

**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 April 19, 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 dnswwa@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 March 15, 2016. **
- 1.2 Approve minutes, Special Session, Tuesday, April 5th, 2016. **
- 1.3 Approve sending a letter to the North Coast Regional Water Quality Control Board confirming that Authority facilities are exempt from the requirements of General Order WQ2-15-0121-DWQ regarding composting facilities. **
- 1.4 Approve Change Order 1 with enAble, Inc. for additional report conversions for an additional amount of \$915.00 **
- 1.5 Approve Director's requests for vacation for the following periods:
 May 25 – 31, 2016; July 01 - 10, 2016; August 18 – September 5, 2016

- 1.6 Approve request from the 41st Agricultural Association that the Authority sponsor Family Day at the 2016 Del Norte County Fair for \$2,000.00 **
- 1.7 Approve budget transfer in the amount of \$702.00 **

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 February 2015 **
- 2.3 Claims approved by Director for March 2016 **
- 2.4 Monthly Cash and Charge Reports for March 2016 **
- 2.5 Earned Revenue Comparisons between FY14/15 and FY15/16 **

DISCUSSION/ACTION ITEMS

3. LANDFILL POSTCLOSURE

- 3.1 Report on site security and efforts to reduce off-road vehicle access to the Crescent City Landfill.

4. COLLECTIONS FRANCHISE – No Items

5. TRANSFER STATION

- 5.1 Discussion and possible action regarding letters from Hambro/WSG and Dry Creek Landfill regarding negotiations for extension of the transfer station operations and landfill disposal agreements, respectively. **

6. OTHER GENERAL SOLID WASTE AUTHORITY MATTERS

- 6.1 Discussion and possible action regarding the draft Authority budget for FY 16/17. **
- 6.2 Discussion and possible action regarding the Second Amended Joint Powers Agreement between the City of Crescent City and the County of Del Norte Creating the Del Norte Solid Waste Management Authority. **

7. ADJOURNMENT

Adjourn to the next Special Meeting of the Del Norte Solid Waste Management Authority scheduled for 3:30 P.M., May 17, 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**

MINUTES

Regular Session, Tuesday March 15, 2016, 3:30 PM

PRESENT: Commissioner Ron Gastineau, Secretary
Commissioner Chris Howard
Commissioner Blake Inscore, Vice Chair
Commissioner Martha McClure, Chair
Director Tedd Ward
Legal Counsel Martha Rice
Treasurer/Controller Richard D. Taylor
Authority Clerk Katherine Brewer

ABSENT: Public Member Position vacant pending appointment

ALSO PRESENT: Wes White, Hambro / WSG
Joel Wallen, Hambro / WSG
Jeremy Herber, Recology Del Norte

3:30 PM CALL MEETING TO ORDER

Chair McClure called the meeting to order in regular session at 3:30 p.m.

PLEDGE OF ALLEGIANCE

The pledge was led by Chair McClure.

3:30 PM PUBLIC COMMENTS:

Susan Calla, a resident who lives adjacent to the Crescent City Landfill, made a presentation and expressed her concerns about vehicles driving through the landfill property and damaging adjacent park lands. She requested that the Authority make additional efforts to block vehicle access routes through the landfill property. Director Ward reported that staff had placed large rocks across access points where barbed wire fences had been cut along Hights Access Road, but additional efforts would be needed. Commissioner Howard said he serves on a committee related to parks, and they were also discussing this concern. Chair McClure asked that a status report regarding this concern be addressed at the next regular Authority meeting.

OPEN SESSION ITEMS:

1. CONSENT AGENDA

- 1.1 Approve minutes, Regular Session, Tuesday, February 16, 2016.
- 1.2 Approve budget transfer in the amount of \$16,000.
- 1.3 Acknowledge and file letter sent to Susan Markie of CalRecycle that the Financial Assurance Multiplier for the Crescent City Landfill be reduced from 23 to 22.
- 1.4 Approve request from William Patterson of the Yurok Tribe to waive disposal fees for materials collected during the Klamath River Cleanup on April 23rd, 2016.

END CONSENT AGENDA

Item 1.2 was removed from the Consent Agenda for discussion. On a motion by Commissioner Howard, seconded by Commissioner Gastineau, and unanimously carried on a polled vote, the Del Norte Solid Waste Management Authority approved and adopted the consent agenda, consisting of item 1.1, 1.3, and 1.4.

After a brief discussion to clarify details, on a motion by Commissioner Howard, seconded by Commissioner Gastineau, and unanimously carried on a polled vote, the Del Norte Solid Waste Management Authority approved and adopted item 1.2, a budget transfer in the amount of \$16,000.00.

DISCUSSION/ACTION ITEMS:

2. DIRECTOR'S & TREASURER'S REPORTS

Agenda items 2.1 through 2.5 are provided for information only

- 2.1 Director's Report. **231501**
- 2.2 Treasurer/Controller Report for January 2016.
- 2.3 Claims approved by Director for February 2016.
- 2.4 Monthly Cash and Charge Reports for February 2016.
- 2.5 Earned Revenue Comparisons between FY14/15 and FY15/16.

The above-listed reports were presented and accepted.

3. LANDFILL POSTCLOSURE – No Items

4. COLLECTIONS FRANCHISE

4.1 Presentation by Jeremy Herber and discussion regarding potential lid closures for Recology Del Norte carts to inhibit windblown debris.

Jeremy Herber, Recology Del Norte's General Manager, presented different options he has explored to keep cart lids closed in high wind conditions. He said that the current lid is rated for 30 mph winds, but only if the lid is fully closed. Some customers place rocks on the lids, or orient their carts so the back of the cart faces the wind.

Mr. Herber showed his efforts using magnets, which helped somewhat. He also showed weights affixed to the cart lid, which did not work very well, as the lids would crack and weights could become projectiles during the dumping process. Mr. Herber said he would continue to explore options to address this concern, but at this time he did not feel that either of these options would be a substantial enhancement to the current lids – provided that the lid is fully closed.

His suggestions on this issue were to educate customers about putting the carts out in the morning (before 6 AM) to reduce wind exposure, to bag trash placed in the carts so it would be less prone to becoming windblown litter as the carts are emptied, to make sure the lid is completely closed, and to place the cart on a flat surface. Chair McClure and Commissioner Gastineau suggested that improving the cart lid wind resistance could be a design project for high school students.

5. TRANSFER STATION

5.2 Discussion and possible action regarding a proposal by Hambro / WSG to extend the Transfer Station Operations Agreement with Hambro/WSG, and extend the disposal agreement with Dry Creek Landfill, and initiation of textile recycling at the Del Norte County Transfer Station. **080104, 180502, 041801**

Wes White, General Manager for Hambro/WSG addressed the Board, explaining that he had negotiated a possible 10 year extension of the disposal agreement with Dry Creek Landfill under the same general terms and conditions, at the same price. Should the Authority Board approve extension of both the Transfer Station Operations Agreement and the Disposal Agreement, Hambro/WSG would agree to initiate textile recycling at the Del Norte County Transfer Station. Mr. White opined that if Dry Creek Landfill was asked for a longer extension than what was negotiated, he felt they would likely approve a longer extension.

Director Ward gave a PowerPoint presentation explaining how the disposal agreement between the Dry Creek Landfill and Hambro / WSG is an agreement to which the Authority is a third-party beneficiary, in that should the Authority's relationship with Hambro/WSG come to an end, the Authority is empowered to transfer this disposal agreement to a different Transfer Station Operations contractor. Furthermore, Hambro/WSG is required to retain such a disposal agreement throughout the term of the Transfer Station Operations Agreement.

By consensus, staff was directed to draft a Change Order extending the Transfer Station Operations Agreement and Landfill Disposal Agreement to expire on the same date, and to initiating textile recycling starting in July 2016. Staff was directed to place the negotiated Change Order on a future regular Authority agenda for possible adoption.

5.1 Discussion and possible action regarding Transfer Station Operations Change Order 22 authorizing Mattress Collection Events. 080104, 130120

Director Ward presented Change Order 22 authorizing Hambro/WSG to coordinate two free mattress recycling events in 2016 at the Del Norte County Transfer Station through the Mattress Recycling Council. Elizabeth Henry commented that she thought some people will not pay for mattress disposal, and would participate in such free mattress events. Jeremy Herber said that Recology Del Norte currently collects mattresses and box springs as bulky items. Director Ward said that while two collection events per year are not very convenient, but that after these two events, the Authority would be in a better position to suggest program improvements to CalRecycle and the Mattress Recycling Council for rural communities like Del Norte.

On a motion by Commissioner Howard and seconded by Commissioner Inscore, Transfer Station Operations Change Order 22 was approved by a unanimous polled vote.

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. 231501

Director Ward discussed the Authority Work Plan for 2016. Chair McClure suggested that the Work Plan be posted on the Authority's website at www.recycledelnorte.ca.gov.

6.2 Discussion and possible action regarding hiring of Jeannine Galatioto to provide professional consulting services during the negotiations with Del Norte Solid Waste Management Authority Employees / SEIU Local 1021 for an amount not to exceed \$4,500. 160504

Director Ward explained that with the departure of former Del Norte County Personnel Director Joey Young, he was informed that Del Norte County did not have anyone available to participate in the upcoming Authority Union negotiations. As former Del Norte County CAO, Jeannine Galatioto has the experience and background needed to assist Authority management during these negotiations. On a motion by Commissioner Inscore seconded by Commissioner Howard, on a unanimous polled

vote the Board approved the consulting services agreement with Jeannine Galatioto for an amount not to exceed \$4,500.00

6.3 Discussion and possible action regarding an application for the USDA Forest Service, Title II Project Grant program, in the amount of \$66,400. 061501

As he sits on the Resource Advisory Committee which may make recommendations regarding this proposal, Commissioner Howard recused himself from this discussion and left the room. Director Ward introduced the application for this grant program, with the following Goals and Objectives:

- a. Assess and prioritize cleanup project sites on Del Norte County lands of the US Forest Service.
- b. Enhance regional capacity to assess and cleanup illegal dumpsites.
- c. Improve site security at the Gasquet Transfer Station to reduce associated litter.
- d. Remove abandoned and improperly disposed vehicles and debris from Six River National Forest lands and watercourses.
- e. Support river and forest cleanups initiated by non-profit groups.
- f. Restore cleanup sites to natural conditions, while impeding further dumping to the extent practical.

On a motion by Commissioner Inscore and seconded by Commissioner Gastineau, and approved by a unanimous vote, with Commissioner Howard recused, the Board directed staff to submit the application and to follow the necessary process to pursue these funds.

6.4 Discussion and possible action regarding 2015 Green Ribbon Awards, to be presented on April 16th, 2016 at the Youth and Family Fair. 071805

Director Ward presented the nominees for the Green Ribbon Awards, which had been reviewed by the Del Norte Solid Waste Task Force. Discussion followed. Chair McClure suggested that a category be added recognizing achievement in Green Building. One of the nominations for Outstanding Reuse and Repair Service was rejected. By consensus, the Board members approved the remaining nominees and authorized the Chair to present the Green Ribbon awards at the Youth and Family Fair on April 16, 2016.

At 5:14 P.M., the Board adjourned to Closed Session.

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.

No action was announced following the Closed session.

8. ADJOURNMENT

Adjourn to the Special Meeting of the Del Norte Solid Waste Management Authority scheduled for 3:30 p.m., April 5th, 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 5:27 P.M., until the Special Meeting on April 5th, 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 SOLID WASTE MANAGEMENT AUTHORITY
CITY OF CRESCENT CITY
COUNTY OF DEL NORTE
STATE OF CALIFORNIA
Special Session, Tuesday April 5, 2016, 3:30 PM**

PRESENT: Commissioner Ron Gastineau, Secretary
Commissioner Chris Howard
Commissioner Blake Inscore, Vice Chair
Commissioner Martha McClure, Chair
Director Tedd Ward
Legal Counsel Martha Rice
Treasurer / Controller Richard D. Taylor
Authority Clerk Katherine Brewer

ABSENT: Public Commissioner Position vacant pending appointment

ALSO PRESENT: Jeremy Herber, Recology Del Norte
Joel Wallen, Hambro WSG
Wes White, Hambro WSG

3:30 PM CALL MEETING TO ORDER

Chair McClure called the meeting to order in special session at 3:31 p.m.

PLEDGE OF ALLEGIANCE

The pledge was led by Director Ward.

3:30 PM PUBLIC COMMENTS:

There were no public comments.

1. GENERAL SOLID WASTE AUTHORITY MATTERS

1.1 PUBLIC MEMBER APPOINTMENT: Interview applicants and appoint a Public Commissioner to serve on the Del Norte Solid Waste Management Authority Board through April 2018. **031501**

Interview order was determined by drawing numbers out of a bag, and was as follows:
1) Eli Naffah, 2) Patricia Black, 3) Jack Reese. All candidates were sequestered in a

room and interviewed separately with each answering the same questions asked by Chair McClure. The Commissioners took notes for their own use as they saw fit. Public comments were solicited at the end of the process, though no member of the public asked to speak.

Commissioner Howard nominated Eli Naffah. Commissioner McClure nominated Patricia Black. On a motion by Commissioner Gastineau, seconded by Commissioner Inscore, and carried on a voice vote, nominations were closed. The nomination of Patricia Black failed on a polled vote with Commissioners Howard and Inscore voting no, and Commissioners McClure and Gastineau voting yes. The nomination of Eli Naffah to serve as Public Commissioner on the Del Norte Solid Waste Management Authority Board through April 2018 was confirmed on a polled vote with Commissioners Howard, Inscore, and McClure voting yes, and Commissioner Gastineau voting no.

Commissioner Naffah took his seat at the dais.

2. ADJOURNMENT

Adjourn to the next meeting of the Del Norte Solid Waste Management Authority scheduled for 3:30 p.m., April 19, 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 4:15 p.m., until the next regularly scheduled meeting on April 19, 2016.

Martha McClure, Chair
Del Norte Solid Waste Management Authority

Date / /

ATTEST:

Ron Gastineau, Secretary
Del Norte Solid Waste Management Authority

Date / /

Submitted:

Katherine Brewer, Clerk
Del Norte Solid Waste Management Authority

Date / /



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

06 April 2016

Attention: Ms. Gina Morrison

Regional Water Quality Control Board, North Coast Region

5550 Skylane Blvd., Suite A

Santa Rosa, CA 95403

SUBJECT: Del Norte Solid Waste Management Authority Facilities Exempt from Requirements of General Order WQ2-15-0121-DWQ

Dear Ms. Morrison:

Earlier this month, this agency received a letter regarding the application process now required for composting operations, indicating that a response was required by April 30, 2015.

As a joint powers authority of the City of Crescent City and the County of Del Norte, the Del Norte Solid Waste Management Authority is responsible for establishing or contracting for facilities and services related to the management of solid waste, recyclables, and compostable materials in Del Norte County. This agency manages the following facilities: The Del Norte County Transfer Station, the Klamath small-volume Transfer Station, the Gasquet small-volume Transfer Station, and the closed Crescent City Landfill. None of these facilities include composting of materials as part of our services or activities.

At the Del Norte County Transfer Station leaves, grass, brush, and stumps are received on a paved surface. Untreated wood is stored on gravel. These materials are regularly loaded by our transfer station operations contractor, Hambro/WSG onto outbound trailers and processed at facilities outside Del Norte County. At this time this agency has no direct relationship with any municipal compost facility, either inside or outside Del Norte County.

