



BOARD OF DIRECTORS
THURSDAY, NOVEMBER 21, 2019 at 2:00 p.m.
San Carlos Library, Conference Room A/B
610 Elm Street, San Carlos, CA 94070

AGENDA

1. Call to Order/Roll Call

2. Public Comment

Persons wishing to address the Board on matters NOT on the posted agenda may do so. Each speaker is limited to three minutes. If there are more than five individuals wishing to speak during public comment, the Chairman will draw five speaker cards from those submitted to speak during this time. The balance of the Public Comment speakers will be called upon at the end of the Board Meeting. If the item you are speaking on is not listed on the agenda, please be advised that the Board may briefly respond to statements made or questions posed as allowed under The Brown Act (Government Code Section 54954.2). The Board's general policy is to refer items to staff for attention, or have a matter placed on a future Board agenda for a more comprehensive action or report and formal public discussion and input at that time.

3. Adjourn to Closed Session:

- A. Pursuant to Government Code Section §54957 - Public Employee Performance Evaluation; Title: Executive Director
B. Pursuant to Government Code Section §54957.6 – Conference with Labor Negotiator; Agency Designated Representative: Jean B. Savaree; Unrepresented Employee: Executive Director
C. Pursuant to Government Code Section §54956.9 – Conference with Legal Counsel – Anticipated Litigation (one case)

THE REGULAR PORTION OF THE MEETING IS ANTICIPATED TO BEGIN AT 2:20PM

4. Call to Order/Roll Call (Public Session)

5. Report from Closed Session

6. Public Comment (Public Session)

7. Executive Director's Report p. 5

8. 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. Approval of Minutes from the September 26, 2019 Board of Directors Meeting ACTION p. 15
B. Approval of the 2020 SBWMA Board of Directors Meeting Calendar ACTION p. 23
C. Approval of Quarterly Investment Report for the Quarter Ended September 30, 2019 ACTION p. 25

9. Administration and Finance

- A. Review and Discussion Tipping Fee Increases Effective 1/1/20—No Adjustments Recommended p. 33
B. 2019 Legislative Session Update – Presentation by Environmental and Energy Consulting (EEC) p. 41

10. Collection and Recycling Program Support and Compliance

No Items

11. Shoreway Operations and Contract Management

- A. Organic-to-Energy Pilot Project Update p. 61

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

- B. Resolution Approving Change Order #2 in the Amount of \$121,496.39 and Allocating an Additional \$103,504 for Future Change Orders on the Amended Public Project Agreement for Organics Extrusion Recovery System Purchase and Installation at Shoreway Environmental Center with Anaergia Technologies, LLC **ACTION p. 63**
- C. Resolution Approving a Part-Time, Exempt, Non-Benefitted (unless mandated by law),5-Year Limited-Term Position of Senior Facility Projects Engineer (unbudgeted) **ACTION p. 99**
- D. Resolution Authorizing the Executive Director to Direct South Bay Recycling to Transport Organic Material Produced During the Organics-to-Energy Pilot Program to Various Processing Facilities **ACTION p. 103**
- E. Resolution Approving the Expenditure of Funds in an Amount Not to Exceed \$236,500 to Fund the Stormwater System Improvements at the Shoreway Recycling and Disposal Center to be Completed by South Bay Recycling **ACTION p. 107**

12. Public Education and Outreach

No Items

13. Informational Items Only (no action required)

- A. 2019 Finance and Rate Setting Calendar **p. 115**
- B. Check Register Detail for September – October 2019 **p. 117**
- C. Potential Future Board Agenda Items **p. 131**

14. Board Member Comments

15. Adjourn

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



EXECUTIVE DIRECTOR'S REPORT



STAFF REPORT

To: SBWMA Board Members
From: Joe La Mariana, Executive Director
Date: November 21, 2019 Board of Directors Meeting
Subject: Executive Director’s Report

Staff and Agency partners are currently operating in a period of extreme action working on critical path projects, programs and facility initiatives since our last Board meeting. Here are highlights:

1. Administration & Finance:

a. Tip Fee Setting

Staff has concluded its annual review of comprehensive system costs and recommends no SBWMA tip fee adjustment in 2020. An executive-level summary is attached in agenda item 9A.

b. Process Improvement:

The agency has entered a 3-5 year period of major capital project implementation and site improvements. As such, we continue to improve our system support to ensure smooth execution of deliverables and mandated compliance on our member agency’s behalf, including:

- **Formation of a Facilities & Contracts Team (FCT):**
This team was formed over the summer and meets weekly or every other week to review contractual, procurement and capital project needs, project status, as well as anticipating Board approval points. This committee consists of myself, Hilary Gans, John Mangini (as needed), Grant Ligon, agency attorney Kai Ruess, and capital project management consultant/expert Rob Kalkbrenner. and SBWMA construction management contractor Bill Tanner (CEO, Tanner Pacific) has, as needed, also provided highly-valued additional technical expertise.
- **Use of New Procurement Tools:**
The team is currently evaluating the implementation of proven public procurement tools to allow more efficient purchasing of products and services to support agency goals. These tools include participating in existing governmental purchasing cooperatives and job order contracting services. Staff has engaged DPW staff from the City of San Mateo and the County of San Mateo during our evaluations. Staff will seek board approval prior to any engagement of these services. These action items are anticipated for Board consideration in early 2020.
- **Workload Rebalancing:**

Specific job tasks and responsibilities have been reassigned to balance workload amongst our existing internal staff, including contracts, RFQs/RFPs, grant solicitation, etc.. If approved, additional related duties will be assigned to a proposed new part-time, limited Senior Facilities Projects Engineer (See agenda item 11C).

2. Committee Updates:

a. Finance Committee: (no meeting held—Next meeting January 14th)

The Finance Committee will meet on January 14 and April 14 and, per Executive Committee direction, there will be two changes in committee composition in 2020. They are:

1. SBWMA Board Member Fran Dehn (West Bay Sanitary District, President) replaces SBWMA Board Member Michael Brownrigg (Burlingame Council Member) due to his Committee resignation.
2. East Palo Alto Finance Director Brenda Olwin has been added to the Finance Committee.

b. Legislative/Regulatory Committee (November 5th--Executive Committee Mtg)

Staff continues to work in conjunction with the Agency's lobbyists EEC on Agency co-sponsored AB 1509 (Mullin) with co-sponsors, the State, and other stakeholders on finding common ground on the scope of the bill to ensure passage of the bill at its next committee hearing in the state senate this spring.

The Agency is in strong support of AB 1298 (Mullin), a bond measure that includes proposed funding for recycling and organics waste diversion infrastructure. If approved, this important state funding will mitigate future rate impacts to our local residents and businesses.

A presentation will be given by EEC Principal Reed Addis on the 2019-2020 Legislative Session under Agenda item 9B.

c. Pub Ed/Outreach Subcommittee (November 13th)

Staff provided the Subcommittee on outreach and environmental education updates since the last meeting. The Subcommittee also met to review the Battery Outreach RFP response and next steps in support of developing a community-wide battery safety public outreach campaign in 2020.

d. Technical Advisory Committee (November 7th - Joint Study Session)

The Joint Board and TAC Study Session was focused on discussions of the SBWMA Long Range Plan update for 2020-2024 and a preliminary SB 1383 Compliance Plan. The proposed SB 1383 Implementation plan included preliminary estimated cost impacts to the Agency. Estimated one-time program start-up costs range from \$3.25M to a high of \$7M, while estimated annual program implementation costs could range from \$4M to a high of \$9.3M depending on compliance approach. Estimated staffing impact to the Agency's entire system is a net addition of between 4 to 14 FTEs. Board and TAC comments and direction were provided to Staff to shape the meaningful implementation of both future projects.

A revised SBWMA Long Range Plan will be brought back for Board consideration on January 30th Board Meeting. An SB 1383 Action Plan is anticipated to be presented for Board Consideration on March 26th, after the CalRecycle final regulations are issued in January.

e. Zero Waste Committee (No meeting held)

3. Collection and Recycling Program Support and Compliance:

a. Franchise Agreement "Amendment One" Process

Amendment One discussions have been continued to spring 2020.

b. SB 1383 Short-Lived Climate Pollutants

CalRecycle released a revised version of SB 1383 regulations on October 2, 2019. SBWMA submitted comments to CalRecycle during the 15-day comment period. Final regulations from CalRecycle are expected in early 2020.

During the Study Session last week, I referenced an article from Bloomberg (Attachment A) that talks about a report published last week in Nature that estimates that 10% of the places releasing methane, including landfills, natural gas facilities, and dairy farms, are responsible for more than half of California's total emissions. This study clearly shows the importance of organics diversion from landfills.

c. Community Outreach and Environmental Education

i. Rethink Recycling Day – *Another successful event!*

Due to extensive construction at Shoreway, this year's event was held at the San Carlos library. We welcomed over 100 people to the event, who enjoyed a Fix-It Clinic, workshops on Food Preservation, a clothing swap, discussions with local community partners, and honored two of our poster contest winners.

ii. In-Schools Program Update

This fall, the Environmental Education Team provided refresher education at six of the nine original schools (one closed and two are middle schools) that were part of last year's pilot program. SBWMA partnered with the County's Office of Sustainability to roll-out new programs at Foster City School and Baywood Elementary (the two largest schools in the San Mateo Foster City School District). Both schools are also increasing their Recology compost services/bin sizes!

iii. Countywide Integrated Waste Management Plan

Every five years, the County is required to review the Countywide Integrated Waste Management Plan (CIWMP) to determine whether or not a revision is needed. This summer, I sat on an Ad-Hoc Committee consisting to County staff, elected officials, solid waste companies, and other organizations that was tasked by C/CAG to review the CIWMP. In October, C/CAG, acting as the Local Task Force for San Mateo County, communicated the results, and on November 12 the County of Board of Supervisors approved the CIWMP Plan Review Report and submittal of the report to CalRecycle and C/CAG.

iv. Compost Campaign – *Rethink Compost: Every meal. Every day.*



The end of November will conclude the major components of the "Rethink Compost" campaign that was launched on September 16. In addition to having a website hub at RethinkCompost.org, social media posts (as pictured to the left) and targeted online advertising, along with print advertising were used as methods to target behavior change to increase composting in the residential sector. One action of the campaign was asking residents to order a free replacement compost kitchen pail from Recology. To date, over 160 residents have requested a replacement pail. Full results from the campaign will be available in January.

4. Shoreway Operations and Contract Management

a. Organics Processing Contract (Recology/Blossom Valley Organics)

On September 26, 2019, the SBWMA sent a letter to Recology regarding the Agency's interest in extending the current Agreement for Organic Materials Processing Services between the SBWMA and Recology Grover Environmental Products/Blossom Valley Organics. This contract commenced in January 2015 and expires in December 31st, 2020 and can be extended upon mutual agreement for two 1-year options. It is Staff's intention to bring back options for composting services in early 2020 so that the Board can direct staff on next steps.

b. Shoreway Buyback Center Update

Discussion and options will be presented for Board direction at the January 30th Board meeting.

c. Organics-to-Energy Pilot Project

Equipment installation and site modifications are currently in full throttle. The system is expected to be fully installed by end of January, with full systems testing occurring in February. Full scale production is expected by the end of March. See agenda item 11B for more info.

d. MRF Enhancements Phase I

SBWMA, SBR, and BHS have held three final design review sessions and the General Arrangement drawings have been approved by SBWMA staff. In this final review, additional items were identified that improve the functioning of the system and have been included in this Board packet as change order #2. Notice to Proceed has been approved and system manufacturing has commenced. Important site logistics are being defined in preparation for the shipments of BHS components starting in February 2020.

e. Recommendation for part-time, limited term Senior Facility Projects Engineer (unbudgeted)

Due to an extreme number of capital and facility projects planned and anticipated during the next 3-5 years, Staff recommends the approval of new senior-level technical position to assist with the successful installation of significant new material handling/processing new equipment, major site modifications and mandated environmental compliance projects during this period. This position is recommended to expire no later than November 30, 2024. Multiple Board Members have identified this issue during the 18 months and offered their unsolicited strong support of this temporary action. See agenda item 11D for more info.

Respectfully submitted,



Joe La Mariana
Executive Director

Attachment A – Bloomberg article

Climate Changed

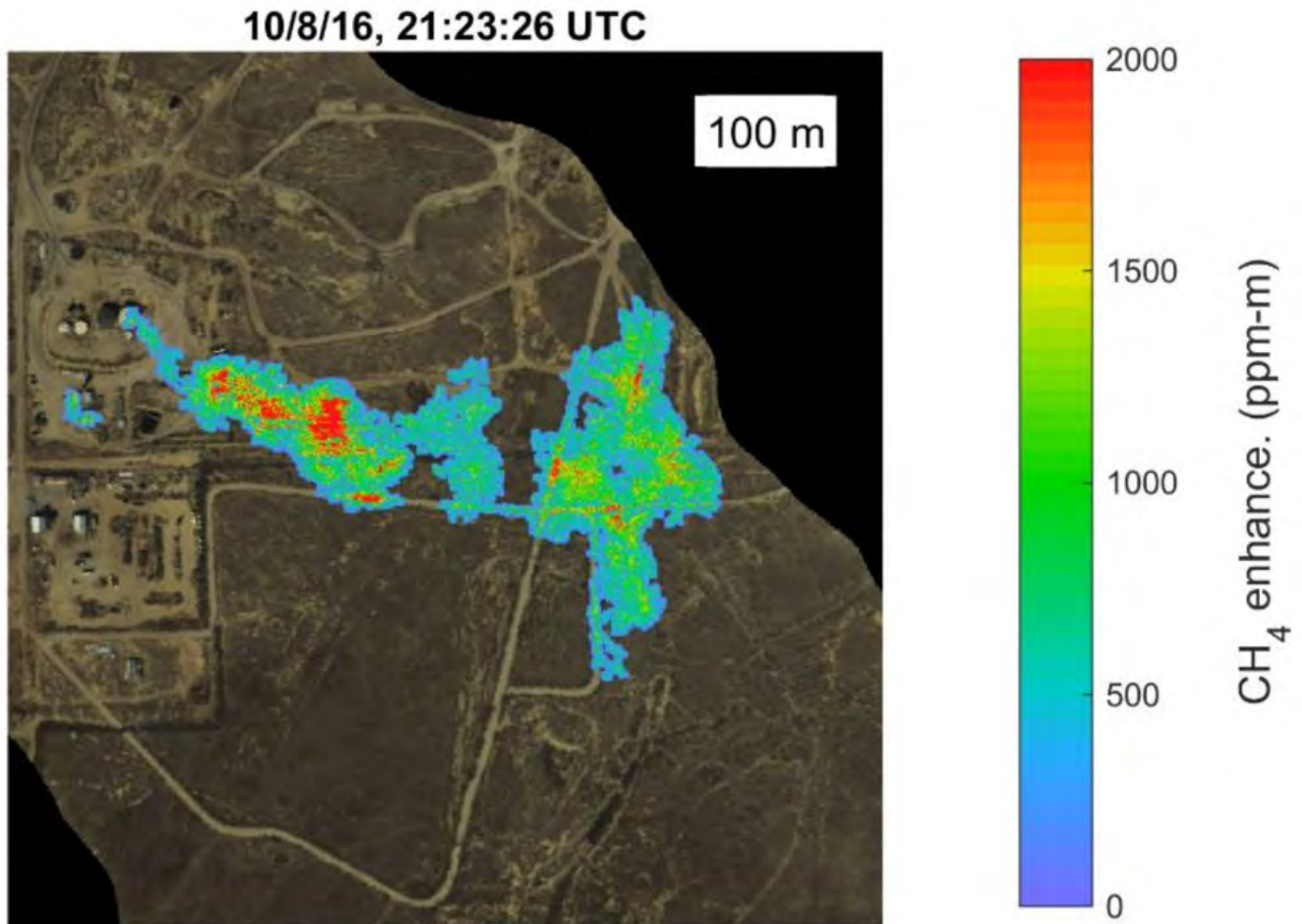
NASA Flew Gas Detectors Above California, Found 'Super Emitters'

By [Lynn Doan](#)

November 6, 2019, 1:33 PM PST

Updated on November 7, 2019, 2:01 AM PST

- ▶ A handful of sites account for most of California's methane
- ▶ Researchers published their survey findings in a Nature report



A methane plume captured at an oil field in California. *Source: California Air Resources Board*

Over the course of three years, [NASA](#) flew a plane carrying gas-imaging equipment above California and made a discovery that surprised even the state's own environmental agencies: A handful of operations are responsible for the vast majority of methane emissions.

In a report published in Nature on Wednesday, scientists estimated that 10% of the places releasing methane -- including landfills, natural gas facilities and dairy farms -- are responsible for more than half of the state's total emissions. And a fraction of the 272,000 sources surveyed - just 0.2% -- account for as much as 46%.

The report doesn't identify these "super emitters," but notes that landfills give off more methane than any other source in the state. NASA's equipment found that a subset of these landfills were the largest emitters in California and exhibited "persistent anomalous activity."

The study marks the first time anyone has ever carried out a systematic survey across California of methane, a greenhouse gas that's 25 times more potent than carbon dioxide in trapping heat and contributing to global warming. The release of methane has been a continual challenge for California, which has some of the most aggressive goals in the nation for curbing emissions and slowing the impacts of climate change.

NASA's aircraft made dozens of flights across 10,000 square miles from 2016 through 2018. Landfills accounted for 41% of the source emissions it identified, manure management 26% and oil and gas operations 26%.

Researchers cautioned that the survey wasn't foolproof. It was, after all, their first attempt at estimating emissions from individual sources on such a large scale over multiple years. Some of the emissions detected were intermittent, some were too small to measure and others were affected by winds.

The results, however, are already effecting change. The survey revealed four incidents of leaking natural gas distribution lines and one leaking liquefied natural gas storage tank, which operators confirmed and repaired.

– *With assistance by Eric Roston*

In this article

CL1

WTI Crude

57.03 USD/bbl. ▼ -0.09 -0.16%

NG1

Generic 1st 'NG' Future

2.68 USD/MMBtu ▲ +0.08 +3.12%



CONSENT CALENDAR

DRAFT MINUTES

SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY
MEETING OF THE BOARD OF DIRECTORS
September 26, 2019– 2:00 p.m.
San Carlos Library Conference Room A/B

Call To Order: 2:01PM

1. Roll Call

| Agency | Present | Absent | Agency | Present | Absent |
|----------------|---------|--------|----------------------------|---------|--------|
| Atherton | | 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 District | X | |

2. Public Comment

Persons wishing to address the Board on matters NOT on the posted agenda may do so. Each speaker is limited to two minutes. If there are more than five individuals wishing to speak during public comment, the Chairman will draw five speaker cards from those submitted to speak during this time. The balance of the Public Comment speakers will be called upon at the end of the Board Meeting. If the item you are speaking on is not listed on the agenda, please be advised that the Board may briefly respond to statements made or questions posed as allowed under The Brown Act (Government Code Section 54954.2). The Board's general policy is to refer items to staff for attention, or have a matter placed on a future Board agenda for a more comprehensive action or report and formal public discussion and input at that time.

John Bouchard of Teamsters 350 spoke about the impact of the closure of the Buyback Center on the union members, he asked the Board to discuss alternative solutions and reopen the buyback center as soon as possible.

3. Executive Director's Report

Executive Director La Mariana went over the remaining meetings for the year. November 7, a joint Board/TAC Study session to discuss the projected impacts of SB1383, a presentation by HF&H Consultants, Amendment One to the Model Amended and Restated Franchise Agreement with Recology, and the Long-Range Plan. The final Board meeting of the year will be November 21, with a Holiday lunch preceding the meeting in the SBWMA staff offices. He provided the following updates:

- Last Friday there was a legislative priorities meeting with the Agency's lobbyist EEC. Chair Benton was there, and there was an emphasis on lithium-ion batteries and plastic packaging. EEC encouraged a bay area coalition to gain support of AB1509.
- On July 31st Kevin Mullin and his staff held their annual staff retreat at Shoreway. SBWMA management gave a program priorities presentation and facilities tour. Facility staff discussed the impact of the big fire and why AB1509 was so important.

- The County's Board of Supervisors passed a climate emergency act on September 17, and he commended the county on their leadership in their role on the issue of sea level rise.
- Agenda item 9C in today's packet has information on the County's disposable foodware ordinance. Similar to the bag ban, he County is looking for Cities in the County to adopt a similar ordinance because the County only has jurisdiction over the unincorporated parts of the County.
- The Organics-to-Energy Pilot and other capital projects are getting underway - equipment is arriving, and there will be some disruptions at the site as work is proceeding.
- He and Staff Gans met with Recology to move discussions forward on alternative fuel vehicles for the new Recology fleet that will be purchased between 2022-2025.
- He announced that TAC Chair Afshin Oskoui has been promoted to City Manager in Belmont.
- He also announced that two SBWMA fellows had been promoted. Joanna Rosales is the new Outreach and Communications Coordinator, and Adele Halili is the new Environmental Education Associate.
- Four New Fellows (replacements) will be here by the November Board Meeting.
- October 27 the Agency will host Rethink Recycling Day. Due to the construction at Shoreway there are space constraints so the event will be at the San Carlos Library in the conference room and in the staff offices. There will be a Fix-It clinic, food preservation workshops, a clothing swap and info booths from our program partners.

4. 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. Approval of Minutes from the June 27, 2019 Board of Directors Meeting
- B. Resolution Authorizing the Executive Director to Execute a Contract with Lahlouh for \$51,672 for Printing and Postage for the 2019 Service Notice
- C. Resolution Approving Change Order #1 for \$8,126 to MRF Debris Roll Screen Replacement and Installation Contract with BHS to include Prevailing Wage
- D. Resolution Approving Amendment Number One to the Professional Service Agreement with HF&H Consultants for SB1383 Strategic Planning Assistance
- E. Approval of Quarterly Investment Report for Quarter Ending June 30, 2019

Motion/Second: Hurt/Bonilla

Voice Vote: All in favor

| Agency | Yes | No | Abstain | Absent | Agency | Yes | No | Abstain | Absent |
|----------------|-----|----|---------|--------|-------------------------|-----|----|---------|--------|
| Atherton | | | | 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 | | | |

5. Administration and Finance

No Items

6. Collection and Recycling Program Support and Compliance

- A. Discussion on Buy Back Center Operations ant the Public Recycling Center

Executive Director La Mariana gave an overview of the staff report and discussion background. Due to traffic, safety and permit concerns, the decision was made to temporarily shut down the buyback center in August until an assessment could be done on what improvements and at what cost it would take to operate

the buyback center at the increased volume. He noted that to re-open the buyback center it would cost \$1.1M per year to double the staffing, and for some minor capital improvements to improve efficiency. Even with those expenditures there are still choke points in the way Shoreway Road is set up to access our facility that could continue to cause traffic and safety concerns, so it was hard for him to recommend re-opening the buyback center.

The Board discussed possible alternatives to re-open the buyback center, and directed staff to report on the following options:

- Operate a buyback center off-site or multiple dispersed sites similar to the RePlanet model
- Limit the time that the buyback center is open
- Locate the buyback center in a different location at Shoreway or reroute the traffic and reduce the traffic on Shoreway road
- Operate the buyback center similarly to the HHW facility with appointments
- Re-open it temporarily to see if the customer base has shifted during the closure, and more normal volumes would occur
- Hold CRV event collections similar to Shred and e-recycling events.

Member Dehn commented that she went to the buyback center shortly after the RePlanet closure and sat in the traffic and saw the road rage. She asked what the Agency's responsibility is regarding the buyback center and chartering dispersed sites. She also noted that no matter where you buy bottles and cans the state is still charging CRV, and there should be a way for people to recycle and get their money back.

Member Brownrigg suggested staff get the bankruptcy filings of RePlanet before trying to follow that business model.

Member Rak asked staff to work with Assembly Member Mullin to see what role the state is going to play to remedy the situation and address the challenges and see if there are partnership opportunities.

Executive Director La Mariana noted that Cal Recycle is working on long term and short term solutions to the financial structure of the buyback program, and he felt that it was on the State to come up with a long term remedy and ensure that the redemption value that is being paid by the consumers can be properly redistributed back to them. He noted that the short term solution is very limited, and the long-term solution would probably require legislation. He added that staff will talk to the Mullin team about possible political solutions. He also noted that the SBR workers that were re-deployed to the buyback center during the crisis came off of other parts of the operation which diverted regular operations work from getting completed. He concluded by noting that financially speaking the \$1.1M cost per year to improve efficiencies will result in a 1% increase in residential rates, and any increased costs of operations will trickle down the rate payer.

Dan Domonoske of Potential Industries noted that there were a couple of companies that tried to be dispersed buyback centers before RePlanet and they no longer exist. He added that RePlanet didn't file chapter 11 or 7, they did what is called "ABC" Assignment for Business Creditors, which basically means they just walked away. So, the likelihood of SBR wanting to get into this business is pretty remote. He also added there is a very high recovery in the MRF of CRV from curbside recycling, and that CRV from containers in the blue bins comes back to the SBWMA.

Vice Chair Aguirre commented that this a community at large issue, but the Board is responsible to the rate payers, and how to balance that. She suggested studying the issue and possible solutions further and come back to the Board with pros and cons of possible solutions.

The Board Members determined that the Zero Landfill Committee would study the issue further, look at best practices throughout the state and bring back recommendations to the Board.

Vice Chair Aguirre asked how long it would take to bring something back to the Board for an action item. Dwight Herring answered that they could have numbers by the November Board meeting.

Member Royce asked if state action and solutions would be included in what SBR would bring back.

Executive Director La Mariana noted that the state is trying to get their hands around the problem, and it will be longer than November before any solutions will be available, but staff could give an update.

Vice Chair Aguirre noted that the Board has thrown out a lot of ideas, and SBR will look into those ideas, best practices in the industry and what Cal Recycle is doing and come back to the Board with suggestions on how to meet the community's needs and balance responsibilities to the rate payers.

Member Groom asked what the average dollar amount that is returned to someone gets when they visit the buyback center.

Dwight Herring answered that the average customer brings one to two pounds and it's a nickel per container, so not that much, but the SBWMA is reimbursed by Cal Recycle, and then receives all of the scrap value for the recyclables.

Executive Director La Mariana noted that it's about a 90-day process to get recertified to re-open the buyback center. He also mentioned that, if the buyback operations remained closed, it was staff's strong recommendation its SBR staff be reassigned back into the overall SBR operations with no terminations or layoffs.

Member Abrica now absent 2:47PM
Member Carlton now absent 2:47 PM

B. Resolution Approving the Recology San Mateo County 2020 Compensation Application at the Final SBWMA Report

Staff Mangini gave a PowerPoint presentation similar to the one given to the TAC and Board on September 12.

Executive Director La Mariana underscored a point of the study session and asked the Member Agencies to give consideration to adding a couple of percentage points to the 2020 rates even if this year shows a positive balance because Agencies could burn through their reserve this year and not have coverage for the anticipated step up costs coming in 2021 and beyond.

Member Groom commented that the County is concerned about the high increase in North Fair Oaks this year after increasing rates last year.

Motion/Second: Brownrigg/Rak
Voice Vote: 7-0-1-4

| Agency | Yes | No | Abstain | Absent | Agency | Yes | No | Abstain | Absent |
|------------|-----|----|---------|--------|--------------|-----|----|---------|--------|
| Atherton | | | | 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 | | | |

7. Shoreway Operations and Contract Management

A. Resolution Approving the South Bay Recycling 2020 Compensation Application and the Final SBWMA Report

Staff Mangini gave a PowerPoint Presentation overviewing the SBR compensation process. He followed up on his comment from the September 12 Board/TAC Study session when he would ask SBR to make an adjustment to the VRS compensation because profit was being applied twice. The numbers in today's presentation have been adjusted to reflect that change and the adjusted compensation application reflects a 2.1% increase.

Staff Mangini gave a handout noting that at the study session Board Member Bonilla pointed out that a formula was missing, and the handout shows that the missing calculation was 3%.

Motion/Second: Bonilla/Rak

Voice Vote: All in favor

| Agency | Yes | No | Abstain | Absent | Agency | Yes | No | Abstain | Absent |
|----------------|-----|----|---------|--------|-------------------------|-----|----|---------|--------|
| Atherton | | | | 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 | | | |

B. Resolution Approving Change Order #1 to Contract with Anaergia for Electrical Work on Organics-to-Energy Pilot

Staff Gans introduced the item and noted that the work on the Organics-to-Energy Pilot has started and equipment is being installed. This approval is for a change order of \$300,000, that was included in the budget for the project, but was not included in the contract because the scope of the work was unclear and needed clarity from PG&E. Now that work has been clarified, and it has been verified that the contractor onsite can do the work.

