Rethink waste
South Bayside Waste Management Authority

A Public Agency

CONSENT CALENDAR

Agenda Item 4

DRAFT MINUTES

RETHINKWASTE
SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY
MEETING OF THE BOARD OF DIRECTORS
February 27, 2025– 2:00 p.m.
RethinkWaste Administrative Offices
1245 San Carlos, Ave. Suite E San Carlos, CA 94070

Call to Order: 2:01 PM

1. Roll Call

Agency	Present	Absent	Agency	Present	Absent
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	
Menlo Park	X				

Alternate Member Peter Stevenson Attended representing Burlingame.

Chair Rak welcomed everyone to the first meeting of the year and welcomed the new board members.

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. ***Speakers may also submit comments via email prior to the meeting by sending those comments to rethinker@rethinkwaste.org.***

None

3. Executive Director's Report

Executive Director La Mariana welcomed all the new members and returning members to the meeting. He noted that staff had two very successful orientation sessions with new board members, and he thanked them for making the time. He also thanked the new Mayors and Vice/Deputy Mayors serving on the RethinkWaste board for their service to the community. He then gave the following announcements.

- He requested cell phone numbers for each of the board members for emergency purposes only and to be used regarding agency business.
- Two years ago, there was very significant flooding at the facility, which required emergency action. We are now

starting to receive reimbursements from FEMA.

- The underground storage tank replacement project is now complete, and he thanked SBI and Recology staff for their partnership and flexibility during the operational challenges during the construction. He noted that the project was mandated even though it was replacing old fueling technology.
- The Fike water cannon fire suppression system is now fully installed, and he thanked the Board for their action in approving this new application of existing technology.
- The trash to art contest is now active and projects are due March 28.
- The annual Board and TAC retreat is on March 27 at 12N at the Belmont Sports Complex.
- He noted that going forward we will be referring to the Agency as RethinkWaste in all public facing outreach and correspondence, we will no longer be using the SBWMA acronym except on formal contractual documents.
- The agency is co-sponsoring California Assembly Bill 762 which will, if signed into law, ban disposable vapes. It is important to RethinkWaste because the embedded batteries are a serious fire risk to the facility and worker safety.
- SBI has received one of the very first all-electric roll-off trucks in the nation, and he thanked them for their commitment to the agency's and member agency's Climate Action Plan GHG emission goals.
- The education team has proposed via a presentation at the TAC meeting that the agency work towards providing reusable food ware for school lunches, so be on the lookout for a future decision item on this.

Chair Rak noted regarding the retreat tour will help provide important firsthand knowledge that will lead to some major decisions regarding the future of the facility that will need to be made over the next few years.

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 the Minutes of November 21, 2024, Board of Directors Meeting
B. Resolution Approving the Appointment of former Board Member Al Royse as a Citizen At Large member of the Finance Committee for a one-year term.
C. Resolution Authorizing the Material Recovery Facility (MRF) Harris Baler Refurbishment Project at a Not to Exceed amount of $184,475.
D. Approval of the Quarterly Investment Report for the Quarter Ending December 31, 2024

Member Loraine pulled item 4B.

Motion/Second: Romero/Dehn on items A, C, &D
Voice Vote: 10-0-0-1

Agency	Yes	No	Abstain	Absent	Agency	Yes	No	Abstain	Absent
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			
Menlo Park	X								

Discussion on agenda item 4B

Member Loraine commented that he didn't oppose it, but he doesn't feel this is the best practice and in a perfect world there would be mentorship and institutional knowledge sharing so that someone doesn't need to be brought out of retirement. He would like to have a discussion around how we can go about the process of committee change over time without needing a member at large position appointment. He noted that he would have suggestions at agenda item 5B for formalizing committee appointments going forward.

Chair Rak asked for confirmation that appointment former Board Member Royse to the committee would not create any Brown Act issues.

Counsel Savaree answered there were no Brown Act Issues.

Member Dehn commented that she liked the idea of a mentorship program particularly for committees that don't meet as regularly.

Motion/Second: Romero/Loraine on B
Voice Vote: 10-0-0-1

Agency	Yes	No	Abstain	Absent	Agency	Yes	No	Abstain	Absent
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			
Menlo Park	X								

5. Administration and Finance

A. Election of RethinkWaste Board of Director's Chair and Vice Chair for 2025

Chair Rak opened the floor for nominations for chair for 2025.

Member Romero nominated Member Rak for a second term as RethinkWaste Chair.

Chair Rak closed nominations and called for a vote.
Voice Vote: All in favor

Agency	Yes	No	Abstain	Absent	Agency	Yes	No	Abstain	Absent
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			
Menlo Park	X								

Chair Rak then opened nominations for Vice Chair.

Staff Urman read a statement from Member Brownrigg expressing his interest in remaining on for a second year as Vice Chair and apologizing for his required absence from the meeting.

Member Loraine nominated Member Brownrigg for a second term as Vice Chair.

Chair Rak closed nominations and called for a vote.
Voice Vote: All in favor

Agency	Yes	No	Abstain	Absent	Agency	Yes	No	Abstain	Absent
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			
Menlo Park	X								

B. Resolution Approving 2025 RethinkWaste Committee Appointments

Chair Rak gave an overview noting that Member Schmidt had already volunteered for an open spot of the Legislative Committee, and Member Kiesel had volunteered for the Finance Committee, and there were a couple of spots left - one on the Legislative Committee and a couple of positions on the Public Education Committee.

Member Sturken volunteered to serve on the public education committee.

Member Loraine asked if there was room for all three members on the Finance Committee with Member Kiesel included on the committee.

Chair Rak noted that Ex Officio Member Royse would not be a voting member so there would be 4 board members on the committee which would be fine.

Member Loraine asked if there was discussion on the Finance Director opening on the Finance Committee.

Executive Director La Mariana noted that staff has reached out to Burlingame Finance Director Helen Yu-Scott who is a TAC alternate member who is interested in serving on the committee, but if there are others interested now would be the time to bring those names forward.

Member Loraine noted that the Finance Committee description in the packet states that those staff positions are TAC members but in practice they are not TAC members.

Staff Urman noted that per Member Loraine's email prior to the meeting the staff report had been revised to reflect this practice. Originally the staff committee positions were intended to be TAC member positions, but in the case of the Finance Committee in particular, it is very helpful for staff to have Senior level Finance staff in advisory capacity at the committee.

Member Loraine proposed formalizing the process of asking those interested in serving on committees so that staff isn't reaching out but asking the entire committee so that everyone is well informed about opportunities to serve. He also reiterated the idea of starting a mentorship/buddy program around the committee work so that each Board member who has been serving for at least a year can help new members. He suggested that this process be discussed with the Executive Committee.

Member Dehn asked if Member Loraine would be more comfortable voting on the Finance Committee in particular at the next meeting.

Staff Urman added that if the Finance Committee wasn't voted on today, they would not be able to meet in March as planned.

Chair Rak commented that with regard to positions that aren't Board Members staff will put an open solution to TAC members and Finance Directors for interest in serving.

Member Loraine commented that he was fine with the staff recommendations but would like to look at formalizing the process even further next time.

Chair Rak noted that he and Vice Chair Brownrigg would meet and discuss improvements to the non-board members nominations process, and he would work with Member Loraine to firm up the process.

Member Loraine motioned to approve staff's recommendation with an amendment to the Finance Committee of Helen Yu-Scott Finance Director of Burlingame.

Member Romero seconded the motion.

Voice Vote: 11-0-0-1

Agency	Yes	No	Abstain	Absent	Agency	Yes	No	Abstain	Absent
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			
Menlo Park	X								

6. Collection and Recycling Program Support and Compliance

No Items

7. Shoreway Operations and Contract Management

A. Resolution Authorizing the Payment of $357,191.18 to SBI for the Replacement of the Material Recovery Facility (MRF) Screen Disks

Staff Gans gave an overview of the staff report and historical and technical background of how maintenance repair items are designated in the operations contract. He explained that the sorting equipment is owned by RethinkWaste, and the Agency hires the contractor to maintain it. Maintenance items that are less than $10,000 are paid for by the contractor, items over $10,000 the contractor pays the first $10,000 and the agency then covers the costs above $10,000. He explained that generally, an item like replacing the disks would be under $10,000 and, therefore, the contractor would pay it. However, when SBI started their operation contract at the beginning of 2024, there was substantial existing wear on the MRF Disks because SBR did not replace the screen disks as part of the normal plant preventive maintenance. This wear, combined with wear from SBI's operation of the MRF sort system during their first 14 months of operations, have accumulated into an immediate need for mass replacement of the disks. He noted that staff is proposing a 1/3 (SBI) to 2/3 (Agency) split of the full replacement for all the discs to account for the portion of wear that occurred prior to SBI contract commencement. 66% is proposed to be paid by RethinkWaste while the share of wear from SBI's operations since January 2024 would be 33%.

Executive Director La Mariana noted that, so it's clear, this is a one-time transition cost because of the turnover of the contractor, going forward this cost will be the responsibility of SBI.

Member Stevenson noted that if the contractor had done proper due diligence on the wear of the facility, it seemed they should have known about this issue and factored it into their bid and called it out in the bid process.

Member Romero commented that this is a due diligence issue and agreed with Member Stevenson that it's a failure on SBI's part on their due diligence.

Member Dehn asked for further explanation on what is considered a screen, is it an individual item or a collective item if one is only $24, and she asked legal to give direction on how we avoid further requests like this in the future.

Staff Gans answered that these screens are replaced on a rotating basis every day, because there are so many of them, and they wear out frequently. They are in a category of material that definitely falls under the responsibility of the contractor. It's only because of the contractual change of operators that this issue is coming forward to the board.

Member Kiesel noted that the staff report states that SBI failed to maintain the discs and asked if there is anything else that they failed to do that we know of.

Staff Gans answered that staff thinks we are aware of everything at this point, but at the end of the agreement the company clearly withdrew staffing to the point that there was a lot of deferred maintenance.

Member Kiesel expressed concern that staff would come back to the board in the future with additional items that failed to be maintained by the previous contractor.

Counsel Savaree noted that there is no dispute on the contract language on the part of the contractor, this is a onetime accommodation and a unique circumstance.

Chair Rak asked what was SBI aware of regarding facility maintenance during the RFP process.

Staff Gans answered that all of the contractors that were bidding were given ample opportunity to view the facilities and equipment and spend a lot of time in the facility. He added that outside consultants reviewed the condition of the equipment ahead of time and gave their report to the bidders as well, so everyone should have known the condition of the equipment.

Chair Rak asked if there was any recourse with SBI for not maintaining the equipment as part of their funding.

Counsel Savaree noted that the Agency could file a complaint with them that they were in breach of contract, but that usually leads to litigation.

Member McCune asked how many discs are being replaced noting the cost per disk was so low that the total amount of compensation seems to cover more than one set of disks, as this is enough money for 10,000 disks, which is well more than one set of disks.

Staff Gans answered that there are different size disks ranging in price points, there is labor to replace the disks as well.

Member Mueller asked if $350,000 would have made a difference in the bid evaluation, and if this was a change order for the life of the contract.

Staff Gans answered no it was a $1M spread between bidders, and this is a one-time request not an ongoing cost.

Member Mueller asked if there would be language added to the contract that RethinkWaste would not be obligated to pay this again in the future.

Counsel Savaree noted that the contract language is already clear that this is not an obligation of RethinkWaste, so we don't need to change the contract language.

Member McCune noted that he was inclined not to support this based on the information provided, there needs to be more analysis by staff to show that this was something that they could not have known and included in their bid, and at most it should be just one set of discs for the whole facility.

Member Romero agreed and asked staff to investigate what RethinkWaste required the bidders to analyze before the bid and was worried about setting a precedent that SBI could come back to the Board with more items of this nature.

Member Loraine asked for clarification on what splitting the cost means for rate payers.

Staff Gans answered that the contractor operates the facility at a fixed cost per ton, that only increases annually based on indexing, so regardless of if their costs increase, they can't ask for more money. So, the only way it will affect rates is if it's approved because that would make it an extra operating cost.

Member Loraine asked why the report recommends using some of the green bond money versus equipment replacement or other fund options.

Executive Director La Mariana stated there are options, but when reserve funds are used there is a direct rate impact because it comes out of the operation costs. The green bond is a separate fund, and this project does qualify for green bonds so there would be no rate impact. He added that it would mean that there is $357,000 less in the fund for other planned projects.

Member Mueller commented that he supported staff's recommendation based on the fact that it didn't make a difference in the bid overall, the fact that staff has worked with the contractor closely on this issue, but asked legal

counsel to draft a letter to the contractor that their due diligence period is over and no other requests of this nature will be considered.

Member Sturken asked if it would be worthwhile going back to SBR to recover these costs.

Executive Director La Mariana answered that staff considered it, and at the end of the day staff thought this would be the fairest path forward. He also noted that going that route would have significant legal costs, and there is something to be said for maintaining a positive relationship with SBR since they are 60% owned by the hauler Recology.

Member Loraine asked how the 1/3 vs 2/3 split was determined.

Staff Gans explained that the assessment of the disks concluded that they last two years, and the assessment was done eight months into the contract, so based on the fact they SBI had only used the disks for 1/3 of their useful life the split was recommended.

Member Sturken asked what additional costs would incur if this was not approved today.

Staff Gans answered if there is further delay in replacing the disks the machines will sort recyclables less effectively and more recoverable material will be lost, so both revenue recovery and diversion are lost.

