

**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 May 17, 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](http://www.recycledelnorte.ca.gov)

For more information call 465-1100 or email [dnswwma@recycledelnorte.ca.gov](mailto:dnswwma@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 April 19, 2016. \*\*
- 1.2    Approve request from Crescent City / Del Norte County Chamber of Commerce for two Authority-directed bin pulls and waiver of disposal fees associated with 2016 July 4<sup>th</sup> Celebrations. \*\*
- 1.3    Approve support for Crescent City's annual Spring Clean Sweep Program on May 31 and June 1 as requested in an e-mail of 02 May 2016 from Brooke Trudeau. \*\*
- 1.4    Approve a budget transfer in the amount of \$7,920.00 \*\*

**END CONSENT AGENDA**

## **2. DIRECTOR'S & TREASURER'S REPORTS**

**Agenda items 2.1 through 2.5 are provided for information only**

- 2.1 Director's Report \*\*
- 2.2 Treasurer/Controller Report for March 2015 \*\*
- 2.3 Claims approved by Director for April 2016 \*\*
- 2.4 Monthly Cash and Charge Reports for April 2016 \*\*
- 2.5 Earned Revenue Comparisons between FY14/15 and FY15/16 \*\*

## **DISCUSSION/ACTION ITEMS**

### **3. LANDFILL POSTCLOSURE**

- 3.1 Discussion and possible action regarding 'First-half 2016 Water-Quality Monitoring Report and Evaluation of Threat and Complexity Rating for Crescent City Landfill. \*\*

### **4. COLLECTIONS FRANCHISE**

- 4.1 Discussion regarding Financial Statements from Recology Del Norte September 30, 2015 and 2014. \*\*
- 4.2 Discussion and possible action regarding Collections Change Order 8, approving Rate Adjustments based on changes to the Consumer Price Index (CPI-U). \*\*
- 4.3 Discussion and possible action regarding 04 May 2016 letter from Julie Badorek, General Manager of Julindra Recycling. \*\*

### **5. TRANSFER STATION**

- 5.1 Discussion and possible action regarding a contract amendment and related side-letter to the Transfer Station Operations Agreement with Hambro/WSG. \*\*
- 5.2 Discussion and possible action regarding Transfer Station Operations Change Order 23, initiating textile recycling and approving Rate Adjustments based on changes to the Consumer Price Index (CPI-U) and disposal costs. \*\*

## 6. OTHER GENERAL SOLID WASTE AUTHORITY MATTERS

- 6.1 Introduce and waive first full reading of Ordinance 2016-01, **INCREASING DISPOSAL RATE COMPONENTS AT THE DEL NORTE COUNTY TRANSFER STATION AND ESTABLISHING A RATE FOR IMPROPER DISPOSAL FOR THE GASQUET AND KLAMATH TRANSFER STATIONS.** \*\*
- 6.2 Discussion and possible action regarding the draft Authority budget for FY 16/17, and scheduling a public hearing for June 21, 2016 for final adoption. \*\*
- 6.3 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. \*\*
- 6.4 Discussion and possible action regarding the process for applying for beverage container and used oil recycling grants for FY 16/17. \*\*

## 7. CLOSED SESSION ITEMS:

- 7.1 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION  
(Gov. Code Section 54956.9)  
Tort Claim (Claimant: Wesley Nunn)
- 7.2 CONFERENCE WITH LABOR NEGOTIATOR (Gov. Code Section 54957.6)  
Agency designated representative: Tedd Ward, DNSWMA Director  
Employee Organization: Del Norte Solid Waste Management Authority Employees / SEIU Local 1021

## 8. ADJOURNMENT

Adjourn to the next Special Meeting of the Del Norte Solid Waste Management Authority scheduled for 3:30 P.M., June 21, 2016 at the Del Norte County Board of Supervisors' Chambers, 981 H Street, Suite 100 in Crescent City.

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

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

**Regular Session, Tuesday April 19, 2016, 3:30 PM**

**PRESENT:** Commissioner Ron Gastineau, Secretary  
Commissioner Chris Howard  
Commissioner Blake Inscore, Vice Chair  
Commissioner Martha McClure, Chair  
Commissioner Eli Naffah

**ABSENT:** Authority Treasurer/Controller Rich Taylor

**ALSO PRESENT:** Authority Director Tedd Ward  
Authority Legal Counsel Martha Rice  
Authority Clerk Katherine Brewer

Joel Wallen, Hambro / WSG  
Wes White, 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 Secretary Gastineau.

**3:30 PM PUBLIC COMMENTS:**

There were no public comments.

**OPEN SESSION ITEMS:**

Item 5 was taken out of order at the request of Wes White.

**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.  
**080104, 120107**

Wes White, Hambro/WSG, updated Board members on negotiations with Dry Creek Landfill regarding extension of the transfer station operations and landfill disposal agreements. The Solid Waste Authority Board agreed by consensus to appoint an **Ad Hoc Transfer Station Operations Negotiations Committee** consisting of Commissioners Inscore and McClure to meet with Hambro/WSG personnel and review the proposed agreements.

## 1. CONSENT AGENDA

- 1.1 Approve minutes, Regular Session, Tuesday, March 15, 2016.  
1.2 Approve minutes, Special Session, Tuesday, April 5, 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.  
**031503**  
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 1 – 10, 2016; August 18 – September 5, 2016.  
1.6 Approve request from the 41<sup>st</sup> Agricultural Association that the Authority sponsor Family Day at the 2016 Del Norte County Fair for \$2,000.00.  
**060101**  
1.7 Approve budget transfer in the amount of \$702.00.

## END CONSENT AGENDA

On a motion by Commissioner Howard, seconded by Commissioner Inscore, and unanimously carried on a polled vote, the Del Norte Solid Waste Management Authority approved and adopted the consent agenda, consisting of items 1.1 through 1.7.

## ADDED ITEMS

Director Ward requested that the Authority Board add two closed session items to the end of the agenda because they had arisen subsequent to the posting of the meeting agenda and required action before the next Board meeting. By consensus the Del Norte Solid Waste Management Authority approved addition of two closed session items to the agenda:

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 February 2016.
- 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.

The above-listed reports were presented and accepted.

## 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.

Director Ward updated Board Members on the status of the efforts to reduce off-road vehicle access. No action was taken.

### 4. COLLECTIONS FRANCHISE – No Items

- 5. Item taken out of sequence.

### 6. OTHER GENERAL SOLID WASTE AUTHORITY MATTERS

- 6.1 Discussion and possible action regarding the draft Authority budget for FY 16/17. **022102**

Director Ward presented the draft budget. Board Members agreed by consensus to appoint an **Ad Hoc FY 16/17 Budget Committee** consisting of Commissioners Howard and Naffah to meet with the County Auditor and the Authority Treasurer/Controller regarding depreciation and the repair of the transfer shed floor. The committee was also to meet with the Director on other City and/or County budget issues.

On a motion by Commissioner Gastineau, seconded by Commissioner Howard and unanimously carried on a polled vote, the Del Norte Solid Waste Management Authority approved the proposed budget for fiscal year 16/17 and directed staff to present this proposed budget to the City Council and Board of Supervisors for their review.

- 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. **101502**

On a motion by Commissioner Howard, seconded by Commissioner Gastineau and carried unanimously on a polled vote, the Del Norte Solid Waste Management Authority approved the draft Second Amended Joint Powers Agreement between the City of Crescent City and the County of Del Norte. Staff was directed to submit the draft for consideration and possible approval by the City Council of the City of Crescent City and the Del Norte County Board of Supervisors.

**7. CLOSED SESSION ITEMS:**

**7.1 CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION**  
(Gov. Code Section 54956.9(d): One Case

**7.2 CONFERENCE WITH LEGAL COUNSEL—THREAT TO PUBLIC SERVICES OR FACILITIES** (Gov. Code Section 54957)

The Chair recessed the open meeting of the Del Norte Solid Waste Management Authority and convened in closed session at 4:40 p.m. The closed session was adjourned at 5:07 p.m. and the meeting reconvened immediately in open session. Counsel reported that, during the closed session, on a motion by Commissioner Inscore, seconded by Commissioner Howard and carried unanimously, the Del Norte Solid Waste Management Authority voted to add item 7.1) Conference with legal counsel—anticipated litigation (Gov. Code Section 54956.9(d): One Case, to the closed session agenda. Also during the closed session, on a motion by Commissioner Howard, seconded by Commissioner Inscore and carried unanimously, the Del Norte Solid Waste Management Authority voted to add item 7.2) Conference with legal counsel—threat to public services or facilities (Gov. Code Section 54957), to the closed session agenda. No other action was taken.

**8. ADJOURNMENT**

Adjourn to the Regular 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.

There being no further business to come before the Authority, the Chair adjourned the meeting at 5:07 p.m., until the Regular Meeting on May 17, 2016.

\_\_\_\_\_  
Martha McClure, Chair  
Del Norte Solid Waste Management Authority

Date / /

ATTEST:

\_\_\_\_\_  
Ron Gastineau, Secretary  
Del Norte Solid Waste Management Authority

Date / /

Submitted:

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Katherine Brewer, Clerk  
Del Norte Solid Waste Management Authority

Date     /     /



**CRESCENT CITY / DEL NORTE COUNTY  
CHAMBER OF COMMERCE**

1001 Front Street ▪ Crescent City CA 95531 ▪ [www.delnorte.org](http://www.delnorte.org)  
PHONE 707.464.3174 ▪ TOLL FREE 800.343.8300 ▪ FAX 707.464.9676

May 6, 2016

Tedd Ward  
Director  
Del Norte Solid Waste Management Authority  
1700 State Street  
Crescent City, CA 95531  
707-465-1100

Dear Tedd:

The Crescent City-Del Norte County Chamber of Commerce is requesting a fee waiver for the disposal of dumpsters from the Annual 4<sup>th</sup> of July Festival which will be held July 4, 2016 at Beachfront Park. This request is for two 20 yard dumpsters. We understand that this is contingent upon fee waivers from Hambro WSG and Recology Del Norte.

We really appreciate the support your organization has provided for our community festivals. We look forward to teaming with Solid Waste Management for future events.

If you have any questions, please call the Chamber office at 707-464-3174. I would be happy to discuss the nature of this request.

Respectfully,

A handwritten signature in cursive script that reads "Jeff Parmer".

Jeff Parmer  
Executive Director  
Crescent City- Del Norte County Chamber of Commerce  
707-464-3174  
[jparmer@delnorte.org](mailto:jparmer@delnorte.org)

## Tedd Ward

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**From:** Brooke Trudeau <btrudeau@crescentcity.org>  
**Sent:** Monday, May 02, 2016 11:59 AM  
**To:** tedd@recycledelnorte.ca.gov  
**Cc:** Eric Wier  
**Subject:** Spring Clean Sweep Program

Hello Tedd,

It's that time again! I am starting to begin prepping and advertising for the City's annual Spring Clean Sweep Program, which would take place on Tuesday, May 31, and Wednesday, June 1 this year.

As per the usual arrangement I am requesting approval for the City Public Works crews to dump brush debris at the transfer station on these 2 days, with all fees waived.

I am also requesting a shared cost for Triplicate advertising. Traditionally the cost is around \$250-\$300 per agency.

Please let me know.

Thank you,

*Brooke Trudeau*

Brooke Trudeau

Public Works/Planning Secretary

City of Crescent City

(707)464-9506 ext. 226

(707)465-4405 fax

btrudeau@crescentcity.org

# 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	\$ 400	
Solid Waste	422	421	20236	Security		\$ 1,000
Solid Waste	422	421	20233	Audit	\$ 700	
Solid Waste	422	421	20140	Household Expense		\$ 100
Solid Waste	422	421	90153	Franchise Fees	\$ 6,820	
Solid Waste	422	421	20150	Insurance - Office		\$ 6,820
<b>Total Amounts</b>					\$ 7,920	\$ 7,920

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

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

Department Head Signature \_\_\_\_\_ Date \_\_\_\_\_

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

Deputy Auditor-Controller \_\_\_\_\_ Date \_\_\_\_\_

TR No. \_\_\_\_\_ Budget Revision No. \_\_\_\_\_

\_\_\_\_\_ Includes Revenue Appropriation \_\_\_\_\_ Requires 4/5ths Vote \_\_\_\_\_

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

Recommendation: \_\_\_\_\_ Approve \_\_\_\_\_  
 \_\_\_\_\_ Deny \_\_\_\_\_  
 \_\_\_\_\_ Submit for Board approval \_\_\_\_\_

County Administrative Officer \_\_\_\_\_ Date \_\_\_\_\_

Passed by Board of Commissioners of the Del Norte Solid Waste Management Authority on 17 May 2016.

Ayes:  
Noes:  
Absent:

Attest: Clerk of the Board \_\_\_\_\_

By: \_\_\_\_\_  
Katherine Brewer

Martha McClure, Chair  
Del Norte Solid Waste Management Authority



# Del Norte Solid Waste Management Authority

1700 State Street, Crescent City, CA 95531

Phone (707) 465-1100 Fax (707) 465-1300

www.recycledelnorte.ca.gov

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

## Director's Report

Date: 13 May 2016  
To: Commissioners of the Del Norte Solid Waste Management Authority  
From: Tedd Ward, M.S. – Director *Tedd*  
Attachments: e-mail from Bill Patterson re. Klamath Cleanup Comparisons of Rates for FY 15/16 compared to FY 16/17  
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.

As the details associated with the Change Orders, Rate Ordinance, and Contract Amendment were all changing and being discussed through Friday 13 May 2016 when this agenda and associated staff reports were being published, I did not have time to prepare a Director's report with my normal level of detail. My verbal reports and/or handouts at the meeting will provide additional details. The following is a brief summary that could be assembled in the time available.

**Facilities:** This past month, one more load cell was replaced on the outbound scale at the Del Norte County Transfer Station by Scales Northwest. Staff are pursuing installation of several additional security measures at the Del Norte County Transfer Station.

**Vendor Contract Management and Oversight:** Agenda item 5.1 is

2.1

consideration of the potential extension of the Transfer Station Operations Agreement as well as the Landfill Disposal Agreement with Dry Creek Landfill. The Ad Hoc Committee negotiated a slightly longer extension of both transfer station operations agreement as a contract amendment, with a side letter addressing additional issues.

**Agenda Item 4.3** is the start of a conversation between the Authority, Recology Del Norte and Julindra regarding Julindra's request to cease processing several materials as recyclable commodities.

**Finances and Audits:** **Agenda Item 6.1** is the Rate Ordinance enacting the rate changes in the Contract Amendment and Change Orders. As the disposal increase associated with changes in Oregon law are new rates, those changes must be enacted using an Ordinance. The laws and regulations pertaining to rate ordinances will not enable the Authority to enact these changes by July 1, so these rate changes will become effective on 01 August 2016. **Agenda item 6.2** is the proposed Authority budget for fiscal year 2016/ 2017. **Agenda item 6.3** 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:** The report included under **Agenda Item 3.1** has been submitted to Gina Morrison of the North Coast Regional Water Quality Control Board. This report recommends that the Threat/Complexity rating for the Crescent City Landfill be reduced to 2B. Staff have not paid the outstanding balance of the WDR permit fee, nor have we been contacted by a collection agency in this regard.

#### **Administration:**

**Agenda item 6.3** 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. The Board of Supervisors suggested additional minor changes, so this issue returns to the Authority Board and has not yet been addressed by the City Council.

**Personnel / Staffing:** All Authority-managed facilities were open during posted hours and all shifts were covered.

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

## Tedd Ward

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**From:** William Patterson <wpatterson@yuroktribe.nsn.us>  
**Sent:** Monday, May 02, 2016 1:47 PM  
**To:** tedd@recycledelnorte.ca.gov; Lorie Poole (lpoole@recology.com); 'Joel Wallen' (joel.wallen@hambrowsg.com); jduffy@hwma.net; Laura\_Julian@nps.gov; dburgess@ncen.org  
**Subject:** 2016 Klamath River Cleanup- Success!

Good Afternoon,

I'd like to thank all of the volunteers and sponsors who supported the Klamath River Cleanup this year and made it into a great event. Despite drizzly rain, 200 volunteers made their way out to the event to show their dedication to the river and protecting it for future generations. The amount of materials collected this year was impressive: 9.7 tons of garbage, 4.4 tons of metals, 58 tires, 24 TVs, 12 quarts of motor oil, 9 refrigerators, 9 appliances, 5 pieces of furniture, and 4 mattresses. Needless to say, that is a good result! If you were one of the volunteers or sponsors who chipped in, please pat yourself on the back. We can't do this event without the support we receive, so again thank you for making it happen.

### Yurok Staff:

Special thanks goes out to HR staff member Oscar Gensaw, our fish cook for the event. Oscar has been cooking for the event for several years now and does it all as a volunteer. He shows up for the River, the Tribe, and the Community, and does an amazing job. He and his crew worked hard, starting at 8 am and were the last ones to get a plate. My hats off to Oscar, and if you had the delicious lunch, please tell Oscar thanks when you see him.

Thanks to Forestry staff Marty Barber and Tyrone Crayton for the firewood for the fish cook, and to Tyrone Crayton for helping organize and support the tree planting.

Thanks goes out to Transportation staff Brandi Natt and Joe James for coordinating the River Ferry and transit vehicles. We're in the 2<sup>nd</sup> year of expanding this event up river and it's great to be able to get together with the up river community and get them involved.

Thanks to the Maintenance staff Steve Sanderson, Keith Ray, and James Kleinhans, who were there bright and early and helped close it up as well.

Thanks to Public Safety staff Hawk Mattz for his support with cleanup at the mouth and the use of their boat.

Thank you to all of the YTEP staff who participated the day of as site leaders, registration staff, kitchen staff, as well as in the preparation for the event, and in the following days after cleaning up. It truly was a great team effort.

### To the Volunteers:

A special thanks to all of the Klamath Town Site residents, Klamath Glen residents and Upriver residents who came out in force to participate in the cleanup effort. Thank you for being the local care takers of this beautiful place you call home. Thank you so much for coming out in the less than perfect weather, leading by example and working hard. It was great to see the families, little kids and all, out there working together and being a part of something big.

To all of the out of area volunteers- Thank you for going the extra distance in making your visit to the Klamath River and for your hard work. Many volunteers continue to return each year just for this event and go out of their way to come. That type of effort is admirable and definitely appreciated.

Thanks to the Hoopa Tribal CCC for your continued participation and “muscle” that is always provided in the work you do.

Thanks to the AmeriCorps -Watershed Stewards Project for continued efforts in planning, organizing, supporting, and staffing portions of the event.

Thanks to Laura Julian and Redwood National Parks for leading the invasive plant removal at Marshal pond for yet another year.

A big Thank You as well goes to Dan Burgess of Rural Human Services who was a key player in the tree planting and donated a generous portion of the trees.

**To our Sponsors:**

Special Recognition goes out to Ted Ward and the Del Norte Solid Waste Management Authority Board, along with Joel Wallen with Hambro WSG for continual support of the event over the years and free disposal for all of the materials collected. I can't say enough what this means to the event, and this year was no exception.

A big thanks to Lori Poole and Recology for generously providing two 20 yard dumpsters this year, hauling to and from the sites, and for being flexible the following week with overflow. The outreach materials were also a really nice piece to add to the event.

Thank you to Jill Duffy and the Humboldt Waste Management Authority for your acceptance of materials collected in Humboldt County free of charge. It's great to expand the event up river and we are so pleased to have HWMA on board.

Special thanks to Paul VanMechlin and Paul's Famous Smoked Salmon for the outstanding donation of 15 salmon for the event. The locally caught Klamath Chinook provided is at the heart of the event, is an important reminder of why we hold this event, and why everyone works so hard. The quality and size of the fish was impressive, thank you Paul.

Thank you to all of the business sponsors that we had, the donations and support are crucial. There were a total of 54 sponsors this year, all of which are appreciated. If you saw the T-shirt this year, you might agree that the sponsor names on the back in shape of a salmon put this shirt on the top of the list so far. In alphabetical order I'd like to recognize all of our sponsors:

Abby Abinanti  
Beau Pre Golf Course  
Blue Creek Guide Service  
Blue Lake Casino & Hotel  
Brio Beadworks  
Coast Auto Center  
Coast Central Credit Union  
Del Norte County Fairgrounds  
Del Norte Office Supply  
Del Norte Solid Waste Management Authority  
Elk Valley Rancheria  
Englund Marine & Industrial Supply

Eureka Costco Warehouse  
Far North Climbing  
Fire & Light  
George Pordie Blake  
George's Auto & Diesel Electric  
Hambro WSG, Inc.  
Hensel's Ace Hardware  
Howard's Body Shop  
Jury's Nursery & Gifts  
Justin Legge  
Kayak Zak's  
Kim Stetson  
Kings Valley Golf Course  
Klamath Kayak fishing  
Klamath River Book Nook  
Les Schwab Tires  
Log Cabin Café  
Lorie S. Nachlis  
North Coast COOP  
Paul's Smoked Salmon  
Pearson's Grocery  
Pem Mey Fuel Mart  
Pierson Building Center  
Recology Del Norte  
Renner Petroleum  
Requa Inn  
Roger Robinson  
Rumiano Cheese Company  
Rural Human Services Natural Resource Department  
Safeway McKinleyville  
Six Degrees of Celebration  
Starbucks Crescent City  
The Abalone Bar & Grill  
The Del Norte Triplicate  
The Home Depot Crescent City  
The Mail room  
Trees of Mystery  
Two guys Automotive  
Vita Cucina Bakery & Gourmet Foods  
Wild Rivers Market  
Wildberries Marketplace  
Willow Creek Ace Hardware

Thanks again for all of your support in the 2016 Klamath River Cleanup, we hope to see you again next year. If you have any suggestions on how we can improve the event please let me know. Until then please do your part to keep the Klamath River healthy and discourage pollution.

Sincerely,

William D. Patterson  
Assistant Director- Pollution Prevention Division

# Comparison of Selected Collection Rates 2016 to 2015

## Schedule A: Recology Del Norte Collection Rates, starting July 2016

Monthly Rates for Weekly Residential & Multi-Family Collections

	Trash + Recycling	FY 15/16	\$ Change	% Change
20 Gallon Mini-cart on curb	\$ 20.47	\$ 20.32	\$ 0.15	0.73%
20 Gallon Mini-cart off-curb	\$ 25.59	\$ 25.40	\$ 0.19	0.73%
32 Gallon Cart on curb	\$ 25.61	\$ 25.42	\$ 0.19	0.73%
32 Gallon Cart off-curb	\$ 32.01	\$ 31.78	\$ 0.23	0.73%
64 Gallon Cart on curb	\$ 37.32	\$ 37.04	\$ 0.27	0.73%
64 Gallon Cart off-curb	\$ 46.64	\$ 46.31	\$ 0.34	0.73%
96 Gallon Cart on curb	\$ 54.07	\$ 53.68	\$ 0.39	0.73%
96 Gallon Cart off-curb	\$ 67.59	\$ 67.10	\$ 0.49	0.73%

Temporary Cart and Bin Collection Services, Collection One week after Delivery

	Trash	Trash	\$ Change	% Change
64 Gallon Cart (Paired w/ 64 Gallon recycling)	\$ 36.46	\$ 36.20	\$ 0.26	0.73%
96 Gallon Cart (Paired with 96 Gallon recycling)	\$ 63.82	\$ 63.36	\$ 0.46	0.73%
2 cubic yard bin	\$ 70.70	\$ 70.19	\$ 0.51	0.73%
3 cubic yard bin	\$ 110.72	\$ 109.91	\$ 0.80	0.73%
4 cubic yard bin	\$ 146.09	\$ 145.02	\$ 1.06	0.73%
6 cubic yard bin	\$ 193.33	\$ 191.92	\$ 1.40	0.73%
10 cubic yard bin	\$ 634.29	\$ 629.68	\$ 4.61	0.73%
20 cubic yard bin	\$ 792.37	\$ 786.61	\$ 5.76	0.73%
30 cubic yard bin	\$ 966.69	\$ 959.66	\$ 7.03	0.73%
40 cubic yard bin	\$ 1,312.77	\$ 1,303.23	\$ 9.54	0.73%

Monthly Rates for Weekly Commercial Collections

	Trash (including Recycling for >0.9 cy if Multi-family)	FY 15/16	\$ Change	% Change
32 Gallon Commercial Cart *	\$ 39.95	\$ 39.66	\$ 0.29	0.73%
64 Gallon Commercial Cart *	\$ 79.90	\$ 79.32	\$ 0.58	0.73%
96 Gallon Commercial Cart *	\$ 139.83	\$ 138.82	\$ 1.02	0.73%
1 cubic yard bin	\$ 140.06	\$ 139.04	\$ 1.02	0.73%
1.5 cubic yard bin	\$ 201.69	\$ 200.22	\$ 1.47	0.73%
2 cubic yard bin	\$ 251.20	\$ 249.38	\$ 1.83	0.73%
3 cubic yard bin	\$ 363.74	\$ 361.09	\$ 2.64	0.73%
4 cubic yard bin	\$ 455.26	\$ 451.95	\$ 3.31	0.73%
6 cubic yard bin	\$ 659.33	\$ 654.54	\$ 4.79	0.73%
10 cubic yard bin	\$ 2,227.31	\$ 2,211.12	\$ 16.19	0.73%
20 cubic yard bin	\$ 3,039.60	\$ 3,017.51	\$ 22.09	0.73%
30 cubic yard bin	\$ 3,798.60	\$ 3,770.99	\$ 27.61	0.73%
40 cubic yard bin	\$ 4,557.59	\$ 4,524.47	\$ 33.12	0.73%

\* Trash service in these sizes includes a weekly recycling cart collection at no additional charge.