Motion/Second: Brownrigg/Hurt

Voice Vote: All in favor

| Agency | Yes | No | Abstain | Absent | Agency | Yes | No | Abstain | Absent |
|----------------|-----|----|---------|--------|-------------------------|-----|----|---------|--------|
| Atherton | | | | 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 | | | |

C. Resolution Approving Shoreway Operating Contract Extension through December 31, 2023

Staff Gans introduced the item and gave background noting that SBR has been a good partner for 9 years and there has been positive feedback from the Board and TAC. The industry is currently complicated and

will continue to be complicated in the foreseeable future, and the three-year extension leaves time for the markets to stabilize. And, with the numerous capital projects planned at Shoreway during the next three to five years, there is a strong advantage to having continuity with the operating company for the next 3 years. He also noted that, because of these improvements, it would be unlikely for the agency to obtain reliable operating statistics from which to base any specs for a valid and meaningful public procurement process.

Motion/Second: Hurt/Bonilla
Voice Vote: All in favor

| Agency | Yes | No | Abstain | Absent | Agency | Yes | No | Abstain | Absent |
|----------------|-----|----|---------|--------|-------------------------|-----|----|---------|--------|
| Atherton | | | | 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 | | | |

D. Resolution Approving an Agreement with Bulk Handling Systems in the amount of \$5,172,163 for Construction of the MRF Phase I Upgrades

Staff Gans gave a PowerPoint presentation highlighting the recommendation and costs to enter into a contract with BHS for the MRF Phase I work. He clarified that in June the Board approved the design and engineering contract and this approval is for the manufacture and installation contract. He also noted that some items have been moved into Phase II from the original proposal, and the total contract value is \$5,172,000. He added that there are other project costs that he listed including tax that are not part of the contract value, and that the only unknown project cost at this time, is fire suppression implementation which he expected to be \$250,000.

Member Hurt asked how many sorters are working at the MRF now, and will they stay once this project is completed.

Staff Gans answered 24 sorters now, and that number likely wouldn't decrease with this phase but with phase II it is likely to decrease substantially.

Motion/Second: Brownrigg/Rak
Voice Vote: All in favor

| Agency | Yes | No | Abstain | Absent | Agency | Yes | No | Abstain | Absent |
|----------------|-----|----|---------|--------|-------------------------|-----|----|---------|--------|
| Atherton | | | | 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. Public Education and Outreach

A. Demonstration of New RethinkWaste Website

Staff Au gave a demo of the new RethinkWaste website, noting that all the improvements were listed in the staff report, as well as a comparison between the old site and the new site.

Vice Chair Aguirre noted that this is a great community resource for people to go to and find out how to get education and become more involved.

Staff Au added that there is also now a get involved button on the home page which lists volunteer opportunities in our service area so if any member agencies are looking for volunteers for an event please let us know, and we can put that up on our website.

Member Royce asked if the Member Agencies have been linked to the website.

Staff Au confirmed that most of them are linked at this point, and staff is working on the rest..

Executive Director La Mariana congratulated Staff Au and her team for the incredible effort and huge improvement to the website. He also noted that the usability meets the current access to government access documents requirements that was part of the Grand Jury recommendation.

Member Dehn commented that as staff was going through the presentation she was following along on her phone and it was working to a tee.

Staff Au noted that it does need to be iOS 10 or higher for the site to have full functionality on a phone.

9. Informational Items Only (no action required)

- A. 2019 Bay Area Solid Waste Rates and City Fees Survey
- B. Plastics Recycling Update

Member Browrigg shared that he spoke at Burlingame's Citizen Environment Committee a few nights ago, and they had a session on the environmental threat of plastic that was standing room only. He was asked to speak about what RethinkWaste is doing, so he described the Organics to Energy pilot to the group, and got a standing ovation. But noted that there was a lot of concern about plastic from the group. He noted that the recycling symbol and number on plastic is borderline fraudulent, because it implies to everyone that it is all recyclable when it's not. He didn't know that plastics 3-7 were going to landfill until he read it in the packet, but it came up at the meeting, as he was asked if 3-7 plastics should instead be going in the black bin. He thanked Alex of Recology for addressing questions from the group.

Staff Gans noted that the problem with plastics is very serious from an environmental standpoint, and from an image standpoint because it tarnishes recycling. When people stop believing in recycling, they don't put things in the right bin. There is an erosion in confidence in recycling because of the China issue. There is no market for plastics 3-7 so they are not recyclable, but the plastic industry promotes them as being recyclable when they're not. He noted that when he heard what was happening to 3-7 plastics overseas, the SBWMA stopped putting those plastics in bales and shipping them overseas and started landfilling the plastics that didn't have a clearly defined market. He also added that Chair Benton spoke at our recent policy meeting about how frustrated he was that these items are being represented as recyclable, but they really aren't, and he wanted to see legislation that minimized this type of product packaging. Lastly, the equipment being installed in Phase I and Phase II MRF upgrades will do a better job of separating these items so that more items can be marketed more cleanly.

- C. Information on the County of San Mateo's Proposed Disposable Food Service Ware Ordinance

TAC Member Danielle Lee asked to bring this item to the Board's attention. She noted that the proposed ordinance would ban all plastic foodware and require restaurants to provide fiber-based food packaging and utensils instead.

Vice Chair Aguirre noted that she thought the timing was right for us to do something, people are angry about the plastics issue and want to know what they can do about it.

- D. Legislative Session Update
- E. 2019 Finance and Rate Setting Calendar
- F. Check Register Detail for June - August 2019
- G. Technical Consulting Contracts June – August 2019
- H. Potential Future Board Agenda Items

10. Board Member Comments

Vice Chair Aguirre reminded members that the October 24th Board meeting is cancelled, but there are still two remaining meetings for the year in November 11/7 and 11/21 both from 2-4PM.

11. Adjourn 3:33PM

STAFF REPORT

To: SBWMA Board Members
From: Cyndi Urman, Board Secretary
Date: November 21, 2019 Board of Directors Meeting
Subject: Approval of the 2020 SBWMA Board of Directors Meeting Calendar

Recommendation

It is recommended that the SBWMA Board of Directors approve a 2020 Board of Directors meeting calendar and continue to hold these monthly meetings at the San Carlos Library where office space is rented for SBWMA staff.

Summary

Staff recommends continuing with a 4th Thursday of the month meeting date as there are not any Member Agency governing body meetings on this day of the week. It should also be noted that CCAG meetings are currently held the 2nd Thursday of the month starting at 6:30 pm. Thus, it would be advisable to continue to schedule SBWMA Board Meetings on the 4th Thursday of the month. In 2020, there is a conflict on the third Thursday in January the San Carlos Library Conference with the City of San Carlos, so staff recommends moving the January Board meeting to the 5th Thursday on January 30. Also, historically the November Board meeting has been moved to the third Thursday due to Thanksgiving falling on the 4th Thursday. Staff recommends continuing with that practice in 2020

Analysis

The 2PM time frame on the 4th Thursday of the month was chosen to avoid as many regional conflicts as possible. Staff has analyzed the action items that take place at the Board level on a monthly basis, and recommends keeping a 10 meeting per year schedule, one per month except August and December, and canceling meetings if there are not any action items in a given month.

Background

The SBWMA Board monthly meetings have historically been held the on the fourth Thursday of the month starting at 2 pm. This day of the week and time was selected to minimize any overlap with Member Agency governing body meetings on Mondays Tuesdays and Wednesdays and other regional government meetings. As requested by the Board of Directors, staff has also checked the national holiday calendar and found no conflicting dates with any major national or religious holidays 2020. Staff sends out the Board packet one-week prior to the Board meeting.

Fiscal Impact

The City of San Carlos currently charges a small fee of \$61 per meeting for the use of the Conference room. This amount will increase in July of 2020 to approximately \$63 per meeting. The total cost for 2020 Board meetings will be \$679.

Attachments

Attachment A – Proposed 2020 Board Meeting Dates

SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY
2020 BOARD MEETING SCHEDULE

Meetings of the South Bayside Waste Management Authority Board of Directors are held
on the fourth Thursday of the month from 2PM to 4PM unless otherwise noted*

Location: City of San Carlos Library, 2nd Floor, Conference Room A/B, 610 Elm St., San Carlos, CA 94070

| | | |
|-----------|------------------------|------|
| January | 30*(Fifth Thursday) | 2020 |
| February | 27 | 2020 |
| March | 26 | 2020 |
| April | 23 | 2020 |
| May | 28 | 2020 |
| June | 25 | 2020 |
| July | 23 | 2020 |
| August | NO MEETING IN AUGUST | |
| September | 24 | 2020 |
| October | 22 | 2020 |
| November | 19* (Third Thursday) | 2020 |
| December | NO MEETING IN DECEMBER | |

*There is a conflict in the San Carlos Library Conference Room on the 4th Thursday of January, the Board meeting has been scheduled for the 5th Thursday in January.

*The 4th Thursday of November falls on the Thanksgiving Holiday; the Board Meeting has been scheduled for the week prior.



STAFF REPORT

To: SBWMA Board Members
From: John Mangini, Senior Finance Manager
Date: November 21, 2019 Board of Directors Meeting
Subject: Approval of Quarterly Investment Report for the Quarter Ended September 30, 2019

Recommendation

It is recommended that the SBWMA Board review and accept the Quarterly Investment Report.

Analysis

The primary objective of the Investment Policy for the SBWMA is safety of principal, while meeting the cash flow needs of the Authority, through prudent investment of unexpended cash. As of September 30, 2019, the investment portfolio was in compliance with the Investment Policy. The portfolio contains sufficient liquidity to meet the next six months of expected expenditures by the Authority as well as by other third parties.

Fiscal Impact

The attached Investment Portfolio Summary indicates that as of September 30, 2019, funds in the amount of \$36,285,182 were invested, producing a weighted average yield of 2.15%.

Below is a summary of the changes from the last quarter.

| | Qtr Ended 6/30/19 | Qtr Ended 9/30/19 | Increase (Decrease) |
|-----------------------------|------------------------------|------------------------------|--------------------------------|
| Total Portfolio | \$ 23,495,590 | \$ 36,285,182 | \$ 12,789,592 |
| Weighted Average Return | 1.95% | 2.15% | 0.20% |
| Interest/Dividends Earnings | \$ 132,361 | \$ 177,684 | \$ 45,323 |

The total quarter-end portfolio balance increased by \$12,789,592 when compared with the previous quarter. The increase was due to the issuance of the 2019B Solid Waste Enterprise Revenue Bonds that provided \$20,000,000 in bond proceeds and were deposited into the project fund. This was offset by \$6,610,869 of reserve funds and other contributions from the 2009A Solid Waste Enterprise Revenue Bonds. As a result of the additional bond proceeds, total interest and dividend earnings were significantly higher than the previous quarter.

A table comparison of the portfolio components is provided below:

| | 6/30/2019 Balance | % of Total | 9/30/2019 Balance | % of Total | Change over Prior Quarter |
|------------------------|------------------------------|-----------------------|------------------------------|-----------------------|--------------------------------------|
| SM County Pool | \$ 5,261,667 | 22% | \$ 5,292,948 | 15% | \$ 31,281 |
| LAIF | 11,623,054 | 50% | 10,891,545 | 30% | (731,509) |
| Bond Accounts | 6,610,869 | 28% | 20,100,689 | 55% | 13,489,820 |
| Total Portfolio | \$ 23,495,590 | 100% | \$ 36,285,182 | 100% | \$ 12,789,592 |

Note: There may be minor differences in totals as individual amounts are rounded to the nearest dollar

Due to arbitrage restrictions, bond investments are not included in our LAIF rate or investment pool comparison. As of June 30, 2019, the bond cost of issuance and project accounts of approximately \$20.1 million were invested with the trustee in short-term investments.

As of September 30, 2019, investments in the County Investment Pool totaled 32.7% of SBWMA's funds available for investment pools (see Attachment 1). The percentage is within the range specified by the SBWMA Board.

The weighted average yield of the portfolio in the quarter excluding the bond proceeds was 2.39%. LAIF is used as a benchmark and the average LAIF yield for the quarter ending September 30, 2019, was 2.45%. The San Mateo County Pool average yield for the quarter was 2.27%.

Derek Rampone, the Financial Services Manager of the City of Redwood City, has reviewed this report to ensure compliance with standing SBWMA investment policy before presentation to the Board.

Attachments

- A. Summary of All Investments for Quarter Ending September 30, 2019
- B. Investment Portfolio 9/30/2019 - Chart
- C. Historical Summary of Investment Portfolio

SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY

SUMMARY OF ALL INVESTMENTS

For Quarter Ending September 30, 2019

| Category | Rate of Return | Historical Cost | % of Portfolio | Market Value* | Interest/Dividend Earned |
|---|------------------|----------------------|----------------|----------------------|--------------------------|
| Liquid Investments: | | | | | |
| San Mateo County Investment Pool (COPOOL) | 2.27% | \$ 5,292,948 | 32.7% | \$ 5,301,643 | \$ 29,9 |
| Local Agency Investment Fund (LAIF) | 2.45% | 10,891,545 | 67.3% | 10,913,538 | 70,5 |
| | Weighted Average | | | | |
| Total - Investments | 2.39% | 16,184,493 | 100.0% | 16,215,181 | 100,5 |
| | Rate of Return | | | | |
| Bond Accounts - Cash with Fiscal Agents | | | | | |
| BNY - 2009A Reserve Fund | 1.85% | 9,637 | | 9,637 | 9,6 |
| BNY - 2009A Payment Fund | 1.85% | 5,053 | | 5,053 | 5,0 |
| BNY - 2019AB Refunding Costs Fund | 1.95% | 23,615 | | 23,615 | |
| BNY - 2019AB Refunding Project Fund | 1.95% | 20,062,384 | | 20,062,384 | 62,3 |
| Total - Bond Accounts | | 20,100,689 | | 20,100,689 | 77,1 |
| | Weighted Average | | | | |
| GRAND TOTAL OF PORTFOLIO | 2.15% | \$ 36,285,182 | | \$ 36,315,870 | \$ 177,6 |
| Total Interest/Dividend Earned This Quarter | | | | | 177,6 |
| Total Interest/Dividend Earned Fiscal Year-to-Date | | | | | 177,6 |

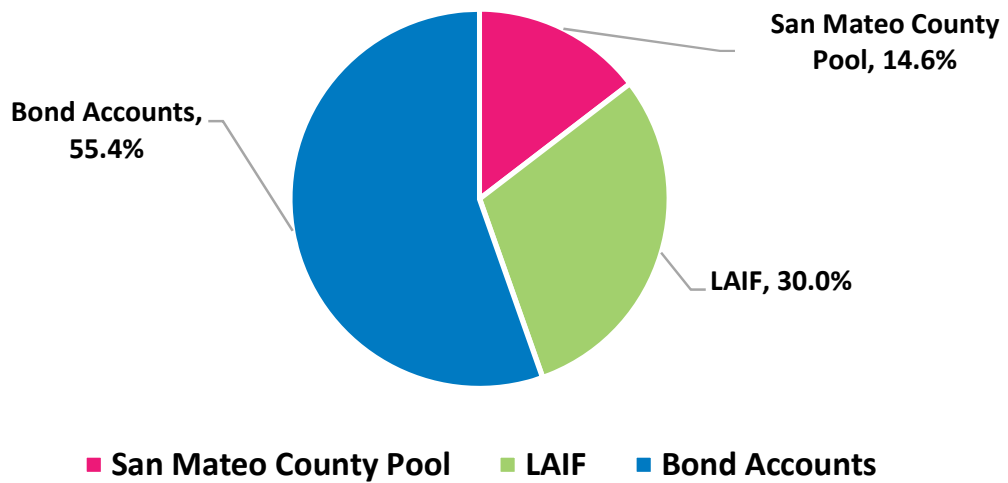
Note: SBWMA Board approved the following investment mix at its January 22, 2015 meeting:

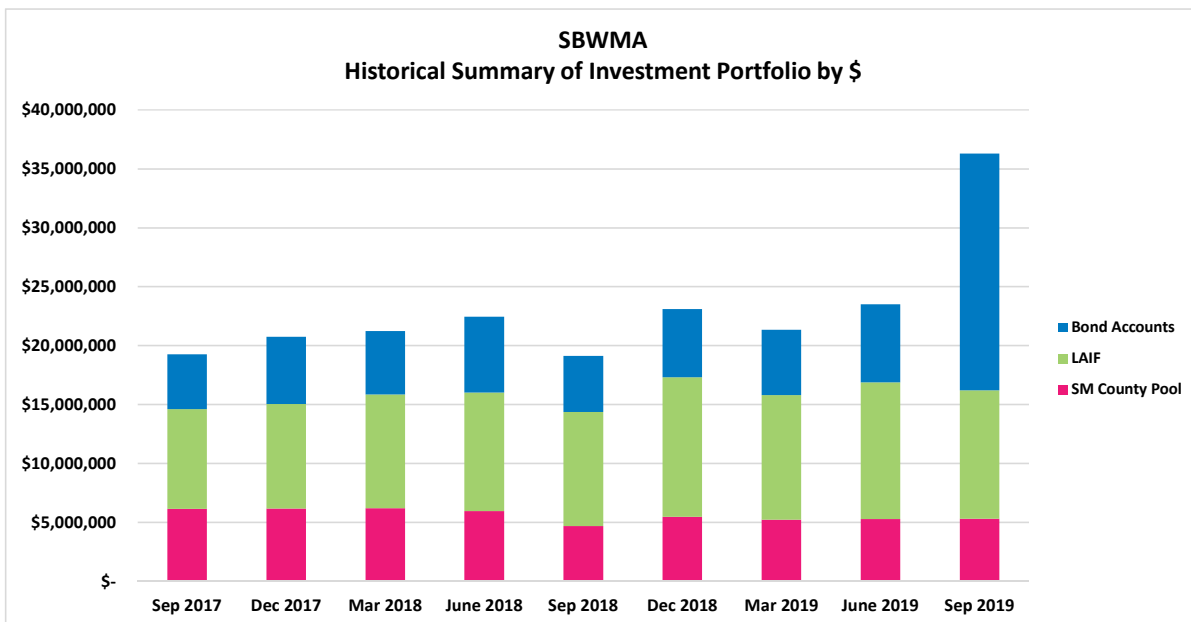
LAIF - 50% to 70%

COPOOL - 30% to 50%

*Difference in value between Historical Cost and Market Value may be due to timing of purchase. Investments in the investment pools may have been purchased when interest rates were lower or higher than the end date of this report. As interest rates increase or decrease, the value of the investment pools will decrease or increase accordingly. However, interest rate fluctuations do not have any impact to SBWMA's balance in the investment pools (other than interest earnings). The market values are presented as a reference only and are used for accounting purposes.

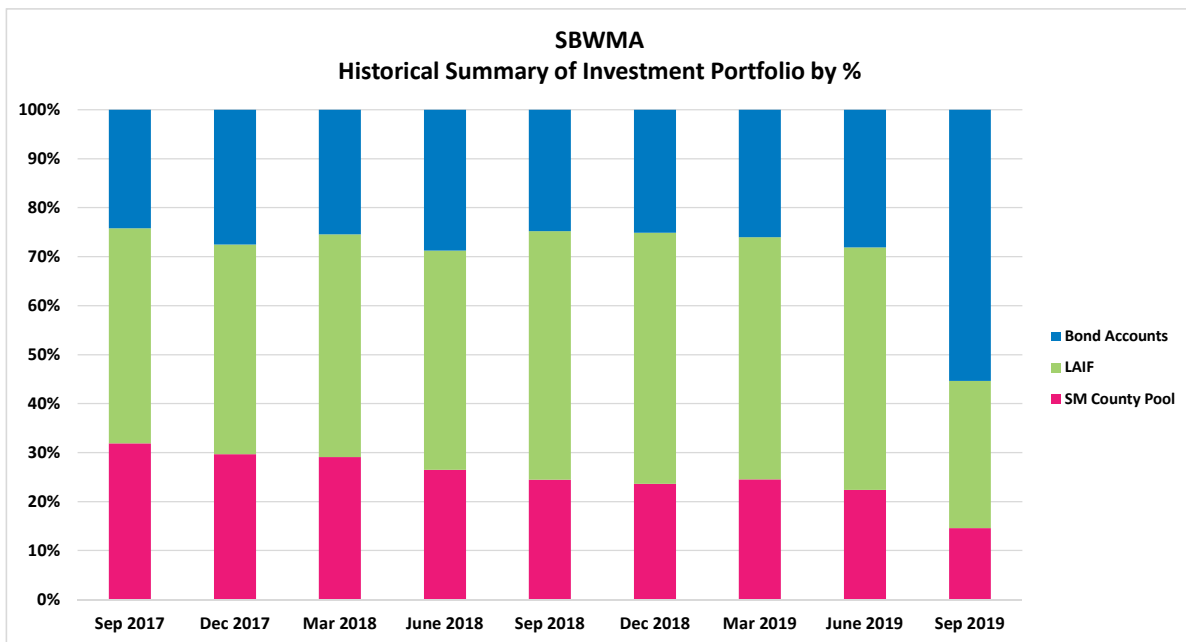
SBWMA Investment Portfolio 9/30/2019





South Bayside Waste Management Authority Portfolio

| | Sep 2017 | Dec 2017 | Mar 2018 | June 2018 | Sep 2018 | Dec 2018 | Mar 2019 | June 2019 | Sep 2019 |
|--------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| SM County Pool | 6,141,927 | 6,160,258 | 6,178,931 | 5,950,328 | 4,677,171 | 5,453,401 | 5,230,212 | 5,261,667 | 5,292,948 |
| LAIF | 8,458,145 | 8,882,011 | 9,657,438 | 10,043,712 | 9,683,992 | 11,840,565 | 10,553,938 | 11,623,054 | 10,891,545 |
| Bond Accounts | 4,663,531 | 5,704,703 | 5,401,411 | 6,452,737 | 4,742,350 | 5,798,255 | 5,547,155 | 6,610,869 | 20,100,689 |
| Grand Total | \$ 19,263,603 | \$ 20,746,972 | \$ 21,237,780 | \$ 22,446,777 | \$ 19,103,513 | \$ 23,092,221 | \$ 21,331,305 | \$ 23,495,590 | \$ 36,285,182 |



| | Sep 2017 | Dec 2017 | Mar 2018 | June 2018 | Sep 2018 | Dec 2018 | Mar 2019 | June 2019 | Sep 2019 |
|--------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| SM County Pool | 31.9% | 29.7% | 29.1% | 26.5% | 24.5% | 23.6% | 24.5% | 22.4% | 14.6% |
| LAIF | 43.9% | 42.8% | 45.5% | 44.7% | 50.7% | 51.3% | 49.5% | 49.5% | 30.0% |
| Bond Accounts | 24.2% | 27.5% | 25.4% | 28.7% | 24.8% | 25.1% | 26.0% | 28.1% | 55.4% |
| Grand Total | 100.0% | 100.0% | 100.0% | 100.0% | 100.0% | 100.0% | 100.0% | 100.0% | 100.0% |



ADMINISTRATION AND FINANCE

STAFF REPORT

To: SBWMA Board Members
From: Joe La Mariana, Executive Director
 John Mangini, Senior Finance Manager
Date: November 21, 2019 Board of Directors Meeting
Subject: Review and Discussion Tipping Fee Increases Effective 1/1/20—No Adjustments
 Recommended

Recommendation

This is an informational item only and no action is required.

Tip Fees effective January 1st, 2020:

| Material Category | Unit of Measure | Current rate | Proposed rate | Difference (\$) | Difference (%) |
|-----------------------|-----------------|--------------|---------------|-----------------|----------------|
| Franchise Solid Waste | / ton | \$121 | \$121 | \$0 | 0.0% |
| Franchise Organics | / ton | \$126 | \$126 | \$0 | 0.0% |
| Franchise Food Waste | / ton | \$141 | \$141 | \$0 | 0.0% |
| Public Solid Waste * | / cy | \$44 | \$44 | \$0 | 0.0% |
| Public Green Waste * | / cy | \$35 | \$35 | \$0 | 0.0% |
| Public C&D * | / cy | \$44 | \$44 | \$0 | 0.0% |
| Public Weighed Dirt | / ton | 110 | 110 | \$0 | 0.0% |

* CY = Cubic Yard

Summary

The tip fees above are consistent with the FY19/20 Board approved budget assumptions and the Total Collection Rate Recommendation as part of the SBWMA Review of the Recology 2020 Compensation Application (Table 8) in September 2019. Staff is not recommending a tip fee increase in 2020 above the approved FY19/20 budget. The large Franchise tip fee increase (12.2%) on January 1, 2019 is projected to provide sufficient revenue to cover significant increases in 2020 expenses, including Ox Mountain disposal fee increases and preliminary SB1383 estimated expenses.

Analysis

When evaluating potential adjustments to the Shoreway facility tipping fees, staff prepares and reviews the following:

- Complete financial projections for **calendar years 2019 and 2020** to reflect current trends in inbound volume from franchise and non-franchise customers, commodity revenue, and operating expenses.
- Verify that the SBWMA is in compliance with 2019 Bond debt covenant requirements (i.e., debt coverage ratio of 1.4). Break-even coverage is not a requirement of the 2019 Bond covenant.

SBWMA Financial Projections for Calendar Year 2019 and 2020

Financial projections for calendar year 2019 and 2020 are shown in Table 1 below. The 2020 projection for franchise and public revenue is based on the tipping fees for 2020.

Table 1

| SBWMA - Financial Projection (\$000) | | | | |
|---|-------------------------------|-------------------------------|------------------|-----------------|
| | Calendar Year 2019 | Calendar Year 2020 | Change \$ | Change % |
| Operating Revenue | | | | |
| Tip Fee Revenue - Franchise | \$37,010 | \$37,162 | 153 | 0.4% |
| Tip Fee Revenue - Public | \$12,360 | \$12,421 | 60 | 0.5% |
| Net Commodity Revenue | \$5,870 | \$5,530 | (340) | -5.8% |
| Total Operating Revenue | \$55,240 | \$55,112 | (127) | -0.2% |
| Operating Expense | | | | |
| SBR Operating Expense | \$20,812 | \$21,634 | 822 | 4.0% |
| Disposal & Processing Expense | \$19,066 | \$21,543 | 2,477 | 13.0% |
| SBWMA Program Expense | \$3,639 | \$3,945 | 307 | 8.4% |
| Franchise Fee to City of San Carlos | \$2,351 | \$2,361 | 10 | 0.4% |
| SB1383 Expense (Estimated) | \$0 | \$1,000 | 1,000 | |
| Miscellaneous | \$1,389 | \$1,477 | 88 | 6.3% |
| Total Operating Expense | \$47,256 | \$51,960 | 4,704 | 10.0% |
| Operating Income | \$7,983 | \$3,152 | (4,831) | -60.5% |
| Net Interest Expense | \$2,030 | \$1,970 | (59) | -2.9% |
| Net Income | \$5,954 | \$1,182 | (\$4,772) | -80% |
| Non-Operating Payments | | | | |
| Bond Principal Payments | \$0 | \$850 | | |
| Net Reserve Funding | \$ 5,954 | \$ 332 | | |
| BOND COVENANT | | | | |
| Debt Coverage (> 1.4) | 4.33 | 1.64 | | |
| Break Even (=> 1.0) | 1.12 | 1.01 | | |

The changes in financial projections from 2019 to 2020 are explained:

- Inbound volume is largely flat (see Attach. A, Table 1).
 - Franchise tons increase 0.4%
 - Public tons increase 0.4%; public yards increase of 0.6%
- Tip fee revenue increases are the result of the slightly higher projected volume, as tip fees remain unchanged from 2019.
- Disposal & Processing Expense increase is due to the increased disposal rate at Ox Mountain under the new contract beginning January 1, 2020 (see Attachment A, Table 5)

- The impact of the lower commodity prices from the expected deterioration of the commodity markets are reflected in the lower commodity revenue. Estimated average prices of \$115/ ton in 2019 decreased to \$91/ ton in 2020 (see Attach. A Table 3).
 - The financial projections assume the Shoreway facility's Buyback Center will remain closed. The closure of the Buyback Center also results in lower commodity revenue and lower average price/ ton. Lower revenue is directly offset by avoided Buyback Center payments to customers. Also, the loss in scrap value of the Buyback Center material is generally offset by the cost avoidance in SBR's compensation for handling the material.
- SBR Operating Cost increase is based on the approved 2020 fees in the SBR 2020 Compensation Application (see Attach. A Table 4), and a one-time \$0.4M credit received from SBR in 2019 to correct the duplication of compensated profit in years 2017, 2018 and 2019 for the VRS Program costs.
- Preliminary estimate of SB1383 expenses. Staff is investigating whether certain startup costs qualify for capitalization to be amortized over several periods to potentially lessen the immediate expense and bond covenant impact. Please note that Staff has included \$1M in our calculations as a placeholder to address specific regulatory compliance start-up costs that are anticipated to take affect during 2020. The 1383 compliance regulations are expected to receive final codification in spring 2020.
- The bond refunding in 2019 has resulted in approximately \$445K lower annual debt service than the previous outstanding 2009A Bonds. The bond refunding also allowed the Agency to avoid a scheduled \$1.5M principal payment on 9/1/2019 (the first scheduled interest payment on the 2019 Bonds of \$850K is due on 9/1/2020), which helps to increase reserves. In addition, the Agency avoided the 9/1/2019 interest payment on the 2009A Bonds, although interest expense savings is mainly driven by the restructuring of debt and lower interest rates with the 2019 Bonds, as debt has remained outstanding throughout the refunding process. Bond refunding has helped to increase reserves, lower current and future borrowing expenses and maintain tip fees in the years preceding Recology's 2021 step up in compensation with the Restated and Amended Contract.

