DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY
CITY OF CRESCENT CITY
COUNTY OF DEL NORTE
STATE OF CALIFORNIA

Board of Supervisors Chambers
Flynn Center 981 H Street
Crescent City, CA

Regular Session **Tuesday February 16, 2016** **3:30 PM**

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The Solid Waste Management Authority of the City of Crescent City and the County of Del Norte, State of California, is now meeting in Regular Session. Only those items that indicate a specific time will be heard at the assigned time. All items may be taken out of sequence to accommodate public and staff availability.

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All documents referred to in this agenda are available at the Office of the Del Norte Solid Waste Management Authority at 1700 State Street in Crescent City, between the hours of 8 A.M. and 5 P.M. Monday through Friday OR online at www.recycledelnorte.ca.gov

For more information call 465-1100 or email dnswma@recycledelnorte.ca.gov

3:30 PM **CALL MEETING TO ORDER / ROLL CALL**

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS:

3:30 PM ANY MEMBER OF THE PUBLIC MAY ADDRESS THE SOLID WASTE MANAGEMENT AUTHORITY ON ANY MATTER ON OR OFF THE AGENDA. After receiving recognition from the Chair, please give your name and address for the record. Comments will be limited to three minutes.

OPEN SESSION ITEMS:

1. **CONSENT AGENDA**

   1.1 Approve minutes, Regular Session, Tuesday, January 19, 2016. **
   1.2 Approve budget transfer in the amount of $35,920.00 **

END CONSENT AGENDA

2. DIRECTOR'S & TREASURER'S REPORTS

Agenda items 2.1 through 2.5 are provided for information only

2.1 Director's Report **

2.2 Treasurer/Controller Report for December 2015 **

2.3 Claims approved by Director for January 2016 **

2.4 Monthly Cash and Charge Reports for January 2016 **

2.5 Earned Revenue Comparisons between FY14/15 and FY15/16 **

DISCUSSION/ACTION ITEMS

3. LANDFILL POSTCLOSURE

3.1 Discussion and possible action regarding letters to residential properties adjacent to the Crescent City Landfill seeking permission to collect and analyze samples from residential water wells. **

4. COLLECTIONS FRANCHISE

4.1 Discussion regarding the recent passing of Jordan Kekry and potential future impacts to the processing and marketing of recyclables collected by Recology Del Norte, and related services. **

5. TRANSFER STATION

5.1 Discussion regarding the services provided by Hambro/WSG at the Del Norte County Transfer Station.

6. OTHER GENERAL SOLID WASTE AUTHORITY MATTERS

6.1 Discussion and possible action regarding the Del Norte Solid Waste Management Authority Work Plan for 2016. **

6.2 Discussion and possible action regarding public notice, recruitment and process for selecting a Public Commissioner. **

6.3 Discussion and possible action regarding a process to possibly revise the 'Revised Joint Powers Agreement between the City of Crescent City and the County of Del Norte Creating the Del Norte Solid Waste Management Authority' as requested by Supervisor David Finigan. **

6.4 Discussion and possible action regarding a request for two Authority-allocated bins to assist with cleanup and invasive species removal efforts at Pacific Shores as requested by Liisa Schmoele of the US Fish and Wildlife service. **

7. CLOSED SESSION ITEMS:

7.1 CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representative: Tedd Ward, DNSWMA Director
Employee Organization: Del Norte Solid Waste Management Authority Employees / SEIU Local 1021
-- Pursuant to Government Code Section 54957.6.

8. **ADJOURNMENT**
Adjourn to the next meeting of the Del Norte Solid Waste Management Authority scheduled for 3:30 P.M., March 15, 2016 at the Del Norte County Board of Supervisors' Chambers, 981 H Street, Suite 100 in Crescent City.

**** Asterisks next to Agenda Item indicates an associated attachment**

DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY
CITY OF CRESCENT CITY
COUNTY OF DEL NORTE
STATE OF CALIFORNIA
Regular Session, Tuesday January 19, 2016, 3:30 PM

PRESENT:	Commissioner Ron Gastineau Commissioner Blake Inscore Commissioner Martha McClure, Vice Chair Director Tedd Ward Legal Counsel Martha Rice Treasurer/Controller Richard D. Taylor Authority Clerk Katherine Brewer
ABSENT:	County Commissioner Position vacant pending appointment Public Member Position vacant pending appointment
ALSO PRESENT:	Wes White, Hambro Waste Solutions Group Jeremy Herber, Recology Del Norte

3:30 PM CALL MEETING TO ORDER

Vice Chair McClure called the meeting to order in regular session at 3:34 p.m.

PLEDGE OF ALLEGIANCE

The pledge was led by Vice Chair McClure.

3:30 PM PUBLIC COMMENTS:

The following person(s) addressed the Authority:

Elizabeth Henry, County resident, welcomed new Commissioner Blake Inscore. She also questioned why the Director's Report was always placed near the end of the agenda.

Bill Lonsdale, City resident, also welcomed Commissioner Inscore and congratulated Jeremy Herber on his appointment as General Manager of Recology Del Norte. Mr Lonsdale felt Recology provided good service. He also expressed his hope that the second County seat on the Board and the Public Member seat would soon be filled.

1.1

OPEN SESSION ITEMS:

1. CONSENT AGENDA

1.1 Approve minutes, Regular Session, Tuesday, December 15, 2015.
1.2 Approve payment of invoice 123156 to North Coast Laboratories in the amount of $6,327.00.
1.3 Approve payment of invoice 41797 to Scales Northwest in the amount of $7,015.75.
1.4 Approve budget transfer in the amount of $16,487.00.

END CONSENT AGENDA

On a motion by Commissioner Gastineau, seconded by Commissioner Inscore, and unanimously carried on a polled vote, the Del Norte Solid Waste Management Authority approved and adopted the consent agenda, consisting of items 1.1-1.4, as presented.

DISCUSSION/ACTION ITEMS

6. DIRECTOR'S & TREASURER'S REPORTS
Agenda items 6.1 through 6.5 are provided for information only

Following some discussion and by consensus, Board members agreed that the standard Authority agenda format will have the Director's Report follow the Consent Agenda.

6.1 Director's Report. **231501**
6.2 Treasurer/Controller Report for November 2015.
6.3 Claims approved by Director for December 2015.
6.4 Monthly Cash and Charge Reports for December 2015.
6.5 Earned Revenue Comparisons between FY14/15 and FY15/16.

The above-listed reports were presented and accepted.

2. LANDFILL POSTCLOSURE

2.1 Discussion and possible approval of a contract with Richard B. Davis to conduct an aerial survey of the Crescent City Landfill for an amount not to exceed $3,790.00. **040101**

On a motion by Commissioner Gastineau, seconded by Commissioner Inscore, and unanimously carried on a polled vote, the Del Norte Solid Waste Management Authority approved a contract with Richard B. Davis to conduct an aerial survey of the Crescent City Landfill for an amount not to exceed $3,790.00.

2.2 Discussion and possible action regarding the Semi-Annual Report regarding the Crescent City Landfill for July-December 2015 to the North Coast Regional Water Quality Control Board. **230101A**

Board members had no questions regarding the report, which was received and filed.

2.3 Discussion and possible action regarding letters to residential properties adjacent to the Crescent City Landfill seeking permission to collect and analyze samples from residential water wells. **230502**

After some discussion, Board members agreed by consensus to send letters to residential properties adjacent to the Crescent City Landfill seeking permission to collect and analyze samples from residential water wells.

2.4 Discussion and possible action regarding Lawrence & Associates' Proposed Updates to the Monitoring & Reporting Program for the Crescent City Landfill, dated January 14, 2016; and possible approval to pay invoice 23175 in the amount of $5,022.50. **230102**

On a motion by Commissioner Inscore, seconded by Commissioner Gastineau and unanimously carried on a polled vote, the Del Norte Solid Waste Management Authority received Lawrence & Associates' Proposed Updates to the Monitoring & Reporting Program for the Crescent City Landfill, dated January 14, 2016, and approved payment of invoice 23175 in the amount of $5,022.50.

3. COLLECTIONS FRANCHISE

3.1 Acknowledge appointment of Jeremy Herber as General Manager of Recology Del Norte. **180510**

Board Members acknowledged Jeremy Herber's appointment. Mr. Herber addressed the Board to update the Authority on Recology's current projects to improve customer service including routing changes and bringing in some smaller trucks.

4. TRANSFER STATION – No items

5. OTHER GENERAL SOLID WASTE AUTHORITY MATTERS

5.1 Discussion and possible action regarding the election of the Chair of the Del Norte Solid Waste Management Authority for 2016. **012104**

Commissioner Gastineau nominated Commissioner McClure for the position of Chair of the Del Norte Solid Waste Management Authority for 2016. Commissioner McClure accepted the nomination and was elected by unanimous voice vote.

Commissioner Gastineau nominated Commissioner Inscore for the position of Vice Chair of the Del Norte Solid Waste Management Authority for 2016. Commissioner Inscore accepted the nomination and was elected by unanimous voice vote.

Commissioner Inscore nominated Commissioner Gastineau for the position of Secretary of the Del Norte Solid Waste Management Authority for 2016. Commissioner Gastineau accepted the nomination and was elected by unanimous voice vote.

5.2 Receive and file the Del Norte Solid Waste Management Authority Annual Financial Report dated June 30, 2015 by Patel & Associates LLP, Certified Public Accountants and possible approval to pay invoice 9064 in the amount of $7,350.00. **012101**

Treasurer/Controller Taylor briefly summarized the report. On a motion by Commissioner Inscore, seconded by Commissioner Gastineau and unanimously carried on a polled vote, the Del Norte Solid Waste Management Authority received the Del Norte Solid Waste Management Authority Annual Financial Report dated June 30, 2015, by Patel & Associates LLP, Certified Public Accountants, and approved payment of invoice 9064 in the amount of $7,350.00.

5.3 Discussion and possible action regarding the Del Norte Solid Waste Management Authority Work Plan for 2016. **231501**

Board members directed Director Ward to bring this item back for consideration at the next meeting.

5.4 Discussion and possible action regarding sending letters to Oppose Assembly Bill 1063. **120502**

On a motion by Commissioner Gastineau, seconded by Commissioner Inscore and carried on a voice vote, the Solid Waste Management Authority approved sending letters to oppose Assembly Bill 1063.

7. CLOSED SESSION ITEMS:

7.1 PENDING LITIGATION – Pursuant to Government Code Section 54956.9(d)(2) significant exposure to litigation (2 cases).

The Chair recessed the open meeting of the Del Norte Solid Waste Management Authority and convened in closed session at 4:55 p.m. The closed session was adjourned at 5:09 p.m. and the meeting reconvened immediately in open session. Counsel reported that no action was anticipated.

8. ADJOURNMENT

Adjourn to the Regular Meeting of the Del Norte Solid Waste Management Authority scheduled for 3:30 p.m., February 16, 2016 at the Del Norte County Board of Supervisors' Chambers, 981 H Street, Suite 100 in Crescent City.

There being no further business to come before the Authority, the Chair adjourned the meeting at 5:09 p.m., until the Regular Meeting on February 16, 2016.

_____ Date / /

Martha McClure, Chair
Del Norte Solid Waste Management Authority

ATTEST:

_____ Date / /

Ron Gastineau, Secretary
Del Norte Solid Waste Management Authority

Submitted:

_____ Date / /

Katherine Brewer, Clerk
Del Norte Solid Waste Management Authority

Del Norte County Budget Transfer Request

Department Name	Fund	Dept.	Line Item	Description	Budget Transfer Amount(s) Reduce Expenditures or Increase Revenue	Budget Transfer Amount(s) Increase Expenditures or Reduce Revenue
Solid Waste	422	421	10010	Payroll	$ 33,920	
Solid Waste	422	421	10015	Part-time / Temporary		$ 5,000
Solid Waste	422	421	20121	Communications		$ 700
Solid Waste	422	421	20140	Household		$ 500
Solid Waste	422	421	20180	Maintenance - Structures & Improvements / TS Maintenance		$ 14,000
Solid Waste	422	421	20231	Professional Services		$ 7,000
Solid Waste	422	421	20232	Prof Services - Well Monitoring	$ -	$ 8,500
Solid Waste	422	421	20233	Audit	$ 1,000	
Solid Waste	422	421	20250	Lease of Equipment		$ 220
Solid Waste	422	421	81000	Contingency	$ 1,000	
				Total Amounts	$ 35,920	$ 35,920

Department complete and send to Auitor's Office for transfer number before sending to

Department Justification - Include cover letter that addresses the following: 1) Reason for request; 2) Why sufficient balances exist to finance transfer; 3) Why request

Department Head Signature

Date

Auditor's Office: Sufficient balances exist per above
(Under $100 Auditor's Office approves)

Deputy Auditor-Controller

Date

TR No. _____ Budget Revision No. _____

_____Includes Revenue Appropriation _____Requires 4/5ths Vote

County AdministrativeOfficer:
(Under $1000 - CAO approves)

Recommendation:

Approve _____

Deny _____

Submit for Board approval _____

County Administrative Officer

Date

Passed by Board of Commissioners of the Del Norte Solid Waste Management Authority on 16 February 2016.

Ayes:
Noes:
Absent:

Attest: Clerk of the Board

By: _____
Katherine Brewer

Martha McClure, Chair
Del Norte Solid Waste Management Authority

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Del Norte Solid Waste Management Authority

1700 State Street, Crescent City, CA 95531
Phone (707) 465-1100 Fax (707) 465-1300
www.recycledelnorte.ca.gov

Director's Report

Date:	16 February 2016
To:	Commissioners of the Del Norte Solid Waste Management Authority
From:	Tedd Ward, M.S. – Director Tedd
Attachments:	Letter to new City Manager re: recycling at the Cultural Center Status Report regarding Mandatory Commercial Recycling in 2014
File Number:	**231501 – Authority Work Plans**

Summary: The Del Norte Solid Waste Management Authority continues to operate the Klamath, Gasquet and Del Norte County Transfer Stations and to provide required monitoring, accounting and reports to overseeing agencies. Authority staff provide these services without any financial support from the City of Crescent City or the County of Del Norte, and without receiving a penny of taxes. The rates charged at Authority-managed facilities continue to be lower than any comparable facilities in Humboldt or Curry Counties.

During this past month, the scales at the Del Norte County Transfer Station were serviced ***again***, re-calibrated and re-certified. This service call followed the failure of the outbound scale on the afternoon of Thursday February 4th. The Del Norte County Transfer Station operated using one scale between the afternoon of Saturday February 6th and about 3 PM on February 8th. Additional staff worked to control traffic as both in-bound and out-bound traffic used the same scale.

Facilities: The outbound scale at the Del Norte County Transfer Station had the following parts replaced: Four additional load cells, 14 links, 7 saddle pins, 7 trunion pins, and 2 'J' boxes. While it is somewhat frustrating (and quite expensive) to have the same scale be serviced twice within a one month period, this is understandable. The outbound scale was initially installed at the Crescent City Landfill in 1995. To save money, that scale was moved from the landfill prior to the opening of the Del Norte County Transfer Station. The scale repair trucks bring with them a limited number of parts. Scale load cells have a shelf life. Scales Northwest stocks a limited number of each type of load cell so when load cells are replaced, the new load cells last as long as

2.1

A Joint Powers Authority of
the City of Crescent City and County of Del Norte
& member, North Coast Recycling Market Development Zone

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100% recycled paper

possible. During the last repair, the technicians replaced all the load cells they could. Within a month, the other load cells also began to fail. So all of the parts replaced during these two service calls were over 20 years old, and had provided over two decades of service in a coastal, rust-prone environment. During the repair, all staff worked extra shifts at the gate to assist with traffic control. Most customers were very kind and understanding, though the delays were frustrating to a few.

On 21 January 2016, Facilities and Programs Coordinator Kayleen Warner and I graded the landfill mound in places that had eroded during some of the heavier winter storms. Rick Lauchstedt of the County Engineering Department and Jeff Daniels of the County Road Department consulted on erosion repair strategies. The Road Department plans on assisting with repair of the most severe areas of erosion sometime later this month. Staff anticipate all repairs will be completed no later than mid-March.

My research regarding possible approaches to the repair of the worn areas of the Del Norte County Transfer Station floor will next lead me to visit the Redding Transfer Station which has conducted several floor repairs. The purpose of these tours are to ascertain the effectiveness of the repairs, the importance of specifying specific products for these repairs, the relative importance of contractor experience, and to obtain copies of their procurement documents and specifications. This second tour is intended to gather additional information to determine the best way to approach the floor repairs at the Del Norte County Transfer Station.

Kayleen is working with Ed Fulton of County Building and Maintenance to construct a desk for the Klamath Transfer Station, and a desk extension at the Del Norte County Transfer Station.

Finances and Audits: Agenda item 1.2 is a budget transfer in the amount of $35,920. This budget transfer is larger than most due to increased expenses for the scale repair and maintenance, additional well-monitoring expenses associated with the residential well sampling and Geotracker data entry, an increase in the professional services line to pay for Lawrence & Associates work this year relating to the landfill, and an increase in Part-time / Temporary staff as two of our permanent staff have recently resigned. Resources to cover these expenses will be coming from the Payroll and Contingency lines, in addition to re-allocating a portion of the unspent budget for the completed audit.

Authority staff also submitted documentation related to an audit the Department of Conservation will be conducting regarding the Beverage Container City/County Payment Program Block Grant for FY 12/13. This is one of sixty audits of these grants for jurisdictions across California for FY 12/13. All jurisdictions will have to make similar reports for FY 14/15 funds.

Vendor Contract Management and Oversight: Agenda item 4.1 addresses the recent passing of Jordan Kekry, owner and manager of Julindra Recycling. I have asked Jeremy Herber of Recology Del Norte to give a brief presentation regarding any contingency plans or other changes that may be upcoming related to processing

recyclable materials.

Under **agenda item 5.1**, I invited Wes White of Hambro/WSG to make a presentation regarding their services at the Del Norte County Transfer Station and changes they are anticipating for this year. Hambro/WSG has also submitted a letter requesting a Change Order implementing mattress collection events at the Del Norte County Transfer Station. Staff anticipate that a Change Order related to mattress recycling services will be on the March agenda.

This past month, I received requests from both Hambro/WSG and Recology Del Norte to have their rates adjusted based on changes to the Consumer Price Index for all urban consumers (CPI-U). This annual rate adjustment is part of the Authority's agreements with both contractors, and the new rates will become effective 01 July 2016. While the requests to modify the rates have been received, we generally use the CPI-U for March, and that number is not available until mid-April. Last year, there was a slight reduction in rates. At future meetings, staff will present Change Orders and discuss how rates would change.

Compliance: Facilities and Programs Coordinator Kayleen Warner continues the process of entering historical water sample data into the Geotracker online database, as required by the North Coast Regional Water Quality Control Board. One significant issue is that the lab data going back to 2005 must be converted from a pdf format to a compressed 'EDF' format. Staff are considering options to complete this work, which North Coast Labs estimated to cost over $11,000. At this point it appears that at least one contractor can do this work for less than $6,000 – and this is the amount allocated under the budget transfer.

Richard B. Davis has set the survey targets at the Crescent City Landfill in preparation for an aerial survey the Authority is obliged to complete every five years.

Programs / Policies / Community Outreach: Agenda item 6.1 is the Annual Workplan for the Authority. This is a living document, and is updated and revised based on Board direction, agency action and legislation.

Attached is a response to CalRecycle prepared by Kayleen Warner presenting additional information associated with our compliance with the California Mandatory Commercial Recycling programs.

To promote the new services available under the Mattress Recycling Council, staff produced a press release which resulted in an article in the Del Norte Triplicate, and related ads have started running on KFUG. This was also one of the topics addressed during a 30 minute interview with the Authority Director on KFUG's 'Small Town Talk' program on Friday February 5th. Staff anticipate that next month, the Board will consider a Change Order for the Transfer Station Operations agreement with Hambro/WSG to enact two mattress collection events per year at the Del Norte County Transfer Station.

Staff are once again planning on having our Earth Day activities and outreach as part of the annual Youth and Family Fair on April 16th from 11 AM until 2 PM at the Del

Norte County Fairgrounds. This would be the time for the Authority to present the annual Green Ribbon awards, which are the only environmental awards presented by a local government agency in Del Norte County. Last time these awards were presented, the categories were: Outstanding Reuse & Repair Service, Outstanding Community Cleanup Effort, Most Organics Donated, Outstanding Education Service or Program, Most Tons Recycled, Outstanding Product TakeBack, Outstanding Producer Responsibility Program, and Outstanding Business Effort to Improve the Environment. The Board may alter these categories and/or nominate one or more persons, businesses, groups or agencies for a Green Ribbon award. The Del Norte Solid Waste Task Force has discussed the possibility that they might also make recommendations.