On 21 April 2015, this agency adopted Resolution 2015-02, A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY OPTING TO AFFIRM AN EXEMPTION FROM THE REQUIREMENT OF MANDATORY COMMERCIAL ORGANICS RECYCLING, attached.

1.3

Therefore, I believe apart from submitting this letter, this agency and its facilities are currently exempt from all other requirements under General Order WQ2-15-0121-DWQ. Thanks for your consideration.

Sincerely,

Tedd Ward, M.S. – Director

Del Norte Solid Waste Management Authority

Attachment: Resolution 2015-02

**DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY
RESOLUTION NO. 2015-02**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE DEL NORTE
SOLID WASTE MANAGEMENT AUTHORITY OPTING TO AFFIRM AN EXEMPTION
FROM THE REQUIREMENTS OF MANDATORY COMMERCIAL ORGANICS
RECYCLING**

WHEREAS, Del Norte County and the City of Crescent City have together formed and delegated responsibility for solid waste, recycling, composting, and household hazardous waste programs to the Del Norte Solid Waste Management Authority; and,

WHEREAS, the Del Norte Solid Waste Management Authority is committed to meeting its solid waste diversion requirements through program implementation of its Source Reduction and Recycling Element of its Regional Agency Integrated Waste Management Plan; and,

WHEREAS, Assembly Bill (AB) 1826 (Chesbro, 2014) was signed into law and requires businesses that generate a specified amount of organic waste per week to arrange for recycling services for that organic waste in a specified manner beginning April 1, 2016; and,

WHEREAS, AB 1826 requires that jurisdictions implement an organics recycling program for businesses by January 1, 2016, that includes education, outreach, and monitoring activities and reporting annually to the Department of Resources Recycling and Recovery (CalRecycle).

WHEREAS, AB 1826 defines a rural county as a county that has a total population of less than 70,000 persons and includes a provision that allows a rural regional agency of a rural county to adopt a resolution exempting the county from the requirements of Section 1, Chapter 12.9 of the Public Resources Code (commencing with Section 42649.8) Recycling of Organic Waste, based upon findings as to the purpose and need for the exemption; and,

WHEREAS, a business located in a rural jurisdiction that is exempted pursuant to paragraph (2) of subdivision (a) of Section 42649.82 is not required to recycle organics; and,

WHEREAS, there are 19 counties in California with populations of less than 70,000 persons, which collectively represent 1.4% of the statewide waste stream; and,

WHEREAS, Del Norte County, including the population of Crescent City; has a population of 27,873 persons as of the Department of Finance's most current population estimates; and,

WHEREAS, the Del Norte Solid Waste Management Authority does not have the existing infrastructure, composting or anaerobic facilities, with the capacity to economically handle all the organic waste produced within the county; and,

WHEREAS, with the amounts of organic waste generated in Del Norte County and the distance to accessible processing facilities, it is not economically feasible for the Authority to require organics diversion at this time; and,

ENTD APR 21 2015

WHEREAS, with the amounts of organic waste generated in Del Norte County and the amount of annual rainfall, it is not currently economically feasible to build sustainable processing facilities necessary to handle all the organic waste produced within the county; and,

WHEREAS, the Del Norte Solid Waste Management Authority is committed to continue to pursue economically feasible alternatives for organics management; and,

WHEREAS, the Del Norte Solid Waste Management Authority is committed to encourage businesses to reduce and recycle organics materials; and,

WHEREAS, CalRecycle determines the state's progress toward reducing the disposal of organic waste; and,

WHEREAS, if the statewide disposal of organic waste is not decreased to half of the level disposed in 2014, on or after January 1, 2020, this exemption shall become inoperative, unless the department determines that ending rural exemptions will not result in a significant reduction of the disposal of organic waste.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Del Norte Solid Waste Management Authority hereby chooses to exempt the Del Norte Solid Waste Management Authority and its member agencies, Del Norte County and the City of Crescent City, from the requirements of SECTION 1, Chapter 12.9 of the Public Resources Code (commencing with Section 42649.8) Recycling of Organic Waste.

BE IT FURTHER RESOLVED that the Board of Commissioners of the Del Norte Solid Waste Management Authority reserves the right to rescind this resolution at any time prior to the sunset date of January 1, 2020.

ON A MOTION by Commissioner McClure seconded by Commissioner Gastineau the foregoing Resolution was duly passed and adopted by the Board of Commissioners of the Del Norte Solid Waste Management Authority of the County of Del Norte, State of California on the 21st day of April, 2015 by the following votes:

AYES: McClure, Holley, Gitlin, Gastineau

NOES: None

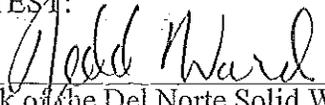
ABSENT: Glore

ABSTAIN: None



Chair, Del Norte Solid Waste
Management Authority

ATTEST:



Clerk of the Del Norte Solid Waste Management Authority
County of Del Norte, California

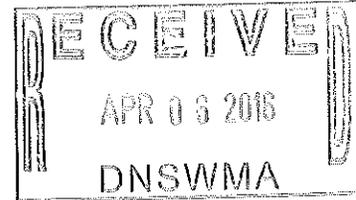


EDMUND G. BROWN JR.
GOVERNOR

MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

North Coast Regional Water Quality Control Board

April 4, 2016



Del Norte County Waste Management
Authority
1700 State Street
Crescent City, CA 95531

NOTICE OF APPLICATION PROCESS: GENERAL WASTE DISCHARGE REQUIREMENTS FOR COMPOSTING OPERATIONS

Dear Sir or Madam:

This letter is to notify you that the above referenced facility may be required to apply for permit coverage under the *General Waste Discharge Requirements for Composting Operations, Order WQ 2015-0121-DWQ* (General Order). Please reply no later than **April 30, 2016**, with your intent to enroll under the General Order or with the reason why your facility is exempt from General Order requirements.

The General Order, adopted on August 4, 2015, by the State Water Resources Control Board (State Water Board), applies to existing and proposed new composting operations that process at least 5,000 cubic yards of material per year. It exempts most small composting operations, such as home composting or community gardens. Under the General Order, composting facilities are divided into two tiers (Tier I or Tier II), based on the size of the operation and the risk it poses to groundwater or nearby surface water. The General Order sets standards for the construction, operation and maintenance of composting facilities to protect surface water and groundwater. It provides a number of requirements, including standards for the permeability of the ground underneath the composting piles, drainage, and specifications for leachate collection and containment. The General Order also includes requirements for monitoring and reporting. A copy of the General Order, including the attachments listed below and other related documents are available online at: http://www.swrcb.ca.gov/water_issues/programs/compost/.

Please review the Composting General Order Requirements Matrix (Attachment) and determine whether your facility falls within the activities not required to obtain coverage or one of the required tiers. Facilities not required to obtain coverage under the General

JOHN W. CORBETT, CHAIR | MATTHEW ST. JOHN, EXECUTIVE OFFICER

5550 Skyway Blvd., Suite A, Santa Rosa, CA 95403 | www.waterboards.ca.gov/northcoast

Order shall submit a letter by **April 30, 2016**, to the Regional Water Board explaining why the facility's specific activity is exempt from General Order requirements.

If your facility falls in the Tier I or Tier II category, please reply with your intent to enroll under the General Order no later than **April 30, 2016**, and submit an application for coverage under the General Order. The application deadlines for existing and new composting operations are included below. For more details or compliance schedules, please refer to the General Order.

Existing Composting Operations

Existing composting operations that are required to seek coverage under this General Order must submit the following information prior to **August 4, 2016**:

1. A complete Notice of Intent (NOI) (Attachment C of the General Order),
2. An appropriate filing fee (Cal. Code Regs., tit. 23, § 2200). The filing fee information is available at: http://www.waterboards.ca.gov/resources/fees/water_quality/. The filing fee, which serves as the first annual fee, is based on the discharge's threat to water quality (TTWQ) and complexity (CPLX) rating. Composting operations that do not fully contain all compost leachate and rely on land disposal for leachate management will receive a TTWQ/CPLX rating of 2C as a preliminary rating for the purpose of applying for coverage under the General Order. All other composting operations may submit a filing fee based on a TTWQ/CPLX rating of 3C. These preliminary ratings may be adjusted by Regional Water Board staff based on review of the NOI and technical report described in item #3 below.
3. A technical report including, but not limited to, the information described in Attachment D of the General Order. The technical report shall include a proposed schedule for full compliance and must be as short as practicable but may not exceed six years from the date of the NOI.

After reviewing the submitted documents, the Regional Water Board will determine whether the composting operation can be appropriately regulated under the General Order, and if so, will issue a Notice of Applicability (NOA) that confirms the regulatory tier, timeline for compliance, and any monitoring requirements.

New Composting Operations

New composting operations that propose to begin operating after adoption of the General Order, are required to seek coverage by submitting a complete NOI (Attachment C), the appropriate filing fee (Cal. Code Regs., tit. 23, § 2200), and a technical report including, but not limited to, information described in Attachment D of the General Order, to the Regional Water Board not less than 90 days prior to commencement of the composting operation.

Opportunities for Public Funding

California's Department of Resources Recycling and Recovery (CalRecycle) has established an Organics Grant Program that could defray costs for construction, renovation, or expansion for eligible composting facilities. The purpose of this competitive grant program is to lower overall greenhouse gas emissions by expanding existing capacity or establishing new facilities in California to reduce the amount of California-generated green materials, food materials, and/or Alternative Daily Cover being sent to landfills. For more information, please contact Alex Byrne, Organics Grant Lead for CalRecycle, at (916) 323-2271, or by email at GHGReductions@calrecycle.ca.gov. You can also visit the CalRecycle website at <http://www.calrecycle.ca.gov/Climate/GrantsLoans/>.

Join the Greenhouse Gas Reduction Programs Listserv to be notified by email for program updates and when funding becomes available.

<http://www.calrecycle.ca.gov/Listservs/Subscribe.aspx?ListID=135>

If you have any questions regarding these requirements, please contact Charles Reed at (707) 576-2752 or Charles.Reed@waterboards.ca.gov.

Sincerely,


Digitally signed by
Claudia Villacorta
Date: 2016.04.04
15:26:12 -07'00'
Water Boards

Claudia E. Villacorta, P.E., Chief
Point Source and Groundwater Protection Division

160404_CER_ef_Del_Norte_County_Waste_Management_Authority_Discharger_Notification_Letter

Attachment: Composting General Order Requirements Matrix

cc: Ms. Leslie Graves, State Water Resources Control Board, Sacramento
Leslie.Graves@waterboards.ca.gov

REQUIREMENTS SUMMARY MATRIX
General Waste Discharge Requirements for Composting Operations
8/4/2015

Requirement Type	Tier I	Tier II
Applicability		
Activities not required to obtain coverage under this General Order	a. Agricultural Composting; b. Chipping and grinding facilities and operations. This includes chipping and grinding facilities and operations at a composting facility if located outside of the composting operations area. c. Lot clearing by local governmental agencies (i.e., grubbing, tree trimming, etc.) for fire protection; d. Composting activities that are within a fully-enclosed vessel; e. Composting operations that receive, process, and store less than 500 cubic yards (cy) of allowable materials at any given time; f. Composting operations that receive, process, and store less than 5,000 cy per year of allowable Tier I or Tier II feedstocks, additives, and amendments, and implement the following management practices: (1) Completely cover materials during storm events as needed to reduce the generation of wastewater; and (2) Manage the application of water to reduce the generation of wastewater.	
Total Facility Capacity	< 25,000 cy (combination of Tier I allowable materials received, processed, and stored: feedstocks, compost, additives, and amendments) and meets the siting criteria below.	≥ 25,000 cy (all allowable materials received, processed, and stored: feedstocks, compost, additives, and amendments) or < 25,000 cy which does not meet the site-specific hydrogeologic conditions do not meet the Tier I percolation rate and depth to groundwater standards.
Depth to Groundwater	Dependent on Soil Percolation Rate as follows (minutes per inch - MPI using percolation test): < 1 MPI : 50 feet 1 MPI - 5 MPI: 20 feet > 5 MPI - 30 MPI: 8 feet > 30 MPI : 5 feet	
Distance to Surface Water	≥ 100 feet	≥ 100 feet
Distance to nearest water supply well	≥ 100 feet	≥ 100 feet
Allowable Feedstocks	<ul style="list-style-type: none"> • Agricultural materials • Green materials • Paper materials • Vegetative food materials • Anaerobic digestate derived from allowable Tier I feedstocks • Residentially co-collected or self-hauled food and green materials 	<ul style="list-style-type: none"> • Food materials (non-vegetative) • Biosolids (Class A, B, and/or EQ) • Manure • Anaerobic digestate derived from allowable Tier II feedstocks • A combination of allowable Tier I and Tier II feedstocks
Prohibited Feedstocks	a. Animal carcasses; b. Liquid wastes other than those of food origin; c. Medical wastes as defined in the Health and Safety Code, section 117690; d. Radioactive wastes; e. Septage; f. Sludges, including but not limited to sewage sludge, water treatment sludge, and industrial sludge; g. Wastes classified as "designated" as defined in Water Code section 13173; h. Wastes classified as "hazardous" as defined in the Cal. Code Regs., title 22, section 66261.3; i. Wood containing lead-based paint or wood preservatives, or ash from such wood; or j. Any feedstock, additive, or amendment other than those specifically described in the General Order, unless approved by the Regional Water Board.	
Additives	No more than 10 percent combined, on a total volume basis, of the total feedstocks for any given batch of compost, of the following: fertilizing material at rates that will be consumed or fixed/immobilized during composting; manure; anaerobic digestate (solid) from other feedstocks not listed in this tier or under the Prohibitions section; and other materials approved by the Regional Water Board.	No more than 30 percent combined (other than liquid food material), on a total volume basis, of the total feedstocks for any given batch of compost, of the following: fertilizing material at rates that will be consumed or fixed/immobilized during composting, liquid food material, anaerobic digestate (solid) derived from any material other than allowable Tier I and Tier II feedstocks, and other materials approved by the Regional Water Board.
Amendments	For Tier I and Tier II facilities, the type of amendments must be specified in a NOI and/or a technical report.	
Prohibited Additives and Amendments	Use of biosolids as an additive or amendment is prohibited.	Use of biosolids as an additive or amendment is prohibited.

