotation. Unfortunately the revised transfer station education center quote by Amoroso was no cheaper than the original \$1.4 million bid deduct amount. Staff feels that this quote by Amoroso for the education is not a competitive quote and is not a good value for the Agency. Staff has consulted with several experts in the area of construction bidding and has concluded that the higher than anticipated pricing from Amoroso is probably the result of their current sole-bidder status in the project. The best way for the Agency to get a competitive quote for the education center and exterior is to re-bid this work.

Towards this end, Staff is directing SJ Amoroso to complete the transfer construction as bid and to close up the front of the transfer station with an inexpensive raised-seam metal panel. As SJ Amoroso is completing the master plan construction project that they were originally awarded, Staff will develop design options for the transfer station that fit within the \$700,000 budget added back to the project for Transfer Station improvements.

### **Transfer Station Waste Processing**

A factor in the design of the transfer station addition is an option to install equipment to process recyclable-rich solid waste at the transfer station. Staff has been tracking the innovations in waste handling equipment technology that is making the mechanical processing of solid waste practical and cost effective. Over the past few months, staff has been researching the feasibility of processing solid waste at the transfer station to 1) recover recyclable materials from the refuse, and 2) to reduce the cost of landfill by reducing the tonnage disposed.

BHS and SBR have experience building and operating solid waste recovery systems (BHS has an installation in San Jose for Green Waste Recovery and SBR at their Community Recycling facility in Sun Valley). The new technology in these solid waste sorting facilities is able to recover up to 20–40% of the solid waste stream for recycling. Currently Staff is working with SBR to develop a proforma for this type of sorting operation at the transfer station. The expectation is that the combination of revenues from recyclable materials and avoided disposal will justify the investment of this type of system. After this model has been thoroughly reviewed, Staff will present the findings and options to the Board for consideration. Any such capital improvements would be financed by SBR.

#### **Attachments:**

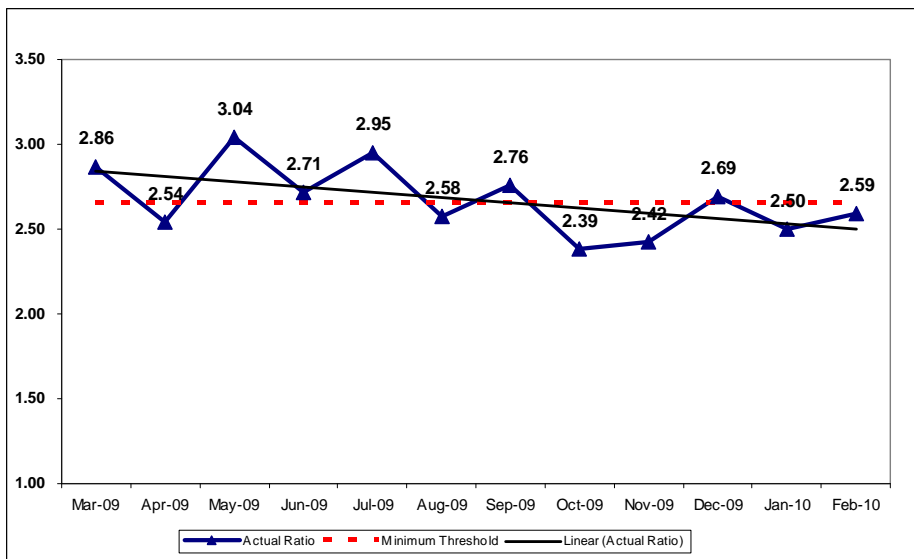
- Letter from Carl Mennie, Republic Services, Re: Self Haul Ratio
- Change Order 3 & 4.



To: Hillary Gans, SBWMA Facility Manager  
 From: Carl Mennie  
 Date: March 11, 2010  
 Re: Yards to Ton Performance Update