Administration: **Agenda Item 6.2** is intended to start the process for appointing a Public Commissioner to the Authority Board, as called for in the First Amended Joint Powers Agreement.

Agenda item 6.3 is a discussion of the possibility and process for revising the First Amended Joint Powers Agreement as requested by Supervisor Finigan to potentially reduce the situations each year when the Authority's appointed Public member, annual budget, and Ordinances are required to be subjected to separate review and approval by the City Council or Board of Supervisors.

The Del Norte Solid Waste Task Force was requested to consider adopting a more comprehensive Ethics and Conduct policy, which had been drafted under the direction of an Authority sub-committee. At their meeting of January 4, the Task Force declined to revise or amend their current Code of Conduct. Task Force members Wes Nunn and Mary Wilson were asked to draft a letter of explanation to be considered at the next Task Force meeting scheduled for March 7.

Prior to this meeting, I met with Supervisor Chris Howard to welcome him as an appointed Authority Commissioner and to brief him on the Authority's history and responsibilities, as I had done with Commissioner Inscore last month.

Legislation: The Authority has voted to send letters opposing AB 45 and AB 1063.

AB 45 (Mullin), also known as the Hazardous Waste Local Government Mandate would place significant burden on local governments throughout our State to develop, fund, and implement strategies to expand collection of hazardous wastes and to educate the public about said programs. We feel that this mandate does not place responsibility fairly on the manufacturers and users of these products, but spreads the costs for expanding hazardous waste collections to all members of a community – including those that do not use such products. AB 45 was heard on the Assembly floor on 26 January and referred to the Senate Committee on Environmental Quality.

AB 1063 (Williams) would create a new fee (Solid Waste Generator Charge) on all solid waste generators, including residents, businesses, public intuitions and self-haulers throughout the state, effective January 1, 2019. The intent of this bill is to generate enough revenue to generate $15 million/year through December 31, 2021 for

the purposes of covering CalRecyle's annual operating costs and regulatory activities of the state as well as Regional Water Quality Control Board regulatory activities associated with landfills. This bill would force our local governments to collect a State fee from its residents and businesses with no mechanism to recoup resources utilized to collect said fee. In addition, the requirement to collect this fee from all solid waste generators will be especially challenging in jurisdictions like ours where trash and recycling collections are not mandatory. AB 1063 was last heard in the Senate Committee on Environmental Quality in August 2015, with the most recent hearing cancelled at the request of the author.

Personnel / Staffing: All Authority-managed facilities were open during posted hours and all shifts were covered. I submitted responses to an informational request from Aaron Burton of SEIU Local 021 in preparation for negotiating a new agreement with the Del Norte Solid Waste Management Authority employees union, an affiliate of SEIU Local 1021. The current agreement expires on March 7, 2016. This negotiation will be discussed with the Board in closed session under **agenda item 7.1**.

During this past month permanent/part-time refuse site attendant Rose Reppond resigned from her employment with the Authority, effective 04 February 2016. Joseph Hernandez was hired as a permanent, part-time refuse site attendant pending successful completion of a six-month probationary period. Temporary/part-time refuse site attendant Bonnie Smith also rescinded her resignation. I submitted a personnel requisition form so we may fill this vacancy as soon as possible and begin training. The County Human Resources Department provided names of five people who had applied for this position back in March 2015, but none of those people were interested in the position currently available. So there will be a new recruitment for this position. With the need to have two people working while the scales were in need of repair, medical issues, and reduced number of employees, this has been a challenging work month for all Authority staff.

Concerns: The time required to recruit, interview, hire and train a new Refuse Site Attendant will take several months. During this period, accounting and administrative staff are asked to take more shifts as refuse site attendants to keep all facilities open, reducing their capacity to complete their normal work duties. Generally, this results in more comp time and more overtime for hourly employees.

Major Activities on the 'To-Do' list:

Items remain on the 'To Do' list until they are completed, as time and staff capacity allows. Actions at each Authority meeting may add items to this list.

1. Complete erosion repair and grading at the Crescent City Landfill.
2. Interview, hire, and begin training a temporary/part-time Refuse Site

Attendant.

3. Select a company capable of converting the landfill water quality reports since 2005 into the EDF format for uploading into the GeoTracker system.
4. Work with legal counsel, County staff and L&A to make preparations for collecting water samples from residential wells adjacent to the landfill property.
5. Visit the Redding Transfer Station to inspect their floor repairs and interview persons familiar with the associated procurement and repair activities.
6. Attend meetings planning for Earth Day activities during the Youth and Family Fair on April 16th.
7. Host a free Backyard Composting Workshop on February 27th at the Family Resource Center, starting at 11 AM.
8. Negotiate an agreement with the Del Norte Solid Waste Management Authority Employee's Union / SEIU 1021.
9. Work with the Building and Maintenance Department to install desks at the gatehouses of the Del Norte County Transfer Station and the Klamath Transfer Station.
10. Work with Shawn Slater and Creative Information Systems to set up computer equipment and updated scale management software.
11. Work with Hambro / WSG and the Mattress Recycling Council to arrange at least two mattress recycling collection events at the Del Norte County Transfer Station in 2016.
12. Conduct inspections of certified oil recycling centers in Del Norte County, as required under CalRecycle's Oil Payment Program.
13. Continue to work with Creative Information Systems and X-Charge regarding accounting for oil payments.
14. Coordinate with staff of Sutter Coast hospital to assure that accurate and correct information is being provided to patients regarding management of expired medicines and home-generated sharps.

Del Norte Solid Waste Management Authority

1700 State Street, Crescent City, CA 95531
Phone (707) 465-1100 Fax (707) 465-1300
www.recycledelnorte.ca.gov

The Authority's mission is the management of Del Norte County solid waste and recyclable material in an environmentally sound, cost effective, efficient and safe manner while ensuring 100% regulatory compliance with law.

2 February 2016

Michael Knight, Interim City Manager
City Hall: 377 J Street
Crescent City, CA 95531

SUBJECT: Welcome to Crescent City. Let's start recycling at the Cultural Center.

Dear Mr. Knight:

Welcome to Crescent City. I serve as the Director at Del Norte County Solid Waste Management Authority, a joint powers authority of the City of Crescent City and the County of Del Norte. Our agency is essentially responsible for compliance with state requirements with respect to solid waste facilities, contractors and recycling programs. Those responsibilities include promoting recycling and educating our citizenry on solid waste management and recycling practices.

Perhaps you are familiar with the Mandatory Commercial Recycling law described under section 42649 of the Public Resources Code and in Title 14, sections 18835 through 18839 of the California Code of Regulations, promoting the recycling and diversion of solid waste and establishing the requirements for commercial business subject to this law to recycle.
This law applies to each commercial or public entity that generates four cubic yards of solid waste per week, or that generates sixteen cubic yards of solid waste, recyclable or compostable materials per month.

While attending the Celebration of Life service for Jordan Kekry, we noticed the ironic absence of recycling for the beverage containers provided by the caterer for the event. The Del Norte Solid Waste Management Authority pays for the disposal of materials from the Cultural Center, and the current service level is six cubic yards of trash collected weekly. Under the Mandatory Commercial Recycling law, we feel obliged to inform you that there needs to be recycling at the Cultural Center. This would be true even if our agency didn't cover the trash bill for this facility. We know that such changes can be challenging, and want to help and make this as easy as possible for everyone involved.

I would like to meet with you sometime this month to discuss the best way to make recycling services available at all (or nearly all) events held at the Cultural Center. Eventually, we would like to coordinate these efforts including all persons responsible for management, rental agreements, maintenance or janitorial services at the Cultural Center. Please feel free to call me at (707) 465-1100 to set up a time to discuss the best way to approach this issue.

Sincerely,

Tedd Ward

Tedd Ward, Director
Del Norte Solid Waste Management Authority

Del Norte Solid Waste Management Authority

1700 State Street, Crescent City, CA 95531
Phone (707) 465-1100 Fax (707) 465-1300
www.recycledelnorte.ca.gov

2014 Mandatory Commercial Recycling Program Report
For the Del Norte Solid Waste Management Authority

Reporting period: January 1, 2014 to December 31, 2014

Purpose: This report describes the Mandatory Commercial Recycling Programs for the Del Norte Solid Waste Management Authority, with the purpose of complying with the requirements of AB 341, the Mandatory Commercial Recycling law described under section 42649 of the Public Resources Code and in Title 14, sections 18835 through 18839 of the California Code of Regulations, promoting the recycling and diversion of solid waste and establishing the requirements for commercial business subject to this law to recycle.

Review and Approvals: The Commercial Recycling Program was first reviewed and approved by the Board of the Del Norte Solid Waste Management Authority on 24 July 2012.

Applies to: This program applies to each commercial or public entity that generates four cubic yards or 880 pounds or more of solid waste and recyclable or compostable materials per week, or that generates sixteen cubic yards or 3520 pounds of solid waste, recyclable or compostable materials per month. This Mandatory Commercial Recycling program also applies to all multi-family residential properties with five or more units at the same address, regardless of the amount of commercial solid waste generated.

Identification: To identify businesses that are subject to the requirements of this Mandatory Commercial Recycling program, Authority staff compile and periodically update a list of such businesses and agencies, referencing reports regularly submitted by the Franchise collection company (Recology Del Norte) regarding commercial entities or agencies that subscribe to 4 cubic yards or more of weekly collection services, businesses listed as holding business licenses or membership in the Crescent City-Del Norte Chamber of Commerce, or Authority customer records. Del Norte County does not issue businesses licenses at this time however.

As of January 2013, 387 commercial and multifamily customers (regardless of service volume were identified. Of this total, 90 commercial customers had collections greater than 4 cy/week of trash thus meeting the threshold for mandatory recycling, with 36 of them already subscribing to recycling service. Fifty multi-family customers had

collections greater than 4 cy/week of trash meeting the threshold with 34 of these subscribing to recycling services. By August 2013, 40 of these >4cy/week multi-family accounts had recyclables collected.

2014 Mandatory Commercial Recycling Program Data:

Analyzing Recology Del Norte's customer records for 2014 (report dated 5 January 2015), customers subject to the provisions of the mandatory commercial recycling law totaled 433 accounts (320 businesses and 113 multifamily accounts).

2014 Commercial Accounts

Total Accounts	320	Percent
Number meeting threshold	76	24%
Number Subscribed to Recycling Service	26	34.21%

Source: Recology Del Norte's customer records for 2014 (report dated 5 January 2015)

2014 Multifamily Accounts

	Number accounts	Number Meeting Threshold	Number Recycling	Percent	Number not Recycling	Percent
Apartment Complexes	50	50	32	64%	18	36%
Motels/Hotels	28	28	17	61%	11	39%
RV/Trailer Parks	35	35	25	71%	10	29%
Totals:	113	113	74	65.5%	39	34.5%

Source: Recology Del Norte's customer records for 2014 (report dated 5 January 2015)

Each of these customers could be self-hauling their recyclables, but the exact proportion doing so is unknown at this time. For example, we are aware of the following businesses and agencies self-hauling recyclables:

- California Department of Corrections – Pelican State Prison
- Trees of Mystery
- Safeway
- Local Furniture Stores

It is worth noting that subscribing to collection services is not mandatory, and these establishments not subscribing for recycling collection with Recology Del Norte could be self-hauling their recyclable materials. At this time the recycling processor, Julindra does not maintain an accounting of commercial customers.

Notification, Outreach & Education: The Authority implemented the following to notify and educate commercial businesses and multi-family complexes about the requirements of this law, compliance alternatives and recycling methodologies:

Printed Materials:

1. In June 2013, the franchise collection company, Recology Del Norte, sent 378 customer-specific letters to their commercial customers about ways each customer could reduce their trash and increase recycling, often resulting in a savings for the collection services provided.
2. The Authority drafted a billing insert for placement into the Recology bills that was mailed in June 2012.

Website:

1. Starting in May 2012, the Authority posted information on the requirements of the commercial recycling mandate and options for compliance on our website: www.recycledelnorte.ca.gov

Direct Contact:

1. The Recycling Coordinator at Recology met with staff at Harrington House about recycling and possible waste diversion projects 20 November 2014.
2. On 26 June 2014, Recology hosted the Chamber Mixer, 37 local business people attended.
3. Recology and the Authority participated in the Youth and Family Fair / Earth Day event 26 April 2014. Information on recycling and solid waste was made available to the estimated 600 residents in attendance.
4. In association with the Del Norte Solid Waste Task Force, Authority staff convened a public workshop for businesses, landlords, and tenants on 10 May 2012 that addressed the commercial recycling mandate requirements.
    a. In the week preceding this meeting, the Authority ran radio ads on local radio stations KPOD and KCRE during the first week of May 2012 inviting the public to attend this meeting.
    b. Additional radio ads ran on these same stations in June 2012.
    c. Authority staff submitted a press release to the *Del Norte Triplicate* regarding the commercial recycling mandate and the meeting on 10 May 2012, which resulted in a front page story prior to the meeting.
    d. A 6" by 6.5" newspaper ad ran in the *Del Norte Triplicate* August 2012 informing businesses about the mandatory requirements and how to sign up for recycling services through Recology.

Enforcement: The Del Norte Solid Waste Management Authority does not enforce compliance with the commercial recycling mandate. Citizen complaints about solid waste issues are monitored and responded to by the Authority.

Exemptions: As industrial waste is excluded from the State regulatory definition of 'commercial solid waste,' this Mandatory Commercial Recycling program does not pertain to waste and recyclables generated in association with manufacturing operations in Del Norte County.

Waste Minimization: To help multifamily and residential customers recycle brush and clean up their yards, Recology hosted a Spring Clean Up 3 May 2014. On this day, customers could place their leaves, brush or grass curbside for collection. Recology collected up to 1.5 yards of leaves, brush and grass per Multi-Family and Residential cart customer and 3 yards per 1 yard of weekly trash bin service for the Multi-Family apartments, RV and Mobile Home park accounts.

Solid Waste
Balance Sheet
December 31, 2015

Unaudited

ASSETS

422 010 00000	Cash Solid Waste	739,665.80
422 010 00300	Imprest Cash	3,500.00
422 010 00500	I Bank Loan Deposit Held by County	198,177.17
422 010 01100	Accounts Receivable	31,216.75
422 010 03200	Land	493,000.00
422 010 03300	Transfer Station	3,266,990.64
422 010 03400	Equipment	158,443.55
422 010 03410	Buildings & Improvements	141,638.89
422 010 03440	Accum Depr Equipment	(157,499.00)
422 010 03450	Accum Depr Bldg & Improv	(100,380.00)
422 010 03460	Accum Depr Transfer Station	(837,202.00)
	Total Assets	3,937,551.80

LIABILITIES AND FUND EQUITY

422 010 05105	Sales Tax Payable	13.47
422 010 05210	Sublease Payable	2,829,198.50
422 010 05300	Compensated Absences Payable	33,798.29
422 010 05400	Deferred Revenue	31,216.75
422 010 05500	Post Closure Liability	2,113,745.25
422 010 05600	Net OPEB Obligation	197,137.00
422 010 07100	Fund Balance	(2,035,048.22)
422 010 09600	Investment in Capital Assets net of related debt	578,198.00
	Revenue	1,427,219.37
	Expenditure	(1,237,926.61)
	Total Liabilities and Fund Equity	3,937,551.80

Fund: 422 Solid Waste
Dept: 421 Solid Waste

Line	Proj	Description	Adopted	Revised	YTD Exp	Balance	% Exp
			266,849.00	**266,849.00**	**190,319.93**	**76,529.07**	
Other Charges							
81000		Contingency	1,000.00	1,000.00	0.00	1,000.00	0
			1,000.00	**1,000.00**	**0.00**	**1,000.00**	
		Total Expenditures	**3,056,900.00**	**3,094,810.00**	**1,613,051.89**	**1,481,758.11**	
Revenues							
90153		Franchise Fees	-242,000.00	-242,000.00	-133,722.00	-108,278.00	55.3
90210		Code Enforcement	0.00	0.00	0.00	0.00	0
90300		Interest - Solid Waste	-1,800.00	-1,800.00	-1,268.23	-531.77	70.5
90301		Late Payment Fee	0.00	0.00	-74.28	74.28	0
90650	054	Oil Grant 09/10	0.00	0.00	0.00	0.00	0
90650	055	HD 18F Grant	0.00	0.00	0.00	0.00	0
90650	056	Oil Grant 10/11	0.00	0.00	0.00	0.00	0
90650	058	HHW Grant	0.00	0.00	0.00	0.00	0
90650	059	HHW Grant	0.00	0.00	0.00	0.00	0
90650	060	Oil Grant 12/13	0.00	0.00	0.00	0.00	0
90650	061	Oil Grant 13/14	0.00	0.00	0.00	0.00	0
90650	062	Oil Grant 15/16	-15,000.00	-15,000.00	0.00	-15,000.00	0
90650	063	Oil Grant 08/09	0.00	0.00	0.00	0.00	0
90650	064	HD 16C Grant	0.00	0.00	0.00	0.00	0
90650	074	Oil Grant - 11/12	0.00	0.00	0.00	0.00	0
90650	075	Oil Grant - 14/15	0.00	-7,910.00	0.00	-7,910.00	0
90650	078	HD 16F Grant	0.00	0.00	0.00	0.00	0
90650	079	DOC Grant 15/16	0.00	-15,000.00	0.00	-15,000.00	0
90830		Closure/Post Closure Fee	0.00	0.00	0.00	0.00	0
91001		Tipping Fees	0.00	0.00	0.00	0.00	0
91002		Resource Recovery Infrastructure Fee	0.00	0.00	0.00	0.00	0
91003		Gate Tipping Fees	-1,800,000.00	-1,800,000.00	-973,083.95	-826,916.05	54.1
91003	099	Gate Tipping Fees - Prior Yr	0.00	0.00	-156.86	156.86	0
91004		Authority Service Fees	-997,000.00	-997,000.00	-525,773.77	-471,226.23	52.7
91004	099	DNSWMA Tipping Fees - Prior Yr	0.00	0.00	-78.91	78.91	0
91070		Operating Transfer In (from 608)	0.00	0.00	0.00	0.00	0
91070	025	Op Tran in from County (Loan)	0.00	0.00	0.00	0.00	0
91075	025	Op Transfer in from County	0.00	0.00	0.00	0.00	0
91121		Misc Reimbursements	-1,000.00	-1,000.00	-388.58	-611.42	38.9
91121	123	Bad Check Fee Reimb	-100.00	-100.00	-75.00	-25.00	75.0
91122		Insurance Recovery	0.00	0.00	0.00	0.00	0
91124		Misc Revenue	0.00	0.00	0.00	0.00	0
91129	053	Doc Grant 09/10	0.00	0.00	0.00	0.00	0
91129	057	DOC Grant 10/11	0.00	0.00	0.00	0.00	0
91129	065	DOC Grant 14/15	0.00	-15,000.00	-15,000.00	0.00	100
91129	066	DOC Grant 08/09	0.00	0.00	0.00	0.00	0
91129	067	DOC Grant - 12/13	0.00	0.00	0.00	0.00	0

Fund: 422 Solid Waste
Dept: 421 Solid Waste

Line	Proj	Description	Adopted	Revised	YTD Exp	Balance	% Exp
91129	068	DOC Grant 13/14	0.00	0.00	0.00	0.00	0
91129	069	DOC Grant 11/12	0.00	0.00	0.00	0.00	0
91130		Construction Loan	0.00	0.00	0.00	0.00	0
			-3,056,900.00	**-3,094,810.00**	**-1,649,621.58**	**-1,445,188.42**	
		Net Cost	**0.00**	**0.00**	**-36,569.69**	**36,569.69**	