Requirement Type	Tier I	Tier II
Construction		
Pads	<p>Surfaces must be capable of preventing degradation of waters of the state. Such structures are designed, constructed, operated, and maintained to: (1) facilitate drainage and minimize ponding by sloping or crowning pads to reduce infiltration; (2) reliably transmit any free liquid to a containment structure; and (3) prevent conditions that could lead to contamination, pollution, or nuisance.</p> <p>Control and manage all run-on, runoff, and precipitation from all areas used for receiving, processing, or storage, under conditions of a 25-year, 24-hour peak storm event. Protect areas from inundation by surface flows associated with a 25-year, 24-hour peak storm event.</p>	<p>Working surfaces must be capable of resisting damage from movement of operating equipment and weight of piles, have a hydraulic conductivity of 1.0×10^{-5} cm/s or less, and consist of one of the following:</p> <ul style="list-style-type: none"> (a) Compacted soils, with a minimum thickness of one foot; (b) Asphaltic concrete or Portland cement concrete; or (c) An equivalent engineered alternative approved by the Regional Water Board. <p>In lieu of meeting the hydraulic conductivity requirement prescribed above, the applicant may propose to implement a groundwater protection monitoring program. If this choice is selected, the applicant must submit a Groundwater Protection Monitoring Program Plan in the Technical Report with the Notice of Intent.</p>
Wastewater Handling System (e.g. pond, tanks)	<p>Applicant must submit for approval a <i>Water and Wastewater Management Plan</i> that describes how the wastewater will be managed to prevent discharge. The plan must describe the design, operations, and maintenance of the systems, including water balance calculations and assumptions.</p> <p>Detention ponds, if used, must be designed, constructed, and maintained to prevent conditions contributing to, causing, or threatening to cause contamination, pollution, or nuisance, and must be capable of containing, without overflow or overtopping (taking into consideration the crest of wind-driven waves and water reused in the composting operation), all wastewater from the working surfaces in addition to precipitation that falls into the detention pond from a 25-year, 24-hour peak storm event at a minimum, or equivalent alternative approved by the Regional Water Board.</p>	<p>Applicant must submit for approval a <i>Water and Wastewater Management Plan</i> that describes how the wastewater will be managed to prevent discharge. The plan must describe the design, operations, and maintenance of the systems, including water balance calculations and assumptions.</p> <p>Detention ponds, if used, must be designed, constructed, and maintained to prevent conditions contributing to, causing, or threatening to cause contamination, pollution, or nuisance, and must be capable of containing, without overflow or overtopping (taking into consideration the crest of wind-driven waves and water reused in the composting operation), all wastewater from the working surfaces in addition to precipitation that falls into the detention pond from a 25-year, 24-hour peak storm event at a minimum, or equivalent alternative approved by the Regional Water Board.</p> <p>Detention pond liners must meet a hydraulic conductivity of 1.0×10^{-6} cm/s or less and include one of the following:</p> <ul style="list-style-type: none"> (a) A liner system consisting of a 40-mil synthetic geomembrane (60-mil if high-density polyethylene) underlain by either one foot of compacted clay, or a geosynthetic clay liner installed over a prepared base; (b) A liner system that includes Portland cement concrete underlain by a 40-mil synthetic geomembrane (60-mil if high-density polyethylene); or (c) An equivalent engineered alternative approved by the Regional Water Board. <p>Detention ponds must be designed and constructed with a pan lysimeter monitoring device under the lowest point of the pond or equivalent alternative approved by the Regional Water Board. In addition, ponds must be designed and operated to maintain a dissolved oxygen concentration of at least 1.0 mg/L to prevent anaerobic conditions.</p> <p>Tanks, if used (i.e. above or underground), must be designed, operated, maintained and monitored in accordance with applicable laws and regulations.</p>

Requirement Type	Tier I	Tier II
Construction, continued		
Drainage/ Conveyance	Drainage conveyance systems must be designed, constructed, and maintained for conveyance of wastewater from the working surface in addition to direct precipitation from a 25-year, 24-hour peak storm event at a minimum. Ditches must be properly sloped to minimize ponding and kept free and clear of debris to allow for continuous flow of liquid. Ditches must be inspected and cleaned out prior to the rainy season every year.	Drainage conveyance systems must be designed, constructed, and maintained for conveyance of wastewater from the working surface in addition to direct precipitation from a 25-year, 24-hour peak storm event at a minimum and meet a hydraulic conductivity of 1.0×10^{-5} cm/s or less, and consist of one of the following: (a) Compacted soils, with a minimum thickness of one foot; (b) Asphaltic concrete or Portland cement concrete; or (c) An equivalent engineered alternative approved by the Regional Water Board. Ditches must be properly sloped to minimize ponding and kept free and clear of debris to allow for continuous flow of liquid. Ditches must be inspected and cleaned out prior to the rainy season every year.
Berms	Berms must prevent run-on to and runoff from a 25-year, 24-hour peak storm event.	Berms must prevent run-on to and runoff from a 25-year, 24-hour peak storm event.
Storm Water/ Wastewater	Composting Operations may be required to enroll under the Industrial Storm Water General Permit Order 97-03-DWQ (<i>Industrial General Permit, new Industrial General Permit 2014-0057-DWQ will be effective July 1, 2015</i>) or obtain appropriate National Pollutant Discharge Elimination System (NPDES) wastewater discharge permit.	
Monitoring		
Facility Inspections	The Discharger must regularly inspect and maintain all containment structures pursuant to this General Order, the Monitoring and Reporting Program, and Notice of Applicability. Inspection frequency must be sufficient to prevent discharges of feedstocks, additives, amendments, compost, or wastewater from creating or contributing to contamination, pollution or nuisance. Dischargers must perform quarterly site inspections of the working surface, berms, ditches, facility perimeter, erosion control best management practices, and any other operational surfaces.	
Water Quality	Wastewater Management System: perform quarterly inspections of the system, estimate available capacity and volume. If using a pond, conduct quarterly sampling of the liquid within the pond. (when there is sufficient water to sample).	
		The detention pond leak detection monitoring device (i.e., the pan lysimeter) must be checked monthly during the wet season for liquid. Upon detection of liquid, contact the Regional Water Board within 48 hours; collect a sample and analyze for the list of constituents below; remove liquid from the monitoring device; and continue to monitor weekly. If liquid reappears, collect and analyze the sample for the same list of constituents. If wastewater is confirmed, submit a <i>Response Action Plan</i> for review and approval by Regional Board staff. Tanks, if used, must be monitored in accordance with applicable laws and regulations.
Monitoring Requirements	**See below for revised Monitoring Requirements** Monitoring is required if applicable.	
- Pond	Quarterly Monitoring: pH, dissolved oxygen, total dissolved solids, fixed dissolved solids, total nitrogen, specific conductance (electrical conductivity)	
- Groundwater	Quarterly Monitoring: groundwater elevation, depth to groundwater, gradient, gradient direction, pH, TDS, nitrate as nitrogen, sodium, chloride, total coliform organisms	
- Biosolids	Proof of compliance with ceiling concentrations of 40 CFR 503.13, Table 1, or conduct testing for each load delivered	

Requirement Type	Tier I	Tier II
Reporting		
Revised Notice of Intent	Submit a revised Notice of Intent at least 90 days prior to: (1) adding a new feedstock, additive, or amendment; (2) changing material or construction specifications; (3) changing a monitoring program; or (4) changing an operation or activity not described in the approved NOI and technical report.	
Technical Report	Submit a Technical Report prior to any new construction of any working surfaces, detention ponds, berms, ditches, or other water quality protection containment structure.	
Final Post-Construction Report	Submit a <i>Final Post-Construction Report</i> , including as-built plans and specifications, within 60 days of completing-construction activities, to document that structures were constructed in accordance with the Technical Report.	
Monitoring Report	Submit an Annual Monitoring and Maintenance Report no later than April 1st of each year.	
Notification of Violations	If a violation of requirements of this Order or MRP occurs, the Discharger must notify the appropriate Regional Water Board staff by telephone or email, within 48-hours, once the Discharger has knowledge of the violation. This notification must include a description of the noncompliance and its cause, the period of noncompliance (providing exact dates and times); and if the noncompliance has not been corrected, the anticipated time to complete the corrective action. The notification must also include steps taken or planned to reduce, eliminate, or prevent recurrence of the noncompliance. Depending on the severity of the violation, the Regional Water Board staff may require the discharger to submit a separate technical report regarding the violation within 10 working days of the Initial notification.	
Enrollment		
New Operations	Must file a complete Notice of Intent, filing fee, and technical report not less than 90 days prior to commencement of composting operations. The Regional Water Board will issue a Notice of Applicability that, at a minimum, confirms the Discharger's Tier, timeline for compliance, monitoring requirements and monitoring methods.	
Existing Operations	Must file a complete Notice of Intent, filing fee, and technical report within one year of adoption of the General Order. The technical report shall include a proposed schedule for full compliance and must be as short as practicable but may not exceed 6 years from the date of the NOI. The Regional Water Board will issue a Notice of Applicability that, at a minimum, confirms the Discharger's Tier, timeline for compliance, monitoring requirements and monitoring methods.	
Fees		
Annual Fees	The filing fee accompanying the NOI is the first year's annual fee. Annual fees are based on the threat to water quality (TTWQ) and complexity (CPLX) of the discharge. (Cal. Code Regs., tit. 23, § 2200.) The ratings are available at: http://www.waterboards.ca.gov/resources/fees/docs/fy1415_fee_schedule.pdf	

CHANGE ORDER 1

CONTRACT: SERVICE AGREEMENT WITH ENABL, INC.

CONTRACTOR: ENABL, INC.

AUTHORITY: DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY

SUBJECT: CHANGE TO SERVICE AGREEMENT ADDING ADDITIONAL FILE CONVERSIONS

NATURE OF CHANGES: This Change Order grants Contractor an additional \$915.00 to create Electronic Deliverable Format 1.2i (EDF) files from Customer provided Lab Reports (PDF Format). Change Order is based on the revised quote dated March 21, 2015 and authorizes Contractor to produce a total of 156 reports including an additional 26 reports resulting from reports obtained from subcontracted laboratories, and split work orders.

Contract Time: Contractor will produce all documents no later than May 31, 2016.

Contract Price: This Change Order makes the following changes to the Contract Price:

Price Before Change Order 1	Change to Contract Price under Change Order 1	Total Price After Change Order 1
\$5,625	\$915.00	\$6,540.00

This Change Order is hereby approved:

enABL, INC.

BY: _____

Marilyn Aresenault, President

DATE: _____

Del Norte Solid Waste Management Authority

BY: _____

Martha McClure, Chair

BY: _____

Ron Gastineau, Secretary

Approved as to form:

BY: _____

Martha D. Rice, General Counsel



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

VACATION REQUEST FORM

Name: TEDD WARD

Beginning Day and Date of first day of vacation (i.e. Saturday 12/1/07):

Thursday 18 AUG 2016

Ending Day and Date of last day of vacation (return to work the following day):

Monday 05 SEP 2016

Signature: Tedd Ward

Date: 15 APR 16

Approved By: _____

Date: _____

1.5



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

VACATION REQUEST FORM

Name:

TEDD WARD

Beginning Day and Date of first day of vacation (i.e. Saturday 12/1/07):

Wed May 25, 2016

Ending Day and Date of last day of vacation (return to work the following day):

Tuesday May 31, 2016

Signature:

Tedd Ward

Date: 03 MARCH 2016

Approved By:

Marsha McClure

Date: March 4, 2016





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

VACATION REQUEST FORM

Name: TEDD WARD

Beginning Day and Date of first day of vacation (i.e. Saturday 12/1/07):

Friday 01 JULY 2016 TW

Ending Day and Date of last day of vacation (return to work the following day):

Sunday 10 JULY 2016 TW

Signature: Tedd Ward Date: 26 FEB 2016

Approved By: Martha McClure Date: March 4, 2016

41st District Agricultural Association

421 Hwy 101 North
Crescent City, CA 95531
1-800-350-9556
E-Mail: info@dnfair.org

Phone 707-464-9556
Fax 707-464-9519

March 30, 2016

Del Norte Solid Waste Management Authority
1700 State St.
Crescent City, Ca. 95531



Subject: 2016 Fair Sponsorship Family Day

Dear Ted,

We are in the planning stages of the 2016 Fair, which will be held August 4-7. In the past the Solid Waste Board has sponsored Family Day. Family Day is the last day of the fair, August 7th. Families receive admission to the fair for a low discounted price compliment of Solid Waste Authority. The sponsorship for the day is \$2,000. For exchange of your sponsorship, the authority will be mentioned in our advertisements, provided space for a sign at each entrances, and provide booth space to give away information about the Authority. We also will have a link on our web site for your company and your name will be on our electric billboard prior to fair. . If you have any questions regarding Family Day sponsorship, please call me.

I have enclosed a confirmation letter and self address envelope for your use.

Thank you,


Randy Hatfield CEO

2016 DAY SPONSORSHIP \$2000.00

YES I WILL SPONSOR A DAY AT THE FAIR _____

NO THANK YOU _____

Del Norte County Budget Transfer Request

Department Name	Fund	Dept.	Line Item	Description	Budget Transfer Amount(s)	
					Reduce Expenditures or Increase Revenue	Increase Expenditures or Reduce Revenue
Solid Waste	422	421	20281	Household Hazardous Waste Collections	\$ 702	\$ 702
Solid Waste	422	421	20285	Special Department Expense		
Total Amounts					\$ 702	\$ 702

Department complete and send to Auditor's Office for transfer number before sending to CAO. Round amounts up to whole dollars.

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)

County Administrative Officer: _____
(Under \$1000 - CAO approves)

Deputy Auditor-Controller _____ Date _____

TR No. _____ Budget Revision No. _____

Includes Revenue Appropriation _____ Requires 4/5ths Vote _____

County Administrative Officer _____ Date _____

Recommendation: Approve Deny
Submit for Board approval

Passed by Board of Commissioners of the Del Norte Solid Waste Management Authority on 19 April 2016.

Ayes:
Noes:
Absent:

Attest: Clerk of the Board

By: _____
Katherine Brewer

Martha McClure, Chair
Del Norte Solid Waste Management Authority

1.7



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: 15 April 2016
To: Commissioners of the Del Norte Solid Waste Management Authority
From: Tedd Ward, M.S. – Director 
Attachments: Letter of 12 April 2016 from the Sequoia Park Zoo
Letter of 07 April 2016 from State Water Resources Control Board
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.

Consent Agenda Items: Agenda item 1.3 is a letter confirming that no Authority facilities included composting activities, and so of the rules associated with composting adopted by the North Coast Regional Water Quality Control Board, none apply to Authority facilities.

Agenda item 1.4 is a Change Order with the company which is converting pdf files into a format so they may be uploaded to the GeoTracker database, as required by the North Coast Regional Water Quality Control Board. The additional charges are associated with the need to convert additional documents. After these conversions are completed and uploaded, staff do not anticipate an ongoing need for these services.

Agenda item 1.5 are vacation requests from the Director. The Director's agreement specifies that the Director's requests for more than three consecutive days of vacation

are to be approved by the Authority Board. Under the Director's Agreement, requests vacation scheduling are not to be unreasonably denied. These requested vacations will not impact Authority agendas, meetings, or activities.

Agenda item 1.6 is a request that the Authority continue the sponsorship of the Del Norte County Fair as we have done since 1994. This sponsorship is paid under the Authority's grant programs for beverage container and/or used oil recycling. As this event is in August, it will be paid from the budget for FY 16/17.

Agenda item 1.7 is a budget transfer in the amount of \$702. This budget transfer is needed to cover the expense of a \$1,254 sewer assessment from the Del Norte County Community Development Department plus some additional expenses for outreach materials to be used at the Youth and Family Fair this coming Saturday. After this budget transfer, approximately \$1,100 will remain in the budget line 20281 which is used for collection and disposal of home-generated sharps.

Facilities: Facilities and Programs Coordinator Kayleen Warner 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. Administrative Assistant Lisa Babcock oversaw the successful installation of window tinting at the scalehouse of the Del Norte County Transfer Station.

During the past month, I have taken steps to address several complaints about off-road vehicle use on landfill property and adjacent State Park lands. These actions will be discussed under **agenda item 3.1**. Vehicles appear to be driving through the landfill property via the roads used to control vegetation under the high voltage power lines on the landfill property, and from the residents to the northeast of the property. Staff worked with the County Roads Department to fall a tree blocking a road on the property, and moving the cut logs to block some of the access points used by trespassers. Unfortunately, one of the roads blocked is used by Authority staff during groundwater monitoring. Staff are also working with Two Guys to improve one of the gates that also could reduce traffic from trespassing vehicles.