Other Collection Services, per collection

		FY 15/16	\$ Change	% Change
Commercial Compactors	\$ 71.73	\$ 71.21	\$ 0.52	0.73%
Pre-paid single-family residential bags	\$ 7.62	\$ 7.57	\$ 0.06	0.73%
Extra residential bulky item collection	\$ 63.34	\$ 62.88	\$ 0.46	0.73%

**Schedule B: Transfer Station Rates**

**Effective Starting August 2016**

Except as provided below, the rate for disposal of refuse shall be as follows:

	<b>INCOMING</b>	<b>Rate</b>		<b>2015 Rate</b>	<b>Difference</b>	<b>% change</b>
<b>Municipal Solid Waste</b>						
Commercial, Franchise or Self-haul wastes	SW	\$ 144.04	per ton	\$ 142.15	\$ 1.89	1.33%
Minimum Charge for wastes	SW	\$ 7.20	for up to 100 lbs	\$ 7.10	\$ 0.10	1.41%
<b>Separated Recyclable Items</b>						
Non-waxed corrugated cardboard	CCIN	\$ 18.58	per ton	\$ 18.44	\$ 0.13	0.71%
Ferrous metals	METFE	\$ 27.86	per ton	\$ 27.67	\$ 0.20	0.71%
Non-ferrous metals	METNF	\$ 18.58	per ton	\$ 18.44	\$ 0.13	0.71%
Mixed metals	METMX	\$ 27.86	per ton	\$ 27.67	\$ 0.20	0.71%
<b>Bulky Items:</b>						
Appliance, Large and metal	APPIN	\$ 29.72	each	\$ 29.51	\$ 0.21	0.71%
Bulky Furniture Handling Fee	FURN	\$ 4.92	each + weight charge	\$ 4.89	\$ 0.03	0.71%
Mattresses or box spring Handling Fee	MATBX	\$ 9.77	each + weight charge	\$ 9.70	\$ 0.07	0.71%
Refrigerators	REFR	\$ 39.01	each	\$ 38.73	\$ 0.28	0.71%
<b>Tires:</b>						
Auto, pickup, motorcycle each no rims	TIR_A	\$ 6.51	each	\$ 6.46	\$ 0.05	0.85%
Small, wheel barrow, scooter, small trailer, pneumatic <10" no rim	TIR_S	\$ 6.04	each	\$ 5.99	\$ 0.05	0.76%
Truck, no rim	TIR_T	\$ 13.02	each	\$ 12.91	\$ 0.11	0.85%
Auto, pickup, motorcycle each with rims	TIRAR	\$ 9.30	each	\$ 9.22	\$ 0.08	0.86%
Small, wheel barrow, scooter, small trailer, pneumatic <10" with rim	TIRSR	\$ 7.44	each	\$ 7.38	\$ 0.06	0.78%
Truck with rims	TIRTR	\$ 24.18	each	\$ 23.98	\$ 0.21	0.86%
Oversize tires (>60" in diameter), no rim	TIROS	\$ 139.43	each	\$ 138.33	\$ 1.10	0.79%
<b>Separated food &amp; meat waste</b>						
Dead Animals	ANIML	\$ 144.04	per ton	\$ 142.15	\$ 1.89	1.33%
<b>Separated Compostable Materials</b>						
Disposal of contained sewage sludge, screenings, grit or skimmings	SLUDG	\$ 144.04	per ton	\$ 142.15	\$ 1.89	1.33%
Brush (no fanny, scotch broom, english ivy, or pampas grass)	BRUSH	\$ 50.15	per ton	\$ 49.80	\$ 0.36	0.71%
Grass and Leaves	GRASS	\$ 50.15	per ton	\$ 49.80	\$ 0.36	0.71%
Untreated Wood	WOOD	\$ 50.15	per ton	\$ 49.80	\$ 0.36	0.71%
Stumps	STUMP	\$ 65.02	per ton	\$ 64.55	\$ 0.46	0.71%
<b>Separated 'Inert' Rocks &amp; Soils</b>						
Asphalt	ASPH	\$ 47.37	per ton	\$ 47.03	\$ 0.34	0.71%
Concrete, no steel, <18"	CONC	\$ 52.01	per ton	\$ 51.64	\$ 0.37	0.71%
Clean soil or sand	SOIL	\$ 47.37	per ton	\$ 47.03	\$ 0.34	0.71%
Street sweepings	SWEEP	\$ 144.04	per ton	\$ 142.15	\$ 1.89	1.33%
<b>Special Wastes</b>						
Autoclaved and containerized medical wastes	MEDI	\$ 144.04	per ton	\$ 142.15	\$ 1.89	1.33%
non-friable asbestos	ASBES	\$ 183.83	per ton	\$ 181.66	\$ 2.17	1.19%
Minimum Charge for household electronics	CED	\$ 3.60	for 40 pounds or less	\$ 3.55	\$ 0.05	1.41%
Electronic appliances w/o CRT's	CED	\$ 144.04	per ton	\$ 142.15	\$ 1.89	1.33%
<b>Construction Debris</b>						
Mixed Construction Debris	CONST	\$ 144.04	per ton	\$ 142.15	\$ 1.89	1.33%
Trailers, modular homes	MHOM	\$ 236.92	per ton	\$ 234.37	\$ 2.54	1.09%
Carpet, Clean and Rolled	CARPT	\$ 56.12	per ton	\$ 55.72	\$ 0.40	0.71%
<b>Household hazardous wastes (available only at the Del Norte County Transfer Station)</b>						
Used motor oil	OILIN	\$ 0.00	per quart	\$ 0.00	\$ 0.00	
Oil Filters	OILFT	\$ 0.00	each	\$ 0.00	\$ 0.00	
Used antifreeze	ANTIF	\$ 0.00	per quart	\$ 0.00	\$ 0.00	
Lead Acid or Household Batteries	BATT	\$ 0.00	each	\$ 0.00	\$ 0.00	
Non-aerosol paints, stains, lacquers & varnishes	PAINT	\$ 0.00	quart	\$ 0.00	\$ 0.00	
Cathode ray tube devices (CRT's), televisions, computer monitors	CRT	\$ 0.00	each	\$ 0.00	\$ 0.00	
Residential fluorescent tubes	FLOTB	\$ 0.00	each	\$ 0.00	\$ 0.00	
Used Oil Paid, on request	OILPD	\$ 0.10	paid per quart	\$ 0.10	\$ 0.00	
<b>Commercial Hazardous Wastes</b>						
Commercial Oil Pumping (15-55 gallon container)	OILPUMP	\$ 15.10	per container pumped	\$ 15.00	\$ 0.10	0.68%
Commercial Compact Fluorescent Tubes, each	FLOCC	\$ 1.75	each	\$ 1.72	\$ 0.03	1.80%
Commercial Fluorescent Tubes, each 4'	FLOC4	\$ 3.44	each	\$ 3.41	\$ 0.02	0.71%
Commercial Fluorescent Tubes, each 8'	FLOC8	\$ 6.87	each	\$ 6.82	\$ 0.05	0.71%

**ATTACHMENT C**

2015 Rate \$ Difference

<b>DISPOSAL FEES AT THE GASQUET AND KLAMATH TRANSFER STATION SITES</b>		<b>Rate</b>		
<i>Effective Starting August 2016</i>				
STANDARD FEE FOR WASTE ( 0.44 cubic yard, 3 x 30 gal, 2 x 45 gal, or 1 x 55 gal)	minimum for mixed wastes	\$ 8.75	\$ 8.60	\$0.15
MINIMUM FEE FOR ELECTRONICS (up to 4.8 cubic feet or 0.18 cubic yards)	minimum for electronics	\$ 3.60	\$ 3.55	\$0.05
Each additional 30 gallon over three	each additional can	\$ 3.00	\$2.95	\$0.05
Each additional 45 gallon can over two	each additional can	\$ 4.40	\$4.35	\$0.05
Each additional 55 gallon can	each additional can	\$ 5.40	\$5.35	\$0.05
Improper Disposal Fee If Customer places Bulky Items or Trash in wrong bin.	per occurrence	\$ 13.00	\$0.00	\$13.00
Appliance, Large and metal	each	\$ 29.71	\$29.50	\$0.21
Furniture, Bulky (Incl. \$4.92 Handling Fee + \$12.96 for weight)	each (measured avg. weight 180 lbs)	\$ 17.88	\$17.68	\$0.20
Mattress or box spring (incl. \$9.77 for Handling + \$5.40 for weight)	each (measured avg. weight 75 lbs)	\$ 15.17	\$15.04	\$0.13
Refrigerators	each	\$ 39.01	\$38.73	\$0.28
Tires: Small wheel barrow, scooter, small trailer, pneumatic <10"	each	\$ 6.04	\$5.99	\$0.05
Tires: Small wheel barrow, scooter, small trailer, pneumatic <10" with rim	each	\$ 7.44	\$7.38	\$0.06
Tires: Auto, pickup, motorcycle each	each	\$ 6.51	\$6.46	\$0.05
Tires: Auto, pickup, motorcycle each with rims	each	\$ 9.30	\$9.22	\$0.08
Tires: Truck	each	\$ 13.02	\$12.91	\$0.11
Tires: Truck with rims	each	\$ 24.18	\$23.98	\$0.21
Oversize tires (>60" in diameter), no rim	each	\$ 139.43	\$138.33	\$1.10
Loose Refuse per cubic yard	per cubic yard	\$ 19.80	\$19.55	\$0.26
Loose Brush per cubic yard (small quantities from self-haulers - GASQUET ONLY)	per cubic yard	\$ 6.27	\$6.22	\$0.04

Updated August 2016

Gasquet Transfer Station Hours (July - September):  
Gasquet Transfer Station Hours (October - June):

Thursday & Saturday 10 AM - 4 PM  
Saturdays 10 AM - 4 PM

Klamath Transfer Station Hours (July - September):  
Klamath Transfer Station Hours (October - June):

Sunday, Wednesday & Friday 10 AM - 4 PM  
Wednesday & Sunday 10 AM - 4 PM

Solid Waste  
**Balance Sheet**  
 March 31, 2016

**Unaudited**

**ASSETS**

422 010 00000	Cash Solid Waste	793,781.56
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	<u><u>3,991,667.56</u></u>

**LIABILITIES AND FUND EQUITY**

422 010 05105	Sales Tax Payable	27.57
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	2,160,059.45
	Expenditure	(1,916,665.03)
	Total Liabilities and Fund Equity	<u><u>3,991,667.56</u></u>

2.2

Statement of Revenues and Expenditures

Statement of Month Ended: 3/31/2016

Fund: 422 Solid Waste  
 Dept: 421 Solid Waste

Line	Proj	Description	Month Actual	YTD Actual	YTD Budget	YTD Variance	% Exp
<b>Revenues</b>							
90153		Franchise Fees	20,827.00	175,329.00	242,000.00	-66,671.00	72.4
90300		Interest - Solid Waste	0.00	1,268.23	1,800.00	-531.77	70.5
90301		Late Payment Fee	0.00	74.28	0.00	74.28	0
90650	062	Oil Grant 15/16	0.00	0.00	15,000.00	-15,000.00	0
90650	075	Oil Grant - 14/15	0.00	0.00	7,910.00	-7,910.00	0
90650	079	DOC Grant 15/16	0.00	0.00	15,000.00	-15,000.00	0
91003		Gate Tipping Fees	147,281.81	1,279,732.90	1,800,000.00	-520,267.10	71.1
91003	099	Gate Tipping Fees - Prior Yr	0.00	156.86	0.00	156.86	0
91004		Authority Service Fees	76,978.62	687,805.22	997,000.00	-309,194.78	69.0
91004	099	DNSWMA Tipping Fees - Prior Yr	0.00	78.91	0.00	78.91	0
91121		Misc Reimbursements	75.47	464.05	1,000.00	-535.95	46.4
91121	123	Bad Check Fee Reimb	75.00	150.00	100.00	50.00	150.0
91129	065	DOC Grant 14/15	0.00	15,000.00	15,000.00	0.00	100
<b>Total Revenues</b>			<b>245,237.90</b>	<b>2,160,059.45</b>	<b>3,094,810.00</b>	<b>-934,750.55</b>	<b>69.80</b>
<b>Expenditures</b>							
10010		Payroll	-20,175.87	-164,805.19	-241,365.00	76,559.81	68.3
10012		Overtime	-307.09	-573.57	-750.00	176.43	76.5
10015		Part-time/Temp	-548.23	-19,604.93	-28,000.00	8,395.07	70.0
10020		Retirement	-5,632.50	-49,416.35	-72,525.00	23,108.65	68.1
10030		Employee Benefits	-9,197.11	-82,746.42	-110,605.00	27,858.58	74.8
10033		Employee Life Insurance	-18.00	-170.40	-352.00	181.60	48.4
10035		Management Life Insurance	-36.98	-297.76	-501.00	203.24	59.4
10040		Worker's Compensation	-3,112.67	-28,014.03	-37,352.00	9,337.97	75.0
<b>Total Salaries &amp; Benefits</b>			<b>39,028.45</b>	<b>345,628.65</b>	<b>491,450.00</b>	<b>145,821.35</b>	<b>70.33</b>
20121		Communications	-89.97	-2,562.78	-3,450.00	887.22	74.3
20140		Household Expense	-338.92	-3,896.22	-4,975.00	1,078.78	78.3
20150		Insurance-Office	0.00	0.00	-3,600.00	3,600.00	0
20152		Vehicle Insurance	-88.00	-2,151.76	-3,525.00	1,373.24	81.0
20155		Liability Insurance	-586.25	-1,758.75	-2,345.00	586.25	75.0
20170		Maintenance-Equipment	0.00	-102.45	-350.00	247.55	29.3
20171		Maintenance-Vehicles	0.00	-422.88	-2,600.00	2,177.12	16.3
20175		Maintenance-Computers	0.00	0.00	-554.00	554.00	0
20180		Maint-Structures/Improvements & TS Maint	-71.50	-17,830.68	-21,700.00	3,869.32	82.2
20200		Memberships	0.00	-6,000.00	-7,600.00	1,600.00	78.9
20221		Printing	-0.19	-214.95	-488.00	273.05	44.0
20221	062	Printing-Oil Grant 15/16	0.00	0.00	-500.00	500.00	0
20221	065	Printing - DOC 14/15	0.00	0.00	-4,500.00	4,500.00	0
20221	075	Printing - Oil Grant 14/15	0.00	-93.28	-1,000.00	906.72	9.3
20221	079	Printing - DOC Grant 15/16	0.00	0.00	-3,000.00	3,000.00	0
20223		Postage	-59.27	-809.99	-1,400.00	590.01	57.9
20224		Office Supplies	-24.76	-3,763.74	-5,000.00	1,236.26	75.3
20227		Books/Subscriptions	0.00	0.00	-109.00	109.00	0
20230		Prof Serv-Co/City	-24.75	-1,565.16	-10,000.00	8,434.84	15.7

Statement of Revenues and Expenditures

Statement of Month Ended: 3/31/2016

Fund: 422 Solid Waste  
 Dept: 421 Solid Waste

Line	Proj	Description	Month Actual	YTD Actual	YTD Budget	YTD Variance	% Exp
20231		Prof Serv	-988.96	-19,381.41	-31,900.00	12,518.59	60.8
20232		Prof Serv-Well Monitoring	-1,465.00	-23,191.70	-33,500.00	10,308.30	69.2
20232	002	Data Processing - Software	0.00	-592.33	-1,000.00	407.67	59.2
20233		Audit	0.00	-7,350.00	-8,500.00	1,150.00	86.5
20234		Legal Counsel	0.00	-7,056.88	-13,000.00	5,943.12	54.3
20235		Treasurer	-340.00	-5,440.00	-7,000.00	1,560.00	77.7
20236		Security	-72.00	-620.84	-687.00	66.16	90.4
20237		Credit Card Service Fees	-1,155.71	-9,985.36	-13,500.00	3,514.64	74.0
20238		TS Collection	-1,848.00	-13,674.36	-28,000.00	14,325.64	48.8
20239		Transfer Station Operations	0.00	-1,102,445.86	-1,840,000.00	737,554.14	59.9
20239	001	Post Closure Maintenance	-514.89	-1,757.14	-8,000.00	6,242.86	22.0
20240		Advertising/Publications	-208.05	-633.65	-1,000.00	366.35	63.4
20240	062	Advertising-Oil Grant 15/16	-814.90	-814.90	-2,000.00	1,185.10	40.7
20240	065	Advertising - DOC 14/15	0.00	-1,635.00	-3,000.00	1,365.00	54.5
20240	075	Advertising - Oil Grant 14/15	-465.10	-2,476.00	-2,476.00	0.00	100
20240	079	Advertising - DOC Grant 15/16	0.00	-34.80	-3,000.00	2,965.20	1.2
20250		Lease of Equipment	-249.98	-2,349.90	-3,100.00	750.10	75.8
20251		Lease - Gasquet Transfer Station	0.00	-661.39	-662.00	0.61	99.9
20270		Minor Equipment	0.00	0.00	-1,000.00	1,000.00	0
20275		Small Tools	-47.40	-362.47	-750.00	387.53	48.3
20280		Delivery Service	0.00	-210.00	-600.00	390.00	35.0
20281		Household Hazardous Waste Event	-236.00	-30,008.00	-31,298.00	1,290.00	95.9
20283		Community Clean-up	-451.95	-3,615.60	-5,500.00	1,884.40	65.7
20285		Special Dept Expense	0.00	-624.00	-2,202.00	1,578.00	28.3
20285	062	Spec Dept Exp-Oil Grant 15/16	0.00	-1,898.48	-6,500.00	4,601.52	29.2
20285	065	Spec Dept Exp - DOC 14/15	-250.00	-830.00	-2,040.00	1,210.00	40.7
20285	068	Spec Dept Exp - DOC 13/14	0.00	-2,460.00	-2,460.00	0.00	100
20285	075	Spec Dept Exp - Oil Grant 14/15	0.00	0.00	-4,434.00	4,434.00	0
20285	079	Special Dept Exp - DOC Grant 15/16	0.00	0.00	-4,500.00	4,500.00	0
20286		Cash Over/Under	30.40	146.71	-175.00	321.71	-83.8
20288		City Collections	-1,558.46	-12,467.68	-16,500.00	4,032.32	75.6
20290		Travel	-329.00	-1,454.68	-3,000.00	1,545.32	48.5
20290	062	Travel-Oil Grant - 15/16	0.00	0.00	-2,500.00	2,500.00	0
20290	065	Travel - DOC 14/15	0.00	-99.00	-3,000.00	2,901.00	3.3
20290	079	Travel - DOC Grant 15/16	0.00	-1,441.50	-4,500.00	3,058.50	32.0
20297		Vehicle Fuel	-69.44	-953.39	-1,600.00	646.61	59.6
20301		State Fees	0.00	-30,625.00	-68,931.00	38,306.00	44.4
<b>Total Services &amp; Supplies</b>			<b>12,318.05</b>	<b>1,328,177.25</b>	<b>2,238,511.00</b>	<b>910,333.75</b>	<b>59.33</b>
30490		Depreciation Expense	0.00	0.00	-98,000.00	98,000.00	0
<b>Total Other Charges</b>			<b>0.00</b>	<b>0.00</b>	<b>98,000.00</b>	<b>98,000.00</b>	<b>0.00</b>
70530	025	Interfund-Repayment to County	0.00	-202,271.13	-202,275.00	3.87	100.0
70530	199	Interfund-Cost Plan	-4,507.00	-40,563.00	-53,449.00	12,886.00	75.9
70800		ARC Payment OPEB	0.00	0.00	-11,125.00	11,125.00	0

Statement of Revenues and Expenditures

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Fund: 422 Solid Waste  
 Dept: 421 Solid Waste

Statement of Month Ended: 3/31/2016

Line	Proj	Description	Month Actual	YTD Actual	YTD Budget	YTD Variance	% Exp
70910	123	Op Trans Out Bad Check Fee	0.00	-25.00	0.00	-25.00	0
<b>Total Intra/Inter Fund Trfers</b>			<b>4,507.00</b>	<b>242,859.13</b>	<b>266,849.00</b>	<b>23,989.87</b>	<b>91.01</b>
<b>Total Expenditures</b>			<b>55,853.50</b>	<b>1,916,665.03</b>	<b>3,094,810.00</b>	<b>1,178,144.97</b>	<b>61.93</b>
<b>Net Cost</b>			<b>189,384.40</b>	<b>243,394.42</b>	<b>0.00</b>	<b>243,394.42</b>	



DNSWMA				
GRAND TOTALS				
APRIL 2016				
	Amount to 422-421 91003	Amount to 422-421 91004	Amount to 422-421 91004	TOTAL AMOUNT
	66.53%	33.47%		
DNCTS Cash Total	30,228.94	15,207.61		45,436.55
DNCTS Charge Total	109,372.17	55,023.09		164,395.26
DNCTS Credit/Debit	20,992.15	10,560.76		31,552.91
<b>DNCTS Totals</b>	<b>160,593.25</b>	<b>80,791.47</b>		<b>241,384.72</b>
Klamath Cash Total		3,509.55		3,509.55
Klamath Charge Total		353.13		353.13
<b>Klamath Totals</b>		<b>3,862.68</b>		<b>3,862.68</b>
Gasquet Cash Total		1,707.47		1,707.47
Gasquet Charge Total		8.60		8.60
<b>Gasquet Totals</b>		<b>1,716.07</b>		<b>1,716.07</b>
Adjustments				
<b>GRAND TOTALS</b>	<b>160,593.25</b>	<b>86,370.22</b>		<b>246,963.47</b>