The projected net income for calendar year 2019 well exceeds the bond covenant debt coverage ratio of 1.4, Although a bond covenant test is not applicable for 2019 due to the bond refunding executed on July 9, 2019.

The projected results for 2020 contain a few marked increases in certain costs but are projected to meet the bond debt coverage ratio of 1.4, with a projected debt coverage ratio of 1.64. The increased costs include; increased disposal rate at Ox Mountain, preliminary estimate of SB1383 expenses, increased SBR compensation and lower net commodity revenue. See **Table 1** above.

Table 2 below shows the 2020 projected volume, tip fees and revenue generated for each rate category. Franchise customers make up 75% of tip fee revenue while public customers make up 25% of total tip fee revenue.

Table 2

| 2020 TIP FEE REVENUE PROJECTION - DETAIL | | | | | |
|--|----------------|----------------|----------------|----------------------|---------------|
| FRANCHISE | Yards | Tons | Tip Fee | Revenue | % of Total |
| Solid Waste | | 182,713 | \$ 121.00 | \$ 22,108,306 | 44.6% |
| Organics | | 88,807 | \$ 126.00 | \$ 11,189,655 | 22.6% |
| Commercial Food Waste | | 24,821 | \$ 141.00 | \$ 3,499,781 | 7.1% |
| Dirt, Inert | | 2,895 | \$ 108.00 | \$ 312,674 | 0.6% |
| Other | | 451 | <i>various</i> | \$ 51,727 | 0.1% |
| Total Franchise | | 299,687 | | \$ 37,162,142 | 74.9% |
| SELF-HAUL | | | | | |
| Solid Waste | 65,463 | | \$ 44.00 | \$ 2,880,366 | 5.8% |
| Green Waste | 47,643 | | \$ 35.00 | \$ 1,667,511 | 3.4% |
| C&D | 98,985 | | \$ 44.00 | \$ 4,355,339 | 8.8% |
| Public Dirt | | 9,632 | \$ 110.00 | \$ 1,059,568 | 2.1% |
| Public Other | | | | \$ 202,444 | 0.4% |
| Non-SBWMA Solid Waste | | 4,957 | \$ 127.00 | \$ 629,600 | 1.3% |
| Non-SBWMA Organics | | 351 | \$ 128.00 | \$ 44,966 | 0.1% |
| Non-SBWMA Food | | 4,700 | \$ 141.00 | \$ 662,749 | 1.3% |
| Non-SBWMA C&D | | 5,710 | \$ 121.00 | \$ 690,858 | 1.4% |
| Non-SBWMA Inerts | | 1,847 | \$ 123.00 | \$ 227,207 | 0.5% |
| Total Public | 212,091 | 27,198 | | \$ 12,420,607 | 25.1% |
| TOTAL | 212,091 | 326,886 | | \$ 49,582,750 | 100.0% |

Attachment A provides a series of tables with back-up detail on operating volume, revenue and expense information used in the 2019 and 2020 financial projections.

Background

The financial projections are based on actual volume and commodity prices through August 2019. Overall, we are forecasting slightly higher franchise tonnage of 0.4% and slightly higher public volume in 2020 vs. 2019.

Table 4 below shows the historical tipping fees at the Shoreway facility and the tipping fee on January 1st, 2020. The 2020 tip fees are the same as used in the FY19/20 budget.

Table 4

| Effective Dates: | Units | 1/1/2015 | 1/1/2016 | 7/1/2016 | 1/1/2017 | 1/1/2018 | 7/1/2018 | 1/1/2019 | 1/1/2019 |
|------------------------|---------|----------|----------|----------|----------|----------|----------|----------|----------|
| Category | | Tip Fees | | | | | | | Proposed |
| Franchised Solid Waste | / ton | \$92 | \$94 | \$94 | \$104 | \$107 | \$107 | \$121 | \$121 |
| Franchised Organics | / ton | \$94 | \$96 | \$96 | \$106 | \$112 | \$112 | \$126 | \$126 |
| Franchised Food Waste | / ton | \$107 | \$107 | \$107 | \$118 | \$118 | \$131 | \$141 | \$141 |
| Public weighed dirt | / ton | \$81 | \$83 | \$90 | \$95 | \$98 | \$98 | \$110 | \$110 |
| Public Solid Waste | / cu yd | \$35 | \$36 | \$38 | \$41 | \$42 | \$42 | \$44 | \$44 |
| Public C&D | / cu yd | \$32 | \$33 | \$35 | \$38 | \$40 | \$42 | \$44 | \$44 |
| Public Green Waste | / cu yd | \$24 | \$25 | \$27 | \$29 | \$31 | \$33 | \$35 | \$35 |

Fiscal Impact

The tipping fees will keep the SBWMA in compliance with the bond covenant requirements for 2020.

Attachments:

Attachment A - Back-up Financial and Operational Data

Attachment A

Back-Up Financial and Operational Data. All data for **calendar years**, not fiscal years.

Table 1 – Inbound volume to the Transfer Station for 2018, 2019 and 2020

| TRANSFER STATION VOLUME | | Unit | 2018 | 2019 * | 2020 * | 19 vs 18 | 20 vs 19 |
|----------------------------|--|----------|----------------|----------------|----------------|-------------|-------------|
| Franchise | | | | | | | |
| SBWMA Solid Waste | | tons | 182,216 | 182,567 | 182,713 | 0.2% | 0.1% |
| SBWMA Green Waste | | tons | 83,994 | 88,583 | 88,807 | 5.5% | 0.3% |
| SBWMA Food Waste | | tons | 24,474 | 24,105 | 24,821 | -1.5% | 3.0% |
| SBWMA Dirt, Inert | | tons | 2,893 | 2,934 | 2,895 | 1.4% | -1.3% |
| SBWMA Wood | | tons | 163 | 84 | 82 | -48.3% | -2.7% |
| SBWMA Other, BI | | tons | 470 | 285 | 369 | -39.4% | 29.5% |
| sub-total Franchise | | | 294,211 | 298,558 | 299,687 | 1.5% | 0.4% |
| Non-SBWMA SW | | tons | 3,814 | 4,929 | 4,957 | 29.2% | 0.6% |
| Non-SBWMA Green Waste | | tons | 418 | 337 | 351 | -19.3% | 4.2% |
| Non-SBWMA FOOD | | tons | 5,419 | 4,813 | 4,700 | -11.2% | -2.3% |
| Non-SBWMA C&D | | tons | 7,692 | 5,825 | 5,710 | -24.3% | -2.0% |
| Non-SBWMA Roofing | | tons | 1,560 | 1,761 | 1,847 | 12.9% | 4.9% |
| Public Dirt, Inerts | | tons | 10,056 | 9,447 | 9,632 | -6.0% | 2.0% |
| Total Tons | | | 323,273 | 325,670 | 326,886 | 0.7% | 0.4% |
| Public | | | | | | | |
| Public Solid Waste | | cu yards | 57,933 | 63,946 | 65,463 | 10.4% | 2.4% |
| Public Green Waste | | cu yards | 43,818 | 47,857 | 47,643 | 9.2% | -0.4% |
| Public C&D | | cu yards | 106,015 | 99,112 | 98,985 | -6.5% | -0.1% |
| Total Yards | | | 207,765 | 210,915 | 212,091 | 1.5% | 0.6% |
| * - estimate | | | | | | | |

Table 2 – Tip Fee Revenue summary: franchise and public.

| TIP FEE REVENUE SUMMARY | | 2019 | 2020 | 20 vs 19 | % |
|------------------------------|--|----------------------|----------------------|--------------------|--------------|
| Franchise | | | | | |
| Tons | | 298,558 | 299,687 | 1,129 | 0.4% |
| Wld Avg. Tip Fee | | \$ 123.96 | \$ 124.00 | \$ 0.04 | 0.0% |
| Franchise Revenue | | \$ 37,009,553 | \$ 37,162,142 | \$ 152,589 | 0.4% |
| Public | | | | | |
| Tons | | 17,665 | 17,566 | -99 | -0.6% |
| Wld Avg. Tip Fee | | \$ 128.46 | \$ 128.40 | \$ (0.06) | 0.0% |
| Sub Total | | \$ 2,269,136 | \$ 2,255,380 | \$ (13,757) | -0.6% |
| Public Dirt Tons | | | | | |
| | | 9,447 | 9,632 | 185 | 2.0% |
| Wld Avg. Tip Fee | | \$ 110.00 | \$ 110.00 | \$ - | 0.0% |
| Sub Total | | \$ 1,039,216 | \$ 1,059,568 | \$ 20,352 | 2.0% |
| Cubic Yards | | | | | |
| | | 210,915 | 212,091 | 1,176 | 0.6% |
| Wld Avg. Tip Fee | | \$ 42.92 | \$ 42.93 | \$ 0.02 | 0.0% |
| Sub Total | | \$ 9,052,011 | \$ 9,105,660 | \$ 53,649 | 0.6% |
| Public Revenue | | \$ 12,360,363 | \$ 12,420,607 | \$ 60,244 | 0.5% |
| Total Tip Fee Revenue | | \$ 49,369,916 | \$ 49,582,750 | \$ 212,834 | 0.4% |

Table 3 – Commodity Revenue summary

| COMMODITY REVENUE | | 2018 | 2019 | 2020 | 20 vs 19 | % |
|-------------------|------------------------------|---------------------|---------------------|---------------------|-----------------------|---------------|
| | Tons | 61,880 | 58,945 | 60,760 | 1,815 | 3.1% |
| | Wld Avg. Price | \$ 123.88 | \$ 115.14 | \$ 91.01 | \$ (24.13) | -21.0% |
| | Gross Revenue | \$ 7,665,976 | \$ 6,786,766 | \$ 5,529,543 | \$ (1,257,223) | -18.5% |
| | Revenue Share w/ SBR | (487,741) | (307,839) | 0 | 307,839 | -100.0% |
| | Buyback Payments | (864,809) | (609,060) | 0 | 609,060 | -100.0% |
| | Net Commodity Revenue | \$ 6,313,426 | \$ 5,869,866 | \$ 5,529,543 | \$ (340,323) | -5.8% |

Table 4 – SBR operating expense detail.

| SBR OPERATING & TRANSPORTATION EXPENSE | | | | | |
|--|--------------------------|----------------------|----------------------|---------------------|-------------|
| a. | <u>Summary</u> | 2019 | 2020 | 20 vs 19 | % |
| | MRF | \$ 7,219,355 | \$ 7,655,793 | \$ 436,438 | 6.0% |
| | Transfer Station | 5,486,683 | 5,609,311 | 122,628 | 2.2% |
| | Transportation | 8,105,747 | 8,368,867 | 263,120 | 3.2% |
| | TOTAL SBR EXPENSE | \$ 20,811,785 | \$ 21,633,971 | \$ 822,186 | 4.0% |
| b. | <u>Detail</u> | 2019 | 2020 | 20 vs 19 | % |
| | <u>MRF</u> | | | | |
| | Tons | 74,103 | 73,078 | (1,025) | -1.4% |
| | Rate ¹ | \$ 97.42 | \$ 104.76 | \$ 7.34 | 7.5% |
| | Expense | \$ 7,219,355 | \$ 7,655,793 | \$ 4,899,989 | 6.0% |
| | <u>Transfer Station</u> | | | | |
| | Tons | 398,532 | 396,320 | (2,212) | -0.6% |
| | Rate | \$ 13.77 | \$ 14.15 | \$ 0.39 | 2.8% |
| | Expense | \$ 5,486,683 | \$ 5,609,311 | \$ 122,628 | 2.2% |
| | <u>Transportation</u> | | | | |
| | Tons | 398,532 | 396,320 | (2,212) | -0.6% |
| | Rate | \$ 20.34 | \$ 21.12 | \$ 0.78 | 3.8% |
| | Expense | \$ 8,105,747 | \$ 8,368,867 | \$ 263,120 | 3.2% |
| | TOTAL SBR EXPENSE | \$ 20,811,785 | \$ 21,633,971 | \$ 822,186 | 4.0% |

¹ MRF rate is lower in 2019 due to a one time credit of \$0.4M for duplicated SBR VRS Program profit in prior years

Table 5 – Disposal and Processing expense detail.

| DISPOSAL & PROCESSING EXPENSE | | | | |
|--|----------------------|----------------------|----------------------|--------------|
| | 2019 | 2020 | 20 vs 19 | % |
| Summary | | | | |
| TS Tons | 398,532 | 396,320 | -2,212 | -0.6% |
| Wtd Avg.Rate | \$ 47.84 | \$ 54.36 | \$ 6.52 | 13.6% |
| Disposal Expense | \$ 19,065,971 | \$ 21,543,001 | \$ 2,477,030 | 13.0% |
| Detail - 2020 | | | | |
| | Tons | Price | Expense | |
| Ox Mountain MSW | 222,278 | \$ 52.57 | \$ 11,685,154 | |
| Organics & Food | 124,717 | \$ 52.26 | \$ 6,517,509 | |
| C&D | 49,325 | \$ 73.11 | \$ 3,606,218 | |
| Miscellaneous (haz wste, etc) | | | \$ 421,103 | |
| Paid by SBR | (13,068) | \$ 52.57 | \$ (686,983) | |
| TOTAL - 2020 | 383,252 | | \$ 21,543,001 | |



STAFF REPORT

To: SBWMA Board Members
From: Joe La Mariana, Executive Director
Julia Au, Outreach and Communications Manager
Date: November 21, 2019 Board of Directors Meeting
Subject: 2019 Legislative Session Update – Presentation by Environmental and Energy Consulting (EEC)

Recommendation:

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

Summary

The purpose of this report is to provide a wrap up of the 2019 California Legislative Session and provide updates on regulatory activities that have been conducted by the SBWMA's Sacramento-based lobbyist, Environmental and Energy Consulting (EEC). All activities conducted from September 15 through November 13 are listed in Attachment A for review. Attachment B provides an overview of high priority legislative bills the Agency has been tracking along with current positions and status.

Six of the bills the SBWMA supported were signed into law by the Governor, with two others also signed that we were watching, including one that will provide temporary bottle bill reform to support pilot projects and leniency for regions struggling to meet convenience standards. EEC Principal Reed Addis will be giving a presentation at today's Board meeting providing a wrap up of the legislative session and priorities for next year and field Board questions. Additional EEC team members that work closely on our priority legislation and regulation include Cory Bullis, Sr. Associate, and Kayla Robinson, Associate.

SBWMA is co-sponsoring AB 1509 (Mullin) with California Product Stewardship Council and Californians Against Waste. The bill would create a responsible disposal program for both loose lithium-ion batteries and ones embedded in consumer products. AB 1509 is currently a two-year bill, meaning that the earliest this bill can be heard is early 2020. SBWMA continues to work with EEC, CPSC, CAW, CalRecycle, and the Senate and Assembly policy committees on creating the most strategic and impactful language to get the bill to pass.

Analysis

The SBWMA contracts with EEC to act as the Agency's legislative and regulatory lobbyist in California. EEC is a registered lobbying firm in the state of California (Lobbying ID # 1371848). On January 24, 2019, the Board approved the 2019-2020 SBWMA Legislative and Regulatory Platform that identifies 12 topic areas of importance to the Agency and our member agencies to guide the identification of critically relevant bills and regulatory action that need attention during the legislative session. The Executive Committee (SBWMA Board Chair, Jay Benton, and SBWMA Vice Chair, Alicia Aguirre) serves as the Agency's Legislative and Regulatory Committee and Staff is provided with strategic feedback and direction during our monthly Executive Committee/Board Agenda Review meetings. Based on this feedback, Staff provides EEC with tactical direction on key issues, prospective bills, and regulations that are in alignment with the Agency's Board-approved annual Legislative Platform.

Attachments:

Attachment A – September-November 2019 Legislative Update

Attachment B –2019 RethinkWaste Priority Legislative Overview

Attachment C – 2019 Legislative Session Update – Presentation by Environmental and Energy Consulting (EEC)



RethinkWaste September/October/November 2019 Legislative Report

I. Key Dates & Updates

- RethinkWaste and EEC met in September in an annual work session to align priorities and plan for success in the 2020 Legislative Session. SBWMA Chair Jay Benton attended.
- Assemblymember Mullin (D – South San Francisco) hosted a waste stakeholder meeting for [AB 1298](#) – attended by RethinkWaste – to draw attention to crucial state funding for recycling and organics diversion infrastructure in his bond.
- CalRecycle held a [workshop](#) on battery labeling in November. RethinkWaste offered crucial comments on the danger of Li-ion batteries and the importance of AB 1509 to remove these batteries from the waste stream.
- October 13 was the last day for Governor Newsom to sign or veto bills.

II. Legislation

Signed into law by the Governor–

- [AB 187](#) (Garcia, C.): A clean-up bill for the mattress stewardship program
- [AB 619](#) (Chiu): Allows temporary food facilities and restaurants to service food and beverages in reusable containers
- [AB 729](#) (Chu): Allows CalRecycle to implement a bridge program when potential carpet stewardship applications have been rejected.
- [AB 827](#) (McCarty): Requires businesses to have front-of-house food/compost bins
- [AB 1162](#) (Kalra): Would ban all hotel/lodgings from providing small plastic bottles containing shampoo, conditioned, or bath soap by 2024
- [SB 726](#) (Caballero): Creates parameters for specified HHW to be reused instead of incinerated

Vetoed by Governor Newsom–

- [AB 792](#) (Ting): Requires beverage containers to contain on average no less than 50% postconsumer recycled plastic content by 2030.

III. October & November Activities

- We have upcoming meetings with Assemblymember Mullin and Berman's staff, Senator Hill's staff, our co-sponsors, CalRecycle staff, and the policy committee consultants to discuss AB 1509 and finalize language.

- We worked with key waste stakeholders to develop language for Assemblymember Mullin's infrastructure bond, [AB 1298](#), which is the only bond in the Legislature containing funding for the waste industry.
- We submitted written comments on SB 1383 regarding local governments' need for technical support and flexibility for biogas end-use.
- RethinkWaste supported six waste bills signed into law by the Governor.

2019 RethinkWaste Priority Legislation Overview

| Bill # & Author | What does it do? | Sponsor? | Position | Status | Letters |
|--|---|---|----------|--|---------|
| AB 215 (Mathis) Priority 1 | Makes dumping waste on private property w/o consent of owner punishable by increasing fines for each conviction (\$250-\$3000), with the 4 th conviction as a misdemeanor. | None | Support | Dead – held in Assembly Appropriations Committee | |
| AB 1080 (Gonzalez) Priority 1 | Adopts regulations to source reduce and recycle 75% of single-use packaging and priority plastic products sold or distributed in California by 2030 | None | Support | 2-year bill – on the Senate Floor | |
| AB 1298 (Mullin) Priority 1 | Infrastructure bond with funding for recycling and compost projects, among other natural resources and clean energy projects | None | Support | 2-year bill – in Assembly policy committees | |
| AB 1509 (Mullin & Berman) Priority 1 | Creates takeback program for Li-ion batteries | RethinkWaste | Sponsor | 2-year bill – in Senate EQ Committee | |
| AB 1583 (Eggman) Priority 1 | Extends CAEATFA tax exclusion sunsets to 2026 for projects that promote California-based manufacturing/jobs, reduction of GHGs/energy use, and reduce air/water pollution. | Californians Against Waste Republic Services | Watch | Signed by the Governor | |



| Bill # & Author | What does it do? | Sponsor? | Position | Status | Letters |
|---|---|--|----------|--|----------------|
| SB 54 (Allen) Priority 1 | Adopts regulations to source reduce and recycle 75% of single-use packaging and priority plastic products sold or distributed in California by 2030 | None | Support | 2-year bill – on the Assembly Floor | |
| SB 726 (Caballero) Priority 1 | Creates parameters for specified HHW to be reused instead of incinerated | California Product Stewardship Council | Support | Signed by the Governor | Sign-on letter |
| AB 54 (Ting) Priority 2 | Bottle bill reform that allows \$5 million from the fund to support pilot projects and creates leniency for regions struggling to meet the convenience standard | None | Watch | Signed by the Governor | |
| AB 144 (Aguar-Curry) Priority 2 | Requires the Strategic Growth Council to submit a report/scoping plan for the state to meet its organic waste management mandates, goals, and targets | None | Support | Dead – held in Assembly Appropriations Committee | |
| AB 161 (Ting) Priority 2 | “Skip the Slip” – By 2022 adopts regulations to reduce receipt paper waste. By 2024 requires businesses to offer e-receipts. | None | Support | Dead – held in Senate Appropriations Committee | |
| AB 187 (Garcia, Cristina) Priority 2 | Creates a clean-up bill for the Mattress Stewardship Program | None | Support | Signed by the Governor | Sign-on letter |
| AB 470 (Limón) | Establishes the California Green Business Program within CalEPA, which will develop baseline, beyond compliance, sector- | None | Support | Dead – held in Assembly Appropriations Committee | |



| Bill # & Author | What does it do? | Sponsor? | Position | Status | Letters |
|---|---|-------------------------------------|----------|---|------------------|
| | specific environmental standards for green business certification | | | | |
| AB 619 (Chiu) Priority 2 | Allows temporary food facilities and restaurants to serve food and beverages in reusable containers | None | Support | Signed by the Governor | Letter Submitted |
| AB 729 (Chu) Priority 2 | Allows CalRecycle to implement a bridge program when potential carpet stewardship applications have been rejected | National Stewardship Action Council | Support | Signed by the Governor | Letter Submitted |
| AB 792 (Ting) Priority 2 | Requires plastic beverage to contain specific percentages of post-consumer recycled content | None | Support | Dead – Vetoed by the Governor | Letter Submitted |
| AB 827 (McCarty) Priority 2 | Requires businesses to have front-of-house food/compost bin | None | Support | Signed by the Governor | Letter Submitted |
| AB 1162 (Kalra) Priority 2 | By 2024, would ban all hotels/lodgings from providing small plastic bottles containing shampoo, conditioner, or bath soap in an effort to reduce plastic waste. | None | Support | Signed by the Governor | Letter Submitted |
| AB 1163 (Eggman) Priority 2 | "Right to repair" bill – allows individuals and third party service dealers to receive functional parts and service literature from manufacturers for electronics and appliances. | Californians Against Waste | Support | 2-year bill – in Assembly Privacy and Consumer Protection Committee | |
| AB 1171 (Chen) Priority 2 | would prohibit local gov from requiring/prohibiting grocery store to use/not use certain types of packaging based on availability of curbside program for locals | National Grocers Association | Watch | 2-year bill – in Assembly Natural Resources Committee | |



| Bill # & Author | What does it do? | Sponsor? | Position | Status | Letters |
|--|---|---|----------|--|---------|
| AB 1228 (Calderon) Priority 2 | Creates a 20% tax credit for compostable cutlery after Jan 2020 until Jan 2025 | None | Watch | 2-year bill – in Assembly Rev. and Tax Committee | |
| AB 1236 (Lackey) Priority 2 | Provides \$200 million from GGRF to CalRecycle for its Fiber, Plastic, and Glass Grant Program, requires CalRecycle to develop an enviro impact report for composting facilities, and requires OPR to identify barriers to recycling/renewable energy goals | None | Support | Dead – held in Assembly Appropriations Committee | |
| AB 1672 (Bloom) Priority 2 | By 2021 requires non-flushable products to be labeled as such and labeled flushable products must meet specified standards | California Association of Sanitation Agencies | Support | 2-year bill – in Assembly Appropriations Committee | |
| SB 372 (Wieckowski) Priority 2 | Author intends to introduce language next year with EU-inspired EPR policy to reduce single-use plastics in the waste stream. | Eunomia | Watch | 2-year bill – in Senate policy committees | |
| SB 424 (Jackson) Priority 2 | Single-use Tobacco EPR bill. | None | Support | 2-year bill – in Assembly policy committees | |
| SB 667 (Hueso) Priority 2 | Requires CalRecycle to develop 5-year investment strategy to drive innovation and support technological development and infrastructure in order to meet organic waste targets | None | Watch | 2-year bill – in Assembly Appropriations Committee | |





EEEC
Environmental &
Energy Consulting

SBWMA NOV. BOARD MEETING

LEGISLATIVE UPDATE





MEET THE TEAM



REED ADDIS
PRINCIPAL



CORY BULLIS
SR. ASSOCIATE



KAYLA ROBINSON
ASSOCIATE





STRATEGIC PARTNERSHIPS





2019 POLITICAL LANDSCAPE

- First year of the Newsom Administration
- New Legislators
- China's 'National Sword' policy gains traction with Legislators



2019 KEY SBWMA PRIORITIES

- **Lithium-ion Batteries**
AB 1509 (Mullin & Berman) – SPONSORED
- **Packaging and Products**
AB 1080 (Gonzalez) / SB 54 (Allen)
- **Organic Waste Diversion**
SB 1383 (Lara) Implementation
- **Infrastructure Bond**
AB 1298 (Mullin)





2019 INDUSTRY & AGENCY SUCCESSES

- **Packaging Bills** – Actively worked with the Governor’s Office and Sen. Allen
- **Funding** – Secured funding call-outs for recycling infrastructure in AB 1298 (Mullin)
- **AB 1509** – Successfully passed out of the Assembly
Went through 2 policy committees (Natural Resources & ESTM), Appropriations, & off the Floor (63-0)
- **SB 1383** – CalRecycle will provide tech. support to local govts
- **SBWMA profile** – increased profile with legislative offices & stakeholders.



AB 1509: NEXT STEPS

- CalRecycle Battery labeling workshop
- Pre-session conversations with Leg. staff and Members
- Meeting with Senate EQ Committee Consultant & CalRecycle
- Confirm & introduce bill language to address Senate EQ consultant concerns
- Engage stakeholder support





2019 OTHER ENGAGEMENTS

BILLS SIGNED INTO LAW

- **Mattress EPR** AB 187 (C. Garcia)
- **Reusable containers** AB 619 (Chiu)
- **Carpet recycling** AB 729 (Chu)
- **Recycling/compost bins** AB 827 (McCarty)
- **Lodging care products** AB 1162 (Kalra)
- **Hazardous waste** SB 726 (Caballero)

BUDGET

- **\$25M for CalRecycle** organic waste recycling program from GGRF

OTHER LEGISLATION

- **Organic waste** AB 144 (Aguiar-Curry)
- **Skip the Slip** AB 161 (Ting)
- **Illegal dumping** AB 215 (Mathis)
- **Green Business Program** AB 470 (Limón)
- **Minimum recycled content** AB 792 (Ting)
- **Right to repair** AB 1163 (Eggman)
- **Recycling** AB 1236 (Lackey)
- **Flushable products** AB 1672 (Bloom)
- **Single-use tobacco** SB 424 (Jackson)



UPCOMING ISSUES

- **Recycling Infrastructure Funding**
AB 1298 (Mullin), SB 667 (Hueso), & Recycling infrastructure tax
- **Plastics / Packaging**
AB 1080/SB 54, minimum content, bottle bill reform, & ballot initiative
- **Relationship Building**
Tours, staff briefings, coalition building



EEC
Environmental &
Energy Consulting

QUESTIONS?