Vendor Contract Management and Oversight: **Agenda item 5.1** is consideration of letters from Hambro/WSG and Dry Creek Landfill regarding the potential extension of the Transfer Station Operations Agreement as well as the Landfill Disposal Agreement with Dry Creek Landfill. As these letters introduced several negotiating issues that had not been discussed with the Board during the March meeting, staff are seeking Board direction to address these concerns during the negotiations.

Finances and Audits: **Agenda item 6.1** is the proposed Authority budget for fiscal year 2016/ 2017. **Agenda item 6.2** is the next step in potentially modifying the Joint Powers Agreement in ways that could simplify the annual approval process for the

Authority Budget. Those changes will take time, as they must be approved separately by both the City Council and the Board of Supervisors before they can be adopted by the Authority Board. Thus, the Authority budget for FY 16/17 will still have to be approved by both the City Council and the Board of Supervisors under the terms of the current JPA.

Compliance: Earlier this month, staff collected samples under the Residential Sampling Plan as approved by Gina Morrison of the North Coast Regional Water Quality Control Board. The attached letter from the State Water Resources Control Board indicates that if payment of the unpaid outstanding balance of \$26,566 is not received on or before May 9, this amount will be turned over to a collection agency. Staff anticipate having lab results by the meeting time on April 19. If those lab results indicate that either of these residential wells have potentially been adversely impacted by the landfill, staff would recommend immediate payment of this balance. If the lab results do not appear to indicate an impact to these wells, staff will work with Lawrence & Associates to promptly compile a report describing how these results do not indicate that these wells are impacted, and that the Regional Water Quality Control Board staff would be justified in reducing the Threat/Complexity rating, and thus the amount of this fee. Generally, staff believe that obtaining a refund of a payment made would be much less likely than retaining those funds if payment is not actually required.

Programs / Policies / Community Outreach: The Green Ribbon Awards for 2015 were presented during the Youth and Family Fair on April 16th. Authority staff led by Facilities and Programs Coordinator Kayleen Warner worked with the Youth and Family Fair Committee and staff from Recology Del Norte during this event to promote recycling, reuse, and composting.

Administration: On April 5th, the Authority Board selected Eli Naffah to be the Public Commissioner for a two year term. In coming weeks, staff will request that the City Council and Board of Supervisors approve this appointment.

Agenda item 6.2 is a possible modification of the Joint Powers Agreement to reduce the variety of circumstances that require actions of the Authority Board to also be ratified by the City Council and Board of Supervisors.

Personnel / Staffing: All Authority-managed facilities were open during posted hours and all shifts were covered. Temporary/part-time refuse site attendant Brigette Hintz has nearly complete her training. Linda Rump, who was hired at the same time declined the position after the first day of training. Darren Davis has been selected to replace Ms. Rump and his training starts during the last week in April.

Formal negotiations with SEIU Local 1021 representing the Del Norte Solid Waste Management Authority Employees began over three days last week. The proposed budget incorporates projected expenses associated with the current status of those negotiations.

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. As approved at the March Authority meeting, staff will present a grant proposal this evening to the Resource Advisory Council regarding a potential US Forest Service Title II project.
2. Continue training two temporary/part-time Refuse Site Attendants.
3. Analyzing and summarizing the results from water samples from two residential wells adjacent to the landfill property.
4. Continue uploading water quality data to the GeoTracker database.
5. Continue negotiations for an agreement with the Del Norte Solid Waste Management Authority Employee's Union / SEIU 1021.
6. 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.
7. Work with Shawn Slater and Creative Information Systems to set up computer equipment and updated scale management software. Continue to work with Creative Information Systems and X-Charge regarding accounting for oil payments.
8. Support the Klamath River Cleanup on April 23rd.
9. Submit staff reports and related documents to the City Council and Board of Supervisors seeking approval regarding Public Commissioner Eli Naffah, the Authority's proposed budget for FY 16/17, and possible approval of the Second Amended Joint Powers Agreement.
10. Conduct inspections of certified oil recycling centers in Del Norte County, as required under CalRecycle's Oil Payment Program.
11. 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.



EDMUND G. BROWN JR.
GOVERNOR

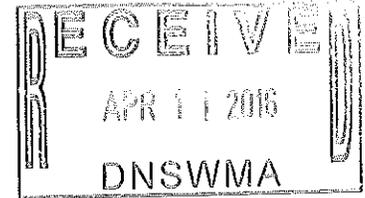


MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

April 7, 2016

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



RE: PAST DUE WASTE WATER PERMIT FEES, WDID # 1A77002ODN

One or more invoices for permit fees for your facility are past due. Failure to pay the required permit fee is a violation of Water Code Section 13261. If payment for all past due invoices is not received by May 9, 2016, your invoices will be referred to a private collection agency for collection.

If you have any questions or would like copies of the past due invoices, please send an email to FeeBranch@waterboards.ca.gov or contact the Fee Branch at (916) 341-5247.

Sincerely,

Glen Osterhage
Fee Branch Manager
Division of Administrative Services
State Water Resources Control Board

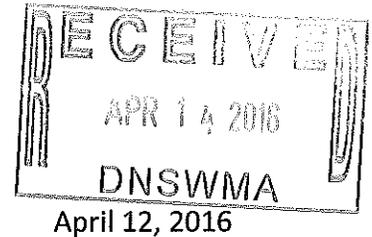
FELICIA MARCUS, CHAIR | THOMAS HOWARD, EXECUTIVE DIRECTOR

1001 I Street, Sacramento, CA 95814 | Mailing Address: P.O. Box 100, Sacramento, Ca 95812-0100 | www.waterboards.ca.gov



Sequoia Park Zoo ❖ 3414 "W" Street Eureka, CA 95503 ❖ (707) 441-4263

Tedd Ward
Del Norte Solid Waste Management Authority
1700 State St.
Crescent City, CA 95531



Dear Mr. Ward,

On behalf of the Sequoia Park Zoo Conservation Advisory Committee and our partners the U.S. Fish and Wildlife Service, Tolowa Dune Stewards, and California Department of Fish and Wildlife, we would like to thank the Board of the Del Norte Solid Waste Management Authority for waiving the dumpster and disposal fees for the 3rd annual Scotch Broom Bash that took place on March 19th. Despite the drizzle, a high spirited group of 28 volunteers from Humboldt and Del Norte Counties gathered at Pacific Shores to restore the coastal prairie habitat of Tolowa Dunes. We cleared 3 acres of Scotch broom, most of which were trees at least 4-inches in diameter, and we filled both of the dumpsters you provided.

We feel that the day was a success, not only in terms of the visible reduction in Scotch broom on the landscape, but also for the opportunities to develop working relationships and to educate people about Tolowa Dunes and the Oregon Silverspot Butterfly. Furthermore, Ken Mierzwa from GHD joined us, and informed us that our Scotch broom removal efforts have been valuable in reducing the recruitment of Scotch broom seeds into wetlands being restored as part of the airport mitigation project. Thank you again for generously supporting this habitat restoration and community-building event. Together, we are making a significant contribution to the restoration of native coastal habitats.

Sincerely,

A handwritten signature in cursive script that reads "Christine Damiani".

Christine Damiani
Sequoia Park Zoo
Conservation Advisory Committee

Solid Waste
Balance Sheet
February 29, 2016

Unaudited

ASSETS

422 010 00000	Cash Solid Waste	604,384.76
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	3,802,270.76

LIABILITIES AND FUND EQUITY

		15.17
422 010 05105	Sales Tax Payable	15.17
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	1,914,821.55
	Expenditure	(1,860,811.53)
	Total Liabilities and Fund Equity	3,802,270.76

DNSWMA			
GRAND TOTALS			
MARCH 2016			
	Amount to 422-421 91003	Amount to 422-421 91004	TOTAL AMOUNT
	66.53%	33.47%	
DNCTS Cash Total	25,013.92	12,584.04	37,597.96
DNCTS Charge Total	115,004.15	57,856.44	172,860.59
DNCTS Credit/Debit	16,497.49	8,299.58	24,797.07
DNCTS Totals	156,515.56	78,740.06	235,255.62
Klamath Cash Total		2,719.41	2,719.41
Klamath Charge Total		368.48	368.48
Klamath Totals		3,087.89	3,087.89
Gasquet Cash Total		909.55	909.55
Gasquet Charge Total		0.00	0.00
Gasquet Totals		909.55	909.55
Adjustments			
GRAND TOTALS	156,515.56	82,737.50	239,253.06

2.4

MONTHLY SPLIT SHEET
DNSWMA TRANSFER STATION
MONTH: March 2016

Date	Cash	Checks	Cash/Check Total	Visa	Master	Discover	AmExp	Credit Card Total	Charges	Grand Total	66.53% 91003	33.47% 91004	20286	Total
1	\$ 448.24	\$ 42.64	\$ 490.88	\$ 478.22	\$ 42.64			\$ 520.86	\$ 7,883.00	\$ 8,894.74	\$ 326.58	\$ 164.30		\$ 490.88
2	\$ 1,064.67	\$ 49.62	\$ 1,114.29	\$ 493.70	\$ 3.32	\$ 103.72		\$ 600.74	\$ 4,881.53	\$ 6,596.56	\$ 741.34	\$ 372.95	\$ 0.05	\$ 1,114.34
3	\$ 1,393.89	\$ 316.07	\$ 1,709.96	\$ 842.45	\$ 19.31			\$ 861.76	\$ 8,073.84	\$ 10,645.56	\$ 1,137.64	\$ 572.32	\$ (0.08)	\$ 1,709.88
4	\$ 1,802.17	\$ 34.11	\$ 1,836.28	\$ 681.22		\$ 12.79	\$ 17.06	\$ 711.07	\$ 5,682.77	\$ 8,230.12	\$ 1,221.68	\$ 614.60	\$ 0.99	\$ 1,837.27
5	\$ 606.74	\$ 50.18	\$ 656.92	\$ 580.10	\$ 36.96			\$ 617.06	\$ 895.56	\$ 2,169.54	\$ 437.05	\$ 219.87	\$ (0.04)	\$ 656.88
6	\$ 1,045.29	\$ 15.28	\$ 1,060.57	\$ 554.82	\$ 14.20			\$ 569.02	\$ 1,609.15	\$ 3,238.74	\$ 705.60	\$ 354.97	\$ (0.02)	\$ 1,060.55
7	\$ 1,596.16		\$ 1,596.16	\$ 602.34	\$ 67.48			\$ 669.82	\$ 8,996.78	\$ 11,262.76	\$ 1,061.93	\$ 534.23	\$ (0.35)	\$ 1,595.81
8	\$ 608.57	\$ 48.90	\$ 657.47	\$ 504.94	\$ 119.40	\$ 72.50		\$ 696.84	\$ 7,445.89	\$ 8,798.20	\$ 436.08	\$ 219.39	\$ 0.47	\$ 655.94
9	\$ 694.79	\$ 21.32	\$ 716.11	\$ 506.14	\$ 27.00			\$ 533.14	\$ 3,988.88	\$ 5,238.13	\$ 476.43	\$ 239.68	\$ 1.00	\$ 717.11
10	\$ 1,191.53	\$ 672.96	\$ 1,864.49	\$ 773.68	\$ 14.22			\$ 787.90	\$ 7,306.84	\$ 9,959.23	\$ 1,240.45	\$ 624.04	\$ 0.06	\$ 1,864.55
11	\$ 717.94	\$ 41.22	\$ 759.16	\$ 574.92	\$ 22.75		\$ 17.06	\$ 603.17	\$ 6,031.71	\$ 7,495.60	\$ 505.07	\$ 254.09		\$ 759.16
12	\$ 1,184.24	\$ 127.92	\$ 1,312.16	\$ 735.64	\$ 147.84			\$ 883.48	\$ 187.64	\$ 2,383.28	\$ 872.98	\$ 439.18	\$ 0.28	\$ 1,312.44
13	\$ 517.61	\$ 105.49	\$ 623.10	\$ 272.58				\$ 272.58	\$ 1,167.04	\$ 2,062.72	\$ 414.55	\$ 208.55		\$ 623.10
14	\$ 696.19	\$ 48.90	\$ 745.09	\$ 576.83		\$ 9.95		\$ 586.78	\$ 6,857.08	\$ 8,186.95	\$ 494.38	\$ 248.71		\$ 743.09
15	\$ 931.40	\$ 126.26	\$ 1,057.66	\$ 819.49	\$ 66.16		\$ 22.74	\$ 908.39	\$ 8,359.72	\$ 10,325.77	\$ 703.66	\$ 354.00	\$ 6.00	\$ 1,063.66
16	\$ 1,237.01	\$ 199.01	\$ 1,436.02	\$ 1,082.53	\$ 18.48		\$ 92.40	\$ 1,193.41	\$ 4,957.51	\$ 7,586.94	\$ 955.38	\$ 480.64	\$ 10.48	\$ 1,446.50
17	\$ 1,183.71	\$ 177.43	\$ 1,361.14	\$ 1,383.47	\$ 79.60		\$ 12.48	\$ 1,475.55	\$ 8,733.19	\$ 11,569.88	\$ 905.57	\$ 455.57	\$ 0.35	\$ 1,361.49
18	\$ 1,614.60	\$ 101.00	\$ 1,715.60	\$ 838.21				\$ 838.21	\$ 8,174.47	\$ 10,728.28	\$ 1,141.39	\$ 574.21	\$ 0.06	\$ 1,715.66
19	\$ 1,687.66	\$ 377.48	\$ 2,065.14	\$ 1,046.41	\$ 39.80			\$ 1,086.21	\$ 2,256.16	\$ 5,407.51	\$ 1,373.94	\$ 691.20	\$ (0.07)	\$ 2,065.07
20	\$ 921.21	\$ 414.31	\$ 1,335.52	\$ 475.62	\$ 66.40		\$ 7.11	\$ 549.13	\$ 191.87	\$ 2,076.52	\$ 888.52	\$ 447.00	\$ 0.16	\$ 1,335.68
21	\$ 555.95	\$ 103.39	\$ 659.34	\$ 611.62				\$ 611.62	\$ 6,352.78	\$ 7,623.74	\$ 438.66	\$ 220.68		\$ 659.34
22	\$ 897.88	\$ 110.88	\$ 1,008.76	\$ 761.23	\$ 168.15			\$ 923.38	\$ 7,059.05	\$ 8,997.19	\$ 671.13	\$ 337.63	\$ (4.05)	\$ 1,004.71
23	\$ 835.84	\$ 55.41	\$ 891.25	\$ 586.50	\$ 10.42			\$ 596.92	\$ 4,906.53	\$ 6,394.70	\$ 592.95	\$ 298.30	\$ (7.42)	\$ 883.83
24	\$ 1,226.19	\$ 91.06	\$ 1,317.25	\$ 624.41	\$ 7.10			\$ 631.51	\$ 8,023.55	\$ 9,972.31	\$ 876.37	\$ 440.88	\$ 1.72	\$ 1,318.97
25	\$ 1,391.47	\$ 89.55	\$ 1,481.02	\$ 1,353.99	\$ 41.22	\$ 9.95		\$ 1,405.16	\$ 7,767.94	\$ 10,655.52	\$ 985.32	\$ 495.70	\$ 0.05	\$ 1,481.07
26	\$ 1,257.19	\$ 108.67	\$ 1,365.86	\$ 1,129.74	\$ 47.07			\$ 1,176.81	\$ 820.96	\$ 3,363.63	\$ 908.71	\$ 457.15		\$ 1,365.86
27	CLOSED		\$					\$		\$				\$
28	\$ 1,552.29	\$ 277.85	\$ 1,830.14	\$ 949.91	\$ 162.06	\$ 31.04		\$ 1,161.71	\$ 9,829.00	\$ 12,820.35	\$ 1,217.59	\$ 612.55	\$ 0.04	\$ 1,830.18
29	\$ 1,374.29	\$ 53.77	\$ 1,428.06	\$ 946.95	\$ 20.20			\$ 967.15	\$ 8,442.68	\$ 10,837.89	\$ 950.09	\$ 477.97	\$ 2.12	\$ 1,430.18
30	\$ 1,489.90	\$ 219.96	\$ 1,709.86	\$ 874.15	\$ 93.80		\$ 4.98	\$ 972.93	\$ 7,884.34	\$ 10,567.13	\$ 1,137.57	\$ 572.29	\$ 0.05	\$ 1,709.91
31	\$ 1,617.84	\$ 178.86	\$ 1,796.70	\$ 1,309.82	\$ 4.48		\$ 53.10	\$ 1,367.20	\$ 8,093.73	\$ 11,257.63	\$ 1,195.34	\$ 601.36	\$ 0.17	\$ 1,796.87
TOTALS	\$ 33,342.46	\$ 4,255.50	\$ 37,597.96	\$ 22,971.43	\$ 1,340.06	\$ 239.95	\$ 245.63	\$ 24,797.07	\$ 172,860.59	\$ 235,255.62	\$ 25,013.92	\$ 12,584.04	\$ 12.02	\$ 37,609.98