Member Dehn commented that each of the bidders were given the opportunity to evaluate the facility during the bidding process, and that she was not in favor of moving this item forward.

Chair Rak noted that regardless of how this issue is resolved he agreed with Member Mueller that there should be some finality notice given to the contractor about not coming back for further reimbursement. He also asked for a reminder about the instances in the contract when SBI can ask for a true up of costs.

Executive Director La Mariana answered that there are two instances of a true up in the contract, but both are limited to labor negotiations with the collective bargaining agreements and are only in year three and year six.

Chris Valbusa COO of SBI, pointed out that the pre-bid tour was two years before commencement of the contract. In late 2023 and a full facility inspection was provided by a third party, and in that report, it was apparent that there was deferred maintenance, and these were brought up with RethinkWaste. He noted that SBI has a pretty healthy maintenance budget and that they have done an outstanding job improving deferred maintenance and maintaining the facility. He asked the board for their consideration to share this deferred maintenance cost.

Member Romero expressed concern that there were other items of deferred maintenance that might then need to be additionally considered at the Board level.

Chris Valbusa gave examples of how they go above and beyond to maintain the facility. He noted that there was a significant list of deferred maintenance items that have been worked through with RethinkWaste staff, and this is the single biggest cost item with the question of whether this be contractor or should this be the Authority. He noted that had the facility been thoroughly maintained in the time between the pre bid inspection and the commencement of SBI's contract we wouldn't be standing here today, and he was not aware of any remaining maintenance costs.

Chair Rak asked SBI to explain the differential between the total reimbursement request being more than the one replacement cost for one set of disks.

Chris Valbusa answered that there are other elements in the price, not just the tire disks, like replacement shafts.

Member Romero asked if this was proprietary equipment because it seems to be sole sourced.

Staff Gans answered that the disks are proprietary and if you introduce third party parts into the equipment it invalidates the warranty, but the labor could be bid out.

Member Romero commented that there have been a number of capital issues that have needed to be addressed while he has been on the board, and the green bond money is a bond, it's still the public's money, and he thinks the Board needs to ask for more due diligence, because he couldn't in good conscience spend the rate payers money with the information as presented. He asked to see the full third-party analysis that was completed in 2023.

Member Romero made a motion to table this discussion to the next meeting and ask staff to provide more details and analysis.

Member McCune seconded the motion.

Discussion:

Member Sturken asked for a cost benefit analysis for lost revenue because of the delay in replacing the disk as well as any increase in costs to replace the disks by tabling the motion.

Member Dehn asked if regardless of when the decision was made the disks would be purchased and maintained the only decision is if there is cost sharing or not.

Member Mueller asked when the issue was identified.

Executive Director La Mariana answered that this was first identified 8 months ago and explained the timeline.

Member Sturken asked if SBI would be open to a different cost share.

Chris Valbusa answered that SBI feels like they have already negotiated in good faith with RethinkWaste, and we feel pretty strongly about the split that's been negotiated.

Roll Call Vote to table to the next meeting.
Voice Vote: 7-3-0-4

Agency	Yes	No	Abstain	Absent	Agency	Yes	No	Abstain	Absent
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		
Menlo Park	X								

8. Public Education, Outreach and Legislation

a. Resolution Approving the 2025-2026 Legislative and Regulatory Platform

Staff Au gave an overview of the staff report and noted that this would be the Agency's 5th Legislative Platform, and it was discussed at the December Legislative Committee meeting and based on that feedback this version of the Legislative Platform which will cover 2 calendar years.

Member Mueller stepped out of the meeting momentarily at 3:44PM.

Member Loraine appreciated that it's a lot simpler to read and better than the 11 priorities previously listed.

Motion/Second: Sturken/Loraine
Voice Vote: 10-0-0-2

Agency	Yes	No	Abstain	Absent	Agency	Yes	No	Abstain	Absent
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			
Menlo Park	X								

9. Informational Items Only (no action required)

A. 2025 Legislative and Regulatory Update
B. Update on SB 1383 Compliance Program on behalf of RethinkWaste Member Agencies
C. 2025 Finance and Rate Setting Calendar
D. Check Register Detail for November – December 2024
E. Technical Consulting Contracts Issued June 2024-December 2024

Member Romero asked about the $308K change order for the CIC contract and asked for clarification on the process for when change orders come to the board.

Staff Gans answered that the project didn't go over budget and the project was completed in the timeframe and within the total budget amount and contingency amount that was previously approved by the board. He noted that he asked for a large 20% contingency largely due to dewatering.

Executive Director La Mariana noted that staff would research and respond.

F. 2025 Meeting Planning Guide

10. Board Member Comments

11. Adjourn 3:55PM

DRAFT MINUTES

RETHINKWASTE
SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY
JOINT MEETING OF THE BOARD OF DIRECTORS & TECHNICAL ADVISORY COMMITTEE
FACILITY PLANNING RETREAT
March 27, 2025– 12:00 p.m.
Belmont Sports Complex
550 Island Parkway, Belmont, CA 94002

Bus tour 12N

Call to Order: 1:43 PM

Roll Call Board Members

Agency	Present	Absent	Agency	Present	Absent
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	
Menlo Park	X				

Roll Call TAC Members

Agency	Present	Absent	Agency	Present	Absent
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	
Menlo Park	X				

Alternate Member George Otte attended representing West Bay Sanitary District

Chair Rak welcomed everyone to the retreat.

5. 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. ***Speakers may also submit comments via email prior to the meeting by sending those comments to rethinker@rethinkwaste.org. .***

None

6. Consideration of Tabled Item Resolution Authorizing the Payment of $357,191.18 to SBI for the Replacement of the Material Recovery Facility (MRF) Screen Disks

Chair Rak noted that the Board needed to take action on one item that was tabled at the February Board meeting. He gave background information and noted that he was comfortable moving the item forward with some reassurances from the contractor that there would be no further instances that the contractor would request reimbursement of this kind.

Member Loraine asked staff or SBI to comment on lessons learned in this process to avoid getting into this situation in a few years when the next contractor begins service.

Executive Director La Mariana noted that staff views this as a one-off situation, there have been a number of maintenance items that staff has worked through with the contractor in their first year, and this is a remnant item from that list, but the list is complete now. If the Board chooses to approve this item this would be the last time carryover maintenance items from the operator transition will be before the board for a decision.

Chris Valbusa of SBI noted that SBI is caring for the facility like they own it, and that is their intention going forward, and they have a very robust maintenance program, and nothing is getting deferred. He noted that their intention is to abide by the contract which has very clear language regarding the maintenance of the facility.

Member Romero noted that Board has a fiduciary responsibility to the rate payers because every single dime that is spent comes from ratepayer dollars. He asked what would keep the contractor from deferring maintenance projects to be beyond the $10,000 threshold in the contract so that the Agency would then be required to shoulder the cost.

Executive Director La Mariana in the future there will be a rolling change out of the disks, this payment is for a wholistic, one-time change out of all the disks. He also noted that it is RethinkWaste's staff responsibility as the contract manager to ensure that the contract requirements are being met by the facility contractors.

Chair Rak noted that this maintenance item is negatively affecting the agency's commodity revenue received due to lower quality recovery of materials, so he appreciated SBI and staff working on this issue collaboratively.

Motion/Second: Romero/Brownrigg
Roll Call Vote: 11-0-0-0

Agency	Yes	No	Abstain	Absent	Agency	Yes	No	Abstain	Absent
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			X	West Bay Sanitary Dist.	X			
Menlo Park	X								

7. 2025 Board, TAC, and Staff and Future Facility Planning Workshop

A. Set Retreat Context and Introductions

Executive Director welcomed everyone and thanked them for their time. He noted that this year's retreat would focus on the facility, and modernizing the facility, to help the Board make sound decisions as we go forward this year. He noted that the goal for today's discussion is give important background information, and then at the April board meeting take the first step at initiating a masterplan process for the future of the facility. He added that today is about getting

feedback on what should be the priorities when planning for the future of the facility, as we go into a master planning process.

He then introduced Shawn Spano the facilitator for the day. Shawn set the retreat context and discussed how the day would be organized. And provided some test questions using the electronic feedback mechanism that would be used for the rest of the discussion. He asked members to think about the biggest challenges and opportunities facing the facility as they moved through the presentations.

B. Q&A on Background Staff Reports

There were no questions, but Executive Director La Mariana offered individual discussions with anyone going forward especially those new to the RethinkWaste family.

C. Funding Options Discussion, John Mangini, Sr. Finance Manager

Staff Mangini gave a presentation on future funding options and explained that there are small projects, medium projects, and larger projects. He explained the development of the operations and maintenance fund, that could get funded over time via the rates, and it's roughly $1.5M per year that would need to be saved. He then explained that in order to gain the necessary $1.5M per year to properly fund the projected annual operations and maintenance fund projects, it would mean a 1% increase in rates (or a $4 per ton increase at the gate).

He then explained lending options for the medium projects that could not be funded through the rates and gave the example that borrowing $25M over a 30-year term would mean a 1% increase in rates, he also gave other scenarios of rate increase impacts with more borrowing, or less term years.

Member Brownrigg asked if there were pre-payment penalties when taking on debt and noted that shifting interest rates should be a consideration when determining how much to borrow.

Staff Mangini commented that most bonds require a 10-year time period for locking in the rates, at which point they can be refinanced.

Kent Kenney suggested looking into a reducing revolver loan a type of revolving credit where the loan can be withdrawn, repaid, and re-borrowed, but the total amount of the loan is gradually reduced over time.

Staff Mangini noted that he would be looking to the Finance Committee to help determine the right loan path.

The group discussed the annual operations and maintenance fund needs.

Member Romero asked if this is a sinking fund reserve to cover the cost when these maintenance items come up. He expressed concern that the list combined capital items with maintenance items. He thought it should be two sides operations and then equipment.

Staff Mangini answered yes, it was originally called an equipment replacement fund, but the finance looked at it and thought it was more of a maintenance fund, but it is all items that have a life of more than one year, but do need to be refurbished every few years, noting that Carlos' concern was exactly what was trying to be addressed attempting eliminate surprises by building and bundling projects and plan for them holistically.

Member Romero asked for more analysis with the full replacement costs and what it would mean for rates.

Staff Mangini stated that was where he started with the analysis presented, but the number was really big. But he added that he could bring that full analysis to the board or show it in different ways.

TAC Member Ramirez thought there should be both a replacement and a refurbishment fund.

D. Currently Planned and Budgeted Upcoming Capital Projects by Hilary Gans, Principal Engineer and Operations Manager

Staff Gans then gave a presentation on the following large scale large cost projects planned for the near future that will be coming to the board for decision this year, and the timing.

- MRF Phase II and Phase III
- Organics-to Energy 2.0
- Transfer Station Tip Floor Replacement
- Asphalt Project
- Storm Water Improvement
- Site Signage

The group discussed the history of the Organics-to-Energy pilot project and the requirements it would need to have the organics-to-energy operation running as a regular part of the facilities collection process.

TAC Member Johnson asked if the organics-to-energy equipment that exists now still viable.

Staff Gans answered yes, but needs some work, and there needs to be a process for removing contamination in order for the system to work.

TAC Member Cooke asked if the organics-to-energy project would help the member agencies meet their SB 1383 targets.

Staff Gans answered yes.

E. Identifying Projects for a Master Planning Process – Future Capital Projects to be defined by Joe La Mariana, Executive Director

Executive Director La Mariana noted that his presentation would include the aspirational future items, noting that every 10 years or so there is a reset in how to invest in the facility. He went over the following projects. and noted the reasons for their consideration in the master plan.

Member Brownrigg and Member Adams now absent 2:59PM.

- **Severe Parking Shortage** – Noting a work force deficit of about 60 spaces, lack of space for about nine (9) long-haul trucks, and guest parking for tours and contractors.
- **Alternative Clean Fleet Transition** – Noting that when the change in political climate it changed the planning consideration for the fleet transition shifted, but the Agency's long-range plan and all of the Member Agencies climate action plans include alternative clean fleets. He gave 3 options for fleet transition and their rate impact.
- **Solar Expansion** – Noting the additional buildings being considered for solar.
- **Facility Contractor Maintenance Facility** – Noting that he thought it was one of the essential pieces to the master plan because it is essential that SBI has a professional grade shop just as Recology does, and the solution that exists was always meant to be temporary.
- **Environmental Education Center** – Noting that the Board has been very supportive of education in support of behavior change and innovation, and this facility would be a way to promote both.

The group discussed alternative clean fleet transition.

Member Loraine asked if there was still a performance challenge when comparing electric collection vehicles to diesel.

Carl Mennie of Recology answered that it depends on where it's run, because transportation costs are what is what's driving costs. For example, they've found recycling routes where it works, but that same truck wouldn't work on a garbage route.

Member Schmidt asked what changed in January that caused the shift in EV thinking.

Carl Mennie answered that in order for CARB to enforce the regulations they needed a waiver from the federal EPA, and CARB pulled back that waiver request before a decision was made.

Member Loraine asked for clarification on the rate impact of moving to electric vehicles and asked if it would be a one time impact or ongoing.

Executive Director La Mariana answered that there is a base level of services that are paid for through the rates to the contractors for these services every year because the contractual language staff estimates a roughly 3% increase each year for the basic services. If you add an additional 1% for the operations and maintenance fund John discussed earlier that's' 4%, and if you're talking about borrowing $50M it would have an additional 2% stacked on top of that. So there is a stacking effect but there is a level of affordability.