Department Budget Report 2/8/2016 9:46:23 AM

Fund: 422 Solid Waste
Dept: 421 Solid Waste

Line	Proj	Description	Adopted	Revised	YTD Exp	Balance	% Exp
Salaries & Benefits							
10010		Payroll	291,772.00	275,285.00	134,700.46	140,584.54	48.9
10010	078	Payroll	0.00	0.00	0.00	0.00	0
10012		Overtime	750.00	750.00	73.90	676.10	9.9
10015		Part-time/Temp	18,000.00	23,000.00	18,792.13	4,207.87	81.7
10020		Retirement	84,025.00	84,025.00	40,859.24	43,165.76	48.6
10030		Employee Benefits	99,105.00	99,105.00	64,451.93	34,653.07	65.0
10032		Supp Health Insurance	0.00	0.00	0.00	0.00	0
10033		Employee Life Insurance	352.00	352.00	143.40	208.60	40.7
10035		Management Life Insurance	501.00	501.00	224.22	276.78	44.8
10040		Worker's Compensation	37,352.00	37,352.00	21,788.69	15,563.31	58.3
			531,857.00	**520,370.00**	**281,033.97**	**239,336.03**	
Services & Supplies							
20121		Communications	2,750.00	2,750.00	2,242.78	507.22	81.6
20140		Household Expense	4,475.00	4,475.00	3,187.98	1,287.02	71.2
20150		Insurance-Office	3,600.00	3,600.00	0.00	3,600.00	0
20151		Liability Insurance	0.00	0.00	0.00	0.00	0
20152		Vehicle Insurance	3,525.00	3,525.00	2,063.76	1,461.24	58.5
20155		Liability Insurance	2,345.00	2,345.00	1,172.50	1,172.50	50.0
20170		Maintenance-Equipment	350.00	350.00	102.45	247.55	29.3
20171		Maintenance-Vehicles	800.00	2,600.00	422.88	2,177.12	16.3
20175		Maintenance-Computers	554.00	554.00	0.00	554.00	0
20180		Maint-Structures/Improvements & TS Maint	700.00	7,700.00	7,168.68	531.32	93.1
20180	053	Maintenance of Structures	0.00	0.00	0.00	0.00	0
20200		Memberships	7,600.00	7,600.00	6,000.00	1,600.00	78.9
20221		Printing	500.00	488.00	94.50	393.50	19.4
20221	053	Printing - DOC Grant Oil 09/10	0.00	0.00	0.00	0.00	0
20221	054	Printing - Oil Grant 09/10	0.00	0.00	0.00	0.00	0
20221	055	Printing	0.00	0.00	0.00	0.00	0
20221	056	Printing - Oil Grant 10/11	0.00	0.00	0.00	0.00	0
20221	057	Printing - DOC Grant 10/11	0.00	0.00	0.00	0.00	0
20221	058	Printing	0.00	0.00	0.00	0.00	0
20221	059	Printing	0.00	0.00	0.00	0.00	0
20221	060	Printing-Oil Grant - 12/13	0.00	0.00	0.00	0.00	0
20221	061	Printing-Oil Grant 13/14	0.00	0.00	0.00	0.00	0
20221	062	Printing-Oil Grant 15/16	500.00	500.00	0.00	500.00	0
20221	063	Printing - Oil Grant 08/09	0.00	0.00	0.00	0.00	0
20221	065	Printing - DOC 14/15	0.00	4,500.00	0.00	4,500.00	0
20221	066	Printing - DOC Grant 08/09	0.00	0.00	0.00	0.00	0
20221	067	Printing-DOC Grant 12/13	0.00	0.00	0.00	0.00	0
20221	068	Printing- DOC 13/14	0.00	0.00	0.00	0.00	0
20221	069	Printing - DOC Grant 11/12	0.00	0.00	0.00	0.00	0
20221	074	Printing - Oil Grant 11/12	0.00	0.00	0.00	0.00	0
20221	075	Printing - Oil Grant 14/15	0.00	1,000.00	93.28	906.72	9.3

Fund: 422 Solid Waste
Dept: 421 Solid Waste

Line	Proj	Description	Adopted	Revised	YTD Exp	Balance	% Exp
20221	079	Printing - DOC Grant 15/16	0.00	3,000.00	0.00	3,000.00	0
20223		Postage	1,400.00	1,400.00	691.36	708.64	49.4
20224		Office Supplies	5,000.00	5,000.00	2,421.23	2,578.77	48.4
20227		Books/Subscriptions	109.00	109.00	0.00	109.00	0
20230		Prof Serv-Co/City	10,000.00	10,000.00	1,518.41	8,481.59	15.2
20230	070	Prof Serv-Model Contract	0.00	0.00	0.00	0.00	0
20231		Prof Serv	20,400.00	20,400.00	15,564.95	4,835.05	76.3
20231	053	Prof Serv - DOC Grant 09/10	0.00	0.00	0.00	0.00	0
20231	055	Professional Services	0.00	0.00	0.00	0.00	0
20231	058	Professional Services	0.00	0.00	0.00	0.00	0
20231	059	Professional Services	0.00	0.00	0.00	0.00	0
20231	060	Prof Serv-Beverage Container Grant-6	0.00	0.00	0.00	0.00	0
20231	064	Professional Services - HD 16C	0.00	0.00	0.00	0.00	0
20231	066	Prof Services - DOC Grant 08/09	0.00	0.00	0.00	0.00	0
20231	067	Prof Svc-DOC Grant 07/08	0.00	0.00	0.00	0.00	0
20231	068	Prof Svc-Beverage Container Grant-6	0.00	0.00	0.00	0.00	0
20231	069	Prof Svc-Beverage Container Grant 7	0.00	0.00	0.00	0.00	0
20231	078	Professional Services	0.00	0.00	0.00	0.00	0
20232		Prof Serv-Well Monitoring	25,000.00	25,000.00	12,780.00	12,220.00	51.1
20232	001	Prof Svc-LEA	0.00	0.00	0.00	0.00	0
20232	002	Data Processing - Software	500.00	1,000.00	480.28	519.72	48.0
20233		Audit	9,500.00	9,500.00	7,350.00	2,150.00	77.4
20234		Legal Counsel	13,000.00	13,000.00	6,183.28	6,816.72	47.6
20235		Treasurer	5,000.00	7,000.00	4,280.00	2,720.00	61.1
20236		Security	500.00	687.00	548.84	138.16	79.9
20237		Credit Card Service Fees	13,500.00	13,500.00	7,031.53	6,468.47	52.1
20238		TS Collection	28,000.00	28,000.00	10,347.96	17,652.04	37.0
20239		Transfer Station Operations	1,840,000.00	1,840,000.00	961,163.57	878,836.43	52.2
20239	001	Post Closure Maintenance	8,000.00	8,000.00	1,242.25	6,757.75	15.5
20240		Advertising/Publications	1,000.00	1,000.00	325.60	674.40	32.6
20240	053	Advertising - DOC Grant 09/10	0.00	0.00	0.00	0.00	0
20240	054	Advertising - Oil Grant 09/10	0.00	0.00	0.00	0.00	0
20240	055	Advertising	0.00	0.00	0.00	0.00	0
20240	056	Advertising - Oil grant 10/11	0.00	0.00	0.00	0.00	0
20240	057	Advertising - DOC Grant 10/11	0.00	0.00	0.00	0.00	0
20240	059	Advertising	0.00	0.00	0.00	0.00	0
20240	060	Advertising Oil Grant - 12/13	0.00	0.00	0.00	0.00	0
20240	061	Advertising Oil Grant 13/14	0.00	0.00	0.00	0.00	0
20240	062	Advertising-Oil Grant 15/16	2,000.00	2,000.00	0.00	2,000.00	0
20240	063	Advertising - Oil Grant 08/09	0.00	0.00	0.00	0.00	0
20240	064	Advertising - HD 16C	0.00	0.00	0.00	0.00	0
20240	065	Advertising - DOC 14/15	0.00	3,000.00	0.00	3,000.00	0
20240	066	Advertising - DOC Grant 08/09	0.00	0.00	0.00	0.00	0
20240	067	Advertising- DOC Grant 12/13	0.00	0.00	0.00	0.00	0
20240	068	Advertising - DOC 13/14	0.00	0.00	0.00	0.00	0
20240	069	Advertising - DOC Grant 11/12	0.00	0.00	0.00	0.00	0

Fund: 422 Solid Waste
Dept: 421 Solid Waste

Line	Proj	Description	Adopted	Revised	YTD Exp	Balance	% Exp
20240	074	Advertising - Oil Grant 11/12	0.00	0.00	0.00	0.00	0
20240	075	Advertising - Oil Grant 14/15	0.00	2,476.00	1,310.90	1,165.10	52.9
20240	078	Advertising	0.00	0.00	0.00	0.00	0
20240	079	Advertising - DOC Grant 15/16	0.00	3,000.00	34.80	2,965.20	1.2
20250		Lease of Equipment	2,880.00	2,880.00	1,840.62	1,039.38	63.9
20251		Lease - Gasquet Transfer Station	650.00	662.00	661.39	0.61	99.9
20260		Rent-Office	0.00	0.00	0.00	0.00	0
20269		Lease Payment - Card Machine	0.00	0.00	0.00	0.00	0
20270		Minor Equipment	1,000.00	1,000.00	0.00	1,000.00	0
20270	059	Minor Equipment	0.00	0.00	0.00	0.00	0
20275		Small Tools	750.00	750.00	165.07	584.93	22.0
20275	059	Small Tools	0.00	0.00	0.00	0.00	0
20280		Delivery Service	600.00	600.00	150.00	450.00	25.0
20281		Household Hazardous Waste Event	32,000.00	32,000.00	29,772.00	2,228.00	93.0
20283		Community Clean-up	5,500.00	5,500.00	3,163.65	2,336.35	57.5
20285		Special Dept Expense	1,500.00	1,500.00	624.00	876.00	41.6
20285	053	Spec Dept Exp - DOC Grant 09/10	0.00	0.00	0.00	0.00	0
20285	054	Spec Dept Exp - Oil Grant 09/10	0.00	0.00	0.00	0.00	0
20285	055	Special Department Expense	0.00	0.00	0.00	0.00	0
20285	056	Spec Dept Exp - Oil Grant 10/11	0.00	0.00	0.00	0.00	0
20285	057	Spec Dept Exp - DOC Grant 10/11	0.00	0.00	0.00	0.00	0
20285	059	Special Department Expense	0.00	0.00	0.00	0.00	0
20285	060	Spec Dept Exp-Oil Grant - 12/13	0.00	0.00	0.00	0.00	0
20285	061	Special Dept Exp-Oil Grant 13/14	0.00	0.00	0.00	0.00	0
20285	062	Spec Dept Exp-Oil Grant 15/16	6,500.00	6,500.00	1,898.48	4,601.52	29.2
20285	063	Spec Dept Exp - Oil Grant 08/09	0.00	0.00	0.00	0.00	0
20285	064	Spec Dept Exp - HD 16C	0.00	0.00	0.00	0.00	0
20285	065	Spec Dept Exp - DOC 14/15	0.00	2,040.00	440.00	1,600.00	21.6
20285	066	Spec Dept Exp - DOC Grant 08/09	0.00	0.00	0.00	0.00	0
20285	067	Spec Dept Exp-DOC Grant 12/13	0.00	0.00	0.00	0.00	0
20285	068	Spec Dept Exp - DOC 13/14	0.00	2,460.00	2,460.00	0.00	100
20285	069	Spec Dept Exp - DOC Grant 11/12	0.00	0.00	0.00	0.00	0
20285	070	Spec Dept Exp-Model Contract	0.00	0.00	0.00	0.00	0
20285	074	Spec Dept Exp - Oil Grant 11/12	0.00	0.00	0.00	0.00	0
20285	075	Spec Dept Exp - Oil Grant 14/15	0.00	4,434.00	0.00	4,434.00	0
20285	078	Special Department Expense	0.00	0.00	0.00	0.00	0
20285	079	Special Dept Exp - DOC Grant 15/16	0.00	4,500.00	0.00	4,500.00	0
20286		Cash Over/Under	175.00	175.00	-210.99	385.99	-120.6
20287		DNDI Other Pickups	0.00	0.00	0.00	0.00	0
20288		City Collections	16,500.00	16,500.00	10,909.22	5,590.78	66.1
20290		Travel	3,000.00	3,000.00	1,125.68	1,874.32	37.5
20290	053	Travel	0.00	0.00	0.00	0.00	0
20290	054	Travel - Oil Grant 09/10	0.00	0.00	0.00	0.00	0
20290	055	Travel & Training	0.00	0.00	0.00	0.00	0
20290	056	Travel - Oil Grant 10/11	0.00	0.00	0.00	0.00	0
20290	057	Travel - DOC Grant 10/11	0.00	0.00	0.00	0.00	0

Fund: 422 Solid Waste
Dept: 421 Solid Waste

Line	Proj	Description	Adopted	Revised	YTD Exp	Balance	% Exp
20290	058	Travel and Training	0.00	0.00	0.00	0.00	0
20290	059	Travel and Training	0.00	0.00	0.00	0.00	0
20290	060	Travel-Oil Grant - 12/13	0.00	0.00	0.00	0.00	0
20290	061	Travel - Oil Grant 13/14	0.00	0.00	0.00	0.00	0
20290	062	Travel-Oil Grant - 15/16	2,500.00	2,500.00	0.00	2,500.00	0
20290	063	Travel	0.00	0.00	0.00	0.00	0
20290	065	Travel - DOC 14/15	0.00	3,000.00	0.00	3,000.00	0
20290	066	Travel and Training - DOC Grant 08/09	0.00	0.00	0.00	0.00	0
20290	067	Travel DOC Grant 12/13	0.00	0.00	0.00	0.00	0
20290	068	Travel - DOC 13/14	0.00	0.00	0.00	0.00	0
20290	069	Travel - DOC Grant 11/12	0.00	0.00	0.00	0.00	0
20290	074	Travel - Oil Grant 11/12	0.00	0.00	0.00	0.00	0
20290	075	Travel - Oil Grant 14/15	0.00	0.00	0.00	0.00	0
20290	078	Travel and Training	0.00	0.00	0.00	0.00	0
20290	079	Travel - DOC Grant 15/16	0.00	4,500.00	1,441.50	3,058.50	32.0
20291		Commissioner Expense	0.00	0.00	0.00	0.00	0
20297		Vehicle Fuel	1,600.00	1,600.00	808.60	791.40	50.5
20300		Utilities	0.00	0.00	0.00	0.00	0
20301		State Fees	73,431.00	73,431.00	30,625.00	42,806.00	41.7
			2,159,194.00	**2,208,591.00**	**1,141,697.99**	**1,066,893.01**	

Other Charges

30420		Interest Payments	0.00	0.00	0.00	0.00	0
30440		Transfer Station Loan Pymts-Interest	0.00	0.00	0.00	0.00	0
30490		Depreciation Expense	98,000.00	98,000.00	0.00	98,000.00	0
30500		Department Allotment	0.00	0.00	0.00	0.00	0
			98,000.00	**98,000.00**	**0.00**	**98,000.00**	

Fixed Assets

40610	059	Construction	0.00	0.00	0.00	0.00	0
40610	200	Transfer Station Construction	0.00	0.00	0.00	0.00	0
40620	059	Equipment	0.00	0.00	0.00	0.00	0
40620	200	Transfer Station Construction	0.00	0.00	0.00	0.00	0
40620	300	Resource Recovery Park Development	0.00	0.00	0.00	0.00	0
40620	400	Computer Equipment	0.00	0.00	0.00	0.00	0
40620	500	Equipment	0.00	0.00	0.00	0.00	0
40620	600	Vehicle	0.00	0.00	0.00	0.00	0
			0.00	**0.00**	**0.00**	**0.00**	

Intra/Inter Fund Tranfers

70530	025	Interfund-Repayment to County	202,275.00	202,275.00	158,745.93	43,529.07	78.5
70530	199	Interfund-Cost Plan	53,449.00	53,449.00	31,549.00	21,900.00	59.0
70800		ARC Payment OPEB	11,125.00	11,125.00	0.00	11,125.00	0
70910		Op. Transfer Out	0.00	0.00	0.00	0.00	0
70910	123	Op Trans Out Bad Check Fee	0.00	0.00	25.00	-25.00	0

CLAIMS APPROVED BY THE DIRECTOR

Del Norte Solid Waste Management Authority
Claims for January 2016

Date Paid	Paid to:	Budget	Amt. Paid	Description
1/6/2016	North Coast Laboratories, Ltd	20232	6,327.00	INV 123156 Landfill Groundwater Testing
1/6/2016	Crescent Hay & Feed	20297	17.80	Fuel for KTS & GTS heater
1/6/2016	Recology Del Norte	20238	$554.40	INV 741 Klamath Beach RD
	Recology Del Norte	20238	$184.80	INV 740 Old Gasquet Toll RD
1/6/2016	Hambro WSG	20239	$137,516.67	INV 2015-12 December 2015 services
1/6/2016	Curry Transfer-Roto Rooter	20140	$153.80	INV 65697165 Klamath TS Porta-Potty
	Curry Transfer-Roto Rooter	20140	$153.80	INV 65697164 Gasquet TS Porta-Potty
1/6/2016	Mission Linen	20140	$61.72	December 2015 Linen Service
1/6/2016	Crescent Ace Hardware	20224	$5.92	INV 584628 Straw for container
	Crescent Ace Hardware	20224	$5.92	INV 582006 Lightbuld for container
1/6/2016	U S Bank	20224	$18.29	Office supplies
1/6/2016	Quill	20224	$15.29	INV 1434667 Office Supplies
	Quill	20224	$39.30	INV 1421361 Office Supplies
1/6/2016	Del Norte Office Supply	20224	$22.60	INV 469097 Office Supplies
1/6/2016	Lawrence & Associates	20231	$5,022.50	INV 23175 Project # 015063.00
1/6/2016	Richard D. Taylor	20235	$560.00	Treasurer/Controller Service for December 2015
1/7/2016	Patel & Associates, LLP	20233	$7,350.00	INV 9064 Audit for 2014/2015 Fiscal Year
1/14/2016	Ricoh USA, Inc.	20250	$249.99	INV 96106414 Rent Thru 01/29/2016
1/14/2016	Black & Rice, LLP	20234	$691.60	Legal Services Statement for December 2015
1/14/2016	G. H. Outreach	20285-065	$140.00	INV 261989 December 2015 Recycling Service
1/14/2016	Del Norte Office Supply	20232-002	$426.69	INV 469169 Software-Office 365 Business (4)
1/15/2016	Powell Scales Northwest	20180	$7,015.75	INV 41797 Repairs & Recertifications of scales
1/21/2016	Mission Linen	20140	$61.72	January 2016 Linen Service
1/21/2016	US Cellular	20121	$140.06	INV 0117692996 Service thru 1/04/16-2/03/16
1/21/2016	Charter Spectrum Business	20121	$89.97	Acct #875219 0200448571 Service 1/19-2/18
1/21/2016	Del Norte County	70530-025	$43,525.20	Sub-Lease Interfund-Repayment to County
1/26/2016	Recology Del Norte	20288	$249.38	900 Tenth Street
	Recology Del Norte	20288	$1,309.08	1001 Front Street
	Recology Del Norte	20283	$451.95	500 Cooper Avenue
1/26/2016	North Coast Laboratories, Ltd	20232	$1,519.00	INV 124315 Landfill Surface water testing12/1715
	North Coast Laboratories, Ltd	20232	$1,864.00	INV 123304 Landfill Surface water testing 10/15/15
1/26/2016	Curry Equipment	20170	$102.45	INV 133750 Generator repairs
1/26/2016	Crescent Ace Hardware	20239-001	$464.43	Rental of Bobcat Skit Steer for landfill maintenance
	Crescent Ace Hardware	20224	$15.08	INV 585629 battieries
	Crescent Ace Hardware	20275	$15.07	INV 585629 Multi tool
1/26/2016	Kayleen Warner	20275	$150.00	Bi-Annual Allowance for footwear
1/28/2016	Efficiency Delivery	20280	$60.00	Delivery -North Coast Labs-Water testing
1/28/2016	Joseph Hernandez	20275	$150.00	Biennial allowance forr footwear
	TOTAL		$ 216,701.23	

2.3

DNSWMA

GRAND TOTALS

JANUARY 2016

	Amount to 422-421 91003	Amount to 422-421 91004	TOTAL AMOUNT
	66.53%	**33.47%**	
DNCTS Cash Total	29,541.18	14,861.61	*44,402.79*
DNCTS Charge Total	96,818.69	48,707.67	*145,526.36*
DNCTS Credit/Debit	14,922.43	7,507.19	*22,429.62*
DNCTS Totals	141,282.29	71,076.48	*212,358.77*
Klamath Cash Total		3,235.37	*3,235.37*
Klamath Charge Total		49.68	*49.68*
Klamath Totals		3,285.05	*3,285.05*
Gasquet Cash Total		1,316.38	*1,316.38*
Gasquet Charge Total		152.32	*152.32*
Gasquet Totals		1,468.70	*1,468.70*
Adjustments			
GRAND TOTALS	***141,282.29***	***75,830.23***	***217,112.52***