03/11/16 - Shortage paid from 02/26/16 for \$47.29, collected through DNSWMA office

DAILY TICKET REPORT				
DNSWMA TRANSFER STATION				
MONTH: March 2016				
Date	BEGIN	END	VOIDED TICKETS	TICKET COUNT
1	865860	865939	1	79
2	865940	866072		133
3	866073	866237		165
4	866238	866402		165
5	866403	866490		88
6	866491	866614	1	123
7	866615	866801	1	186
8	866802	866909		108
9	866910	867005		96
10	867006	867161	2	154
11	867162	867265		104
12	867266	867389	1	123
13	867390	867458		69
14	867459	867572		114
15	867573	867727		155
16	867728	867918	1	190
17	867919	868099		181
18	868100	868276		177
19	868277	868463		187
20	868464	868590		127
21	868591	868693		103
22	868694	868828	1	134
23	868829	868960		132
24	868961	869114		154
25	869115	869314		200
26	869315	869502		188
27	CLOSED			
28	869503	869726		224
29	869727	869916		190
30	869917	870104		188
31	870105	870326		222
TOTAL			8	4459

DNSWMA		
KLAMATH TRANSFER STATION - CASH		
March 2016		
Date	Amount to 422-421- 91004	TOTAL CASH AMOUNT
March 2, 2016	138.38	138.38
March 6, 2016	322.92	322.92
March 9, 2016	287.10	287.10
March 13, 2016	271.36	271.36
March 16, 2016	378.54	378.54
March 20, 2016	304.98	304.98
March 23, 2016	251.87	251.87
March 27, 2016	CLOSED	
March 30, 2016	764.26	764.26
TOTALS	2,719.41	2,719.41

DNSWMA		
GASQUET TRANSFER STATION - CASH		
<u>Mar-16</u>		
Date	Amount to 422-421- 91004	TOTAL CASH AMOUNT
March 5, 2016	223.16	223.16
March 12, 2016	217.32	217.32
March 19, 2016	250.44	250.44
March 26, 2016	218.63	218.63
TOTALS	909.55	909.55
		0.00

DNSWMA									
KLAMATH TRANSFER STATION - DEPOSITS									
March-2016									
Date	Cash	Checks	Deposit	Over / Short	Sales	TOTAL Sales	Charges	Tickets	
March 2, 2016	138.38		138.38	0.00	138.38	138.38	0.00	13	
March 6, 2016	322.92		322.92	1.11	321.81	322.92	0.00	21	
March 9, 2016	229.07	58.03	287.10	1.00	286.10	287.10	217.35	27	
March 13, 2016	244.94	26.42	271.36	-0.10	271.46	271.36	0.00	25	
March 16, 2016	366.99	11.55	378.54	1.00	377.54	378.54	20.41	23	
March 20, 2016	304.98		304.98	0.00	304.98	304.98	0.00	31	
March 23, 2016	126.00	125.87	251.87	2.39	249.48	251.87	107.35	16	
March 27, 2016	CLOSED		0.00			0.00			
March 30, 2016	685.90	78.36	764.26	9.29	754.97	764.26	23.37	50	
TOTAL	\$ 2,419.18	\$ 300.23	\$ 2,719.41	\$ 14.69	\$ 2,704.72	\$ 2,719.41	\$ 368.48	206	

Department Budget Report

Fund: 422 Solid Waste
 Dept: 421 Solid Waste

Line	Proj	Description	13/14 Actual	14/15 Actual	Adopted	Revised	YTD Exp	Balance	%	16/17 Dept
20221	058	Printing	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
20221	059	Printing	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
20221	060	Printing-Oil Grant - 12/13	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
20221	061	Printing-Oil Grant 13/14	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
20221	062	Printing-Oil Grant 15/16	0.00	0.00	500.00	500.00	0.00	500.00	0	0.00
20221	063	Printing - Oil Grant 08/09	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
20221	065	Printing - DOC 14/15	0.00	0.00	0.00	4,500.00	0.00	4,500.00	0	0.00
20221	066	Printing - DOC Grant 08/09	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
20221	067	Printing-DOC Grant 12/13	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
20221	068	Printing- DOC 13/14	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
20221	069	Printing - DOC Grant 11/12	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
20221	074	Printing - Oil Grant 11/12	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
20221	075	Printing - Oil Grant 14/15	0.00	0.00	0.00	1,000.00	93.28	906.72	9.3	0.00
20221	079	Printing - DOC Grant 15/16	0.00	0.00	0.00	3,000.00	0.00	3,000.00	0	0.00
20223		Postage	1,389.64	1,348.00	1,400.00	1,400.00	809.99	590.01	57.9	0.00
20224		Office Supplies	7,406.07	4,971.66	5,000.00	5,000.00	4,748.46	251.54	95.0	0.00
20227		Books/Subscriptions	180.98	175.00	109.00	109.00	0.00	109.00	0	0.00
20230		Prof Serv-Co/City	19,132.56	9,047.48	10,000.00	10,000.00	1,565.16	8,434.84	15.7	0.00
20230	070	Prof Serv-Model Contract	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
20231		Prof Serv	78,517.99	11,156.30	20,400.00	31,900.00	19,381.41	12,518.59	60.8	0.00
20231	053	Prof Serv - DOC Grant 09/10	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
20231	055	Professional Services	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
20231	058	Professional Services	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
20231	059	Professional Services	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
20231	060	Prof Serv-Beverage Container	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
20231	064	Professional Services - HD 16C	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
20231	066	Prof Services - DOC Grant 08/09	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
20231	067	Prof Svc-DOC Grant 07/08	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
20231	068	Prof Svc-Beverage Container	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
20231	069	Prof Svc-Beverage Container	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
20231	078	Professional Services	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
20232		Prof Serv-Well Monitoring	28,000.00	54,712.71	25,000.00	33,500.00	24,710.70	8,769.30	73.8	0.00
20232	001	Prof Svc-LEA	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
20232	002	Data Processing - Software	0.00	1,271.62	500.00	1,000.00	592.33	407.67	59.2	0.00

Department Budget Report

Fund: 422 Solid Waste
 Dept: 421 Solid Waste

Line	Proj	Description	13/14 Actual	14/15 Actual	Adopted	Revised	YTD Exp	Balance	%	16/17 Dept
20233		Audit	8,850.00	9,200.00	9,500.00	8,500.00	7,350.00	1,150.00	86.5	0.00
20234		Legal Counsel	21,564.08	10,927.50	13,000.00	13,000.00	7,548.28	5,451.72	58.1	0.00
20235		Treasurer	18,255.00	10,000.00	5,000.00	7,000.00	5,440.00	1,560.00	77.7	0.00
20236		Security	413.76	2,990.89	500.00	687.00	620.84	66.16	90.4	0.00
20237		Credit Card Service Fees	8,260.65	10,859.01	13,500.00	13,500.00	9,985.36	3,514.64	74.0	0.00
20238		TS Collection	26,275.85	28,088.85	28,000.00	28,000.00	15,152.76	12,847.24	54.1	0.00
20239		Transfer Station Operations	1,811,574.24	1,858,361.82	1,840,000.00	1,840,000.00	1,259,338.68	580,661.32	68.4	0.00
20239	001	Post Closure Maintenance	32,312.09	5,516.54	8,000.00	8,000.00	1,757.14	6,242.86	22.0	0.00
20240		Advertising/Publications	2,855.35	759.88	1,000.00	1,000.00	633.65	366.35	63.4	0.00
20240	053	Advertising - DOC Grant 09/10	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
20240	054	Advertising - Oil Grant 09/10	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
20240	055	Advertising	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
20240	056	Advertising - Oil grant 10/11	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
20240	057	Advertising - DOC Grant 10/11	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
20240	059	Advertising	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
20240	060	Advertising Oil Grant - 12/13	2,094.34	0.00	0.00	0.00	0.00	0.00	0	0.00
20240	061	Advertising Oil Grant 13/14	1,242.58	3,500.00	0.00	0.00	0.00	0.00	0	0.00
20240	062	Advertising-Oil Grant 15/16	0.00	0.00	2,000.00	2,000.00	814.90	1,185.10	40.7	0.00
20240	063	Advertising - Oil Grant 08/09	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
20240	064	Advertising - HD 16C	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
20240	065	Advertising - DOC 14/15	0.00	0.00	0.00	3,000.00	1,635.00	1,365.00	54.5	0.00
20240	066	Advertising - DOC Grant 08/09	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
20240	067	Advertising- DOC Grant 12/13	2,600.00	0.00	0.00	0.00	0.00	0.00	0	0.00
20240	068	Advertising - DOC 13/14	2,542.77	1,995.00	0.00	0.00	0.00	0.00	0	0.00
20240	069	Advertising - DOC Grant 11/12	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
20240	074	Advertising - Oil Grant 11/12	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
20240	075	Advertising - Oil Grant 14/15	0.00	1,023.26	0.00	2,476.00	2,476.00	0.00	100	0.00
20240	078	Advertising	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
20240	079	Advertising - DOC Grant 15/16	0.00	0.00	0.00	3,000.00	34.80	2,965.20	1.2	0.00
20250		Lease of Equipment	2,005.15	3,633.90	2,880.00	3,100.00	2,349.90	750.10	75.8	0.00
20251		Lease - Gasquet Transfer Station	644.53	654.84	650.00	662.00	661.39	0.61	99.9	0.00
20260		Rent-Office	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
20269		Lease Payment - Card Machine	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
20270		Minor Equipment	3,106.60	8,117.22	1,000.00	1,000.00	0.00	1,000.00	0	0.00

Department Budget Report

Fund: 422 Solid Waste
 Dept: 421 Solid Waste

Line	Proj	Description	13/14 Actual	14/15 Actual	Adopted	Revised	YTD Exp	Balance	%	16/17 Dept
90650	061	Oil Grant 13/14	-15,000.00	0.00	0.00	0.00	0.00	0.00	0	0.00
90650	062	Oil Grant 15/16	0.00	0.00	-15,000.00	-15,000.00	0.00	-15,000.00	0	0.00
90650	063	Oil Grant 08/09	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
90650	064	HD 16C Grant	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
90650	074	Oil Grant - 11/12	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
90650	075	Oil Grant - 14/15	0.00	-15,000.00	0.00	-7,910.00	0.00	-7,910.00	0	0.00
90650	078	HD 16F Grant	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
90650	079	DOC Grant 15/16	0.00	0.00	0.00	-15,000.00	0.00	-15,000.00	0	0.00
90830		Closure/Post Closure Fee	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
91001		Tipping Fees	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
91002		Resource Recovery Infrastructure	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
91003		Gate Tipping Fees	-1,740,607.87	-1,792,523.92	-1,800,000.00	-1,800,000.00	-1,279,732.90	-520,267.10	71.1	0.00
91003	099	Gate Tipping Fees - Prior Yr	-407.24	-183.68	0.00	0.00	-156.86	156.86	0	0.00
91004		Authority Service Fees	-954,136.40	-972,108.98	-997,000.00	-997,000.00	-687,805.22	-309,194.78	69.0	0.00
91004	099	DNSWMA Tipping Fees - Prior Yr	-5,697.29	-92.41	0.00	0.00	-78.91	78.91	0	0.00
91070		Operating Transfer in (from 608)	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
91070	025	Op Tran in from County (Loan)	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
91075	025	Op Transfer in from County	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
91121		Misc Reimbursements	-1,914.53	-1,129.97	-1,000.00	-1,000.00	-464.05	-535.95	46.4	0.00
91121	123	Bad Check Fee Reimb	-100.00	-150.00	-100.00	-100.00	-150.00	50.00	150	0.00
91122		Insurance Recovery	0.00	-7,764.00	0.00	0.00	0.00	0.00	0	0.00
91124		Misc Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
91129	053	Doc Grant 09/10	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
91129	057	DOC Grant 10/11	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
91129	065	DOC Grant 14/15	0.00	0.00	0.00	-15,000.00	-15,000.00	0.00	100	0.00
91129	066	DOC Grant 08/09	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
91129	067	DOC Grant - 12/13	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
91129	068	DOC Grant 13/14	-10,000.00	0.00	0.00	0.00	0.00	0.00	0	0.00
91129	069	DOC Grant 11/12	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
91130		Construction Loan	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00
		Net Cost	-2,971,882.38	-3,037,534.31	-3,056,900.00	-3,094,810.00	-2,160,059.45	-934,750.55		0.00
			33,584.06	-68,756.93	0.00	0.00	-66,202.80	66,202.80		0.00