2.5

**MONTHLY SPLIT SHEET  
DNSWMA TRANSFER STATION  
MONTH: April 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	\$ 1,261.03	\$ 286.37	\$ 1,547.40	\$ 1,249.86	\$ 49.75			\$ 1,299.61	\$ 5,971.56	\$ 8,818.57	\$ 1,029.49	\$ 517.91	(\$13.24)	\$ 1,534.16
2	\$ 2,359.06	\$ 156.36	\$ 2,515.42	\$ 1,652.39	\$ 125.16		\$ 10.95	\$ 1,788.50	\$ 378.40	\$ 5,182.32	\$ 1,673.51	\$ 841.91	(\$1.48)	\$ 2,513.94
3	\$ 2,084.07	\$ 153.63	\$ 2,237.60	\$ 1,336.59	\$ 7.10	\$ 7.10		\$ 1,350.79	\$ 1,566.58	\$ 5,154.97	\$ 1,488.68	\$ 748.92	(\$9.90)	\$ 2,227.70
4	\$ 1,426.76	\$ 166.05	\$ 1,592.81	\$ 1,099.42	\$ 44.82			\$ 1,144.04	\$ 7,425.50	\$ 10,162.35	\$ 1,059.70	\$ 553.11	\$2.81	\$ 1,595.62
5	\$ 991.67	\$ 72.49	\$ 1,064.16	\$ 675.49	\$ 44.82			\$ 720.31	\$ 7,875.83	\$ 9,660.30	\$ 707.99	\$ 356.17	(\$3.20)	\$ 1,060.96
6	\$ 1,340.92	\$ 136.96	\$ 1,477.88	\$ 483.10	\$ 32.69			\$ 515.79	\$ 5,928.51	\$ 7,922.18	\$ 983.23	\$ 494.65	\$0.10	\$ 1,477.98
7	\$ 791.95	\$ 55.74	\$ 847.69	\$ 816.14	\$ 7.10		\$ 21.32	\$ 844.56	\$ 7,808.36	\$ 9,500.61	\$ 563.97	\$ 283.72	\$8.80	\$ 856.49
8	\$ 1,343.21	\$ 42.66	\$ 1,385.87	\$ 615.02	\$ 11.94			\$ 626.96	\$ 7,713.77	\$ 9,726.60	\$ 922.02	\$ 463.85	\$0.58	\$ 1,386.45
9	\$ 2,285.59	\$ 218.27	\$ 2,503.86	\$ 2,490.37	\$ 81.01			\$ 2,571.38	\$ 474.55	\$ 5,549.79	\$ 1,665.82	\$ 838.04	\$1.75	\$ 2,505.61
10	\$ 1,419.13	\$ 237.30	\$ 1,656.43	\$ 546.30	\$ 11.58		\$ 42.77	\$ 1,752.26	\$ 1,065.98	\$ 4,474.67	\$ 1,102.02	\$ 554.41	\$0.23	\$ 1,656.66
11	\$ 1,452.00	\$ 103.47	\$ 1,555.47	\$ 546.30	\$ 11.58		\$ 116.39	\$ 674.27	\$ 7,551.54	\$ 9,781.28	\$ 1,034.85	\$ 520.62	(\$0.34)	\$ 1,555.13
12	\$ 1,051.02	\$ 194.71	\$ 1,245.73	\$ 679.35	\$ 14.21			\$ 693.56	\$ 7,755.64	\$ 9,694.93	\$ 828.78	\$ 416.95	(\$0.98)	\$ 1,244.75
13	\$ 1,088.75	\$ 191.90	\$ 1,280.65	\$ 735.31	\$ 17.05			\$ 752.36	\$ 6,984.02	\$ 9,017.03	\$ 852.02	\$ 428.63	(\$0.60)	\$ 1,280.05
14	\$ 834.37	\$ 32.69	\$ 867.06	\$ 524.17	\$ 9.95		\$ 7.10	\$ 541.22	\$ 6,511.97	\$ 7,920.25	\$ 576.86	\$ 290.20	\$0.47	\$ 867.53
15	\$ 1,326.30	\$ 149.27	\$ 1,475.57	\$ 727.88	\$ 51.54	\$ 7.10		\$ 786.52	\$ 8,818.76	\$ 11,080.85	\$ 981.70	\$ 493.87	\$17.90	\$ 1,493.47
16	\$ 1,378.70	\$ 170.02	\$ 1,548.72	\$ 1,290.28	\$ 46.92		\$ 12.79	\$ 1,349.99	\$ 2,028.47	\$ 4,927.18	\$ 1,030.36	\$ 518.36	\$0.21	\$ 1,548.93
17	\$ 1,697.80	\$ 162.05	\$ 1,859.85	\$ 1,176.00	\$ 15.64			\$ 1,191.64	\$ 464.36	\$ 3,515.85	\$ 1,237.36	\$ 622.49	(\$34.06)	\$ 1,825.79
18	\$ 1,616.81	\$ 88.14	\$ 1,704.95	\$ 1,218.35	\$ 41.23	\$ 21.91	\$ 35.54	\$ 1,317.03	\$ 7,906.35	\$ 10,928.33	\$ 1,134.30	\$ 570.65	(\$0.13)	\$ 1,704.82
19	\$ 1,618.17	\$ 164.32	\$ 1,782.49	\$ 802.56				\$ 802.56	\$ 8,168.54	\$ 10,753.59	\$ 1,185.89	\$ 596.60	\$0.32	\$ 1,782.81
20	\$ 943.51	\$ 66.81	\$ 1,010.32	\$ 1,214.99	\$ 77.81			\$ 1,292.80	\$ 7,232.59	\$ 9,535.71	\$ 672.17	\$ 338.15	\$0.32	\$ 1,010.64
21	\$ 1,500.61	\$ 163.29	\$ 1,663.90	\$ 703.04	\$ 45.63			\$ 748.67	\$ 7,284.72	\$ 9,697.29	\$ 1,106.99	\$ 556.91	(\$0.23)	\$ 1,663.67
22	\$ 1,122.18	\$ 106.61	\$ 1,228.79	\$ 546.57	\$ 31.02			\$ 577.59	\$ 6,419.88	\$ 8,226.26	\$ 817.51	\$ 411.28	\$5.00	\$ 1,233.79
23	\$ 1,410.55	\$ 95.24	\$ 1,505.79	\$ 1,053.88	\$ 79.87			\$ 937.95	\$ 1,023.48	\$ 3,155.38	\$ 794.33	\$ 399.62	\$4.96	\$ 1,506.48
24	\$ 885.14	\$ 308.81	\$ 1,193.95	\$ 802.64	\$ 135.31			\$ 815.74	\$ 1,907.75	\$ 2,770.31	\$ 1,001.80	\$ 503.99	\$0.69	\$ 1,198.91
25	\$ 1,401.53	\$ 145.87	\$ 1,547.40	\$ 735.92	\$ 79.82			\$ 815.74	\$ 7,741.58	\$ 10,104.72	\$ 1,029.49	\$ 517.91	\$0.29	\$ 1,547.69
26	\$ 1,086.93	\$ 112.15	\$ 1,199.08	\$ 520.20	\$ 35.54		\$ 65.39	\$ 621.13	\$ 7,959.41	\$ 9,779.62	\$ 797.75	\$ 401.33	(\$0.25)	\$ 1,198.83
27	\$ 808.89	\$ 63.97	\$ 872.86	\$ 861.42	\$ 324.10			\$ 1,185.52	\$ 5,664.09	\$ 7,722.47	\$ 580.71	\$ 292.15	\$4.10	\$ 876.96
28	\$ 1,354.03	\$ 286.01	\$ 1,640.04	\$ 855.68	\$ 68.18	\$ 240.23	\$ 18.12	\$ 1,182.21	\$ 6,942.80	\$ 9,765.05	\$ 1,091.12	\$ 548.92	\$0.81	\$ 1,640.85
29	\$ 1,312.24	\$ 206.05	\$ 1,518.29	\$ 1,076.15	\$ 83.87			\$ 1,160.02	\$ 9,944.80	\$ 12,623.11	\$ 1,010.12	\$ 508.17	\$0.22	\$ 1,518.51
30	\$ 1,779.34	\$ 127.18	\$ 1,906.52	\$ 1,011.96	\$ 162.22			\$ 1,174.18	\$ 1,152.45	\$ 4,233.15	\$ 1,268.41	\$ 638.11	\$23.80	\$ 1,930.32
TOTALS	\$40,972.26	\$4,464.29	\$45,436.55	\$29,196.31	\$1,749.89	\$276.34	\$330.37	\$31,552.91	\$184,395.26	\$241,384.72	\$30,228.94	\$15,207.61	\$8.95	\$45,445.50

oil pd. out  
\$0.50

04/7/16 - Shortage paid from 03/23/16 for \$8.53, collected through DNSWMA office  
04/18/16 - Collection paid from 2012/13 for \$116.70, collected through DNSWMA office

**DAILY TICKET REPORT**  
**DNSWMA TRANSFER STATION**  
**MONTH: April 2016**

<b>Date</b>	<b>BEGIN</b>	<b>END</b>	<b>VOIDED TICKETS</b>	<b>TICKET COUNT</b>
1	870327	870523		197
2	870524	870761		238
3	870762	870988		227
4	870989	871199	2	209
5	871200	871356	2	155
6	871357	871510		154
7	871511	871653		143
8	871654	871834	1	180
9	871835	872064		230
10	872065	872258	1	193
11	872259	872445	1	186
12	872446	872601		156
13	872602	872759		158
14	872760	872851	1	91
15	872852	873029	3	175
16	873030	873218		189
17	873219	873435	1	216
18	873436	873626		191
19	873627	873810	1	183
20	873811	873988	1	177
21	873989	874167	1	178
22	874168	874304	2	135
23	874305	874453		149
24	874454	874607	1	153
25	874608	874784	1	176
26	874785	874942	2	156
27	874943	875062	4	116
28	875063	875225	4	159
29	875226	875416		191
30	875417	875606		190
<b>TOTAL</b>			<b>29</b>	<b>5251</b>

**DNSWMA  
GASQUET TRANSFER STATION - CASH  
Apr-16**

Date	Amount to 422-421 91004	TOTAL CASH AMOUNT
April 2, 2016	536.17	\$ 536.17
April 9, 2016	291.66	\$ 291.66
April 16, 2016	242.44	\$ 242.44
April 23, 2016	423.28	\$ 423.28
April 30, 2016	213.92	\$ 213.92
<b>TOTAL</b>	<b>1707.47</b>	<b>\$ 1,707.47</b>

<b>DNSWMA KLAMATH TRANSFER STATION CASH APRIL 2016</b>		
<b>Date</b>	<b>Amount to</b>	<b>TOTAL CASH AMOUNT</b>
	<b>422-421 91004</b>	
April 3, 2016	565.14	\$ 565.14
April 6, 2016	388.18	\$ 388.18
April 10, 2016	649.43	\$ 649.43
April 13, 2016	305.04	\$ 305.04
April 17, 2016	544.08	\$ 544.08
April 20, 2016	327.28	\$ 327.28
April 24, 2016	432.24	\$ 432.24
April 27, 2016	298.16	\$ 298.16
<b>TOTAL</b>	<b>3,509.55</b>	<b>\$ 3,509.55</b>



DNSWMA									
KLAMATH TRANSFER STATION - DEPOSITS									
April-2016									
TOTAL									
Date	Cash	Checks	Deposit	Over / Short	Sales	Sales	Charges	Tickets	
April 3, 2016	556.54	8.60	565.14	2.80	562.34	565.14		48	
April 6, 2016	253.71	134.47	388.18	-2.43	390.61	388.18		25	
April 10, 2016	620.68	28.75	649.43	5.66	643.77	649.43		51	
April 13, 2016	278.98	26.06	305.04	1.54	303.50	305.04	17.46	22	
April 17, 2016	503.52	40.56	544.08	4.32	539.76	544.08		37	
April 20, 2016	315.73	11.55	327.28	1.15	326.13	327.28		23	
April 24, 2016	409.13	23.11	432.24	2.88	429.36	432.24		33	
April 27, 2016	196.72	101.44	298.16	0.05	298.11	298.16	335.67	23	
<b>TOTAL</b>	<b>\$ 3,135.01</b>	<b>\$ 374.54</b>	<b>\$ 3,509.55</b>	<b>\$ 15.97</b>	<b>\$ 3,493.58</b>	<b>\$ 3,509.55</b>	<b>\$ 353.13</b>	<b>262</b>	

AUTHORITY      REVENUE      REPORT      May 2016

Source		2014/2015		2015/2016	
Authority		Actual Annual		Budget/Month	
Service Fees		Actual/Month	Comparison FYE15 & FYE16	Actual/Month	Over Budget
	\$	1,002,778.17		\$	997,000.00
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	\$ 6,996.66	\$ 86,370.22	\$ 3,286.89
May	\$	85,383.19	\$ -		
June	\$	89,663.96	\$ -		
Total	\$	1,002,778.17	\$ 17,168.84	\$ 844,899.86	\$ 14,066.53

Over last year at this point

Ahead of budget  
1.66%

AUTHORITY      REVENUE      REPORT      May 2016

**2015/2016**

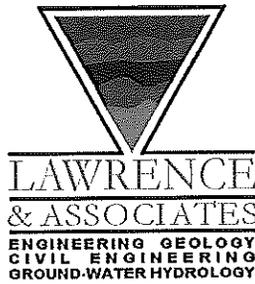
Source      2014/2015      Actual Annual  
**Franchise Fee**

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

	Actual/Under Budget		Comparison FY 14/15
	Actual/Month	Over/Under Budget	
July	\$ 19,500.00	\$ (666.67)	\$ 380.00
August	\$ 24,126.00	\$ 3,959.33	\$ 3,679.00
September	\$ 25,288.00	\$ 5,121.33	\$ 4,713.00
October	\$ 22,618.00	\$ 2,451.33	\$ 1,466.00
November	\$ 21,387.00	\$ 1,220.33	\$ 1,888.00
December	\$ 20,803.00	\$ 636.33	\$ 1,403.00
January	\$ 20,780.00	\$ 613.33	\$ 1,479.00
February	\$ 20,827.00	\$ 660.33	\$ 296.00
March	\$ 21,438.00	\$ 1,271.33	\$ 1,605.00
April	\$ 21,799.00	\$ 1,632.33	\$ 980.00
May			\$ -
June			\$ -
<b>Total</b>	<b>\$ 218,566.00</b>	<b>\$ 16,899.33</b>	<b>\$ 17,889.00</b>

Over last year at this point

7.73%  
Ahead of budget

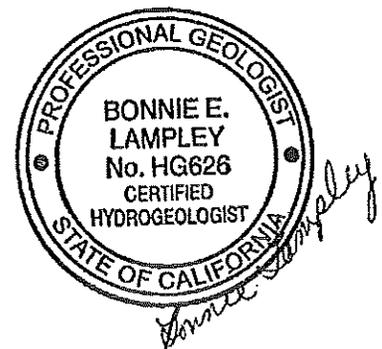


015063.00

**FIRST-HALF 2016**  
**WATER-QUALITY MONITORING REPORT**  
**AND EVALUATION OF**  
**THREAT AND COMPLEXITY RATING**  
**FOR**  
**CRESCENT CITY LANDFILL**

**MAY 5, 2016**

PREPARED FOR:



DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY  
1700 STATE STREET  
CRESCENT CITY, CA 95531

3.1

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**Attachments**

- A. Field Data & Laboratory sheets
- B. Historical data tables (on CD)

## INTRODUCTION

### ***ROUTINE MONITORING***

This document presents the first-half 2016 water-quality monitoring report for the Crescent City Landfill (Landfill), Del Norte County, California (Figure 1). Lawrence & Associates (L&A) prepared this report at the request of the Del Norte Solid Waste Management Authority (DNSWMA), a joint powers authority of the County of Del Norte and the only incorporated city, Crescent City. The Authority has administrative responsibility for the Crescent City Landfill, including environmental monitoring, reporting, and compliance, though the landfill and landfill property are owned by the County of Del Norte.

The Landfill, which was closed in March 2005, is monitored under Waste Discharge Requirements (WDR) Order No. 97-90, issued by the North Coast Regional Water Quality Control Board (NCRWQCB) on September 25, 1997.

In anticipation of updating the WDR, the DNSWMA proposed updates to the Monitoring & Reporting Program (MRP). To that end, L&A prepared a report (MRP Update Report) summarizing the landfill history and operations, describing the hydrogeology of the site, and interpreting the historical water-quality data, and proposing changes to the MRP.<sup>1</sup>

### ***ADDITIONAL MONITORING RELATED TO THREAT/COMPLEXITY RATING***

In an effort to reduce the NCRWQCB Threat/Complexity (T/C) Rating for the Landfill (currently 1A, the highest rating which reflects a high threat to water quality), NCRWQCB staff agreed that the T/C Rating may be temporarily reduced if the DNSWMA samples two of the nearest residential wells to the Landfill. Therefore, in addition to sampling the routine monitoring points, two off-site domestic wells also were sampled (Figure 2).<sup>2</sup>

NCRWQCB staff stated that the T/C rate would be lowered once results show these wells are not impacted by the Landfill and the information is submitted in a report signed and stamped by an appropriate professional (email from Ms. Gina Morrison, NCRWQCB to Mr. Tedd Ward, DNSWMA, October 28, 2015).

NCRWQCB staff have suggested that these off-site wells should continue to be sampled until the DNSWMA installs additional downgradient well(s), presumably between the landfill and the residences. Then, the new monitoring well(s) would be substituted for the residential wells. Based on the analysis herein and the MRP Update Report, it is neither clear whether an additional downgradient well is necessary at this time nor where one should be located. The location of new downgradient wells may depend, in part, on the results of the residential well sampling, and

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<sup>1</sup> L&A, January 13, 2016, *Proposed Updates to Monitoring & Reporting Program for Crescent City Landfill*.

<sup>2</sup> L&A, February 26, 2016, *Protocol for Sampling Domestic Wells Near Crescent City Landfill*.

on the continued monitoring of the E-4 well pair. In the MRP Update Report, we recommended evaluating the need and/or location for a new downgradient well in six months, after one more sampling event for the E-4 pair and sampling of the residential wells. The E-4 well pair was not sampled in first-quarter 2016, therefore the need and/or location for a new downgradient well should be re-evaluated after second-half 2016 sampling.

## SUMMARY

### GROUNDWATER GRADIENT AND MOVEMENT

Figures 2 and 3 shows groundwater elevation contour maps for January 26, 2016, for the Dune (shallow) and Battery (deep) aquifers, respectively. The direction of the groundwater gradient is similar in both aquifers, ranging from east to southeast at magnitudes ranging from 0.006 to 0.025 feet/foot. This is similar to previous periods.

### GENERAL WATER QUALITY

First-quarter 2016 water-quality monitoring was performed by DNSWMA per WDR Order No. 97-90. In addition, two neighboring residential wells were sampled on parcels APN 110-140-16 and -24, per the Sampling and Analysis Plan for Residential Wells dated February 26, 2016, and approved by NCRWQCB staff.

Volatile organic compounds (VOC) were not detected in the residential wells, nor in any landfill wells except for SM-6. In the current sampling event, SM-6 contained 0.90 µg/L of toluene and 24 µg/L of benzene. The detections of VOC in SM-6 since 2012 have been attributed to vandalism (this well has since been fitted with a locking cover). This is supported by the decreasing trend for total dissolved solids (TDS) since closure; if landfill leachate were imparting VOC, TDS would not be expected to be decreasing. TDS is used here as an indicator of the general water quality and level of mineralization.

Wells downgradient of the Landfill and between the Landfill and the residential area show decreasing trends for TDS since Landfill closure. The E-3 pair, W-6E, W-6W, and SM-6 all show statistically significant decreasing trends in TDS since closure. The E-1 pair shows decreasing trends in TDS, although not statistically significant. Most of these wells have not shown VOC detections for at least the last six years. VOC have never been detected in W-6E; VOC have not been detected in W-6W since 2001.

The only increasing trend in TDS is in W-2, and it is unusual, in that there is not a correlative increase in TDS in any of the downgradient wells. If the increase in TDS in W-2 was attributable to significant leachate migrating to groundwater over such a long period (almost 30 years), it would be expected that the downgradient wells would be showing increasing trends. All downgradient wells, however, are showing decreasing trends. Landfill-gas migration also does not appear to be causing this increase, as no other wells show a similar trend. Therefore, we recommend evaluating the casing with a downhole camera survey, to evaluate whether the casing is damaged. If the casing is damaged, the well should be properly abandoned.

Graphical analyses of water quality, through Piper diagrams and Stiff patterns, illustrate that most of the Landfill wells show some degree of Landfill influence in their mineral quality, although most have shown improvements in water quality since closure.

Concentration of all tested parameters in the residential wells met Federal and State drinking water standards. The groundwater in the two residential wells is of good quality.

### **THREAT AND COMPLEXITY RATING**

The Landfill is classified with a 1A Threat/Complexity rating. This is the highest rating, and, based on the definitions, applies as follows:<sup>3</sup>

*Category “1”:* Those discharges of waste that could cause the long-term loss of a designated beneficial use of the receiving water. Examples of long-term loss of a beneficial use include the loss of drinking water supply, the closure of an area used for water contact recreation, or the posting of an area used for spawning or growth of aquatic resources, including shellfish and migratory fish.

*Category “A”:* Any discharge of toxic wastes; any small volume discharge containing toxic waste; any facility having numerous discharge points and groundwater monitoring; or any Class 1 waste management unit.

The other categories are defined as follows:

*Category “2”:* Those discharges of waste that could impair the designated beneficial uses of the receiving water, cause short-term violations of water quality objectives, cause secondary drinking water standards to be violated, or cause a nuisance.

*Category “3”:* Those discharges of waste that could degrade water quality without violating water quality objectives, or could cause a minor impairment of designated beneficial uses as compared with Category 1 and Category 2.

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*Category “B”:* Any discharger not included in Category A that has physical, chemical, or biological treatment systems (except for septic systems with subsurface disposal), or any Class 2 or Class 3 waste management units.

*Category “C”:* Any discharger for which waste discharge requirements have been prescribed pursuant to Section 13263 of the Water Code not included in Category A or Category B as described above. Included are dischargers having no waste treatment systems or that must comply with best management practices, dischargers having passive treatment and disposal systems, or dischargers having waste storage systems with land disposal.

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<sup>3</sup> [http://www.waterboards.ca.gov/resources/fees/docs/fy1415\\_wdr\\_fees.pdf](http://www.waterboards.ca.gov/resources/fees/docs/fy1415_wdr_fees.pdf)

Based on the current monitoring results which show no VOC detections attributable to the Landfill, the statistically significant decreasing trends in the downgradient wells between the Landfill and the residential area, and the good water quality in the residential wells, it appears that the Threat/Complexity rating of 1A is no longer warranted.

The monitoring data show that, if Landfill conditions remain as they are now, there will not be a long-term loss of beneficial uses of groundwater downgradient of the Landfill. The Landfill facility no longer has multiple discharge points (the previously used ponds were clean closed) and there are no indications of toxic substances migrating off the Landfill property. Therefore, the 1A rating is no longer warranted.

Monitoring data do show that the Landfill has affected water quality in its immediate vicinity, although those effects are waning. If Landfill conditions remain as they are now (e.g., closure cap and associated facilities are maintained), it is unlikely that off-site beneficial uses of groundwater or surface water will be affected in the long-term. It is possible, however, that short-term effects could occur, temporarily affecting beneficial uses. Therefore, because the Landfill is classified as a Class 3 facility, with the potential to cause short-term effects to the beneficial uses of groundwater or surface water, a Threat/Complexity rating of 2B would be appropriate.

## SITE DESCRIPTION

The Landfill is located two miles north of Crescent City, in Del Norte County, on a 166-acre property (**Figure 1**). The property encompasses parcels APN 110-020-08, APN 1120-020-43, and a portion of APN 110-020-69. The property is owned by Del Norte County and zoned as a Public Facility. Current land uses within one mile of the site are recreational, wildlife habitat, agricultural, residential, and industrial. The Landfill mound comprises approximately 23 acres of the 167-acre site.

The landfill property is surrounded on three sides by land owned by the California Department of Parks and Recreation; their holdings include approximately 5,000 acres extending from Old Mill Road to the ocean, less than two miles to the west. There is a residential area consisting of sixteen properties located approximately one quarter to one half mile north-northeast of the Landfill mound (main body of waste). Eight property owners adjacent to and in the vicinity of the Landfill were contacted by DNSWMA staff. Three responded and were willing to have their wells sampled. Two of those were chosen (APN 110-140-16 and -24) based on their location relative to the landfill and the direction of the groundwater gradient (**Figures 2 and 3**).

In 1996, the approximate southern half of the landfill was capped with a 60-mil coextruded geomembrane. In October 2005, the second phase of closure included capping the remaining area with a linear low-density polyethylene (LLDPE) geomembrane. Since 2005, no waste has been disposed at the Landfill.

Since 1997, groundwater-monitoring has been conducted using 17 groundwater monitoring wells, one leachate well, and three surface-water points. Two additional wells, E-4 Shallow and E-4 Deep, have been sampled but are not under MRP 97-90, as they were installed in 2014. This report includes analysis and recommendations regarding future sampling of the E-4 wells. Monitoring is conducted by DNSWMA and County staff.

Beginning in at least 1987, evidence of Landfill influence on groundwater and surface-water quality was noted. Impacts consist of periodic detections of organic compounds and elevated mineral constituents. In general, however, water quality has improved since the completion of landfill capping. This was discussed in detail in the MRP Update Report.

## **METHODS**

DNSWMA staff conducted the groundwater and surface-water sampling per the protocol recommended in a Technical Memorandum prepared in 1996 by Winzler & Kelly, and approved by NCRWQCB staff. Before sampling, the depth to water in each groundwater well was measured with an electronic well sounder.

Samples were hand carried, on ice and accompanied by appropriate chain-of-custody documentation, to North Coast Laboratories, Ltd., in Arcata, California.

## **HYDROGEOLOGICAL SETTING**

The following discussions of the hydrogeologic setting and water quality were taken from the more detailed description in the MRP Update Report. Please refer to that report for additional information, as indicated.

### **STRATIGRAPHY**

The Landfill site is underlain by the following geologic units, from ground surface downwards:

- Dune deposits of well-sorted, poorly consolidated, fine-grained sand. The Dune deposit is of varying thickness, depending on the ground-surface topography. In the higher elevation portions of the site, the Dune deposits can be as much as 40 feet thick (*e.g.*, as in the boring for the E-4 wells). In other areas, the Dune deposits may be less than 10 feet thick (*e.g.*, as in the boring for well W-2). Hydraulic conductivity of the Dune deposits ranges from  $1.1 \times 10^{-3}$  to  $5.8 \times 10^{-3}$  cm/sec.
- Underlying the Dune deposits is a unit characterized as the Marsh deposit. The Marsh deposit consists of interbedded peat and silty to clayey sand. It can be present merely as a zone of organic material or greenish-gray clayey zone, or range up to 10 feet thick. It appears to thicken to the northeast (*e.g.*, as in the boring for the E-4 wells).
- Underlying the Marsh deposit is the Battery Formation, a littoral sand deposit. The Battery Formation ranges in thickness from about five to 30 feet, although, in general, it

is thinner overall than the Dune deposits. Hydraulic conductivity of the Battery Formation ranges from  $4.1 \times 10^{-4}$  to  $6.1 \times 10^{-5}$  cm/sec.

- Underlying the Battery Formation is bedrock of the St. George Formation. The St. George Formation consists of highly consolidated siltstone and sandstone, and is considered essentially non-water bearing.

The Dune, Marsh, and Battery deposits range in age from Pleistocene to Holocene (approximately 2.5 million years to present). The St. George Formation is late Miocene in age (approximately 5 to 6 million years).

#### **SURFACE-WATER OCCURRENCE**

Because of the relatively high permeability of the Dune deposits, precipitation and surface drainage can rapidly percolate downward into the deposits. Similarly, there can be a relatively strong connection between groundwater and surface water, especially where groundwater levels are near ground surface. Historically, groundwater mounds were noted below surface impoundments.

#### **GROUNDWATER OCCURRENCE**

Groundwater occurs principally in the Dune and Battery deposits; for practical purposes, the St. George Formation is non-water bearing. Although the Marsh deposit is saturated in some locations, it is not considered an aquifer; rather, it acts as an aquitard between the Dune and Battery deposits.

Depth to groundwater at the Landfill site generally ranges from near ground surface (less than five feet) to approximately 40 feet below ground surface (bgs).

At all locations, the elevation of the piezometric surface is higher in the Dune deposit relative to that of the Battery Formation. The difference ranges from about one foot (in the W-6E/W pair) to almost eight feet (in the W-1E/W pair). Thus, the relative elevations of the piezometric surfaces show that there is a net downward gradient from the Dune deposit to the Battery Formation. This is the case even though the Battery Formation aquifer is semiconfined by the Marsh deposit.

Figures 2 and 3 shows groundwater elevation contour maps for January 26, 2016, for the Dune (shallow) and Battery (deep) aquifers, respectively. The direction of the groundwater gradient is similar in both aquifers, ranging from east to southeast at magnitudes ranging from 0.006 to 0.025 feet/foot. This is similar to previous periods.

Both aquifers show a steepening of the gradient generally in the middle part of the site, beneath the central part of the Landfill mound. In this area, the gradient steepens from approximately 0.006 feet/foot to 0.020 feet/foot, with the direction remaining generally unchanged.