2.4

MONTHLY SPLIT SHEET
DNSWMA TRANSFER STATION
MONTH: January 2016

	Cash/Check			Credit Card							Grand	66.53%	33.47%			
Date	Cash	Checks	Total	Visa	Master	Discover	AmExp	Total	Charges	Total	91003	91004	20286	Total	
1	CLOSED		$ -					$ -		$ -	$ -	$ -		$ -	
2	$ 3,596.97	$ 420.68	$ 4,017.65					$ -	$ 5,497.05	$ 9,514.70	$ 2,672.94	$ 1,344.71	$6.91	$ 4,024.56	
3	$ 1,873.63	$ 165.97	$ 2,039.60	$ 732.24	$ 181.18			$ 913.42	$ 250.26	$ 3,203.28	$ 1,356.95	$ 682.65	$1.94	$ 2,041.54	
4	$ 1,216.10	$ 117.64	$ 1,333.74	$ 550.17	$ 35.54		$ 17.06	$ 602.77	$ 7,647.85	$ 9,584.36	$ 887.34	$ 446.40	$0.22	$ 1,333.96	
5	$ 890.53	$ 309.01	$ 1,199.54	$ 412.85	$ 436.40			$ 849.25	$ 7,339.15	$ 9,387.94	$ 798.05	$ 401.49	$5.00	$ 1,204.54	
6	$ 740.97	$ 148.84	$ 889.81	$ 568.09	$ 66.81			$ 634.90	$ 3,883.36	$ 5,408.07	$ 591.99	$ 297.82	$0.31	$ 890.12	
7	$ 1,188.11	$ 101.30	$ 1,289.41	$ 514.28	$ 9.95	$ 18.98		$ 543.21	$ 7,114.14	$ 8,946.76	$ 857.84	$ 431.57	($5.65)	$ 1,283.76	
8	$ 1,511.31	$ 214.17	$ 1,725.48	$ 428.72	$ 19.90		$ 11.37	$ 459.99	$ 5,718.58	$ 7,904.05	$ 1,147.96	$ 577.52	($1.03)	$ 1,724.45	
9	$ 1,415.99	$ 282.99	$ 1,698.98	$ 782.30	$ 95.24			$ 877.54	$ 255.46	$ 2,831.98	$ 1,130.33	$ 568.65	$0.40	$ 1,699.38	
10	$ 1,401.53	$ 149.68	$ 1,551.21	$ 909.79	$ 1,077.50			$ 1,987.29	$ 2,064.67	$ 5,603.17	$ 1,032.02	$ 519.19	$0.50	$ 1,551.71	
11	$ 1,634.91	$ 416.48	$ 2,051.39	$ 677.02	$ 9.95			$ 686.97	$ 7,301.64	$ 10,040.00	$ 1,364.79	$ 686.60	$0.38	$ 2,051.77	
12	$ 906.72	$ 125.88	$ 1,032.60	$ 490.06				$ 490.06	$ 6,147.82	$ 7,670.48	$ 686.99	$ 345.61	$1.14	$ 1,033.74	
13	$ 1,068.28	$ 98.06	$ 1,166.34	$ 595.58	$ 62.56		$ 9.95	$ 668.09	$ 5,214.16	$ 7,048.59	$ 775.97	$ 390.37	$6.99	$ 1,173.33	
14	$ 665.33		$ 665.33	$ 106.17	$ 22.74			$ 128.91	$ 6,300.63	$ 7,094.87	$ 442.64	$ 222.69	$0.90	$ 666.23	
15	$ 1,875.10	$ 197.57	$ 2,072.67	$ 806.59	$ 49.76			$ 856.35	$ 9,218.85	$ 12,147.87	$ 1,378.95	$ 693.72	($0.20)	$ 2,072.47	
16	$ 1,332.35	$ 112.13	$ 1,444.48	$ 690.97	$ 63.95		$ 14.22	$ 769.14	$ 1,053.32	$ 3,266.94	$ 961.01	$ 483.47	$0.12	$ 1,444.60	
17	$ 666.06	$ 106.61	$ 772.67	$ 214.61	$ 12.79			$ 227.40	$ 83.86	$ 1,083.93	$ 514.06	$ 258.61	($0.10)	$ 772.57	
18	$ 1,501.33	$ 152.13	$ 1,653.46	$ 1,000.50	$ 117.83			$ 1,118.33	$ 7,959.45	$ 10,731.24	$ 1,100.05	$ 553.41	$0.10	$ 1,653.56	
19	$ 699.96	$ 35.54	$ 735.50	$ 505.28				$ 505.28	$ 7,479.30	$ 8,720.08	$ 489.33	$ 246.17	($14.60)	$ 720.90	cash shortage
20	$ 1,078.60	$ 44.07	$ 1,122.67	$ 773.37	$ 41.22		$ 7.10	$ 821.69	$ 5,537.87	$ 7,482.23	$ 746.91	$ 375.76	$5.61	$ 1,128.28	$14.69
21	$ 1,269.61	$ 42.64	$ 1,312.25	$ 559.09	$ 29.97		$ 9.46	$ 598.52	$ 5,224.36	$ 7,135.13	$ 873.04	$ 439.21	$1.09	$ 1,313.34	
22	$ 1,093.84	$ 169.45	$ 1,263.29	$ 593.31	$ 15.64			$ 608.95	$ 6,513.36	$ 8,385.60	$ 840.47	$ 422.82	$0.49	$ 1,263.78	
23	$ 1,399.25	$ 234.22	$ 1,633.47	$ 641.66	$ 135.04		$ 68.23	$ 844.93	$ 388.06	$ 2,866.46	$ 1,086.75	$ 546.72	($5.04)	$ 1,628.43	
24	$ 1,048.93	$ 31.27	$ 1,080.20	$ 800.11	$ 27.01			$ 827.12	$ 1,265.15	$ 3,172.47	$ 718.66	$ 361.54	$0.05	$ 1,080.25	
25	$ 1,297.80	$ 133.62	$ 1,431.42	$ 764.16	$ 103.43	$ 21.32		$ 888.91	$ 7,076.63	$ 9,396.96	$ 952.32	$ 479.10	$0.43	$ 1,431.85	
26	$ 827.27	$ 19.89	$ 847.16	$ 533.48	$ 89.56		$ 34.12	$ 657.16	$ 7,204.08	$ 8,708.40	$ 563.62	$ 283.54	$0.35	$ 847.51	
27	$ 1,667.79	$ 285.80	$ 1,953.59	$ 724.69	$ 66.81			$ 791.50	$ 8,176.96	$ 10,922.05	$ 1,299.72	$ 653.87	$0.13	$ 1,953.72	
28	$ 686.54	$ 344.01	$ 1,030.55	$ 758.39	$ 11.37			$ 769.76	$ 5,517.54	$ 7,317.85	$ 685.62	$ 344.93	$0.01	$ 1,030.56	
29	$ 874.58	$ 117.98	$ 992.56	$ 580.21	$ 67.39			$ 647.60	$ 6,179.25	$ 7,819.41	$ 660.35	$ 332.21	$1.01	$ 993.57	
30	$ 1,765.05	$ 379.65	$ 2,144.70	$ 1,310.90	$ 42.65	$ 7.11		$ 1,360.66	$ 234.56	$ 3,739.92	$ 1,426.87	$ 717.83	$0.00	$ 2,144.70	
31	$ 2,044.95	$ 206.12	$ 2,251.07	$ 1,276.86	$ 17.06			$ 1,293.92	$ 1,678.99	$ 5,223.98	$ 1,497.64	$ 753.43	($0.84)	$ 2,250.23	
TOTALS	$ 39,239.39	$ 5,163.40	$ 44,402.79	$ 19,301.45	$ 2,909.25	$ 47.41	$ 171.51	$ 22,429.62	$ 145,526.36	$ 212,358.77	$ 29,541.18	$ 14,861.61	$ 6.62	$ 44,409.41	

DAILY TICKET REPORT								
DNSWMA TRANSFER STATION								
MONTH: January 2016								
			VOIDED	TICKET				
Date	BEGIN	END	TICKETS	COUNT				
1	CLOSED							
2	856918	857194		**277**				
3	857195	857375		**181**				
4	857376	857545	2	**168**				
5	857546	857663	2	**116**				
6	857664	857794		**131**				
7	857795	857943	3	**146**				
8	857944	858085	1	**141**	858074 left open 01/08, voided 01/09			
9	858086	858243	1	**157**				
10	858244	858409		**166**				
11	858410	858579	2	**168**				
12	858580	858678		**99**				
13	858679	858778		**100**				
14	858779	858847	1	**68**				
15	858848	859037	1	**189**				
16	859038	859178		**141**				
17	859179	859238		**60**				
18	859239	859419	1	**180**				
19	859420	859534	1	**114**				
20	859535	859689		**155**				
21	859690	859832		**143**				
22	859833	859981	1	**148**				
23	859982	860106		**125**				
24	860107	860218		**112**				
25	860219	860392		**174**				
26	860393	860520	1	**127**				
27	860521	860695		**175**				
28	860696	860799		**104**				
29	860800	860924		**125**				
30	860925	861103		**179**				
31	861104	861306	1	**202**				
TOTAL			**18**	**4371**				

DNSWMA

KLAMATH TRANSFER STATION - CASH

January 2016

Date	Amount to 422-421-91004	TOTAL CASH AMOUNT
January 3, 2016	439.83	439.83
January 6, 2016	355.55	355.55
January 10, 2016	600.77	600.77
January 13, 2016	238.13	238.13
January 17, 2016	237.10	237.10
January 20, 2016	199.68	199.68
January 24, 2016	495.07	495.07
January 27, 2016	304.26	304.26
January 31, 2016	364.98	364.98
TOTALS	*3,235.37*	***3,235.37***

DNSWMA		
GASQUET TRANSFER STATION - CASH		
Jan-16		
Date	Amount to 422-421-91004	TOTAL CASH AMOUNT
2-Jan-16	403.31	**403.31**
9-Jan-16	264.64	**264.64**
16-Jan-16	169.54	**169.54**
23-Jan-16	238.69	**238.69**
30-Jan-16	240.20	**240.20**
TOTALS	*1,316.38*	***1,316.38***

DNSWMA

KLAMATH TRANSFER STATION - DEPOSITS

January-2016

Date	Cash	Checks	TOTAL Deposit	Over / Short	Sales	TOTAL Sales	Charges	Tickets
January 3, 2016	431.23	8.60	439.83	19.64	420.19	439.83	0.00	33
January 6, 2016	344.00	11.55	355.55	0.50	355.05	355.55	0.00	20
January 10, 2016	572.02	28.75	600.77	-0.19	600.96	600.77	0.00	41
January 13, 2016	229.53	8.60	238.13	0.12	238.01	238.13	38.13	17
January 17, 2016	228.50	8.60	237.10	0.40	236.70	237.10	0.00	21
January 20, 2016	199.68	0.00	199.68	0.59	199.09	199.68	0.00	18
January 24, 2016	486.47	8.60	495.07	17.38	477.69	495.07	0.00	38
January 27, 2016	287.06	17.20	304.26	2.62	301.64	304.26	11.55	21
January 31, 2016	356.38	8.60	364.98	2.49	362.49	364.98	0.00	37
TOTAL	$ 3,134.87	$ 100.50	**$ 3,235.37**	$ 43.55	$ 3,191.82	**$ 3,235.37**	**$ 49.68**	**246**

DNSWMA

GASQUET TRANSFER STATION - DEPOSITS

January-2016

Date	Cash	Checks	TOTAL Deposit	Over / Short	Sales	TOTAL Sales	Charges	Tickets
January 2, 2016	345.55	57.76	403.31	0.00	403.31	403.31	25.41	38
January 9, 2016	201.01	63.63	264.64	0.00	264.64	264.64	80.00	28
January 16, 2016	140.53	29.01	169.54	-0.02	169.56	169.54	0.00	18
January 23, 2016	163.72	74.97	238.69	0.83	237.86	238.69	46.91	27
January 30, 2016	182.43	57.77	240.20	-0.05	240.25	240.20	0.00	24
TOTAL	$ 1,033.24	$ 283.14	**$ 1,316.38**	$ 0.76	$ 1,315.62	**$ 1,316.38**	**$ 152.32**	**135**

DNSWMA				
GASQUET TRANSFER STATION - CHARGES				
January-2016				
		Receipt	**Charge**	**TOTAL**
Date	**Charge Name**	**Number**	**Amount**	**Amount**
January 2, 2016	Malloroy Construction	424577	$ 25.41	$ 25.41
January 9, 2016	Gasquet Mobile Home Park	424579	$ 80.00	$ 80.00
January 23, 2016	Gasquet Mobile Home Park	424580	$ 46.91	$ 46.91
				$ -
TOTAL			**$ 152.32**	**$ 152.32**

Del Norte Solid Waste Management Authority
A/R Aging Summary
As of February 2, 2016

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Affordable Home & Rental Rep.	14.20	12.79	0.00	0.00	0.00	26.99
Agricultural Commission(solid waste only)	8.53	36.96	73.67	0.00	0.00	119.16
Aladdin Realty	2.27	0.00	7.11	22.74	0.00	32.12
Alexandre EcoDairy Farms	1,061.92	0.00	0.00	0.00	0.00	1,061.92
Babich Construction	32.69	0.00	0.00	0.00	0.00	32.69
Bart Kast Builders	94.99	0.00	0.00	0.00	0.00	94.99
Benner Mini Storage	69.74	0.00	0.00	0.00	0.00	69.74
Borges Dairy	506.06	198.30	0.00	0.00	0.00	704.36
Brown, Hector	439.24	902.99	0.00	0.00	0.00	1,342.23
Cal-Ore LIFE FLIGHT	47.97	0.00	0.00	0.00	0.00	47.97
California Auto Image	123.67	0.00	0.00	0.00	0.00	123.67
California Dept. Parks & Rec.	222.12	449.78	0.00	0.00	0.00	671.90
Castlerock Countertop's	58.28	0.00	0.00	0.00	0.00	58.28
Certified Construction	0.00	0.00	0.00	0.00	6.90	6.90
Certified Plumbing Co.	0.00	0.00	0.00	0.00	12.76	12.76
Cetnar Construction Inc.	44.07	0.00	0.00	0.00	0.00	44.07
City of Crescent City.	0.00	72.16	166.95	0.00	0.00	239.11
College of the Redwoods	41.22	0.00	0.00	0.00	0.00	41.22
Cornerstone Assembly of God	42.65	0.00	0.00	0.00	0.00	42.65
Crescent Ace Hardware.	406.55	0.00	0.00	0.00	0.00	406.55
Crescent City KOA	90.98	0.00	0.00	0.00	0.00	90.98
Crescent Fire Protection Dist.	35.54	0.00	0.00	0.00	0.00	35.54
Crescent Senior Estates	109.57	0.00	0.00	0.00	0.00	109.57
Del Norte Realty	187.59	0.00	0.00	0.00	0.00	187.59
Del Norte Roofing	25.59	0.00	0.00	0.00	0.00	25.59
DN Unified School District	203.18	10.46	0.00	0.00	0.00	213.64
Elk Valley Casino	334.05	0.00	0.00	0.00	0.00	334.05
Elk Valley Storage	11.37	79.60	0.00	0.00	0.00	90.97
Ellers Fort Dick Market	260.14	0.00	0.00	0.00	0.00	260.14
Fashion Blacksmith	9.95	0.00	0.00	0.00	0.00	9.95
Frank's Refrigeration	59.70	0.00	0.00	0.00	0.00	59.70
G. H. Outreach	431.59	0.00	0.00	0.00	0.00	431.59
Gasquet Mobile Home Park	126.91	0.00	0.00	0.00	0.00	126.91
Golden State Construction	233.13	0.00	0.00	0.00	0.00	233.13
GR Construction	0.00	36.96	0.00	0.00	0.00	36.96
Green Scapes	120.83	14.57	0.00	0.00	0.00	135.40
Griffin's Furniture Outlet	133.25	0.00	0.00	0.00	0.00	133.25
Hambro/Waste Solutions Group	334.58	0.00	0.00	0.00	0.00	334.58
Hank's Hauling	61.12	0.00	0.00	0.00	0.00	61.12
Hartley Construction	383.81	305.62	0.00	0.00	0.00	689.43
HASP / Jordan Recovery Centers	108.02	93.82	0.00	0.00	0.00	201.84
Hintz Construction	0.00	0.00	0.00	0.00	127.60	127.60
Hiouchi Community Fellowship	7.10	0.00	0.00	0.00	0.00	7.10
Humboldt Moving & Storage	29.85	0.00	0.00	0.00	0.00	29.85
Investment Realty	305.82	0.00	0.00	0.00	0.00	305.82
Kays, Matthew J.	13.36	0.00	0.00	0.00	0.00	13.36
Kirkland's Lawn & Yard Service	226.54	0.00	0.00	0.00	0.00	226.54
Kraft, Tom & Patti	106.62	0.00	0.00	0.00	0.00	106.62
Larry Hartwick Construction	7.10	0.00	0.00	0.00	0.00	7.10
Larson Services	54.64	103.76	36.96	0.00	0.00	195.36
LNL Design and Construction	0.00	61.12	0.00	0.00	0.00	61.12
Lucky 7 Casino	17.71	0.00	0.00	0.00	0.00	17.71
Madrone Court	35.54	49.75	0.00	0.00	0.00	85.29
Malloroy Construction	25.41	0.00	0.00	0.00	0.00	25.41
Mark Wooding Construction	0.00	0.00	0.00	0.00	-120.00	-120.00
Mastaloudis Homes Inc.	135.03	102.35	0.00	0.00	0.00	237.38
Ming Tree Real Estate	0.00	0.00	0.00	0.00	-16.10	-16.10
Mountain Power Tree Co	78.19	0.00	0.00	0.00	0.00	78.19
Mow Blow and Go	108.92	0.00	0.00	0.00	0.00	108.92
Murray Construction	56.85	0.00	0.00	0.00	0.00	56.85
New Dawn Support Services	153.72	0.00	18.92	0.00	0.00	172.64
Niehoff Construction	66.10	0.00	0.00	0.00	0.00	66.10
Norbury Construction *CLOSED*	0.00	0.00	0.00	0.00	116.70	116.70
North Woods Realty	15.64	0.00	0.00	0.00	0.00	15.64
Northridge Electric	187.64	81.02	0.00	0.00	0.00	268.66
Pacific Northwest Physical Therapy	51.17	0.00	0.00	0.00	0.00	51.17

Del Norte Solid Waste Management Authority
A/R Aging Summary
As of February 2, 2016

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
PALM Industries, Inc.	140.66	0.00	0.00	0.00	0.00	140.66
Pappas Dry Wall	41.20	0.00	0.00	0.00	0.00	41.20
Pelican Bay Evangelical Free Church	14.21	0.00	0.00	0.00	0.00	14.21
Plunkett's Family Painting	75.34	0.00	0.00	0.00	0.00	75.34
Porter's Trucking *CLOSED*	0.00	0.00	0.00	0.00	2,033.84	2,033.84
Ray's Mobile Home Service	207.55	0.00	0.00	0.00	0.00	207.55
Recology Del Norte (Franchise)	97,297.58	0.00	0.00	0.00	0.00	97,297.58
Recology Del Norte (Prison)	12,104.07	0.09	0.00	0.00	0.00	12,104.16
Red Sky Roofing	7,011.81	8,813.27	5,455.72	0.00	0.00	21,280.80
Redwood Community Action Agency	157.80	31.26	0.00	0.00	0.00	189.06
Redwood National Park	1,109.24	0.00	0.00	0.00	0.00	1,109.24
Reservation Ranch	1,147.15	0.00	0.00	0.00	0.00	1,147.15
Richterich & Jones Const	220.33	18.00	0.00	0.00	0.00	238.33
Rick Parker Construction	177.69	0.00	0.00	0.00	0.00	177.69
Ritchie Homes	49.75	0.00	0.00	0.00	0.00	49.75
Rogers, Luu T.	0.00	34.12	0.00	0.00	0.00	34.12
S.O.S. Construction	258.34	0.00	0.00	0.00	0.00	258.34
Seawood Village	3,056.22	0.00	0.00	0.00	0.00	3,056.22
Shangri-La Trailer Court	39.80	0.00	0.00	0.00	0.00	39.80
Smith River Equipment	3,421.82	0.00	0.00	0.00	0.00	3,421.82
Smith River Rancheria	39.80	0.00	0.00	0.00	0.00	39.80
Sprint Courier Service	206.11	0.00	0.00	0.00	0.00	206.11
Spruce Haven Mobile Home Park	164.55	0.00	0.00	0.00	0.00	164.55
St. Vincent de Paul	25.59	0.00	0.00	0.00	0.00	25.59
Steel	56.86	62.57	0.00	0.00	0.00	119.43
Stephen F White Gen.Cont. Inc.	38.31	0.00	0.00	0.00	0.00	38.31
Stone Roofing	3,830.95	0.00	0.00	0.00	0.00	3,830.95
Swanson, Ray C. Construction	133.62	0.00	0.00	0.00	0.00	133.62
Tab & Associates	187.74	0.00	0.00	0.00	0.00	187.74
Thomas Gavin Construction	7.10	0.00	0.00	0.00	0.00	7.10
Thrifty Supply	24.39	0.00	0.00	0.00	0.00	24.39
Tim Haban Construction	159.21	0.00	0.00	0.00	0.00	159.21
Van Arsdale Construction	372.44	0.00	0.00	0.00	0.00	372.44
Van Nocker's Cleaning	14.20	28.42	0.00	0.00	0.00	42.62
Winn's Maintance Service	0.00	0.00	0.00	0.00	-25.00	-25.00
Yurok Economic Dev Corp	49.68	0.00	0.00	0.00	0.00	49.68
Yurok Tribe	419.24	0.00	0.00	0.00	0.00	419.24
TOTAL	140,420.37	11,599.74	5,759.33	22.74	2,136.70	159,938.88