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

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Affordable Home & Rental Rep.	23.89	0.00	0.00	0.00	0.00	23.89
Agricultural Commission(solid waste only)	18.48	0.00	0.00	0.00	0.00	18.48
Alexandre EcoDairy Farms	208.96	0.00	0.00	0.00	0.00	208.96
Atlas Field Services, Inc.	1,147.05	218.91	0.00	0.00	0.00	1,365.96
Babich Construction	78.18	0.00	0.00	0.00	0.00	78.18
Benner Mini Storage	57.78	0.00	0.00	0.00	0.00	57.78
Borges Dairy	260.13	228.86	506.06	0.00	0.00	995.05
Brown, Hector	747.72	0.00	0.00	0.00	0.00	747.72
Cal-Ore LIFE FLIGHT	0.00	56.86	0.00	0.00	0.00	56.86
California Auto Image	307.05	0.00	0.00	0.00	0.00	307.05
California Dept. of Fish & Wildlife	0.00	33.02	0.00	0.00	0.00	33.02
California Dept. Parks & Rec.	635.38	0.00	0.00	0.00	0.00	635.38
Castlerock Countertop's	41.23	0.00	0.00	0.00	0.00	41.23
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
City of Crescent City.	25.59	0.00	0.00	0.00	0.00	25.59
College of the Redwoods	34.11	0.00	0.00	0.00	0.00	34.11
Cornerstone Assembly of God	93.90	0.00	0.00	0.00	0.00	93.90
Crescent Ace Hardware.	338.31	0.00	0.00	0.00	0.00	338.31
Crescent City KOA	152.09	0.00	0.00	0.00	0.00	152.09
Crescent Fire Protection Dist.	51.17	0.00	0.00	0.00	0.00	51.17
Crescent Senior Estates	14.44	0.00	0.00	0.00	0.00	14.44
Del Norte Realty	85.29	345.08	0.00	0.00	0.00	430.37
DN Unified School District	104.87	0.00	0.00	0.00	0.00	104.87
Elk Valley Casino	187.63	0.00	0.00	0.00	0.00	187.63
Elk Valley Rancheria	140.17	0.00	0.00	0.00	0.00	140.17
Elk Valley Storage	29.85	36.96	0.00	0.00	0.00	66.81
Ellers Fort Dick Market	247.35	254.44	0.00	0.00	0.00	501.79
G. H. Outreach	273.52	283.58	0.00	0.00	0.00	557.10
Golden State Construction	190.48	0.00	0.00	0.00	0.00	190.48
GR Construction	98.08	0.00	0.00	0.00	0.00	98.08
Green Scapes	198.94	72.21	0.00	0.00	0.00	271.15
Griffin's Furniture Outlet	88.63	0.00	0.00	0.00	0.00	88.63
Hambro/Waste Solutions Group	65.15	0.00	0.00	0.00	0.00	65.15
Hartley Construction	621.19	0.00	0.00	0.00	0.00	621.19
HASP / Jordan Recovery Centers	111.53	0.00	0.00	0.00	0.00	111.53
Hemmingsen Contracting Company	523.11	0.00	0.00	0.00	0.00	523.11
Hintz Construction*CLOSED*	0.00	0.00	0.00	0.00	127.60	127.60
Hiouchi Community Fellowship	69.65	14.20	0.00	0.00	0.00	83.85
Humboldt Moving & Storage	35.54	0.00	0.00	0.00	0.00	35.54
Investment Realty	390.39	0.00	0.00	0.00	0.00	390.39
Kays, Matthew J.	13.45	0.00	0.00	0.00	0.00	13.45
Kirkland's Lawn & Yard Service	304.17	0.00	0.00	0.00	0.00	304.17
Kraft, Tom & Patti	42.38	0.00	0.00	0.00	0.00	42.38
Larson Services	39.80	11.37	0.00	0.00	0.00	51.17
Madrone Court	34.11	0.00	0.00	0.00	0.00	34.11
Mark Wooding Construction	0.00	0.00	0.00	0.00	-120.00	-120.00
Mastaloudis Homes Inc.	71.82	21.47	0.00	0.00	0.00	93.29
Ming Tree Real Estate	0.00	0.00	0.00	0.00	-16.10	-16.10
Mountain Power Tree Co	28.16	18.48	0.00	0.00	0.00	46.64
Mow Blow and Go	101.05	0.00	0.00	0.00	0.00	101.05
Murray Construction	667.18	0.00	0.00	0.00	0.00	667.18
New Dawn Support Services	215.60	0.00	0.00	0.00	0.00	215.60
Niehoff Construction	0.00	203.28	0.00	0.00	0.00	203.28
Norbury Construction *CLOSED*	0.00	0.00	0.00	0.00	116.70	116.70
North Woods Realty	8.53	0.00	0.00	0.00	0.00	8.53
Northridge Electric	68.22	0.00	0.00	0.00	0.00	68.22
Pacific Northwest Physical Therapy	52.40	0.00	0.00	0.00	0.00	52.40
Pappas Dry Wall	139.30	0.00	0.00	0.00	0.00	139.30
Parkway Feed	135.04	0.00	0.00	0.00	0.00	135.04
Peasley's Property Mang.	22.74	0.00	0.00	0.00	0.00	22.74
Pelican Bay Evangelical Free Church	7.10	7.11	0.00	0.00	0.00	14.21
Pelican Bay Roofing Co.	1,024.90	0.00	0.00	0.00	0.00	1,024.90
Plunkett's Family Painting	95.23	8.96	0.00	0.00	0.00	104.19
Porter's Trucking *CLOSED*	0.00	0.00	0.00	0.00	2,033.84	2,033.84
Ray's Mobile Home Service	130.77	0.00	0.00	0.00	0.00	130.77

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

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
Recology Del Norte (Franchise)	108,359.69	0.00	0.00	0.00	0.00	108,359.69
Recology Del Norte (Prison)	14,881.67	0.00	0.00	0.00	0.00	14,881.67
Red Sky Roofing	12,201.93	9,302.19	0.00	0.00	0.00	21,504.12
Redwood Community Action Agency	181.96	0.00	45.49	0.00	0.00	227.45
Redwood National Park	785.50	0.00	0.00	0.00	0.00	785.50
Reservation Ranch	1,076.08	1,031.44	1,147.15	0.00	0.00	3,254.67
Richard Brown Construction	27.01	0.00	0.00	0.00	0.00	27.01
Richterich & Jones Const	385.25	0.00	0.00	0.00	0.00	385.25
Rick Parker Construction	135.04	0.00	0.00	0.00	0.00	135.04
Ritchie Homes	149.26	0.00	0.00	0.00	0.00	149.26
Roy Rook Construction	162.05	0.00	0.00	0.00	0.00	162.05
S.O.S. Construction	236.61	0.00	0.00	0.00	0.00	236.61
Seawood Village	2,463.12	0.00	0.00	0.00	0.00	2,463.12
Shangri-La Trailer Court	265.83	0.00	0.00	0.00	0.00	265.83
Smith River Equipment	3,870.73	0.00	0.00	0.00	0.00	3,870.73
Smith River Rancheria	113.72	150.68	39.80	0.00	0.00	304.20
Sprint Courier Service	133.97	0.00	0.00	0.00	0.00	133.97
Spruce Haven Mobile Home Park	81.03	0.00	0.00	0.00	0.00	81.03
St. Vincent de Paul	58.28	0.00	0.00	0.00	0.00	58.28
Steel	39.01	0.00	0.00	0.00	0.00	39.01
Stephen F White Gen.Cont. Inc.	85.29	0.00	0.00	0.00	0.00	85.29
Stone Roofing	7,418.83	0.00	0.00	0.00	0.00	7,418.83
Swanson, Ray C. Construction	324.10	0.00	0.00	0.00	0.00	324.10
Tab & Associates	364.28	0.00	0.00	0.00	0.00	364.28
Thrifty Supply	29.51	0.00	0.00	0.00	0.00	29.51
Tim Haban Construction	221.76	0.00	0.00	0.00	0.00	221.76
Van Arsdale Construction	574.21	0.00	0.00	0.00	0.00	574.21
Van Nocker's Cleaning	4.26	0.00	0.00	0.00	0.00	4.26
Wigley Contracting	36.96	0.00	0.00	0.00	0.00	36.96
Winn's Maintance Service	0.00	0.00	0.00	0.00	-25.00	-25.00
Yurok Economic Dev Corp	313.15	26.32	0.00	0.00	0.00	339.47
Yurok Indian Housing Authority	55.33	0.00	0.00	0.00	0.00	55.33
Yurok Tribe	1,906.23	0.00	0.00	0.00	0.00	1,906.23
TOTAL	167,840.43	12,325.42	1,738.50	0.00	2,136.70	184,041.05

AUTHORITY REVENUE REPORT August 2015

Source		2014/2015		2015/2016	
Authority		Actual Annual		Budget/Month	
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)	\$ 94,614.42	\$ 11,531.09	
August	\$ 89,437.87	\$ 2,718.16	\$ 92,156.03	\$ 9,072.70	
September	\$ 84,704.53	\$ 7,278.67	\$ 91,983.20	\$ 8,899.87	
October	\$ 83,098.23	\$ 7,306.85	\$ 90,405.08	\$ 7,321.75	
November	\$ 72,572.43	\$ 2,069.22	\$ 74,641.65	\$ (8,441.68)	
December	\$ 76,859.33	\$ (3,776.33)	\$ 73,083.00	\$ (10,000.33)	
January	\$ 84,970.65	\$ (9,140.42)	\$ 75,830.23	\$ (7,253.10)	
February	\$ 77,883.08	\$ 5,195.45	\$ 83,078.53	\$ (4.80)	
March	\$ 82,827.13	\$ (89.63)	\$ 82,737.50	\$ (345.83)	
April	\$ 79,373.56	\$ -			
May	\$ 85,383.19	\$ -			
June	\$ 89,663.96	\$ -			
Total	\$ 1,002,778.17	\$ 10,172.18	\$ 758,529.64	\$ 10,779.64	

Over last year at this point

1.42%

Ahead of budget

AUTHORITY REVENUE REPORT August 2015

2015/2016

Source 2014/2015
Franchise Fee Actual Annual

		Budget/Month	Budget/Year
		\$ 20,166.67	\$ 242,000.00
		Actual//Month	Over/Under Budget
July	\$ 19,500.00	\$ 19,500.00	\$ (666.67)
August	\$ 24,126.00	\$ 24,126.00	\$ 3,959.33
September	\$ 25,288.00	\$ 25,288.00	\$ 5,121.33
October	\$ 22,618.00	\$ 22,618.00	\$ 2,451.33
November	\$ 21,387.00	\$ 21,387.00	\$ 1,220.33
December	\$ 20,803.00	\$ 20,803.00	\$ 636.33
January	\$ 20,780.00	\$ 20,780.00	\$ 613.33
February	\$ 20,827.00	\$ 20,827.00	\$ 660.33
March	\$ 21,438.00	\$ 21,438.00	\$ 1,271.33
April			
May			
June			
Total	\$ 196,767.00	\$ 196,767.00	\$ 15,267.00

Over last year at this point

7.76%
Ahead of budget

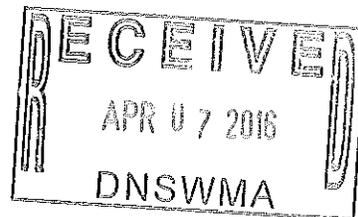


P.O. Box 159 445 Elk Valley Road
Crescent City, CA 95531

(707)464-6131
Fax (707)464-9375

April 7, 2016

Tedd Ward, Director
Del Norte Solid Waste Management Authority
391 Front Street
Crescent City, CA 95531



Dear Tedd,

This letter is in regard to the extension of the Agreement for the Operation of a Transfer Station, Recovery, Transportation and Disposal of Waste, dated March 3, 2003 ("Agreement"). After reviewing the contract further we have some concerns and recommendations which we had not previously addressed but which we would like to discuss.

First, we believe that the appropriate mechanism to accomplish an extension of the Agreement's term to March 3, 2038 needs to be a formal amendment to the Agreement. According to the terms of the Agreement, a change order is appropriate for modifications to the scope of work and or pricing changes. Therefore specific to our negotiations, as to the addition of textile recycling and any contract price increases, a change order seems appropriate.

Second, as we have discussed, we have serious concerns about the Authority's ability to unilaterally cancel the Agreement. These concerns are intensified by the contemplated 10-year extension. In particular, Division I, Section 2, provides, in part, as follows:

The term of this Operations Agreement is to be for 25 years after execution hereof though actual transfer station operations will not begin until notice by Authority to Arranger to commence operations (expected in 2003). The date of execution of this Agreement shall be deemed the Effective Date of this Agreement. ***The Authority reserves the right to terminate the Agreement unilaterally at any time with 12 months' notice after the 15th year of the execution of the Agreement.***

The highlighted language permits the Authority, *at its sole discretion*, to terminate the Agreement with 12 months' notice beginning on March 3, 2018, until the end of the term (*i.e.*, March 3, 2028). If the extension is ultimately agreed to, the period of unilateral cancellation would be extended from 10 to 20 years. Such a circumstance creates a substantial risk to our business and the ability to receive the expected benefits of the Agreement.

To remedy this, we propose that the above-emphasized language be stricken from the Agreement. The Authority retains the right to terminate the Agreement in the Event of Default or Breach, as that term is defined in the Agreement.

In addition to the highlighted language above, the provision related to the cancellation of services, contained on pages 18-19 of the Agreement, likewise provides the Authority a unilateral right to terminate the Agreement. The provision provides:

5.1

Authority retains the right to cancel any services contained in this Agreement for convenience at any time at its sole discretion prior to expiration of the term or conclusion of work provided for herein. In the event of such cancellation, Authority shall notify Arranger in writing at least thirty (30) days in advance of cancellation date. Arranger may petition Authority within one hundred eighty (180) days of receiving notification of cancellation for recovery of reasonable costs of fixed obligations and wind-down costs as a direct result of cancelled service. If Authority and Arranger cannot agree on reasonable costs, either party may submit the dispute to binding arbitration pursuant to Division IV section 6 of this Agreement.

As you and I have discussed, it is our opinion that this provision is vague and ambiguous as to the extent of the Authority's ability to cancel services. I understand you disagree with my conclusion and that you interpret the provision to mean that only particular services, short of all services, may be cancelled. However, the Agreement does state that "any services" may be cancelled.

We propose that the above-language be stricken from the Agreement. As above, the risk of unilateral cancellation creates a significant risk to our company. Removing the language does not eliminate the Authority's ability to reduce the Scope of Work, as the provisions regarding Change Orders encompass reductions in services. We feel more comfortable subjecting service reductions to the change order process than allowing unilateral reductions based upon convenience.

We also need to bring to your attention the letter from Dry Creek Landfill which we received notification of after our initial meeting with the Authority Board. We would propose that the increase in their costs caused by increased fees due DEQ and being passed on to us are also just a pass through increase to the Authority. As this is a legislated change we believe this is a fair request.

Lastly, we would like to discuss with you the significant increase in operational costs that will result when the new minimum wage law goes into effect on January 1, 2017. As you are likely aware, the law for corporations having less than 25 employees increases the minimum wage \$0.50 per year in 2018 and 2019 and a dollar per year in 2020, 2021, 2022 and 2023, resulting in an eventual \$5.00 per hour minimum wage increase. The CPI escalations built into the Agreement will not adequately address the increased costs and a Special Fee Review will likely be necessary as the new law will "increase the total cost of [my] operation by more than five (5) percent." (See subsection B on page 37 of the Agreement.)

If you would like, we can prepare a formal amendment to the Agreement and Change Order once we have had a chance to discuss the language and or run it past the Authority Board.

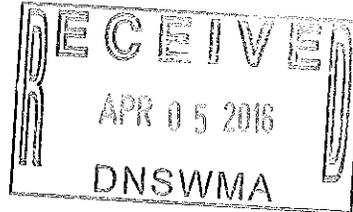
Please also note I have attached the proposed amendment to the Dry Creek Landfill should you or your board wish to review it prior to both parties signing off on it. This will occur once the Agreement for the Operations of the Transfer Station has been completed.

Sincerely yours,


Wes White

April 5, 2016

Mr. Wes White
Hambro WSG, Inc.
445 Elk Valley Rd
Crescent City, CA 95531



PO Box 3187
Central Point OR 97502
541 779 4161
Fax 541 779 4366

RE: DEQ Disposal Fee Increase

Dear Wes,

Per your telephone conversation with Garry Penning last Wednesday, Dry Creek Landfill, Inc. would like to notify your company of an impending rate increase at the landfill. This increase is directly attributable to the recent passage of Senate Bill 245 by the Oregon legislature, which increases the portion of landfill tipping fees dedicated to funding the Oregon Department of Environmental Quality's (DEQ) Solid Waste programs. The increase amounts to \$0.58 per ton, effective July 1, 2016. A second increase of \$0.07 per ton will take effect on July 1, 2019. These rate increases will be in addition to our normal July 1st CPI rate increase.