SHOREWAY OPERATIONS AND CONTRACT MANAGEMENT



STAFF REPORT

To: SBWMA Board Members
From: Hilary Gans, Senior Contracts and Operations Manager
Date: November 21, 2019 Board of Directors Meeting
Subject: Organic-to-Energy Pilot Project Update

Recommendation:

This is an informational item and no Board action is required.

Summary

On November 15, 2018 the SBWMA Board approved a contract with Anaergia for the manufacture and installation of Organics-to-Energy (O2E) Pilot project equipment. This project update report is intended to provide information to the Board on the project status and timing on project startup.

O2E Pilot Project Status Update:

1. Equipment Installation Milestone Dates:

- **May 2018:** OREX transferred from Recology SF to Shoreway.
- **July 2019:** City of San Carlos Building Department design approval.
- **September 2019:** Power-feed installation from existing transformer
- **November 2019:** Shredder and OREX installation complete
- **Nov.-Jan. 2020:** Polishing System Installation
- **February 2020:** System Commissioning (live operations)
- **March 2020:** System training and normal operations

2. Current Status of Equipment Installation:

- Installation is 60% complete (three-of-four major pieces of equipment have been installed).
- Electrical connection is complete (the power feed from the transformer to the Anaergia panels have been installed and equipment has energized).
- Storage tanks for slurry are installed (piping between the tanks and the load-out has started).

3. Silicon Valley Clean Water (SVCW):

- SVCW has installed all necessary equipment to receive 25-40% of the O2E Pilot tonnage.
- SVCW has initiated an Impact Analysis (\$250K study with CDM Engineering) to assess additional plant improvements required to increase to the Full-Scale O2E project. SVCW is also assessing its permit status needed to handle increased O2E material volumes in the future.

Biogas Utilization analysis will start in January to determine the best financial uses for BioCNG that would be generated from the AD process.

4. Other Wastewater Treatment Plant (WWTP) Supply/Feedstock Status:

- **East Bay Municipal Utility District (EBMUD)** – MOU signed in 2017, multiple senior-level meetings, working on a supply agreement, meeting/tour of Shoreway scheduled for December 18th.
- **Central Marin Sanitary (CMS)** – SBWMA visited CMS in July, interested in receiving materials, working on a supply agreement.
- **South San Francisco WWTP** – Toured Shoreway in August, interested in receiving materials, group tour of Shoreway scheduled for November 20th.
- **Sunnyvale WWTP** – discussion on feedstock agreement held on November 9th. Working on a joint grant submission to CalRecycle to fund organics processing infrastructure at WWTP.

PHOTOS OF O2E PILOT INSTALL



System in-feed / shredder and conveyors

Slurry storage tanks and loadout piping



STAFF REPORT

To: SBWMA Board Members
From: Hilary Gans, Senior Contracts and Operations Manager
Date: November 21, 2019 Board of Directors Meeting
Subject: Resolution Approving Change Order #2 in the Amount of \$121,496.39 and Allocating an Additional \$103,504 for Future Change Orders on the Amended Public Project Agreement for Organics Extrusion Recovery System Purchase and Installation at Shoreway Environmental Center with Anaergia Technologies, LLC

Recommendation:

Staff recommends that the Board of Directors approve Resolution 2019-55 Approving Change Order #2 to the Amended Public Project Agreement for Organics Extrusion Recovery System Purchase and Installation at Shoreway Environmental Center with Anaergia Technologies, LLC and allocating an additional \$103,504 for future change orders.

Analysis

SBWMA and Anaergia Technologies, LLC entered into a contract on November 15, 2018 for an Organics Extrusion Recovery System Purchase and Installation at Shoreway Environmental Center with an amount not to exceed \$2,250,000. The contract was amended on February 11, 2019, reducing the total contract price to \$1,950,000. In May 2019, a First Addendum was approved which did not affect the amount of the contract. Finally, on September 26, 2019, the Board approved contract Change Order #1 in the amount of \$300,000 for electrical work associated with this project.

Staff is now requesting approval of Change Order #2 in the amount of \$121,496.39. This change order addresses expenditures for the following four (4) items:

- \$20K in slurry load out design and concrete work for relocating the load location for tractor trailers;
- \$30K equipment service platform that was omitted from the original design but was determined to be needed due to equipment limitations at the transfer station.
- \$60K in tanks and piping that was the result of San Carlos Building Department structural review and concerns over the soft soil at Shoreway.
- \$11K conveyor and structural modifications to loadout. (See Attachment D.)

Staff anticipates that additional change orders will be needed during the life of this project. Given the infrequency of the Board's meetings, staff is requesting that the Board also approve additional funding in the amount of \$103,504 for this project.

Fiscal Impact

By adopting the attached resolution, the Board would authorize the expenditure of an additional \$225,000 (i.e., \$121,496.39 for Change Order #2 and \$103,504 in funds to be applied to future change orders anticipated prior to final close out of the Organics-to-Energy Pilot Project contract with Anaergia), bringing the currently authorized total project costs to \$2,475,000.

Due to grant funds received or promised to this project, the project's funding balance remains in excess of the project spending to date, including the proposed amendment.

Attachments:

Resolution 2019-55

Attachment A - Contract dated February 11, 2019

Attachment B - Resolution 2019-50 Approving Change Order #1

Attachment C - Worksheet for contract Change Order #2 in the amount of \$121,496.39



RESOLUTION NO. 2019-55

RESOLUTION OF THE SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY BOARD OF DIRECTORS APPROVING CHANGE ORDER #2 IN THE AMOUNT OF \$121,496.39 AND ALLOCATING AN ADDITIONAL \$103,504 FOR FUTURE CHANGE ORDERS ON THE AMENDED PUBLIC PROJECT AGREEMENT FOR ORGANICS EXTRUSION RECOVERY SYSTEM PURCHASE AND INSTALLATION AT SHOREWAY ENVIRONMENTAL CENTER WITH ANAERGIA TECHNOLOGIES, LLC

WHEREAS, South Bayside Waste Management Authority (SBWMA) is completing the construction of the Organics-to-Energy pilot through the Amended Public Project Agreement for Organics Extrusion Recovery System Purchase and Installation at Shoreway Environmental Center (“Agreement”) with Anaergia Technologies, LLC;

WHEREAS, on September 26, 2019, the Board approved Change Order #1 to the Agreement;

WHEREAS, staff now requests approval of Change Order #2 in the amount of \$121,496.39;

WHEREAS, the project is only 60% complete and staff anticipates that further change orders may be required during the life of this project, staff seeks the allocation of an additional \$103,504 to be used to fund those change orders; and

WHEREAS, THE Board has reviewed this request and finds that the additional funding will allow for the project to progress in a timely manner between the Board’s meetings.

NOW THEREFORE BE IT RESOLVED, the SBWMA Board hereby authorizes a Resolution Approving Change Order #2 in the Amount of \$121,496.39 and Allocating an Additional \$103,504 for Future Change Orders on the Amended Public Project Agreement for Organics Extrusion Recovery System Purchase and Installation at Shoreway Environmental Center with Anaergia Technologies, LLC.

PASSED AND ADOPTED by the Board of Directors of the South Bayside Waste Management Authority, County of San Mateo, State of California on the 21st of November 2019, 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 District | | | | |

I HEREBY CERTIFY that the foregoing Resolution No. 2019-55 was duly and regularly adopted at a regular meeting of the South Bayside Waste Management Authority on November 21, 2019.

ATTEST:

Jess E. (Jay) Benton, Chairperson of SBWMA

Cyndi Urman, Clerk of the Board

AMENDED PUBLIC PROJECT AGREEMENT
FOR
ORGANICS EXTRUSION RECOVERY SYSTEM PURCHASE AND INSTALLATION AT
SHOREWAY ENVIRONMENTAL CENTER

This Amended Agreement is made and entered into as of the eleventh day of February, 2019 by and between the South Bayside Waste Management Authority ("SBWMA"), dba Rethink Waste hereinafter called "AUTHORITY" and Anaergia Technologies, LLC, hereinafter called "CONTRACTOR".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. On November 15, 2018, the Board authorized staff to enter into a contract with CONTRACTOR for an Organics Extrusion Recovery System Purchase and Installation at the Shoreway Environmental Center in an amount not to exceed Two Million Two Hundred Fifty Dollars and No Cents (\$2,250,00.00)
- B. A contract for this purchase and installation dated December 5, 2018 was fully executed by CONTRACTOR and AUTHORITY on December 14, 2018.
- C. Through an administrative error, the not to exceed amount in the contract executed on December 14, 2018 is incorrect and exceeds the total amount approved by the AUTHORITY's Board for this contract.
- D. CONTRACTOR and AUTHORITY now wish to correct this administrative error by executing this Amended Public Project Agreement for Organics Extrusion Recovery System Purchase and Installation at Shoreway Environmental Center.
- E. CONTRACTOR and AUTHORITY understand that the work contemplated under this Amended Agreement involves the relocation of equipment previously installed at a different location, which is currently owned by Recology Inc. ("Recology"), and whose costs were reimbursed by grant funds issued to Recology by California Department of Resources Recycling and Recovery ("CalRecycle") under a grant agreement ("Grant").
- F. CONTRACTOR AND AUTHORITY further understand that the Grant must be amended by Recology and CalRecycle to allow for the work contemplated under this Amended Agreement prior to work commencing, and therefore this Amended Agreement is contingent Recology and CalRecycle executing on such an amendment to the Grant.
- G. The Grant, which expires March 31, 2019, includes an unexpended balance of \$1.2 million in funds which may be used to reimburse Recology for the purchase and installation of a Dynamic Cyclone and Hydrocyclone to be used in conjunction with the previously installed equipment.

- H. This Amended Agreement contemplates the purchase and installation of the Dynamic Cyclone and Hydrocyclone, which is also contingent on an amendment to the Grant to allow such installation at AUTHORITY's site and to make such work eligible for reimbursement through the unexpended Grant funds.
- I. To access the Grant funds, the CONTRACTOR and AUTHORITY understand that CONTRACTOR will invoice Recology for the costs of the purchase and work associated with the installation of the Dynamic Cyclone and Hydrocyclone, and that those costs are included herein for informational purposes.
- J. Based upon these Recitals, the CONTRACTOR and AUTHORITY agree that the contract dated December 5, 2018 is hereby superseded in all regards by this Amended Agreement and the AUTHORITY hereby elects to engage the services of CONTRACTOR upon the terms and conditions as hereinafter set forth.

TERMS

1. Services. The services to be performed by CONTRACTOR under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit A is hereby made an obligation of CONTRACTOR under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

2. Term; Termination. The term of this Agreement shall commence upon the date, as confirmed by both parties hereto, that CalRecycle approves, through an amendment to the Grant or otherwise, the installation of the systems contemplated hereunder at AUTHORITY's site and reimbursement funding for installation of the Dynamic Cyclone and Hydrocyclone at the AUTHORITY's site (the "CalRecycle Funding"), and shall expire upon completion of performance of services hereunder by CONTRACTOR. Nothing herein contained shall be deemed a limitation upon the right of AUTHORITY to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to AUTHORITY hereunder. However, the parties understand and agree that the commencement of the term of this Agreement, together with the respective performance of the parties hereunder, is contingent on the availability of CalRecycle Funding to the AUTHORITY for the services contemplated under this Agreement. In the event CalRecycle does not authorize the CalRecycle Funding for use at AUTHORITY's site by March 31, 2019, either party may terminate this Agreement upon notice to the other, without liability of each party to the other and without any continuing or surviving obligation of the parties to perform or have performed under this Agreement.

3. Compensation; Expenses; Payment. AUTHORITY shall compensate CONTRACTOR for all services performed by CONTRACTOR hereunder pursuant to the schedule marked Exhibit B hereof, attached hereto and by this reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum of One Million Nine Hundred and Fifty Thousand Dollars and No Cents (\$1,950,000.00) (exclusive of the Disk Screen Option) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by AUTHORITY's Manager (for contracts less than \$50,000) or AUTHORITY's Board (for contracts \$50,000 or more) evidenced by motion duly made and carried.

Compensation and reimbursement of costs and expenses hereunder shall be payable per the payment schedule in Exhibit B therefor by CONTRACTOR to AUTHORITY, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.

4. Additional Services. In the event AUTHORITY desires the performance of additional services not otherwise included within the services described in Exhibit A, such services shall be authorized in advance of the performance thereof by AUTHORITY's Manager (for contracts less than \$50,000) or AUTHORITY's Board (for contracts \$50,000 or more) by motion duly made and carried. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
5. Records. CONTRACTOR shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONTRACTOR hereunder. Said records shall be available to AUTHORITY for review and copying during regular business hours at CONTRACTOR's place of business or as otherwise agreed upon by the parties.
6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
7. Reliance on Professional Skill of CONTRACTOR. CONTRACTOR represents that it has the necessary professional skills to perform the services required and the AUTHORITY shall rely on such skills of the CONTRACTOR to do and perform the work. In performing services hereunder CONTRACTOR shall adhere to the standards generally

prevailing for the performance of services similar to those to be performed by CONTRACTOR hereunder for the same type of project, at the same time and place under similar circumstances and conditions.

8. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation and delivery to AUTHORITY, become the property of AUTHORITY. Contractor is not responsible for changes made in such deliverables by anyone other than CONTRACTOR or anyone else for whom CONTRACTOR is responsible, or for the use of such deliverables by the AUTHORITY or others for other than the intended use.
9. Relationship of Parties. It is understood that the relationship of CONTRACTOR to the AUTHORITY is that of an independent contractor and all persons working for or under the direction of CONTRACTOR are its agents or employees and not agents or employees of the AUTHORITY.
10. Schedule. CONTRACTOR shall adhere to the schedule set forth in Exhibit A; provided, that AUTHORITY shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONTRACTOR's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONTRACTOR's officers or employees.

CONTRACTOR acknowledges the importance to AUTHORITY of AUTHORITY's Project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

11. Indemnity. To the fullest extent allowed by law, CONTRACTOR hereby agrees to defend, indemnify, and save harmless AUTHORITY, its boards, officers, employees, and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by AUTHORITY, its, boards, officers, employees, or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of CONTRACTOR, its officers, employees, subcontractors, or agents in the performance of any services or work pursuant to this Agreement.

AUTHORITY shall defend, indemnify, and save harmless CONTRACTOR, its officers, employees, agents and affiliates in like manner in connection with liability, loss, damage expense, and cost arising from the active negligence of the AUTHORITY.

The duty of CONTRACTOR to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall

be construed to require CONTRACTOR to indemnify AUTHORITY, its boards, officers, employees, and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

CONTRACTOR's and the AUTHORITY's respective responsibilities for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

12. Insurance. CONTRACTOR shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, and owned and non-owned and hired automobile liability insurance coverage relating to CONTRACTOR's services to be performed hereunder covering AUTHORITY's risks in form subject to the approval of the AUTHORITY Attorney and/or AUTHORITY's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

| <u>Insurance Category</u> | <u>Minimum Limits</u> |
|---------------------------------|--|
| Workers' Compensation | statutory minimum |
| All-Risk Course of Construction | Value of the completed work under this Agreement |
| Commercial General Liability | \$5,000,000 per occurrence and \$5,000,000 aggregate for bodily injury, personal injury and property damage |
| Automobile Liability | \$2,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to CONTRACTOR's vehicle usage in performing services hereunder) |

CONTRACTOR agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by CONTRACTOR shall agree to be bound to CONTRACTOR and AUTHORITY in the same manner and to the same extent as CONTRACTOR is bound to AUTHORITY under this Agreement and its accompanying documents. Subcontractors shall further agree to include these same provisions with any sub-subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. CONTRACTOR shall require all subcontractors to provide a valid certificate of insurance and the required

endorsements included in the subcontract agreement and will provide proof of compliance to the AUTHORITY prior to commencement of any work by the subcontractor.

Concurrently with the execution of this Agreement, CONTRACTOR shall, on the Insurance Coverage form provided in Exhibit C or similar form, furnish AUTHORITY with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

- (a) Precluding cancellation or **reduction in per occurrence limits** before the expiration of thirty (30) days (10 days for nonpayment) after AUTHORITY shall have received written notification of cancellation in coverage or **reduction in per occurrence limits** by first class mail;
- (b) Naming the AUTHORITY, its officers, boards, employees, and agents, as additional insureds; and
- (c) Providing that CONTRACTOR's insurance coverage shall be primary insurance with respect to AUTHORITY, its officers, boards, employees, and agents, and any insurance or self-insurance maintained by AUTHORITY for itself, its officers, boards, employees, or agents shall be in excess of CONTRACTOR's insurance and not contributory with it. CONTRACTOR and its insurer may not seek contribution from AUTHORITY's insurance or self-insurance.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of AUTHORITY, to the extent required by this Agreement, before the AUTHORITY's insurance or self-insurance may be called upon to protect AUTHORITY as a named Insured.

All self-insured retentions (SIR) must be reasonably acceptable to AUTHORITY and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named CONTRACTOR/Named Insured or AUTHORITY.

AUTHORITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Any and all Subcontractors shall agree to be bound to CONTRACTOR and AUTHORITY in the same manner and to the same extent as CONTRACTOR is bound to AUTHORITY under this Agreement. Subcontractors shall further agree to include the same requirements and

provisions of this Agreement, including the indemnity and insurance requirements, in any agreement with sub-subcontractors to the extent that they apply to the scope of the sub-subcontractor's work. A copy of the indemnity and insurance provisions of this Agreement shall be furnished to any subcontractor upon request.

CONTRACTOR shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of three (3) years following completion of this project or service. In the event CONTRACTOR fails to obtain or maintain completed operations coverage as required by this Agreement, the AUTHORITY at its sole discretion may purchase the coverage required and the cost will be paid by CONTRACTOR.

13. WORKERS' COMPENSATION. CONTRACTOR certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONTRACTOR certifies that it will comply with such provisions before commencing the performance of the work of this agreement.
14. PREVAILING WAGES. The services to be performed include public works within the meaning of Labor Code Sections 1720 through 1861, and CONTRACTOR must comply with state laws pertaining to prevailing wage and labor requirements, as more fully described in Exhibit E attached hereto and incorporated in this Agreement by reference.
15. NON-DISCRIMINATION. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the AUTHORITY setting forth the provisions of this non-discrimination clause.
16. Notice. All notices required by this Agreement shall be given to the AUTHORITY and CONTRACTOR in writing, by first class mail, postage prepaid, addressed as follows:

AUTHORITY: Rethink Waste
610 Elm Street, Suite 202
San Carlos, CA 94070

Attention: Hilary Gans
Senior Facilities and Contracts
Manager

CONTRACTOR: Anaergia Technologies, LLC
5780 Fleet Street, Suite 310
Carlsbad, CA 92008
760-436-8870

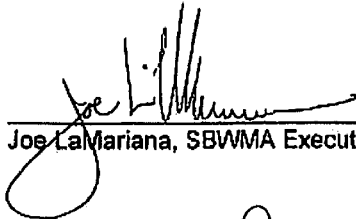
Attention: Yaniv Scherson
Managing Director
And
Hans Ouellet
Vice President

17. Non-Assignment. This Agreement is not assignable either in whole or in part absent consent of the non-assigning party, such consent not to be unreasonably withheld, conditioned or delayed.
18. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
19. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
20. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and expenses of litigation.
21. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.
22. Claims. Claims which CONTRACTOR wishes to assert against AUTHORITY shall be governed by the provisions of Exhibit F, attached hereto and by this reference incorporated herein.
23. Entire Agreement. This Agreement, including Exhibits A, B C, D, E, and F, comprises the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

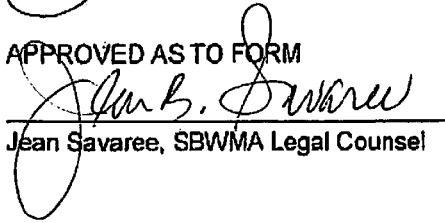
SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY

Dated: 2/12/19



Joe LaMariana, SBWMA Executive Director

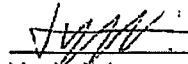
Dated: 2/12/19

APPROVED AS TO FORM


Jean Savaree, SBWMA Legal Counsel

CONTRACTOR

Dated: 2/11/19



Yaniv Scherson
Managing Director
Anaergia Technologies, LLC

EXHIBIT A

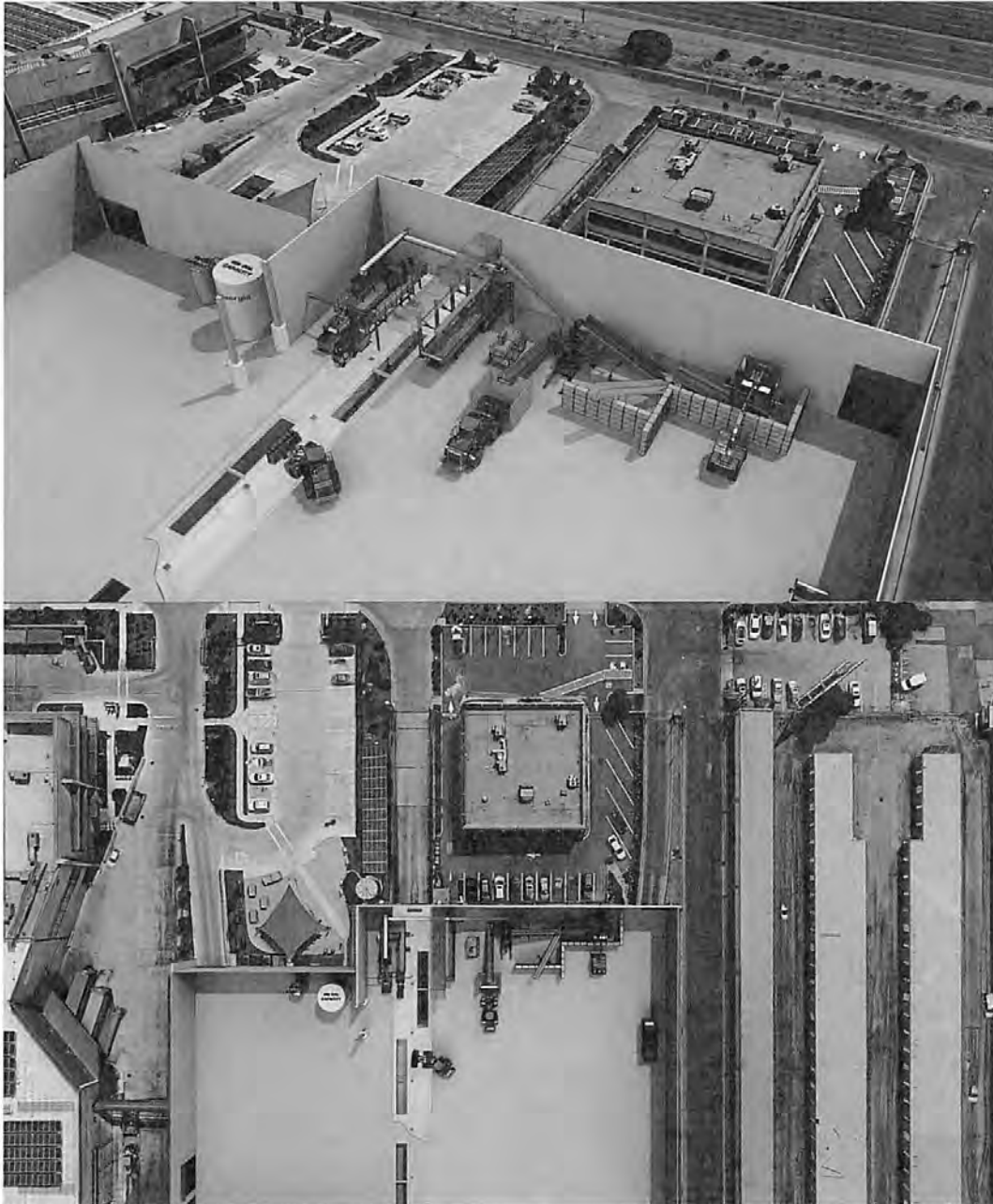
SCOPE OF WORK AND SCHEDULE
FOR

[Organics recycling from solid waste with Anaergia OREX and polishing at SBWMA]

SBWMA - Move of OREX 500 from Recology & Polishing System for SSO / MW
Processing

| Scope of Supply | Quantity |
|---|----------|
| Equipment | |
| Anaergia Bag Opener & Hopper | 1 |
| Anaergia OREX Press / Model 500 (used from Recology) | 1 |
| Conveyors - Rubber Belt (used from Recology) | Lot |
| Conveyors - Shaftless Screw (used from Recology) | Lot |
| Dynamic Cyclone (plastic film removal) | 1 |
| Hydrocyclone (girt removal) | 1 |
| Organics Slurry and Dilution Water Storage Tanks | 1 |
| Optional Add On Equipment | |
| Disk Screen | 1 |
| Steel Package | |
| Bag Opener Service Walkway | 0 |
| OREX Press Service Walkway System | 0 |
| Piping for Organics Slurry and Dilution Water | Lot |
| Conveyor Belt & Screw Conveyors Supports | Lot |
| Transition Chutes between all supplied Anaergia Machinery | Lot |
| Others for Anaergia Wet Line | |
| Installation (Mechanical & Electrical) | 1 |
| Inspection (Mechanical Installation, Welding, Anchoring & Others) | 0 |
| Start-up and Commissioning | 1 |
| Freight and Loading | Lot |
| Engineering | 1 |
| California PE calculations, drawings & stamping | 1 |
| Project management | 1 |
| Mechanical Installation & Electrical Wiring Permits | 0 |
| OREX Hydraulic Oil for OREX 500 | 0 |

GENERAL SYSTEM LAYOUT
(For illustration purposes only; See Scope of Supply for actual elements)





PRELIMINARY PROJECT SCHEDULE

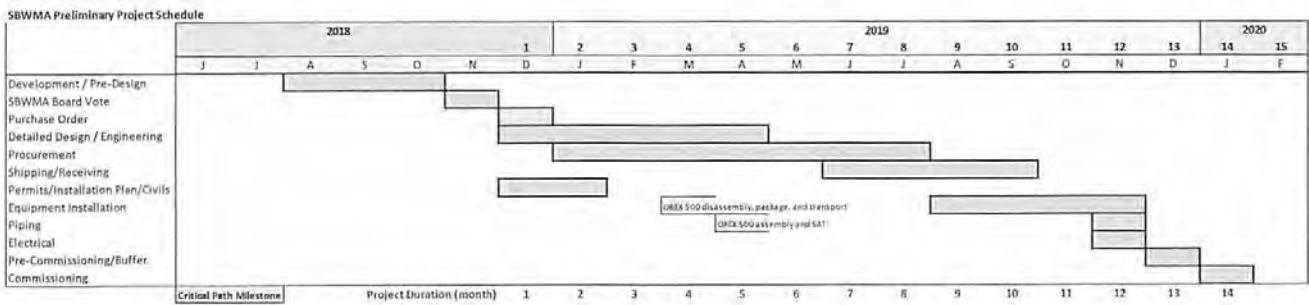


EXHIBIT B

CONTRACTOR'S FEE SCHEDULE

SBWMA PAYMENT SCHEDULE

| Number | Description | Amount |
|---------------|--|--------------------|
| 1 | NTP, Detailed Engineering Fabrication (Mach& Steel) Fabrication Manufacturing of Machinery, Steel Package & Controls | \$292,500 |
| 2 | 4 months after NTP of Fabrication / Manufacturing of Machinery, Steel Package & Controls | \$682,500 |
| 3 | Commencement of Shipping to Job site San Carlos, CA | \$292,500 |
| 4 | Completion of Mechanical Installation and Electrical Field Wiring | \$292,500 |
| 5 | Completion of commissioning ("Substantial Completion") | \$292,500 |
| 6 | Completion of Acceptance Test (per Exhibit G) | \$97,500 |
| | Total | \$1,950,000 |

EXCLUSIONS

1. Civil work including all engineering, architectural, structural, electrical and others (anything related to building construction)
2. Drainage trench and sump pump design & supply
3. Power to building including switchgear to dispatch power to each electrical cabinets/panels.¹
4. Power supply to all new electrical cabinets/panels (ex: Bag Opener, OREX, Dynamic Cyclone, Hydrocyclone)
5. Fire protection / sprinklers underneath the machinery (building will also need one so above the machinery)
6. Spare parts for any machinery
7. Local tax and CA state tax
8. Any mechanical and electrical permits
9. Demolition work associated with existing building
10. Extended Warranty
11. Letter of credit or bank guarantee
12. Air compressor for maintenance tool and clean up
13. Water for wash down / clean up
14. Air extraction system (filtration) & bio-filter & dust control system
15. Any mobile equipment from front end loader, skid steer, grapple crane, forklift, scissor lift, man-lift, crane, roll of truck, bin, roll of container and others
16. Climate Controlled Cabin / Enclosure for HPU of OREX 500 (ex: dust or noise)
17. Other items by SBWMA associated with facility operation (ex: fire extinguisher)

¹Preliminary electrical design estimated system full load amps to equal 1,350 amps. Project budgets \$300,000 as allowance for electrical infrastructure in SBWMA scope to provide feeders to Anaergia system provided panels. Detailed and optimized electrical design will be completed to determine final full load amps for system and will be provided to SBWMA to determine cost for SBWMA to provide electrical feeders and associated infrastructure to Anaergia supplied OREX System.