The groundwater gradient in the Battery Formation aquifer shows another distinct steepening and change of direction in the area bounded by the W-6W Deep, E-4 Deep, and E-3 Deep (between

the Landfill mound and the nearest residential wells). In this area, the gradient steepens to 0.025 feet/foot, and has a slight change of direction, becoming more easterly.

Although the various wells' screened intervals are not exactly the same, the differences in screened-interval length or elevation is not sufficient to cause such distinct changes in gradient. Possible explanations for the gradient changes are stratigraphic changes and changes in elevation of the top of the St. George Formation.

To the northeast of the Landfill, the Battery Formation (deep aquifer) essentially thins to nothing, with the lower permeability Marsh deposit lying directly on the St. George Formation. Additionally, the top of bedrock is higher in elevation to the northeast, leading to a thinning of the aquifer. The thinner aquifer and decreasing hydraulic conductivity, an increase in the groundwater gradient is to be expected.

## WATER QUALITY

**Attachment A** contains laboratory sheets; **Attachment B** contains data tables in electronic format. **Table 1** (following text) contains a summary of the first-half results. **Figures 4 through 6** show graphs of total dissolved solids (TDS) vs. time for wells currently monitored, for the historical record (historical data tables are submitted with the semiannual reports and will not be reproduced herein). **Figures 7 through 9** show Stiff patterns of water quality, to illustrate differences in current water quality between wells and changes in water quality over time for downgradient monitoring points on the eastern side of the landfill.

As early as 1987, groundwater quality impacts from site operations were noted. The impacts were attributed to different site operations, including the now-closed sludge and whey ponds, and the landfill itself. Closure of the various ponds and capping the landfill, however, has improved groundwater quality in almost all locations.

### **SOUTHEAST TO SOUTHWEST OF LANDFILL MOUND**

**Figure 4** shows TDS time-series graphs for the E-1 pair, E-2 Deep, SM-6, W-2 Deep, W-3S, and 8-Shallow, located on the generally southeast to southwest sides (downgradient and crossgradient) of the Landfill.

In the E-1 pair, TDS increased in the period 1996 through 2009, but has decreased since 2009. The overall increase between 1996 and the present is statistically significant at the 95% level (statistical sheets are in **Attachment A** in the MRP Update Report). Since closure (2006 to present), TDS in both E-1 wells is decreasing, although the decrease is not statistically significant and E-1 Deep showed a higher TDS in the current sample. Current TDS value in the shallow aquifer at E-1 is approximately 280 mg/L.

Moving to the southeast and immediately adjacent to the landfill, shallow well SM-6 shows a statistically significant decreasing trend for TDS for 1995 through 2015. Current TDS in SM-6 is less than 100 mg/L. Well E-2 Deep shows no significant trend for its period of record (2007 to present). Current TDS in E-2 Deep is approximately 520 mg/L.

Well SM-6 had detections of relatively high concentrations of toluene between September 2012 and September 2013 (see below); toluene was nondetected in November 2014 and March 2015. The patterns of detections (sudden onset, sudden decrease) was attributed to vandalism, not Landfill influence. The DNSWMA recently installed a locking cover on this well. In the current sampling event, SM-6 contained 0.90 µg/L of toluene and 24 µg/L of benzene.

Date	SM-6, Toluene (µg/L)	Date	SM-6, Toluene (µg/L)
6-Sep-12	610	25-Feb-14	1.3
24-Jan-13	1.6	24-Nov-14	<0.5
20-Aug-13	2600	19-Mar-15	<0.5
17-Sep-13	270	18-Aug-15	91
		27-Jan-16	0.90

At the immediate southwestern corner of the Landfill, well W-2 Deep is the only site well that currently shows an increasing trend since closure. The TDS in W-2 Deep shows a significant increasing trend since at least 1990, with no apparent changes since closure. Current TDS in W-2 deep is approaching 900 mg/L. VOC have only been detected in this well once, however, in August 2009 (hexachloroethane at 110 µg/L). This location very close to the landfill, and the groundwater level here likely is very close to the bottom of waste (see **Figures 4 and 6**).

The two shallow wells in the area southwest of the Landfill mound, W-3 Shallow and W-8 Shallow, are upgradient and crossgradient of the Landfill mound, respectively, although W-3 Shallow is downgradient of former waste ponds. For the period of record (1988 to present), W-3 Shallow shows a significant decreasing trend and W-8 Shallow shows no significant trend. This is consistent with W-3 Shallow being downgradient of the former ponds. After their closure, it would be expected that downgradient groundwater quality would improve. W-8 Shallow is crossgradient of former and current Landfill features, so it would be expected that groundwater quality would remain stable at that location. Current TDS in these wells is approximately 150 mg/L. VOC have been nondetected in W-3 Shallow for the last five years; VOC have always been nondetected in W-8 Shallow.

#### ***NORTHEAST TO NORTH OF LANDFILL MOUND (TOWARDS RESIDENTIAL AREA)***

**Figure 5** shows the time-series graphs for wells northeast to north of the Landfill mound, directly between the Landfill and the closest neighboring wells which are to the northeast of the Landfill property. Monitoring wells between the Landfill and the neighbors are the E-3 and E-4 pairs. The E-3 pair has been monitored since 1996; the E-4 pair was installed in early 2014, and thus has only a small data set.

Looking at TDS from the period-of-record shows that values were higher in both E-3 Shallow and Deep before closure. Before closure, TDS ranged near or above 1,200 mg/L periodically in these wells. Since closure, TDS has decreased and is currently near or below 300 mg/L. The decreasing trends in these wells since closure is statistically significant.

Both wells have had period detections of VOC, although all VOC have been nondetected in E-3 Shallow for the last six years. In E-3 Deep, there were occasional detections of chloroethene, at 1 to 2 µg/L, between 2002 and 2013. Methyl tert-butyl ether (MTBE) was detected in E-3 Deep in 2002 (6.4 µg/L), 2009 (0.52 µg/L), and 2014 (0.74 µg/L). Tert-butyl alcohol (TBA) was detected in E-3 Deep in August 2014 at 13 µg/L. No VOC were detected in either E-3 Shallow or Deep in January 2016.

In the E-4 Shallow and Deep pair (not shown on **Figure 5** because of the short period-of-record), TDS in August 2014 was at 550 mg/L in the shallow aquifer and 460 mg/L in the deep aquifer. MTBE and TBA were nondetected in the shallow aquifer. In the deep aquifer, MTBE was detected at 0.6 µg/L and TBA at 6.9 µg/L in August 2014. The E-4 pair was not sampled for the current event.

At the immediate northern edge of the Landfill mound and crossgradient of the waste, the 6-E Shallow and 6-W Deep pair show no significant trends in TDS for the period-of-record. Since closure, however, both show significant decreasing trends. Over the last five years, TDS has hovered around 200 mg/L for both wells. VOC have always been nondetected in 6-E Shallow; VOC have not been detected since 2001 in 6-W Deep.

In the shallow aquifer farther north and crossgradient of the Landfill mound, well W-10 Shallow shows no significant trends for TDS, although there are distinct seasonal variations in TDS concentrations. TDS generally ranges between 100 and 300 mg/L, seasonally. VOC have always been nondetected.

#### **UPGRADIENT OF LANDFILL MOUND**

**Figure 6** shows the time-series graphs for wells upgradient of the Landfill mound. The well pair W-1E Shallow and W-1W Deep historically showed relatively high TDS concentrations (500 to 800 mg/L) which were related to the previous waste ponds. After closure of the waste ponds, TDS in this well pair decreased almost immediately, and has remained relatively constant since. Current TDS values generally are less than 150 mg/L for the deep aquifer and less than 200 mg/L for the shallow aquifer. VOC have always been nondetected in this well pair.

Well SM-7, in the shallow aquifer to the north of the W-1E/W-1W pair, shows a similar pattern. Historic TDS values were as high as 1,200 mg/L because SM-7 was near former waste ponds. After closure, TDS decreased immediately, and since 2006 has been stable, ranging from 100 to 150 mg/L. There was one VOC detection in 2009 (hexachloroethane at 110 µg/L); there have been no other detections during the period of record (1996 to present). It is likely that the hexachloroethane detection in 2009 represented outside contamination of some sort, not aquifer conditions.

Upgradient of the Landfill mound and generally outside of the influence of other Landfill features, the W-9 Shallow/Deep well pair has shown consistent water quality since 1997. For that period, TDS in the shallow aquifer here has been consistently just over 240 mg/L. In the

deep aquifer, TDS has shown more variability than in the shallow aquifer, ranging between 100 and 250 mg/L. VOC always have been nondetected in this well pair.

### **NEIGHBORING RESIDENTIAL WELLS**

Residential wells were sampled on lots APN 110-140-16 (Lot 16) and 110-140-24 (Lot 24; **Figures 2 and 3**). Landfill wells closest to these lots are the E-3 and E-4 pairs.

In general, water quality in these wells is good, with all tested parameters meeting drinking water standards (all concentrations were below relevant Maximum Contaminant Levels).

VOC (USEPA Method 8260B list) were not detected.

All metals were non-detected except for manganese and zinc, which were detected at similar concentrations as the nearby landfill monitoring wells. These concentrations may be naturally occurring or derived from well casing materials.

A comparison of water quality between the neighboring wells and landfill wells is discussed further in the following section.

### **GRAPHICAL ANALYSES OF WATER QUALITY**

Graphical analyses of water quality by Piper (trilinear) diagrams and Stiff patterns are a good way to illustrate similarities and differences between samples. **Figures 7 and 8** show a Piper diagram and Stiff patterns, respectively, for groundwater.

To construct these diagrams, it is necessary to have data for the major cations (magnesium, calcium, potassium, and sodium) and anions (bicarbonate, sulfate, and chloride). The most recent monitoring event for the landfill wells in which all of these constituents were analyzed was in late 2014 (August, October, and November). The major ions were analyzed in the neighboring wells in January 2016. Therefore, the following discussion is based on these sampling events.

Both types of diagrams are constructed by plotting the concentrations (in milliequivalents per liter, mEq/L) of cations and anions in different ways. For Piper diagrams, the cations and anions are plotted on their respective trilinear diagrams; lines parallel to the triangle edges then are extended into the upper diamond plotting area. The water-quality type of a given sample is plotted where those lines intersect. For Stiff patterns, the cations are plotted on one side of a vertical axis and the anions on the other side of the axis. Connecting the plotted concentrations with lines forms a shape which is particular to a given water-quality type.

What is important to note with Stiff patterns are the size and shape. The larger the size, the more mineralized the water (higher ion concentrations). The shape has no inherent significance; that is, a particular shape does not indicate good or bad water quality. Rather, the shapes of different samples can be compared to see whether the water quality is similar or whether mixing of waters has occurred.

Groundwater quality type in the residential wells is generally similar in type to groundwater beneath and in the vicinity of the landfill, but of slightly better quality. This is illustrated by the Piper diagram (**Figure 7**), herein. The residential wells plot at the far side of the grouping of most of the landfill wells, which plot between leachate (as represented by L-3) and background (W-1W Deep and W-10 Shallow). The plotting location of the neighboring wells illustrates that their water quality, although similar, is better than that from the monitoring wells downgradient of the landfill.

This is further illustrated by the Stiff patterns of water quality (**Figure 8**). The pattern for Lot 16 is quite similar to that for E-3 Shallow, but it is smaller. This indicates better groundwater quality at Lot 16.

The pattern for Lot 24, which is between Lot 16 and the landfill property boundary, shows some similarities to the patterns for the E-1 well pair, but also differences. The pattern for Lot 24 is similar in that the proportion of magnesium is higher relative to the other cations (sodium, potassium, and calcium). It is different in that the total amount of sodium, potassium, and calcium is lower than in the E-1 pair; the concentration of bicarbonate also is much lower in Lot 24 than in the E-1 pair.

Thus, the groundwater quality at Lots 16 and 24 may show slight evidence of landfill influence, as illustrated by the relative proportions of naturally occurring elements. The relative proportions of naturally occurring elements can be affected by both leachate and gas migration from a landfill. This has been interpreted to have occurred at the Crescent City Landfill, although the effects are waning, as discussed in our report, *Proposed Updates to Monitoring & Reporting Program for Crescent City Landfill, January 13, 2016*. These effects, if occurring at the locations of Lots 16 and 24 are slight, and do not adversely affect the beneficial uses of this groundwater.

To further illustrate the general groundwater quality and changes over time, **Figure 9** shows a map of Stiff patterns for just the landfill wells. In the Landfill data set, there was sufficient data (all the cations and anions for a given well analyzed on the same date) to prepare Stiff patterns for 1995/1996, 2002, 2009, and 2014, to illustrate changes over time. Not all wells, however, had data for all these dates.

At the Landfill, the Stiff patterns for the upgradient well SM-7 clearly illustrate how the closure of the waste ponds improved groundwater quality. The 1996 pattern for SM-7 is significantly larger and of a different shape than the subsequent patterns.

As expected, the Stiff patterns of downgradient wells and those immediately adjacent to the waste show larger patterns than those upgradient or cross gradient. Wells E-2 Deep shows the largest current pattern (W-2 Deep, which has the highest TDS currently, did not have sufficient data to plot a 2014 pattern). Well SM-6 previously (1996) had a pattern similar in size and shape to the E-2 pattern, but its current pattern is more similar to background.

As with the TDS trends, the Stiff patterns for the E-3 pair illustrate water quality improvements since closure, by the decreasing pattern size.

There is a difference in the shape of the patterns between the E-1 Shallow/Deep location and the E-3 and E-4 location. The patterns at E-1 show similarities to the pattern of the leachate well, L-3, with a higher proportion of sodium compared to calcium. The patterns for E-3 and E-4 show a lower proportion of sodium compared to calcium. This difference suggests that groundwater quality in the E-1 location is affected by different conditions than at the E-3 / E-4 location, possibly because of landfill-gas impacts (discussed in the next section).

### **LANDFILL GAS IMPACTS ON WATER QUALITY**

In addition to potentially imparting VOC to groundwater, landfill gas can affect the mineral quality of groundwater because of its relatively high carbon dioxide (CO<sub>2</sub>) content. Higher CO<sub>2</sub> leads to acidic conditions which can then lead to dissolution of naturally occurring minerals in the formation. Typically, landfill-gas impacts to the mineral quality of groundwater is shown by increases in bicarbonate alkalinity, calcium, and magnesium concentrations, without increases in sodium or chloride concentrations.

At the Landfill, atmospheric gases (oxygen and carbon monoxide) and methane are measured quarterly in probes immediately adjacent to the waste and in compliance (perimeter) probes at the property boundary. Methane has always been nondetected and oxygen has always been at or near atmospheric concentrations (approximately 21%) in the compliance probes. Thus, there has never been evidence of landfill gas at the property boundary.

In the probes immediately adjacent to the waste, methane had been detected periodically over the last five years in probes G1, G5, G, G7, and G16 (note that a G designation has been added to the gas probe names herein, for ease of reference and to avoid confusion with groundwater well names; we are not proposing to change the names of any of the probes).

Oxygen concentrations in the probes adjacent to waste also show the influence of landfill gas. **Figure 10** shows graphs of oxygen concentrations in the near-waste probes; although carbon dioxide is not measured directly, its concentration can be inferred from the oxygen concentrations because these two gases are the major components of landfill gas (carbon monoxide generally is nondetected at the Landfill). That is, if oxygen concentration is low, carbon dioxide concentration will be high. From the graphs in **Figure 10**, it can be inferred that carbon dioxide usually is higher in probes G1 (at least before 2013), G3, G5, G6, G7, G8, and G16, mainly along the southern and southwestern edge of the landfill.

**Figures 11 and 12** show time-series graphs of the parameters that often are affected by landfill gas, for background well 9 and downgradient wells to the east and south of the waste. If groundwater quality is affected by landfill gas, bicarbonate alkalinity, calcium, and magnesium concentrations may be higher, without increases in sodium or chloride concentrations.

For bicarbonate and calcium (**Figure 11**), wells E-2 Deep and W-2 Deep currently have the highest concentrations, with W-2 Deep showing an increasing trend since 2002. Bicarbonate and calcium in E-2 Deep, although higher, has been stable since 2007. Bicarbonate and calcium generally have decreased in E-3 Shallow and Deep, and E-1 Shallow, since 2005. In E-1 Deep, bicarbonate is variable.

Magnesium (**Figure 12**) shows similar trends in these wells, although the increasing trends in E-2 Deep and W-2 Deep are more pronounced, and the rate of increase has become greater since late 2011. Sodium (**Figure 12**) in most wells is variable and does not show observable trends.

Based on the above, it is possible that wells E-2 Deep and W-2 Deep are affected by landfill gas. If landfill-gas effects extend downgradient, they are mixed with effects from landfill leachate, as illustrated by the shapes of the Stiff patterns (**Figure 9**). The shapes of the Stiff patterns for the E-1, E-3, and E-4 well pairs suggest mixing of leachate (as illustrated by L-3) and landfill-gas (as illustrated by E-2 Deep) impacts.

Although there are indications of landfill-gas impacts on mineral groundwater quality, it does not appear that landfill gas has imparted significant concentrations of VOC to groundwater. For example, in E-2 Deep, immediately adjacent to waste, VOC have only been detected once (hexachloroethane at 110 µg/L in August 2009); between 1996 and through 2015, all other VOC have been nondetected. In W-2 Deep, VOC have been nondetected for at least 20 years.

TABLE 1  
Summary of Current Monitoring Data - Crescent City Landfill

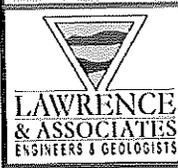
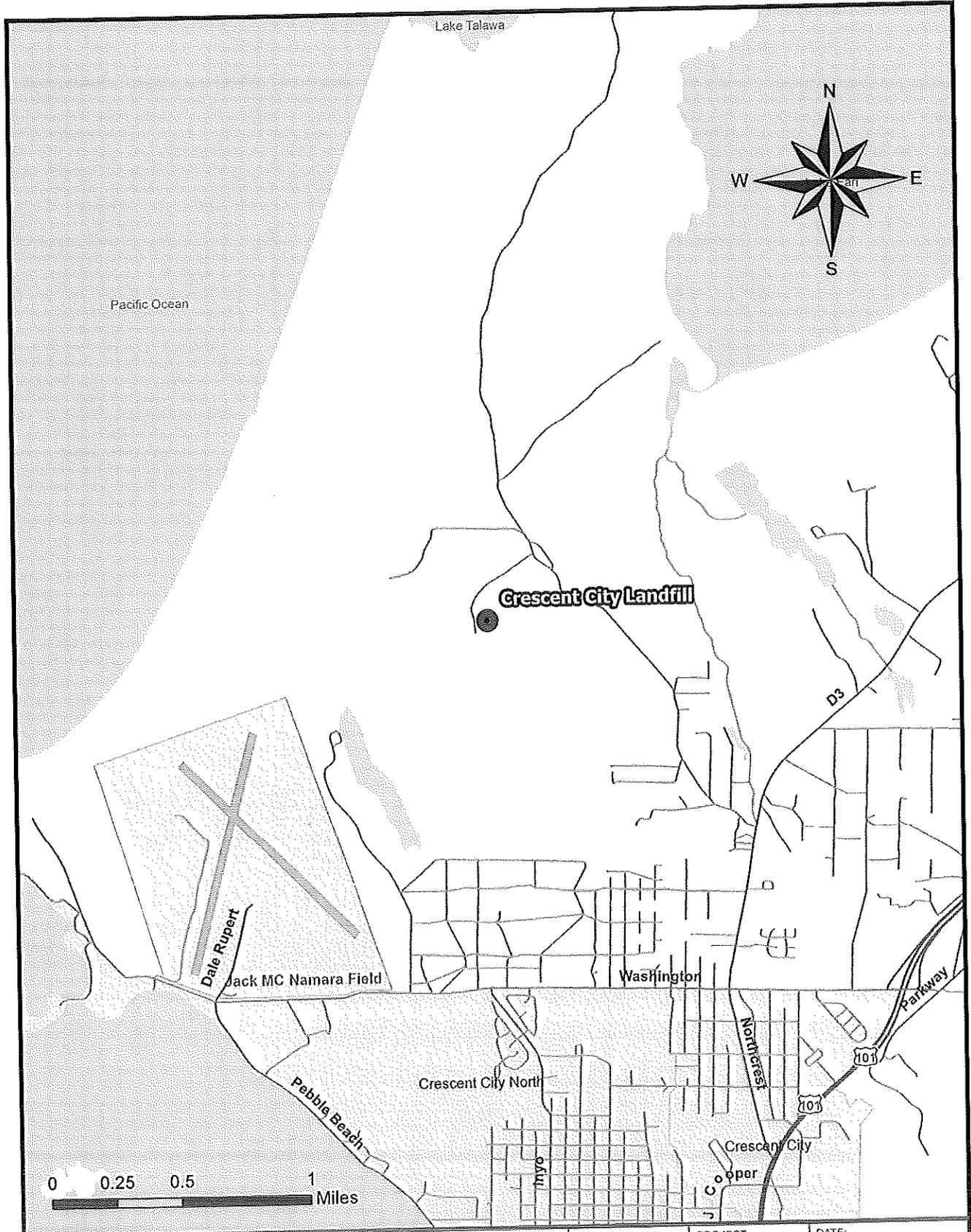
Point	Date	TDS (mg/l)	Chloride (mg/l)	Sulfate (mg/l)	Alkalinity (mg/l)	Conductivity (umhos/cm)	pH (units)	Nitrate (mg/l)	Fluoride (mg/l)	Bicarbonate (mg/l)	Carbonate (mg/l)	COD (mg/l)	Calcium (mg/l)
E-1_DEEP	01/27/16	600	n/a	<0.50	450	1000	7.0	<0.10	<0.10	450	<1.0	14	92
E-1_SH	01/27/16	280	n/a	1.7	220	560	6.8	<0.10	<0.10	200	<1.0	5.7	25
E-2_DEEP	01/27/16	520	n/a	<0.50	390	830	7.6	<0.10	<0.10	390	1.6	<5.0	100
E-3_DEEP	01/26/16	320	n/a	<0.50	260	540	6.9	<0.10	<0.10	260	<1.0	5.7	56
E-3_SH	01/26/16	230	n/a	1.8	180	380	7.1	0.3	<0.10	180	<1.0	7.4	51
E-4_DEEP	NS	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
E-4_SH	NS	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
W-1W_SH	01/27/16	110	n/a	1.9	52	130	7.2	0.2	<0.10	52	<1.0	67	12
W-1E_DEEP	NS	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
W-2_DEEP	01/27/16	870	n/a	<0.50	420	1200	6.7	<0.10	<0.10	420	<1.0	12	130
W-3S_SH	01/27/16	110	n/a	3.0	52	130	6.8	<0.10	<0.10	52	<1.0	12	8.4
W-6E_SH	01/26/16	190	n/a	1.7	120	300	7.2	<0.10	<0.10	120	<1.0	7.3	27
W-6W_DEEP	01/26/16	190	n/a	<0.50	120	270	7	<0.10	<0.10	120	<1.0	7.4	13
W-8_SH	01/26/16	100	n/a	1.4	58	150	7.2	<0.10	<0.10	58	<1.0	14	11
W-9_SH	01/26/16	91	n/a	1.6	45	110	6.9	<0.10	<0.10	45	<1.0	14	2.6
W-9_DEEP	01/26/16	240	n/a	<0.50	170	380	7.1	<0.10	<0.10	170	<1.0	10	60
W-10_SH	01/27/16	84	n/a	1.2	37	95	7.7	0.11	<0.10	37	<1.0	7.9	9.8
SM-5_SH	01/27/16	61	n/a	1.1	39	89	6.6	0.2	<0.10	39	<1.0	38	7.9
SM-7_SH	01/27/16	110	n/a	2.5	42	150	6.6	<0.10	<0.10	42	<1.0	7.9	4.9
S-1	01/27/16	n/a	n/a	n/a	n/a	n/a	7.6	<0.10	n/a	n/a	n/a	30	4.4
S-2	01/27/16	n/a	n/a	n/a	n/a	n/a	6.9	<0.10	n/a	n/a	n/a	280	41
S-3	01/27/16	n/a	n/a	n/a	n/a	n/a	7.1	0.16	n/a	n/a	n/a	18	5.8
L-3	NS	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
110-140-24	04/07/16	149	10	1.8	81	210	7.73	<0.10	<1.0	81	<1.0	6.9	22
110-140-16	04/07/16	210	9.8	2	170	385	7.85	<0.10	<1.0	170	<1.0	<1.0	50

Notes: NS = Not sampled. Only VOC and metals that were detected are listed.