For more information about this regulatory fee increase, please see the attached summary from DEQ.

The staff of Dry Creek Landfill, Inc. wishes to thank you for your continued cooperation in our effort to serve the community's solid waste needs in a cost-effective manner.

Sincerely,

A handwritten signature in cursive script that reads "Lee Fortier". The signature is written in dark ink and is positioned above the printed name.

Lee Fortier, P.E.
General Manager
Dry Creek Landfill, Inc.



Summary: Senate Bill 245 Chapter 662, Oregon Laws 2015

Oregon Department of Environmental Quality
Materials Management
811 SW 6th Avenue
Portland, OR 97204

Contact: Peter Spendelow spendelow.peter@deq.state.or.us 503-229-5253

Senate Bill 245, passed by the Oregon Legislature in 2015, is intended to provide stable funding to the Department of Environmental Quality's Materials Management Program. The bill's key features include:

- 1) Increase the maximum allowable solid waste disposal tipping fee charged to municipal landfills, energy recovery facilities, and waste exporters from \$0.81 per ton to \$1.18 per ton, effective July 1, 2016 [Section 6(1)].
- 2) Establish a partial rebate of the tipping fee increase, up to \$0.28 per ton, for waste generated in the nine most economically distressed counties in Oregon each year. Generally, DEQ will pay the rebates to the distressed counties to conduct materials management work or reduce local disposal fees [Section 6a].
- 3) Establish a fee adjustment mechanism for the solid waste tipping fee to allow stable funding based on the legislatively-approved budget for the program [Section 6].
- 4) Establish that tipping fees can fund the update and implementation of the statewide integrated solid waste management plan, including activities to reduce the environmental and human health impact of materials at all stages of their life cycle [Section 7].
- 5) Eliminate the per-ton Permit Recycling Fee, while establishing that the per-ton Permit Compliance Fee that landfills and energy recovery facilities pay is to fund only oversight activities related to solid waste disposal sites. [Section 1]. The rate charged for the Permit Compliance Fee is set by rule rather than in statute, but as a related note, the DEQ budget passed in 2015 allows raising the per ton permit fees from a combined \$0.30 per ton to \$0.58 per ton.
- 6) Extend the solid waste disposal tipping fee and the orphan site fee to demolition landfills and tire landfills, effective July 1, 2019 [Sections 12, 13].
- 7) Authorize the Environmental Quality Commission to establish a per-ton tipping fee on feedstock sent to composting facilities if certain conditions are met. Practically, such fees could not be imposed prior to 2019 [Section 4]. Any such fee must be at least \$0.81 per ton lower than the tipping fee on municipal solid waste [Section 6].
- 8) Require a report to the Legislature by October 1, 2022 on longer term funding options [Section 18].

The enrolled version of Senate Bill 245 is available at:
<https://olis.lcg.state.or.us/liz/2015R1/Downloads/MeasureDocument/SB245/Enrolled>

Disposal Fees - Proposed Changes		
Fee Type	Current Fees (1994-2016)	Proposed Fees (July 1, 2016 or later)*
Tipping fees	\$0.81 /ton	\$1.18 /ton
Permit compliance fee	\$0.21 / ton	\$0.58 /ton
Permit recycling fee	\$0.09 /ton	eliminated
Orphan site fee	\$0.13 /ton	\$0.13 /ton (no change)
Total	\$1.24 /ton	\$1.89 /ton

*The increase in the tipping fee may be phased in over a few-year period



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: 15 April 2016
To: Commissioners of the Del Norte Solid Waste Management Authority
From: Tedd Ward, M.S. – Director *Tedd*
Del Norte Solid Waste Management Authority
File Number: 022102 – Authority Budget
Topic: Review of Budget Status for Fiscal Year 15/16 and Process for Preparing the Authority Budget for FY 16/17

Recommendation: That the Authority Board take the following actions:

1. Review and provide comments on the proposed budget for Fiscal Year 2016/2017.
2. Direct staff to transmit the proposed budget to the Del Norte County Board of Supervisors and the Crescent City Council as required under the Joint Powers Agreement and return with any written comments that are adopted by either of these boards.

Background: In order to provide context for preparing a draft budget for Fiscal Year 2016/2017, staff have included a summary of the status of the current (FY 15/16) year budget, including budget transfers. The budget for the Del Norte Solid Waste Management Authority is approved ahead of and separately from the County budget. The Authority budget is approved before June 30, whereas the final County budget is usually not approved until September or October.

Prior to final adoption of the Authority in June, the proposed budget will be presented to the Crescent City Council and the Del Norte County Board of Supervisors for comment. Any written comments approved by the City or the County will be brought to the Authority Board for consideration before adopting the final budget.

Analysis: The proposed balanced budget for Fiscal Year 2016/2017 is attached. If approved by the Authority Board, staff will follow up with a presentation to the City Council, possibly on May 2nd, and the Board of Supervisors, possibly on May 10th.

14 April 2016
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6.1

Any approved written comments provided by the City or County will be brought back to the Authority Board for consideration prior to adopting the final budget at the June 21st Authority Board meeting.

This staff report is intended to give an overview of the assumptions and projections to be used in the preparation of the Authority budget for Fiscal Year 2016/2017.

Projected Expenses

Thus proposed budget includes Salaries and Benefits determined using spreadsheets from the County Auditor's office to project salaries based on the current status of negotiations with SEIU Local 1021 representing employees of the Del Norte Solid Waste Management Authority.

Several of these amounts are projected by the Del Norte County Auditor's office, including depreciation and the "Interfund Cost Plan", which is the charge for our share of County services. This amount increased by over \$10,000 since the last fiscal year.

As part of this budgeting process, I have compared the adopted and revised budget for each budget line as well as year to date expenditures to identify spending trends and budget accordingly. Most operating expenses for next year will remain much the same as this year. There is a reduction in the projected expenses for professional services from the City and County as the Authority's Facilities and Programs Coordinator position has been filled and reduces the need for some services from County personnel.

Significant budget changes are associated with landfill obligations. The amount of State Fees budgeted would cover the Waste Discharge Fees for the Crescent City Landfill in the same amount as were assessed this year. At this time, the Authority is continuing its appeal of these fees, and continue to make efforts to have the Waste Discharge Fees reduced for the fiscal year 16/17. If those fees are reduced, that would improve the Authority's fiscal outlook for the coming year.

Professional service expenses are expected to decrease this coming year as there will be fewer needs for water quality engineering or landfill survey expenses. The potential transfer station floor repair expenses are not included in this budget at this time. Staff anticipate a minor reduction in legal expenses as negotiations with the employees union are not expected to continue next fiscal year. Treasurer expenses are expected to be similar to this year, as Mr. Taylor is working with Lisa Babcock to

make sure she is able to take over some work he had been doing with respect to projecting OPEB and CERBT expenses and liabilities.

Revenue Projections

The two main sources of revenue for Authority operations are the Franchise Fees (90153) and Authority Service Fees (91004), about 1/3 of the transfer station tipping fees.

Proposed Franchise Fees are based on revenues received this year. As indicated in the Authority Earned Revenue comparisons (agenda item 2.5), franchise fee revenues are currently over 7.7% above budget. Franchise fee revenues for FY 16/17 are 5% above the budgeted amount for FY 15/16.

Similarly, current year Authority Service Fees are 1.4% ahead of budget based on tonnage received, so the amount budgeted for budget lines 20239, 91003, and 91004 are all increased by 1.4% for the coming fiscal year. Also, the annual rate adjustment based on the Consumer Price Index is projected to increase revenues by 0.71%, so that adjustment is also included. Furthermore, lines 20239 and 91004 have been increased to address Dry Creek Landfill's request for a \$0.58 per ton disposal fee increase starting in July 2016 (see agenda item 5.1).

The largest revenue line is TS Gate Fees (91003), about 2/3 of the transfer station tipping fees. This is the main source of revenue to pay Hambro/WSG. We intend to budget the amount to pay Hambro/WSG from the Transfer Station Operations line (20239), paid from line (91003). Approximately \$40,000 of this amount will be paid from Authority Service Fees (91004), which are collected at the Gasquet and Klamath Transfer Stations.

DNSWMA PROPOSED BUDGET for Fiscal Year 2016 / 2017

printed: 15-Apr-16

Line	Project	Description	FY 15/16 Adopted	FY 15/16 Year to Date	FY 15/16 Revised	FY 16/17 Proposed
Salaries and Benefits						
10010		Payroll	\$ 291,772.00	\$ 174,543.03	\$ 241,365.00	\$ 332,728.00
10010	78	Payroll	\$ -	\$ -	\$ -	\$ -
10012		Overtime	\$ 750.00	\$ 598.14	\$ 750.00	\$ 750.00
10015		Part-time/Temp	\$ 18,000.00	\$ 19,741.31	\$ 28,000.00	\$ 28,792.00
10020		Retirement	\$ 84,025.00	\$ 52,025.86	\$ 72,525.00	\$ 81,628.00
10030		Employee Benefits	\$ 99,105.00	\$ 82,838.56	\$ 110,605.00	\$ 108,927.00
10032		Supp Health Insurance	\$ -	\$ -	\$ -	\$ -
10033		Employee Life Insurance	\$ 352.00	\$ 180.90	\$ 352.00	\$ 331.00
10035		Management Life Insurance	\$ 501.00	\$ 260.78	\$ 501.00	\$ 501.00
10040		Worker's Compensation	\$ 37,352.00	\$ 28,014.03	\$ 37,352.00	\$ 37,352.00
			\$ -	\$ -	\$ -	\$ -
		Salaries and Benefits	\$ 531,857.00	\$ 358,202.61	\$ 491,450.00	\$ 591,009.00
			\$ -	\$ -	\$ -	\$ -
Services & Supplies						
20110		Clothing	\$ -	\$ -	\$ -	\$ 1,000.00
20121		Communications	\$ 2,750.00	\$ 2,702.84	\$ 3,450.00	\$ 3,000.00
20140		Household Expense	\$ 4,475.00	\$ 3,896.22	\$ 4,975.00	\$ 5,200.00
20150		Insurance-Office	\$ 3,600.00	\$ -	\$ 3,600.00	\$ 3,600.00
20151		Liability Insurance	\$ -	\$ -	\$ -	\$ -
20152		Vehicle Insurance	\$ 3,525.00	\$ 2,151.76	\$ 3,525.00	\$ 3,000.00
20155		Liability Insurance	\$ 2,345.00	\$ 1,758.75	\$ 2,345.00	\$ 2,350.00
20170		Maintenance-Equipment	\$ 350.00	\$ 102.45	\$ 350.00	\$ 350.00
20171		Maintenance-Vehicles	\$ 800.00	\$ 422.88	\$ 2,600.00	\$ 1,000.00
20175		Maintenance-Computers	\$ 554.00	\$ -	\$ 554.00	\$ 500.00
20180		Maint-Structures/Improvements & TS Maint	\$ 700.00	\$ 17,830.68	\$ 21,700.00	\$ 500.00
20180	53	Maintenance of Structures	\$ -	\$ -	\$ -	\$ -
20200		Memberships	\$ 7,600.00	\$ 6,000.00	\$ 7,600.00	\$ 7,600.00
20221		Printing	\$ 500.00	\$ 214.76	\$ 488.00	\$ 400.00
20221	55	Printing	\$ -	\$ -	\$ -	\$ -
20221	62	Printing - Oil Grant 15/16	\$ 500.00	\$ -	\$ 500.00	\$ 500.00
20221	65	Printing-DOC Grant 14/15	\$ -	\$ -	\$ 4,500.00	\$ -
20221	79	Printing- DOC 15/16	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00
20221	75	Printing - Oil Grant 14/15	\$ -	\$ 93.28	\$ 1,000.00	\$ -
20221	66	Printing - DOC Grant 16/17	\$ -	\$ -	\$ -	\$ 3,000.00
20221	63	Printing - Oil Grant 16/17	\$ -	\$ -	\$ -	\$ 500.00
20223		Postage	\$ 1,400.00	\$ 750.72	\$ 1,400.00	\$ 1,000.00
20224		Office Supplies	\$ 5,000.00	\$ 3,837.19	\$ 5,000.00	\$ 5,000.00
20227		Books/Subscriptions	\$ 109.00	\$ -	\$ 109.00	\$ 175.00
20230		Prof Serv-Co/City	\$ 10,000.00	\$ 1,540.41	\$ 10,000.00	\$ 5,970.00
20230	70	Prof Serv-Model Contract	\$ -	\$ -	\$ -	\$ -
20231		Prof Serv	\$ 20,400.00	\$ 19,381.41	\$ 31,900.00	\$ 5,500.00
20232		Prof Serv-Well Monitoring	\$ 25,000.00	\$ 23,191.70	\$ 33,500.00	\$ 30,000.00
20232	1	Prof Svc-LEA	\$ -	\$ -	\$ -	\$ -
20232	2	Data Processing - Software	\$ 500.00	\$ 592.33	\$ 1,000.00	\$ 500.00
20233		Audit	\$ 9,500.00	\$ 7,350.00	\$ 8,500.00	\$ 9,000.00
20234		Legal Counsel	\$ 13,000.00	\$ 7,056.88	\$ 13,000.00	\$ 9,000.00
20235		Treasurer	\$ 5,000.00	\$ 5,440.00	\$ 7,000.00	\$ 7,000.00
20236		Security	\$ 500.00	\$ 620.84	\$ 687.00	\$ 800.00
20237		Credit Card Service Fees	\$ 13,500.00	\$ 8,829.65	\$ 13,500.00	\$ 12,500.00
20238		TS Collection	\$ 28,000.00	\$ 13,674.36	\$ 28,000.00	\$ 20,000.00
20239		Transfer Station Operations	\$ 1,840,000.00	\$ 1,259,338.68	\$ 1,840,000.00	\$ 1,891,226.90
20239	1	Post Closure Maintenance	\$ 8,000.00	\$ 1,744.74	\$ 8,000.00	\$ 5,000.00