Member Otte asked how long-haul trucks factor into this.

Executive Director La Mariana answered right now they do not factor in and won't unless the CARB Advanced Clean Fleet mandate is reinstated in the next few years.

TAC Member Johnson asked for further clarification on the CARB waiver.

Carl Mennie answered that when CARB puts together regulations that exceed the federal standard, in order for them to enforce that regulation they have to get a waiver from the Federal EPA, and CARB withdrew their waiver application in this case.

Member Mueller added that since CARB doesn't have the waiver, the Agency/Recology/SBI doesn't have to transition if we don't want to.

Executive Director La Mariana noted that was true, so we could do nothing, but reducing GHG emissions is noted in the Long Range Plan and is an important component in all of the Member Agency Climate Action Plans.

The Board then discussed the other four projects in this section.

Member Schmidt asked if RethinkWaste would be interested in partnering with a foundation for the Education Center.

Executive Director La Mariana answered absolutely, and he hopes it can be a regional asset.

Member Loraine noted that there are opportunities to find ways to bundle solar and EV expansion for funding.

Member Sturken asked what percentage of the operations and maintenance fund the parking garage would take up and has a bike solution been considered.

Executive Director La Mariana noted that he didn't know off the top of his head, but he'd be happy to talk offline about other solutions for bikes.

F. Evaluating and Prioritizing Needs

Board and TAC Members were then asked a series of evaluative questions to give feedback on the items discussed.

1) What is the biggest challenge facing the facility?
   Answers from the group included:
   - Many projects to fund and not enough funding
   - Costs for replacing and upgrading equipment on top of capital needs
   - Space constraints
   - Infrastructure and ongoing funding
   - Insufficient Parking
   - Funding capital needs and not being afraid to raise rates to do so
   - Regulatory requirements
   - Differing costs for services and consistent rates across member agencies

2) What is the biggest opportunity for the facility?
   Answers from the group included:
   - Public support for the projects
   - A "can do" attitude
   - Ability to redesign/reimagine the space
   - Making the building more energy efficient
   - Passionate staff and board
   - Upgrading for new technology
   - Beginning a replacement fund(s)
   - Community education and long-term behavior change
   - Organics-to Energy program
   - Reconfigure back portion of the site
   - Addressing parking to free up significant space to improve the function and efficiency of the site
   - Opportunities to build a world-class facility that demonstrates a balance of sustainability, responsibility, and effectiveness
   - State regulations that will drive new technology improvements
   - Investing in clean energy infrastructure that powers our site and vehicles
   - Embracing technology to prolong the life of the Ox Mountain Landfill
   - More and better public buy in and understanding about where the recyclables go.

3) What is the level of comfort financing $25M to fund necessary projects with a 30-Year term at a 1% Impact, or a 20-year term at a 1.2% impact?
   Answers were:
   30-Year term at 1% rate impact scored 3.5 out of 5 in terms of comfortability
   20-Year term at 1.2% rate impact scored 2.9 out of 5 in terms of comfortability

4) What is the level of comfort financing $50M for necessary projects at 30-year term at a 1.9% rate impact?
   The answer was:
   A 30-year term at a 1.9% rate impact scored 2.8 out of 5 in terms of comfortability.

5) What is your comfort level with a Member Agency financing a portion of necessary projects?
   The answer was:
   3 out of 5 in terms of comfort level

6) Should these projects be considered in the master planning process? 1 being strongly disagree 5 being strongly agree
   Answers included:
   Parking scored 4 out of 5
   Alternative Clean Fleet scored 3.1

Operations and Contractor Maintenance Facility scored 4.4
Environmental Education Center scored 3.4

7) For the ZEV options please rate the options presented to you as your preferred option: Option 1 maintain CARB alternative clean fleet timelines and 47 EV vehicles at a 2.45% rate impact, Option 2: Pilot project with 22 EV vehicles at a .95% rate impact or Option 3 Pilot Project with 12 EV vehicles and a .32% rate impact. 1 being do not prefer 5 being strongly prefer
Answers were:
Option 1: 1.5 out of 5 comfortable with that preference
Option 2: 2.5 out of 5 comfortable with that preference
Option 3: 4.3 out of 5 comfortable with that preference

8) Are there any other needs/goals not discussed today for the facility?
Answers included:
   - Transportation demand and transportation management partnerships
   - Accepting more materials at the public recycling center
   - More tools to put costs in terms of rate impacts
   - Alternative commute options and incentives
   - Reopening the CRV buyback center
   - Maximum capacity of population served by a fully build out facility
   - Consider what a deal residents are getting for garbage and recycling collection rates compared to other utilities it's a deal
   - 1383 credit for member agencies
   - Compost and CRV for residents in the public recycling center
   - Opportunities to plant trees around the facility

   Executive Director noted that he would find it hard to recommend reactivating the buyback center due to safety concerns. He also commented that he could see a study session in the future to discuss further in a study session how costs impact rates.

   Member Keisel asked what the maximum population is the facility can serve, and how long will it last

   Executive Director La Mariana answered that the current capacity permit is about double what is taken in right now, which could be accomplished with a double shift configuration, and a maintenance shift. So that would be the obvious way for the facility to grow.

9) Are we dreaming big enough to meet the community waste needs for the next 40 years? Yes, no maybe
Answers:
Maybe = 9
No = 3
Yes = 2

G. Wrap up and Next Steps

Executive Director La Mariana commented that staff is trying to dream big with the facility, and it will take all of us to buy in to it.

8. Board and TAC Member Comments

Member Schmidt appreciate the background the way it was set up to get up to speed quickly

9. Adjourn 3:58PM

4C

STAFF REPORT

To:	**RethinkWaste Board Members**
From:	**Joe La Mariana, Executive Director**
	John Mangini, Senior Finance Manager
Date:	**April 24, 2025 Board of Directors Meeting**
Subject:	**Resolution Approving two Contracts with Osaic Wealth, Inc. for Retirement Plan Consulting Services**

Recommendation

It is recommended that the RethinkWaste Board of Directors approve Resolution No. 2025-06 attached hereto authorizing the Executive Director to execute two contracts with Osaic Wealth, Inc. to provide Retirement Plan Consulting services as the Broker Dealer.

RethinkWaste offers two retirement plans to its employees, which warrants a specific fiduciary contract for each plan. RethinkWaste contributes funds of up to 12% to one plan and employees can contribute their own funds to the other plan. The Agency does not participate in Social Security and therefore does not incur the 6.2% expense on wages. The contracts for Retirement Consulting services between RethinkWaste and Osaic Wealth may be terminated by either party at any time upon 30 days' prior written notice.

The contracts recommended here for approval lower the Broker Dealer fees from 50 basis points to 40 basis points, which is in the median range of 2063 plans surveyed with $4 – $4.5M in assets. The survey was conducted by Osaic Wealth. Broker Dealer fees are typically based on the level of services provided and value of assets in the plan. In RethinkWaste's case our assets have grown to a level that warrants a decrease in fees.

Background

The contract with Osaic Wealth provides that the firm will:

- Recommend and monitor investment options
- Conduct annual plan performance reviews
- Benchmarking of the platforms, fees, and services
- Conduct annual plan compliance reviews
- Plan Participant education services
- Assist with plan conversion to a new platform

The full scope of work can be found in Exhibit A and Exhibit B in the Schedule of Services. The contract calls for Karin Alvardo and Chad Clark to act as the Registered Representatives of the Broker Dealer. The individual Plan Participant Education Services, in particular, is viewed as very valuable resource to RethinkWaste employees.

RethinkWaste's Retirement Plans are Non-ERISA plans. ERISA stands for Employee Retirement Income Secure Act. Non-ERISA plans are not governed by ERISA and are not subject to its regulations; however, they must still comply with certain IRS regulations. Also, Non-ERISA plans typically have fewer administrative requirements than

ERISA plans. Employers managing ERISA plans must act in your best interests under fiduciary standards, whereas non-ERISA plans often involve less employer involvement, putting more responsibility on the employee.

Osaic Weath's philosophy is to apply the same standard of care to all clients whether they are ERISA or Non-ERISA. Our team implements the same plan governance process for our Non-ERISA plans although we may not be serving as a fiduciary. The fees and services are benchmarked every 3 to 5 years, depending on growth. RethinkWaste will be benchmarked in April 2025 to compare its retirement plan against similar plans to evaluate fees against the marketplace. Specifically, benchmarking will be performed for investment, recordkeeping, third-party administration and advisory services.

Fiscal Impact

The contract fees are 0.40% commission on total assets or $16K to $20K annually. Fees are paid by the plan participants.

Attachments:

Resolution 2024-06
Exhibit A - 401(a) Fiduciary Agreement
Exhibit B – 457(b) Fiduciary Agreement

RESOLUTION NO. 2025-06

RESOLUTION OF THE SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY BOARD OF DIRECTORS AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT WITH OSAIC WEALTH, INC. FOR RETIREMENT PLAN CONSULTING SERVICES

WHEREAS, the South Bayside Waste Management Authority (SBWMA) Board of Directors has considered entering into a contract with Osaic Wealth, Karin Alvarado and Chadwick Clarke (NAFS) representatives of Oasic Weath for the purpose of providing the following services:

Provide Retirement Plan Consulting services as the Broker Dealer.

NOW, THEREFORE BE IT RESOLVED that the South Bayside Waste Management Authority hereby authorizes the Executive Director to execute a contract with Oasic Wealth, Karin Alvarado and Chadwick Clarke (NAFS) representatives of Oasic Weath, attached hereto as Exhibit A and Exhibit B.

PASSED AND ADOPTED by the Board of Directors of the South Bayside Waste Management Authority, County of San Mateo, State of California on the 24nd day of April 2025, by the following vote:

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

I HEREBY CERTIFY that the foregoing Resolution No. 2025-06 was duly and regularly adopted at a regular meeting of the South Bayside Waste Management Authority on April 24, 2025.

ATTEST:

Adam Rak, Chairperson of SBWMA

Cyndi Urman, Clerk of the Board

Non-ERISA client services non-discretionary/ level commission contract

This **Retirement Plan Consulting Services Agreement** is made and entered into as of the date signed below (the "Effective Date") by and between Osaic Wealth, Inc. ("Broker Dealer"), a registered investment adviser and securities broker-dealer, and SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY ("Client"), an employer sponsoring the retirement plan (the "Plan").

WHEREAS, _____, Registered Representative(s) ("Representative") is a representative of Broker Dealer and acts on behalf of Broker Dealer;

WHEREAS, the individual executing this Agreement for Client has the authority to make decisions on behalf of the Plan pursuant to the documents governing the Plan and is authorized to execute this Agreement on behalf of the Plan;

WHEREAS, Client wishes to engage Broker Dealer to provide certain Service(s), which is/are selected and more specifically detailed in Schedule A, on behalf of the Plan or its participants. The different Services that Broker Dealer can provide under this Agreement are listed below:

- Plan set up
- Plan conversion
- Recommend and monitor investment options
- Plan performance review
- Benchmarking of the platform, fees, and services
- Plan compliance review
- Participant education

WHEREAS, Broker Dealer and Representative are willing to perform such services for the fees as set forth in Schedule B, and under the terms and conditions, set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein, Broker Dealer, Representative and the Plan hereby agree as follows:

I. Services and implementation

1. Plan Authority for Final Decisions. The Plan acknowledges that it retains and will exercise final decision-making authority and responsibility for (i) the approval of any Investment Policy Statement ("IPS") and investments selected by the Plan, (ii) the implementation of any investment plan or strategy resulting from the services provided under this Agreement and (iii) the determination whether an investment is appropriate for the Plan.

2. Information from the Plan. The parties acknowledge and agree that research and recommendations made by Broker Dealer and Representative are based on the information provided to Broker Dealer or Representative by the Plan. The Plan agrees to provide Broker Dealer or Representative with all material and pertinent information regarding investment objectives, risk tolerance, participant demographics, asset allocation and the historical performance of the Plan's current and prior investments, income, and liquidity requirements as well as any other relevant matters that Broker Dealer/Representative may request from time to time (the "Information"). The Plan understands that Broker Dealer/Representative will rely on the Information without further verification and represents that such Information is true, accurate and complete as of the date provided. The Plan agrees to notify Broker Dealer/Representative in writing within ten (10) days of any material changes to any Information including but not limited to the financial condition, risk tolerance, needs or objectives of the Plan and its participants.

3. Authority to Receive Information from Third Parties. Certain information provided by Broker Dealer or Representative pursuant to this Agreement may include information obtained from independent third-party sources that are deemed reliable, but for which Broker Dealer and Representative are under no obligation to independently verify. Plan acknowledges that Broker Dealer / Representative may rely on such third-party information while providing services under this Agreement and shall have no liability for the accuracy or consistency of such information. Moreover, the prior performance of any investment strategy or investment may not be indicative of the future performance of such investment strategy or investment. In order to facilitate Broker Dealer/Representative's monitoring and review of Plan's investment performance, Broker Dealer/Representative is hereby authorized by the Plan to obtain all information from service providers, product vendors, investment managers, the Plan's trustees/administrators/custodians and any third party responsible for any aspect of Plan operation as Broker Dealer/Representative may require. The Plan hereby authorizes all such parties to promptly release said information to Broker Dealer/Representative upon request. Broker Dealer/Representative shall not be under any obligation to verify such information obtained and may rely upon such information in performing services.