**2009 and 2010 Self Haul Yards to Ton Performance**

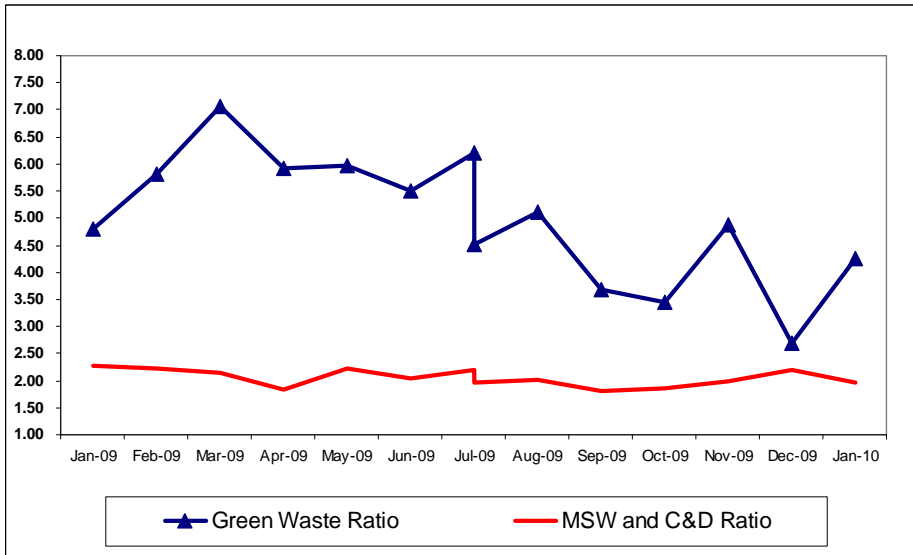
After closing 2009 financials, it was determined that the overall transfer station self haul yards to tons was a ration of 2.73. While this ratio was above the threshold of 2.65 yards per ton, it was a decline from 2008's performance of 2.99. When looking a trend line of 2009, you can see that although the performance is choppy there is an overall downward trend. The downward trend has continued into the first two months of 2010, with a January ratio of 2.50 and February ratio of 2.59.



**What is the Cause of the Decline in Yards to Ton**

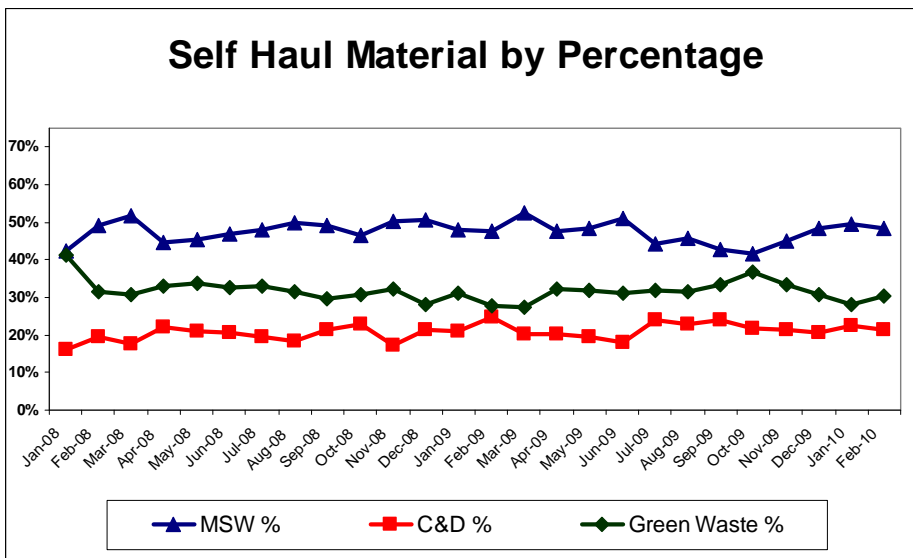
When looking deeper into the data, by looking at the ratio by material type it clear that Green Waste is the material that is having the most significant change in ratio. The ratio of for Green Waste and a combined ratio of MSW and C&D is plotted in the chart below. The MSW and C&D were combined in order to normalize the effect of the C&D sorting program that pulls recoverable materials out of the self-haul MSW. When looking at the Green Waste ratio data, although there results are choppy, the overall decline is easy to see. In contrast, the combined MSW and C&D remains fairly constant.

In order to understand what is driving the Green Waste ratio down, observations of the scale house and customers was needed. During these observations, there were two key findings. First, many self haul green waste customers are now grinding or chipping material prior to delivery to the transfer station. It is fairly common to now see chippers mounted on trucks or towed behind the customer on a trailer. In talking with the customers there was a recurring theme: in order to negate the increasing gate fees at the transfer station, they have found it cost effective to purchase chipping equipment. The second observation was that it seems that the green waste materials that are being brought are already starting to organically break down, causing a more dense material. The assumption is that customers are making sure they hit capacity of their vehicle before bringing in a load or possibly might be stockpiling green waste material and then loading it into trucks or trailers.



Overall, Allied believes that with the significant increases in self haul gate rates that have implemented over the last two years, customers are making their best effort to get the most out of each charged yard.

Another potential cause for a shift in the ration could be a shift in the material types being brought into the transfer station. As you will see from the graph below, there has not been any significant shift and Allied is ruling out the possibility.



#### Additional Procedures to Verify Scale House Measurements

As a control measure, Allied management spot checks scale tickets for self haul customers. Specifically, after customers had paid to tip their load but prior to entering the transfer station, one of Allied management personnel verifies that the customer was accurately charged for the amount of yardage they will be tipping. If an issue is noted, management will follow up with the scale house attendant and use coaching or step discipline to correct. During the first two months of 2010, 48 transactions were spot checked, and no significant variances have been found.