AUTHORITY REVENUE REPORT August 2015

Source	2014/2015		2015/2016		
Authority	Actual Annual			Budget/Month	Budget/Year
Service Fees	$ 1,002,778.17			$ 83,083.33	$ 997,000.00

	Actual/Month	Comparison FYE15 & FYE16		Actual/Month	Over Budget
July	$ 96,004.21	$ (1,389.79)	July	**$ 94,614.42**	$ 11,531.09
August	$ 89,437.87	$ 2,718.16	August	**$ 92,156.03**	$ 9,072.70
September	$ 84,704.53	$ 7,278.67	September	**$ 91,983.20**	$ 8,899.87
October	$ 83,098.23	$ 7,306.85	October	**$ 90,405.08**	$ 7,321.75
November	$ 72,572.43	$ 2,069.22	November	**$ 74,641.65**	$ (8,441.68)
December	$ 76,859.33	$ (3,776.33)	December	**$ 73,083.00**	$ (10,000.33)
January	$ 84,970.65	$ (9,140.42)	January	**$ 75,830.23**	$ (7,253.10)
February	$ 77,883.08	$ -	February		
March	$ 82,827.13	$ -	March		
April	$ 79,373.56	$ -	April		
May	$ 85,383.19	$ -	May		
June	$ 89,663.96	$ -	June		
Total	$ 1,002,778.17	$ 5,066.36	Total	**$ 592,713.61**	$ 11,130.28
				Ahead of budget	1.88%

2.5

AUTHORITY REVENUE REPORT **August 2015**

Source **2014/2015**

Franchise Fee

Actual Annual

	Actual/Month	Comparison FY 13/14
July	$ 19,120.00	$ 380.00
August	$ 20,447.00	$ 3,679.00
September	$ 20,575.00	$ 4,713.00
October	$ 21,152.00	$ 1,466.00
November	$ 19,499.00	$ 1,888.00
December	$ 19,400.00	$ 1,403.00
January	$ 19,301.00	$ 1,479.00
February	$ 20,531.00	$ -
March	$ 19,833.00	$ -
April	$ 20,819.00	$ -
May	$ 19,868.00	$ -
June	$ 23,504.00	$ -
Total	$ 244,049.00	$ 15,008.00

2015/2016

Budget/Month	Budget/Year
$ 20,166.67	$ 242,000.00

	Actual/Month	Over/Under Budget
July	**$ 19,500.00**	$ (666.67)
August	**$ 24,126.00**	$ 3,959.33
September	**$ 25,288.00**	$ 5,121.33
October	**$ 22,618.00**	$ 2,451.33
November	**$ 21,387.00**	$ 1,220.33
December	**$ 20,803.00**	$ 636.33
January	**$ 20,780.00**	$ 613.33
February		
March		
April		
May		
June		
Total	**$ 154,502.00**	$ 13,335.33

Ahead of budget: 8.63%

Del Norte Solid Waste Management Authority

1700 State Street, Crescent City, CA 95531
Phone (707) 465-1100 Fax (707) 465-1300
www.recycledelnorte.ca.gov

The Authority's mission is the management of Del Norte County solid waste and recyclable material in an environmentally sound, cost effective, efficient and safe manner while ensuring 100% regulatory compliance with law.

Staff Report

Date: **10 February 2016**
To: **Commissioners of the Del Norte Solid Waste Management Authority**
From: **Kayleen Warner – Facilities and Programs Coordinator**
Del Norte Solid Waste Management Authority
File Number: **230102 – Residential Well Sampling**

Topic: **Status of Residential Well Sampling**

Summary / Recommendation: **That the Board accept the Residential Well Sampling Protocol prepared by Lawrence and Associates, and make arrangements to collect and analyze groundwater samples from one or two residential wells.**

Background: During a site in October 2015, Gina Morrison of the North Coast Regional Water Quality Control Board said she would support the temporary reduction in the threat complexity rating for the Crescent City Landfill (which would reduce the Waste Discharge Requirements Fee) if the Authority sampled one or two residential wells and no contamination was detected that could be associated with the landfill. Reducing the Threat/Complexity rating could result in permit savings up to $40,156 per year.

Since December 2010, the Authority has engaged in appealing the 'IA' threat/complexity rating for the landfill, which results in an annual WDR fee that amounts to over $2 per capita per year for this relatively small closed facility that shows relatively little variability in the direction of groundwater flow or the relatively low levels that constituents of concern detected through monitoring. In September 2012, the Authority Director and Program Manager met with The North Coast Regional Water Quality Control Board Executive Director Mathias St. John as well as RWQCB staff persons Luis Rivera, David Leland, and Gina Morrison. In that meeting, Authority staff agreed to develop a plan for how our agency might demonstrate that the Crescent City Landfill is not having an adverse impact on the residential wells next to the landfill property. Towards this end, the RWQCB cooperatively agreed temporarily reduce the Threat/Complexity rating (and thus the WDR fee for 2013) for the Crescent City Landfill.

In July 2013, the Groundwater Investigation Work Plan for the Crescent City Landfill, and a related Health and Safety Plan for the drilling, were approved. This plan proposed to drill two additional wells for investigating the elevation, flow direction and gradients for groundwater in both the shallow and deep water-bearing zones, and the location of these wells was selected to demonstrate the direction of groundwater flow nearest the residential water wells closest to the landfill property. In January 2014, investigation wells E-4 Shallow and E-4 Deep were drilled, developed, purged and sampled for the first time.

In September 2015, the Authority began working with Lawrence & Associates to provide analysis and documentation to support the Authority's continuing appeal of the Threat / Complexity rating and to update the Monitoring and Reporting Programs and Waste Discharge Requirements for this facility.

At the November 17, 2016 meeting, the Board approved Change Order 1 with Lawrence & Associates in the amount of $500 for a Residential Sampling Plan and Protocol.

Analysis: At the January 2016 meeting the Authority Board approved sending letters to homeowners adjacent to the landfill seeking permission to collect and analyze samples from residential wells. Of the 8 letters sent, only 1 homeowner granted permission for the sampling and this well is not in the ideal proximity to the landfill and staff has concerns the Regional Board will be content with this result.

One of the wells ideally suited for our sampling protocol is on a property managed by a trustee (Robin Depee, Trustee). No response to our certified letter was obtained from this person. In discussing the property with Dave Mason, Code Enforcement Officer he indicated there is a well on this property and that the occupants would likely be willing to have us test the well. Staff consulted with legal counsel and are revising the form asking for their permission as occupants in order to gain access to this well.

Staff will visit the property to attempt and gain permission for the sampling, with samples taken at that time if feasible. The constituents to be tested for are indicated in Table 1 of the attached Domestic Well Sampling Protocol. Upon obtaining the results, staff will coordinate with Lawrence & Associates and Regional Water Quality Control Board staff to determine next steps.

Alternatives: The temporary reduction in WDR fees is contingent on the Authority conducting residential well sampling and other tests determined by the NCRWQCB. If the Board does not approve collecting these residential samples, to reduce the potential for additional fines or enforcement, staff should be directed to pay the outstanding balance of $26,566 for the WDR Fees for fiscal year 15/16.

Fiscal Impacts: Projected costs include semi-annual testing of two wells of $2,316 along with staff time of approximately 3-4 hours. These costs are minimal compared to the potential savings that can be achieved.

Related Issues: A closely related and integral project is the ongoing update to the Monitoring and Reporting Programs and Waste Discharge Requirements for this facility.

LAWRENCE
& ASSOCIATES
ENGINEERS & GEOLOGISTS

Technical Memo

PROFESSIONAL GEOLOGIST
BONNIE E. LAMPLEY
No. HG626
CERTIFIED HYDROGEOLOGIST
STATE OF CALIFORNIA

To: Tedd Ward, Director, DNSWMA

From: Bonnie Lampley

CC: Kayleen Warner, Facilities & Programs Coordinator, DNSWMA

Date: February 9, 2016

Re: Protocol for Sampling Domestic Wells Near Crescent City Landfill

---

Per the request of Del Norte Solid Waste Management Authority (DNSWMA), Lawrence & Associates (L&A) prepared this protocol for sampling domestic wells near the Crescent City Landfill (Landfill).

With regard to data quality objectives, it is desirable to collect samples from domestic wells (or other types of wells that were not constructed specifically to be monitoring wells) using the same goals as for monitoring wells. That is, the sampling protocol should be such that the sample is representative of fresh groundwater in the aquifer, not water that has been sitting in the well casing or that has been treated in any manner.

1. Select a sample location as close to the well head as possible. If there is no pump in the domestic well, standard monitoring well sampling (*e.g.*, with a bailer) can be done. If there is a pump in the well, locate a spigot as close to the well head as possible. This will probably be outside.
2. If there are no outside spigots, use a faucet inside the house if there are no tanks or treatment units between the faucet and the well head (for example, ask the home owner if they have a tank or look under the sink for treatment cartridges). If a tank or treatment units are present, collecting a sample may not be warranted, because the water quality will not be representative of the aquifer.
3. Once a suitable spigot or faucet is located, turn on the faucet at a low flow, such that there is no air entrained in the flow.
4. For purging, measure pH and electrical conductance until the values stabilize (less than 10% change in subsequent values). Because an active domestic well likely operates each day, the water in the casing will be relatively fresh, unlike standard monitoring wells that do not discharge between sample events. Therefore, it is not necessary to use the rule of thumb of discharging three well volumes before sampling.

5. Once field parameters have stabilized, collect samples in the appropriate bottles. See **Table 1** on page 3 herein for the list of parameters and frequency of sampling.
6. After sample collection, follow the usual protocols for preparing the Chain-of-Custody form, packaging the samples, and delivering to the laboratory.
7. Record the following information in the field notes:
    a. Address of well property and name(s) of persons contacted during the sample event
    b. Date, time, name of sampler
    c. Weather conditions
    d. Location of sample point; describe and/or photograph as necessary to document the condition of the sample point
    e. General description of property; note items that suggest conditions that may have affected groundwater quality (*e.g.*, cars or equipment with leaking fluids, staining on ground, etc.)
    f. Time and values for field parameter readings
    g. Other observations, if any

Table 1. Proposed Groundwater Monitoring for Neighboring Wells

Constituent	Units	Frequency
Specific Conductance	umhos/cm	Semiannual
pH	pH Units	Semiannual
Total Dissolved Solids	mg/L	Semiannual
Chloride	mg/L	Semiannual
VOC	µg/L	Semiannual
Chemical Oxygen Demand	mg/L	Semiannual
Total Alkalinity	mg/L	Semiannual
Bicarbonate/Carbonate	mg/L	Semiannual
Fluoride	mL/L	Semiannual
Hardness	mg/L	Semiannual
Nitrate	mg/L	Semiannual
Sulfate	mg/L	Semiannual
Sodium, Potassium, Calcium, Magnesium	mg/L	Semiannual
Metals*	µg/L	Semiannual

*Metals = Aluminum, Arsenic, Barium, Beryllium, Cadmium, Cobalt, Chromium, Iron, Lead, Manganese, Mercury, Molybdenum, Nickel, Silver, Thallium, Tin, Vanadium, Zinc,

Water Boards

DEMAND FOR PAYMENT

Annual Permit Fees Required by Sections 13260 & 13269 of the California Water Code

Date: 12/16/2015
Facility ID: 1A77002ODN
Facility Name: DEL NORTE COUNTY, CRESCENT CIT
OLD MILL
CRESCENT CITY, CA 95531

Fiscal Year: 2015/16
Invoice Number: WD-0108614
Billing Period: 07/01/15 - 06/30/16
Invoice Date: 11/2/2015
Amount Past Due: $ 57,191.00
Region: 1
Index Number: 253593

DEL NORTE SOLID WASTE MANAGEME
TEDD WARD
1700 STATE STREET
CRESCENT CITY, CA 95530

For details please refer to the original invoice

DEMAND FOR PAYMENT OF ANNUAL WASTE DISCHARGE FEES

This is a FORMAL DEMAND FOR PAYMENT on the above delinquent invoice. Our accounting office records indicate that you have failed to pay the required annual fee. Failure to pay the required fee is considered a misdemeanor under California law (Water Code Section 13261) and could result in a civil liability assessment of up to $1000 per day for each day that the fees go unpaid, revocation of your discharge permit, or referral to a collection agency. Please return payment in the attached envelope along with the bottom portion of the invoice. Payment must be received no later than 30 days from the date of this notice.

Please note that a transfer of ownership or relocation of a facility requires a new Waste Discharge Permit. If you are no longer discharging, please submit a letter to the Regional Water Quality Board requesting termination of your permit.

If you have any questions about this invoice, please call your Regional Water Quality Control Board at 707-576-2656.

For payment status of your invoice, please go to the "Stormwater and Wastewater Permit Fee Information" link at http://infofees.waterboards.ca.gov/FeeInfo/DischargerInvoice.aspx

Retain this portion for your records

Please detach and return this portion with your payment

Region: 1 **Fiscal Year:** 2015/16

Invoice Number: WD-0108614
Index Number: 253593
(Please print the above number on check or money order)

DEL NORTE SOLID WASTE MANAGEME
TEDD WARD
1700 STATE STREET
CRESCENT CITY, CA 95530

Amount Due: $ 57,191.00
Billing Period: 07/01/15 - 06/30/16
Invoice Date: 11/2/2015
Facility ID: 1A77002ODN
Facility Name: DEL NORTE COUNTY, CRESCENT CIT
OLD MILL
CRESCENT CITY, CA 95531

SWRCB
PO BOX 1888
SACRAMENTO, CA 95812-1888

State Water Resources Control Board

Division of Administrative Services
1001 I Street * Sacramento, California 95814 * (916) 341-5247
Mailing Address: P.O. Box 1888 * Sacramento, California 95812-1888

Date: 2/3/2016
Facility ID: 1A77002ODN
Facility Name: DEL NORTE COUNTY, CRESCENT CIT
OLD MILL
CRESCENT CITY, CA 95531

Fiscal Year: 2015/16
Invoice Number: WD-0108614
Billing Period: 07/01/15 - 06/30/16
Invoice Date: 11/2/2015
Amount Past Due: $ 57,191.00
Region: 1
Index Number: 253593

DEL NORTE SOLID WASTE MANAGEME
1700 STATE ST
CRESCENT CITY, CA 95531

RECEIVED
FEB 08 2016
DNSWMA

For details please refer to the original invoice

NOTICE OF VIOLATION
OF WASTE DISCHARGE REQUIREMENTS

THIS IS A FORMAL NOTICE OF VIOLATION on the above delinquent invoice. Our accounting office records indicate that you have failed to pay the required annual fee. Failure to pay the required fee is considered a misdemeanor under California law (Water Code Section 13261) and could result in a civil liability assessment of up to $1000 per day for each day that fees go unpaid. The Regional Board has been notified of your delinquent account and may issue a complaint that may result in administrative civil liability.

Please note that a transfer of ownership or relocation of a facility requires a new Waste Discharge Permit. If you are no longer discharging, please submit a letter to the regional board requesting termination of your permit.

If you have any questions about this invoice, please call your
Regional Water Quality Control Board at 707-576-2656.

For payment status of your invoice, please go to the "Stormwater and Wastewater Permit Fee Information" link at
http://infofees.waterboards.ca.gov/FeeInfo/DischargerInvoice.aspx

Retain this portion for your records

Please detach and return this portion with your payment

Region: 1 **Fiscal Year:** 2015/16

Invoice Number: WD-0108614
Index Number: 253593
(Please print the above number on check or money order)

DEL NORTE SOLID WASTE MANAGEME
1700 STATE ST
CRESCENT CITY, CA 95531

Amount Due: $ 57,191.00
Billing Period: 07/01/15 - 06/30/16
Invoice Date: 11/2/2015
Facility ID: 1A77002ODN
Facility Name: DEL NORTE COUNTY, CRESCENT
CIT
OLD MILL
CRESCENT CITY, CA 95531

SWRCB
PO BOX 1888
SACRAMENTO, CA 95812-1888

A Celebration of the Life of Jordan Kekry, General Manager of Julindra Recycling

Statement made by Tedd Ward, Director

Del Norte Solid Waste Management Authority

Hello. My name is Tedd Ward, and I serve as Director for the Del Norte Solid Waste Management Authority, the agency I have worked with for over 20 years. Our agency is essentially responsible for complying with solid waste laws and making recycling work in our community.

Jordan's business, Julindra Recycling, was always a labor of love – it was named as a contraction of his three daughter's names: Julie, Linda and Sandra. Though this business started as a beer distribution business, in 2000, he was faced with a choice.

The folks from the central office demanded a series of changes they expected all of their distributors to follow. As Jordan told the story to me, he said that to meet all of their demands, he would be forced to close his recycling operations. Rather than stopping recycling, he instead decided to stop being a beer distributor. He felt that would be better for our community.

For nearly 40 years, Julindra Recycling has received, sorted, processed, baled, and marketed the vast majority of materials recycled from Del Norte's households. Just about all of the recyclable materials collected by Recology from the community drop-off recycling programs and the curbside recycling programs have been processed at Julindra, while Julindra also serves as the only buy-back location in Del Norte County where people could get cash back for their bottles and cans.

In the recycling field, Jordan was always interested in finding ways to add value to the recyclable materials he processed. For a while, he was chopping up cardboard, compressing it and covering it with wax to make fire starters and logs. His experiments continued. The week before he passed, Jordan gave myself and the Authority's new Facilities and Programs Coordinator Kayleen Warner a tour of his recycling facility, where he was describing his recent efforts to explore recycling of electronics, and showed us his machine for consolidating stryrofoam to reduce his shipping costs.

Since the year 2000, the Del Norte Solid Waste Management Authority has presented Green Ribbon awards to acknowledge the community groups and leaders who have made outstanding contributions to waste prevention, reuse, recycling, and composting during the prior year. Every year we gave out Green Ribbon awards, one went to Jordan Kekry and Julindra Recycling, because Jordan, Louis, Jhosy, and the rest of his crew at Julindra have been essential to recycling here in Del Norte for as long as we have been recycling.

As a community member, as a recycler, and unpretentious businessperson who just wanted to do the right thing, Jordan Kekry was a giant, and we will all miss him.

Del Norte Solid Waste Management Authority
Work Priorities Fiscal Year 2015 – 2016

Mission Statement (Sept. 2014): The Authority's Mission is the management of Del Norte County solid waste and recyclable material in an environmentally sound, cost effective, efficient and safe manner while ensuring 100% regulatory compliance with law.

Purposes of the Authority (2012):

1. Planning, siting, permitting, developing, constructing, maintaining, managing and providing gate attendants for public disposal sites, transfer stations, and/or sanitary landfills, and planning for and securing the services of necessary non-disposal processing facilities or other options related to recovering discarded resources and processing those materials to increase their value;
2. Preparing, implementing, and providing related monitoring, reporting, updates and revisions for programs of a Regional Agency Integrated Waste Management Plan as required under the California Integrated Waste Management Act of 1989 as amended (California Public Resources Code commencing with section 40050), including programs related to used motor oil, oil filters, and household hazardous wastes and other materials and products banned from mixed waste disposal;
3. Defining and monitoring the service standards for collections of discards in the incorporated and unincorporated area of County and the ability to grant franchises for waste hauling and/or collection and processing of mixed recyclable materials, in its discretion; *(Recology Del Norte provides services under the Collections Franchise Agreement with the Authority)*
4. Exercising all setting and controls on maximum rates to be charged to the public for discard collections services, and solid waste and recycling services in Del Norte County, and other appropriate powers reasonably necessary to carry out the purpose of this Agreement, including securing disposal capacity for Del Norte County residents, agencies, and businesses as required under Public Resources Code sections 41701 and 41703;
5. Developing, adopting, and implementing Ordinances and programs to control and prosecute illegal dumping and blight in Del Norte County associated with solid waste accumulation and storage; and
6. Post-closure maintenance, monitoring, reporting and remediation related to the Crescent City Landfill as required by relevant Orders from the Regional Water Quality Control Board, North Coast Region, the California Department of Resources Recycling and Recovery (CalRecycle) the North Coast Air Quality Management District.