4. Limitation on Broker Dealer/Representative's Role and Responsibilities. Broker Dealer/Representative does not provide legal, tax, accounting, or actuarial advice. It is the Plan's responsibility to ensure that the Plan's IPS and asset allocation choices comply with any legal, actuarial, or other requirements that apply to the Plan and that the Plan meets tax qualification requirements.

5. Change in Services. Any change in services will be communicated in writing to the Plan by delivery of a revised Schedule A to the Plan and, absent the Plan's written objection within sixty (60) days, shall take effect sixty (60) days from the delivery date specified in the Acknowledgement therein.

II. Fees

1. Commissions. In exchange for the Services provided by Broker Dealer/Representative on behalf of the Plan, as applicable, the commission-based compensation as set forth in Schedule B will be earned by Broker Dealer in its capacity as a securities broker-dealer.

2. Change in Fees. Any change in compensation will be communicated in writing to the Plan by delivery of a revised Schedule B to the Plan and, absent the Plan's objection within sixty (60) days, shall take effect sixty (60) days from the delivery date specified in the Acknowledgement.

III. Representations and warranties of Broker Dealer

The Broker Dealer represents, warrants and covenants as follows:

1. Privacy Policy. For a description of how the Plan information is shared, please see the Broker Dealer's Privacy Notice section at its website at osaic.com/disclosures.

2. Authority. Broker Dealer has the power and authority to enter into and perform this Agreement, and there are no authorizations, permits, certifications, licenses, filings, registrations, approvals, or consents that must be obtained by it from any third party, including any governmental authority, in connection with this Agreement. Broker Dealer has the full power, authority, and capacity to execute and deliver this Agreement and this Agreement constitutes a legal, valid, and binding obligation of Plan, enforceable in accordance with its terms.

IV. Representations and warranties of the Plan

The Plan represents, warrants and covenants as follows:

1. Authority. The individual executing this Agreement on behalf of the Plan represents and warrants that he/she is authorized to execute this Agreement on behalf of the Plan, and, furthermore, that the Plan has the full power, authority, and capacity to execute and deliver this Agreement and that this Agreement constitutes a legal, valid, and binding obligation of the Plan, enforceable in accordance with its terms.

2. Notice of Changes. The Plan will advise Broker Dealer/Representative of any changes in the Plan in writing within ten (10) days of such change, including any amendment to the Plan.

3. Investment Restrictions. The Plan will advise Broker Dealer/Representative of any specific investment restrictions applicable to the Plan and will give Broker Dealer/Representative written notice of any investments that the Plan deems to be in violation of such restrictions within ten (10) days of its determination as such.

4. IRS Requirements. The Plan meets the requirements under Section 403(b) or 457 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Plan will inform Broker Dealer/Representative immediately should the Plan fail to continue to meet such requirements.

5. Privacy Policy. The Plan has received and reviewed a copy of the Broker Dealer's Privacy Policy at or before the time of execution of this Agreement.

6. Investment Expenses and Disclosures. The Plan acknowledges that the Plan and its participants will incur charges, fees and other expenses under the investments selected for the Plan, in addition to the direct fee payable to Broker Dealer/Representative. The Plan acknowledges that these fees, charges, and other expenses, as well as compensation arrangements, are disclosed in the prospectus or other disclosure materials for each Plan investment, which are available from the investment sponsor or Representative. The Plan has reviewed copies of those disclosure materials.

V. Standards of care and idemnification

1. Errors and Irregularities. Broker Dealer/Representative shall have no duty to identify and/or disclose, consistent with its role as described herein, errors, irregularities, prohibited transactions, unrelated business income, or illegal acts, including fraud that may exist. Broker Dealer/Representative will inform the Plan of any such matters that come to its attention during the course of its work.

2. Legal Matters. Although Broker Dealer/Representative may from time to time provide information regarding plan compliance requirements under the Code, including in some cases discussion of one or more alternative courses of action, such information shall be understood by the parties to be information only, and not a legal opinion or legal or tax advice. Should the Plan desire a legal opinion before making a decision and/or choosing among alternative positions, then legal counsel should be separately retained for this purpose. Broker Dealer/Representative will cooperate with the Plan and its chosen legal counsel to provide any relevant information Broker Dealer/Representative has that may help the Plan and its legal counsel in their decision. If the Internal Revenue Service should later contest the position taken, there may be an assessment of taxes, interest, and/or penalties. It is understood that Broker Dealer/Representative assumes no liability for any such taxes, penalties or interest resulting from Broker Dealer/Representative's following the direction of the Plan or its respective legal counsel.

3. Other Services. Neither Broker Dealer nor Representative shall provide, nor be deemed to be providing, any services to the Plan other than those services expressly described and agreed to in this Agreement.

4. Indemnification. The Plan shall indemnify and hold Broker Dealer and its directors, officers, members, employees, and agents, including without limitation its Representative, (collectively, the "Covered Parties") harmless in the event that Broker Dealer/Representative or any other Covered Party incurs any liability, loss, claim, suit, or expense (including, without limitation, attorneys' fees) arising out of, or in connection with the following:

a. Investments involving employer stock, illiquid investments, or open brokerage;

b. Reasonable reliance on information provided to Broker Dealer/Representative in connection with discharging its obligations under this Agreement;

c. Plan actions concerning areas over which Broker Dealer/Representative has no obligation or responsibility;

d. All issues identified in Section I of this Agreement.

The parties each hereby absolutely, irrevocably and unconditionally waive the right to claim any punitive and exemplary damages in any controversies which may arise between Plan, plan sponsor's affiliates including but not limited to the Plan, Broker Dealer and/or any of Broker Dealer's employees, agents, including but not limited to its Representative, or officers concerning any account, transaction dispute or the construction, performance, breach, or termination of this Agreement or any other agreement, whether entered into prior to, on or subsequent to the date hereof.

5. Confidentiality. The Plan and Broker Dealer/Representative acknowledge that each will learn confidential information about the other in the course of this engagement. The Plan and Broker Dealer/Representative agree to maintain in strict confidence and for use only with respect to the Plan and the services to be provided pursuant to this Agreement all such confidential information that each learn about the other, including in respect of any reports or disclosures required under the Code. The Plan and Broker Dealer/Representative shall maintain the confidentiality of customer information pursuant to the Broker Dealer's Privacy Policy and Regulation S-P.

VI. Amendment, assignment, and termination of agreement

1. Amendments. This Agreement may only be amended in writing with the mutual consent of the parties hereto. Schedules A and B may be revised from time to time by Broker Dealer/Representative as described in Section I(5) and II(2).

2. Assignment. This Agreement shall not be assigned by either party without the prior consent of the other party.

3. Termination. This Agreement may be terminated by the Plan without penalty within five days of the execution date. Thereafter, this Agreement may be terminated by either party hereto at any time upon 30 days' prior written notice. Upon termination, Broker Dealer will deliver a final billing statement to the Plan for payment of fees for unbilled work performed prior to termination and reimbursement of expenses incurred through the effective date of termination, and the Plan will have a period of 30 days within which to deliver payment. All unearned fees shall be returned to client on a pro-rata basis.

4. Term. This Agreement is in effect as of the Effective Date and shall remain in effect until such time as it is terminated in accordance with this Section of the Agreement.

VII. Dispute resolution/arbitration

This Agreement contains a predispute arbitration clause, which requires that all claims arising out of transactions or activities affecting the Plan's account be resolved through arbitration. The parties acknowledge, understand, and agree that:

- All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

To the extent permitted by law, all controversies which may arise between the Plan, Broker Dealer, Registered Representative or any of their affiliated companies concerning any transaction arising out of or relating to any account maintained by the Plan, or the construction, performance, or breach of this or any other agreement among the parties whether entered into prior to, on or subsequent to the date hereto, shall be submitted to arbitration conducted under the Code of Arbitration Procedure of the Financial Industry Regulatory Authority ("FINRA"). Arbitration must be commenced by service upon Broker Dealer or Representative of a written demand for arbitration or a written notice of intention to arbitrate. Any arbitration pursuant to this Agreement shall be governed by the FINRA Code of Arbitration Procedure. The award of the arbitrators, or of the majority of them, shall be final, and judgment on the award rendered may be entered in any court of competent jurisdiction. A party's ability to have a court reverse or modify an arbitration award is very limited. This arbitration provision shall not apply where prohibited by regulation or law.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class action who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the Client/Plan is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a wavier of any rights under this Agreement except to the extent stated herein.

VIII. Miscellaneous

1. Entire Agreement. This Agreement is in full force and effect as of the Effective Date and, including any referenced schedules, is the entire Agreement between the parties with respect to the subject matter of this Agreement. This Agreement supersedes any previously existing contract, writing, and discussions between Broker Dealer, Representative and the Plan.

2. Governing Law. Except to the extent federal law preempts state law, the validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of New York, excluding its conflicts of law's provisions.

3. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed as original, but all of which taken together shall constitute one and the same instrument.

4. Authorized Signatories. Each of the individuals whose signature appears below warrants that he/she has full authority to execute this Agreement on behalf of the party on whose behalf he/she has affixed his signature to this Agreement.

5. Notices. Any and all notices and reports required or permitted under this Agreement to be delivered to Broker Dealer/Representative shall be sufficient in all respects if delivered by U.S. mail or overnight express delivery (postage prepaid) to the address of record. Any and all notices and reports required or permitted under this Agreement to be delivered

to Plan shall be sufficient in all respects if delivered by U.S. mail or overnight express delivery (postage prepaid) to the address as set forth on the signature page. **Further, Plan hereby opts-in and consents to the use of electronic delivery as provided for on the signature page for the receipt of any legally required disclosure or notice or other communication from the Broker Dealer/Representative.** Notices provided by U.S. mail shall be deemed given three (3) days after deposit with the U.S. Postal Service, by overnight express delivery shall be deemed given one (1) day after deposit with a reputable overnight express delivery company, or by e-mail on the first day after sending such e-mail and where no rejection of such e-mail is received by the sending party related to such sent e-mail. The parties' addresses may be changed by providing appropriate notice in writing.

6. Headings. Headings contained in this Agreement are for convenience only and are not intended to limit the terms or change the interpretation of terms stated in the Agreement.

7. Severability. If any part of this Agreement is found to be invalid or unenforceable, it will not affect the validity or enforceability of the remainder of the Agreement.

Signatures on next page

This agreement contains a predispute arbitration clause in Section VII

Client acknowledges the timely delivery and receipt of this Agreement. By signing and returning this Agreement, Client is agreeing that Client, on behalf of itself and the Plan (a) has received, read, understood, and are legally bound by the terms and conditions of this Agreement, and (b) acknowledges having read the Privacy Policy.

Agreed and accepted: _____ day of_____ ,20_____by:

Client:	
Print company name:	**Plan name:**
Authorized person:	
Signature of authorized person for client:	**Street address:**
Print name of authorized person for client:	**City, State, Zip:**
	Client email address of record:

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Schedule A – Services

The following services are specifically selected and agreed to be provided by Broker Dealer/ Representative.

Plan level services

☐ Plan set up

Broker Dealer/Representative will assist in the initial set up of a new Plan on a record-keeping platform. This may include support in the following:

- Assist in performance of analysis to help with Plan design and the Request for Proposal (RFP) from record-keeping platform providers as well as reviewing the responses and preparing a summary of the RFP.
- Assist in development of an investment policy statement (IPS).
- Assist in the review and design of the Plan's investment menu, with recommendations as to the structure of the investment menu as well as recommendations for the investments to be offered.
- Assist with the coordination of services offered by Plan service providers and act as liaison (on an as needed basis) for the Plan.
- Assist with initial employee enrollment, retirement and/or investment education meetings.

☐ Plan conversion

Broker Dealer/Representative will assist with converting the Plan from an existing record-keeping platform to a new record-keeping platform. This may include support in the following:

- Assist with the preparation of Request for Proposal (RFP) from prospective new record-keeping platforms and review and compare the responses as well as help prepare a summary of the RFP.
- Assist in the review and design of the plan's investment menu, with recommendations as to the structure of the investment menu as well as recommendations for the investments to be offered. This includes support for mapping existing Plan investments to new Plan investments.
- Assist with the coordination of services offered by Plan service providers and act as liaison (on an as needed basis) for the Plan.
- Assist with participant meetings to educate on the conversion to a new platform and the timeline as it may affect the participants' view/ accessibility to their accounts as well as to the potential new investment options and features being offered.

☐ Recommend and monitor investment options

Broker Dealer/Representative will assist by periodically reviewing (at least annually) the investment options of the Plan's investment menu and, when warranted, recommend possible change in investment option(s). This may also include support in the following:

- Assist in development of an investment policy statement (IPS). If the Plan has an existing IPS then assist in the Plan's review of the existing IPS in determining whether the Plan's investments are consistent with the goals set forth in its IPS and assist in identifying appropriate revisions to the IPS.
- Assist with the identification and review of the Qualified Default Investment Alternative(s) (QDIA(s)) and provide recommendation, when warranted, to possible change in QDIA(s).

- Assist with review of the investment objectives of the Plan to determine if the investment objectives continue to meet the needs and objectives of the Plan and its IPS.
- Assist with providing third party investment reports.

☐ Plan performance review

Conduct periodic review (at least annually) to assist with determining whether the terms of the Plan and the design thereof are meeting the needs of the Client and the Plan's participants. This may include support in the following:

- Assist with review of the investment options as to alignment with the IPS and, when warranted, recommend possible change in investment option(s).
- Assist with review of the investment objectives of the Plan to determine if they continue to meet the needs and objectives of the Plan and its IPS.
- Assist with review of the service provider(s) to ensure they are meeting the needs of the Plan.
- Assist with review of the retirement readiness of the participants as defined by the Plan by performing/obtaining analysis on participation, contribution rates, asset allocation/rebalancing, outstanding loans, etc.