**ADDITIONAL PROJECT WORK TO BE PAID BY RECOLOGY FOR CALRECYCLE
REIMBURSEMENT**

| Description | Amount |
|--|--------------------|
| Dynamic Cyclone (plastic film removal) | \$635,000 |
| Hydrocyclone (girt removal) | \$565,000 |
| Total | \$1,200,000 |

EXHIBIT C

INSURANCE FORMS

CONTRACTOR shall provide, in addition to the Certificates of Insurance, original Endorsement affecting the coverages specified in Section 12 - INSURANCE of the Agreement on the attached form. No substitute form will be accepted.

ATTACHED

1. Insurance Coverage Form



CERTIFICATE OF LIABILITY INSURANCE

UTSBIOE-02

ROYA

DATE (MM/DD/YYYY)
11/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|------------------------------|-----------------------|
| PRODUCER Automatic Data Processing Insurance Agency, Inc 1 ADP Boulevard Roseland, NJ 07068 | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| E-MAIL ADDRESS: | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A : Liberty Mutual Insurance Co. | | |
| INSURER B : | | |
| INSURER C : | | |
| INSURER D : | | |
| INSURER E : | | |
| INSURER F : | | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDITIONAL SUBRS | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|------------------|---------------|-------------------------|-------------------------|---|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per occurr) \$ PROPERTY DAMAGE (Per person) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N Y | XWS58147269 | 9/14/2018 | 9/14/2019 | WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

| | |
|--|--|
| CERTIFICATE HOLDER South Bayside Waste Management Authority 610 Elm Street, Ste. 202 San Carlos, CA 94070- | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|--|

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ACORD 25 (2010/05)

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16A

| CERTIFICATE OF INSURANCE | | | | | ISSUE DATE (MM/DD/YY) 12/04/2018 | | | | | | | | | | | | | | | | | |
|---|---------------------------------------|-----------------|---|--|---|--|--|----|-------------------|---------------------------------------|------------------------------|-----------|----------------------------|----|------------------------------|----|--------------------------|----|----------------------|----|------------------|----|
| BROKER  HUB HUB International HKMB Limited 595 Bay Street, Ste 900 Toronto, ON M5G 2E3 PHONE: 416-597-0008 FAX: 416-597-2313 | | | This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below. | | | | <table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>Company A</td><td>XL Catlin Specialty Insurance Company</td></tr> <tr><td>Company B</td><td></td></tr> <tr><td>Company C</td><td></td></tr> <tr><td>Company D</td><td></td></tr> <tr><td>Company E</td><td></td></tr> </table> | | Company A | XL Catlin Specialty Insurance Company | Company B | | Company C | | Company D | | Company E | | | | | |
| Company A | XL Catlin Specialty Insurance Company | | | | | | | | | | | | | | | | | | | | | |
| Company B | | | | | | | | | | | | | | | | | | | | | | |
| Company C | | | | | | | | | | | | | | | | | | | | | | |
| Company D | | | | | | | | | | | | | | | | | | | | | | |
| Company E | | | | | | | | | | | | | | | | | | | | | | |
| INSURED'S FULL NAME AND MAILING ADDRESS Anaergia Technologies, LLC 5780 Fleet Street, Suite 310 Carlsbad, CA 92008 | | | | | | | | | | | | | | | | | | | | | | |
| COVERAGES | | | | | | | | | | | | | | | | | | | | | | |
| This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims. | | | | | | | | | | | | | | | | | | | | | | |
| TYPE OF INSURANCE | CO LTR | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise) | | | | | | | | | | | | | | | | | |
| COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> PRODUCTS AND/OR COMPLETED OPERATIONS <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EMPLOYER'S LIABILITY <input type="checkbox"/> TENANT'S LEGAL LIABILITY <input type="checkbox"/> NON-OWNED AUTOMOBILE <input type="checkbox"/> HIRED AUTOMOBILE | | | | | <table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$</td></tr> <tr><td>PRODUCTS - COMP/OP AGGREGATE</td><td>\$</td></tr> <tr><td>PERSONAL INJURY</td><td>\$</td></tr> <tr><td>EMPLOYER'S LIABILITY</td><td>\$</td></tr> <tr><td>TENANT'S LEGAL LIABILITY</td><td>\$</td></tr> <tr><td>NON-OWNED AUTOMOBILE</td><td>\$</td></tr> <tr><td>HIRED AUTOMOBILE</td><td>\$</td></tr> </table> | | EACH OCCURRENCE | \$ | GENERAL AGGREGATE | \$ | PRODUCTS - COMP/OP AGGREGATE | \$ | PERSONAL INJURY | \$ | EMPLOYER'S LIABILITY | \$ | TENANT'S LEGAL LIABILITY | \$ | NON-OWNED AUTOMOBILE | \$ | HIRED AUTOMOBILE | \$ |
| EACH OCCURRENCE | \$ | | | | | | | | | | | | | | | | | | | | | |
| GENERAL AGGREGATE | \$ | | | | | | | | | | | | | | | | | | | | | |
| PRODUCTS - COMP/OP AGGREGATE | \$ | | | | | | | | | | | | | | | | | | | | | |
| PERSONAL INJURY | \$ | | | | | | | | | | | | | | | | | | | | | |
| EMPLOYER'S LIABILITY | \$ | | | | | | | | | | | | | | | | | | | | | |
| TENANT'S LEGAL LIABILITY | \$ | | | | | | | | | | | | | | | | | | | | | |
| NON-OWNED AUTOMOBILE | \$ | | | | | | | | | | | | | | | | | | | | | |
| HIRED AUTOMOBILE | \$ | | | | | | | | | | | | | | | | | | | | | |
| AUTOMOBILE LIABILITY <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES ** <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> | | | | | <table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>BODILY INJURY</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE</td><td>\$</td></tr> <tr><td>COMBINED</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE</td><td>\$</td></tr> </table> | | BODILY INJURY | \$ | PROPERTY DAMAGE | \$ | COMBINED | \$ | BODILY INJURY (Per person) | \$ | BODILY INJURY (Per accident) | \$ | PROPERTY DAMAGE | \$ | | | | |
| BODILY INJURY | \$ | | | | | | | | | | | | | | | | | | | | | |
| PROPERTY DAMAGE | \$ | | | | | | | | | | | | | | | | | | | | | |
| COMBINED | \$ | | | | | | | | | | | | | | | | | | | | | |
| BODILY INJURY (Per person) | \$ | | | | | | | | | | | | | | | | | | | | | |
| BODILY INJURY (Per accident) | \$ | | | | | | | | | | | | | | | | | | | | | |
| PROPERTY DAMAGE | \$ | | | | | | | | | | | | | | | | | | | | | |
| <small>**ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE</small> | | | | | | | | | | | | | | | | | | | | | | |
| EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM | A | CA00008388L118A | 06/30/2018 | 06/30/2019 | <table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$</td><td>1,000,000</td></tr> <tr><td>AGGREGATE</td><td>\$</td><td>1,000,000</td></tr> </table> | | EACH OCCURRENCE | \$ | 1,000,000 | AGGREGATE | \$ | 1,000,000 | | | | | | | | | | |
| EACH OCCURRENCE | \$ | 1,000,000 | | | | | | | | | | | | | | | | | | | | |
| AGGREGATE | \$ | 1,000,000 | | | | | | | | | | | | | | | | | | | | |
| OTHER (SPECIFY) | | | | | <table border="1" style="width:100%; border-collapse: collapse;"> <tr><td></td><td>\$</td><td></td></tr> <tr><td></td><td>\$</td><td></td></tr> <tr><td></td><td>\$</td><td></td></tr> <tr><td></td><td>\$</td><td></td></tr> <tr><td></td><td>\$</td><td></td></tr> </table> | | | \$ | | | \$ | | | \$ | | | \$ | | | \$ | | |
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| | \$ | | | | | | | | | | | | | | | | | | | | | |
| DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS/ ADDITIONAL INSURED The Excess Limit applies to Non-Owned Auto | | | | | | | | | | | | | | | | | | | | | | |
| CERTIFICATE HOLDER | | | | CANCELLATION | | | | | | | | | | | | | | | | | | |
| South Bayside Waste Management Authority 610 Elm Street, Suite 202 San Carlos, CA 94070 | | | | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOUR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE  Per: _____ <small>Page 1 of 1</small> | | | | | | | | | | | | | | | | | | |

EXHIBIT D

This **INSURANCE COVERAGE FORM** modifies or documents insurance provided under the following:

Named Insured: _____ Effective Work Date(s): _____

Description of Work/Locations/Vehicles: _____

ADDITIONAL INSURED: **South Bayside Waste Management Authority**
610 Elm Street, Suite 202, San Carlos, CA 94070
Attention: _____

Contract Administrator

| Endorsement and Certificates of Insurance Required The Additional Insured, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (Check all that apply) | Insurer | Policy No. |
|---|----------------|-------------------|
| <input type="checkbox"/> General Liability: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) premises owned, leased occupied or used by the Named Insured, and/or (d) permits issued for operations performed by the Named Insured. (Note: MEETS OR EXCEEDS ISO Form # CG 20 10 11 85) | | |
| <input type="checkbox"/> Auto Liability: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the Additional Insured, its elected or appointed officers, officials, employees or volunteers. | | |
| <input type="checkbox"/> Other: | | |
| Certificates of Insurance Required (no endorsement needed) (Check all that apply) | Insurer | Policy No. |
| <input type="checkbox"/> Workers Compensation: work performed by employees of the Named Insured while those employees are engaged in work under the simultaneous directions and control of the Named Insured and the Additional Insured. | | |
| <input type="checkbox"/> Professional Liability: | | |

PRIMARY/NON-CONTRIBUTORY: This insurance is primary and is not additional to or contributing with any other insurance carried by or for the benefit of Additional Insureds.

SEVERABILITY OF INTEREST: The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limit of liability.

PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS: Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Additional insured, its elected or appointed officers, officials, employees, or volunteers.

CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice (ten (10) days if canceled due to non-payment) by regular mail return receipt requested has been given to the Additional Insured. Such notice shall be addressed as shown above.

WAIVER OF SUBROGATION: The insurer(s) named above agree to waive all rights of subrogation against the AUTHORITY, its elected or appointed officers, officials, agents, volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the AUTHORITY.

Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.

SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ (print/type name), warrant that I have authority to bind the above-named insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)

ORGANIZATION: _____ **TITLE:** _____

ADDRESS: _____

TELEPHONE: () _____ **DATE ISSUED:** _____

EXHIBIT E

LABOR CODE REQUIREMENTS FOR PUBLIC WORKS PROJECTS

1. **Public Works Project/ Prevailing Wage.** The work to be performed under this Agreement is for "Public Works" within the meaning of Labor Code Sections 1720 to 1861. CONTRACTOR must therefore comply with state prevailing wage and labor law (California Labor Code Sections 1720 to 1780, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000) for work performed under this Agreement. CONTRACTOR's obligations under prevailing wage and labor compliance laws include, among other things, to: pay at least the applicable prevailing wage and travel and subsistence payments for public works activities performed under this Agreement; comply with overtime and working hour requirements; comply with apprenticeship obligations; comply with payroll recordkeeping requirements; and comply with other obligations as required by law. Copies of the applicable prevailing wage rates are on file with the AUTHORITY's Project Manager, and shall be made available to any interested party upon request. CONTRACTOR shall ensure that the above requirements are included in all its contracts and any lower tier subcontracts for activities for the Project.
2. **Registration with Department of Industrial Relations.** This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR must be registered with the Department of Industrial Relations under Labor Code section 1725.5 when bidding and throughout performance of this agreement.
3. **Wage Rates.**
 - 3(A). It shall be mandatory upon CONTRACTOR and upon any subcontractor to pay not less than the specified rates to all laborers, workers, and mechanics employed in the execution of the Contract. It is further expressly stipulated that CONTRACTOR shall, as a penalty to AUTHORITY, forfeit two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic paid less than the stipulated prevailing rates for any work done under this Agreement by CONTRACTOR or by any subcontractor; and CONTRACTOR agrees to comply with all provisions of Section 1775 of the Labor Code.
 - 3(B). The AUTHORITY will not recognize any claim for additional compensation because of the payment by the CONTRACTOR of any wage rate in excess of the prevailing wage rate set forth in the Agreement. The possibility of wage increases is one of the elements to be considered by the CONTRACTOR in determining its bid, and will not under any circumstances be considered as the basis of a claim against the AUTHORITY on the Agreement.
4. **Payroll Records.** The CONTRACTOR and each subcontractor must comply with Labor Code Section 1776 and all requirements of contractors stated therein for the maintenance, inspection and certification of payroll records. The CONTRACTOR and each subcontractor who fails to timely furnish payroll records or make the records available for inspection will forfeit to the AUTHORITY the penalty for non-compliance set forth in Labor Code Section 1776 for their respective failure.
5. **Discrimination.** The CONTRACTOR and each subcontractor must comply with the anti-discrimination requirements of Labor Code Section 1777.6.

EXHIBIT F

A. Required Provisions On Contract Claim Resolution

Any claim arising under this contract which the CONTRACTOR wishes to assert against the AUTHORITY shall be governed by California Public Contract Code Section 9204. Claims which do not exceed three hundred seventy-five thousand dollars (**\$375,000**) are also subject to the provisions of Article 1.5 of the California Public Contract Code (commencing with Section 20104). Pursuant to California Public Contracts Code Section 9204, claims shall be resolved as follows:

1.
 - (a) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
 - (b) The claimant shall furnish reasonable documentation to support the claim, pursuant to Document 00 7200 (General Conditions), Article 12.
 - (c) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
 - (d) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.
2.
 - (a) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.
 - (b) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.
 - (c) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
 - (d) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
 - (e) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

3. Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
4. Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
5. If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

B. Compliance With Americans With Disabilities Act

1. CONTRACTOR acknowledges that, pursuant to the Americans with Disabilities Act (**ADA**), programs, services and other activities provided by a public entity to the public, whether directly or through a Contractor, must be accessible to the disabled public. CONTRACTOR shall provide the services specified in the Contract Documents in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. CONTRACTOR agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under the Contract Documents and further agrees that any violation of this prohibition on the part of CONTRACTOR, its employees, agents or assigns shall constitute a material breach of the Contract Documents.

C. Compliance With IRCA

1. CONTRACTOR acknowledges that CONTRACTOR, and all subcontractors hired by CONTRACTOR to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act (**IRCA**). CONTRACTOR is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by CONTRACTOR to perform services under this Agreement are in compliance with the IRCA. In addition, CONTRACTOR agrees to indemnify, defend and hold harmless Owner, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that CONTRACTOR's employees, or employees of any subcontractor hired by CONTRACTOR, are not authorized to work in the United States for CONTRACTOR or its subcontractor and/or any other claims based upon alleged IRCA violations committed by CONTRACTOR or CONTRACTOR's subcontractors.

EXHIBIT G

PERFORMANCE PROTOCOL AND TESTING OF WORK FOR ACCEPTANCE TEST

Performance testing ("Performance Testing") as described in this Exhibit shall be conducted by Contractor for the purpose of verifying that the installed Work meets the requirements set forth in this Agreement, (including all Exhibits thereto) which include applicable industry standards and design objectives. The Performance Testing will begin at Substantial Completion and continue during the Performance Testing Period, or as required by this Agreement. If Contractor meets the Performance Testing criteria set forth in this Exhibit, within this Performance Testing Period, the Final Payment shall be issued. If any of the Performance Guarantees are not met by the end of the Performance Testing Period, Contractor shall have the right to make modifications at Contractor's expense and retest during the Cure Period until passing such Performance Test. If after the Cure Period the Performance Test is not passed, the Final Payment shall not be made. Owner has discretion to issue Final Payment if Performance Test is not passed.

Capitalized terms used herein shall have the meanings set forth below. It is the intent that all definitions are consistent between the Agreement and Exhibits. Note that further definitions of waste categories are provided for reference, below. If the definition of any term in this Exhibit conflicts with a definition in the Agreement, the definition in the Agreement shall apply to the Agreement and the other Exhibits, while the definition in this Exhibit shall apply only to this Exhibit.

DEFINITIONS. Capitalized terms used herein shall have the meanings set forth below.

"Acceptance Testing" or "Acceptance Test" means Performance Testing or Performance Test.

"Commissioning" means a process which will take place after the Equipment has been installed and is ready to be operated to find and repair faults and obtain any required permits or authorizations. Commissioning includes Dry and Wet Commissioning.

"Commissioning Start Date" means the date when Commissioning begins and occurs after Mechanical Installation.

"Compostable and Food-Soiled Paper" means items that are made mostly of paper that could be reasonably composted and may be soiled by Food Waste. Examples include pulp paper egg cartons, unused pulp paper plant pots, molded paper packing materials, paper berry trays, paper take-out food containers, dirty molded paper plates, waxed paper, napkins, tissue, paper towels, fast food wrappers, food-soiled paper and moisture-soiled paper.

"Dry Commissioning" means the Commissioning of the Equipment without processing MSW or SSO.

"Dry Fraction" means high solids fraction, which excludes Wet Fraction, separated by operation of the Press.

"Equipment" means the components of the Pre-Processing Line, the Press, and the Post-Processing Line, and all associated wiring, controls, systems, and parts installed at Owner's Facility and necessary for the processing of SSO.

"Final Acceptance" means the date on which Owner signs the Final Acceptance Certificate, including after the Acceptance Test Period has successfully completed, and the Final Punch List has been completed.

"Food Waste" means food material resulting from the processing, storage, preparation, cooking, handling, or consumption of food. Food Waste includes but is not limited to: meat, fish and dairy waste; fruit, vegetable and grain waste; cooking fats, oils and greases.

“Green Waste” means any vegetative matter, which may result from normal yard and landscaping maintenance. Green Waste includes palm, yucca, cactus, grass clippings, leaves, pruning, weeds, brush, holiday trees and other forms of horticultural waste. In general, for the purposes of this Exhibit, Green Waste excludes stumps, tree trunks, roots, and large tree branches.

“Acceptance Test” means the Qualified Test Events (“QTE”) on the Processing Line, or the Equipment components comprised thereof, during the Acceptance Test Period, used to determine if the Work meets Performance Guarantees according to procedures and protocols described in detail in this Exhibit.

“Acceptance Test Period” means the period of time during which the Acceptance Test will be performed and completed, lasting no longer than ninety (90) days or as required and occurring after the Optimization Period (if applicable) or after Substantial Completion, whichever is later.

“Installation” or “Installed” means the Work is ready for Dry Commissioning.

“Non-Putrescible Waste” means materials greater than 4 mm in size that are inorganics, and includes plastics, glass, metals, textiles, household hazardous waste, and non-digestible inert materials such as stone, concrete, bone, ceramics, brick, or asphalt and including other man-made or naturally occurring inorganic materials.

“Optimization Period” is an optional period not to exceed sixty (60) days or mutually agreed upon by the Parties, wherein the Equipment is prepared for the Acceptance Test.

“Performance Guarantees” means the specific requirements listed in this Exhibit to be successfully completed: (a) to determine the issuance of the Final Payment; and (b) in order for Owner to accept the Work.

“Press” means the OREX 500.

“Process” or “Processed” means (subjected to) a process to transform SSO and MSW into Polished Product or Wet Fraction.

“Pre-Processing Equipment” means the Equipment that is comprised of a feed hopper, bag opener, and associated conveyors used to Process SSO and MSW and create feedstock for the Press.

“Processing Line” means the full extent of Equipment installed and used to Process SSO and MSW, comprised of the Pre-Processing Equipment, the Press, and the Post-Processing Equipment.

“Polished Product” means the cake, semi-solid, or slurry material created from processing Wet Fraction through the Post-Processing Equipment to remove physical contaminants and to be beneficially used by anaerobic digestion or other means.

“Post-Processing Equipment” means the Equipment used to remove physical contaminants, including man-made inorganic materials, from the Wet Fraction and to create a cake or slurry product for composting, anaerobic digestion, or other beneficial uses. The Post-Processing Equipment includes a dynamic cyclone and hydrocyclone.

“Putrescible Waste” means Food Waste, Green Waste, and Compostable and Food-Soiled Paper. Putrescible Wastes are not Non-Putrescible Wastes. For any material less than < 4 mm in size that is difficult to easily identifiable the putrescible fraction shall be assumed to be equal to 30% (The product of 50% total solids and 60% total volatile solids assumed composition).

“Qualified Test Event” or (“QTE”) means a continuous, timed testing event of the Processing Line, or sub component thereof, for the purposes of confirming the Performance Guarantees are met, conducted in conformance with procedures and protocols, including in this Exhibit.

“Qualified Waste”, or “QW”, is having a bulk density of greater than 1,000 pounds per cubic yard (lbs/cy) and a moisture content of greater than 50%.

“Residue” means any material remaining or removed from the Process that will be disposed.

“Bag Opener” means the device used to reduce the maximum size of SSO or MSW material to approximately twelve inches (12”) or less.

“TMECC” means the Test Methods for the Examination of Compost and Composting, June 2002 edition, or as amended or updated.

“Ton” means 2,000 pounds, wet or actual weight; if they differ, actual weight shall be used.

“Trained Personnel” means Owner’s designated representatives trained by Contractor for the operation of the Equipment.

“Uptime” means operating hours in which the Processing Line, and each component thereof, is actually running, as measured by an hour meter, and processing the design throughput of SSO, MSW and/or UF and/or Wet Fraction. Uptime excludes downtime in which the Processing Line is not running caused by operator error, scheduled downtime (ex: lunch breaks, rest breaks, and other similar breaks), scheduled maintenance and servicing, and jams or faults caused by processing non-SSO or non-MSW material such as bulky waste, propane tanks, white goods, and other such items which are not meant to be Processed on the Processing Line. Uptime is contingent on the operator correctly following the Operation and Maintenance Manual.

“Wet Commissioning” means Commissioning the Equipment by processing MSW or SSO.

“Wet Fraction” means the organic material extruded and generated by processing Undersize Fraction through the Press.

A. Performance Guarantees for the Pre-Processing Equipment.

Subject to QW being available for the Acceptance Test, the Pre-Processing Equipment shall meet the following Performance Guarantees during the Performance Testing Period. Performance Guarantees will be measured as an average of all QTEs performed during the Performance Testing Period.

1. **Throughput:** Process a minimum of fifty (15) tons per hour of QW. This will be measured from the time the first material reaches the inclined belt to the last material reaching that same point. This will be observed at the tail section transition from the Bag Opener discharge conveyor.
2. **QTEs:** Successfully complete two (2) four (4) hour QTEs during the Acceptance Test Period.
3. **Uptime:** A minimum of 85% Uptime availability for Processing during normal Facility hours (1 shift per day operation) during a (3) day period after the Commissioning Start Date.

B. Performance Guarantees for the Press.

The Press is sold “as-is”, no performance guarantees are provided for the Press.

C. Performance Guarantees for Post-Processing Equipment.

The Post-Processing Equipment shall be able to meet the following minimum Performance Guarantees:

1. **Throughput:** Process a minimum of eleven (11) tons per hour of Wet Fraction, as conveyed directly from operation of the Press.
2. **Capture Rate of Putrescible Waste:** Recover as Polished Product a minimum of 85% of the Putrescible Waste in the Wet Fraction conveyed to the Post-Processing Equipment.
3. **Polished Product Quality:** Polished Product produced by the Post-Processing Equipment will contain less than 0.5% total physical inert contaminants (on a dry weight basis, with a size

greater than 4 mm) defined as glass, hard plastics, film plastics, and metals, as measured using TMECC Method 0306, modified for wet sieving.

4. **QTEs:** Successfully complete two (2) four (4) hour QTEs during the Acceptance Test Period.
5. **Uptime:** A minimum of 85% Uptime availability for Processing during normal Facility hours (1 shift per day operation) during a (3) day period after the Commissioning Start Date.

D. Performance Tests, General Conditions.

This section outlines the general conditions of the Performance Testing for the Pre-Processing, Press, and Post-Processing Equipment. The Performance Testing shall be scheduled jointly by Owner and Contractor at the Owner's Facility and at mutually agreeable dates and times.

1. Owner's and Contractor's representative(s) must be present during all QTEs, (while actually being run) and may be present for portions or all of the Performance Testing Period.
2. Owner's Trained Personnel will operate the Equipment during the Performance Testing Periods.
3. Owner and Contractor representatives may both be present for all Work at the Facility, including but not limited to Performance Testing and/or analyses to determine if the Equipment meets Performance Guarantees. Contractor and Owner may mutually agree to make reasonable changes to any Performance Tests so as to correct or address matters raised by the either Party. If agreed, modified procedures will be applied in the performance of future Performance Tests.
4. Owner shall provide an adequate quantity of QW to conduct Performance Tests. Owner shall provide, at its expense, Facility utilities necessary to conduct Performance Tests.
5. During the Performance Testing Period and after receipt of the Operation and Maintenance Manual and training, Owner must operate the Equipment in accordance with Contractor's operating procedures as outlined in Contractor's Operation and Maintenance Manual, and as trained by Contractor.

E. Press Acceptance Test Protocol.

This Acceptance Test Protocol is deemed to be mutually developed by the Parties, and may be further developed by mutual agreement.

F. Laboratory Requirements.

All testing will be conducted by third party, independent laboratories unless otherwise mutually agreed by the Parties. The Parties shall designate one or more laboratory(ies) for testing and mutually develop protocols and other technical requirements for sampling and testing. Pre-approved laboratories include Soil Control Laboratories of Watsonville, California and Midwest Laboratories of Omaha, Nebraska. Laboratory testing is at Owner's expense.

Acceptance Test Protocols:

This protocol describes the Acceptance Test methods to quantify the Performance Requirements in one QTE.

In these protocols, QW is processed by the by the Pre-Processing Equipment.

Performance Guarantees for the Pre-Processing Equipment.

Throughput: Throughput will be measured from the time the first material reaches the inclined belt to the last material reaching that same point. This will be observed at the tail section transition from the Bag Opener discharge conveyor.

| Step | Process | Notes |
|------|--|--|
| 1 | Feed Bag Opener a known weight of QW, with target weight of 20 tons, over a one hour period ensuring hopper is continuously surcharged. | W_{sample} |
| 2 | Measure the duration of the test equal to the time the first material reaches the inclined belt prior to the last material reaching that same point. | $T_{duration\ of\ test}$ |
| 4 | Calculate the line throughput. | $Throughput = \frac{W_{sample}}{T_{duration\ of\ test}}$ |

Bulk Density Determination

for Soil Amendments & Other Materials (compost, solid manures, biosolids, SSO, etc)

Materials

1. 5-gallon plastic buckets marked at the 4-gallon line
2. shovel
3. hand trowel
4. 100# scale

Method

1. Fill a 5-gallon plastic bucket with 4 gallons of water and mark the 4-gallon line around the inside and outside of the bucket with permanent marker (or buy a 5-gallon bucket with a 4-gallon line already marked on it)
2. Weigh the bucket; this is the tare weight
3. Collect a sample of the material to be measured either at the point at which it is loaded onto trucks or discharged from conveyors
4. Fill the bucket with approximately 4.5 gallons of the material
5. Drop the bucket onto the ground from a height of approximately 1 foot off the ground 5 times
6. If the material in the bucket drops below the 4 gallon line, add additional material to approximately 4.5 gallons, and repeat Step #5
7. Remove any residual more than 4 gallons (shave off excess material until exactly 4 gallons of material remains in the bucket)
8. Weigh the bucket holding the 4 gallons of material
9. Use the following to determine bulk density of the material

Example

| | | | |
|---------------------------------|--------------------|-------------|------------|
| tare (bucket) (#) | A | 2.5 lbs | Input |
| bucket and material (#) | B | 30.1 lbs | Input |
| weight of material | (A – B) = C | 27.6 lbs | Calculated |
| bulk density of material (#/cy) | C * | 1393 lbs/cy | Calculated |
| 50.48 | | | |

FINAL ACCEPTANCE CERTIFICATE

SIGNED UPON COMPLETION OF ACCEPTANCE TEST

Contractor hereby certifies that it has completed the Performance Test described below subject to any exceptions thereto described herein. Additional sheets described herein may be attached.