Del Norte Solid Waste Management Authority
Work Priorities Fiscal Year 2015 – 2016

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Legend for symbols used:

☞= Activity to be completed during FY 2015-2016
= Authority-adopted plan, contract or grant to comply with law
= Fiscal responsibility under guidance of Authority Treasurer
△= Draft submitted, awaiting agency response
⌧= Lower priority activity or only addressed as time and capacity allows
⊗ = Activity deferred by Authority Board action
✚ = Activity added or significantly increased since 2013
✓ = Activity completed for FY 2015-2016

Highlighted items had been deferred due to staffing shortages July 2013-December 2015, though these issues are anticipated to become more pressing in the coming years. Items with the ⌧ symbol are receiving inadequate to no attention for the same reason. Less urgent deferred items have been placed at end of document.

This Work Priorities list is a living document. Items may be added as needed due to further direction from the Authority Board, new legislation, regulation or agency action.

Last Updated: ***January 2016***

Mandated or Obligatory Ongoing or Future Activities:

1. Del Norte County Transfer Station (TS) Facilities and Operations

☞ Schedule appropriate staff to operate and maintain scale and gatehouse operations at the Del Norte County, Klamath and Gasquet transfer stations, including the daily accounting of receipts and transactions at each facility. (Ongoing)

✚☞ Work with Hambro/WSG and Rogue Valley Disposal (or some other regional landfill operator) to secure and/or negotiate future disposal capacity to meet Del Norte County's need and regulatory obligations. (The current contract for disposal capacity will expire in March 2028.)

✚☞ Inspect at least two transfer stations that have implemented repairs to their floors to determine the relative importance of product specifications, contractor experience, and procurement details prior to developing an invitation to bid or request for proposals to repair worn areas of the Del Norte County Transfer Station floor. (Repairs to be implemented during FY 16/17)

☞ Procure and manage Household Hazardous Waste (HHW) Collection Event contractor and use Permanent HHW Facility at the Transfer Station for annual HHW Collection Event, as well as daily recycling of used motor oil, oil filters, antifreeze, lead acid batteries, paints stains and varnishes, televisions and computer monitors, household batteries, household fats oils & greases, home generated sharps, and residential and commercial fluorescent tubes. (Ongoing. Next HHW Event: Sept. 10, 2016. Clean Harbors agreement expires: 12 August 2017)

☞ Submit necessary forms related to hazardous waste management to the California Department of Toxic Substances Control (DTSC), including form 303 and generator copies of hazardous waste manifests. (Annual)

☞ Prepare and submit hazardous waste business plan to the CERS database. (Annual)

☞ Submit reports as required by the California Department of Resources Recycling and Recovery (CalRecycle), including quarterly disposal reports, electronic annual reports, and reporting related to management of consumer electronic wastes, appliances, etc. (Annual)

☞☒ Regularly inspect, maintain and improve disposal and recycling facilities and services at the Klamath and Gasquet transfer stations. Both these facilities are without water or power and have security issues. (Ongoing).

☒ Work with Hambro/WSG to develop additional resource recovery options that can be integrated into TS operations at a cost which is less than disposal. (Ongoing)

☒ Work with Hambro/WSG and Recology Del Norte to assess and evaluate potential impacts associated with changes in Franchise solid waste, recyclables, and yard debris collection services on transfer station operations and revenues. (Ongoing)

☞ ✔ Coordinate with the County Department of weights and measures to calibrate and certify the accuracy of the scales used at the Del Norte County Transfer Station. Repair scales as necessary. (Annual; Repaired in January 2016)

☞ ✔ Establish a convenient location where commercial businesses and/or boat captains can recycle used oil from containers of up to 55 gallons. (Service started at the Del Norte County Transfer Station in December 2015)

✔ Non-Exposure Certification approved for Del Norte County Transfer Station to reduce the level of effort required to comply with the Industrial Stormwater Permit (July 2015).

✔ △ Prepare and submit documents as needed for the Del Norte County Transfer Station solid waste facility permit review every five years. Revise the Transfer Station Methods report and Transfer and Processing Report as necessary for new recovery activities and/or management of materials banned from disposal or requiring special handling, including mattresses. (Submitted in 2015; Ongoing)

☞ ☒ Prepare and submit the PCI compliance report to assure that measures are in place to protect customer credit and debit card information. (Annual, this deferral is costing ~$60/month)

2. Crescent City Landfill Post-Closure Maintenance

☞ Continue working with County staff to monitor gas wells, groundwater wells, surface water sampling points. Authority staff will continue to compile, summarize and analyze data as well as prepare and submit reports to the North Coast Regional Water Quality Control Board as required under Order 97-90. (Ongoing through 2035)

☞ Conduct and submit aerial survey of the landfill every five years to document any differential settlement. (Due in 2016; ongoing through 2035)

☞ Continue landfill facility maintenance. This includes semi-annual removal of deep-rooting plants and mowing of surface drainage structures, as well as fence, gate and well repair. Activities will also periodically include regrading, repair to slopes and

drainage structures to reduce ponding, as well as revegetating graded areas. (Ongoing through 2035)

☞△ Apply for reduction in the post-closure multiplier and prepare and submit annual estimate of the post-closure financial liability associated with the Crescent City Landfill to CalRecycle (Annual; ongoing through 2035)

✚☞✓ Work with RWQCB in the development and revision of Waste Discharge Requirements and Monitoring and Reporting Program to analyze water historical quality monitoring information with the intent of *reducing the expense* of water quality monitoring during the post-closure maintenance period, which extends until February 2036 (2016).

✚☞ Collect and analyze water samples from two new wells installed at the landfill to possibly demonstrate groundwater flow directions are such that water quality impacts associated with the landfill are unlikely to pose a threat to adjacent residential properties. Continue to engage in similar efforts in pursuit of a reduction in the Threat/Complexity rating for this facility, *resulting in a reduction to the annual permit fee* for the Waste Discharge Requirements issued by the North Coast Regional Water Quality Control Board (RWQCB). (2017)

✓ Secure the landfill by repairing fences, gates, barriers, posting 'no trespassing' signs and working with law enforcement and State parks to prevent non-authorized vehicle access to the landfill property. (Ongoing)

✓ Conduct and report on constituent of concern monitoring of landfill groundwater every five years. (Next due in August 2019; ongoing through 2035)

✔ △ Prepare and submit landfill gas heat capacity report and other documentation required by the North Coast Air Quality Management District (NCAQMD). The NCAQMD may impose additional requirements based on this report. (Submitted in 2013; ongoing through 2035)

✔ Consult and negotiate with RWQCB staff regarding eliminating stormwater monitoring requirements at the Crescent City Landfill. (Approved 2015)

⌧ Monitor development of laws and regulations pertaining to control of greenhouse and other landfill gas emissions. Research possible actions and funding sources as necessary and appropriate. (Ongoing)

3. Collections Franchise and Collections System Management

- Manage Franchise Collections contract with Recology Del Norte to ensure compliance with contract provisions and Service Standards, including drafting annual CPI-based rate adjustments and negotiating and drafting Change Orders for contractual changes. Coordinate with Recology Del Norte as needed. (Ongoing)

- Continue to promote workplace recyclables collections, the California Commercial Recycling Mandate (AB341) with Recology Del Norte, recycling coordinators, the recyclables collection contractor (currently GH Outreach) and processors like Julindra Recycling. (Ongoing, special report requested by CalRecycle in 2016)

- Coordinate collection events for Christmas trees, yard debris, household hazardous wastes and other items or materials as opportunities arise (Ongoing)

- Manage and direct use of the twenty Authority-directed bin pulls to support community cleanup activities. (Annual)

- Evaluate possible modifications to the Collections Franchise and/or appropriate ordinances to complement the services at the Del Norte County Transfer Station and to expand, provide incentives and document resource recovery. (Ongoing)

4. Reuse, Recycling, and Composting

- Continue, as a rural regional agency, planning, monitoring and reporting programs, activities, and progress on per capita and per employee waste reduction targets under California Integrated Waste Management Act of 1989, as amended, and as administered by the California Department of Resources, Recovery and Recycling (CalRecycle), including compliance with the California's Mandatory Commercial Recycling Law (AB341). (Ongoing)

- Continue to coordinate, enhance, and promote recycling of used oil, oil filters and antifreeze using grants from the State agency responsible for oil recycling. (Annual and ongoing)

- Continue to coordinate, enhance, and promote recycling of beverage containers using grants from the State agency responsible for beverage container recycling. (Annual and ongoing)

- Plan, coordinate, monitor and report on implementation of product stewardship programs for carpeting, thermostats, household batteries, paints and stains, and mattresses. (Mattress stewardship starts in 2016; Ongoing)

- Provide material support for County recycling collections through GH Outreach. (Ongoing)

- Provide backyard composting workshops periodically throughout the year. (Ongoing)

- ✔ △ Complete the five year review of the Regional Agency Integrated Waste Management Plan in coordination with the Del Norte Solid Waste Task Force. (submitted in 2014, next due by January 2020)

- ☒ Analyze, enhance, expand, develop and support one or more facilities capable of processing locally-generated organic materials for compost or energy production, in Del Norte or one of our adjacent counties. (Ongoing)

5. Education and Public Outreach

- Prepare outreach materials to promote program activities, events and services including print ads, radio ads, posters, public service announcements, handouts and flyers as well as collections billing inserts promoting waste reduction, reuse, repair, composting, hazard reduction, and proper disposal. (Ongoing)

- Promote the new mattress recovery services available through the Mattress Recycling Council. (Programs begin in 2016)

- Coordinate and support beach, river and neighborhood cleanup activities. (Ongoing)

- Promote waste prevention, reuse, composting and recycling through Youth and Family Fair and the Del Norte County Fair. (Annual)

- Provide support to the Del Norte Solid Waste Task Force to promote outreach and education, waste reduction, reuse, composting, recycling and related activities. (Quarterly and Ongoing)

- Continue to provide presentations to community groups and classrooms as requested. (Ongoing)

- Respond to telephone, fax, and e-mail requests for information and/or complaints regarding services and rates for Authority facilities, programs, and those of its contractors. Such inquiries may address materials such as hazardous materials, marine flares, outdated medicines, asbestos, and other materials requiring special handling. (Ongoing)

☞ Update website as needed and upload meeting agenda and minutes. (Ongoing)

☒ Work with the California Product Stewardship Council (CPSC) to promote and establish Extended Producer Responsibility and Take Back programs. (Ongoing)

☞ Advocate for legislative and regulatory initiatives extending producer responsibilities for end of life product management to reduce Authority costs for managing discards - especially hazardous materials, products or materials banned from disposal, as well as products or materials requiring special handling including marine flares, sharps, fluorescent tubes and household batteries. (Ongoing)

✚☒ Work with the Crescent City Harbor District, US Coast Guard, Del Norte County Sheriff's office, other local representatives and related state agencies to develop strategies to safely manage expired marine flares. (Ongoing)

6. Local Regulations, Ordinances, Plans and Enforcement

☒ Administer Code Enforcement and related Blight Abatement and Cleanup activities through the County's Code Enforcement Officer until such time as these functions are incorporated into relevant City and County Ordinances. (Ongoing)

✚☒ Work with County and City Building and Planning Departments to establish forms and processes for Materials Management Plans to be incorporated as appropriate for construction and demolition permits in Del Norte County. (Ongoing)

7. Public Meetings, Budgets, Funding and Fiscal Oversight

☞ Develop annual budgets, tracking and reporting expenditures and revenues accordingly. (Annual and ongoing)

☞ Prepare and distribute agendas, minutes, resolutions, ordinances, and related staff reports in compliance with public meeting laws and related agreements and by-laws. Respond to telephone, fax, and e-mail requests for information regarding Authority and Task Force agendas, meetings, minutes and actions. (Ongoing)

☞ 💰 Prepare and submit necessary reports related to post-employment retirement (OPEB) benefits and funding. (Annual)

☞ 💰 Prepare and submit necessary reports related to General Accounting Board Standards Board Statements Numbers 45 and 68. (Annual)

☞ 💰 Work with contractor to complete the annual agency audit report and respond

according to recommendations and Board direction. (Annual)

- Track charge customer accounts and payments, sending out monthly statements, assessing late charges, and referring past-due accounts to collections under adopted policies. (Ongoing)

- Solicit, negotiate and administer Del Norte Solid Waste Management Authority and Abandoned Vehicle Abatement Service Authority contracts as necessary. (Ongoing) (The Waste Authority Board also serves as Abandoned Vehicle Abatement Authority.)

- Develop partnerships with Del Norte County and Crescent City departments to efficiently deliver services. (Ongoing)

8. Personnel and Staffing

- Negotiate and adopt an updated Memorandum of Understanding with the Del Norte Solid Waste Management Authority Employees Association and update as needed. (Current agreement expires in March, 2016)

- Complete negotiations with DNSWMA Union and Mid-management employees for a Memorandum of Understanding with the Del Norte Solid Waste Management Authority Employees Association and update as needed. (Deferred since Sept 2013; Union agreement expires in March 2016)

- Recruiting and hiring a full complement of staff according to the adopted staffing chart, including hiring and training refuse site attendants and relief workers for the Del Norte County Transfer Station, as well as the Gasquet and Klamath container sites. (Ongoing)

- Training staff through regular meetings, workshops, in-service training, annual HAZWOPER (Hazardous Waste Operations) refreshers, educational and/or on-line courses and conferences. (Monthly staff safety meetings and Ongoing)

9. Other Responsibilities and Activities

- Provide collection and consolidation services as needed for public home-generated sharps drop-off points. (Ongoing)

- Work with the Del Norte County Small Business Development Center to prepare an application to have the North Coast Recycling Market Development Zone (including Humboldt and Del Norte Counties) redesignated as an enterprise zone promoting

recycling market development and development of recovery-based enterprises through technical assistance services and financing opportunities. (Redesignation application to be submitted in 2016)

☞ Responding to public, press, government agency and tribal agency requests for information and reports. (Ongoing)

☞⌧ Obtain and maintain equipment, signage, supplies and software for monitoring, reporting, scale management, servicing, outreach and collection event activities. (Ongoing)

⌧ Providing professional assessment and analysis of how other jurisdictions have addressed the issues and concerns identified by the Authority Board, including obtaining model requests for proposals, agreements and/or ordinances. (As needed)

Annual Testing and Reporting Calendar

	Date	January	Date	February	Date	March	Date	April	Date	May	Date	June
Order bottles				LF surface		Aerial Survey Setup						
TS Maintenance				Check fire and equipment								
LF Maintenance												Mow, Gopher control
LF Groundwater		Monthly Sampling										Spring Mow and Drainage
LF Surface water		Monthly Sampling				Monthly Sampling						
LF Leachate		Drainage / leachate inspection		Drainage / leachate inspection		Drainage / leachate inspection		Drainage / leachate inspection				
Gas Wells						Quarterly Testing						Quarterly Testing
Reports - RWQCB		1/15 Jan. Semi-Annual WQ & GW Tracker								Semi-annual Data Entry and Values Surface and Groundwater Data Entry and Analysis		
		Mayer Drainage Gas Gas				Annual Surface Monitoring Sub Mission 15		Monthly Discharge Jan - Mar				
LEA		Tonnage + Traffic + Operations + Complaints		Tonnage discount				Tonnage discount		Tonnage discount		Tonnage discount
CalRecycle		CalRecycle Jan Gas Disposal report + Station Report				CalRecycle Mar Gas Disposal Survey		CalRecycle Mar Gas Disposal Report + Station Report				CalRecycle June 9-44 Disposal Survey / LBG Grant Period Ends
Publications						Mayer Oil - Deadline for RWQCB Sub Insert						June 30 - Deadline for RWQCB Insert
Community Events		Tire recycling @ Hamburg		Rhino Stop Recycling				Klamath River Cleanup Earth Arts Festival Coastal Clean River Cleanup / Gaggle Girl Show				Annual School Supplies Auction

	Date	July	Date	August	Date	September	Date	October	Date	November	Date	December
Order bottles		Groundwater, surface						LF Surface				Groundwater, surface
TS Maintenance						Check drain systems, boom, oil / water separators						
LF Maintenance				Winter preparation		Calibrate meters, Order standard solutions		Complete winterization				
LF Groundwater				Monthly Sampling								
Surface water				Monthly Sampling						Monthly Sampling		
Leachate								Drainage / leachate inspection		Drainage / leachate inspection		Drainage / leachate inspection
Gas Wells						Quarterly Testing						Quarterly Testing
Reports - RWQCB		1/15 July - Semi-Annual WQ & GW Tracker						Mayer Discharge Jul - Sep				Review and Groundwater Data Entry and analysis
LEA		Tonnage + Traffic		Tonnage discount		Tonnage discount		Tonnage + Traffic		Tonnage discount		Tonnage discount
CalRecycle		10/1 CalRecycle ANNUAL REPORT		10/15 Annual Report due AG Signed		CalRecycle Sub Solid Disposal Survey		CalRecycle Annual Disposal Report - Station Report				CalRecycle Gas 5-44 Disposal Survey
		CalRecycle Annual Disposal Report + Station Report		Tonnage discount		Oil Center Inspections		HHW Form 2015				
		Oil Center Inspection Due by 7/31										
Publications				Aug 22 - RDR Inserts								Dec 15th Deadline for RDR Insert
Community Events		4th of July Fortune July		California County Fair Klamath Salmon Festival		School Supplies Auction Habitat Cleanup		Gas Cruise It's a Green Day Longmont Girl Scouts		Jamboree Everyone Nov 14, U.S. Nov 20		Thanksgiving @ Hamburg

Referenced Documents

CIWMB Permit 06-AA-006

RWQCB Monitoring and Reporting Program under Order 87-08

Crescent City Landfill Final Closure and Postclosure Maintenance Plan, Amendment 1

Landfill Closure Mitigation & Monitoring Program

Del Norte County Transfer Station Transfer & Processing Report, including the Stormwater Pollution Prevention Plan

Additional Responsibilities:

Aerial topographical mapping and report - January 2016

Negotiating additional landfill capacity: 2015

Conditions of Concern Monitoring Summer 2016

Last Updated: January 2016

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Deferred Discretionary Activities:

⊗ Submit application, fees, print forms and conduct training necessary to provide public scale services at the Del Norte County Transfer Station. (Pending, deferred at present)

☒ Work cooperatively with the Humboldt Waste Management Authority for regional promotion of waste prevention, reuse, repair, composting and recycling. (Ongoing)

☒ Provide timely analysis and/or recommendations for Board actions or letters regarding legislation and/or regulations which pertain to Authority activities or programs, including coordination with statewide groups such as the Environmental Services JPA of the Regional Council of Rural Counties or the California Resource Recovery Association. (Ongoing)

☒ Continue outreach and public-private partnerships in support of Extended Producer Responsibility, coordinated with the California Product Stewardship Council. (Ongoing)

☒ Apply for and administer additional competitive grants to support local and/or regional programs as opportunities arise. (Deferred)

☒ Monitor and report on Authority and County implementation of procurement policies promoting the procurement and use of reusable, recyclable, and recycled-content products.(Ongoing)

Deferred Activities associated with Resource Recovery Infrastructure and Recycling Market Development:

☒ Through the North Coast Cooperative for Recycling Infrastructure Development (Coop), support expansion of reuse, recycling, and compost processors and manufacturers in Del Norte and Humboldt counties to bolster regional markets for recovered materials. (Ongoing)

☒ Use the Coop as a forum for reducing overall program costs by sharing resources and personnel, or storing and consolidating recovered materials at public facilities as opportunities arise. (Ongoing)

☒ Develop a plan for the Resource Recovery Park property adjacent to the Del Norte County Transfer Station.