# CONTRACT CHANGE ORDER No. 3

## SBWMA Shoreway Environmental Center Phase 2

### Item: Unforeseen Tanks at MRF Facility

#### DESCRIPTION OF CHANGE:

Provide labor and equipment on FORCE ACCOUNT to assist Iris Environmental in the sampling & removal of tanks encountered at the MRF Facility.

#### SPECIFIC DETAILS:

This work will include the following items:

- Carone & Company Tag #17755, dated December 03, 2009
- Carone & Company Tag #17766, dated December 15, 2009
- Carone & Company Tag #17768, dated December 16, 2009
- Carone & Company Tag #17769, dated December 17, 2009

#### REFERENCES:

- Letter No. 9 Dated December 2, 2009
- S.J. Amoroso's Cost Proposal Estimate #27 Dated 1/12/09

**COST OF CHANGE:                    NEGOTIATED LUMP SUM \$7,175.00**

**CONTRACT TIME ADJUSTMENT:** \* None at this time (see below)  
\* See SJA Letter 2/26/10

This change order constitutes full and complete compensation for all labor, equipment, materials, overhead, profit, directly attributed to the above described scope of work. It does not include any cumulative effect of change orders which can not be determined at this time, for which the Contractor reserves their right until the full impact on the project is known.

#### ACCEPTED:

**S.J. Amoroso, Inc.**

Project Executive:

By: Mike Cleveland  
Mike Cleveland

Date: 2/26/10

#### SBWMA

Operations Contract Manager:

By: Hilary Gans  
Hilary Gans

#### RECOMMENDED FOR ACCEPTANCE:

**The COVELLO GROUP, Inc.**

Construction Manager:

By: Bill Turner  
Bill Turner

Date: 2/26/10

Date: 2/26/10

# CONTRACT CHANGE ORDER No. 4

## SBWMA Shoreway Environmental Center Phase 2

**Item:** Field Order No. 4 – Unforeseen Conditions at Entrance 1 Driveway

**DESCRIPTION OF CHANGE:**

Provide labor, materials and equipment on FORCE ACCOUNT for over excavation below subgrade, furnish and install geotextile fabric and backfill with aggregate base in accordance with Field Order No. 4.

**SPECIFIC DETAILS:**

This work will include the following items:

- Duran & Venables Tag #2418R, dated December 10, 2009 for work performed on 12/2/10
- Duran & Venables Tag #2419R, dated December 10, 2009 for work performed on 12/2/10
- Duran & Venables Tag #2420R, dated December 10, 2009 for work performed on 12/3/10
- Duran & Venables Tag #2548R, dated December 10, 2009 for work performed on 12/7/10

**REFERENCES:**

- Field Order No. 4 Dated December 3, 2009
- S.J. Amoroso's Cost Proposal Estimate #29R Dated 1/19/09

**COST OF CHANGE:** **NEGOTIATED LUMP SUM \$9,735.00**

**CONTRACT TIME ADJUSTMENT:** \*None at this time (see below)

\*See SJA letter 2/26/10

This change order constitutes full and complete compensation for all labor, equipment, materials, overhead, profit, directly attributed to the above described scope of work. It does not include any cumulative effect of change orders which can not be determined at this time, for which the Contractor reserves their right until the full impact on the project is known.

**ACCEPTED:**

**S.J. Amoroso, Inc.**

Project Executive:

By: Mike Cleveland  
Mike Cleveland

Date: 2/26/10

**SBWMA**

Operations Contract Manager:

By: Hilary Gans  
Hilary Gans

**RECOMMENDED FOR ACCEPTANCE:**

**The COVELLO GROUP, Inc.**

Construction Manager:

By: Bill Tanner  
Bill Tanner

Date: 2/26/10

Date: 2/26/10



## APRIL - JUNE 2010 BOARD AGENDA ITEMS (SUBJECT TO CHANGE)

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### April 22, 2010

- Resolution Approving Commercial Recycling Agreement between Recology San Mateo County and Republic Services
- Resolution Approving Agreement(s) for Plant and Organics Materials Processing Services
- Resolution Accepting the Calendar Year 2009 Annual Financial Statements
- Resolution Approving Calendar Year 2009 Transfer from Cash Reserves
- Update on Public Education Campaign for Rollout of New Collection Services
- Update on Mandatory Commercial Recycling Ordinance Assistance Project

### May 27, 2010

- Draft FY1011 Budget
- Approval of Quarterly Investment Report as of 3/31/10
- Update on Shoreway Environmental Remediation

### June 24, 2010

- Approval of FY1011 Operating and Capital Budget
- Approval of Tipping Fee Adjustments
- Approval of Contract for Legal Counsel Services
- Approval of Contract for Accounting and Financial Services