☐ Benchmarking of the platform, fees, and services

Broker Dealer/Representative will assist with periodic reviews and benchmarking of the Plan's fees, services, and investments. This may include support in the following:

- Assist in the preparation of a Request for Proposal (RFP) from record-keeping platform providers and review and compare the responses as well as help prepare a summary of the RFP, and when warranted recommend possible change in record-keeping platform provider.
- Assist with review of the Plan Expense Recapture Account (PERA) in monitoring the Plan's fees, and when warranted recommend possible change in fee structure to reduce fees.
- Assist in working with a third-party service provider to develop a benchmarking report based on the demographics of the Plan and characteristics of the Client in terms of size, location, industry, etc.
- Assist with review of the service provider(s) to ensure they are meeting the needs of the Plan.

☐ Plan Compliance Review

Conduct periodic review (at least annually) of specific Plan items as determined by the Plan and advise the Plan whether it is operating in accordance with Plan documents as it relates to the specific items. This may include support in the following:

- Assist with review of the existing IPS in determining whether the Plan's investments are consistent with the goals set forth in its IPS and assist in the identification of appropriate revisions to the IPS, and when warranted recommend possible change in IPS when goals have changed.
- Assist with review and perform research and provide reports to assist the Plan in evaluating reasonableness of fees and completion of services by the other service providers
- Assist with educating/training the Plan committee in developing knowledge of their fiduciary obligations. This includes assisting in the development and maintenance of a file that includes documentation demonstrating prudent processes are being followed pertaining to the operation of the Plan.

Participant level services

☐ Participant education services

Advisor/Representative will coordinate and/or conduct periodic investment, enrollment and/or retirement education meetings for Plan participants as determined by the Plan. This may also include support in the following:

Non-Fiduciary Services:

- Assist in development of a participant education and communication strategy which fits the needs, objectives, and demographics of the employee/Plan participant base.
- Assist with review and comparison of the current needs and objectives of the Plan to the education program and goals to ensure the Plan continues to meet its objectives.
- Assist in providing participant support via phone and email communication.

Excluded Services

In no event shall any of the selected services provided by Broker Dealer/Representative include any of the following excluded services or related responsibilities:

- **Tax Qualification.** Reviewing or amending Plan documents for compliance with changes in tax qualification requirements.
- **Plan Contributions.** Ensuring that contributions by Client or from participants are timely deposited with the trustee or custodian for the Plan.
- **Custody of Plan Assets.** Taking custody or possession of any Plan assets.
- **Proxies.** Rendering advice on, or taking any action with respect to, the voting of proxies solicited on behalf of any securities held in trust by the Plan.
- **Employer Stock Fund.** Providing advice to the Plan fiduciaries regarding the prudence of adopting, maintaining, continuing, or discontinuing any investments in employer stock or an employer stock fund.
- **Mutual Fund, Brokerage Windows.** Providing investment advice to Plan fiduciaries regarding the prudence of maintaining or continuing any mutual fund window or brokerage account window under the Plan, or, unless otherwise agreed to in a separate writing, providing investment advice to participants concerning investments through any such window under the Plan.
- **Discretionary Plan Administration.** Interpreting the Plan, determining eligibility or participation under the Plan, approving or disapproving claims for benefits, distributing Plan assets to pay benefits or expenses, or making any other discretionary decisions with respect to the administration of the Plan.
- **Governmental Reports.** Filing reports and forms that are required to be filed for the Plan or Plan fiduciaries.

Any future services updates will be agreed upon through an updated Schedule A.

Schedule B – Compensation

As a securities broker-dealer, Broker Dealer receives commission-based compensation from the Plan's record-keeping platform as indirect compensation for services provided under this Agreement as selected in Schedule A, as applicable, on behalf of the Plan.

Mutual Fund Record-keeping Platform:

When the Plan invests in mutual funds, the Plan's record-keeping platform (or its related broker-dealer) may receive 12b-1 fees paid by the funds as well as other compensation or third-party payments for providing certain distribution-related services and/or other administrative services for the Plan. The record-keeping platform pays Broker Dealer/ Representative a trail commission directly from its own assets and these amounts are remitted to Broker Dealer automatically.

The following trail commission will be payable from the record-keeping platform to Broker Dealer for the services provided under this Agreement as selected in Schedule A.

	Percentage based on Plan's total assets on the recordkeeping platform (annual advisory fee) ***Note:*** *Enter this as a percentage, not as a basis point (ex: 50 basis points equals .50%)*

Group Annuity Record-keeping Platform:

When the Plan invests in a group annuity, the Plan's group annuity platform pays Broker Dealer from its own assets a trail commission on total assets.

The following trail commission will be payable from the group annuity platform to Broker Dealer for the services provided under this Agreement as selected in Schedule A.

	Percentage based on Plan's total assets on the recordkeeping platform (annual advisory fee) ***Note:*** *Enter this as a percentage, not as a basis point (ex: 50 basis points equals .50%)*

Any future fee(s) updates will be agreed up through an updated Schedule B.

Non-ERISA client services non-discretionary/ level commission contract

This **Retirement Plan Consulting Services Agreement** is made and entered into as of the date signed below (the "Effective Date") by and between Osaic Wealth, Inc. ("Broker Dealer"), a registered investment adviser and securities broker-dealer, and SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY ("Client"), an employer sponsoring the retirement plan (the "Plan").

WHEREAS, _____, Registered Representative(s) ("Representative") is a representative of Broker Dealer and acts on behalf of Broker Dealer;

WHEREAS, the individual executing this Agreement for Client has the authority to make decisions on behalf of the Plan pursuant to the documents governing the Plan and is authorized to execute this Agreement on behalf of the Plan;

WHEREAS, Client wishes to engage Broker Dealer to provide certain Service(s), which is/are selected and more specifically detailed in Schedule A, on behalf of the Plan or its participants. The different Services that Broker Dealer can provide under this Agreement are listed below:

- Plan set up
- Plan conversion
- Recommend and monitor investment options
- Plan performance review
- Benchmarking of the platform, fees, and services
- Plan compliance review
- Participant education

WHEREAS, Broker Dealer and Representative are willing to perform such services for the fees as set forth in Schedule B, and under the terms and conditions, set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein, Broker Dealer, Representative and the Plan hereby agree as follows:

I. Services and implementation

1. Plan Authority for Final Decisions. The Plan acknowledges that it retains and will exercise final decision-making authority and responsibility for (i) the approval of any Investment Policy Statement ("IPS") and investments selected by the Plan, (ii) the implementation of any investment plan or strategy resulting from the services provided under this Agreement and (iii) the determination whether an investment is appropriate for the Plan.

2. Information from the Plan. The parties acknowledge and agree that research and recommendations made by Broker Dealer and Representative are based on the information provided to Broker Dealer or Representative by the Plan. The Plan agrees to provide Broker Dealer or Representative with all material and pertinent information regarding investment objectives, risk tolerance, participant demographics, asset allocation and the historical performance of the Plan's current and prior investments, income, and liquidity requirements as well as any other relevant matters that Broker Dealer/Representative may request from time to time (the "Information"). The Plan understands that Broker Dealer/Representative will rely on the Information without further verification and represents that such Information is true, accurate and complete as of the date provided. The Plan agrees to notify Broker Dealer/Representative in writing within ten (10) days of any material changes to any Information including but not limited to the financial condition, risk tolerance, needs or objectives of the Plan and its participants.

3. Authority to Receive Information from Third Parties. Certain information provided by Broker Dealer or Representative pursuant to this Agreement may include information obtained from independent third-party sources that are deemed reliable, but for which Broker Dealer and Representative are under no obligation to independently verify. Plan acknowledges that Broker Dealer / Representative may rely on such third-party information while providing services under this Agreement and shall have no liability for the accuracy or consistency of such information. Moreover, the prior performance of any investment strategy or investment may not be indicative of the future performance of such investment strategy or investment. In order to facilitate Broker Dealer/Representative's monitoring and review of Plan's investment performance, Broker Dealer/Representative is hereby authorized by the Plan to obtain all information from service providers, product vendors, investment managers, the Plan's trustees/administrators/custodians and any third party responsible for any aspect of Plan operation as Broker Dealer/Representative may require. The Plan hereby authorizes all such parties to promptly release said information to Broker Dealer/Representative upon request. Broker Dealer/Representative shall not be under any obligation to verify such information obtained and may rely upon such information in performing services.

4. Limitation on Broker Dealer/Representative's Role and Responsibilities. Broker Dealer/Representative does not provide legal, tax, accounting, or actuarial advice. It is the Plan's responsibility to ensure that the Plan's IPS and asset allocation choices comply with any legal, actuarial, or other requirements that apply to the Plan and that the Plan meets tax qualification requirements.

5. Change in Services. Any change in services will be communicated in writing to the Plan by delivery of a revised Schedule A to the Plan and, absent the Plan's written objection within sixty (60) days, shall take effect sixty (60) days from the delivery date specified in the Acknowledgement therein.

II. Fees

1. Commissions. In exchange for the Services provided by Broker Dealer/Representative on behalf of the Plan, as applicable, the commission-based compensation as set forth in Schedule B will be earned by Broker Dealer in its capacity as a securities broker-dealer.

2. Change in Fees. Any change in compensation will be communicated in writing to the Plan by delivery of a revised Schedule B to the Plan and, absent the Plan's objection within sixty (60) days, shall take effect sixty (60) days from the delivery date specified in the Acknowledgement.

III. Representations and warranties of Broker Dealer

The Broker Dealer represents, warrants and covenants as follows:

1. Privacy Policy. For a description of how the Plan information is shared, please see the Broker Dealer's Privacy Notice section at its website at osaic.com/disclosures.

2. Authority. Broker Dealer has the power and authority to enter into and perform this Agreement, and there are no authorizations, permits, certifications, licenses, filings, registrations, approvals, or consents that must be obtained by it from any third party, including any governmental authority, in connection with this Agreement. Broker Dealer has the full power, authority, and capacity to execute and deliver this Agreement and this Agreement constitutes a legal, valid, and binding obligation of Plan, enforceable in accordance with its terms.

IV. Representations and warranties of the Plan

The Plan represents, warrants and covenants as follows:

1. Authority. The individual executing this Agreement on behalf of the Plan represents and warrants that he/she is authorized to execute this Agreement on behalf of the Plan, and, furthermore, that the Plan has the full power, authority, and capacity to execute and deliver this Agreement and that this Agreement constitutes a legal, valid, and binding obligation of the Plan, enforceable in accordance with its terms.

2. Notice of Changes. The Plan will advise Broker Dealer/Representative of any changes in the Plan in writing within ten (10) days of such change, including any amendment to the Plan.

3. Investment Restrictions. The Plan will advise Broker Dealer/Representative of any specific investment restrictions applicable to the Plan and will give Broker Dealer/Representative written notice of any investments that the Plan deems to be in violation of such restrictions within ten (10) days of its determination as such.

4. IRS Requirements. The Plan meets the requirements under Section 403(b) or 457 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Plan will inform Broker Dealer/Representative immediately should the Plan fail to continue to meet such requirements.

5. Privacy Policy. The Plan has received and reviewed a copy of the Broker Dealer's Privacy Policy at or before the time of execution of this Agreement.

6. Investment Expenses and Disclosures. The Plan acknowledges that the Plan and its participants will incur charges, fees and other expenses under the investments selected for the Plan, in addition to the direct fee payable to Broker Dealer/Representative. The Plan acknowledges that these fees, charges, and other expenses, as well as compensation arrangements, are disclosed in the prospectus or other disclosure materials for each Plan investment, which are available from the investment sponsor or Representative. The Plan has reviewed copies of those disclosure materials.

V. Standards of care and idemnification

1. Errors and Irregularities. Broker Dealer/Representative shall have no duty to identify and/or disclose, consistent with its role as described herein, errors, irregularities, prohibited transactions, unrelated business income, or illegal acts, including fraud that may exist. Broker Dealer/Representative will inform the Plan of any such matters that come to its attention during the course of its work.

2. Legal Matters. Although Broker Dealer/Representative may from time to time provide information regarding plan compliance requirements under the Code, including in some cases discussion of one or more alternative courses of action, such information shall be understood by the parties to be information only, and not a legal opinion or legal or tax advice. Should the Plan desire a legal opinion before making a decision and/or choosing among alternative positions, then legal counsel should be separately retained for this purpose. Broker Dealer/Representative will cooperate with the Plan and its chosen legal counsel to provide any relevant information Broker Dealer/Representative has that may help the Plan and its legal counsel in their decision. If the Internal Revenue Service should later contest the position taken, there may be an assessment of taxes, interest, and/or penalties. It is understood that Broker Dealer/Representative assumes no liability for any such taxes, penalties or interest resulting from Broker Dealer/Representative's following the direction of the Plan or its respective legal counsel.

3. Other Services. Neither Broker Dealer nor Representative shall provide, nor be deemed to be providing, any services to the Plan other than those services expressly described and agreed to in this Agreement.