TABLE 1  
Summary of Current Monitoring Data - Crescent City Landfill

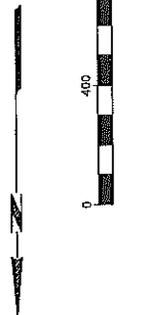
Point	Date	Magnesium (mg/l)	Manganese (mg/l)	Potassium (mg/l)	Sodium (mg/l)	Hardness (mg/l)	Toluene (ug/L)	Benzene (ug/L)	Arsenic (ug/L)	Barium (ug/L)	Cobalt (ug/L)	Nickel (ug/L)	Zinc (ug/L)
E-1_DEEP	01/27/16	95	2.3	3.3	24	620	<0.50	<0.50	18	12	<5	18	<10
E-1_SH	01/27/16	33	0.36	12	24	200	<0.50	<0.50	7.4	19	<5	11	<10
E-2_DEEP	01/27/16	72	0.61	3.3	15	560	<0.50	<0.50	35	12	<5	5.2	<10
E-3_DEEP	01/26/16	32	1.1	8.3	17	270	<0.50	<0.50	11	11	<5	<5	<10
E-3_SH	01/26/16	21	0.36	2.9	9.5	210	<0.50	<0.50	<5	<5	<5	6.7	<10
E-4_DEEP	NS	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
E-4_SH	NS	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
W-1W_SH	01/27/16	9.1	0.0045	0.44	5.9	67	<0.50	<0.50	<5	<5	<5	<5	<10
W-1E_DEEP	NS	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
W-2_DEEP	01/27/16	120	7.2	0.8	16	790	<0.50	<0.50	34	12	7.4	21	12
W-3S_SH	01/27/16	11	0.19	0.49	5.9	65	<0.50	<0.50	5.3	<5	<5	17	<10
W-6E_SH	01/26/16	18	0.081	0.86	12	140	<0.50	<0.50	<5	<5	<5	<5	<10
W-6W_DEEP	01/26/16	23	0.26	0.94	12	130	<0.50	<0.50	5.4	<5	<5	<5	<10
W-8_SH	01/26/16	9.6	0.018	0.56	4.9	67	<0.50	<0.50	<5	<5	<5	<5	<10
W-9_SH	01/26/16	9.5	0.01	0.96	5.9	46	<0.50	<0.50	<5	<5	<5	<5	<10
W-9_DEEP	01/26/16	12	0.2	1.1	12	200	<0.50	<0.50	6.1	<5	<5	5.6	<10
W-10_SH	01/27/16	4.4	0.0058	0.28	2.7	43	<0.50	<0.50	<5	<5	<5	<5	<10
SM-6_SH	01/27/16	3.6	0.029	0.83	2.3	35	0.90	24	<5	9.3	<5	5.9	600
SM-7_SH	01/27/16	11	0.045	0.85	10	56	<0.50	<0.50	<5	<5	<5	25	<10
S-1	01/27/16	11	0.024	2.8	6.5	57	<0.50	<0.50	<5	<5	<5	8.1	<10
S-2	01/27/16	21	0.20	7.2	11	190	<0.50	<0.50	<5	110	<5	5.8	<10
S-3	01/27/16	8.6	0.064	1.4	8.5	50	<0.50	<0.50	<5	6	<5	<5	<10
L-3	NS	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
110-140-24	04/07/16	72	0.014	0.61	5.2	83	<0.50	<0.50	<5	<5	<5	<5	22
110-140-16	04/07/16	9.2	0.0099	0.89	9.7	160	<0.50	<0.50	<5	<5	<5	<5	16

Notes: NS = Not sampled. Only VOC

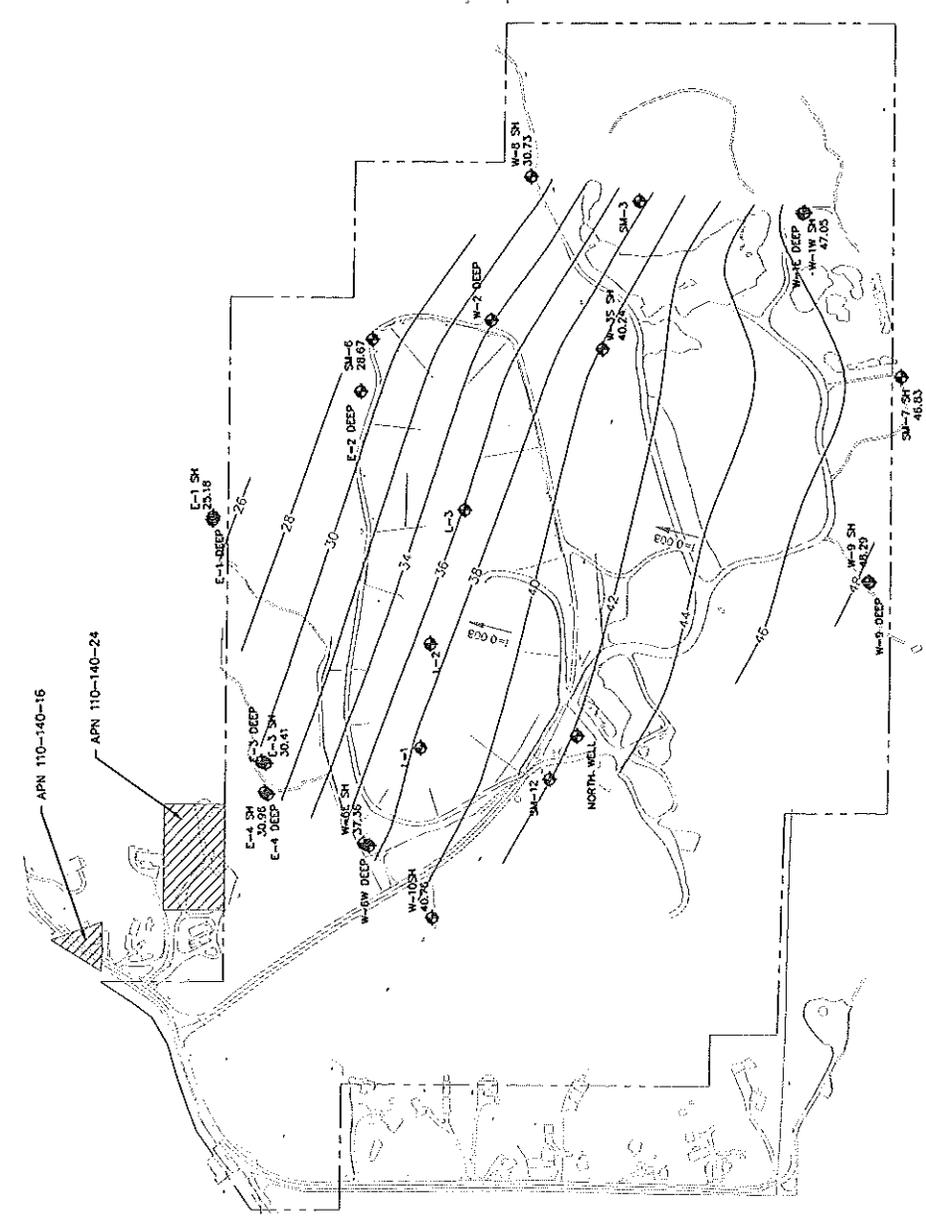


**SITE VICINITY MAP**

PROJECT NAME: CRESCENT CITY L.F.	PROJECT 015063.00	DATE: 4/22/2016
CLIENT: DNSWMA	DRAWN BY: D. ZAITZ	<b>FIGURE 1</b>
SCALE: 1 in = 0.5 miles	CHECKED BY: B. LAMPLEY	



- LEGEND**
- ◆ E-2  
22.21 GROUNDWATER MONITORING WELL  
SHOWN GROUNDWATER ELEVATION FEET MSL
  - 22 — GROUNDWATER ELEVATION CONTOUR, FEET MSL
  - I=0.005 GROUNDWATER GRADIENT FT/FT
  - ▨ PARCELS OF RESIDENTIAL  
WELLS SAMPLED ON APRIL 7,  
2016; DEPTH TO WATER NOT  
AVAILABLE



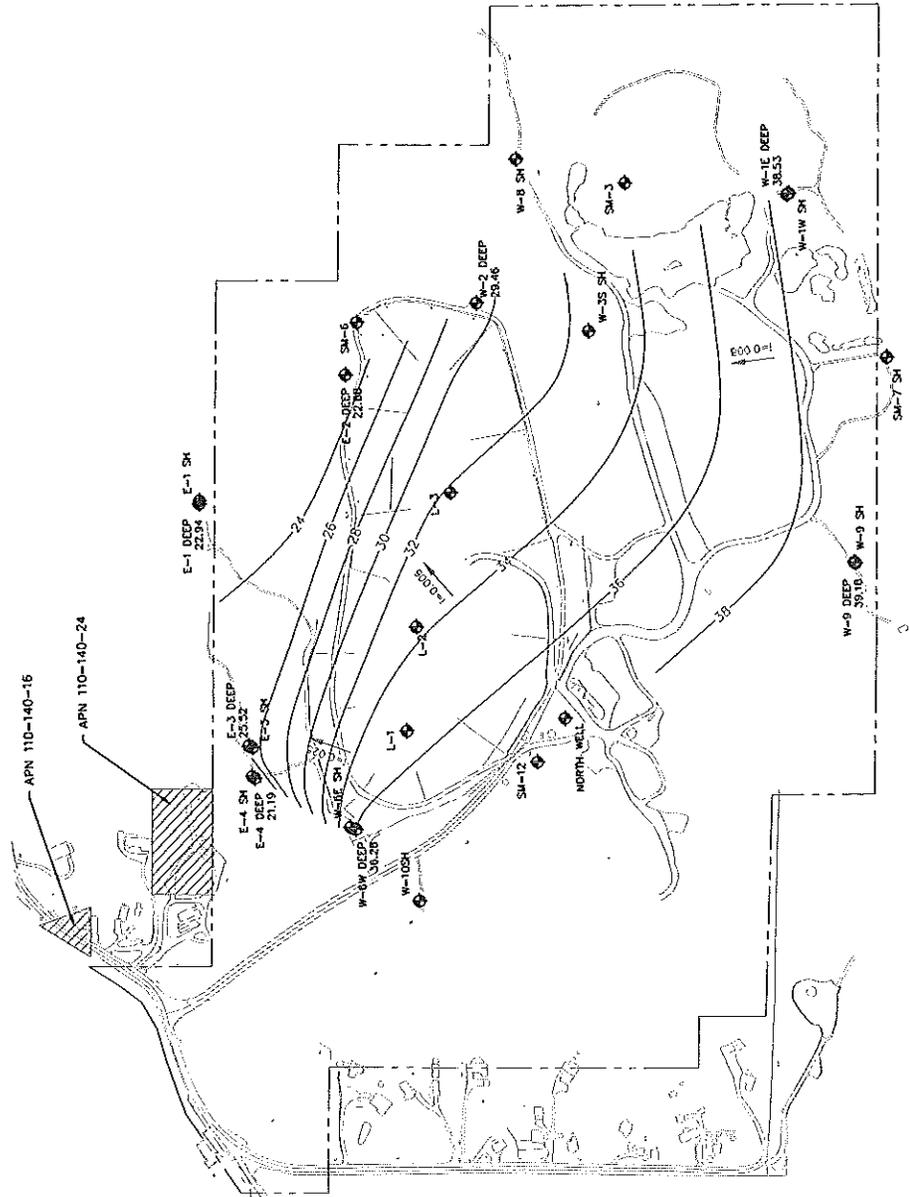
ISSUANCE: **FIGURE 2**  
SHEET: OF  
DATE: 4/22/2016

**SHALLOW AQUIFER  
GROUNDWATER ELEVATION  
CONTOUR MAP - JAN. 26, 2016**

DEL NORTE SOLID WASTE MGMT AUTHORITY  
**CRESCENT CITY LANDFILL**



NO.	DATE	REVISIONS	BY	CHK	PROJECT NO.	PROJECT I.D.
					110-140-16	110-140-24
					DRG	SCALE: 1"=200'
					ENGINEER:	DATE:
					CHECKED BY:	DATE:



**LEGEND**

- ◆ E-2  
22.21 GROUNDWATER MONITORING WELL  
SHOWN GROUNDWATER ELEVATION FEET MSL
- 22 — GROUNDWATER ELEVATION CONTOUR, FEET MSL
- ⇨ i=0.006 GROUNDWATER GRADIENT FT/FT
- ▨ PARCELS OF RESIDENTIAL WELLS SAMPLED ON 7/24/16. DATA NOT AVAILABLE

DRAWING: **FIGURE 3**  
 SHEET: \_\_\_\_\_ OF \_\_\_\_\_  
 DATE: 4/22/2016

**DEEP AQUIFER  
 GROUNDWATER ELEVATION  
 CONTOUR MAP - JAN. 26, 2016**

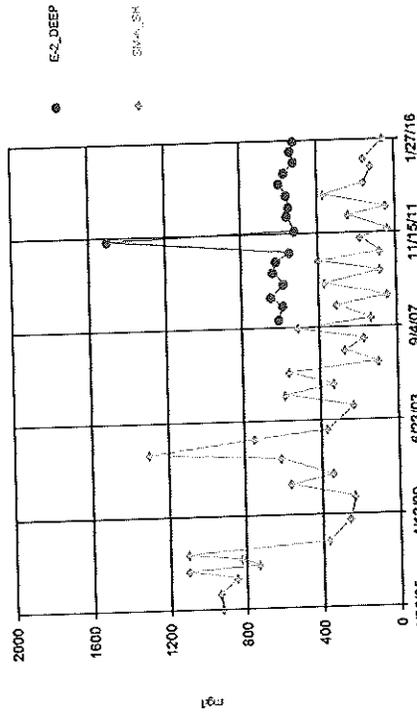
DEL NORTE SOLID WASTE MGMT AUTHORITY  
 CRESCENT CITY LANDFILL



NO.	DATE	REVISIONS	BY	CHK	PROJECT NO.	PROJECT ID.
					01500100	
			DRAWN BY:		SCALE:	
			ENGINEER:		DATE:	
			CHECKED BY:		DATE:	

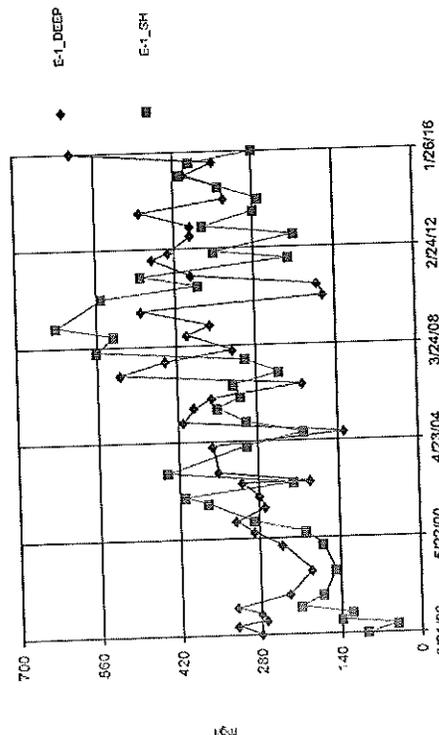
WQWater Plot™ v.9.4.41

### Time Series



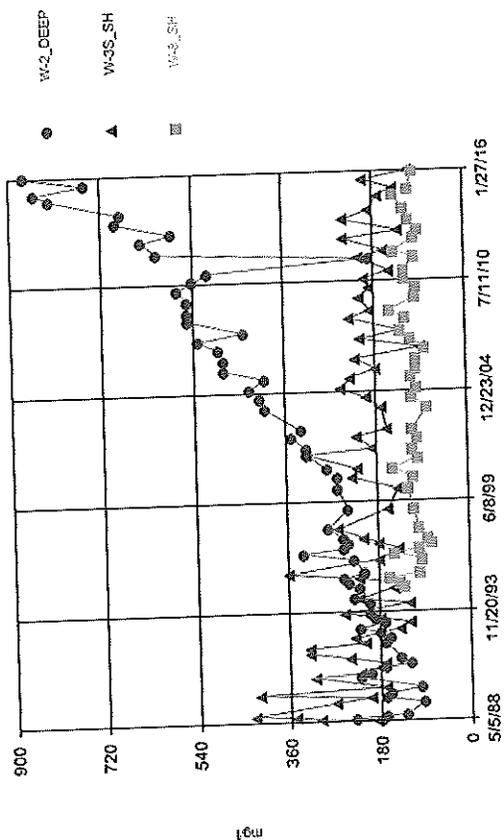
WQWater Plot™ v.9.4.41

### Time Series



WQWater Plot™ v.9.4.41

### Time Series

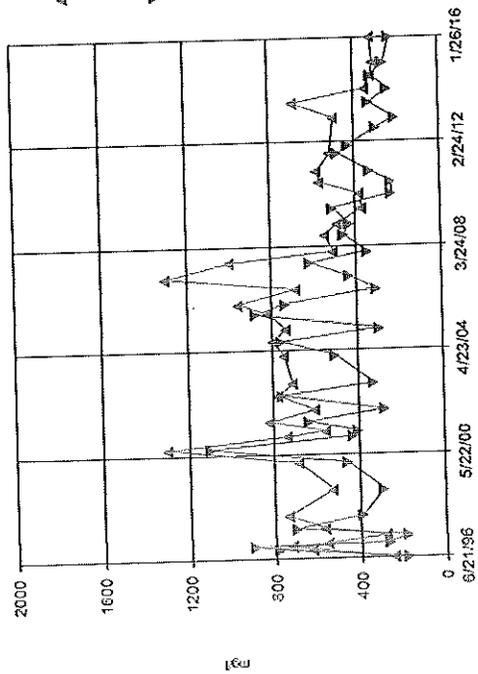


Constituent: TDS Analysis Run 4/27/2016 10:55 AM View: Downgradient  
 Facility: Crescent City Landfill Data File: CCLF\_Stats

**FIGURE 4**

WQStar Plot™ v0.4.41

Time Series

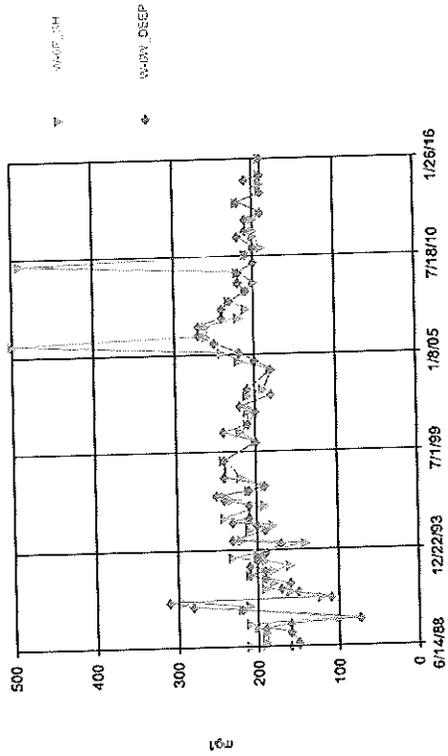


Constituent: TDS Analysis Run 4/27/2016 10:59 AM View: Downgradient  
Facility: Crescent City Landfill Data File: CCLF\_Stats

WQStar Plot™ v0.4.41

WQStar Plot™ v0.4.41

Time Series



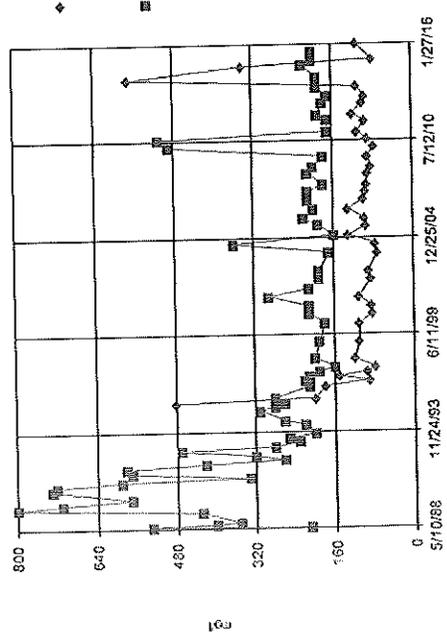
Constituent: TDS Analysis Run 4/27/2016 11:00 AM View: Downgradient  
Facility: Crescent City Landfill Data File: CCLF\_Stats

Constituent: TDS Analysis Run 4/27/2016 11:01 AM View: Downgradient  
Facility: Crescent City Landfill Data File: CCLF\_Stats

FIGURE 5

WQStar Plot™ v0.4.41

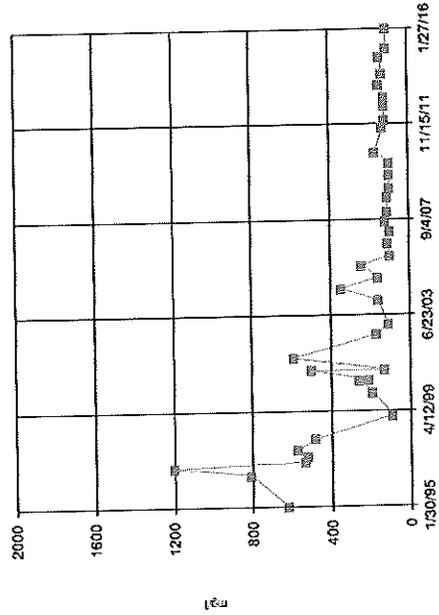
### Time Series



Constituent: TDS Analysis Run 4/27/2016 11:02 AM View: Downgradient  
Facility: Crescent City Landfill Data File: CCLF\_Stats

WQStar Plot™ v0.4.41

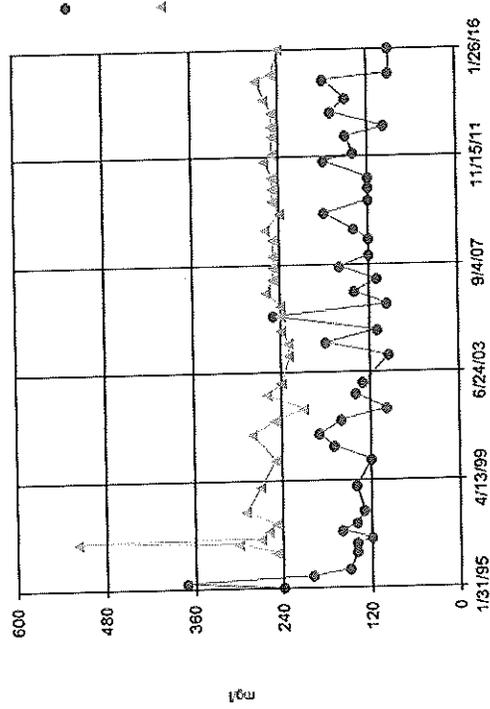
### Time Series



Constituent: TDS Analysis Run 4/27/2016 11:03 AM View: Downgradient  
Facility: Crescent City Landfill Data File: CCLF\_Stats

WQStar Plot™ v0.4.41

### Time Series



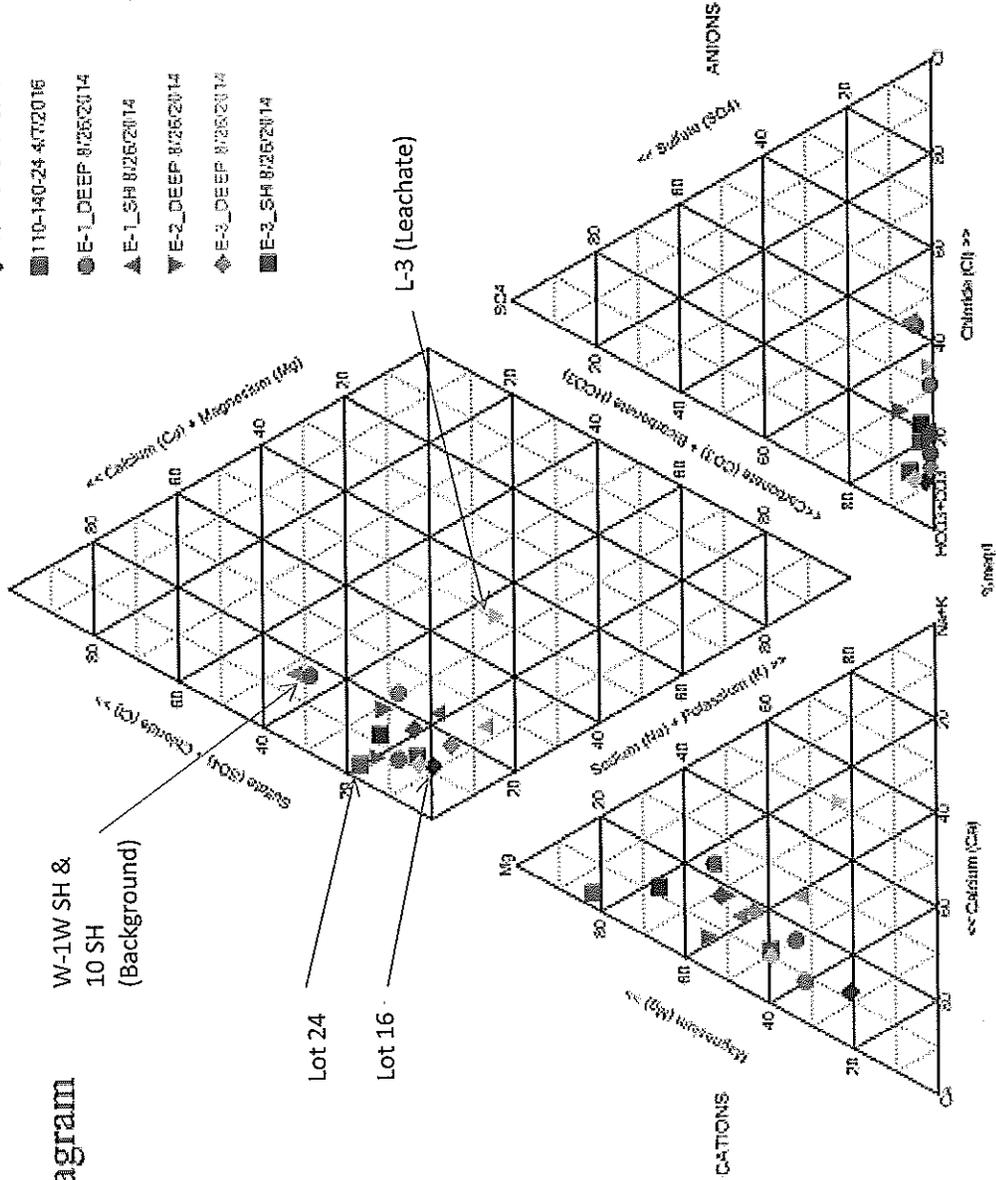
Constituent: TDS Analysis Run 4/27/2016 11:04 AM View: Downgradient  
Facility: Crescent City Landfill Data File: CCLF\_Stats