1. The following Performance Test was completed: _____

Date Completed: _____

2. Exceptions (Respects in which Contractor states the applicable Performance Guarantee(s) was (were) not met:

3. Exceptions (Respects in which Owner states the applicable Performance Guarantee(s) was (were) not met, and what Owner requires to rectify the failure. (If Owner concurs with Contractor, leave blank or write "None.")

CONTRACTOR:

Anaergia Technologies, LLC

By: _____

Name: _____

Title: _____

OWNER:

SOUTH BAYSIDE WASTE
MANAGEMENT AUTHORITY

By: _____

Name: _____

Title: _____



RESOLUTION NO. 2019-50

**RESOLUTION OF THE SOUTH BAYSIDE WASTE
MANAGEMENT AUTHORITY BOARD OF DIRECTORS
RESOLUTION APPROVING CHANGE ORDER #1 TO CONTRACT WITH ANAERGIA
FOR ELECTRICAL WORK ON ORGANICS-TO-ENERGY PILOT**

WHEREAS, the SBWMA contracted with Anaergia for the manufacture and installation of the Organic-to-Energy pilot equipment.

WHEREAS, the electrical power feed portion of the project was undefined at the time the Anaergia contract was signed and therefore included as a project allowance of \$300,000.

WHEREAS, Anaergia has agreed to complete the power feed scope of work for the originally budgeted allowance amount, and has agreed to include it within their current installation via a change order.


NOW, THEREFORE BE IT RESOLVED that the South Bayside Waste Management Authority hereby approves Resolution Approving Change Order #1 to Contract with Anaergia for Electrical Work on Organics to Energy Pilot.

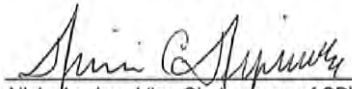
PASSED AND ADOPTED by the Board of Directors of the South Bayside Waste Management Authority, County of San Mateo, State of California on the 26th day of September, 2019, by the following vote:

| Agency | Yes | No | Abstain | Absent | Agency | Yes | No | Abstain | Absent |
|----------------|-----|----|---------|--------|------------------------|-----|----|---------|--------|
| Atherton | | | | 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 | | | |

I HEREBY CERTIFY that the foregoing Resolution No. 2019-50 was duly and regularly adopted at a regular meeting of the South Bayside Waste Management Authority on September 26, 2019.

ATTEST:


Cyndi Urman, Clerk of the Board


Alicia Aguirre, Vice Chairperson of SBWMA



CHANGE ORDER PRICING SHEET

CUSTOMER: SBWMA
 PROJECT: SBWMA - Organics Extrusion
 CHANGE REQUEST (CR) NUMBER: CO #2

DATE: 14-Aug-2019
 CURRENCY: US\$

DESCRIPTION: Addition of platform, expansion of rejects bell, modification to loadout, and modified tank area

| Anaergia Staff & External Engineering | Description | Hours | Hourly Rate | Total |
|---------------------------------------|--|-------|-------------|--------------------|
| Project Manager | Additional project management time for change orders, Design Review, contractor contracts and scheduling | 50.0 | \$150.00 | \$7,500.00 |
| Site Manager | Additional site management time for change orders | 80.0 | \$150.00 | \$12,000.00 |
| Commissioning Engineer | Additional commissioning time for change orders | 40.0 | \$125.00 | \$5,000.00 |
| | | 0.0 | \$0.00 | \$0.00 |
| | | 0.0 | \$0.00 | \$0.00 |
| TOTAL - ANAERGIA STAFF: | | | | \$24,500.00 |

| External Labor, Materials & Logistics | Description | Qty | Unit Price | Total |
|---|--|-----|-------------|--------------------|
| Anaergia | Bag Opener Service Platform | 1.0 | \$19,210.00 | \$19,210.00 |
| URMA | Additional structural design for bag opener protection wall, change to wet function tank area, and revised loadout screw | 1.0 | \$23,100.00 | \$23,100.00 |
| URMA | Structural design of new concrete pad | 1.0 | \$1,500.00 | \$1,500.00 |
| Additional Material Cost for increase to (3) Wet Fraction Tanks | Additional material includes additional mixers, mixer supports, valves and instruments. Reference attached breakdown | 0.5 | \$48,021.51 | \$24,010.76 |
| Richard Price Automation | Additional PLC cabinet costs associated with additional equipment and instruments for (3) wet fraction tanks | 0.5 | \$2,100.00 | \$1,050.00 |
| Anaergia | Estimation of existing reject belt conveyor including new belt | 1.0 | \$5,680.51 | \$5,680.51 |
| Loadout Support Structure Modification | Additional beams for new loadout support design | 1.0 | \$5,000.00 | \$5,000.00 |
| TOTAL - EXT LABOR, MATERIALS & LOGISTICS | | | | \$79,551.27 |

*Split cost with SBWMA
 *Split cost with SBWMA

| Installation | Description | Qty | Unit Price | Total |
|-----------------------------------|--|-----|------------|-------------------|
| Concrete pad | Form, installation of rebar, and pour new concrete pad | 1.0 | \$6,400.00 | \$6,400.00 |
| | | 0.0 | \$0.00 | \$0.00 |
| | | 0.0 | \$0.00 | \$0.00 |
| | | 0.0 | \$0.00 | \$0.00 |
| TOTAL - INSTALLATION LABOR | | | | \$6,400.00 |

APPROVED BY:
 Signature: _____
 Name: Hilary Gans
 Title: Senior Operations and Contracts Manager

| | |
|-------------------------------------|---------------------|
| SUB-TOTAL | \$110,451.27 |
| Overhead 0% (warranty, legal, etc.) | \$0.00 |
| Pricing Contingency 0% | \$0.00 |
| Margin (10%) | \$11,045.13 |
| GRAND TOTAL | \$121,496.39 |



STAFF REPORT

To: SBWMA Board Members
From: Joe LaMariana, Executive Director
Date: November 21, 2019 Board of Directors Meeting
Subject: Resolution Approving a Part-Time, Exempt, Non-Benefitted (unless mandated by law), 5-Year Limited-Term Position of Senior Facility Projects Engineer (unbudgeted)

Recommendation:

Staff recommends that the Board of Directors approve the resolution 2019-56 establishing a new part-time, exempt, non-benefitted, limited-term position of **Senior Facility Projects Engineer** for SBWMA, expiring no later than November 30, 2024.

Summary and Analysis

The Executive Director has identified a critical need for temporary additional personnel to support the SBWMA's current capital project planning efforts occurring during the next three-to-five years. In the recent past, various board members have expressed strong support to expand SBWMA's senior engineering and project management capabilities on a limited, as-needed basis.

These capital projects are extensive, and Staff requires additional highly-skilled technical support to properly implement them in their proper sequence, and as budgeted. This additional position would be responsible for assisting the SBWMA's Senior Facilities and Contracts Manager (Hilary Gans) in the implementation of the below listed capital projects and ongoing routine Capital projects at Shoreway and others, as assigned:

1. MRF Upgrades Phase I & II (2019-2022)
2. O2E Pilot & Full Scale Phases (2019-2022)
3. Removal of Existing underground Fuel Storage Tanks (2021-2022)
4. Recology Alternative Fuel Site Construction (2020-2023)
5. Routine CIP maintenance projects
6. Possible construction of a new buyback center and HHW facility

The projects are currently staffed solely by Hilary Gans and this position is being requested in order to provide critical Staff support with these capital improvements. The approved salary range for the Senior Facility Projects Engineer is \$133,249-\$166,117. It is proposed that the part-time position's salary be set at 50% of this range (i.e., \$66,624-83,058.50).

This exempt position would be a new part-time, exempt, non-benefitted, limited-term employee, the person in this position would not be eligible for SBWMA's benefit programs, unless mandated by law. It is anticipated that this position could be filled by December 1, 2019 and would average 20 hours/week.

Fiscal Impact

This position is not included in the FY19/20 budget, and would be part-time, exempt, non-benefitted unless mandated by law, and limited in term of no more than 5 years (terminating on November 30th, 2024). The proposed salary range for the part-time position would be \$66,624-83,058.50.

Attachments:

Resolution 2019-56

Attachment A - Job Description: Senior Facilities Projects Engineer



RESOLUTION NO. 2019-56

RESOLUTION OF THE SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY BOARD OF DIRECTORS ESTABLISHING THE PART-TIME, EXEMPT, NON-BENEFITTED, LIMITED TERM POSITION OF SENIOR FACILITIES PROJECTS ENGINEER EXPIRING NO LATER THAN NOVEMBER 30, 2024

WHEREAS, South Bayside Waste Management Authority (SBWMA) will be completing a number of large-scale capital improvement projects over the next three-to-five years;

WHEREAS, the Executive Director has determined that the additional staffing is required in order to complete these critical path projects;

WHEREAS, the Executive Director has recommended to the Board that a part-time, exempt, non-benefitted, limited term position of **Senior Facilities Projects Engineer** be authorized to meet this staffing need;

WHEREAS, this additional position would be responsible for assisting the Senior Contracts and Operations Manager in the implementation of scheduled capital projects and ongoing routine projects at Shoreway.

WHEREAS, the Board has reviewed this request and concurs with the Executive Director that additional support of this nature is required to staff the capital improvements scheduled to be completed within the next three-to-five years.

NOW THEREFORE BE IT RESOLVED, the SBWMA Board hereby authorizes the establishment of a part-time, exempt, non-benefitted, 5-year limited term position of **Shoreway Projects Engineer**, with the job duties shown in Attachment 1, and establishes a salary range of \$66,624-83,058.50.

PASSED AND ADOPTED by the Board of Directors of the South Bayside Waste Management Authority, County of San Mateo, State of California on the November 21, 2019, 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. 2019-56 was duly and regularly adopted at a regular meeting of the South Bayside Waste Management Authority on November 21, 2019.

ATTEST:

Jess E. (Jay) Benton, Chairperson of SBWMA

Cyndi Urman, Clerk of the Board

ATTACHMENT A



**JOB DESCRIPTION:
Senior Facilities Project Engineer**

Position Reports to: Senior Facilities & Contracts Manger

Position Status: Part-time, exempt, non-benefitted, limited-term employee.

Position Range: \$133,248-166,117 (annual)

Limited Term: Effective date: December 1, 2019; Expiration date: November 30, 2024

Job Duties:

Provide technical support to the SBWMA’s Senior Facilities & Contracts Manager as assigned. Work duties will include, but are not limited to:

- Developing technical specifications for capital and routine projects at Shoreway.
- Developing engineers estimated cost for projects at Shoreway.
- Assistance in the project bidding and contractor selection process.
- Performing construction management services for projects at Shoreway.
- Supporting in the permitting and compliance aspects of new projects at Shoreway.
- Monitoring the operations and cost of operations at Shoreway.
- Waste sampling and characterization for projects at Shoreway and for the purposes of regulatory compliance.

List of Pending Projects (known):

1. MRF Upgrades Phase I & II (2019-2022)
2. O2E Pilot & Full-Scale Phases (2019-2022)
3. Removal of Existing underground Fuel Storage Tanks (2021-2022)
4. Recology Alternative Fuel Construction (2020-2023)
5. Routine CIP maintenance projects
6. Possible construction of a new buyback center and HHW facility



STAFF REPORT

To: SBWMA Board Members
From: Joe LaMariana, Executive Director
Date: November 21, 2019 Board of Directors Meeting
Subject: Resolution Authorizing the Executive Director to Direct South Bay Recycling to Transport Organic Material Produced During the Organics-to-Energy Pilot Program to Various Processing Facilities

Recommendation:

Staff recommends that the Board of Directors approve resolution 2019-57 authorizing the Executive Director to direct South Bay Recycling to transport organic material produced during the Organics-to-Energy pilot program to various sites that will make use of the material.

Summary and Analysis

Under the Agreement for Operation of the Shoreway Recycling and Disposal Center (Agreement), dated July 2009, South Bay Recycling (SBR) is responsible for operating the Shoreway Transfer Station and transporting all solid waste, recyclable materials, and organic materials from the Shoreway station to designated disposal sites and processing facilities. In anticipation of initiating the Organics-to-Energy pilot program, the SBWMA Board amended the Agreement in March 2019 to add the operation and maintenance of the Organics-to-Energy equipment to SBR's responsibilities at an additional cost not to exceed \$104,798 annually.

Staff anticipates that the installation of all equipment for the Organics-to-Energy pilot project will be completed by the end of February and is targeting March 1, 2020 as the start of the pilot. The organic material that the equipment will produce is intended to be used at wastewater treatment facilities and/or other facilities that can put the organic material to energy-producing or energy-saving uses. Staff has identified the following facilities as potentially desiring the material, however, other local material processing sites/partnerships might also be identified during this pilot time period:

- Silicon Valley Clean Water (Redwood City)
- City of Sunnyvale Wastewater Treatment (Sunnyvale)
- East Bay Municipal Utility District Wastewater Treatment (Oakland)
- South San Francisco Wastewater Treatment (SSF)

Section 12.13 of the Agreement allows the SBWMA to direct SBR "to modify the scope" of its services without amending the Agreement. Staff is seeking authority from the Board, through the attached resolution, to direct SBR to transport the material produced during the Organics-to-Energy pilot program to various processing facilities as directed by the SBWMA Executive Director.

Fiscal Impact

While the Organics-to-Energy pilot project will not increase the amount of material to be transported by SBR, it will require SBR to transport material to additional processing facilities and/or disposal sites in tanker trailers which are different than its current fleet. As such, SBR informally informed SBWMA staff that it believes it would require an additional truck and staff to transport the material.

Per Section 12.13 of the Agreement, directions to modify the scope of service that result in increases to the cost of performing the services entitle SBR to an "equitable adjustment" in compensation pursuant to Section 7.11 of the Agreement. Upon adequate demonstration of additional costs incurred by SBR, it would be entitled to an adjustment in its compensation commensurate with the added costs. Staff's intention is to return to the Board to review and approve the compensation adjustment if and when SBR makes an application for such adjustment. However, by approving the attached resolution to direct the modified transportation scope, the SBWMA will ultimately be required to compensate SBR for its additional costs.

At this time, staff does not have a firm estimate of the potential costs to be incurred by SBR and passed through to the SBWMA. However, staff believes, based on the best available information, that an additional truck would cost approximately \$100,000 and that additional staffing for the added truck would cost approximately \$77,000 per year.

Attachments:

Resolution 2019-57



RESOLUTION NO. 2019-57

RESOLUTION OF THE SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY BOARD OF DIRECTORS AUTHORIZING THE EXECUTIVE DIRECTOR TO DIRECT SOUTH BAY RECYCLING TO TRANSPORT ORGANIC MATERIAL PRODUCED DURING THE ORGANICS-TO-ENERGY PILOT PROGRAM TO VARIOUS PROCESSING FACILITIES

WHEREAS, South Bayside Waste Management Authority (SBWMA) contracts for the operation of its Shoreway Transfer Station and the transportation of the materials sorted at the Station to disposal sites and processing facilities;

WHEREAS, South Bay Recycling (SBR) currently operates the Shoreway Transfer Station and transports materials sorted at the Station pursuant to the Agreement for Operation of the Shoreway Recycling and Disposal Center (Agreement);

WHEREAS, the SBWMA anticipates initiating its Organics-to-Energy pilot project in January 2020, which will produce organic material treated for use in wastewater treatment and potentially other energy-producing or energy-saving applications;

WHEREAS, SBWMA and SBR previously executed an amendment to the Agreement to add operation of the Organics-to-Energy equipment to SBR’s services;

WHEREAS, pursuant to Section 12.13 of the Agreement, the SBWMA wishes to direct SBR to modify its transportation services to transport the organic material treated by the Organics-to-Energy equipment to sites where it can be used.

NOW THEREFORE BE IT RESOLVED, the SBWMA Board hereby authorizes the Executive Director to designate additional disposal sites and processing facilities to which SBR shall transport the organic material produced by and during the Organics-to-Energy pilot project.

PASSED AND ADOPTED by the Board of Directors of the South Bayside Waste Management Authority, County of San Mateo, State of California on the 21st day of November, 2019, 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. 2019- 57 was duly and regularly adopted at a regular meeting of the South Bayside Waste Management Authority on November 21, 2019.

ATTEST:

Jess E. (Jay) Benton, Chairperson of SBWMA

Cyndi Urman, Clerk of the Board



STAFF REPORT

To: SBWMA Board Members
From: Joe LaMariana, Executive Director
Date: November 21, 2019 Board of Directors Meeting
Subject: Resolution Approving the Expenditure of Funds in an Amount Not to Exceed \$236,500 to Fund the Stormwater System Improvements at the Shoreway Recycling and Disposal Center to be Completed by South Bay Recycling

Recommendation:

It is recommended that the Board review this staff report and determine whether or not to approve Resolution 2019-58 authorizing the expenditure of \$236,500 for improvements to the Shoreway Facility's stormwater collection system to be performed by South Bay Recycling at SBWMA's cost.

Summary:

The Shoreway Facility is subject to a Stormwater Discharge Permit (Permit) administered and enforced by the State and Regional Water Boards. Pursuant to the Shoreway Operations Agreement, South Bay Recycling (SBR) is obligated to operate the Shoreway Facility in compliance with that Permit.

Over the last three years, the measured levels of material entering the stormwater system at Shoreway have not met the targeted levels required by the Permit. As part of its obligations to comply with the Permit, SBR has made changes to its Best Management Practices (BMPs) to improve the measurables through operational adjustments. Unfortunately, these changes have not resulted in the Shoreway Facility meeting the Permit's targeted measurables.

After the second year of missed targets, SBR was required to consult with a Qualified Industrial Stormwater Practitioner (QISP) and submit an Action Plan to address the exceedances to the State Water Resources Control Board. SBR is currently working with QISP Matt Hillyard of Farallon Consulting, who submitted a Second Revised Level 2 ERA Action Plan to the Water Board on behalf of SBR in June 2019. That Action Plan included a proposed structural upgrade to the Shoreway Facility, that would have resulted in water being treated on-site, prior to its discharge into the stormwater system. Those proposed upgrades were estimated to cost \$1.2 million, and on that basis, \$1.2 million for stormwater system upgrades were included in the SBWMA budget approved by the Board in June 2019.

Subsequently, there has been disagreement as to whether SBR or SBWMA is obligated to pay for facility improvements to remain in compliance with the Stormwater Discharge Permit. While those discussions were on-going, SBR identified an alternative improvement project which would involve installation of new filters at collection drains and trenching to divert water that would otherwise run-off the Shoreway site. Most or all of the work involved in this alternative approach would also have been required for the \$1.2M project. The alternative project is estimated to cost \$215,000 and may resolve the exceedance issues without the additional expenditures. The proposal supplied by SBR is attached.

SBR has indicated that, in order to have the project completed in time to assess its success by the end of the rainy season, it must begin the project as soon as possible. However, SBR continues to maintain that it is not responsible for the costs of the project and insists that the costs be borne by SBWMA.

The attached resolution would authorize the expenditure of an amount not to exceed \$236,500 in project costs under protest. This will allow the project to go forward without delay and for SBWMA and SBR to continue discussions regarding this dispute.

Fiscal Impact:

By approving the attached resolution, the Board would be authorizing SBWMA to fund the alternative stormwater system improvements project at the Shoreway Facility as outlined in the attached proposal provided by SBR, in an amount not to exceed \$236,500 (which is the \$215,000 estimate plus a 10% contingency) without further Board authorization. No adjustment to the SBWMA's annual budget is required, as \$1.2 million is currently budgeted for stormwater improvements. Staff recommends that this payment be made under protest and that the Board also direct SBWMA staff to engage in further discussions with SBR to resolve this dispute.

Attachments:

Resolution 2019-58

Attachment A - Project proposal (spreadsheet) from SBR



RESOLUTION NO. 2019-58

RESOLUTION OF THE SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY BOARD OF DIRECTORS APPROVING THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$236,500 TO FUND STORMWATER SYSTEM IMPROVEMENTS AT THE SHOREWAY RECYCLING AND DISPOSAL CENTER TO BE COMPLETED BY SOUTH BAY RECYCLING

WHEREAS, the operation of the Shoreway Facility owned by SBWMA is subject to a Stormwater Discharge Permit ("Permit") administered and enforced by the State and Regional Water Boards;

WHEREAS, South Bay Recycling is obligated, pursuant to the Agreement for the Operation of the Shoreway Recycling and Disposal Center dated July 2009, to operate the Shoreway Facility in compliance with the Permit;

WHEREAS, over at least the last three years, the stormwater sampled at the Shoreway Facility has shown non-stormwater matter entering the stormwater system in excess of levels deemed acceptable under the Permit;

WHEREAS, SBR has attempted, but has been unsuccessful, in addressing the exceedance of non-stormwater material entering the stormwater system through operational improvements and other measures, as required by the Permit;

WHEREAS, SBR has consulted with a Qualified Industrial Stormwater Practitioner (QISP) at Farallon Consulting in creating an action plan to address the exceedances, as required by the Permit;

WHEREAS, SBR currently proposes certain upgrades to the stormwater collection system at the Shoreway Facility, as outlined in the attached proposal, and estimated to cost \$215,000.00;

WHEREAS, SBR has indicated its belief that SBWMA is obligated to pay for these stormwater collection system upgrades and proposes that the costs be reimbursed to SBR as they are incurred in completing the upgrades;

WHEREAS, SBWMA interprets the Agreement for the Operation of the Shoreway Recycling and Disposal Center to indicate that SBR is responsible for these project costs but wishes for the project to go forward to address the exceedances without further delay; and

WHEREAS, through the Annual Budget, the Board previously allocated \$1.2 million for stormwater upgrades.

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of the South Bayside Waste Management Authority hereby:

1. Authorizes the expenditure of up to \$236,500 for stormwater collection system upgrades, as itemized in the attached proposal spreadsheet, which shall be paid to SBR as reimbursement upon accounting of such costs;

2. Authorizes such payment(s) for such stormwater collection system upgrades under protest and without conceding that the SBWMA is responsible for paying such costs under Agreement for the Operation of the Shoreway Recycling and Disposal Center, dated July 2009 and as amended, and further directs staff to engage in discussions with SBR to resolve this dispute.

PASSED AND ADOPTED by the Board of Directors of the South Bayside Waste Management Authority, County of San Mateo, State of California on this 21st day of November, 2019, 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. 2019-58 was duly and regularly adopted at a regular meeting of the South Bayside Waste Management Authority on November 21, 2019.

ATTEST:

 Jess E (Jay) Benton, Chairperson of SBWMA

 Cyndi Urman, Board Secretary

**Cost Summary For Alternate Phased Level 2 Approach
South Bay Recycling
San Carlos, California
Farallon PN: 1628-005**

| Discharge Location | Drainage Area Description | Representative Industrial Activity | BMP Description | Estimated BMP Cost |
|---------------------------|---|--|--|---------------------------|
| SW-1 | Northern Main Access Road from Shoreway Road | • Truck / vehicle traffic | Plug two drain inlets | \$ 8,000.00 |
| SW-2 | Transfer Station Truck Exit; routed to sanitary sewer | • Transfer station traffic | Trench drain across driveway entrance to connect to existing SW-2 sump diverted to sanitary sewer | \$ 25,000.00 |
| SW-3 | Additional Drain Inlet Northern Main Access Road from Shoreway Road | • Truck / vehicle traffic | Kraken filter | \$ 5,000.00 |
| SW-4 | Employee Parking Lot Access Road from Shoreway Road, non-industrial discharge location | • Non-Industrial Employee Parking | TBD, potential inlet filter based on flow from City drain | \$ - |
| SW-5 | | • Truck / vehicle traffic | Enhance/maintain bioswale | \$ 15,000.00 |
| SW-5A | Southern entrance Road from Shoreway Road | • Truck / vehicle traffic | Trench drain and sump to bioswale | \$ 25,000.00 |
| | | | Kraken filter | \$ 5,000.00 |
| SW-6 | Northern Drain Inlet North Main Access Road | • Truck / vehicle traffic | Drain inlet improvements to separate Recology flow | \$ 15,000.00 |
| SW-7 | Drain Inlet Near Employee Parking lot, draining access road | • Truck / vehicle traffic | Kraken filter or Safe Drain plug | \$ 5,000.00 |
| SW-8 | Northern Drain Inlet North Main near Access Ramp | • Truck / vehicle traffic • Transfer station traffic (closed) | Kraken filter (complete) | \$ - |
| SW-9 | Drain inlet south of fueling island, typically plugged | • Truck / vehicle traffic • Transfer trailer parking | Remain plugged | \$ - |
| SW-10 | Drain inlet in the vehicle parking area | • Non-Industrial Employee Parking | | \$ - |
| SW-10A | Drain inlet in the vehicle (wheel loader) parking area | • Non-Industrial Employee Parking | | \$ - |
| SW-10B | Drain inlet northeast of scales | • Truck / vehicle traffic • MRF runoff | Completed to sewer | \$ - |
| SW-10C | Drain inlet south of scales | • Truck / vehicle traffic | Kraken filter | \$ 5,000.00 |
| SW-10D | Trench drain near container storage | • Truck / vehicle traffic • MRF runoff (potential trackout) | Kraken filter | \$ 5,000.00 |
| SW-10E | Manhole access point where the flows from the MRF loading dock stormwater treatment system, SW-10F piping, and SW-10G piping combine and discharge to the downstream stormwater system between the MRF and Transfer Station | • Truck / vehicle traffic • MRF loading area • PRC handling area | No change | \$ - |
| SW-10F | Bioswale outfall near access road and exit of the PRC Hazardous Waste Drop-off, drains to SW-10E | • PRC handling area | Bioswale maintenance included for SW-5. Drains to SW-10E | N/A |
| SW-10G | Bioswale outfall near PRC Hazardous Waste Drop-off, drains to SW-10E | • PRC handling area | Bioswale maintenance. Drains to SW-10E | \$ 2,000.00 |
| SW-11 | Eastern Outdoor Truck maintenance drain inlet | • Truck / vehicle traffic • Truck maintenance/washing | Kraken filter | \$ 5,000.00 |
| SW-12 | Not currently listed in SWPPP, northern portion of truck parking area. | • Truck / vehicle traffic • Truck washing • Transfer trailer parking • Fuel Island (Recology) | Options: Plug drain (\$0); Kraken filter (\$5K); or New drain to separate SBR flow with Kraken filter (\$20K) | \$ 20,000.00 |
| SW-13 | Not currently listed in SWPPP. Driveway south of Recology Admin bldg. | • Industrial traffic driveway. | Trench drain and divert/pump to sewer at ramp down to transfer station. | \$25,000 |
| SW-14 | Not currently listed in SWPPP. Driveway between MRF and Transfer Station. | • Industrial traffic driveway. | Trench drain and divert/pump to bioretention area | \$25,000 |
| | | | Engineering design | \$25,000 |
| | | | Total: | \$ 215,000.00 |

Bold indicates sampling location.

Assumptions:

Trench drain and pump across driveway entrances similar to \$25,000 estimate for SW-5 driveway.
Kraken catch basin insert cost similar to highest individual quoted cost of \$5,300, but likely less for bulk discount.

DRAFT - Issued for Client Review



INFORMATIONAL ITEMS



STAFF REPORT

To: SBWMA Board Members
From: John Mangini, Senior Finance Manager
Date: November 21, 2019 Board of Directors
Subject: 2019 Finance and Rate Setting Calendar

Recommendation

This is an informational report and no action is necessary.

Summary

The purpose of this staff report is to keep the Board and Member Agency staff informed on the schedule of important financial and rate setting events in 2019. This staff report is updated as necessary and included in the Board packet each month.

Schedule of Finance, Contractor Compensation and Rate Adjustment Activities in 2019:

January 2019

- Approved FY17/18 audited Financial Statement.
- Reviewed Mid-Year FY18/19 Operating Budget.