4. Indemnification. The Plan shall indemnify and hold Broker Dealer and its directors, officers, members, employees, and agents, including without limitation its Representative, (collectively, the "Covered Parties") harmless in the event that Broker Dealer/Representative or any other Covered Party incurs any liability, loss, claim, suit, or expense (including, without limitation, attorneys' fees) arising out of, or in connection with the following:

a. Investments involving employer stock, illiquid investments, or open brokerage;

b. Reasonable reliance on information provided to Broker Dealer/Representative in connection with discharging its obligations under this Agreement;

c. Plan actions concerning areas over which Broker Dealer/Representative has no obligation or responsibility;

d. All issues identified in Section I of this Agreement.

The parties each hereby absolutely, irrevocably and unconditionally waive the right to claim any punitive and exemplary damages in any controversies which may arise between Plan, plan sponsor's affiliates including but not limited to the Plan, Broker Dealer and/or any of Broker Dealer's employees, agents, including but not limited to its Representative, or officers concerning any account, transaction dispute or the construction, performance, breach, or termination of this Agreement or any other agreement, whether entered into prior to, on or subsequent to the date hereof.

5. Confidentiality. The Plan and Broker Dealer/Representative acknowledge that each will learn confidential information about the other in the course of this engagement. The Plan and Broker Dealer/Representative agree to maintain in strict confidence and for use only with respect to the Plan and the services to be provided pursuant to this Agreement all such confidential information that each learn about the other, including in respect of any reports or disclosures required under the Code. The Plan and Broker Dealer/Representative shall maintain the confidentiality of customer information pursuant to the Broker Dealer's Privacy Policy and Regulation S-P.

VI. Amendment, assignment, and termination of agreement

1. Amendments. This Agreement may only be amended in writing with the mutual consent of the parties hereto. Schedules A and B may be revised from time to time by Broker Dealer/Representative as described in Section I(5) and II(2).

2. Assignment. This Agreement shall not be assigned by either party without the prior consent of the other party.

3. Termination. This Agreement may be terminated by the Plan without penalty within five days of the execution date. Thereafter, this Agreement may be terminated by either party hereto at any time upon 30 days' prior written notice. Upon termination, Broker Dealer will deliver a final billing statement to the Plan for payment of fees for unbilled work performed prior to termination and reimbursement of expenses incurred through the effective date of termination, and the Plan will have a period of 30 days within which to deliver payment. All unearned fees shall be returned to client on a pro-rata basis.

4. Term. This Agreement is in effect as of the Effective Date and shall remain in effect until such time as it is terminated in accordance with this Section of the Agreement.

VII. Dispute resolution/arbitration

This Agreement contains a predispute arbitration clause, which requires that all claims arising out of transactions or activities affecting the Plan's account be resolved through arbitration. The parties acknowledge, understand, and agree that:

- All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

To the extent permitted by law, all controversies which may arise between the Plan, Broker Dealer, Registered Representative or any of their affiliated companies concerning any transaction arising out of or relating to any account maintained by the Plan, or the construction, performance, or breach of this or any other agreement among the parties whether entered into prior to, on or subsequent to the date hereto, shall be submitted to arbitration conducted under the Code of Arbitration Procedure of the Financial Industry Regulatory Authority ("FINRA"). Arbitration must be commenced by service upon Broker Dealer or Representative of a written demand for arbitration or a written notice of intention to arbitrate. Any arbitration pursuant to this Agreement shall be governed by the FINRA Code of Arbitration Procedure. The award of the arbitrators, or of the majority of them, shall be final, and judgment on the award rendered may be entered in any court of competent jurisdiction. A party's ability to have a court reverse or modify an arbitration award is very limited. This arbitration provision shall not apply where prohibited by regulation or law.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class action who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the Client/Plan is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a wavier of any rights under this Agreement except to the extent stated herein.

VIII. Miscellaneous

1. Entire Agreement. This Agreement is in full force and effect as of the Effective Date and, including any referenced schedules, is the entire Agreement between the parties with respect to the subject matter of this Agreement. This Agreement supersedes any previously existing contract, writing, and discussions between Broker Dealer, Representative and the Plan.

2. Governing Law. Except to the extent federal law preempts state law, the validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of New York, excluding its conflicts of law's provisions.

3. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed as original, but all of which taken together shall constitute one and the same instrument.

4. Authorized Signatories. Each of the individuals whose signature appears below warrants that he/she has full authority to execute this Agreement on behalf of the party on whose behalf he/she has affixed his signature to this Agreement.

5. Notices. Any and all notices and reports required or permitted under this Agreement to be delivered to Broker Dealer/Representative shall be sufficient in all respects if delivered by U.S. mail or overnight express delivery (postage prepaid) to the address of record. Any and all notices and reports required or permitted under this Agreement to be delivered

to Plan shall be sufficient in all respects if delivered by U.S. mail or overnight express delivery (postage prepaid) to the address as set forth on the signature page. **Further, Plan hereby opts-in and consents to the use of electronic delivery as provided for on the signature page for the receipt of any legally required disclosure or notice or other communication from the Broker Dealer/Representative.** Notices provided by U.S. mail shall be deemed given three (3) days after deposit with the U.S. Postal Service, by overnight express delivery shall be deemed given one (1) day after deposit with a reputable overnight express delivery company, or by e-mail on the first day after sending such e-mail and where no rejection of such e-mail is received by the sending party related to such sent e-mail. The parties' addresses may be changed by providing appropriate notice in writing.

6. Headings. Headings contained in this Agreement are for convenience only and are not intended to limit the terms or change the interpretation of terms stated in the Agreement.

7. Severability. If any part of this Agreement is found to be invalid or unenforceable, it will not affect the validity or enforceability of the remainder of the Agreement.

Signatures on next page

This agreement contains a predispute arbitration clause in Section VII

Client acknowledges the timely delivery and receipt of this Agreement. By signing and returning this Agreement, Client is agreeing that Client, on behalf of itself and the Plan (a) has received, read, understood, and are legally bound by the terms and conditions of this Agreement, and (b) acknowledges having read the Privacy Policy.

Agreed and accepted: _____ day of_____ ,20_____by:

Client:	
Print company name:	**Plan name:**
SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY	SOUTH BAYSIDE WASTE MANAGEMENT 457 PLAN
Authorized person:	
Signature of authorized person for client:	**Street address:**
	610 ELM ST. SUITE 202
Print name of authorized person for client:	**City, State, Zip:**
	SAN CARLOS, CA 94070
	Client email address of record:
	jmangini@rethinkwaste.org

Schedule A – Services

The following services are specifically selected and agreed to be provided by Broker Dealer/ Representative.

Plan level services

☐ Plan set up

Broker Dealer/Representative will assist in the initial set up of a new Plan on a record-keeping platform. This may include support in the following:

- Assist in performance of analysis to help with Plan design and the Request for Proposal (RFP) from record-keeping platform providers as well as reviewing the responses and preparing a summary of the RFP.
- Assist in development of an investment policy statement (IPS).
- Assist in the review and design of the Plan's investment menu, with recommendations as to the structure of the investment menu as well as recommendations for the investments to be offered.
- Assist with the coordination of services offered by Plan service providers and act as liaison (on an as needed basis) for the Plan.
- Assist with initial employee enrollment, retirement and/or investment education meetings.

☑ Plan conversion

Broker Dealer/Representative will assist with converting the Plan from an existing record-keeping platform to a new record-keeping platform. This may include support in the following:

- Assist with the preparation of Request for Proposal (RFP) from prospective new record-keeping platforms and review and compare the responses as well as help prepare a summary of the RFP.
- Assist in the review and design of the plan's investment menu, with recommendations as to the structure of the investment menu as well as recommendations for the investments to be offered. This includes support for mapping existing Plan investments to new Plan investments.
- Assist with the coordination of services offered by Plan service providers and act as liaison (on an as needed basis) for the Plan.
- Assist with participant meetings to educate on the conversion to a new platform and the timeline as it may affect the participants' view/ accessibility to their accounts as well as to the potential new investment options and features being offered.

☑ Recommend and monitor investment options

Broker Dealer/Representative will assist by periodically reviewing (at least annually) the investment options of the Plan's investment menu and, when warranted, recommend possible change in investment option(s). This may also include support in the following:

- Assist in development of an investment policy statement (IPS). If the Plan has an existing IPS then assist in the Plan's review of the existing IPS in determining whether the Plan's investments are consistent with the goals set forth in its IPS and assist in identifying appropriate revisions to the IPS.
- Assist with the identification and review of the Qualified Default Investment Alternative(s) (QDIA(s)) and provide recommendation, when warranted, to possible change in QDIA(s).

- Assist with review of the investment objectives of the Plan to determine if the investment objectives continue to meet the needs and objectives of the Plan and its IPS.
- Assist with providing third party investment reports.

☐ Plan performance review

Conduct periodic review (at least annually) to assist with determining whether the terms of the Plan and the design thereof are meeting the needs of the Client and the Plan's participants. This may include support in the following:

- Assist with review of the investment options as to alignment with the IPS and, when warranted, recommend possible change in investment option(s).
- Assist with review of the investment objectives of the Plan to determine if they continue to meet the needs and objectives of the Plan and its IPS.
- Assist with review of the service provider(s) to ensure they are meeting the needs of the Plan.
- Assist with review of the retirement readiness of the participants as defined by the Plan by performing/obtaining analysis on participation, contribution rates, asset allocation/rebalancing, outstanding loans, etc.

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Broker Dealer/Representative will assist with periodic reviews and benchmarking of the Plan's fees, services, and investments. This may include support in the following:

- Assist in the preparation of a Request for Proposal (RFP) from record-keeping platform providers and review and compare the responses as well as help prepare a summary of the RFP, and when warranted recommend possible change in record-keeping platform provider.
- Assist with review of the Plan Expense Recapture Account (PERA) in monitoring the Plan's fees, and when warranted recommend possible change in fee structure to reduce fees.
- Assist in working with a third-party service provider to develop a benchmarking report based on the demographics of the Plan and characteristics of the Client in terms of size, location, industry, etc.
- Assist with review of the service provider(s) to ensure they are meeting the needs of the Plan.

☑ Plan Compliance Review

Conduct periodic review (at least annually) of specific Plan items as determined by the Plan and advise the Plan whether it is operating in accordance with Plan documents as it relates to the specific items. This may include support in the following:

- Assist with review of the existing IPS in determining whether the Plan's investments are consistent with the goals set forth in its IPS and assist in the identification of appropriate revisions to the IPS, and when warranted recommend possible change in IPS when goals have changed.
- Assist with review and perform research and provide reports to assist the Plan in evaluating reasonableness of fees and completion of services by the other service providers
- Assist with educating/training the Plan committee in developing knowledge of their fiduciary obligations. This includes assisting in the development and maintenance of a file that includes documentation demonstrating prudent processes are being followed pertaining to the operation of the Plan.

Participant level services

☐ Participant education services

Advisor/Representative will coordinate and/or conduct periodic investment, enrollment and/or retirement education meetings for Plan participants as determined by the Plan. This may also include support in the following:

Non-Fiduciary Services:

- Assist in development of a participant education and communication strategy which fits the needs, objectives, and demographics of the employee/Plan participant base.
- Assist with review and comparison of the current needs and objectives of the Plan to the education program and goals to ensure the Plan continues to meet its objectives.
- Assist in providing participant support via phone and email communication.

Excluded Services

In no event shall any of the selected services provided by Broker Dealer/Representative include any of the following excluded services or related responsibilities:

- **Tax Qualification.** Reviewing or amending Plan documents for compliance with changes in tax qualification requirements.
- **Plan Contributions.** Ensuring that contributions by Client or from participants are timely deposited with the trustee or custodian for the Plan.
- **Custody of Plan Assets.** Taking custody or possession of any Plan assets.
- **Proxies.** Rendering advice on, or taking any action with respect to, the voting of proxies solicited on behalf of any securities held in trust by the Plan.
- **Employer Stock Fund.** Providing advice to the Plan fiduciaries regarding the prudence of adopting, maintaining, continuing, or discontinuing any investments in employer stock or an employer stock fund.
- **Mutual Fund, Brokerage Windows.** Providing investment advice to Plan fiduciaries regarding the prudence of maintaining or continuing any mutual fund window or brokerage account window under the Plan, or, unless otherwise agreed to in a separate writing, providing investment advice to participants concerning investments through any such window under the Plan.
- **Discretionary Plan Administration.** Interpreting the Plan, determining eligibility or participation under the Plan, approving or disapproving claims for benefits, distributing Plan assets to pay benefits or expenses, or making any other discretionary decisions with respect to the administration of the Plan.
- **Governmental Reports.** Filing reports and forms that are required to be filed for the Plan or Plan fiduciaries.

Any future services updates will be agreed upon through an updated Schedule A.

Schedule B – Compensation

As a securities broker-dealer, Broker Dealer receives commission-based compensation from the Plan's record-keeping platform as indirect compensation for services provided under this Agreement as selected in Schedule A, as applicable, on behalf of the Plan.

Mutual Fund Record-keeping Platform:

When the Plan invests in mutual funds, the Plan's record-keeping platform (or its related broker-dealer) may receive 12b-1 fees paid by the funds as well as other compensation or third-party payments for providing certain distribution-related services and/or other administrative services for the Plan. The record-keeping platform pays Broker Dealer/ Representative a trail commission directly from its own assets and these amounts are remitted to Broker Dealer automatically.

The following trail commission will be payable from the record-keeping platform to Broker Dealer for the services provided under this Agreement as selected in Schedule A.

	Percentage based on Plan's total assets on the recordkeeping platform (annual advisory fee) ***Note:*** *Enter this as a percentage, not as a basis point (ex: 50 basis points equals .50%)*

Group Annuity Record-keeping Platform:

When the Plan invests in a group annuity, the Plan's group annuity platform pays Broker Dealer from its own assets a trail commission on total assets.