Del Norte Solid Waste Management Authority

1700 State Street, Crescent City, CA 95531
Phone (707) 465-1100 Fax (707) 465-1300
www.recycledelnorte.ca.gov

Staff Report

Date:	10 February 2016
To:	Commissioners of the Del Norte Solid Waste Management Authority
From:	Tedd Ward, M.S. – Director
File Number:	031501 – Authority Commissioners
Attachments:	Public Notice soliciting applications for appointment as Public Commissioner
File Number:	012104 – Authority Commissioners and Public Member
Topic:	**Process for selecting a new Public Commissioner for the Board of the Del Norte Solid Waste Management Authority**

Summary / Recommendation: That the Board take each of the following actions:

1. Select the process for nominating applicants for appointment as Public Commissioner for the Del Norte Solid Waste Management Authority.

   a. Staff Recommendation: Keep the process unchanged. Authority Commissioners interview applicants with standard questions at a regular or special Authority meeting. Applicants are sequestered prior to their interview, but may stay to observe interviews that follow theirs. Authority Commissioners nominate and select one applicant on the same day interviews are conducted. Until and unless the Joint Powers Authority agreement is modified, the selected Public Commissioner must still be approved annually by the City Council and the Board of Supervisors.

2. Set the date for considering applications and interviews for appointment as Public Commissioner to be at a **special meeting on Tuesday April 5th**, at 3:30 PM, and

Background: Each time the Public Commissioner position has been filled since 2012, the appointment process has included advertisement in the Triplicate, multiple applicants, and public interviews with standard questions at an Authority Board meeting prior to the appointing vote by the Authority Commissioners.

As directed by the Authority Chair, I published a notice in the Del Norte Triplicate starting on 09 February 2016 soliciting applications for appointment as Public Commissioner to the Authority for a term of two years. Applications are due by 5 PM on Thursday 25 February 2016.

6.2

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A Joint Powers Authority of the City of Crescent City and County of Del Norte & member, North Coast Recycling Market Development Zone

Analysis: Resolution 2014-04 specifies that the standard term for the Public Commissioner is 24 months.

Most recently, Dr. Angela Glore was appointed to the Authority Board in April 2015, and on 05 October 2015 she submitted her letter of resignation. At a special Authority meeting on 10 November 2015, the Authority selected Patricia Black to be Public Commissioner. Ms. Black was approved by the Crescent City Council on 16 November 2015. The Del Norte County Board of Supervisors, however, did not approve her appointment, with a vote of 2 in favor, 1 against, and 2 abstentions. This process did demonstrate the pitfalls and potential frustrations with the current appointment process, but did not result in a Public Commissioner appointment.

The following are alternative approaches to selecting the Public Commissioner.

Alternatives: **1. Alternative Selection Process: Allow the Crescent City County and Del Norte County Board of Supervisors to each nominate two applicants for Public Commissioner.** Those nominees would be the only ones considered for appointment as Public Commissioner at the Authority meeting. The advantage of this process is early engagement of the Charter members in the selection of the Public Commissioner, and it would not require a revision to the JPA.

This process would essentially require all applicants to potentially be subjected to at least three interviews: one at the City Council, one at the Board of Supervisors, and one at the Del Norte Solid Waste Management Authority. Another challenge of this process is that the City Council and Board of Supervisors are not necessarily familiar with the issues currently being addressed by the Authority Board, and so such interviews could be time consuming. If the appointed nominee was supported by at least three members of the City Council or Board of Supervisors, then further approvals from that body would not be needed in 2016. Based on recent history, however, it is worth noting that the Authority has no mechanism to compel any Charter member to comply with whatever process the Authority Board may select.

Until and unless the Joint Powers Authority agreement is modified, the Public Commissioner appointed under such a process would ***still*** have to be approved annually by the City Council and the Board of Supervisors following this selection process.

2. Modify the Authority Joint Powers Agreement (JPA) to modify the selection process for the Public Commissioner prior to selecting the next Public Commissioner. If the Authority Board believes there could be a more effective method for selecting the Public Commissioner, the Joint Powers Agreement may need to be revised. For example, if the Authority Board supports the concept of the City and County nominating two applicants for appointment as Public Commissioner, then perhaps separate annual approval by the City and County could be eliminated. To reduce the number of interviews, nominations, appointments, and approvals, the City and County could modify the JPA agreement accordingly before finalizing the selection of the Public Commissioner. As changing the JPA requires separate approval by the City Council of Crescent City and the Del Norte County Board of Supervisors, modifying the JPA prior to appointment of the Public Commissioner would delay the completion of this appointment. If the JPA was so revised, however, the number of nominating, appointment and approval meetings could be reduced.

Related Issues: The appointed Public Commissioner must be approved annually by both the Crescent City Council and the Del Norte County Board of Supervisors.

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Staff Report

Date:	10 February 2016
To:	Commissioners of the Del Norte Solid Waste Management Authority
From:	Tedd Ward, M.S. – Director
File Number:	101502 – Joint Powers Agreement
Attachment:	**First Amended Joint Powers Agreement between the City of Crescent City and the County of Del Norte Creating the Del Norte Solid Waste Management Authority**
Topic:	Potential Revisions to the 'First Amended Joint Powers Agreement between the City of Crescent City and the County of Del Norte creating the Del Norte Solid Waste Management Authority'

Summary / Recommendation: That the Board take the following action:
Direct staff to prepare and present a staff report to the Crescent City Council and the Del Norte County Board of Supervisors requesting advisory votes on what changes to the JPA each Charter member would likely support relating to the approval process for Ordinances, the Public Commissioner and the Authority's annual budget.

Background: At the Del Norte County Board of Supervisor's meeting of 26 January 2016, Supervisor Finigan requested that the Board of Supervisors be presented with options to reduce the occasions when the actions of the Authority Board are also subject to the approval by the Del Norte County Board of Supervisors and the Crescent City Council.

Under the '**First Amended Joint Powers Agreement between the City of Crescent City and the County of Del Norte Creating the Del Norte Solid Waste Management Authority**,' (First Amended JPA) the following actions by the Authority Board are subject to additional separate approval by the City Council and Board of Supervisors:

a. the Authority's annual budget (sections 7.B., 7.C. and 7.D.)

6.3

b. any Authority Ordinances must be approved by a majority vote of both the City Council and the Board of Supervisors before being adopted by the Authority Board (section 6.1), and

c. the Authority Public Commissioner serves a two year term, but must be approved annually by the City Council and Board of Supervisors. (section 3.1)

Under section 15 of the First Amended JPA, '***Whenever in this Agreement and consent or approval is required, the same shall not be unreasonably withheld.***' Any changes to the JPA agreement itself must also be approved by a majority of the City Council and the Board of Supervisors.

Analysis: The First Amended JPA was adopted following a year when the Authority Board was comprised of the entire City Council and the entire Board of Supervisors.

Comparing the Authority's First Amended JPA to the Third Amended Joint Powers Agreement for the Border Coast Regional Airport Authority (January 2012), the Airport budget is approved or ratified by each Participant that is contributing funds to the Airport Authority. The Airport Authority does not have the power to adopt Ordinances, though the Authority must do so to set the maximum rates to be charged by Recology Del Norte and at the transfer stations. The Authority also has ordinances related to illegal dumping, solid-waste related blight, and enforcement of the collections franchise. The Airport Authority has members approved by its member agencies, but does not have a process for those members being approved by other member agencies.

To facilitate the process and help determine what the respective intents of the City Council and Board of Supervisors, staff prepare and present a staff report requesting advisory votes on potential changes to the First Amended JPA, specifically asking each body which of each of the following options is preferred:

Approval	Current Process	Possible Revised Process
DNSWMA Budget	DNSWMA transmits draft budget in March or April. Comments (if any) in writing by May 15. DNSMWA posts public notice and adopts by June 30.	As the Authority does not receive funds from taxes, Del Norte County, or the City of Crescent City, DNSWMA budget would be subject only to approval by the Authority Board. Either the City or BOS could agendize a discussion and possible comment on the proposed Authority Budget during the first two weeks of May.
DNSWMA Ordinances	Ordinances must be approved by BOS and City Council before final adoption by DNSWMA Board.	No changes recommended. DNSWMA Ordinances should remain consistent and compatible with City and County codes.
Public Commissioner	Commissioner appointed by DNSWMA Board for 2 years subject to annual approval by BOS and City Council. Public member removed immediately if not approved.	Public Commissioner appointed for 2 years, not subject to approval or potential removal by City Council or BOS.

Alternatives: **1. Direct staff and legal counsel to draft specific recommended changes to the JPA and present those for possible approval to the City Council and Board of Supervisors.**

2. Direct staff to convene a special meeting of the City Council and Board of Supervisors to discuss and possibly revise the First Amended JPA.

Fiscal Impacts: **None, except as it relates to the allocation of staff time.**

DN CO AGMT #2012-089

FIRST AMENDED

JOINT POWERS AGREEMENT

BETWEEN THE CITY OF CRESCENT CITY

AND THE COUNTY OF DEL NORTE

CREATING

THE DEL NORTE SOLID WASTE

MANAGEMENT AUTHORITY

THIS AGREEMENT is made and effective on the last date executed below by and between the City of Crescent City, a municipality ("City"), and the County of Del Norte, a political subdivision of the State of California ("County"), (collectively referred to as "Parties" or "Charter Members") acting through their respective legislative bodies, concerning the following facts:

WHEREAS, each of the Parties to this Agreement is a "public agency" as this term is defined in Section 6500 of the Government Code of the State of California; and

WHEREAS, pursuant to Title 1, Division 7, Chapter 5, of the Government Code of the State of California, commonly known as the Joint Exercise of Powers Act, two or more public agencies may, by Agreement, jointly exercise any power common to the contracting Parties; and

WHEREAS, each of the Parties hereto has the power, in addition to other powers which are common to each of them, to site, develop, construct and operate sanitary landfills for the collection and disposal of garbage, trash and rubbish generated within each of the Parties' territorial boundaries; and

WHEREAS, the California Integrated Waste Management Act of 1989 ("Act") requires each of the Parties to prepare a source reduction and recycling plan which includes a landfill siting element; and

WHEREAS, the Parties have found that it is to their mutual advantage and benefit to work together and share costs to prepare a source reduction and recycling plan that meets the requirements of the Act; and

WHEREAS, the Parties find that it would be to their mutual advantage and benefit to work together and share costs to implement the recommendations of the Solid Waste Management Options Plan and the Liquid Waste Management Options Plan as well as any other options for waste disposal and waste handling, and

WHEREAS, it is the desire of the Parties to use any power that they have in common which is reasonably necessary and appropriate to aid in the accomplishment of these goals; and

WHEREAS, it is the intent of the Parties that other public agencies within the County that exercise the same common powers of DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY (DNSWMA) shared by the Parties may at a later date join the agency established by this Agreement as nonvoting public agency members by paying a pro rata share of the organization, development and other costs of expenditures of the agency, as determined by the agency board created herein; and as provided for by contract between DNSWMA and said participating nonvoting public agency member;

WHEREAS, except as this agreement relates to liquid waste disposal the DNSWMA shall not have any jurisdiction relating to City's waste water treatment, treatment facilities and sewer system and this jurisdiction is expressly reserved to City.

NOW, THEREFORE, based upon the mutual promises contained herein, the Parties hereby agree as follows:

1. Creation:

Pursuant to Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with § 6500), the Parties hereto hereby create a public agency, separate and apart from the Parties, to be known as the DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY ("DNSWMA"), which shall administer this Agreement.

1.1. Office. DNSWMA office is at 1700 State Street, Crescent City, California. The location of its principal office may be set from time to time by resolution of the governing board.

1.2. Liability. It is the intent of the parties, in entering this Agreement, that City and County shall not incur any increased monetary liability than it had prior to the effective date of this Agreement relating to the powers and duties transferred in this Agreement to DNSWMA - including, but not limited to, such duties that relate to the management and closure of the present Sanitary Landfill - and to any extent that this agreement imputes such liability, the agreement shall, to that extent, be void and have no operation or effect. The entry into this Agreement shall not impute any liability to City for any prior acts of County, its residents, businesses, agents, employees and franchisees; nor impute any liability to the County for any prior acts of the City, its residents, businesses, agents, employees and franchisees.

1.3. Contributions. In creating DNSWMA as a separate entity neither the City of Crescent City nor the County of Del Norte shall have any increased obligation to make any contributions, including any funds nor staff (except the two appointed commissioners), to assist DNSWMA in carrying out its functions. However the Charter Members may, in the sole and absolute discretion of each, contribute such funds as their respective legislative bodies deem appropriate and expedient in their budgetary processes. Notwithstanding the foregoing, the County and City shall immediately turn over to DNSWMA's treasurer all unexpended funds earmarked for the functions of DNSWMA now held and subsequently received by County and City. This includes funds received from the "Solid Waste Benefit Assessment" and any funds that may be received from a sales tax initiative now pending before the electorate.

1.3.1. Additional Funding. Upon the request or approval of DNSWMA, any Party hereto may make payments, advances or contributions to DNSWMA

from its treasury for all purposes set forth herein, and upon request or approval of DNSWMA, may contribute funds, personnel, equipment or property, in lieu of other contributions or advances, to assist in the accomplishment of one or more of such purposes. All such payments, advances or contributions, whether in cash or in kind, shall be made to and may be disbursed or used by the agency herein created. The terms of any advance, payment or contributions and any repayment thereof shall be as mutually agreed upon between the contributor and DNSWMA.

1.3.2. Repayment or Return of Contributions. Repayment or return to any contributing Party of all or part of any payment, advances or contributions in cash or in kind may be authorized by the Commission from revenues produced from the operation of the agency or from the proceeds of the issuance of bonds or other evidences of indebtedness by the agency. Repayment or return of contributions shall be made on a pro rata basis at the time specified by the Commission in conformity with Government Code Section 6512.1.

1.4. Debts. None of the debts, liabilities or obligations of DNSWMA shall be the debts, liabilities or obligations of any of the Charter Members unless assumed in each particular case by resolution of the governing body of the Party to be charged.

15. Accountability: DNSWMA shall be held strictly accountable for all funds and shall make an annual report to all Parties to this Agreement of all receipts and disbursements, all according to Section 6505 of the Government Code and other applicable statutes, using established accounting practices.

1.6. Boundaries. The jurisdiction of DNSWMA shall encompass all the incorporated and unincorporated territory within the geographical boundaries of the County of Del Norte, State of California.

1.7. Affirmative action. DNSWMA shall follow the mandate of Government Code § 6522 relating to minority and women participation goals.

1.8 Claims. All claims and actions for money or damages against DNSWMA and its officers and employees are governed by Division 3.6 (commencing with section 810) of Title I of the government Code of the State of California. DNSWMA shall be deemed a "public entity" within the meaning of Division 3.6 of Title I of said code.

1.9. Interests in contracts. The provisions of Article 4 (commencing with section 1090), Article 4.5 (commencing with § 1100) and Article 4.6 (commencing with § 1120), Chapter 1, Division 4, Title 1, of the Government Code of the State of California prohibiting certain financial interests in public contracts shall apply to the officers, directors and employees of DNSWMA.

1.10. Enforcement. DNSWMA is hereby authorized to take any or all legal actions necessary and permitted to enforce this Agreement.

1.11. Assignment of franchises. Effective immediately, the Charter Members, in entering this Agreement hereby consent to the assignment, and do hereby assign, all right, title and interest in each entity's franchise. The Charter Members shall adopt such ordinances or resolutions necessary to effectuate this intent. With this assignment the right to receive franchise fees shall pass to DNSWMA from the Charter Members.

1.12. Organizational expenses. DNSWMA shall reimburse the Charter Members for all costs and expenses, including staff time and attorney's fees, incurred by them in its organization.

2. Purpose:

The purpose of this Agreement is for the:

A) Planning, siting, permitting, developing, constructing, maintaining, managing and providing gate attendants for public disposal sites, transfer stations, and/or sanitary landfills, and planning for and securing the services of necessary non-disposal processing facilities or other options related to recovering discarded resources and processing those materials to increase their value;

B) Preparing, implementing, and providing related monitoring, reporting, updates and revisions for programs of a Regional Agency Integrated Waste Management Plan as required under the California Integrated Waste Management Act of 1989 as amended (California Public Resources Code commencing with section 40050), including programs related to used motor oil, oil filters, and household hazardous wastes and other materials and products banned from mixed waste disposal;

C) Defining and monitoring the service standards for collections of discards in the incorporated and unincorporated area of County and the ability to grant franchises for waste hauling and/or collection and processing of mixed recyclable materials, in its discretion;

D) Exercising all setting and controls on maximum rates to be charged to the public for discard collections services, and solid waste and recycling services in Del Norte County, and other appropriate powers reasonably necessary to carry out the purpose of this Agreement, including securing disposal capacity for Del Norte County residents, agencies, and businesses as required under Public Resources Code sections 41701 and 41703;

E) Developing, securing adoption, and implementing Ordinances and programs to control and prosecute illegal dumping and blight in Del Norte County associated with solid waste accumulation and storage; and

F) Post-closure maintenance, monitoring, reporting and remediation related to the Crescent City Landfill as required by relevant Orders from the Regional

Water Quality Control Board, North Coast Region, the California Department of Resources Recycling and Recovery (CalRecycle) and the North Coast Air Quality Management District.

3. Composition of the Commission:

3.1. Voting Commissioners: DNSWMA shall be administered by a governing board of five (5) voting members composed of two elected members of the legislative body of the City of Crescent City duly appointed to the governing board by City's City Council; two elected members of the Board of Supervisors of the County of Del Norte duly appointed to the governing board by County's Board of Supervisors; and a fifth member chosen by the four appointed members, whose appointment shall require approval from the City Council and the Board of Supervisors on an annual basis. At the option of the four appointed members, they may select an alternate for the fifth member. No Party's representative to the commission shall cease to have a representative on the commission if that Party terminates its participation in this Agreement. The governing Board shall be called the "GOVERNING BOARD OF THE DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY" and each member will be called a "Commissioner." Each of the four commissioners appointed by the entities forming this authority shall cease to be a member of the governing board when he ceases to hold office on the governing body of the public agency that appointed him. Vacancies of a voting member of the governing board shall be filled by the respective appointing parties. Any member of the governing board of DNSWMA may be removed at any time in the same manner that the commissioner was appointed. In addition, each Party to this Agreement shall designate one or more alternates, who shall have the power to vote in the place and stead of the designated representative, or representatives, in his/her absence. Each Party shall file with the Authority a certified copy of the minutes of the meeting or resolution reflecting the appointment of such representative or alternate(s) provided each alternate is an elected member of the legislative body of each party.

The commissioners appointed by the Charter Members shall take office immediately upon execution their appointment.

The voting commissioners shall be reimbursed for reasonable and necessary expenses incurred in the performance of their duties as provided in the bylaws.

3.2. Nonvoting Public Agency Members: Public agencies that jointly exercise any power common to DNSWMA ("Associate Members"), other than the Parties hereto, may be granted the status of a nonvoting public agency member of DNSWMA by the Commission. If any "public agency," as such term is defined in Section 6500 of the Government Code of the State of California, desires to participate, as a nonvoting member, it may do so by separate agreement with

DNSWMA then and payment to DNSWMA of a pro rata share of organization, planning and other costs and charges as determined by the Commission to be appropriate. Any reimbursement for expenses of the nonvoting commissioners shall be as provided in the bylaws. Each nonvoting commissioner shall serve at the pleasure of the governing board and at the pleasure of the entity that appointed the member. Vacancies shall be filled by the Associate Member.

No person while serving as a Commissioner voting or nonvoting shall be eligible to be appointed to any salaried office or employment of DNSWMA nor shall become eligible for such appointment within one year after he has ceased to be a member of the governing board.

3.3. Fiscal year. The fiscal year of DNSWMA shall begin on July 1 and shall end on June 30th of each successive year.

3.4. Budget. The governing board shall adopt an annual budget not later than June 30 .

4. Organization of the Commission:

4.1. Officers: The governing board shall elect a chairman, a vice chairman, and such other officers as the Commission shall find appropriate, to serve the Commission for a term of one year unless sooner terminated at the pleasure of the governing board and their non-statutory duties shall be as provided in the bylaws or from time to time set by resolution of DNSWMA.

4.2. Employees. The governing board shall have the power to appoint and employ and determine the compensation of such officers, employees, consultants, advisers and independent contractors as may be necessary for the purposes hereof. DNSWMA staff, other than employees of a party performing services for DNSWMA, shall be hired, promoted, disciplined or terminated and shall have such rights of employment as the Commission shall determine subject to any applicable provisions of federal or state law. Nothing herein contained shall be construed as making DNSWMA a department of County or City or as placing any of the officers, counsel, personnel, or employee of DNSWMA under any form of specially protected employment right or status.

4.3. Bonding. From time to time, the governing board shall designate the public officers or persons, in addition to the Treasurer/Controller, having charge of handling or having access to any property of DNSWMA, and the respective amounts of the official bonds of such persons.

4.5. Indemnification. DNSWMA commissioners, employees, and officers shall be entitled to indemnity, to the fullest extent allowed by law, from the DNSWMA for any legal liability arising from the good faith performance of their

duties for the DNSWMA and for such liability incurred as a result of their position with the DNSWMA.