DNSWMA PROPOSED BUDGET for Fiscal Year 2016 / 2017

printed: 15-Apr-16

Line	Project	Description	FY 15/16	FY 15/16	FY 15/16	FY 16/17
			Adopted	Year to Date	Revised	Proposed
20240		Advertising/Publications	\$ 1,000.00	\$ 633.65	\$ 1,000.00	\$ 800.00
20240	79	Advertising - DOC Grant 15/16	\$ -	\$ 34.80	\$ 3,000.00	\$ 2,965.00
20240	54	Advertising - Oil Grant 09/10	\$ -	\$ -	\$ -	\$ -
20240	55	Advertising	\$ -	\$ -	\$ -	\$ -
20240	62	Advertising - Oil grant 15/16	\$ 2,000.00	\$ 814.90	\$ 2,000.00	\$ 1,185.00
20240	60	Advertising Oil Grant - 12/13	\$ -	\$ -	\$ -	\$ -
20240	61	Advertising Oil Grant 13/14	\$ -	\$ -	\$ -	\$ -
20240	67	Advertising- DOC Grant 12/13	\$ -	\$ -	\$ -	\$ -
20240	68	Advertising - DOC 13/14	\$ -	\$ -	\$ -	\$ -
20240	65	Advertising - DOC Grant 14/15	\$ -	\$ 1,635.00	\$ 3,000.00	\$ -
20240	74	Advertising - Oil Grant 11/12	\$ -	\$ -	\$ -	\$ -
20240	75	Advertising - Oil Grant 14/15	\$ -	\$ 2,476.00	\$ 2,476.00	\$ -
20240	66	Advertising - DOC Grant 16/17	\$ -	\$ -	\$ -	\$ 2,000.00
20240	63	Advertising - Oil Grant 16/17	\$ -	\$ -	\$ -	\$ 3,000.00
20250		Lease of Equipment	\$ 2,880.00	\$ 2,349.90	\$ 3,100.00	\$ 3,100.00
20251		Lease - Gasquet Transfer Station	\$ 650.00	\$ 661.39	\$ 662.00	\$ 675.00
20260		Rent-Office	\$ -	\$ -	\$ -	\$ -
20269		Lease Payment - Card Machine	\$ -	\$ -	\$ -	\$ -
20270		Minor Equipment (>\$1K)	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00
20275		Small Tools (<\$1K)	\$ 750.00	\$ 362.47	\$ 750.00	\$ 750.00
20280		Delivery Service	\$ 600.00	\$ 240.00	\$ 600.00	\$ 380.00
20281		Household Hazardous Waste Event	\$ 32,000.00	\$ 29,772.00	\$ 31,620.00	\$ 32,000.00
20283		Community Clean-up	\$ 5,500.00	\$ 4,067.55	\$ 5,500.00	\$ 5,500.00
20285		Special Dept Expense	\$ 1,500.00	\$ 624.00	\$ 1,880.00	\$ 1,500.00
20285	62	Spec Dept Exp - Oil Grant 15/16	\$ 6,500.00	\$ 1,898.48	\$ 6,500.00	\$ 4,601.52
20285	60	Spec Dept Exp-Oil Grant - 12/13	\$ -	\$ -	\$ -	\$ -
20285	61	Special Dept Exp-Oil Grant 13/14	\$ -	\$ -	\$ -	\$ -
20285	65	Spec Dept Exp-DOC Grant 14/15	\$ -	\$ 830.00	\$ 4,500.00	\$ -
20285	68	Spec Dept Exp - DOC 13/14	\$ -	\$ 2,460.00	\$ -	\$ -
20285	79	Spec Dept Exp - DOC Grant 15/16	\$ -	\$ -	\$ 4,500.00	\$ 4,500.00
20285	74	Spec Dept Exp - Oil Grant 11/12	\$ -	\$ -	\$ -	\$ -
20285	75	Spec Dept Exp - Oil Grant 14/15	\$ -	\$ -	\$ 4,434.00	\$ -
20285	66	Spec Dept Exp - DOC Grant 16/17	\$ -	\$ -	\$ -	\$ 4,500.00
20285	63	Spec Dept Exp - Oil Grant 16/17	\$ -	\$ -	\$ -	\$ 6,500.00
20286		Cash Over/Under	\$ 175.00	\$ (147.81)	\$ 175.00	\$ 175.00
20287		DNDI Other Pickups	\$ -	\$ -	\$ -	\$ -
20288		City Collections	\$ 16,500.00	\$ 14,026.14	\$ 16,500.00	\$ 16,500.00
20290		Travel	\$ 3,000.00	\$ 1,454.68	\$ 3,000.00	\$ 3,000.00
20290	53	Travel	\$ -	\$ -	\$ -	\$ -
20290	62	Travel - Oil Grant 15/16	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 2,500.00
20290	60	Travel-Oil Grant - 12/13	\$ -	\$ -	\$ -	\$ -
20290	61	Travel - Oil Grant 13/14	\$ -	\$ -	\$ -	\$ -
20290	65	Travel - DOC Grant 14/15	\$ -	\$ 99.00	\$ 3,000.00	\$ -
20290	79	Travel - DOC Grant 15/16	\$ -	\$ 1,441.50	\$ 4,500.00	\$ 3,059.00
20290	75	Travel - Oil Grant 14/15	\$ -	\$ -	\$ -	\$ -
20290	66	Travel - DOC Grant 16/17	\$ -	\$ -	\$ -	\$ 4,500.00
20290	63	Travel - Oil Grant 16/17	\$ -	\$ -	\$ -	\$ 2,500.00
20291		Commissioner Expense	\$ -	\$ -	\$ -	\$ -
20297		Vehicle Fuel	\$ 1,600.00	\$ 953.39	\$ 1,600.00	\$ 1,500.00
20300		Utilities	\$ -	\$ -	\$ -	\$ -
20301		State Fees	\$ 73,431.00	\$ 30,625.00	\$ 68,931.00	\$ 57,191.00
		Services & Supplies	\$ 2,159,194.00	\$ 1,485,834.57	\$ 2,238,511.00	\$ 2,204,053.42

DNSWMA PROPOSED BUDGET for Fiscal Year 2016 / 2017

printed: 15-Apr-16

Line	Project	Description	FY 15/16 Adopted	FY 15/16 Year to Date	FY 15/16 Revised	FY 16/17 Proposed
Other Charges						
30420		Interest Payments	\$ -	\$ -	\$ -	\$ -
30440		Transfer Station Loan Pymts-Interest	\$ -	\$ -	\$ -	\$ -
30490		Depreciation Expense	\$ 98,000.00	\$ -	\$ 98,000.00	\$ 96,500.00
30500		Department Allotment	\$ -	\$ -	\$ -	\$ -
		Other Charges	\$ 98,000.00	\$ -	\$ 98,000.00	\$ 96,500.00
Fixed Assets						
40610	59	Construction	\$ -	\$ -	\$ -	\$ -
40610	200	Transfer Station Construction	\$ -	\$ -	\$ -	\$ -
40620	59	Equipment	\$ -	\$ -	\$ -	\$ -
40620	200	Transfer Station Construction	\$ -	\$ -	\$ -	\$ -
40620	300	Resource Recovery Park Development	\$ -	\$ -	\$ -	\$ -
40620	400	Computer Equipment	\$ -	\$ -	\$ -	\$ -
40620	500	Equipment	\$ -	\$ -	\$ -	\$ -
40620	600	Vehicle	\$ -	\$ -	\$ -	\$ -
		Fixed Assets	\$ -	\$ -	\$ -	\$ -
Intra / Inter Fund Transfers						
70530	25	Interfund-Repayment to County	\$ 202,275.00	\$ 202,271.13	\$ 202,275.00	\$ 202,272.00
70530	199	Interfund-Cost Plan	\$ 53,449.00	\$ 36,056.00	\$ 53,449.00	\$ 63,835.00
70800		ARC Payment OPEB	\$ 11,125.00	\$ -	\$ 11,125.00	\$ 11,125.00
70910		Op. Transfer Out	\$ -	\$ -	\$ -	\$ -
70910	123	Op Trans Out Bad Check Fee	\$ -	\$ 25.00	\$ -	\$ -
		Intra / Inter Fund Transfers	\$ 266,849.00	\$ 238,352.13	\$ 266,849.00	\$ 277,232.00
Other Charges						
81000		Contingency	\$ 1,000.00	\$ -	\$ -	\$ 3,000.00
		Other Charges	\$ 1,000.00	\$ -	\$ -	\$ 3,000.00
TOTAL EXPENDITURES						
			\$ 3,056,900.00	\$ 2,082,389.31	\$ 3,094,810.00	\$ 3,171,794.42

DNSWMA PROPOSED BUDGET for Fiscal Year 2016 / 2017

printed: 15-Apr-16

Line	Project	Description	FY 15/16	FY 15/16	FY 15/16	FY 16/17
			Adopted	Year to Date	Revised	Proposed
Revenues						
90153		Franchise Fees	\$ (242,000.00)	\$ (175,329.00)	\$ (242,000.00)	\$ (256,520.00)
90210		Code Enforcement	\$ -	\$ -	\$ -	\$ -
90300		Interest - Solid Waste	\$ (1,800.00)	\$ (1,268.23)	\$ (1,800.00)	\$ (1,850.00)
90301		Late Payment Fee	\$ -	\$ (74.28)	\$ -	\$ -
90650	79	DOC Grant 15/16	\$ -	\$ -	\$ (15,000.00)	\$ (13,524.00)
90650	61	Oil Grant 13/14	\$ -	\$ -	\$ -	\$ -
90650	75	Oil Grant - 14/15	\$ -	\$ -	\$ (7,910.00)	\$ -
90650	62	Oil Grant - 15/16	\$ (15,000.00)	\$ -	\$ (15,000.00)	\$ (786.52)
90650	66	DOC Grant 16/17	\$ -	\$ -	\$ -	\$ (15,000.00)
90650	63	Oil Grant 16/17	\$ -	\$ -	\$ -	\$ (15,000.00)
90650	78	HD 16F Grant	\$ -	\$ -	\$ -	\$ -
90830		Closure/Post Closure Fee	\$ -	\$ -	\$ -	\$ -
91001		Tipping Fees	\$ -	\$ -	\$ -	\$ -
91002		Resource Recovery Infrastructure Fee	\$ -	\$ -	\$ -	\$ -
91003		Gate Tipping Fees	\$ (1,800,000.00)	\$ (1,249,644.62)	\$ (1,800,000.00)	\$ (1,850,378.09)
91003	99	Gate Tipping Fees - Prior Yr	\$ -	\$ (156.86)	\$ -	\$ -
91004		Authority Service Fees	\$ (997,000.00)	\$ (672,191.66)	\$ (997,000.00)	\$ (1,018,135.80)
91004	99	DNSWMA Tipping Fees - Prior Yr	\$ -	\$ (78.91)	\$ -	\$ -
91070		Operating Transfer In (from 608)	\$ -	\$ -	\$ -	\$ -
91070	25	Op Tran In from County (Loan)	\$ -	\$ -	\$ -	\$ -
91075	25	Op Transfer in from County	\$ -	\$ -	\$ -	\$ -
91121		Misc Reimbursements	\$ (1,000.00)	\$ (464.05)	\$ (1,000.00)	\$ (500.00)
91121	123	Bad Check Fee Reimb	\$ (100.00)	\$ (75.00)	\$ (100.00)	\$ (100.00)
91122		Insurance Recovery	\$ -	\$ -	\$ -	\$ -
91124		Misc Revenue	\$ -	\$ -	\$ -	\$ -
91129	65	DOC Grant - 14/15	\$ -	\$ (15,000.00)	\$ (15,000.00)	\$ -
91129	68	DOC Grant 13/14	\$ -	\$ -	\$ -	\$ -
91130		Construction Loan	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUES			\$ (3,056,900.00)	\$ (2,114,282.61)	\$ (3,094,810.00)	\$ (3,171,794.41)
Net Cost			\$ -	\$ (31,893.30)	\$ -	\$ 0.00



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: 15 April 2016
To: Commissioners of the Del Norte Solid Waste Management Authority
From: Tedd Ward, M.S. – Director *Tedd*
File Number: 101502 – Joint Powers Agreement
Attachment: **Draft Redline version of Second Amended Joint Powers Agreement between the City of Crescent City and the County of Del Norte Creating the Del Norte Solid Waste Management Authority (Second Amended JPA)**

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 Authority Board of Commissioners take the following actions:

1. Review the attached draft Second Amended JPA to confirm that it is relatively consistent with the advisory votes from the City Council of the City of Crescent City and the Del Norte County Board of Supervisors, suggesting any additional changes that might be needed; and
2. Direct staff to submit the Second Amended JPA for consideration and possible approval by the City Council of the City of Crescent City and the Del Norte County Board of Supervisors, and
3. Should both the City Council of the City of Crescent City and the Del Norte County Board of Supervisors approve the Second Amended JPA, direct staff to agendize consideration and possible approval of the Second Amended JPA on a future agenda of the Del Norte Solid Waste Management Authority.

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

6.2

are also subject to additional approvals 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.)
- 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.

In March 2016, both the City Council of the City of Crescent City and the Del Norte County Board of Supervisors took advisory votes regarding the following questions:

1. With respect to how the Authority's annual budget is approved, which of the following options would be preferred?

- a. **No changes.** DNSWMA transmits draft budget in March or April. City Council and Board of Supervisors agendaize Authority budget and Director presents. Comments (if any) are to be submitted in writing by May 15. DNSMWA posts public notice and adopts by June 30.
- b. DNSWMA transmits draft budget in March or April to the City Manager and Chief Administrative Officer. Either the City Council or County Board of Supervisors (or both) may agendaize a discussion of the Authority's budget during the first two weeks of May. Official comments must be written and presented at the Authority meeting. DNSMWA posts public notice and adopts by June 30. **This option was preferred by a majority vote of the Board of Supervisors.**
- c. DNSWMA drafts and adopts its own budget without involvement of the Crescent City Council or Del Norte County Board of Supervisors. DNSMWA posts public notice and adopts by June 30. **This option was preferred by a unanimous vote of the City Council.**

2. With respect to how the Authority's Public Commissioner is appointed, which of the following options would be preferred?

- a. **No Changes.** Public Commissioner appointed by DNSWMA Board for 2 years subject to annual approval by BOS and City Council. Public member removed immediately if not approved by either the City or the County.
- b. Public Commissioner appointed by DNSWMA Board for 2 years, not subject to approval or removal by either the BOS or City Council. **This option was preferred by a consensus of the City Council, and a majority vote by the Board of Supervisors.**
- c. All applications for appointment as Public Commissioner are reviewed separately by the City Council and BOS. The City Council and Board of Supervisors may each nominate up to two applicants for the Public Commissioner appointment. Public Commissioner appointed from nominees by DNSWMA Board for 2 years, not subject to further approval or removal by either the BOS or City Council.

3. With respect to how the Authority's Ordinances are approved, which of the following options would be preferred?

- a. **No Changes.** Authority Ordinances must be approved by BOS and City Council before final adoption by DNSWMA Board.
- b. All Authority Ordinances other than Rate Ordinances must be approved by BOS and City Council before final adoption by DNSWMA Board. **This option was preferred by a consensus of the City Council, and a majority vote by the Board of Supervisors.**
- c. Authority Ordinances may be enacted by the Authority without separate approval by the Crescent City Council or Del Norte County Board of Supervisors.

Related Issues: None, except as it relates to the allocation of staff time.

SECONDFIRST AMENDED
JOINT POWERS AGREEMENT
BETWEEN THE CITY OF CRESCENT CITY
AND THE COUNTY OF DEL NORTE
CREATING
THE DEL NORTE SOLID WASTE
MANAGEMENT AUTHORITY



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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; and

WHEREAS, in March 2016 both the Del Norte County Board of Supervisors and the City Council of the City of Crescent City took advisory votes regarding potential changes to the First Amended Joint Powers Agreement; and

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 from 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 which that address issues other than cCustomer rRates or contractor service fees 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 the County Chief Administrative Officer and/or City Manager of each Charter Member. Each Party shall promptly review the proposed DNSWMA budget, and may (but is not required to) agendize a discussion of the proposed DNSWMA budget on a regular meeting agenda for that Charter Member. ~~during the first two weeks of May.~~

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 has comments that could impact ~~does not agree~~ with the proposed DNSWMA 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 retraction of that Party's comments. ~~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 purposes 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 at 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 I 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: _____
Ron Gasstineau~~Kathryn Murray~~, Mayor

Attest:

Kymmie Scott~~Robin Patch~~, City Clerk

COUNTY OF DEL NORTE

By: _____ Date: _____
Gerry Hemmingsen~~Mike Sullivan~~, Chairperson
Board of Supervisors

Attest:

Kylie Hereford~~Jeremi Ruiz~~, Clerk
Board of Supervisors