FIGURE 6

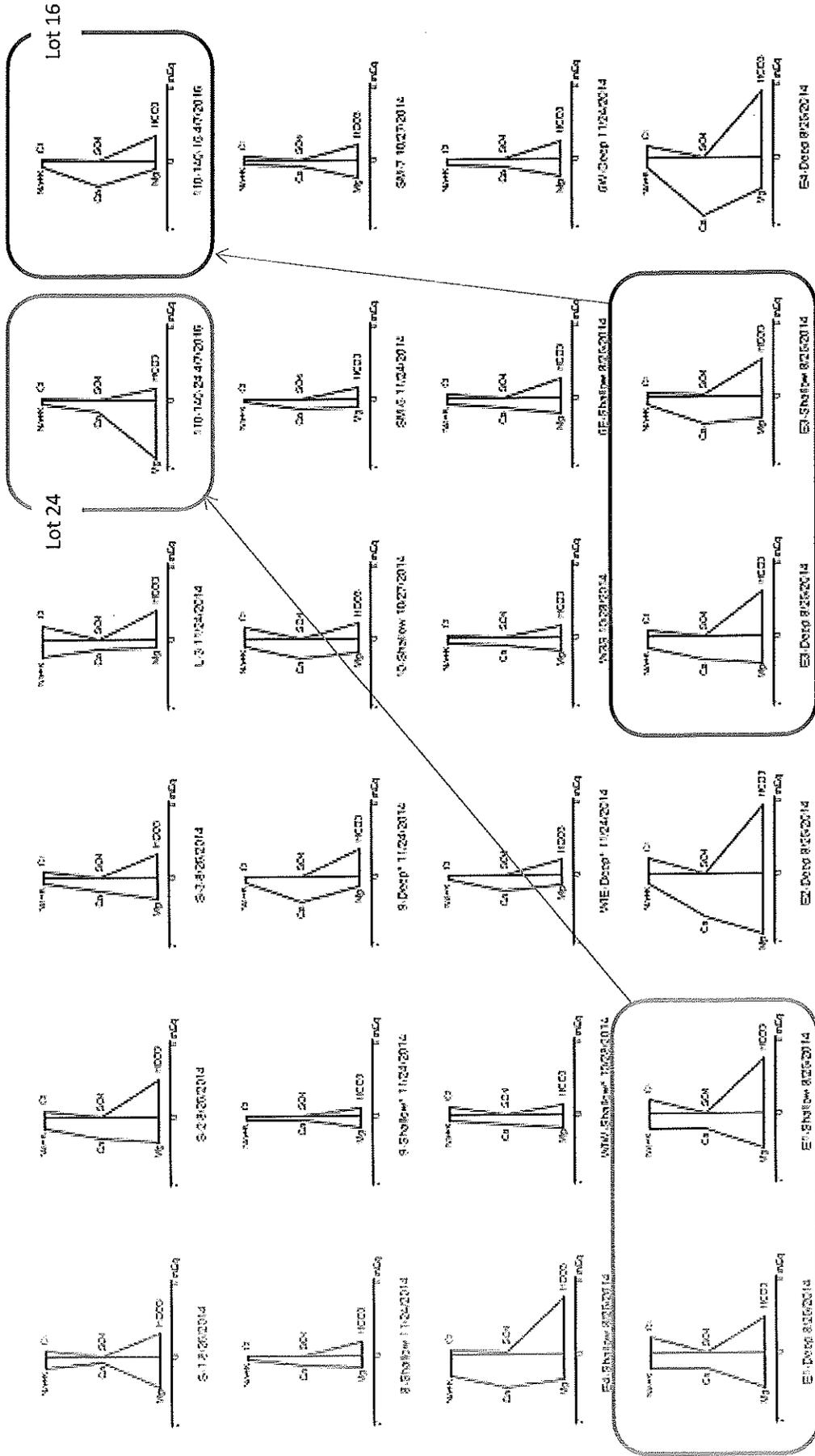
# Piper Diagram

W-1W SH &  
10 SH  
(Background)

- ◆ 110-140-16 4/7/2016
- 110-140-24 4/7/2016
- E-1\_DEEP 8/26/2014
- ▲ E-1\_SH 8/26/2014
- ▼ E-2\_DEEP 8/26/2014
- ◆ E-2\_SH 8/26/2014
- E-3\_DEEP 8/26/2014
- E-3\_SH 8/26/2014
- E-4\_DEEP 8/26/2014
- ▲ E-4\_SH 8/26/2014
- ▼ L-3 11/24/2014
- ◆ SM-6\_SH 11/24/2014
- SM-7\_SH 10/27/2014
- W-10\_SH 10/27/2014
- ▲ W-1W\_SH 10/28/2014
- ▼ W-3S\_SH 10/28/2014
- ◆ W-6E\_SH 8/26/2014



Crescent City Landfill – Piper Diagram of Water Quality

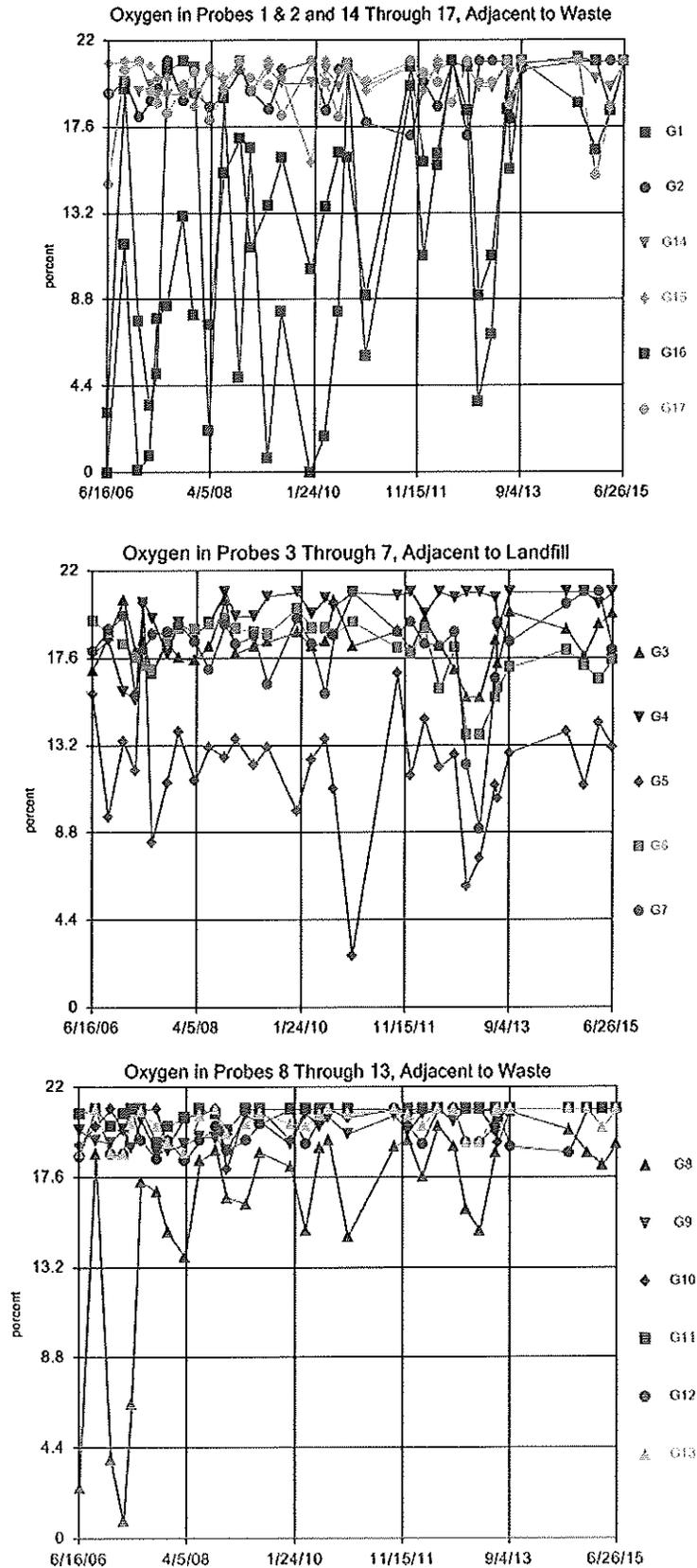


Crescent City Landfill – Stiff Patterns of Water Quality

FIGURE 8



# CRESCENT CITY LANDFILL



G designations added for this report only to distinguish gas probes from wells in the database used for this analysis.

FIGURE 10

# CRESCENT CITY LANDFILL

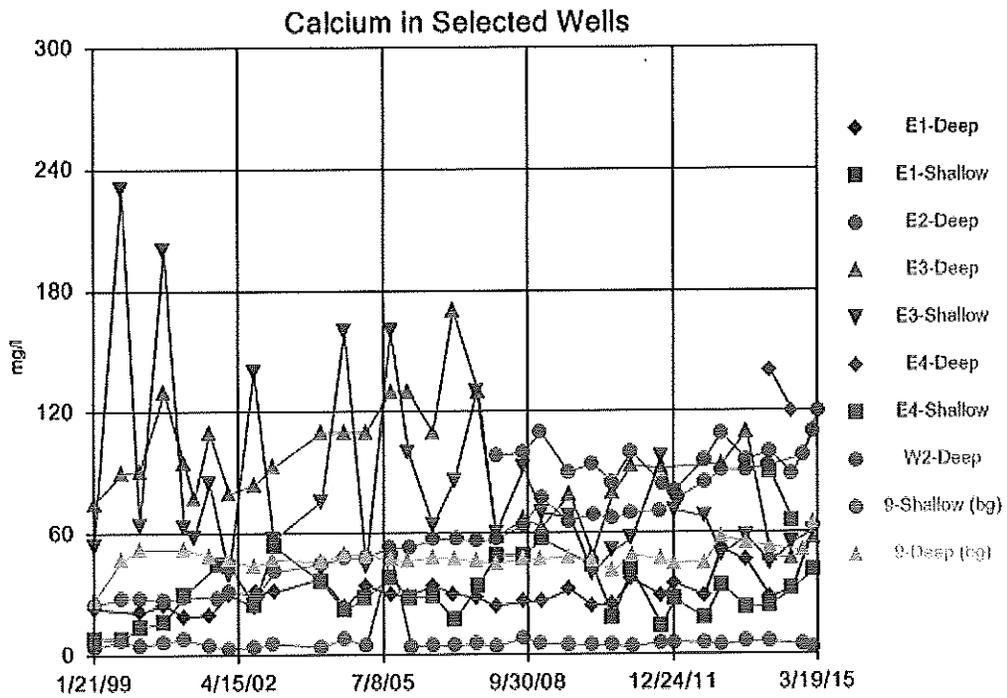
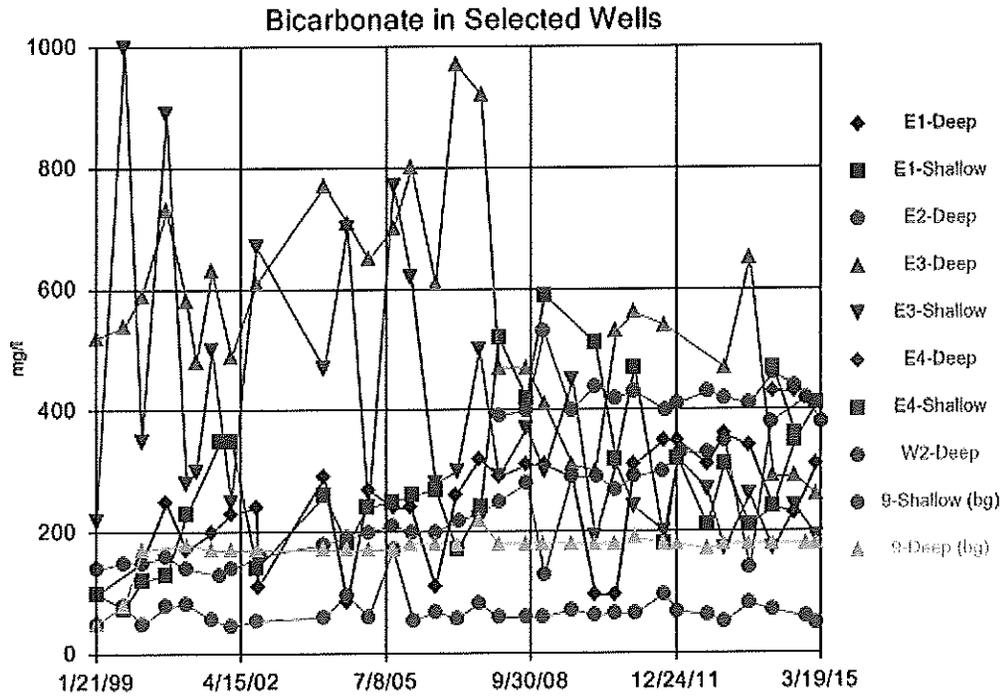


FIGURE 11

# CRESCENT CITY LANDFILL

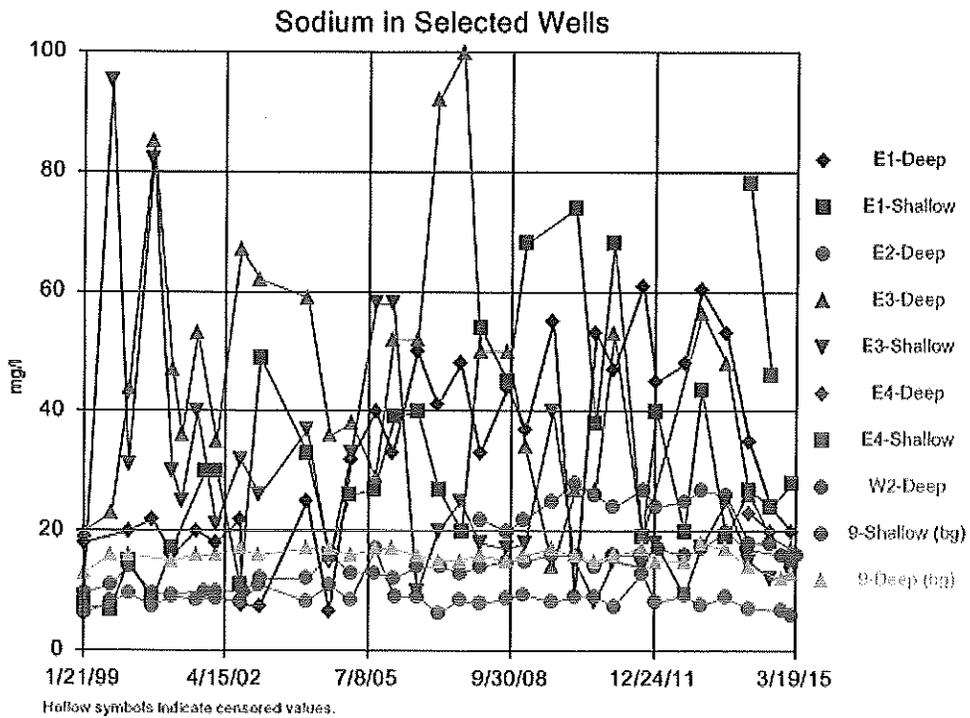
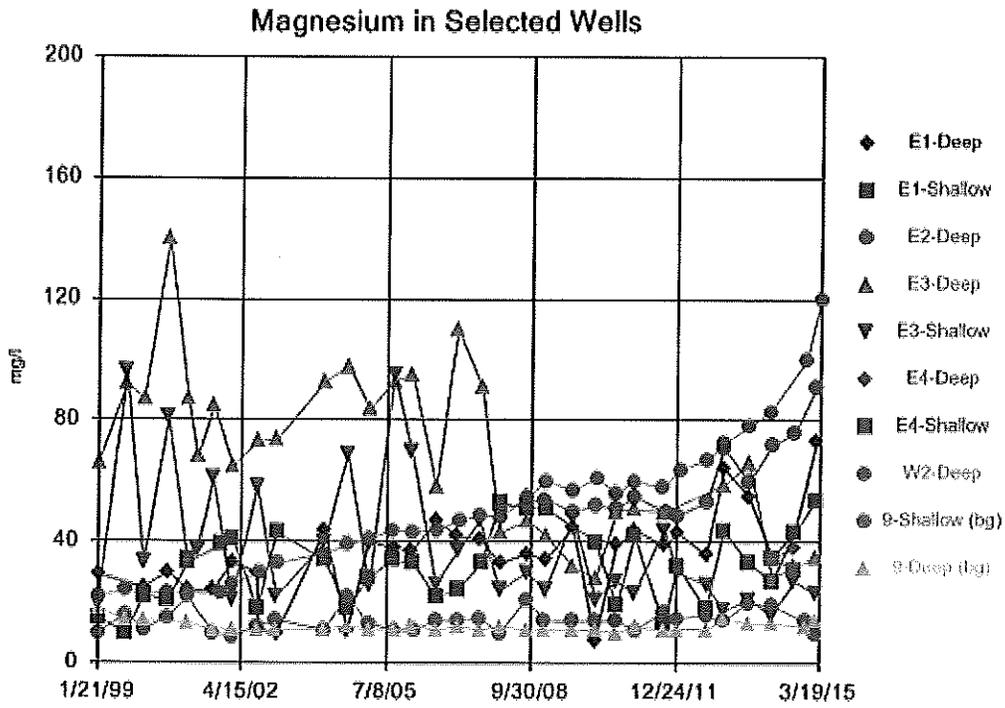


FIGURE 12

**B|F|B|A**

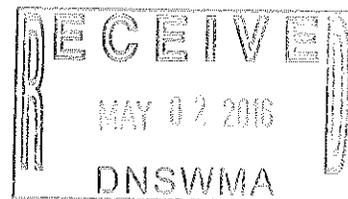
Beyond Accounting

**RECOLOGY DEL NORTE**  
(A Wholly Owned Subsidiary of Recology Inc.)

Financial Statements

September 30, 2015 and 2014

(With Independent Auditors' Report Thereon)



4.1



Beyond Accounting

## Independent Auditors' Report

The Board of Directors  
Recology Del Norte:

### *Report on the Financial Statements*

We have audited the accompanying financial statements of Recology Del Norte (the Company) (a wholly owned subsidiary of Recology Inc.), which comprise the balance sheets as of September 30, 2015 and 2014, and the related statements of income and stockholder's investment and cash flows for the years then ended, and the related notes to the financial statements.

### *Management's Responsibility for the Financial Statements*

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### *Auditors' Responsibility*

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### *Opinion*

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Recology Del Norte as of September 30, 2015 and 2014, and the results of its operations and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

*BFBA, LLP*

Sacramento, California  
January 23, 2016

**RECOLOGY DEL NORTE**  
(A Wholly Owned Subsidiary of Recology Inc.)

Balance Sheets

September 30, 2015 and 2014

Assets	<u>2015</u>	<u>2014</u>
Current assets:		
Cash	\$ 48,566	25,406
Accounts receivable, net of allowance for doubtful accounts of \$4,713 and \$2,350 in 2015 and 2014, respectively	550,759	475,526
Parts and supplies	28,602	26,907
Prepaid expenses	28,079	25,337
Total current assets	<u>656,006</u>	<u>553,176</u>
Property and equipment:		
Land improvements	33,675	24,675
Vehicles, containers, and operating equipment	29,751	42,315
Less accumulated depreciation	<u>(34,691)</u>	<u>(44,437)</u>
Property and equipment, net	<u>28,735</u>	<u>22,553</u>
Total assets	<u>\$ 684,741</u>	<u>575,729</u>
<b>Liabilities and Stockholder's Investment</b>		
Current liabilities:		
Accounts payable	\$ 21,912	15,552
Accrued liabilities:		
Payroll and payroll taxes	31,408	31,876
Vacation and sick leave	28,046	32,017
Disposal	125,564	117,778
Franchise fees	25,288	20,575
Other	21,162	18,421
Deferred revenues	298,946	277,410
Total current liabilities	<u>552,326</u>	<u>513,629</u>
Commitments and contingencies		
Stockholder's investment, net	<u>132,415</u>	<u>62,100</u>
Total liabilities and stockholder's investment	<u>\$ 684,741</u>	<u>575,729</u>

See accompanying notes to financial statements.

**RECOLOGY DEL NORTE**  
(A Wholly Owned Subsidiary of Recology Inc.)  
**Statements of Income and Stockholder's Investment**  
Years ended September 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Revenues:		
Refuse collection	\$ 4,271,914	4,197,620
Total operating revenues	<u>4,271,914</u>	<u>4,197,620</u>
Expenses:		
Refuse collection	2,463,652	2,443,632
Recycling	221,272	222,249
Truck and garage	537,737	453,807
General and administrative	655,208	573,068
Total operating expenses	<u>3,877,869</u>	<u>3,692,756</u>
Operating income	<u>394,045</u>	<u>504,864</u>
Other income (expense):		
Finance charge income	<u>2,471</u>	<u>3,207</u>
Net income	396,516	508,071
Stockholder's investment, net, beginning of year	62,100	546,584
Net distribution to Parent	<u>(326,201)</u>	<u>(992,555)</u>
Stockholder's investment, net, end of year	<u>\$ 132,415</u>	<u>62,100</u>

See accompanying notes to financial statements.

**RECOLOGY DEL NORTE**  
(A Wholly Owned Subsidiary of Recology Inc.)

Statements of Cash Flows

Years ended September 30, 2015 and 2014

	<b>2015</b>	<b>2014</b>
Cash flows from operating activities:		
Net income	\$ 396,516	508,071
Adjustments to reconcile net income to cash provided by operating activities:		
Depreciation	2,818	2,319
Provision for bad debts	13,481	14,941
Changes in assets and liabilities:		
Accounts receivable	(88,714)	(56,173)
Parts and supplies	(1,695)	1,705
Prepaid expenses	(2,742)	8
Due from Parent	—	526,212
Accounts payable	6,360	(14,833)
Accrued liabilities	10,801	(14,950)
Deferred revenues	21,536	18,466
Net cash provided by operating activities	358,361	985,766
Cash flows from financing activities:		
Net distribution to Parent and affiliates	(335,201)	(992,555)
Net change in cash	23,160	(6,789)
Cash, beginning of year	25,406	32,195
Cash, end of year	\$ 48,566	25,406
Supplemental disclosure of noncash activities:		
Additions to property and equipment funded by Parent	\$ 9,000	—

See accompanying notes to financial statements.

**RECOLOGY DEL NORTE**  
(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

September 30, 2015 and 2014

**(1) Accounting Policies**

**(a) Organization**

Recology Del Norte (the Company), is a wholly owned subsidiary of Recology Inc. (the Parent or Recology), which is wholly owned by the Recology Employee Stock Ownership Plan (the Recology ESOP or the ESOP).

**(b) Use of Estimates**

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expenses during the reporting period. The more significant estimates requiring the judgment of management include the valuation of intangible assets, pension and postretirement obligations, self-insurance reserves, allowances for doubtful accounts, and potential litigation, claims, and assessments. Actual results could differ from those estimates.

**(c) Fair Value of Financial Instruments**

Assets and liabilities that are considered to be financial instruments (such as receivables, accounts payable, and accrued liabilities) are reported in the balance sheets at carrying values that approximate their fair value based upon current market indicators and the short maturity of these instruments.

**(d) Cash Concentration Account**

The Company maintains a noninterest bearing checking account. Cash balances (or deficits) are periodically transferred to (or from) the concentration account.

**(e) Revenue Recognition and Accounts Receivable**

The Company generally recognizes revenue on an accrual basis when services are performed and collectability is reasonably assured. Deferred revenues primarily consist of revenues billed in advance that are recorded as revenue in the period in which the related services are rendered. The majority of the Company's revenue is subject to rate regulation by the municipalities in which it operates.

The Company's receivables are recorded when billed and represent claims against third parties that will be settled in cash. The carrying value of the Company's receivables, net of the allowance for doubtful accounts, represents their estimated net realizable value. The Company estimates its allowance for doubtful accounts based on several factors, including historical collection trends, type of customer, existing economic conditions, and other factors.

**(f) Parts and Supplies**

Parts and supplies consist of equipment parts, materials, and supplies that are recorded at average cost and are expensed when utilized.

**RECOLOGY DEL NORTE**  
(A Wholly Owned Subsidiary of Recology Inc.)  
Notes to Financial Statements  
September 30, 2015 and 2014

**(j) Environmental Remediation Liabilities**

The Company accrues for environmental remediation costs when they become probable and based on its best estimate within a range. If no amount within the range appears to be a better estimate than any other, the low end of such range is used. Remediation costs are estimated by environmental remediation professionals based upon site remediation plans they develop and on their experience working with regulatory agencies and the Company's environmental staff and legal counsel. No environmental remediation liabilities were accrued at September 30, 2015 and 2014.

**(k) Stockholder's Investment**

The Company has 1,000 shares of common stock authorized, issued, and outstanding with a par value of \$50 as September 30, 2015 and 2014. Stockholder's investment, net, is comprised of the legal capital plus cumulative contributions net of distributions.

**(l) Allocations**

The Company includes allocated charges from the Parent and affiliates in operating and other expenses. The charges are allocated by applying activity appropriate factors to direct and indirect costs of the Parent and affiliates or based upon established fees.