5. Meetings:

5.1. Brown Act: The Commission shall provide for regular meetings and special meetings according to the Ralph M. Brown Act, Chapter 9, Part 1, Division 2, title 5, of the Government Code beginning with Section 54950, or according to such other regulations as the legislature may hereafter provide.

5.2. Quorum. Three members of the governing board shall constitute a quorum for the transaction of business; provided that any affirmative vote shall require at the presence of at least one commissioner appointed by each of the Charter Members, except that none of the terms and conditions set forth in this Agreement, nor any of the procedures expressly provided for herein, may be altered, changed, or amended by such a vote, or by any means, except by written amendment to this Agreement executed by all Parties hereto and ratified by each Party's legislative body.

5.3. Rules. The governing board may adopt, from time to time, such rules and regulations for the conduct of its meetings and affairs as are necessary for the purposes hereof.

5.4. Regular meetings. The governing board shall, in its bylaws, provide for the frequency of its regular meetings.

6. Powers and Functions:

6.1. General Powers: DNSWMA shall have any and all powers authorized by law to all of the Parties hereto, and separately to the Agency herein created, relating to the acquisition, siting, licensing, construction, financing, disposition, use, operation and maintenance of solid waste handling facilities, disposal sites, disposal contracts and franchise, and/or sanitary landfills for the disposal or recycling of garbage, hazardous waste, rubbish and trash generated within the boundaries of such Parties, and preparation of and implementation of solid waste management plans that meet all the requirements of the applicable regulatory agencies. Such powers shall include the common powers specified in this Agreement and may be exercised in the manner and according to the method provided in this Agreement. All powers common to the Parties are specified as powers of DNSWMA. DNSWMA is hereby authorized to do all acts necessary for the exercise of such powers, including, but not limited to, any or all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, provide for maintenance and operation, or maintain and operate, any buildings, works

or improvements, to acquire, hold or dispose of real and personal property wherever located, or any interest therein, by deed, purchase, lease, contract, gift, devise, or otherwise; to invest; to finance or loan; to issue revenue bonds: to levy taxes; to incur debts, liabilities or obligations (provided no debt shall constitute a debt, liability or obligation of the Charter Members); to receive gifts, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporation and any governmental entity; and to sue and be sued in its own name and bring any action to determine the validity of a contract (California Code of Civil Procedure §860); to apply for, accept, receive and disburse grants, loans and other financial assistance from any agency of the United States government or the State of California, or form any other public agency or from other sources, public and private, and expend such funds for the purposes set out in this Agreement; to obtain insurance; to make rules, ordinances, resolutions, and procedural regulations; generally to do any and all things necessary or convenient to provide reasonable options for the disposal of garbage, liquid waste, rubbish and refuse including the recycling of the same. Any ordinances of the governing board of DNSWMA must be approved by a majority vote of both the City Council and the Board of Supervisors before the ordinance may be adopted.

6.2. Specific powers: Without limiting the foregoing generality, DNSWMA may:

A. Acquire and dispose of all kinds of property and utilize the power of eminent domain, except that the power of eminent domain may not be exercised within the territorial limits of any Party without the consent of said Party;

B. As a separate public entity, issue or cause to be issued bonded and other indebtedness, and pledge any property or revenue as security to the extent permitted by law under Article 2, Chapter 5, Division 7, Title 1 (commencing with Section 6540) of the Government Code or otherwise including, but not limited to, bonds or other evidences of indebtedness of a nonprofit corporation issued on behalf of DNSWMA or its Charter and Associate Members, and to provide for the repayment thereof;

C. Issue equipment trust certificates pursuant to Government Code § 6518 and issue revenue bonds per § 6546.6;

D. Obtain in its own name all necessary permits and licenses, opinions and rulings;

E. Whenever necessary to facilitate the exercise of its powers, form and administer nonprofit corporations to do any part of what DNSWMA could do, or to perform any proper corporate functions, and enter into agreements with such a corporation;

6.3. Reservation by Charter Members. The City of Crescent City and the County of Del Norte each reserve the joint power to approve amendments to this Agreement.

6.4. Methodology. Pursuant to California Government Code sections 6503 and 6509, and except as otherwise provided in this agreement or the law governing joint powers agencies, DNSWMA shall exercise its powers in the manner in which the City of Crescent City is authorized to exercise its powers, and the DNSWMA shall be subject to the restrictions on the manner of exercise of those powers that would be applicable to the City of Crescent City.

7. Budget Process/Funding:

It is the intent of this Agreement that each Party shall jointly approve the DNSWMA's proposed budget for each fiscal year's operation of DNSWMA, in the following manner, namely:

A. DNSWMA shall once each year, during the months of March and April, prepare a proposed budget for the ensuing year.

B. After preparation of the budget, DNSWMA shall transmit a copy of the proposed budget to each Charter Member. Each Party shall promptly review the proposed budget.

C. In the event any Party has specific comments, objections, additions or deletions to the proposed budget for the forthcoming fiscal year, that Party shall notify DNSWMA of it in writing on or before the 15th day of May of each year. A failure to respond by the 15th day of May shall be treated as a Party's approval of the proposed budget.

D. In the event a Party does not agree with the proposed budget, the Commission shall notify that Party of the time and place of the DNSWMA hearings and it shall be incumbent upon said Party to be present at such hearings so that a resolution of the matter can be reached. The Party's failure to attend such hearing shall be treated as approval of the proposed budget.

E. After submission of the final budget the governing board shall fix a time and place for hearing by the governing board thereon. The notice shall be in conformity with Government Code §§ 6060 and 6061 and shall be mailed to each Charter Member.

F. At the budget hearing the governing board may increase or decrease any item in the budget estimate and may delete any item therefrom or add any new item thereto.

G. Not later than June 30 of each year the Commission shall adopt the final budget. The several items of the adopted budget shall be deemed appropriated for the ensuing fiscal year in the amounts and for the purposed specified in the adopted budget.

In addition to the biannual audits required by Government Code Section 6505, special audits may be called for and paid for by the Commission at any time.

The governing board of the DNSWMA shall require at least annual audits through fiscal year 1997-98. Thereafter, the governing board by unanimous vote of all commissioners may authorize that audits be performed at least bi-annually.

8. Termination:

8.1 Term. This Agreement shall be dated the date of the last execution of by the Charter Members and shall be effective on the date thereof and shall continue until rescinded or terminated.

8.2. Unilateral withdrawal. The Agreement between the Parties shall remain in effect as to any Party, unless and until it is terminated as to such Party by notice in writing to all other Parties given by the withdrawing Party at least one hundred eighty (180) days in advance of the effective date of such termination; provided that such termination by and as to any Party shall not terminate this Agreement (so long as there are Associate Members to DNSWMA) as to the remaining parties or the existence of the DNSWMA, or the Commission, herein created. The jurisdiction of DNSWMA over the territorial area of the withdrawing party shall be extinguished upon the effective date of said withdrawal. The debts, liabilities and assets of DNSWMA shall remain the property and obligation of DNSWMA and the withdrawing Charter Member shall have no interest in, nor obligation relating to, DNSWMA's assets and liabilities. No withdrawal shall be effective until the withdrawing party has paid all contributions to DNSWMA that said withdrawing party has legally and nonrevocably committed.

8.3. Mutual termination. Should both Charter Members agree to dissolution of the DNSWMA as a legal entity, all debts of and advances of DNSWMA shall be paid, and then the property of DNSWMA, whether real or personal, shall be divided among and distributed to all of the Parties who at any time during the existence of DNSWMA were Parties to this Agreement in proportion to the costs borne by each such Party to the DNSWMA during its legal existence by unreimbursed contributions made pursuant to this Agreement.

8.4. Upon withdrawal or dissolution of DNSWMA, those withdrawing Members shall have the option to succeed as franchiser to any existing DNSWMA franchise for that portion of the franchise operative within their respective jurisdictional boundaries for the remaining term of the franchise.

8.5. Whenever possible, DNSWMA shall include in all contracts, franchises, and grants, the performance of which are not reasonably expected to be completed within one year of execution, a provision allowing the assignment, upon dissolution, of DNSWMA'S interest to the City, County or both as appropriate.

8.6. During the 1997-98 fiscal year, DNSWMA shall conduct a Waste Generation, Characterization and Market data collection study in compliance with guidelines approved by the California Integrated Waste Management Board. The study shall also be fashioned so that the data is segregated between the incorporated and unincorporated areas of Del Norte County. DNSWMA shall ensure that its Franchisees, and other data collectors, shall be aware of the jurisdictional boundaries of the Charter Members and that adequate proof of residence is required from the customers of the Franchisee/other data collectors. Upon the completion of this study either Charter Member may elect to have its staff meet with the staff of the other Charter Member to determine if this JPA should be amended to require DNSWMA to conduct further studies to ensure that, in the event of dissolution or abolishment, the Charter Members shall individually have data readily available for the Charter Members' separate reports and plans for the consideration of other government agencies. In the event either Charter Member gives Notice of Withdrawal of its participation in the DNSWMA, each Charter Member may appoint agents to work with the staff of DNSWMA to collect data for operations and reporting following dissolution. DNSWMA shall fully cooperate with the Charter Members' agents. Following dissolution, the Charter Members shall cooperate with the other to allow access to DNSWMA records.

9. Insurance:

The Commission of DNSWMA is authorized to and shall procure general comprehensive liability and other insurance by such means and in such amounts as it deems advisable to protect the DNSWMA and each of the Parties hereto, charging the cost thereof to the operating costs of the DNSWMA.

10. Immunity:

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents or employees of any such public agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them in the same degree and extent while engaged in the performance of any of their functions or duties extraterritorially under the provision of Article 1 of Chapter

5, Division 7 of Title 1 of the Government Code of the State of California and as provided by law.

11. Breach:

In the event that any Party to this Agreement should at any time claim that another Party has in any way breached or is breaching this Agreement, the complaining Party shall file with the governing body of the other Party, and with the Commission, a written claim of said breach, describing the alleged breach and otherwise giving full information respecting the same. The Commission shall thereupon, at a reasonable time and place, specified by it, give all Parties full opportunity to be heard on the matter, and shall, upon conclusion of said hearings, give the legislative or governing bodies of all Parties a full report of its findings and recommendations. The report, findings, and recommendations shall be deemed advisory only, shall not in any way bind any of the Parties hereto, and shall not be deemed to establish any facts, either presumptively or finally. Upon receipt of the report and recommendations, if any Party should be dissatisfied with or disagree with the same, the legislative or governing bodies of the Parties in disagreement shall jointly meet with each other at a reasonable time and place to be determined by them, to resolve their differences. No action for breach of this Agreement, and no action for any legal relief because of any such breach or alleged breach of this Agreement, shall be filed or commenced, and nothing shall be done to any Party to rescind or terminate this Agreement, except as provided in this Agreement, unless and until such Party has first given to the other Parties a reasonable time, after the conclusion of said joint meeting of the legislative or governing bodies that have met to resolve their differences, within which to cure any breach or alleged breach.

12. Severability:

It is hereby declared to be the intention of the signatories to this Agreement that the paragraphs, sentences, clauses and phrases of this Agreement are severable, and if any phrase, clause, sentence, or paragraph of this Agreement shall be declared unconstitutional or invalid for any reason by a valid judgment or decree of a Court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining paragraphs, clauses, phrases, and sentences of this Agreement.

13. Notices:

All notices required or given pursuant to this Agreement shall be deemed properly served when deposited, postage prepaid, in the United States mail, addressed to each Party at the address indicated on this agreement adjacent to the signature line of each Party.

14. Duplicate Originals:

This Agreement can be executed in one or more duplicate originals, each bearing the original signatures of the parties, and when so executed each duplicate original shall be deemed an original of the Agreement admissible in court as evidence of the terms of the Agreement.

15. Consent:

Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

16. Regional Agency for Diversion Goals:

16.1. DNSWMA shall be a Regional Agency charged with implementing Part 2 (commencing with section 40900) of Division 30 in the Public Resources Code having to do with integrated waste management diversion goals. The formation of a Regional Agency is for purposes of joint achievement of the diversion goals of the City of Crescent City and County of Del Norte.

16.2. DNSWMA shall be responsible for the payment of any civil penalties imposed against DNSWMA or any Member pursuant to Public Resources Code sections 41813 and 41850.

16.3. In the event DNSWMA is dissolved and any civil penalties imposed pursuant to Public Resources Code sections 41813 and 41850 are then left unpaid, payment shall be as follows:

16.3(a) Any penalties assessed against DNSWMA resulting from a Member's failure to perform acts required under this agreement or the law shall be paid by that Member.

16.3(b) Any penalties assessed against DNSWMA resulting from DNSWMA'S failure to perform shall be paid pro rata by City and County. The City's share of the total liability for such fines shall be equal to the percentage of the County's total population living within the City Limits at the time the fines are imposed, and the County shall be responsible for the remainder of any such civil fines.

16.4. In the event that DNSWMA is abolished or dissolved, each Member shall be responsible for complying with the requirements of Part 2 (commencing with section 40900) of Division 30 of the Public Resources Code and all regulations adopted under that legislation within its respective jurisdictional boundaries in accordance with the programs set forth in the Authority's plans submitted and approved by the CIWMB. Those plans include "The County of

Del Norte and City of Crescent City Source Reduction and Recycling Element," dated October 1992 and as updated from time to time, which SRRE is hereby incorporated by reference.

16.5. DNSWMA shall be responsible for compliance with Article 1 (commencing with section 41780) of Chapter 6 of Part 2 of Division 30 of the Public Resources Code. City and County shall each cooperate with and exercise in good faith to do all things reasonably necessary to allow DNSWMA to ensure compliance by the Authority, City, and County.

16.6. DNSWMA shall implement and operate the source reduction, recycling, and composting programs set forth in "The County of Del Norte and City of Crescent City Source Reduction and Recycling Element," dated October 1992, and as may be updated from time to time, which SRRE is incorporated herein by reference.

16.7. Nothing in this Article shall be construed to expand or limit the Members' existing duties, responsibilities, obligations, or rights relating to the County-owned sanitary landfill located outside the jurisdictional boundaries of the City.

[signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates written below.

CITY OF CRESCENT CITY

By: _____ Date: 1-2-13
RICK HOLLEY, MAYOR PRO TEM

Attest:
_____
Robin Patch, City Clerk

COUNTY OF DEL NORTE

By: _____ Date: 7-24-12
Mike Sullivan, Chairperson
Board of Supervisors

Attest:
_____
Jeremi Ruiz, Clerk
Board of Supervisors

Del Norte Solid Waste Management Authority

1700 State Street, Crescent City, CA 95531
Phone (707) 465-1100 Fax (707) 465-1300
www.recycledelnorte.ca.gov

Staff Report

Date:	**10 February 2016**
To:	**Commissioners of the Del Norte Solid Waste Management Authority**
From:	**Tedd Ward, M.S. – Director**
Attachments:	**1. Criteria and Policy for the allocation of Authority directed Complimentary bin pulls** **2. E-mail request from Liisa Schmoele, US Department of Fish and Wildlife**
File Numbers:	**031205, 180510**
Topic:	**Authority-directed bin pulls**

Summary / Recommendation: That the Board approve use of two Authority-directed bin pulls to support the agencies and volunteers coordinating a cleanup at Pacific Shores on March 19th, as requested by Liisa Schmoele of the US Department of Fish and Wildlife.

Background: Under the Collections Franchise Agreement with Recology Del Norte, the Authority may direct up to twenty complimentary bin pulls per calendar year. Thus far, the Authority has not approved any Authority-authorized bin pulls for 2016. Last December, the Authority had five unallocated bin pulls which were used to reduce operations expenses at the Gasquet and Klamath transfer stations.

Analysis: Last year, the Authority Board supported a similar Pacific Shores cleanup with one bin pull. This year, organizers are requesting two bins. Liisa Schmoele reports that this effort will include staff and equipment from the US Fish and Wildlife Service, the California Department of Fish and Wildlife, the Sequoia Park Zoo, and several groups who have helped coordinate volunteers. No grants are supporting this effort.

Alternatives: The Board could deny this request.

Related Issues: To have all disposal fees waived, a similar request must be approved by Hambro/WSG to waive their portion of disposal fees.

6.4

A Joint Powers Authority of
the City of Crescent City and County of Del Norte
& member, North Coast Recycling Market Development Zone

Printed on minimum 30% post-consumer
100% recycled paper

Criteria and Policy for the allocation of Authority-directed Complimentary bin pulls

Adopted: 09 July 2014 Files: **031205, 180510**

1. Assets subject to this policy

The Del Norte Solid Waste Management Authority, as the public agency responsible for oversight of the collections franchise with Recology Del Norte, may direct the deployment of up to twenty (20) bin pulls of up to 40 cubic yards during each calendar year, as described in the Franchise Collections Agreement with Recology Del Norte, Exhibit B2, section C.3. In addition, the Authority may also designate any number of Authority-directed Pull-charge bin services, for which the bin charge will be for 'Collection, hauling, and unloading bins as directed' charge rather than the fee for hauling and disposal of a specific size bin. In all of these cases, the charges for disposal will be assessed and paid ***unless Hambro/WSG agrees to waive their fees***, which they may or may not do on a case-by-case basis. The following Criteria and Policy are intended to clarify how such allocations may be considered and determined.

Policy: **The Authority Board will allocate bin pulls according to the criteria listed below based on written requests and recommendations presented at regular Authority Board meetings.**

Criteria: The following criteria shall be considered and/or discussed when the Authority takes action directing complimentary or directed bin pulls:

- **Beach, river, and community cleanup events to which the public is invited**
- **Cleanup activities on public property as the highest priority**
- **Support of high-profile community events open to the public that include both disposal and recycling, and/or related outreach activities**
- **Coordinated cleanup activities on prioritized private properties that have been designated by the City, County, or other public agency as blighted with accumulated solid waste**
- **Coordinated neighborhood cleanup events in cases where a specific written request is presented for the Authority Board's consideration**
- **Activities that have great potential to reduce solid-waste-related blight, reduce illegal disposal of solid or hazardous wastes, or increase recycling or composting**
- **The ability for the requesting party to pay for disposal and maintain security and supervision for each bin**
- **The remaining number of bins to be allocated each year**

As these bins are allocated by calendar year, Authority Staff are to present the remaining number of complimentary bin pulls remaining at the regular Authority Board meeting in September or October of each year.

Tedd Ward

From: Schmoele, Liisa <liisa_schmoele@fws.gov>
Sent: Thursday, January 28, 2016 4:38 PM
To: wwhite@cresdek.com; tedd@recycledelnorte.ca.gov; lpoole@recology.com
Cc: Sandra E Jerabek; Chris Damiani; Susie Tharratt; Frank Kemp
Subject: Request for waste bin fee waiver on March 19 for volunteer cleanup day

Dear Mr. Ward, Mr. White, Ms. Poole, and the Board of the Del Norte Solid Waste Management Authority -

Last year, Recology Del Norte, Hambro/WSG, and Del Norte Solid Waste Management Authority graciously waived waste disposal, bin rental, and pick-up/delivery fees for our annual invasive plant removal and garbage pick-up event at Pacific Shores. I am writing to ask if it is possible to have those fees waived once again this year.

The Sequoia Park Zoo, Tolowa Dune Stewards, California Department of Fish and Wildlife, and the U.S. Fish and Wildlife Service are organizing a citizen volunteer effort to remove invasive Scotch broom and garbage from publicly-owned lots in the Pacific Shores subdivision on Saturday, March 19. This will be our third year doing so! In 2014, we filled a 20-CY bin with Scotch broom and trash, and in 2015, 28 volunteers filled a 40-CY bin. This year, we are requesting the use of two 30-CY bins. We are expecting a similar number of volunteers from Del Norte, Curry, and Humboldt Counties and if they're as hard-working as last year, we'll likely fill both bins.

Would it be possible to have the bins dropped off and picked up on March 19? This would decrease the chance of illegal dumping in the bins and also keep them from filling up with rain water.

This effort will benefit the natural resources in the Pacific Shores-Lake Earl-Tolowa Dunes area, by helping manage an invasive plant that highly degrades coastal dune systems, such as the one that includes Pacific Shores. The trash removal will also serve a public benefit. This effort will complement and enhance the ongoing restoration work as part of the mitigation for the BCRAA/Crescent City Airport Runway Safety Project. Finally, it is an opportunity for the local and regional public to help protect and learn more about the natural and other attractions of the area.

Thank you very much for your consideration, and please feel free to contact me by phone or email with any questions.

Sincerely,