March 2019

- Recology submitted the unaudited 2018 Revenue Reconciliation Report (March 31).
- Approved Plan of Finance Approach for bond issuance.

April 2019

- Approved of unaudited 2019 calendar year financial statement for bond reporting requirements at April 25 Board meeting.
- Approved recommending Member Agencies approve 2019 bond issuance.

May 2019

- Reviewed Preliminary (Draft) FY19/20 SBWMA Budget at May 23rd, 2019 Board meeting, including Revised Long Range Plan recommendations (from two TAC input sessions).
- Member Agency's elected body meetings for bond financing approval.
- Established an Agency Debit Policy consideration item (required for bond refunding process)
- Approved final bond refunding disclosure and related documents

June 2019

- 2020-2024 Long Range Plan (Draft)—Board Study Session at June 27th Meeting.
- Board approved the Final FY19/20 SBWMA Operating Budget at June 27th, 2019 Board meeting.
- Bond Pricing (June 26).
- Recology's 2020 Compensation Application submitted to the SBWMA and Member Agencies (*June 14*).
- SBWMA and Member Agency comments are submitted to Recology on its 2020 Compensation Application (*June 28*).

- SBWMA issued letters requesting confirmation from Member Agencies on their estimated 2020 Member Agency fees (e.g., franchise fees) to be included in their 2020 solid waste rates. (*Due: June 26*)
- Bond Closing (July 9).
- Review of the Revenue Reconciliation Report from the Financial Systems audit report on Recology.

July 2019

- SBR's 2020 Compensation Application submitted to the SBWMA (*July 5*).
- Recology revised 2019 Compensation Application submitted to SBWMA & Member Agencies (*July 19*).
- SBWMA issued the following reports to the Board and Member Agency staff for review and comment:
 - Estimated 2019 and 2020 residential and commercial base revenue.
 - Estimated collected tonnage for 2019 and 2020.
 - 2019 Residential rates vs. 2020 cost analysis.
 - Optional at Member Agency request: Estimated residential revenue changes due to cart migration (i.e., lost revenue) by Member Agency since 2018.
 - Summary of 2020 Member Agency fees to be used in the 2020 cost projections based on Member Agency feedback.

August 2019

- SBWMA issued Draft Report Reviewing Recology's 2020 Compensation Application, recommended total Revenue Requirement, and Rate Adjustment (*August 9*).
- SBWMA issued the Draft Report Reviewing SBR's 2020 Compensation Application (*August 16*).
- Comments sent from Member Agencies on draft Reports Reviewing Recology's & SBR's 2020 Compensation Application (*August 26*).

September 2019

- 2020-2024 Long Range Plan (DRAFT)—Board Approval at September 26th Meeting.
- SBWMA TAC Workshop to review Pre-Final Report Reviewing Recology's 2020 Compensation Application.
- SBWMA issued Pre-Final Report Reviewing Recology's 2020 Compensation Application including the recommended total Collection Rate Adjustment for 2020 by email (September 12).
- SBWMA issued Final Report Reviewing Recology's 2020 Compensation Application including the recommended total Collection Rate Adjustment for 2020. (*September BOD Packet*).
- SBWMA issued Final Report Reviewing SBR's 2020 Compensation Application. (*September BOD Packet*).
- Approved SBR 2020 Compensation Application (*September 26 BOD Meeting*).
- Approved Recology 2020 Compensation Application and total recommended Revenue Requirement (*September 26 BOD Meeting*).

September – December 2019

- Member Agencies issue Prop. 218 notices and approve their final 2020 solid waste rates.

November 2019

- SBWMA issues report to Board on recommended January 1, 2020 Shoreway tip fees with adjustments, if necessary (includes calendar year 2019 & 2020 SBWMA financial projections with assumed tip fee and net reserve funding).

STAFF REPORT

To: SBWMA Board Members
From: John Mangini, Senior Finance Manager
Date: November 21, 2019 Board of Directors Meeting
Subject: Check Register Detail for September – October 2019

Recommendation

This is an informational item only and no action is required. This report was requested by the Board members.

Summary

The purpose of this report is to provide transparency to the Board and the public on the actual spending by the SBWMA. All payments issued in September and October 2019 are listed on the attached (Attachment A) report for review.

Analysis

As of July 1, 2019, the SBWMA has a new contract with the City of Redwood City for accounting services including the issuing of all payments and deposit of all receipts. In accordance with the SBWMA and the City of Redwood City's policies, checks are normally issued every two weeks. All SBWMA invoices are approved for payment by the program manager and then by the Executive Director or Finance Manager. Total A/P spending for September 2019 was \$4,068,050.13, and for October 2019 was \$4,817,194.68 as detailed in **Attachment A**.

If you have any questions on this, please contact Cyndi Urman or John Mangini.

Attachments:

Attachment A – September – October 2019 Check Register Detail Report

South Bayside Waste Management Authority

CHECK DETAIL

September 2019

| DATE | NUM | NAME | MEMO/DESCRIPTION | ACCOUNT | TRANSACTION TYPE | AMOUNT |
|-------------------------|------|-----------------------------|---|--|------------------|------------|
| 100010 Wells Fargo Bank | | | | | | |
| 09/03/2019 | Wire | MODERN HR, INC. | | 100010 Wells Fargo Bank | Expense | -44,950.66 |
| | | | PPE 8/31/19 | 500000 Salaries - Admin | | 16,937.79 |
| | | | PPE 8/31/19 | 500100 Salaries - Recycling | | 25,853.27 |
| | | | PPE 8/31/19 | 501000 Benefits - Payroll Taxes | | 685.08 |
| | | | PPE 8/31/19 | 501005 Benefits - Workers Comp Ins | | 375.74 |
| | | | PPE 8/31/19 | 501010 Benefits - Retirement Employee | | -3,542.73 |
| | | | PPE 8/31/19 | 501030 Benefits - CPE Fee | | 516.90 |
| | | | PPE 8/31/19 | 500150 Salaries - Car Allowance | | 2,525.00 |
| | | | PPE 8/31/19 | 500200 Salaries - Opt Out Medical | | 1,599.61 |
| | | | | | | |
| 09/04/2019 | ACH | AUTHORIZE.NET | July 2019 AUTHNET CHARGES | 100010 Wells Fargo Bank | Expense | -35.00 |
| | | | August Authorize.net charges | 5050105 Finance Analysis Report | | 35.00 |
| | | | | | | |
| 09/09/2019 | 1202 | KBA DOCUMENT SOLUTIONS, LLC | Inv. #55Y1006740 | 100010 Wells Fargo Bank | Check | -220.79 |
| | | | Office Equipment Costs | 503035 Office Equipment Costs | | 220.79 |
| | | | | | | |
| 09/09/2019 | 1203 | E-RECYCLING OF CALIFORNIA | Inv. #86200 | 100010 Wells Fargo Bank | Check | -768.59 |
| | | | E-Recycling | 400400 E-Recycling Revenue | | -768.59 |
| | | | | | | |
| 09/09/2019 | 1204 | JOHN MANGINI | Inv. #09052019 | 100010 Wells Fargo Bank | Check | -309.80 |
| | | | Reimbursement - Office Supplies | 503030 Office Supplies | | 309.80 |
| | | | | | | |
| 09/09/2019 | 1205 | PURCHASE POWER | Inv. #3103349864 | 100010 Wells Fargo Bank | Check | -128.59 |
| | | | Office Supplies | 503030 Office Supplies | | 128.59 |
| | | | | | | |
| 09/09/2019 | 1206 | Comcast | Acct# 8155 20 033 0447972 | 100010 Wells Fargo Bank | Check | -255.81 |
| | | | Utilities and phone; services from: 8/29/19-9/28/19 | 503020 Utilities & Phone | | 255.81 |
| | | | | | | |
| 09/09/2019 | 1207 | MAYA MANGINI | Inv# 0004 | 100010 Wells Fargo Bank | Check | -510.00 |
| | | | Admin staff - Week of: 8/22/19- 8/28/19 & 8/29/19-9/4/19 | 501040 Administrative Staff | | 510.00 |
| | | | | | | |
| 09/09/2019 | 1208 | HILARY GANS | Inv. #08202019 | 100010 Wells Fargo Bank | Check | -229.55 |
| | | | Conferences and Meetings | 503060 Conferences & Meetings | | 214.63 |
| | | | Office Supplies | 503030 Office Supplies | | 14.92 |
| | | | | | | |
| 09/09/2019 | 1209 | COMCAST BUSINESS | Inv. #86830619 | 100010 Wells Fargo Bank | Check | -6.92 |
| | | | Phone; Services from: 8/15/19- 9/14/19 | 503020 Utilities & Phone | | 6.92 |
| | | | | | | |
| 09/09/2019 | 1210 | ROBERT MORTON-JONES | Inv. #08302019 | 100010 Wells Fargo Bank | Check | -2,100.00 |

| DATE | NUM | NAME | MEMO/DESCRIPTION | ACCOUNT | TRANSACTION TYPE | AMOUNT |
|------------|------|--------------------------------------|---|--|------------------|-------------------------|
| | | | Office Improvements | 503025 Tenant Improvements | | 2,100.00 |
| 09/09/2019 | 1211 | ROBERT MORTON-JONES | Inv. #09052019 Office Improvements | 100010 Wells Fargo Bank 503025 Tenant Improvements | Check | -5,164.79 5,164.79 |
| 09/09/2019 | 1212 | AARONSON DICKERSON COHN & LANZONE | Inv# 819048-SB.R Board Counsel - July & August 2019 | 100010 Wells Fargo Bank 502005 Board Counsel | Check | -13,400.00 13,400.00 |
| 09/09/2019 | 1213 | STEVEN SHERMAN CONSULTING | Inv. #6-Sep-19 Long Range Plan | 100010 Wells Fargo Bank 5060051 Diversion; Zero Waste Programs | Check | -3,937.50 3,937.50 |
| 09/09/2019 | 1214 | CITY OF SAN CARLOS | Inv. #14506 Accounting Services | 100010 Wells Fargo Bank 502015 Accounting Services | Check | -12,836.25 12,836.25 |
| 09/09/2019 | 1215 | SHIRLEY NG | Inv# 08302019 Mileage and Tolls - August 2019 | 100010 Wells Fargo Bank 503050 Mileage reimbursements | Check | -46.34 46.34 |
| 09/09/2019 | 1216 | GRANT LIGON | Inv. #08132019 Conferences and Meetings - August 2019 | 100010 Wells Fargo Bank 503060 Conferences & Meetings | Check | -249.93 249.93 |
| 09/09/2019 | 1217 | THE OFFICE CITY | Inv# IN-1595620 Office Supplies | 100010 Wells Fargo Bank 503030 Office Supplies | Check | -326.57 326.57 |
| 09/09/2019 | 1218 | HF&H CONSULTANTS LLC | Inv. #9716571 Recycling Technical Assistant | 100010 Wells Fargo Bank 505015 Recycling Technical Assistance | Check | -11,216.50 11,216.50 |
| 09/09/2019 | 1219 | CITY OF SAN CARLOS | Inv. #14515 Rent - September 2019 | 100010 Wells Fargo Bank 503010 Rent | Check | -4,730.53 4,730.53 |
| 09/09/2019 | 1220 | SCAPES INC | Inv# 19177 Shoreway Facility Cost - August 2019 Monthly Maintenance | 100010 Wells Fargo Bank 507015 Shoreway Facility Cost | Check | -315.00 315.00 |
| 09/09/2019 | 1221 | E-RECYCLING OF CALIFORNIA | Inv. #84294 E-Recycling Events - Belmont 4/3/2019 | 100010 Wells Fargo Bank 506030 Shred Event Svcs (pass thru) | Check | -744.06 744.06 |
| 09/09/2019 | 1222 | E-RECYCLING OF CALIFORNIA | Inv. #86214 E-Recycling Events | 100010 Wells Fargo Bank 400400 E-Recycling Revenue | Check | -184.53 -184.53 |
| 09/09/2019 | 1223 | E-RECYCLING OF CALIFORNIA | Inv. #86212 E-Recycling | 100010 Wells Fargo Bank 400400 E-Recycling Revenue | Check | -981.60 -981.60 |
| 09/09/2019 | 1224 | KBA DOCUMENT SOLUTIONS LLC | Inv. #6479585 Office Equipment Costs | 100010 Wells Fargo Bank 503035 Office Equipment Costs | Check | -504.49 504.49 |
| 09/09/2019 | 1225 | ROTARY CLUB OF BURLINGAME | Inv. #5507 | 100010 Wells Fargo Bank | Check | -350.00 |

| DATE | NUM | NAME | MEMO/DESCRIPTION | ACCOUNT | TRANSACTION TYPE | AMOUNT |
|------------|------|-----------------------------------|--|---|------------------|------------|
| | | | Professional Dues - Annual Rotary Club Dues: 7/1/19-6/30/20 | 503045 Professional dues & Memberships | | 350.00 |
| 09/09/2019 | 1226 | COMMON GOAL CONSULTING GROUP, INC | Inv. #002 | 100010 Wells Fargo Bank | Check | -4,162.50 |
| | | | Facility Improvement Oversight | 505005 Facility Improvement Oversight | | 4,162.50 |
| 09/09/2019 | 1227 | REDWOOD CITY CHAMBER OF COMMERCE | Inv# 7243 | 100010 Wells Fargo Bank | Check | -1,500.00 |
| | | | Training - 2019-2020 - Leadership Program Tuition: Grant Ligon | 503065 Training | | 1,500.00 |
| 09/09/2019 | 1228 | SPECIALTY'S CAFE & BAKERY | Inv. #T2423-22317304 | 100010 Wells Fargo Bank | Check | -109.98 |
| | | | Fellow Interview Panel | 503060 Conferences & Meetings | | 109.98 |
| 09/09/2019 | 1229 | CALIFORNIANS AGAINST WASTE | Inv. #388 | 100010 Wells Fargo Bank | Check | -250.00 |
| | | | Sponsorships | 503070 Sponsorship & Donations | | 250.00 |
| 09/09/2019 | 1230 | WELLS FARGO | Acct# 4856 2003 7906 1909 | 100010 Wells Fargo Bank | Check | -8,676.30 |
| | | | Conferences and Meetings | 503060 Conferences & Meetings | | 655.42 |
| | | | Event Giveaways | 5060001 Giveaways - Schools and events | | 15.24 |
| | | | Group Lunch | 503060 Conferences & Meetings | | 175.32 |
| | | | Computer Purchase | 504005 Computer Purchase for Office | | 286.96 |
| | | | Office Supplies Clean Table Clothes | 503030 Office Supplies | | 66.18 |
| | | | Office Improvements | 503025 Tenant Improvements | | 106.98 |
| | | | Office Improvements | 503025 Tenant Improvements | | 798.70 |
| | | | August 2019 Merry Maids | 503020 Utilities & Phone | | 280.00 |
| | | | Office Furniture Purchase | 503025 Tenant Improvements | | 3,207.18 |
| | | | File Cabinet for New Fellow | 503025 Tenant Improvements | | 219.54 |
| | | | Carpet for Office | 503025 Tenant Improvements | | 890.28 |
| | | | Computer Purchase | 504005 Computer Purchase for Office | | 196.13 |
| | | | Computer Purchase | 504005 Computer Purchase for Office | | 392.29 |
| | | | Computer Purchase | 504005 Computer Purchase for Office | | 270.31 |
| | | | Computer Purchase | 504005 Computer Purchase for Office | | 909.19 |
| | | | Tour Scheduler Trial | 507035 Education Center Operations | | 108.00 |
| | | | Wells Fargo Credit Card Charges - No Receipt | 503005 Bank Fees & Services | | 93.58 |
| | | | Balance Forward from June 2019 | 503060 Conferences & Meetings | | 5.00 |
| 09/09/2019 | 1231 | CAEAFTA | Inv. #CAEATFA Admin Fee | 100010 Wells Fargo Bank | Check | -15,000.00 |
| | | | Final CAEAFTA Agreement Documents - Oze Pilot & Full | 6001008 Facilities Improvements (SF067) | | 15,000.00 |

| DATE | NUM | NAME | MEMO/DESCRIPTION | ACCOUNT | TRANSACTION TYPE | AMOUNT |
|------------|------|--------------------------|--|--|------------------|---------------|
| | | | Scale | | | |
| 09/10/2019 | 1234 | ASCENT ENVIRONMENTAL INC | Voided - Inv. #19010102.01-3 | 100010 Wells Fargo Bank | Check | 0.00 |
| | | | Cal-Recycle - EARs - Professional Services from 9/13/19-8/9/19 - Project #/PO #2697-00 | 5050251 Waste Characterization Reports | | 0.00 |
| 09/10/2019 | 1235 | ASCENT ENVIRONMENTAL INC | Inv. #19010102.01-3 | 100010 Wells Fargo Bank | Check | -21,001.25 |
| | | | Cal-Recycle - EARs - Professional Services from 7/13/19-8/9/19 - PO #2697-00 | 5050251 Waste Characterization Reports | | 21,001.25 |
| 09/10/2019 | 1232 | ASCENT ENVIRONMENTAL INC | Voided - Inv. #19010102.01-3 | 100010 Wells Fargo Bank | Check | 0.00 |
| | | | Cal-Recycle - EARs - Professional Services from 7/13/19-8/9/19 - PO #2697-00 | 5050251 Waste Characterization Reports | | 0.00 |
| 09/10/2019 | 1233 | ASCENT ENVIRONMENTAL INC | Voided - Inv. #19010102.01-3 | 100010 Wells Fargo Bank | Check | 0.00 |
| | | | Cal-Recycle - EARs - Professional Services from 7/13/19-8/9/19 - PO #2697-00 | 5050251 Waste Characterization Reports | | 0.00 |
| 09/11/2019 | ACH | UNITED HEALTH CARE | | 100010 Wells Fargo Bank | Expense | -4,716.97 |
| | | | Medical insurance 9/1/19-9/30/19 | 501020 Benefits - Medical | | 4,716.97 |
| 09/11/2019 | ACH | WELLS FARGO | | 100010 Wells Fargo Bank | Expense | -594.92 |
| | | | August 2019 Client Analysis Service Charge | 503005 Bank Fees & Services | | 594.92 |
| 09/16/2019 | Wire | MODERN HR, INC. | | 100010 Wells Fargo Bank | Expense | -40,405.96 |
| | | | PPE 9/14/19 | 500000 Salaries - Admin | | 21,457.01 |
| | | | PPE 9/14/19 | 500100 Salaries - Recycling | | 20,942.04 |
| | | | PPE 9/14/19 | 501000 Benefits - Payroll Taxes | | 614.80 |
| | | | PPE 9/14/19 | 501005 Benefits - Workers Comp Ins | | 339.54 |
| | | | PPE 9/14/19 | 501010 Benefits - Retirement Employee | | -3,464.33 |
| | | | PPE 9/14/19 | 501030 Benefits - CPE Fee | | 516.90 |
| 09/16/2019 | Wire | CITY OF SAN CARLOS | | 100010 Wells Fargo Bank | Expense | -199,935.38 |
| | | | August 2019 franchise fee | 507055 Franchise Fee to the City of San Carlos | | 199,935.38 |
| 09/17/2019 | 1236 | SOUTH BAY RECYCLING LLC | INV# 2019-07-v2 | 100010 Wells Fargo Bank | Check | -1,883,241.96 |
| | | | Disposal Expense Pass through | 5070105 Disposal & Processing - OTHER | | 45,538.06 |
| | | | Disposal Expense MRF Residue | 5070105 Disposal & Processing - OTHER | | -45,315.17 |
| | | | Buy Back | 400455 Buyback Payments | | -93,341.87 |
| | | | Misc. Revenue | 400350 Miscellaneous Revenue | | 5,146.14 |
| | | | Credit Card Charges | 507030 Shoreway Charges | | 7,556.62 |
| | | | Operations Expense | 507005 Operator Compensation SBR | | 1,785,042.55 |

| DATE | NUM | NAME | MEMO/DESCRIPTION | ACCOUNT | TRANSACTION TYPE | AMOUNT |
|------------|------|---|--|--|------------------|-----------------------------------|
| | | | Shoreway Equipment Charges | 507030 Shoreway Charges | | 2,224.17 |
| 09/23/2019 | 1237 | BLX GROUP, LLC | INV. #43332-1157/091219 BANK FEES | 100010 Wells Fargo Bank 503005 Bank Fees & Services | Check | -1,700.00 1,700.00 |
| 09/23/2019 | 1238 | S. Groner and Associates (SGA) | INV. #2196 WEBSITE - PROJECT 3, 5, 6 & 7 | 100010 Wells Fargo Bank 502025 Website Support | Check | -7,856.25 7,856.25 |
| 09/23/2019 | 1239 | S. Groner and Associates (SGA) | INV. #2197 MULTIFAMILY & RESIDENTIAL OUTREACH MULTIFAMILY & RESIDENTIAL OUTREACH | 100010 Wells Fargo Bank 5060203 Multi-Family Outreach 5060205 Residential Outreach Programs | Check | -6,308.60 3,154.30 3,154.30 |
| 09/23/2019 | 1240 | S. Groner and Associates (SGA) | INV. #2198 WEBSITE | 100010 Wells Fargo Bank 502025 Website Support | Check | -6,149.78 6,149.78 |
| 09/23/2019 | 1241 | WHISK CATERING | INV. #1002 ED CENTER | 100010 Wells Fargo Bank 507035 Education Center Operations | Check | -1,229.06 1,229.06 |
| 09/23/2019 | 1242 | ADELE HALILI | Inv# 09122019 VEHICLE MILEAGE: 7/16/19- 9/12/19 | 100010 Wells Fargo Bank 503050 Mileage reimbursements | Check | -62.35 62.35 |
| 09/23/2019 | 1243 | THE OFFICE CITY | Inv# IN-1597496 OFFICE SUPPLIES | 100010 Wells Fargo Bank 503030 Office Supplies | Check | -90.21 90.21 |
| 09/23/2019 | 1244 | THE OFFICE CITY | Inv# IN-1598803 OFFICE SUPPLIES | 100010 Wells Fargo Bank 503030 Office Supplies | Check | -25.96 25.96 |
| 09/23/2019 | 1245 | MAYA MANGINI | Inv# 0005 EXTRA HELP-SUMMER: 8/25/19-8/31/19; 9/1/19-9/7/19; 9/8/19-9/14/19 | 100010 Wells Fargo Bank 501040 Administrative Staff | Check | -960.00 960.00 |
| 09/23/2019 | 1246 | INFLOW COMMUNICATIONS | INV. #13092 COMPUTER PURCHASE | 100010 Wells Fargo Bank 504005 Computer Purchase for Office | Check | -483.57 483.57 |
| 09/23/2019 | 1247 | NEWBY ISLAND COMPOST - 4278A | INV. #4278-100005696 DISPOSAL NEWBY AUGUST 2019 | 100010 Wells Fargo Bank 5070102 Disposal & Processing - NEWBY | Check | -282,569.27 282,569.27 |
| 09/23/2019 | 1248 | BFI OF CALIFORNIA INC Ox Mtn Landfill - 4227 | Inv. #4227-000054589 DISPOSAL OX MTN. - AUGUST 2019 | 100010 Wells Fargo Bank 5070101 Disposal & Processing - OX | Check | -797,249.47 797,249.47 |
| 09/23/2019 | 1249 | RECOLOGY BLOSSOM VALLEY ORGANICS-N | Inv. #190831 DISPOSAL-BVO - AUGUST 2019 | 100010 Wells Fargo Bank 5070103 Disposal & Processing - BVON | Check | -229,899.66 229,899.66 |
| 09/23/2019 | 1250 | ZANKER RECYCLING | Inv. #201908374 DISPOSAL ZANKER - AUGUST 2019 | 100010 Wells Fargo Bank 5070104 Disposal & Processing - ZANKER | Check | -352,787.26 352,787.26 |

| DATE | NUM | NAME | MEMO/DESCRIPTION | ACCOUNT | TRANSACTION TYPE | AMOUNT |
|------------|------|-------------------------------------|---|---|------------------|-------------------|
| 09/23/2019 | 1251 | E-RECYCLING OF CALIFORNIA | Inv. #86213 | 100010 Wells Fargo Bank | Check | -619.11 |
| | | | COMMUNITY EVENTS-EPA - 8/17/19 | 506030 Shred Event Svcs (pass thru) | | 619.11 |
| 09/23/2019 | 1252 | E-RECYCLING OF CALIFORNIA | Inv. #86511 | 100010 Wells Fargo Bank | Check | -744.92 |
| | | | E-RECYCLING | 400400 E-Recycling Revenue | | -744.92 |
| 09/23/2019 | 1253 | E-RECYCLING OF CALIFORNIA | Inv. #86516 | 100010 Wells Fargo Bank | Check | -3,602.73 |
| | | | E-RECYCLING | 400400 E-Recycling Revenue | | -3,602.73 |
| 09/23/2019 | 1254 | E-RECYCLING OF CALIFORNIA | Inv. #86521 | 100010 Wells Fargo Bank | Check | -2,329.37 |
| | | | E-RECYCLING EVENTS - SAN MATEO 9/7/19 | 506030 Shred Event Svcs (pass thru) | | 2,329.37 |
| 09/23/2019 | 1255 | SAN CARLOS CHAMBER OF COMMERCE | INV. #104172 | 100010 Wells Fargo Bank | Check | -600.00 |
| | | | SPONSORSHIPS | 507030 Shoreway Charges | | 600.00 |
| 09/23/2019 | 1256 | PUBLIC STORAGE | Space E673 ED CENTER | 100010 Wells Fargo Bank 507035 Education Center Operations | Check | -691.00 691.00 |
| 09/23/2019 | 1257 | PUBLIC STORAGE | Space E603 ED CENTER | 100010 Wells Fargo Bank 507035 Education Center Operations | Check | -485.00 485.00 |
| 09/23/2019 | 1258 | Environmental and Energy Consulting | Inv# 1539 | 100010 Wells Fargo Bank | Check | -3,333.33 |
| | | | LEGISLATIVE ADVOCACY: Consulting: September 2019 - PO#1246 - Lobbying September 2019 - PO #1246 | 504000 Legislative & Reg Advocacy | | 3,333.33 |
| 09/23/2019 | 1259 | ECO PROMOTIONAL PRODUCTS, INC. | INV. #20903 | 100010 Wells Fargo Bank | Check | -3,715.10 |
| | | | GIVE ALWAYS-SCHOOL EVENTS | 5060001 Giveaways - Schools and events | | 3,715.10 |
| 09/23/2019 | 1260 | STUDIO EM GRAPHIC DESIGN | INV. #17664 | 100010 Wells Fargo Bank | Check | -654.00 |
| | | | COMMUNITY EVENTS | 5060206 Community Events | | 654.00 |
| 09/23/2019 | 1261 | STUDIO EM GRAPHIC DESIGN | INV. #17665 | 100010 Wells Fargo Bank | Check | -490.50 |
| | | | RESIDENTIAL OUTREACH | 5060205 Residential Outreach Programs | | 490.50 |
| 09/23/2019 | 1262 | THE GRANT FARM | INV. ID GF-888 | 100010 Wells Fargo Bank | Check | -4,195.00 |
| | | | LONG RANGE PLAN | 5060051 Diversion; Zero Waste Programs | | 4,195.00 |
| 09/23/2019 | 1263 | THE GRANT FARM | INV. ID GF-853 | 100010 Wells Fargo Bank | Check | -4,222.50 |
| | | | LONG RANGE PLAN | 5060051 Diversion; Zero Waste Programs | | 4,222.50 |
| 09/23/2019 | 1264 | THE GRANT FARM | INV. ID GF-852 | 100010 Wells Fargo Bank | Check | -1,642.50 |

| DATE | NUM | NAME | MEMO/DESCRIPTION | ACCOUNT | TRANSACTION TYPE | AMOUNT |
|------------|------|---------------------------------------|---------------------------------------|--|------------------|------------|
| | | | LONG RANGE PLAN | 5060051 Diversion; Zero Waste Programs | | 1,642.50 |
| 09/23/2019 | 1265 | THE GRANT FARM | INV. ID GF-889 | 100010 Wells Fargo Bank | Check | -450.00 |
| | | | LONG RANGE PLAN | 5060051 Diversion; Zero Waste Programs | | 450.00 |
| 09/23/2019 | 1266 | SPECIALTY'S CAFE & BAKERY | Inv. #T2423-22393207 | 100010 Wells Fargo Bank | Check | -171.89 |
| | | | CONFERENCES & MEETINGS/STAFF LUNCH | 503060 Conferences & Meetings | | 171.89 |
| 09/23/2019 | 1267 | SPECIALTY'S CAFE & BAKERY | Inv. #T2423-22393193 | 100010 Wells Fargo Bank | Check | -116.29 |
| | | | BOARD MEETINGS | 502010 Board Administration | | 116.29 |
| 09/23/2019 | 1268 | Shred-It USA | INV. #812808815 | 100010 Wells Fargo Bank | Check | -128.28 |
| | | | OFFICE SUPPLIES | 503030 Office Supplies | | 128.28 |
| 09/23/2019 | 1269 | ARACELI HURTADO | INV. #1273 | 100010 Wells Fargo Bank | Check | -3,445.00 |
| | | | OFFICE IMPROVEMENTS | 503025 Tenant Improvements | | 3,445.00 |
| 09/26/2019 | ACH | JOHN HANCOCK USA | | 100010 Wells Fargo Bank | Expense | -17,229.86 |
| | | | JH BENEFIT EE PPE 9/5/19 | 501010 Benefits - Retirement Employee | | 3,542.73 |
| | | | JH BENEFIT ER PPE 9/5/19 | 501015 Benefits - Retirement Employer | | 5,134.92 |
| | | | JH BENEFIT EE PPE 9/19/19 | 501010 Benefits - Retirement Employee | | 3,464.33 |
| | | | JH BENEFIT ER PPE 9/19/19 | 501015 Benefits - Retirement Employer | | 5,087.88 |
| 09/26/2019 | ACH | STERLING HSA | August 2019 HSA | 100010 Wells Fargo Bank | Expense | -1,331.09 |
| | | | September 2019 - Sterling HSA | 501025 Benefits - Sterling HSA | | 1,331.09 |
| 09/27/2019 | ACH | GUARDIAN LIFE INSURANCE CO OF AMERICA | September 2019 Life and LTD insurance | 100010 Wells Fargo Bank | Expense | -944.64 |
| | | | October Life & LTD Insurance | 501035 Benefits - Guardian Life | | 944.64 |
| 09/30/2019 | Wire | MODERN HR, INC. | | 100010 Wells Fargo Bank | Expense | -45,437.56 |
| | | | PPE 9/28/19 | 500000 Salaries - Admin | | 21,457.01 |
| | | | PPE 9/28/19 | 500100 Salaries - Recycling | | 21,711.37 |
| | | | PPE 9/28/19 | 501000 Benefits - Payroll Taxes | | 692.37 |
| | | | PPE 9/28/19 | 501005 Benefits - Workers Comp Ins | | 379.76 |
| | | | PPE 9/28/19 | 501010 Benefits - Retirement Employee | | -3,569.46 |
| | | | PPE 9/28/19 | 501030 Benefits - CPE Fee | | 516.90 |
| | | | PPE 9/28/19 | 500150 Salaries - Car Allowance | | 2,650.00 |
| | | | PPE 9/28/19 | 500200 Salaries - Opt Out Medical | | 1,599.61 |