**(2) Operations**

The Company collects refuse and recyclables in the County of Del Norte and the incorporated city of Crescent City. The Company's refuse collection rates are set by the Authority as provided in the contract between the Company and the Authority. Rate increases under this contract are largely based on changes in the Consumer Price Index. The rate setting process may result in the disallowance of certain costs and/or delays in cost recovery as well as differences in the timing of when revenues and expenses are recognized.

**(3) Employee Stock Ownership Plan**

In 1986, the Parent established an employee stock ownership plan and trust (ESOP), which purchased all of the Parent's outstanding stock. The ESOP covers most of the employees of the Company and is noncontributory. Employees, except under certain conditions, become fully vested after a requirement of three years of service. Benefits, in the form of Parent company stock, are allocated to an employee's account based on a number of factors, including contributions, forfeitures, income, and changes in the underlying value of the Parent company stock.

All benefit distributions are made from the ESOP in cash, which is received from the Company, or shares, subject to immediate repurchase by the Company. A participant who is vested is entitled to begin receiving a distribution from his or her ESOP account at a future date following his or her termination of employment. Distributions may be made in a lump sum, equal annual installments over a period generally not to exceed five years or a combination of the foregoing, generally as determined by the ESOP Administrative Committee (the Committee) subject to certain limitations under the ESOP. Each participant who has attained age 55 and has participated in the ESOP for at least 10 years may elect to receive cash distributions for in-service withdrawals attributable to post-1986 shares allocated to his or her account. An eligible participant is entitled to elect payment attributable to as much as 25% of his or her eligible shares during the first five years of election and up to 50% of eligible shares in the sixth year.

**RECOLOGY DEL NORTE**  
(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

September 30, 2015 and 2014

Presently, the Parent makes cash contributions to fund certain of the ESOP benefit distributions. Shares attributable to those benefit distributions are reallocated within the ESOP among active participants. The Parent's common stock is not traded on an established market. The fair market value of the shares as of the most recently completed fiscal year-end is used for the next years' ESOP benefit distributions.

**(4) Employee Benefit Plans**

The Company participates in a noncontributory, funded defined-benefit pension plan (the Plan) sponsored by its Parent for the benefit of nonunion employees. Benefits are based on a formula that includes years of service and average compensation. As of September 30, 2015 and 2014, the Plan, of which certain of the Company's employees are participants, had a projected benefit obligation in excess of plan assets by approximately \$78.6 million and \$49.3 million, respectively. The Company's financial statements do not reflect the Company's share of the projected benefit obligation in excess of plan assets. It is the Parent's current policy to contribute at least the minimum statutory required amount.

The Company's pension expense under the Plan for the years ended September 30, 2015 and 2014, was \$65,099 and \$66,200, respectively, which represents an allocation of approximately 0.5% of the Plan expense for both years ended September 30, 2015 and 2014.

The weighted average discount rate used by the Parent to determine pension expense under the Plan was 4.75% and 5.5% for the years ended September 30, 2015 and 2014, respectively. The expected long-term rate of return on assets was 7.5% for both years ended September 30, 2015 and 2014. The rate of increase in future compensation levels used in determining the benefit obligations was 3.0% for both years ended September 30, 2015 and 2014. The Company's portion of the actuarially computed value of the vested and nonvested benefits of the Plan and the union plan and the net assets of the related pension plan funds has not been determined.

The Company, through a plan managed by the Parent, also sponsors a defined-contribution plan, the Recology 401(k) Plan, for certain eligible employees of the Company. The Company made matching contributions equal to a specified percentage of each participant's annual contributions, amounting to \$4,308 and \$1,679 for the years ended September 30, 2015 and 2014, respectively.

**(5) Self-Insurance**

The Company, through plans managed by its Parent, is self-insured for various risks of loss related to general liability, automobile liability, property damage, employee and certain retiree healthcare, and workers' compensation. The Parent establishes a reserve for self-insured claims, based on estimates of the ultimate cost of claims that have been reported but not settled, and of claims that have been incurred but not reported. Adjustments to the reserve are charged or credited to the Parent's expense in the periods in which they are determined to be necessary. The Parent also purchases commercial insurance on behalf of the Company and other subsidiaries to cover risks above set limits. The Company was allocated expenses of \$285,741 and \$318,817 for the years ended September 30, 2015 and 2014, respectively, for the cost of self-insured programs including certain reserve adjustments. The Company's share of the self-insurance reserve is ultimately recorded by the Parent.

**RECOLOGY DEL NORTE**  
(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

September 30, 2015 and 2014

**(6) Commitments and Contingencies**

Substantially all of the assets of the Company are pledged to secure the obligations of the Parent. The Company, along with the Parent and the Parent's wholly owned subsidiaries, has guaranteed the repayment, on a joint and several basis, of any and all obligations under the Parent's Revolving Credit Agreement. The Company could be required to honor the guarantee upon an uncured default event, as defined in the Parent's Revolving Credit Agreement. The Parent's Revolving Credit Agreement expires on April 12, 2018. At September 30, 2015, there was \$75.0 million outstanding on the Parent's Revolving Credit Agreement and there were standby letters of credit issued for \$182.3 million. The Parent has represented to the Company that it is in compliance with all covenants of the Revolving Credit Agreement.

The Company, along with the Parent and the Parent's wholly owned subsidiaries, has guaranteed the payment of amounts owed to unrelated third parties, which provided the equipment financing to an affiliate of the Company. The affiliate is obligated to the unrelated third parties with various expiration dates through June 2024. At September 30, 2015, the outstanding principal on the financed equipment recorded by the affiliate was \$40.1 million.

The net book value of the equipment financed by an affiliate and utilized by the Company at September 30, 2015, was \$0.

The Parent and its subsidiaries, including the Company, are subject to various laws and regulations relating to the protection of the environment. It is not possible to quantify with certainty the potential impact of actions regarding environmental matters, particularly any future remediation and other compliance efforts. The Parent has environmental impairment liability insurance, which covers the sudden or gradual onset of environmental damage to third parties, on all owned and operated facilities. In the opinion of management, compliance with present environmental protection laws will not have a material adverse effect on the results of operations of the Company provided costs are substantially covered in the Company's rates on a timely basis.

The Company and the Parent are involved in various legal actions in the normal course of business. It is the Company's opinion that these matters are adequately provided for and that the resolution of such matters will not have a material adverse impact on the financial position or results of operations of the Company or the Parent.

**RECOLOGY DEL NORTE**  
(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

September 30, 2015 and 2014

**(7) Equipment and Property Obligations**

The Company has cancelable agreements with an affiliate whereby it pays for the use of certain operating equipment and property. In addition, the Company leases its operating facility from an unrelated party through May 31, 2023, for a minimum annual rental of \$59,304. Future payments for continued use of the equipment and property, by year-end and in aggregate, as of September 30, 2015, are as follows:

	<u>Equipment</u>	<u>Real property</u>	<u>Total</u>
Year ending September 30:			
2016	192,730	59,304	252,034
2017	69,869	59,304	129,173
2018	21,490	59,304	80,794
2019	13,703	59,304	73,007
2020	9,046	59,304	68,350
Thereafter	<u>16,408</u>	<u>158,144</u>	<u>174,552</u>
Total payments	<u>\$ 323,246</u>	<u>454,664</u>	<u>777,910</u>

The Company's rental expense for the years ended September 30, 2015 and 2014 was \$348,446 and \$341,920, respectively, including amounts under short-term rental agreements with third parties and affiliates.

Under the terms of the equipment lease agreement with an affiliate, and in accordance with existing rate policies, the Company may continue to use certain equipment under operating leases without a related payment once the equipment cost and related interest have been funded through operating lease payments.

**RECOLOGY DEL NORTE**  
(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

September 30, 2015 and 2014

**(8) Transactions with Related Parties**

During the years ended September 30, 2015 and 2014, operating and other expenses of the Company included allocated charges from the Parent and affiliates. Such charges are based upon the direct and indirect costs of the Parent and affiliates, or established fees, and are allocated based on specific activities. The allocated charges are as follows:

	2015	2014
Parent:		
Health insurance	\$ 198,999	247,663
Workers' compensation	37,077	28,771
Pension and 401k	69,407	67,879
General and vehicle insurance	49,665	42,383
Corporate services	89,269	82,924
Information technology services	75,532	62,075
	519,949	531,695
Affiliates:		
Rental of equipment	288,259	282,941
Regional management and accounting fees, net	130,353	109,972
	418,612	392,913
Total	\$ 938,561	924,608

Amounts due from or payable to the Parent and affiliates are accumulated by the Company during the year, and at year-end, the net amount is settled by way of capital contributions or distributions by the Parent. Changes in amounts due from or payable to the Parent and affiliates are presented as a financing activity in the statements of cash flows, except as relating to expenditures attributable to property and equipment, which are presented as supplemental noncash investing activities.

**(9) Subsequent Events**

The Company has evaluated its subsequent events through January 23, 2016, which is the date the financial statements were available for issuance.

**COLLECTIONS CHANGE ORDER 8**

CONTRACT:

**FRANCHISE AGREEMENT FOR SOLID WASTE AND RECYCLABLES  
COLLECTION SERVICES FOR CRESCENT CITY AND DEL NORTE COUNTY,  
CALIFORNIA**

**CONTRACTOR:** RECOLOGY DEL NORTE, INC.  
**AUTHORITY:** DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY  
**SUBJECT:** CPI-BASED RATE ADJUSTMENT

**NATURE OF CHANGES:** This Change Order grants Contractor an increase as described under section 7.02.B of the Agreement, based on 85% of the change in the Consumer Price Index for All Urban Consumers using the CPI Beginning Index for January 2011 (220.223), the CPI Extension Index for March 2016 (238.132). Using the formula in section 7.02.B, the extension adjustment factor is calculated to be 1.0691238. The new collection rates are attached as Schedule A (revised July 2016), and will be effective starting 01 August 2016, and are effective until further modified by the Authority Board.

Contract Time remains unchanged. The rates and services described in this Change Order may be offered to customers within the Franchise area once this Change Order has been approved and executed.

This Change Order makes the following changes to the Contract Price:  
Contractor may collect amounts not to exceed the rates described on the next page of this Change Order from customers for the services described therein.

*This Change Order is hereby approved:*

DATE: \_\_\_\_\_

RECOLOGY DEL NORTE, INC.

Del Norte Solid Waste Management Authority

BY: \_\_\_\_\_  
Jeremy Herber, General Manager

BY: \_\_\_\_\_  
Martha McClure, Chair

BY: \_\_\_\_\_  
Ron Gaselineau, Secretary

Approved as to form:

BY: \_\_\_\_\_  
Martha D. Rice, General Counsel

# COLLECTIONS CHANGE ORDER 8

## Schedule A: Recology Del Norte Collection Rates, starting August 2016

Monthly Rates for Weekly Residential & Multi-Family Collections

	Trash + Recycling	Brush Only	Recycling Only
20 Gallon Mini-cart on curb	\$ 20.47		
20 Gallon Mini-cart off-curb	\$ 25.59		
32 Gallon Cart on curb	\$ 25.61	\$ 10.17	\$ 19.24
32 Gallon Cart off-curb	\$ 32.01	\$ 12.72	\$ 24.06
64 Gallon Cart on curb	\$ 37.32	\$ 15.03	\$ 28.04
64 Gallon Cart off-curb	\$ 46.64	\$ 18.79	\$ 35.05
96 Gallon Cart on curb	\$ 54.07	\$ 22.80	\$ 40.63
96 Gallon Cart off-curb	\$ 67.59	\$ 28.49	\$ 50.78

Monthly Rates for Weekly Commercial Collections

	Trash (including Recycling for >0.9 by Multi-Family)	Brush Only	Recycling Only
32 Gallon Commercial Cart *	\$ 39.95	\$ 11.41	\$ 23.16
64 Gallon Commercial Cart *	\$ 79.90	\$ 23.13	\$ 46.31
96 Gallon Commercial Cart *	\$ 139.83	\$ 42.37	\$ 81.06
1 cubic yard bin	\$ 140.06	\$ 107.35	\$ 80.05
1.5 cubic yard bin	\$ 201.69	\$ 144.29	\$ 115.26
2 cubic yard bin	\$ 251.20	\$ 176.10	\$ 143.56
3 cubic yard bin	\$ 363.74	\$ 252.14	\$ 207.88
4 cubic yard bin	\$ 455.26	\$ 308.86	\$ 260.18
6 cubic yard bin	\$ 659.33	\$ 441.62	\$ 376.81
10 cubic yard bin	\$ 2,227.31	\$ 1,433.33	\$ 1,272.91
20 cubic yard bin	\$ 3,039.60	\$ 1,863.31	\$ 1,654.78
30 cubic yard bin	\$ 3,798.60	\$ 2,328.60	\$ 2,067.98
40 cubic yard bin	\$ 4,557.59	\$ 2,793.86	\$ 2,481.18

\* Trash service in these sizes includes a weekly recycling cart collection at no additional charge.

### Other Collection Services, per collection

Commercial Compactors	\$ 71.79 per cubic yard per collection
Pre-paid single-family residential bags	\$ 7.62 per bag
Extra residential bulky item collection	\$ 63.34 per extra bulky item

### Municipal Collection and Transport Services

Treatment Plant Sludge, screenings, shavings and grit	\$ 171.85 per ton, incl. transport and disposal
Collection, hauling and unloading blue no directed	\$ 186.16 per haul

### Maximum Allowed Weights by Container Volume

Container	Maximum Allowed Weight
Pre-paid single-family residential bags	pounds
20 Gallon Cart	40
32 Gallon Cart	80
64 Gallon Cart	120
96 Gallon Cart	180
2 cubic yards	560
3 cubic yards	840
4 cubic yards	1100
6 cubic yards	1660
10 cubic yards	3000
20 cubic yards	4250
30 cubic yards	5500
40 cubic yards	6250

Bags, Carts, and Bins placed for collection with more than the allowed weight may not be collected. If Recology Del Norte collects an over-weight container, they may charge for the amount over the allowed weight for that size container, at the approved rates charged at the Del Norte County Transfer Station.

### Temporary Cart and Bin Collection Services, Collection One week after Delivery

	Trash	Brush Only	Recycling Only
64 Gallon Cart (Paired w/ 64 Gallon recycling)	\$ 36.46	\$ 12.39	
96 Gallon Cart (Paired with 96 Gallon recycling)	\$ 63.82	\$ 18.81	
2 cubic yard bin	\$ 70.70	\$ 49.56	\$ 40.40
3 cubic yard bin	\$ 110.72	\$ 77.59	\$ 63.27
4 cubic yard bin	\$ 146.09	\$ 102.38	\$ 83.49
6 cubic yard bin	\$ 193.33	\$ 135.49	\$ 110.48
10 cubic yard bin	\$ 634.29	\$ 444.54	\$ 362.50
20 cubic yard bin	\$ 792.37	\$ 529.00	\$ 431.37
30 cubic yard bin	\$ 966.69	\$ 645.38	\$ 526.28
40 cubic yard bin	\$ 1,312.77	\$ 876.43	\$ 714.68

### Additional Available Services and Potential Extra Fixed-fee Charges

For customers requesting a larger recycling cart than trash	\$ 0.00 Additional per month
Charge for re-locating Temp bin	\$ 63.46 per relocation < 5 miles
Unscheduled Collection	\$ 5.35 per unscheduled collection
Locking bin charge	\$ 5.35 additional per locking bin per month
Bear-proof Bin	\$ 106.97 Additional per bin per month
Special Service Fee	\$ 63.46 per half hour of extra labor
Pass-through charges for bulky item or tires placed in bin	\$ 0.00 + DNC Transfer Station per item charge

### Percentage Surcharges for Additional Services

Roll-out or off-curb charge	25%
Off-road surcharge, only on approved list of addresses	56.25%
Secondary Franchise Area	65%
Extra time for Temporary Bins	25% of Rate for Temp. Bin for each additional week
Medical waste	80%
More than Weekly Collection	100% Additional x (Coll/wk -1) x Rate
Weekend collection	50%

Rates Effective Starting August 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](http://www.recycledelnorte.ca.gov)

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

## Staff Report

Date: 13 May 2016  
To: Commissioners of the Del Norte Solid Waste Management Authority  
From: Tedd Ward, M.S. – Director   
File Number: 102101 – Julindra Recycling  
Topic: 04 May 2016 Letter from Julie Badorek

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

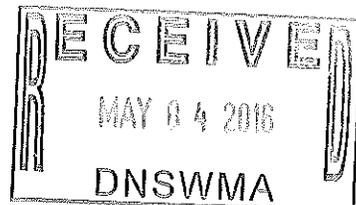
1. Appoint an Ad Hoc Committee to meet and explore potential courses of action with Recology and Julindra, and recommend a response to the request in this letter as it applies to the Authority's agreement with Recology Del Norte.
2. Request that the recommendations of the Ad Hoc Committee be addressed at a future Authority meeting in July or August 2016.

**Background:** The Authority has contracted with Recology Del Norte to provide collection services. Section 5.12 of this Agreement specifies some of the terms of the processing agreement between Recology and Julindra, their contracted processor.

**Analysis:** Any change to the types of materials processed by Julindra potentially impacts the collection and processing costs for the mix of materials collected by Recology Del Norte for recycling.

**Alternatives:** The Board could direct staff to negotiate with representatives from Recology Del Norte and Julindra Recycling to address these issues and return to a future Authority meeting with recommendations following those negotiations.

4.3



**1039 HARROLD STREET- CRESCENT CITY CA, 95531**  
**PHONE: (707) 464-CANS – FAX: (707) 465-5834**

May 4, 2016

Jeremy Herber, General Manager, Recology, Inc.  
Cc: Ted Ward, Director, Del Norte Solid Waste Management Authority

Re: Request for Change Order/Change to Materials Accepted for Recycling

Gentlemen,

Please consider this letter my formal request for a change order regarding materials to be accepted for recycling by Julindra Recycling. Due to the high labor costs, zero profit/negative contribution margin, I propose that Julindra Recycling cease accepting the following materials from Recology, Inc. :

1. Styrofoam (blocks, packing, peanuts, etc.)
2. Mixed Bags & Shrinkwrap (garbage bags, grocery bags, etc.)
3. Milk Cartons
4. #4 & #5 Plastic
5. Hard Rigid Plastic
6. Misc. Electronics

We estimate this change will reduce the net weight of materials accepted for recycling by only 2.8%, but will contribute greatly toward reducing labor costs for Julindra Recycling. Thank you for your immediate consideration.

Sincerely

*Julie Badorek*  
General Manager  
Julindra Recycling, Inc.  
1039 Harrold St  
Crescent City, CA 95531  
(707) 464-CANS (2267)  
(541) 292-9176 (Cell)

**Recology Test Week**  
**February 14 - 20th, 2016**  
**All Figures = Lbs**

<b>Weight Per Station</b>	<b>Gross</b>	<b>Garbage</b>	<b>Net Recycled</b>
Station #30 (Residential)	36,045.2	12,313.0	23,732.2
Section #44 (Community Bins)	26,700.4	5,265.0	21,435.4
Section #45 (Commercial)	20,346.3	1,399.0	18,947.3
Total Recyclables			<u>64,114.9</u>

**January 1 - March 31, 2016 Material Totals Divided by 12 Weeks**

	<b>Weight</b>		
Styrofoam	131		
Mixed Bags & Shrinkwrap	654		
Milk Cartons	425		
4 & 5 Plastic	352		
Hard Rigid Plastic	239		
Net Weight Back to Garbage	<u>1801.0</u>	<u>1801.0</u>	2.81%

Net Weight to be Recycled 62,313.9

**Monthly Totals (Based on Test Week x 4.33)**

Previous Net Weight Recycled	277,809.9		
Less: Materials to be Stopped	<u>7,798.3</u>	2.81%	
New Monthly Net Weight	<u><u>270,011.5</u></u>		

**Annual Totals (Based on Test Week)**

Previous Net Weight Recycled	3,333,718.3		
Less: Materials to be Stopped	<u>93,580.0</u>	2.81%	
New Annual Net Weight	<u><u>3,240,138.4</u></u>		

**WASTE CHARACTERIZATION 2016**



**DATE:** February 14th to February 20th

**AREA:** #30 (Route 131 & 132) Residential

ALUMINUM	CLEAR GLASS	BROWN GLASS	GREEN GLASS
TOTAL: <u>338.2</u>	TOTAL: <u>2130</u>	TOTAL: <u>1598</u>	TOTAL: <u>2031</u>
CRV #1 PET PLASTIC	CRV #2 HDPE PLASTIC	OP2	CARDBOARD
TOTAL: <u>750</u>	TOTAL: <u>35</u>	TOTAL: <u>950</u>	TOTAL: <u>7859</u>
TIN CANS	NEWSPAPER & MAGAZINES	MILK JUGS	NCRV PLASTIC #2
TOTAL: <u>1065</u>	TOTAL: <u>4227</u>	TOTAL: <u>455</u>	TOTAL: <u>696</u>
STYRO FOAM	SHREDDED PAPER	SHRINK WRAP	MILK CARTONS
TOTAL: <u>50</u>	TOTAL: <u>189</u>	TOTAL: <u>0</u>	TOTAL: <u>202</u>
PIE PLATES	FOIL	MIXED PLASTIC BAGS	PLASTIC #4 & #5
TOTAL: <u>20</u>	TOTAL: <u>5</u>	TOTAL: <u>452</u>	TOTAL: <u>195</u>
METAL	ELECTRONICS	BOOKS	GARBAGE
TOTAL: <u>335</u>	TOTAL: <u>0</u>	TOTAL: <u>0</u>	TOTAL: <u>12313</u>
HARD PLASTIC			
TOTAL: <u>150</u>			

RECYCLABLES: 23732.2  
GARBAGE: 12313

**TOTAL WEIGHT: 36045.2**

**WASTE CHARACTERIZATION 2016**



**DATE:** February 14th to February 20th

**AREA:** #44 (Route 060) Community Blns

ALUMINUM	CLEAR GLASS	BROWN GLASS	GREEN GLASS
TOTAL: <u>70.9</u>	TOTAL: <u>1159</u>	TOTAL: <u>532</u>	TOTAL: <u>1666</u>
CRV #1 PET PLASTIC	CRV #2 HDPE PLASTIC	OP2	CARDBOARD
TOTAL: <u>320</u>	TOTAL: <u>27</u>	TOTAL: <u>450</u>	TOTAL: <u>1678</u>
TIN CANS	NEWSPAPER & MAGAZINES	MILK JUGS	NCRV PLASTIC #2
TOTAL: <u>604</u>	TOTAL: <u>4209</u>	TOTAL: <u>195</u>	TOTAL: <u>300</u>
STYRO FOAM	SHREDDED PAPER	SHRINK WRAP	MILK CARTONS
TOTAL: <u>108</u>	TOTAL: <u>25</u>	TOTAL: <u>0</u>	TOTAL: <u>65</u>
PIE PLATES	FOIL	MIXED PLASTIC BAGS	PLASTIC #4 & #5
TOTAL: <u>5</u>	TOTAL: <u>1.5</u>	TOTAL: <u>226</u>	TOTAL: <u>75</u>
METAL	ELECTRONICS	BOOKS	GARBAGE
TOTAL: <u>154</u>	TOTAL: <u>0</u>	TOTAL: <u>0</u>	TOTAL: <u>5265</u>
HARD PLASTIC	CARDBOARD - TFS	CARDBOARD - FG	
TOTAL: <u>65</u>	TOTAL: <u>5000</u>	TOTAL: <u>4800</u>	

RECYCLABLES: 21435.4

GARBAGE: 5265

**TOTAL WEIGHT: 26700.4**

**WASTE CHARACTERIZATION 2016**



**DATE:** February 14th to February 20th

**AREA:** #45 Commercial

ALUMINUM		GLASS - MIXED	
TOTAL:	<b>30.3</b>	<b>1716</b>	
CRV #1 PET PLASTIC	CRV #2 HDPE PLASTIC	OP2	CARDBOARD
TOTAL:	TOTAL:	TOTAL:	TOTAL:
<b>105</b>	<b>15</b>	<b>665</b>	<b>9089</b>
TIN CANS	NEWSPAPER & MAGAZINES	MILK JUGS	NCRV PLASTIC #2
TOTAL:	TOTAL:	TOTAL:	TOTAL:
<b>272</b>	<b>4893</b>	<b>45</b>	<b>140</b>
STYRO FOAM	SHREDDED PAPER	SHRINK WRAP	MILK CARTONS
TOTAL:	TOTAL:	TOTAL:	TOTAL:
<b>53</b>	<b>205</b>	<b>0</b>	<b>35</b>
PIE PLATES	FOIL	MIXED PLASTIC BAGS	PLASTIC #4 & #5
TOTAL:	TOTAL:	TOTAL:	TOTAL:
<b>3</b>	<b>3</b>	<b>0</b>	<b>30</b>
METAL	ELECTRONICS	BOOKS	GARBAGE
TOTAL:	TOTAL:	TOTAL:	TOTAL:
<b>164</b>	<b>0</b>	<b>0</b>	<b>1399</b>
HARD PLASTIC	CARDBOARD - SC	MILK CARTONS-SCHOOLS	HARD PLASTIC
TOTAL:	TOTAL:	TOTAL:	TOTAL:
<b>20</b>	<b>1200</b>	<b>204</b>	<b>60</b>

RECYCLABLES: 18947.3  
 TRASH: 1399

**TOTAL WEIGHT: 20346.3**



PO Box 3187

Central Point OR 97502

541 779 4161

Fax 541 779 4366

May 4, 2016

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

RE: Contract Extension

Dear Wes,

In accordance with our discussions, Dry Creek Landfill, Inc. would be willing to extend our existing contract under the same conditions with Hambro WSG, Inc. until March 3, 2040. We wish to thank you for your continued support in our effort to serve your community's solid waste needs in a cost-effective manner.