The following trail commission will be payable from the group annuity platform to Broker Dealer for the services provided under this Agreement as selected in Schedule ~~A.~~

0.40%	Percentage based on Plan's total assets on the recordkeeping platform (annual advisory fee) ***Note:*** *Enter this as a percentage, not as a basis point (ex: 50 basis points equals .50%)*

Any future fee(s) updates will be agreed up through an updated Schedule B.

4D

STAFF REPORT

To:	**RETHINKWASTE Board Members**
From:	**Hilary Gans, Senior Operations and Engineering Manager**
Date:	**April 24, 2025 Board of Directors Meeting**
Subject:	**Resolution Approving the MRF Harris Baler Refurbishment at a Not to Exceed amount of $174,475**

Recommendation

It is recommended that the RETHINKWASTE Board of Directors approve Resolution No. 2025-07 attached hereto authorizing the following action: Resolution Approving RethinkWaste-owned Material Recovery Facility's (MRF) Harris Manufactured (Harris) Baler Refurbishment at a Not to Exceed amount of $174,475

Summary

The Shoreway MRF has two industrial-scale hydraulic-powered balers (Harris and IPS) that process all the sorted commodities into transportable bundles for shipping (except glass). The Harris baler was last refurbished in 2012 and currently needs major parts replacement (re-line). A quote for $184,475 for service and materials/parts by Olympic Baler is attached. This quote also includes $10K contribution from SBI towards the cost of the project per the terms of the Operating Agreement for a total of $174,475 for RethinkWaste.

Analysis

The MRF balers are an essential part of the MRF operations and it processes the sorted recyclables into bundles for shipping. The Harris baler is about 20 years old and was last refurbished approximately 12 years ago and needs major wear parts replacement and extensive labor to install them (see Attachment A). This attachment includes a work order and scope of work by Olympic Baler. It is expected that this work will extend the baler's critical useful life for another 7-10 years. The current cost of a new replacement unit is estimated to be $1.5M-$2.5M.

The work is expected to take one week and will commence after all component parts are in stock. All commodity baling will be switched to the other (IPS) baler so that MRF processing will not be impacted.

Background

The baler is manufactured by Harris baler, was installed at Shoreway in 2004 and has functioned reliably for over 20 years. While the baler is old, it is a reliable machine that is well worth the investment to extend the useful life until a new baler is purchased.

Fiscal Impact

The RethinkWaste maintains an MRF Equipment Replacement Reserve that anticipates major capital repairs. This Baler refurbishment project has been budgeted for $100,000 and the balance of the expense will be applied against this reserve.

Attachments:

Resolution 2025-07

Attachment A – SBI Work Order/Olympic Baler Quote for Harris Baler Refurbishment

RESOLUTION NO. 2025-07

RESOLUTION APPROVING THE MRF HARRIS BALER REFURBISHMENT AT NOT TO EXCEED AMOUNT OF $174,475

WHEREAS, the Harris Baler is an essential piece of equipment for MRF that is owned by the RethinkWaste,

WHEREAS, the Harris HRB baler is over 20 years and was last refurbished 12 years ago and is currently in need of service,

WHEREAS, SBI has provided a work order and quote for $184,475 from Olympic Baler for the necessary work which includes a $10,000 contribution towards the project expense.

NOW, THEREFORE BE IT RESOLVED that the South Bayside Waste Management Authority hereby approves Resolution Approving the Harris HRB Baler Refurbishment Project for an NTE amount of $174,475

PASSED AND ADOPTED by the Board of Directors of the South Bayside Waste Management Authority, County of San Mateo, State of California on the 24 day of April, 2025 by the following vote:

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

I HEREBY CERTIFY that the foregoing Resolution No. 2025-07 was duly and regularly adopted at a regular meeting of the South Bayside Waste Management Authority on April 24, 2025

ATTEST:

Adam Rak, Chairperson of RETHINKWASTE

Cyndi Urman, Clerk of the Board

South Bayside Industries

Rethink waste
South Bayside Waste Management Authority
A Public Agency

SHOREWAY ENVIRONMENTAL CENTER
WORK ORDER REQUISITION

Date: 3/25/2025

Project Number: 2024-0144

Requested by: Dwight Herring

[X] South Bayside Industries
333 Shoreway Road
San Carlos, CA 94070

[ ] RethinkWaste
610 Elm Street, Suite 202
San Carlos, CA 94070

Work Summary: Reline and repair of the HRB Baler

Area

- [X] MRF Building
- [ ] Transfer Station Building
- [ ] SBR Maintenance Shop
- [ ] Canopied Truck Shop
- [ ] Scale House
- [ ] Admin Offices
- [ ] Scales
- [ ] Fencing/Security

Completed by

- [ ] SBI
- [X] Subcontractor

Project Cost

- [ ] SBI Time and Materials Project
- [ ] SBI Pass Through to RethinkWaste
- [ ] Estimated Hours
- [ ] Subcontractor Direct Bill to RethinkWaste

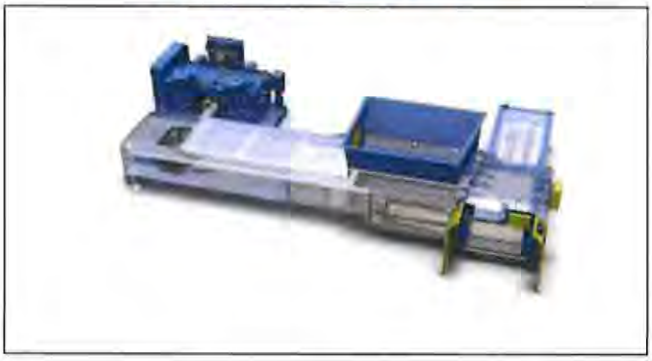
[ ]	Parts Cost (Attached)	
[X]	Subcontractor Quote (Attached)	$184,475.00
[x]	SBI Labor	($10,000.00)
	Subtotal	$ 174,475.00
	Markup (10%)	
	Total Project Expene	**$ 174,475.00**

Project Dates: Start _____ Finish _____

RethinkWaste Approval Name/Title: Hilary Gans/Contracts Manager — Date: 3/25/25

SBI Approval Name/Title: Dwight Herring — Dwight Herring/General Manager — Date: 3/25/2025

Olympic
wire and equipment, Inc.
P.O. Box 3227 ~ Newport Beach, CA. 92659
Tel (949) 646-9731 Fax (714) 436-0240
www.olympicequipment.com



10/28/24

SOUTH BAYSIDE INDUSTRIES
Robert Orique
333 Shoreway Rd.
San Carlos, CA 94070
RE: Harris Centurion SN:2825

Dear Robert,

Thank you for giving us the opportunity to quote our reline services for your Centurion Baler in San Carlos. I've provided our proposed scope of work in the outline below, it is based on a recent visit to your plant and discussions with you on mutual understanding of the baler needs. Please take a moment to read and review.

Scope of work:

- Initiate reline by disassembling baler, removing main and eject ram, door and hoper area to prepare for the reline process.
- Frame area, remove and replace all floor liners and strip liners in the Frame gather area as well as in the compression chamber area.
- Remove and replace rear side wall strips.
- Main gatherer, remove and replace the bottom, face, side strip liners and side liners.
- Main Cylinder rotate rod on gatherer back face mount.
- Main gatherer, flip knives and new hardware.
- Eject ram face & bottom also new bolts for main cylinder mount.
- Eject door, remove and replace bottom and track with hardware.
- Shear beam, remove and replace serrated knives and hardware.
- Door cylinder reseal rod end.
- Pressure wash Power Unit and Cooler.
- Re-assemble and Install all components for your Centurion Baler.
- Olympic to stand by while baler is tested for proper operation for 4 hours.

Schedule:

OW&E will provide two four men crews working 8.5 /12 hour shifts round the clock 24hrs. We will supply; welders, torches, hand tools and safety equipment as required for completing this project.

Pricing:

Approximate labor based on Straight time rates.	**$ 129,984.00**
8 – 12 hours shifts – 12 hr. 24hr shifts 8 men over a weekend (Start Mon-Sat)	
Supplies	**$ 3,800.00**
All Harris OEM Parts supplied	**$ 32,231.00**
Travel & per Diem	**$ 12,500.00**
Equipment Rental	**$ 5,960.00**
Total	**$ 184,475.00**

Validity: This Quote is good for 60 Days. Require 3-4 week advanced notice to schedule job.

Payment Terms:

40% Down Payment with order.
60% net 15 days after project is complete.

Exclusions and Exceptions:

1. Additional Equipment Rental.
2. Parts Freight Cost Not Included.
3. Hydraulic Oil.
4. Additional steel not mentioned in the scope of work.
5. Construction and processing permits.
6. Unforeseen damages outside of original scope of work.
7. *This quote is based on a clear and free from debris area.
8. *Please note this is an estimate only. If we discover additional items we will bring it to the attention of all parties involved, to discuss change order authorization before commencement of any work.

We at Olympic Wire and Equipment, Inc. would like to thank you for the opportunity to bid this work. Olympic has 28 years extensive experience working with single stream separation equipment, Baler installations, baler relines and repairs. We are competent, confident and eager to complete this project for you and South Bayside Industries.

Please call me if you have any questions reference this bid at 949 646 9731

Sincerely,

Manny Enciso

Cc:
Jim Walker

Approved by: (Please Print): _____

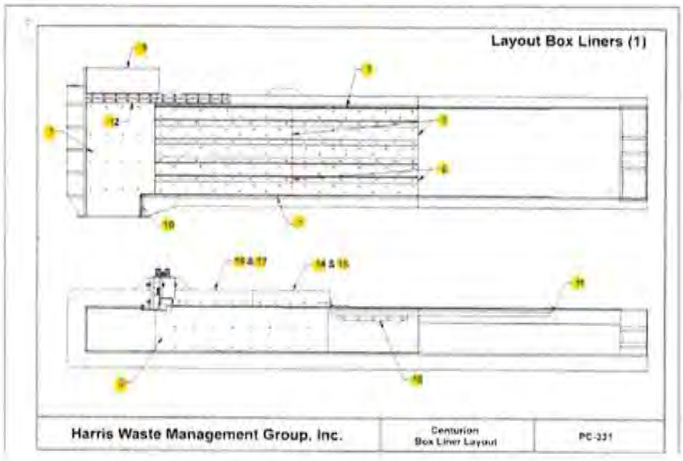
Signature: _____ **Date:** _____

Title: _____

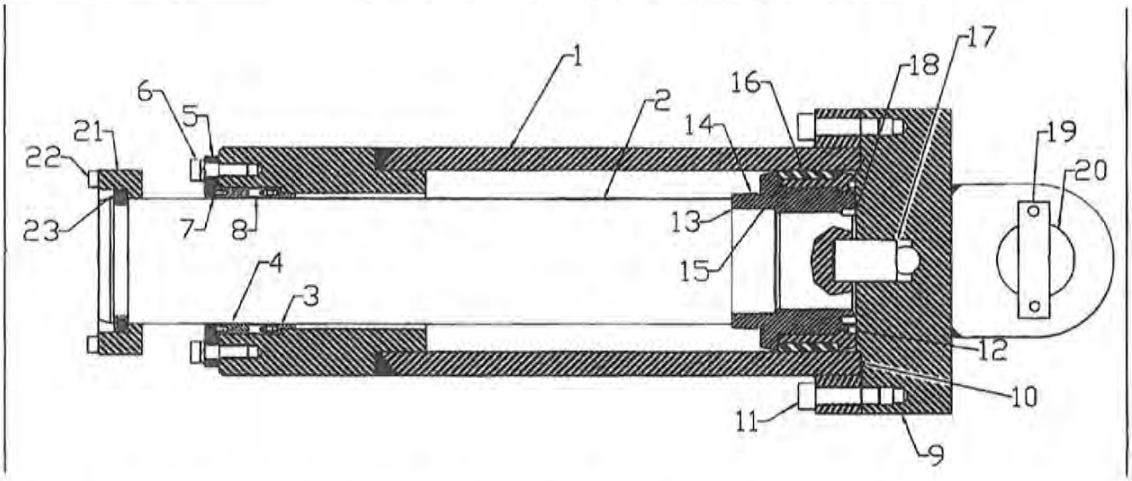
Company: _____ **PO No.** _____

I UNDERSTAND MY SIGNATURE ABOVE CONSTITUTES ACCEPTANCE OF THIS QUOTATION, AND CONVERTS IT TO AN ORDER TO OLYMPIC WIRE AND EQUIPMENT, INC. I UNDERSTAND THAT PAYMENTS ARE DUE UPON THE TERMS ABOVE. MY SIGNATURE ABOVE ALSO ACKNOWLEDGES THAT IN THE EVENT OF LITIGATION TO COLLECT THE PROCEEDS DUE HEREUNDER, THE SIGNED AGREES TO PAY REASONABLE ATTORNEY FEES.