TOTAL

South Bayside Waste Management Authority

CHECK DETAIL

October 2019

| DATE | NUM | NAME | MEMO/DESCRIPTION | ACCOUNT | TRANSACTION TYPE | AMOUNT |
|-------------------------|------|-----------------------------|---|--|------------------|---|
| 100010 Wells Fargo Bank | | | | | | |
| 10/09/2019 | 1271 | INTERNATIONAL CONTACT, INC. | INV. # I-03958 | 100010 Wells Fargo Bank | Check | -125.00 |
| | | | MFD & Residential Outreach | 5060203 Multi-Family Outreach | | 62.50 |
| | | | MFD & Residential Outreach | 5060205 Residential Outreach Programs | | 62.50 |
| 10/09/2019 | 1272 | BULK HANDLING SYSTEMS (BHS) | Inv# 1905007 | 100010 Wells Fargo Bank | Check | -423,775.00 |
| | | | Optical Sorter Replacement | 6001018 Facilities Improvements - Replace and install Optical Sorter | | 423,775.00 |
| 10/09/2019 | 1273 | JACKSON LEWIS P.C. | Board Counsel: professional services rendered for the month ending July 31, 2019 | 100010 Wells Fargo Bank 502005 Board Counsel | Check | -735.00 735.00 |
| 10/09/2019 | 1274 | SLOAN VAZQUEZ, INC. | Inv# SBWMA-072 Facility improvements: professional services 9/24/19; MRF Modification Equipment Proposal Review | 100010 Wells Fargo Bank 505005 Facility Improvement Oversight | Check | -14,575.00 14,575.00 |
| 10/09/2019 | 1275 | RECOLOGY SAN MATEO COUNTY | Inv# 09302019 PRJ 142 Shoreway Maintenance | 100010 Wells Fargo Bank 507015 Shoreway Facility Cost | Check | -1,024.00 1,024.00 |
| 10/09/2019 | 1276 | SOUTH BAY RECYCLING LLC | INV# 2019-08-v2 Disposal Expense Pass through Disposal Expense MRF Residue Buy Back Temp Staffing Operations O2E Alaska Barrier O2E Trench Plates PRC Pole and Cable DRS Screen Replacement Pump Replacement Shoreway Facility cost Equipment Charges Credit Card Charges Operating expenses | 100010 Wells Fargo Bank 5070105 Disposal & Processing - OTHER 5070105 Disposal & Processing - OTHER 400455 Buyback Payments 507005 Operator Compensation SBR 6001008 Facilities Improvements (SF067) 6001008 Facilities Improvements (SF067) 6001009 Facilities Improvements (SF072) 6001009 Facilities Improvements (SF072) 6001005 Facilities Improvements (SF053) 507015 Shoreway Facility Cost 507030 Shoreway Charges 503005 Bank Fees & Services 507005 Operator Compensation SBR | Check | -2,019,774.91 39,971.91 -41,786.52 -69,696.87 39,527.02 25,792.11 6,566.74 6,258.75 95,546.36 9,036.96 6,798.82 2,224.17 8,658.08 1,751,483.64 |
| 10/09/2019 | 1277 | WELLS FARGO | Acct# 4856 2003 7906 1909 Warranty charged to wrong client; should only be one credit New Desk for Grant/Joanna Biosolids Conference - Joe La Mariana Shelves for new storage space | 100010 Wells Fargo Bank 504005 Computer Purchase for Office 503025 Tenant Improvements 503065 Training 503025 Tenant Improvements | Check | -5,475.68 -1,500.00 1,202.38 205.00 459.77 |

| DATE | NUM | NAME | MEMO/DESCRIPTION | ACCOUNT | TRANSACTION TYPE | AMOUNT |
|------------|------|-----------------------------------|---|--|------------------|-----------------------------|
| | | | Computer purchase | 504005 Computer Purchase for Office | | 2,011.56 |
| | | | Veridesk purchase | 503025 Tenant Improvements | | 983.26 |
| | | | Office Supplies | 503030 Office Supplies | | 34.73 |
| | | | RRD Day Posters | 5060206 Community Events | | 169.51 |
| | | | Office Improvements | 503025 Tenant Improvements | | 280.00 |
| | | | Training - Grant Ligon | 503065 Training | | 224.25 |
| | | | New Filing Cabinet for Joanna | 503025 Tenant Improvements | | 219.54 |
| | | | Dock Replacement | 504005 Computer Purchase for Office | | 220.17 |
| | | | Chairs for new employees and fix chairs in conference room | 503025 Tenant Improvements | | 785.66 |
| | | | Community Event Give aways | 5060206 Community Events | | 93.71 |
| | | | Office supplies | 503030 Office Supplies | | 8.14 |
| | | | Tour Scheduling Software | 507035 Education Center Operations | | 78.00 |
| 10/09/2019 | 1278 | Comcast | Acct# 8155 20 033 0447972 Utilities; services from Sep 29, 2019 to Oct 28, 2019 | 100010 Wells Fargo Bank 503020 Utilities & Phone | Check | -255.81 255.81 |
| 10/09/2019 | 1279 | JOE LA MARIANA | 09242019 San Carlos Finance and SBWMA lunch mtg Wall mount, cork materials; cork board | 100010 Wells Fargo Bank 503060 Conferences & Meetings 503025 Tenant Improvements | Check | -663.75 275.51 388.24 |
| 10/09/2019 | 1280 | COMCAST BUSINESS | Inv. #88355846 Phone; 9/14/19 | 100010 Wells Fargo Bank 503020 Utilities & Phone | Check | -354.41 354.41 |
| 10/09/2019 | 1281 | THE OFFICE CITY | Inv# IN-1600528 OFFICE SUPPLIES | 100010 Wells Fargo Bank 503030 Office Supplies | Check | -147.84 147.84 |
| 10/09/2019 | 1282 | THE OFFICE CITY | Inv# IN-1601076 OFFICE SUPPLIES | 100010 Wells Fargo Bank 503030 Office Supplies | Check | -68.91 68.91 |
| 10/09/2019 | 1283 | FEDEX | Inv# 6-744-02563 Office Supply - To CAEATFA | 100010 Wells Fargo Bank 503030 Office Supplies | Check | -30.46 30.46 |
| 10/09/2019 | 1284 | ADELE HALILI | 09212019 Office Supply | 100010 Wells Fargo Bank 503030 Office Supplies | Check | -69.91 69.91 |
| 10/09/2019 | 1285 | STEVEN SHERMAN CONSULTING | Inv# 2019-09-SBWMA-PSA17-01 Long Range Plan | 100010 Wells Fargo Bank 5060051 Diversion; Zero Waste Programs | Check | -1,837.50 1,837.50 |
| 10/09/2019 | 1286 | AARONSON DICKERSON COHN & LANZONE | Inv# 919045-SB R Board Counsel - September 2019 | 100010 Wells Fargo Bank 502005 Board Counsel | Check | -9,246.00 9,246.00 |
| 10/09/2019 | 1287 | GLEICHER LAW OFFICE PC | Inv# 201907SBWMADU Board Counsel; professional services July - August 2019 | 100010 Wells Fargo Bank 502005 Board Counsel | Check | -13,387.50 13,387.50 |
| 10/09/2019 | 1288 | E-RECYCLING OF CALIFORNIA | Inv. #86670 E-RECYCLING EVENTS - Menlo Park Corp Yard 9/21/19 | 100010 Wells Fargo Bank 506030 Shred Event Svcs (pass thru) | Check | -1,143.23 1,143.23 |
| 10/09/2019 | 1289 | E-RECYCLING OF CALIFORNIA | Inv. #86573 E-RECYCLING - Load out | 100010 Wells Fargo Bank 400400 E-Recycling Revenue | Check | -1,851.06 -1,851.06 |

| DATE | NUM | NAME | MEMO/DESCRIPTION | ACCOUNT | TRANSACTION TYPE | AMOUNT |
|------------|------|-----------------------------------|---|---|------------------|-------------------|
| | | | 9/16/19 | | | |
| 10/09/2019 | 1290 | E-RECYCLING OF CALIFORNIA | Inv. #86671 | 100010 Wells Fargo Bank | Check | -1,133.40 |
| | | | E-RECYCLING - Load out 9/20/19 | 400400 E-Recycling Revenue | | -1,133.40 |
| 10/09/2019 | 1291 | E-RECYCLING OF CALIFORNIA | Inv. #86669 | 100010 Wells Fargo Bank | Check | -426.16 |
| | | | E-RECYCLING - Load out 9/11/19 | 400400 E-Recycling Revenue | | -426.16 |
| 10/09/2019 | 1292 | SPECIALTY'S CAFE & BAKERY | INV. #T2423-22443338 | 100010 Wells Fargo Bank | Check | -196.96 |
| | | | Office Lunch mtg | 503060 Conferences & Meetings | | 196.96 |
| 10/09/2019 | 1293 | SPECIALTY'S CAFE & BAKERY | INV. #T2423-22492431 | 100010 Wells Fargo Bank | Check | -112.70 |
| | | | Board meetings | 502010 Board Administration | | 112.70 |
| 10/09/2019 | 1294 | Sequoia Electric Co | 9/27/18 office improvements | 100010 Wells Fargo Bank 503025 Tenant Improvements | Check | -822.52 822.52 |
| 10/09/2019 | 1295 | COMMON GOAL CONSULTING GROUP, INC | Inv# 003 | 100010 Wells Fargo Bank | Check | -3,637.50 |
| | | | Project Structure Development and Construction Project Management Plan Services; 9/1/19-9/30/19 | 505005 Facility Improvement Oversight | | 3,637.50 |
| 10/09/2019 | 1296 | NATURAL SETTINGS CORPORATION | Inv# 105060 | 100010 Wells Fargo Bank | Check | -555.00 |
| | | | Office Supplies | 503030 Office Supplies | | 555.00 |
| 10/09/2019 | 1297 | Shred-It USA | INV. #8128161348 | 100010 Wells Fargo Bank | Check | -1,335.78 |
| | | | Collection events - Hillsborough 6/15/19 | 506030 Shred Event Svcs (pass thru) | | 1,335.78 |
| 10/09/2019 | 1298 | KBA DOCUMENT SOLUTIONS LLC | Inv. #6561836 | 100010 Wells Fargo Bank | Check | -548.70 |
| | | | Office Equipment Costs | 503035 Office Equipment Costs | | 548.70 |
| 10/09/2019 | 1299 | KBA DOCUMENT SOLUTIONS, LLC | Inv. #55Y1018305 | 100010 Wells Fargo Bank | Check | -473.09 |
| | | | Office Equipment Costs | 503035 Office Equipment Costs | | 473.09 |
| 10/09/2019 | 1300 | LANALERT, INC. | Inv# 1101 | 100010 Wells Fargo Bank | Check | -7,586.26 |
| | | | IT quarterly support | 502020 IT Support | | 7,586.26 |
| 10/09/2019 | 1301 | RISK STRATEGIES COMPANY | Inv# 2308112 | 100010 Wells Fargo Bank | Check | -1,324.00 |
| | | | Shoreway Insurance; 9/28/19 - renew policy | 507020 Insurance Shoreway | | 1,324.00 |
| 10/09/2019 | 1302 | RISK STRATEGIES COMPANY | Inv# 2308401 | 100010 Wells Fargo Bank | Check | -47,030.00 |
| | | | D + O Insurance | 503000 D&O Insurance | | 47,030.00 |
| 10/09/2019 | 1303 | CITY OF MODESTO | Inv# 104738 | 100010 Wells Fargo Bank | Check | -25.00 |
| | | | Conferences & meetings - 10/3/19 | 503060 Conferences & Meetings | | 25.00 |
| 10/09/2019 | 1304 | SCAPES INC | Inv# 19228 | 100010 Wells Fargo Bank | Check | -315.00 |
| | | | Shoreway Facility Cost - September 2019 Monthly | 507015 Shoreway Facility Cost | | 315.00 |

| DATE | NUM | NAME | MEMO/DESCRIPTION | ACCOUNT | TRANSACTION TYPE | AMOUNT |
|------------|----------|---------------------------------------|--|--|------------------|---|
| | | | Maintenance | | | |
| 10/09/2019 | 1305 | AT&T | Acct. #650-596-7146-704-9 Shoreway Maintenance | 100010 Wells Fargo Bank 507015 Shoreway Facility Cost | Check | -747.38 747.38 |
| 10/09/2019 | 1306 | SOUTH BAY RECYCLING LLC | INV# 2019-07-v2a Temp Staffing SBR | 100010 Wells Fargo Bank 507005 Operator Compensation SBR | Check | -35,401.47 35,401.47 |
| 10/09/2019 | 1307 | E-RECYCLING OF CALIFORNIA | Inv. #86757 E-RECYCLING - Load out 9/27/19 | 100010 Wells Fargo Bank 400400 E-Recycling Revenue | Check | -1,827.21 -1,827.21 |
| 10/10/2019 | ACH | UNITED HEALTH CARE | Medical insurance 10/1/19- 10/31/19 | 100010 Wells Fargo Bank 501020 Benefits - Medical | Expense | -2,102.87 2,102.87 |
| 10/11/2019 | Bank fee | WELLS FARGO | September 2019 Client Analysis Service Charge | 100010 Wells Fargo Bank 503005 Bank Fees & Services | Expense | -342.72 342.72 |
| 10/15/2019 | Payroll | MODERN HR, INC. | PPE 10/12/19 PPE 10/12/19 PPE 10/12/19 PPE 10/12/19 PPE 10/12/19 PPE 10/12/19 | 100010 Wells Fargo Bank 500000 Salaries - Admin 500100 Salaries - Recycling 501000 Benefits - Payroll Taxes 501005 Benefits - Workers Comp Ins 501010 Benefits - Retirement Employee 501030 Benefits - CPE Fee | Expense | -44,101.06 21,456.99 24,793.93 879.12 369.61 -4,070.56 671.97 |
| 10/16/2019 | ACH | JOHN HANCOCK USA | 457 Plan 1st Quarter Fee 401A Plan 1st Quarter Fee | 100010 Wells Fargo Bank 501015 Benefits - Retirement Employer 501015 Benefits - Retirement Employer | Expense | -1,722.95 809.83 913.12 |
| 10/18/2019 | ACH | STERLING HSA | August 2019 HSA October 2019 - Sterling HSA | 100010 Wells Fargo Bank 501025 Benefits - Sterling HSA | Expense | -2,193.59 2,193.59 |
| 10/23/2019 | 1308 | THE GRANT FARM | Inv# MV-935 Grant funding; CAEATFA: Mark Filimonov 9/1/19-9/30/19 | 100010 Wells Fargo Bank 5060051 Diversion; Zero Waste Programs | Check | -132.50 132.50 |
| 10/23/2019 | 1309 | AT&T | Acct. #650-596-7146-704-9 Shoreway Maintenance; monthly service Oct 13 thru Nov 12 | 100010 Wells Fargo Bank 507015 Shoreway Facility Cost | Check | -761.50 761.50 |
| 10/23/2019 | 1310 | NEWBY ISLAND COMPOST - 4278A | INV. #4278-100005775 DISPOSAL NEWBY SEPTEMBER 2019 | 100010 Wells Fargo Bank 5070102 Disposal & Processing - NEWBY | Check | -271,005.54 271,005.54 |
| 10/23/2019 | 1311 | RECOLOGY BLOSSOM VALLEY ORGANICS-N | Inv. #190930 DISPOSAL-BVO - SEPTEMBER 2019 | 100010 Wells Fargo Bank 5070103 Disposal & Processing - BVON | Check | -217,260.63 217,260.63 |
| 10/23/2019 | 1312 | ZANKER RECYCLING | Inv. #201909369 DISPOSAL ZANKER - SEPTEMBER 2019 | 100010 Wells Fargo Bank 5070104 Disposal & Processing - ZANKER | Check | -305,685.09 305,685.09 |
| 10/23/2019 | 1313 | S. Groner and Associates (SGA) | INV. #2231 | 100010 Wells Fargo Bank | Check | -1,660.25 |

| DATE | NUM | NAME | MEMO/DESCRIPTION | ACCOUNT | TRANSACTION TYPE | AMOUNT |
|------------|------|--------------------------------|--|---|------------------|---------------------------|
| | | | WEBSITE | 502025 Website Support | | 1,660.25 |
| 10/23/2019 | 1314 | S. Groner and Associates (SGA) | INV. #2230 Residential | 100010 Wells Fargo Bank 5060205 Residential Outreach Programs | Check | -18,192.75 9,096.38 |
| | | | multifamily outreach | 5060203 Multi-Family Outreach | | 9,096.37 |
| 10/23/2019 | 1315 | HF&H CONSULTANTS LLC | Inv. #9716662 Recycling Technical Assistant | 100010 Wells Fargo Bank 505015 Recycling Technical Assistance | Check | -15,510.00 15,510.00 |
| 10/23/2019 | 1316 | HF&H CONSULTANTS LLC | Inv. #9716652 Rate Review; project# S3976 - Professional Services Aug 1 2019 to Aug 31, 2019 | 100010 Wells Fargo Bank 505000 Rate Review | Check | -2,820.00 2,820.00 |
| 10/23/2019 | 1317 | JACKSON LEWIS P.C. | Inv# 7404241 Board Counsel: professional services rendered for the month ending August 31, 2019 | 100010 Wells Fargo Bank 502005 Board Counsel | Check | -2,310.00 2,310.00 |
| 10/23/2019 | 1318 | CITY OF SAN CARLOS | Inv# 14778 Community Room Rental; 3rd quarter Jul-Sep 2019 Library Rent | 100010 Wells Fargo Bank 503010 Rent | Check | -122.00 122.00 |
| 10/23/2019 | 1319 | ANAERGIA TECHNOLOGIES LLC | Inv. #IN000000061 O2E Pilot | 100010 Wells Fargo Bank 6001008 Facilities Improvements (SF067) | Check | -300,000.00 300,000.00 |
| 10/23/2019 | 1320 | DRYCO CONSTRUCTION INC | Inv# 20588 PRC Reconfiguration | 100010 Wells Fargo Bank 6001009 Facilities Improvements (SF072) | Check | -12,282.50 12,282.50 |
| 10/23/2019 | 1321 | DRYCO CONSTRUCTION INC | Inv# 20097 PRC Reconfiguration | 100010 Wells Fargo Bank 6001009 Facilities Improvements (SF072) | Check | -28,671.00 28,671.00 |
| 10/23/2019 | 1322 | Shred-It USA | INV. #8128161348 Office Supply | 100010 Wells Fargo Bank 503030 Office Supplies | Check | -129.75 129.75 |
| 10/23/2019 | 1323 | HF&H CONSULTANTS LLC | Inv. #9716650 Financial Analysis; Aug 1, 2019 to Aug 31, 2019 | 100010 Wells Fargo Bank 5050105 Finance Analysis Report | Check | -2,523.75 2,523.75 |
| 10/23/2019 | 1324 | E-RECYCLING OF CALIFORNIA | Inv. #86988 E-RECYCLING - Load out 10/9/19 | 100010 Wells Fargo Bank 400400 E-Recycling Revenue | Check | -507.74 -507.74 |
| 10/23/2019 | 1325 | E-RECYCLING OF CALIFORNIA | Inv. #86894 E-RECYCLING - Load out 10/4/19 | 100010 Wells Fargo Bank 400400 E-Recycling Revenue | Check | -1,686.16 -1,686.16 |
| 10/23/2019 | 1326 | E-RECYCLING OF CALIFORNIA | Inv. #86914 E-RECYCLING - Load out 9/30/19 | 100010 Wells Fargo Bank 400400 E-Recycling Revenue | Check | -582.47 -582.47 |
| 10/23/2019 | 1327 | E-RECYCLING OF CALIFORNIA | Inv. #87047 E-RECYCLING - Load out | 100010 Wells Fargo Bank 400400 E-Recycling Revenue | Check | -1,751.59 -1,751.59 |

| DATE | NUM | NAME | MEMO/DESCRIPTION | ACCOUNT | TRANSACTION TYPE | AMOUNT |
|------------|----------------|--|---|---|------------------|---------------------------|
| | | | 10/14/19 | | | |
| 10/23/2019 | 1328 | E-RECYCLING OF CALIFORNIA | Inv. #86938 | 100010 Wells Fargo Bank | Check | -614.48 |
| | | | E-RECYCLING - Load out 10/7/19 | 400400 E-Recycling Revenue | | -614.48 |
| 10/23/2019 | 1329 | CITY OF SAN CARLOS | Inv# 14682 Rent - October 2019 | 100010 Wells Fargo Bank 503010 Rent | Check | -4,730.53 4,730.53 |
| 10/23/2019 | 1330 | A+ LIVESCAN SERVICES | Inv# 6679 Office supplies; fingerprinting roll fee | 100010 Wells Fargo Bank 503030 Office Supplies | Check | -105.00 105.00 |
| 10/23/2019 | 1331 | BFI OF CALIFORNIA INC Ox Mtn Landfill - 4227 | Inv. #4227-000054919-R | 100010 Wells Fargo Bank | Check | -742,419.31 |
| | | | DISPOSAL OX MTN. - SEPT 2019 | 5070101 Disposal & Processing - OX | | 742,419.31 |
| 10/23/2019 | Wire | CITY OF SAN CARLOS | September 2019 Franchise Fee | 100010 Wells Fargo Bank 507055 Franchise Fee to the City of San Carlos | Expense | -186,163.81 186,163.81 |
| 10/29/2019 | Payroll | MODERN HR, INC. | PPE 10/26/19 | 100010 Wells Fargo Bank | Expense | -50,069.80 |
| | | | PPE 10/26/19 | 500000 Salaries - Admin | | 22,360.85 |
| | | | PPE 10/26/19 | 500100 Salaries - Recycling | | 29,516.81 |
| | | | PPE 10/26/19 | 501000 Benefits - Payroll Taxes | | 1,215.57 |
| | | | PPE 10/26/19 | 501005 Benefits - Workers Comp Ins | | 414.58 |
| | | | PPE 10/26/19 | 501010 Benefits - Retirement Employee | | -4,161.67 |
| | | | PPE 10/26/19 | 501030 Benefits - CPE Fee | | 723.66 |
| 10/30/2019 | Life & LTD Ins | GUARDIAN LIFE INSURANCE CO OF AMERICA | September 2019 Life and LTD insurance | 100010 Wells Fargo Bank | Expense | -994.24 |
| | | | November Life & LTD Insurance | 501035 Benefits - Guardian Life | | 994.24 |

TOTAL

STAFF UPDATE

Potential Future Board Agenda Items *(Meetings at San Carlos Library Conference Room)*

December 2019 – No Meeting

January 30, 2020*

- Election of Board Chair and Vice Chair for 2020
- Resolution Approving FY18/19 Financial Audit by Maze and Associates
- Resolution Approving Mid-Year Budget
- Resolution Approving a contract for 2020 Bussing Services (Mid-Year Budget Adjustment)
- Resolution Approving Revised SBWMA Purchasing Policy
- Resolution Approving Member Agency Bond Allocation Methodology
- Resolution Approving the 2020 SBWMA Long Range Plan
- Resolution Approving Job Order Contract (JOC) System
- Resolution Approving Group Procurement Partnership (Sourcewell/CMASS)
- Discussion on Buyback Center—cost/benefit analysis of options
- Discussion on 3-Year Professional Services Agreements Ending in 2020
- Update on Alternative Fuel Discussions with Recology San Mateo County

February 27, 2020*

- Resolution Approving Contract for Transfer Station Tipping Floor Repairs
- Resolution Approving Contract for Transfer Station Pump Replacement
-

March 26, 2020*

- Resolution Approving Work Plan to transition from Fiscal Year to Calendar Year Accounting Systems beginning January 21, 2021
- Resolution Approving SB1383 Implementation Plan

April 23, 2020*

- Presentation of Draft FY12020/2021 SBWMA Operating Budget
- Approval of Calendar Year Financial Statements 2019

May 28, 2020*

- Resolution Approving of 6 – Month FY2020/2021 SBWMA Operating Budget
- Resolution Approving Organics-to-Energy Pilot Phase II Equipment
- Resolution Approving Contract Extension for Legislative Advocacy services

June 25, 2020*

- Review of MRF Phase I Project

- Approval of 3-Year Contract for Outsourced IT Services with DTE Networks
- Approval of 3-Year Contract for Legal Counsel Services with Aaronson Dickerson Cohn and Lanzone
- Approval of a 3-Year Contract for Website hosting and Technical Assistance
- Approval of a Contract for Construction Management Services

July 23, 2020*

TBD

August 2020 – No Meeting*

September 24, 2020*

- Closed Session Executive Director Performance Evaluation
- Resolution Approving Recology San Mateo County 2021 Compensation Application
- Resolution Approving South Bay Recycling 2021 Compensation Application
- Calendar Year 2021 Draft Budget Review
- Organics-to-Energy Pilot Results
- Approval of CIP Organics to Energy Scale Up
- 2019 Rate Survey
- Approval of MRF Phase II Equipment Purchase
- MRF Phase I Equipment Upgrades Update

October 22, 2020*

TBD

November 19, 2020*

- Board and TAC Annual Holiday Lunch before the Board Meeting
- Closed Session: Labor Negotiations Unrepresented Employees 2020 Merit Pool
- Resolution Approving a Contract Extension with EEC for Legislative Lobbyist Services
- 2021 Calendar Year Tip Fee Review
- CY 2021 Final Budget Approval

December 2020 – No Meeting*

*2020 Board Meeting Dates to be approved at the November 21, 2019 Board Meeting