HARRIS WASTE MANAGEMENT GROUP, INC.			HRB-CENTURION LAYOUT BOX LINERS | L H PLAIN KNIFE	PC-331 PAGE 5
REF. NO.	NO. REQ'D.	PART NO.	PART NAME	
1	1	D39340A	Press Box Bottom Liner (WELD ON)	
2	1	D39340B	Press Box Top Liner (WELD ON)	
3	1	D39340C	Charge Box Eject - Side Liner (WELD ON)	
4	1	D39340D	Press Box End Wall Liner (WELD ON)	
5	10	D39340Q	Wide Bed Strip Liner (WELD ON)	
6	8	D39340R	Narrow Bed Strip Liner (WELD ON)	
7	1	D39340G	Right Side Wall Liner (WELD ON)	
8	1	D39340J	Throat Liner (WELD ON)	
9	2 1	D39340K	Top & Bottom Exit Chute Liner (WELD ON)	
10	1	D39340L	R.H. Side Wall Liner (WELD ON)	
11	2	D39340P	Gatherer Tail Guide Strip Liner (WELD ON)	
12	8	D39195C	Door Guides	
	12	D29220A	Capscrew ¾"-10NC x 1 ¼" 50 Deg. Fl. Hd.	
	12	D29220B	Capscrew ¾"-10NC x 1 ½" 50 Deg. Fl. Hd.	
	24	D29220J	Capscrew ¾"-10NC x 3" 50 Deg. Fl. Hd.	
	24	819965	Nut, Hex, Lock ¾"-10NC	
13	1	D39196D	Ejector Ram Guide	
	8	D29220R	Capscrew ¾"-10NC x 4 1/2" 50 Deg. Fl. Hd.	
	8	819965	Nut, Hex, Lock ¾"-10NC	
14	1	D39196G	Gatherer Hold Down, Rear Left	
	6	D29221M	Capscrew 1"-8NC x 5 1/2" 50 Deg. Fl. Hd.	
	6	805078	1" Washers	
	6	819966	Nut, Hex, Lock 1"-8NC	
15	1	D39196J	Gatherer Hold Down, Rear Right	
	6	D29221M	Capscrew 1"-8NC x 5 1/2" 50 Deg. Fl. Hd.	
	6	805078	1" Washers	
	6	819966	Nut, Hex, Lock 1"-8NC	
16	1	D39196L	Gatherer Hold Down, Front Right	
	8	D29221M	Capscrew 1"-8NC x 5 1/2" 50 Deg. Fl. Hd.	
	8	805078	1" Washers	
	8	819966	Nut, Hex, Lock 1"-8NC	
17	1	D39196K	Gatherer Hold Down, Front Left	
	7	D29221M	Capscrew 1"-8NC x 5 1/2" 50 Deg. Fl. Hd.	
	7	805078	1" Washers	
	7	819966	Nut, Hex, Lock 1"-8NC	
18	2	D39196E	Gatherer Hold Up	
	10	D29221M	Capscrew 1"-8NC x 5 1/2" 50 Deg. Fl. Hd.	
	10	805078	1" Washers	
	10	819966	Nut, Hex, Lock 1"-8NC	

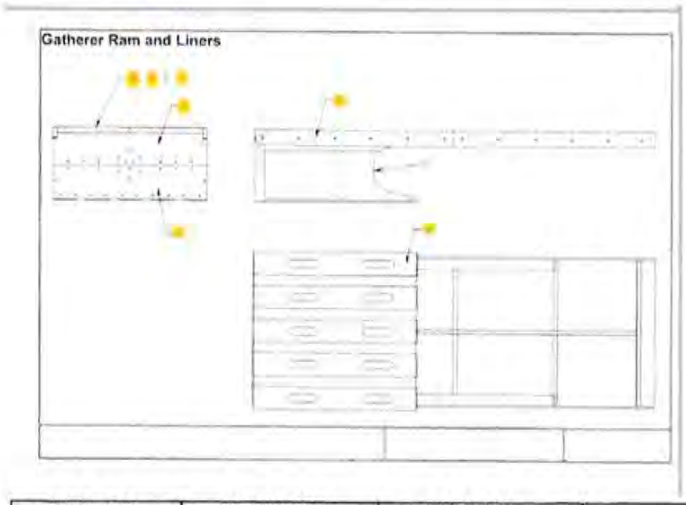


19	2	D70302D	Keeper Plate
	4	802366	Capscrew ½"-13nc x 1 1/4" Hex Hd.
	4	805060	½" Lockwasher
20	1	D70302C	Pin
21	1	D39150A	Bolting Ring
22	6	818055	Capscrew 1 ¼"-7nc x 5" Lg. Soc. Hd.
	6	818218	1 ¼" Lockwasher
23	1	202967000	Split Bolting Ring

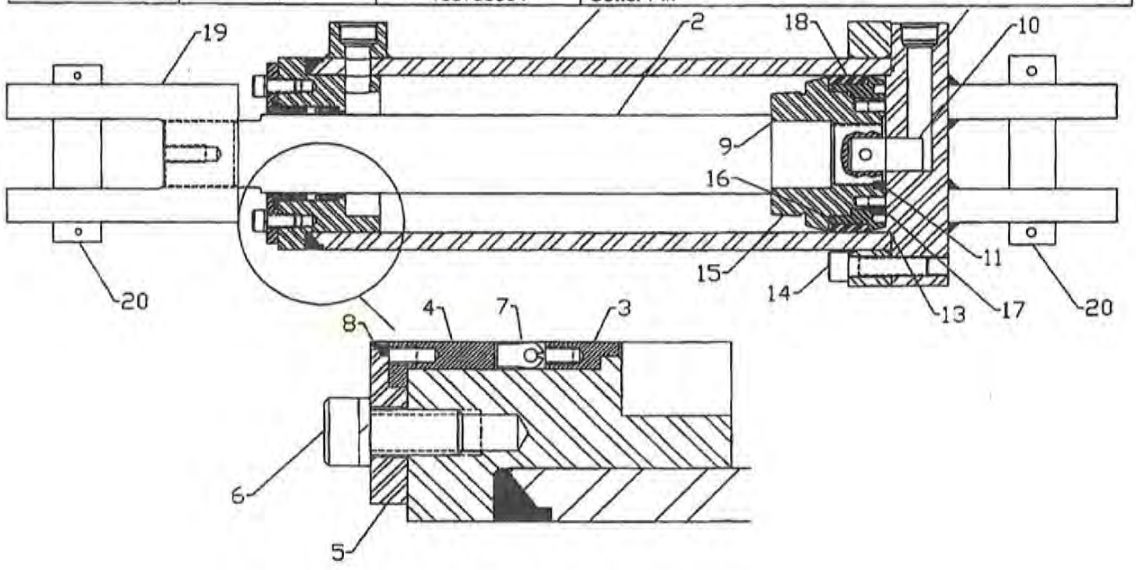


HARRIS WASTE MANAGEMENT GROUP, INC.	HRB-CENTURION GATHERER RAM LINERS	PC-331 PAGE 7

REF. NO.	NO. REQ'D.	PART NO.	PART NAME
1	1	D42313A	Top Face Liner (WELD ON)
2	1	D42313C	Bottom Face Liner (WELD ON)
3	4	D39167B	Side Liners
	2	D29220J	Capscrew 3/4"-10NC x 3" 50 Deg. Fl. Hd.
	22	D29220P	Capscrew 3/4"-10NC x 4" 50 Deg. Fl. Hd.
	22	819965	Nut 3/4"-10NC Hex Lock
4	5	D39167C	Bottom Strip Liners (WELD ON)
5	2	D27968A	Knife 2 X5 X 28.43
6	8	D30345A	Knife Washers
7	8	D20754G	Capscrew 1 ¼"-7NC x 4" 50 Deg. Fl. Hd.
8	4	809654	Jack Bolts 1 ¼"-7NC x 4" Hex Hd.
	4	804769	Jam Nut 1 ¼"
9	1	D39149A	Gatherer Ram

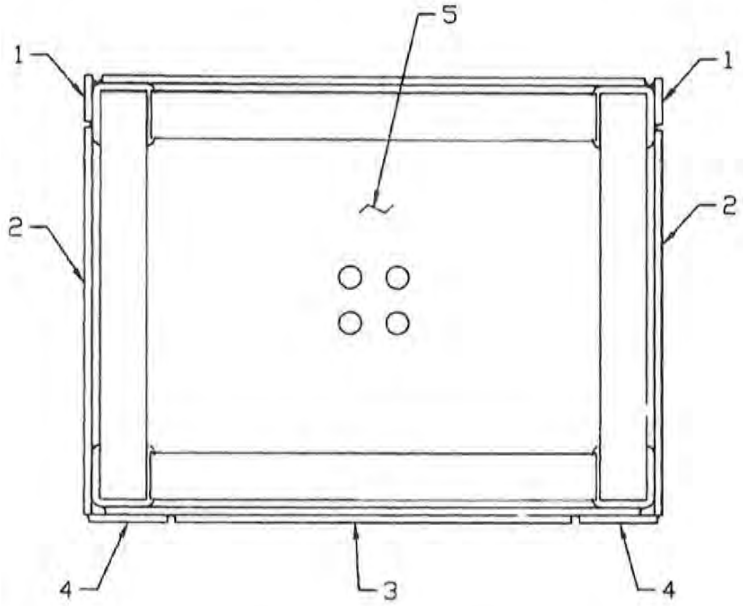


REF. NO.	NO. REQ'D.	PART NO.	PART NAME
1	1	D39005A	Cylinder Tube 7" Dia.
2	1	D39012A	Piston Rod 3 1/2" Dia.
3	1	D39013B	Inner Bushing
4	1	D29590A	Outer Bushing
5	1	D29591A	Packing Retainer
6	6	809543	Capscrew 5/8"-11NC X 1 1/4" lg. Soc. Hd.
	6	818209	5/8" Lockwasher
7	1	855041	Rod Seal
8	1	855040	Rod Wiper
9	1	805404	Rod "O" Ring (313.13)
10	1	D02694A	Cushion Piston 1 1/2"
11	1	D20527F	Rod Dowel Pin 1/2" x 3/4"
12	1	D39008A	Rear Head
13	1	834117	"O" Ring (775.13)
14	11	818015	Capscrew 7/8"-9NC X 3 1/2" Lg. Soc. Hd.
15	1	D39010A	Piston Hub
16	1	805407	"O" Ring (550.13)
17	1	D20527A	Piston Head Dowel 1/4" x 3/8"
18	1	D39011A	Packing Ring
19	1	D39013A	Rod End
20	2	203706000	2" x 7" Pin
	4	108765004	Cotter Pin



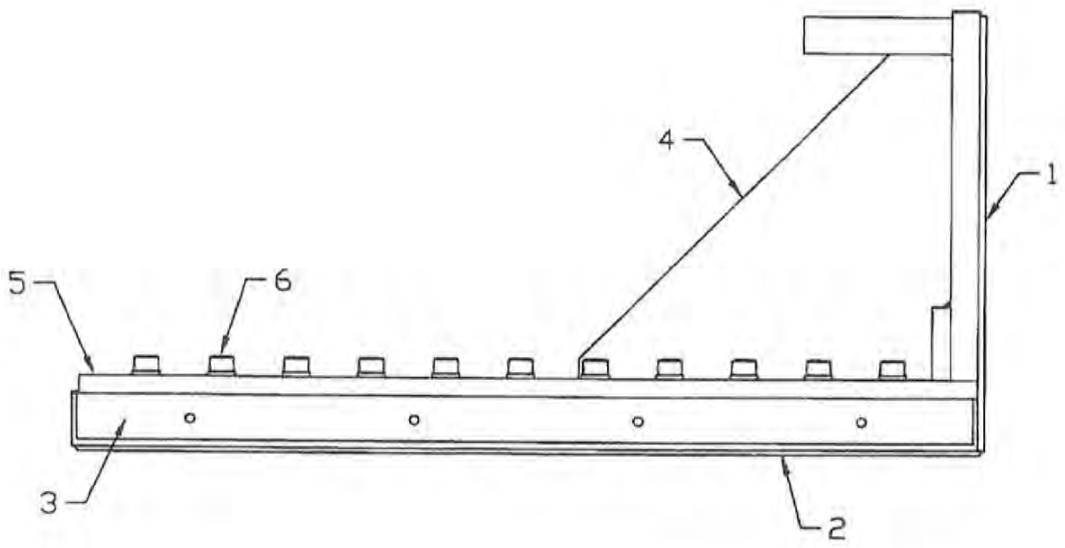
HARRIS WASTE MANAGEMENT GROUP, INC.	HRB-CENTURION EJECTOR RAM LINERS	PC-331 PAGE 8

REF. NO.	NO. REQ'D.	PART NO.	PART NAME
1	2	D39170B	Guide Liners (WELD ON)
2	2	D39170C	Side Liners (WELD ON)
3	1	D39170F	Front Bottom Liners (WELD ON)
4	2	D39170G	Bottom Side Liners (WELD ON)
5	1	D39169A	Ejector Ram



HARRIS WASTE MANAGEMENT GROUP, INC.	HRB-CENTURION COMBO DOOR LINERS	PC-331 PAGE 9

REF. NO.	NO. REQ'D.	PART NO.	PART NAME
1	2	D39155A	Front Liners (WELD ON)
2	2	204121000	Side Liners (WELD ON)
3	2 1	204122000	Top & Bottom Liners (WELD ON)
4	1	D39190A	Combo Door
5	2	204123000	Door Guide
6	22	809513	Capscrew 3/4"-10NC x 3" Soc. Hd.
	22	116595001	Washers 3/4"



PLEASE NOTE: THE LEAD TIME ON PARTS FROM HARRIS CURRENTLY IS 4 - 5 WEEKS ANY REQUEST FOR QUICKER LEAD TIMES FROM HARRIS WILL ADD A 20% MARK UP TO PARTS DIRRECTLY FROM HARRIS.