Sincerely,

Lee Fortier, P.E.

General Manager

Dry Creek Landfill, Inc.

**First Amendment to the Agreement between the Del Norte Solid Waste Management Authority, a Joint Powers Authority, and Hambro/Waste Solutions Group for the Operation of a Transfer Station, Recovery, Transportation and Disposal of Waste**

This first amendment ("Amendment") to the Agreement between the Del Norte Solid Waste Management Authority, a Joint Powers Authority, and Hambro/Waste Solutions Group for the Operation of a Transfer Station, Recovery, Transportation and Disposal of Waste dated March 3, 2003 ("Agreement") is entered into by and between the Del Norte Solid Waste Management Authority, a California joint powers authority ("Authority"), and Hambro/Waste Solutions Group, a California corporation ("Hambro/WSG").

WHEREAS, the Authority finds it necessary and prudent to maintain at least 15 years of disposal capacity for solid waste per Public Resources Code Section 41701;

WHEREAS, Hambro/WSG has a disposal agreement with Dry Creek Landfill in Oregon that expires in 2030, meaning that the Authority has less than 15 years secured disposal capacity;

WHEREAS, the Hambro/WSG Agreement is set to expire in 2028;

WHEREAS, the Authority Board of Commissioners finds it to be in the public interest to extend the term of the Hambro/WSG Agreement, which will then extend the term of the Dry Creek Landfill disposal agreement;

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

SECTION 1. TERM. Division I, Section 1 ("Term of Agreement and Effective Date"), paragraph 3 is hereby amended in its entirety to read as follows:

*This Operations Agreement commenced on March 3, 2003 and had an original expiration date of March 3, 2028. The term is extended an additional twelve (12) years and will expire as of March 3, 2040.*

SECTION 2. SERVICES. Division I, Section 4.Q.ii. ("Cancellation of Services") is hereby amended in its entirety to read as follows:

*Authority retains the right to cancel any one service contained in this Agreement at any time if Authority determines that (1) a change in state or federal law, specifically those laws pertaining to solid waste disposal, recycling, or composting, require that the service be provided in a different manner or by a different method than Arranger is able to provide under this Agreement, or (2) a market has developed for a service that will increase the Authority's diversion rate and Arranger is not able to provide that service with the same results. In the event of such cancellation, Authority shall notify Arranger in writing at least thirty (30) days in advance of the effective date of cancellation of the service. 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 canceled 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.*

SECTION 3. CONDITION. The effectiveness of this Amendment is conditioned upon the successful amendment of the Dry Creek Landfill disposal agreement with Hambro/WSG to extend the term of the disposal agreement to March 3, 2040.

SECTION 4. REMAINING PROVISIONS. All other terms and conditions of the Agreement not modified by this Amendment remain in full force and effect.

IN WITNESS WHEREOF, the parties caused this Amendment to be executed this 17<sup>th</sup> day of May, 2016 in Crescent City, California.

**Del Norte Solid Waste  
Management Authority**

By: \_\_\_\_\_  
Martha McClure, Chairperson

ATTEST:

\_\_\_\_\_  
Ron Gastineau, Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Martha D. Rice, Legal Counsel

**Hambro/Waste Solutions Group**

By: \_\_\_\_\_  
Wes White, President

ATTEST:

\_\_\_\_\_  
Corporate Secretary

**Side Letter of Agreement**  
**Between the Del Norte Solid Waste Management Authority**  
**and**  
**Hambro / Waste Solutions Group**

The Del Norte Solid Waste Management Authority, a California joint powers authority (“Authority”), and Hambro / Waste Solutions Group, Inc., a California corporation (“Hambro”), hereby enter into this Side Letter of Agreement and agree to the following:

1. **Meaning and Effect of Side Letter of Agreement.** This Side Letter of Agreement is complementary to the Agreement between the Del Norte Solid Waste Management Authority, a Joint Powers Authority, and Hambro / Waste Solutions Group for the Operation of a Transfer Station, Recovery, Transportation and Disposal of Waste dated March 3, 2003 (“Transfer Station Operations Agreement”). This Side Letter of Agreement does not modify or amend the Transfer Station Operations Agreement.
2. **Recognition of California Minimum Wage Law.** On April 4, 2016, California Governor Jerry Brown signed Senate Bill 3, which schedules annual state minimum wage increases beginning in 2017 (2018 for small business) of \$0.50 the first year and \$1.00 each year thereafter until the minimum wage reaches \$15.00 per hour. The law includes provisions that would allow the Governor to suspend the increases based upon current economic conditions. The parties recognize that these minimum wage increases will, at some point, have a financial impact on Hambro and effect its profitability under the Transfer Station Operations Agreement.
3. **Rate Negotiation.** In recognition of the new California minimum wage law, the parties agree to meet annually (prior to May 1<sup>st</sup>) to review the impact that the minimum wage will have on Hambro’s operations and profitability over the next fiscal year. If the minimum wage increase is shown to have a negative financial impact on the operations of Hambro, then the parties agree to negotiate in good faith regarding a rate increase. Any rate increase must be calculated to help offset the negative financial impact to Hambro resulting from the increase in minimum wages and subject to the following terms:
  - a. Such rate increase will be independent of Hambro’s contractual right to request an annual rate increase based upon CPI-U.
  - b. Any rate increase pursuant to this side letter will not be subject to the requirement in Division IV, Section 5.A.ii.a.B.1., *i.e.*, that the total cost of Hambro’s operation increase by 5% before the Authority will consider a rate increase based on the increased costs of operations (located on page 37 of the Transfer Station Operations Agreement).
  - c. The amount of the negotiated rate increase is not subject to the 3% annual cap on increases that is provided in Division IV, Section 5.A.i. governing annual CPI increases (located on page 36 of the Transfer Station Operations Agreement).

4. **Effective Date.** This Side Letter of Agreement will become effective upon the date of execution.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2016, in Crescent City, California.

**Del Norte Solid Waste Management Authority  
Group, Inc.**

**Hambro / Waste Solutions**

By: \_\_\_\_\_  
Martha McClure, Chair

By: \_\_\_\_\_  
Wes White, President

ATTEST:

ATTEST:

\_\_\_\_\_  
Ron Gastineau, Secretary

\_\_\_\_\_  
Corporate Secretary

**First Amendment to the Agreement between the Del Norte Solid Waste Management Authority, a Joint Powers Authority, and Hambro/Waste Solutions Group for the Operation of a Transfer Station, Recovery, Transportation and Disposal of Waste**

This first amendment ("Amendment") to the Agreement between the Del Norte Solid Waste Management Authority, a Joint Powers Authority, and Hambro/Waste Solutions Group for the Operation of a Transfer Station, Recovery, Transportation and Disposal of Waste dated March 3, 2003 ("Agreement") is entered into by and between the Del Norte Solid Waste Management Authority, a California joint powers authority ("Authority"), and Hambro/Waste Solutions Group, a California corporation ("Hambro/WSG").

WHEREAS, the Authority finds it necessary and prudent to maintain at least 15 years of disposal capacity for solid waste per Public Resources Code Section 41701;

WHEREAS, Hambro/WSG has a disposal agreement with Dry Creek Landfill in Oregon that expires in 2030, meaning that the Authority has less than 15 years secured disposal capacity;

WHEREAS, the Hambro/WSG Agreement is set to expire in 2028;

WHEREAS, the Authority Board of Commissioners finds it to be in the public interest to extend the term of the Hambro/WSG Agreement, which will then extend the term of the Dry Creek Landfill disposal agreement;

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

SECTION 1. TERM. Division I, Section 1 ("Term of Agreement and Effective Date"), paragraph 3 is hereby amended in its entirety to read as follows:

*This Operations Agreement commenced on March 3, 2003 and had an original expiration date of March 3, 2028. The term is extended an additional twelve (12) years and will expire as of March 3, 2040.*

SECTION 2. SERVICES. Division I, Section 4.Q.ii. ("Cancellation of Services") is hereby amended in its entirety to read as follows:

*Authority retains the right to cancel any one service contained in this Agreement at any time if Authority determines that (1) a change in state or federal law, specifically those laws pertaining to solid waste disposal, recycling, or composting, require that the service be provided in a different manner or by a different method than Arranger is able to provide under this Agreement, or (2) a market has developed for a service that will increase the Authority's diversion rate and Arranger is not able to provide that service with the same results. In the event of such cancellation, Authority shall notify Arranger in writing at least thirty (30) days in advance of the effective date of cancellation of the service. 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 canceled 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.*

SECTION 3. CONDITION. The effectiveness of this Amendment is conditioned upon the successful amendment of the Dry Creek Landfill disposal agreement with Hambro/WSG to extend the term of the disposal agreement to March 3, 2040.

SECTION 4. REMAINING PROVISIONS. All other terms and conditions of the Agreement not modified by this Amendment remain in full force and effect.

IN WITNESS WHEREOF, the parties caused this Amendment to be executed this 17<sup>th</sup> day of May, 2016 in Crescent City, California.

**Del Norte Solid Waste  
Management Authority**

By: \_\_\_\_\_  
Martha McClure, Chairperson

ATTEST:

\_\_\_\_\_  
Ron Gastineau, Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Martha D. Rice, Legal Counsel

**Hambro/Waste Solutions Group**

By: \_\_\_\_\_  
Wes White, President

ATTEST:

\_\_\_\_\_  
Corporate Secretary

## TRANSFER STATION OPERATIONS CHANGE ORDER 23

**CONTRACT:** AGREEMENT FOR OPERATIONS OF A TRANSFER STATION, RECOVERY, TRANSPORTATION AND DISPOSAL OF WASTE FROM THE DEL NORTE COUNTY TRANSFER STATION, DEL NORTE COUNTY, CA

**CONTRACTOR:** HAMBRO / WASTE SOLUTIONS GROUP  
**AGENCY:** DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY  
**SUBJECT:** RATE ADJUSTMENTS BASED ON CHANGES TO CPI AND DISPOSAL COSTS & INITIATION OF TEXTILE RECYCLING

**NATURE OF CHANGES:** This Change Order revises the fees to be paid to Contractor based on the changes to the cost for disposal, changes to the Consumer Price Index as allowed under **Division IV, section 5.A.i** of the Agreement, and the initiation of textile recycling at the Del Norte County Transfer Station. The calculated extension adjustment factor is based on 80% of the change in the Consumer Price Index for All Urban Consumers using the CPI Beginning Index for July 2003 (183.9), and the CPI Extension Index for March 2016 (238.132). Using the formula in **Division IV, section 5.A.i**, the extension adjustment factor is calculated to be (1.23591952). Disposal components of each service fee are increased proportionally to address an increase in disposal of \$0.58 per ton as requested by Dry Creek Landfill due to changes in Oregon legislation.

The new transfer station operations fees are described on the following page, and will be effective starting 01 August 2016, and will remain in effect until further modified by the Authority Board.

Textiles that are acceptable for recycling include: Clothing (must be clean and dry), Linens, Blankets, Towels, Curtains, and shoes (must be bagged separately from other items). Shoes include: High heels, bedroom slippers, dress shoes, all types of boots, tennis shoes, flip flops, sandals, etc.

Materials which are not acceptable as recyclable textiles include: Wet, dirty or moldy items; Bed pillows; Bags of textiles contaminated with excluded items or unbagged shoes; Mattress covers; Under garments; Medical boots or braces; Shoes with major holes.

Arranger will provide containers to receive textiles from customers and to store textiles awaiting transport to market. Textile materials that do not meet these specifications, or no longer meet these specifications following storage, may be disposed by Arranger as mixed solid wastes.

**Contract Time:** The term of the Transfer Operations Agreement remains unchanged by this Change Order.

**Contract Price:** This Change Order makes the following changes to the Contract Price: Starting on 01 August 2016, Arranger will initiate textile recycling services. The new Operations, Transport and Recycling service fee components under Change Order 23 include all prior adjustments to fees based on changes to the Consumer Price Index for all Urban Consumers (CPI-U). The Effective Day fee will be used for calculating fees based on changes to CPI-U in coming years.

<b>Textile Recycling</b>	<b>Operations / ton</b>	<b>Transport / ton</b>	<b>Recycling / ton</b>	<b>Total Service Fee per ton</b>
Effective Day Fee	\$10.11	\$20.23	\$10.11	\$40.45
Fee Under Change Order 23	\$12.50	\$25.00	\$12.50	\$50.00

# TRANSFER STATION OPERATIONS CHANGE ORDER 23

## Schedule B: Transfer Station Rates

Effective Starting August 2016

Except as provided below, the rate for disposal of refuse shall be as follows:		INCOMING	Rate	
<b>Municipal Solid Waste</b>				
Commercial, Franchise or Self-haul wastes	SW	\$ 144.04		per ton
Minimum Charge for wastes	SW	\$ 8.00		for up to 100 lbs
<b>Separated Recyclable Items</b>				
Non-waxed corrugated cardboard	CCIN	\$ 18.58		per ton
Ferrous metals	METFE	\$ 27.86		per ton
Non-ferrous metals	METNF	\$ 18.58		per ton
Mixed metals	METMX	\$ 27.86		per ton
<b>Bulky Items:</b>				
Appliance, Large and metal	APPIN	\$ 29.72		each
Bulky Furniture Handling Fee	FURN	\$ 4.92		each + weight charge
Mattresses or box spring Handling Fee	MATBX	\$ 9.77		each + weight charge
Refrigerators	REFR	\$ 39.01		each
<b>Tires:</b>				
Auto, pickup, motorcycle each no rims	TIR_A	\$ 6.51		each
Small, wheel barrow, scooter, small trailer, pneumatic <10" no rim	TIR_S	\$ 6.04		each
Truck, no rim	TIR_T	\$ 13.02		each
Auto, pickup, motorcycle each with rims	TIRAR	\$ 9.30		each
Small, wheel barrow, scooter, small trailer, pneumatic <10" with rim	TIRSR	\$ 7.44		each
Truck with rims	TIRTR	\$ 24.18		each
Oversize tires (>60" in diameter), no rim	TIROS	\$ 139.43		each
<b>Separated food &amp; meat waste</b>				
Dead Animals	ANIML	\$ 144.04		per ton
<b>Separated Compostable Materials</b>				
Disposal of contained sewage sludge, screenings, grit or skimmings	SLUDG	\$ 144.04		per ton
Brush (no tansy, scotch broom, english ivy, or pampas grass)	BRUSH	\$ 50.15		per ton
Grass and Leaves	GRASS	\$ 50.15		per ton
Untreated Wood	WOOD	\$ 50.15		per ton
Stumps	STUMP	\$ 65.02		per ton
<b>Separated 'Inert' Rocks &amp; Soils</b>				
Asphalt	ASPH	\$ 47.37		per ton
Concrete, no steel, <18"	CONC	\$ 52.01		per ton
Clean soil or sand	SOIL	\$ 47.37		per ton
Street sweepings	SWEEP	\$ 144.04		per ton
<b>Special Wastes</b>				
Autoclaved and containerized medical wastes	MEDI	\$ 144.04		per ton
non-friable asbestos	ASBES	\$ 183.83		per ton
Minimum Charge for household electronics	CED	\$ 4.00		for 40 pounds or less
Electronic appliances w/o CRT's	CED	\$ 144.04		per ton
<b>Construction Debris</b>				
Mixed Construction Debris	CONST	\$ 144.04		per ton
Trailers, modular homes	MHOM	\$ 236.92		per ton
Carpet, Clean and Rolled	CARPT	\$ 56.12		per ton
<b>Household hazardous wastes (available only at the Del Norte County Transfer Station)</b>				
Used motor oil	OILIN	\$ 0.00		per quart
Oil Filters	OILFT	\$ 0.00		each
Used antifreeze	ANTIF	\$ 0.00		per quart
Lead Acid or Household Batteries	BATT	\$ 0.00		each
Non-aerosol paints, stains, lacquers & varnishes	PAINT	\$ 0.00		quart
Cathode ray tube devices (CRT's), televisions, computer monitors	CRT	\$ 0.00		each
Residential fluorescent tubes	FLOTB	\$ 0.00		each
Used Oil Paid, on request	OILPD	\$ 0.10		paid per quart
<b>Commercial Hazardous Wastes</b>				
Commercial Oil Pumping (15-55 gallon container)	OILPUMP	\$ 15.10		per container pumped
Commercial Compact Fluorescent Tubes, each	FLOCC	\$ 1.75		each
Commercial Fluorescent Tubes, each 4'	FLOC4	\$ 3.44		each
Commercial Fluorescent Tubes, each 8'	FLOC8	\$ 6.87		each

# TRANSFER STATION OPERATIONS CHANGE ORDER 23

*This Change Order is hereby approved:*

DATE: \_\_\_\_\_

**HAMBRO / Waste Solutions Group:**

**Del Norte Solid Waste Management  
Authority:**

BY: \_\_\_\_\_  
Wes White, President

BY: \_\_\_\_\_  
Martha McClure, Chair

ATTEST:

ATTEST:

\_\_\_\_\_  
Corporate Secretary

\_\_\_\_\_  
Ron Gastineau, Secretary  
APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Martha D. Rice, General Counsel

**ORDINANCE NO. 2016-01**

**AN ORDINANCE OF THE BOARD OF COMMISSIONERS  
OF THE DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY  
INCREASING DISPOSAL RATE COMPONENTS AND ESTABLISHING RATES FOR  
TEXTILE RECYCLING AND IMPROPER DISPOSAL FOR THE GASQUET AND  
KLAMATH TRANSFER STATIONS**

**WHEREAS**, the Del Norte Solid Waste Management Authority is a Joint Powers Authority of the City of Crescent City and the County of Del Norte formed in part to manage the disposition of solid waste and other discards; and

**WHEREAS**, the Board of Commissioners of the Del Norte Solid Waste Management Authority has adopted Change Order 23 to the Transfer Station Operations Agreement with Hambro / WSG. Change Order 23 initiates a new textile recycling service at the Del Norte County Transfer Station, adjusts transfer station operations fees based on changes to the Consumer Price Index (CPI-U), and makes changes to the disposal components of service fees in response to an increases of \$0.58 per ton to dispose materials at the Dry Creek Landfill starting on 01 July 2016 associated with the passage by the Oregon legislature of Senate Bill 245, increasing the funding for the Oregon Department of Environmental Quality's Solid Waste programs; and

**WHEREAS**, the Board of Commissioners of the Del Norte Solid Waste Management Authority has adopted Collections Change Order 8 to the Collections Franchise Agreement with Recology Del Norte, adjusting collection rates based on changes to disposal rates and on changes to the Consumer Price Index (CPI-U); and

**WHEREAS**, items charged by count at the Gasquet and Klamath transfer stations are placed in roll-off dumpsters, and the Authority pays the transfer station operations contractor both for the weight and the count of such items disposed when mixed with municipal solid wastes; and

**WHEREAS**, Authority staff will designate one roll-off dumpster for receiving items charged by count at both the Gasquet and Klamath small-volume transfer stations.

**NOW, THEREFORE, the Board of Commissioners of the Del Norte Solid Waste Management Authority, Del Norte County, California hereby ordains as follows:**

**SECTION 1. Findings.** The Board of Commissioners of the Del Norte Solid Waste Management Authority adopts the recitals stated herein and finds them to be true.

**SECTION 2. Rates for New Services.** The rates for the new services described in this section are included in the Attachments to this Ordinance.

**2.01 Textiles Recycling.** Starting on August 1, 2016, textile recycling services will be provided by Hambro / WSG as part of their operations at the

6.1

Del Norte County Transfer Station, as described under Change Order 23 to the Transfer Station Operations Agreement.

**2.02 Improper Disposal Fee.** Starting on August 1, 2016, an improper disposal fee will be assessed at the Gasquet and Klamath Transfer Stations for customers who place bulky items in the disposal, recycling, or brush bin, or for customers who place trash in either the bulky item bin, brush bin, or recycling bin. The amount of the improper disposal fee will be \$13.00 per occurrence.

**SECTION 3. Increases to Existing Fees.** The following increases in existing fees will take effect on August 1, 2016.

**3.01 Disposal fee increase due to changes in Oregon Law.** The disposal component of each transfer station operations fee is hereby increased by \$0.58 per ton, or the pro-rated equivalent for services charged per item that is disposed, using the 'pounds each' from Exhibit 2.3 of the Transfer Station Operations Agreement.

**3.02 Transfer station operation fees.** Transfer station operations fees are increased in accordance with CPI-U per the Transfer Stations Operations Agreement.

**3.03 Collection Rates.** Maximum collection rates for all customers are increased in accordance with CPI-U per the Collections Franchise Agreement.

**SECTION 4. Rate Schedules Effective August 1, 2016.** The rate schedules attached hereto as Schedule A, Schedule B, and Schedule C are hereby adopted and made effective August 1, 2016.

**SECTION 5. Publication.** The Clerk of the Board shall cause this Ordinance, or a summary thereof, along with the names of the commissioners voting for and against said ordinance, to be published once within fifteen (15) days after its passage in a newspaper of general circulation in the County of Del Norte in accordance with Govt. Code Section 36933.

**SECTION 6. Effective Date.** This Ordinance will take effect on the 31<sup>st</sup> day after its final adoption.

**SECTION 7. Severability.** If any section, subsection, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance. The Authority hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof, are declared invalid or unconstitutional.

**SECTION 8. CEQA Findings.** The Board of Commissioners finds that this Ordinance is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3), Review for Exemption, because it can be seen with certainty that it will not have a significant effect on the environment and therefore is not subject to CEQA.

**INTRODUCED** by the Board of Commissioners of the Del Norte Solid Waste Management Authority on the 17<sup>th</sup> day of May, 2016 by the following polled vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Martha McClure, Chair

**ATTEST:**

\_\_\_\_\_  
Katherine Brewer, Clerk

**APPROVED** by the City Council of the City of Crescent City on the \_\_\_\_ day of \_\_\_\_\_, 2016 by the following polled vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Ron Gastineau, Mayor

**ATTEST:**

\_\_\_\_\_  
Kimberly Scott, Clerk

**APPROVED** by the Board of Supervisors of the County of Del Norte on the \_\_\_\_ day of \_\_\_\_\_, 2016 by the following polled vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Gerry Hemmingsen, Chair

**ATTEST:**

\_\_\_\_\_  
Kylie Heriford, Clerk

**PASSED AND ADOPTED** by the Board of Commissioners of the Del Norte Solid Waste Management Authority on the \_\_ day of \_\_\_\_\_, 2016 by the following polled vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Martha McClure, Chair

**ATTEST:**

\_\_\_\_\_  
Katherine Brewer, Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Martha D. Rice, General Counsel  
Del Norte Solid Waste Management Authority

## Schedule A: Recology Del Norte Collection Rates, starting August 2016

### Monthly Rates for Weekly Residential & Multi-Family Collections

	Trash + Recycling	Brush Only	Recycling Only
20 Gallon Mini-cart on curb	\$ 20.47		
20 Gallon Mini-cart off-curb	\$ 25.59		
32 Gallon Cart on curb	\$ 25.61	\$ 10.17	\$ 19.24
32 Gallon Cart off-curb	\$ 32.01	\$ 12.72	\$ 24.06
64 Gallon Cart on curb	\$ 37.32	\$ 15.03	\$ 28.04
64 Gallon Cart off-curb	\$ 46.64	\$ 18.79	\$ 35.05
66 Gallon Cart on curb	\$ 54.07	\$ 22.80	\$ 40.63
66 Gallon Cart off-curb	\$ 67.59	\$ 28.49	\$ 50.78

### Temporary Cart and Bin Collection Services, Collection One week after Delivery

	Trash	Brush Only	Recycling Only
64 Gallon Cart (Paired w/ 64 Gallon recycling)	\$ 36.46	\$ 12.39	
66 Gallon Cart (Paired w/ 66 Gallon recycling)	\$ 63.82	\$ 18.81	
2 cubic yard bin	\$ 70.70	\$ 49.56	\$ 40.40
3 cubic yard bin	\$ 110.72	\$ 77.59	\$ 63.27
4 cubic yard bin	\$ 146.09	\$ 102.38	\$ 83.49
6 cubic yard bin	\$ 193.33	\$ 135.49	\$ 110.48
10 cubic yard bin	\$ 634.29	\$ 444.54	\$ 362.50
20 cubic yard bin	\$ 792.37	\$ 529.00	\$ 431.37
30 cubic yard bin	\$ 966.69	\$ 645.38	\$ 526.28
40 cubic yard bin	\$ 1,312.77	\$ 876.43	\$ 714.68

### Additional Available Services and Potential Extra Fixed-fee Charges

For customers requesting a larger recycling cart than trash	\$ 0.00	Additional per month
Change for re-locating Temp bin	\$ 53.42	per relocation < 5 miles
Unscheduled Collection	\$ 5.38	per unscheduled collection
Locking bin charge	\$ 5.38	additional per locking bin per month
Beer-proof Bin	\$ 108.91	Additional per bin per month
Special Service Fee	\$ 53.42	per half hour of extra labor
Pass-through charges for bulky item or tires placed in bin	\$ 0.00	+ DMC Transfer Station per item charge

### Percentage Surcharges for Additional Services

Ro-out or off-curb charge	25%	Additional
Off-road surcharge, only on approved list of addresses	50-25%	Additional
Secondary Franchise Area	65%	Additional
Extra time for Temporary Bins	25%	of Rate for Temp. Bin for each additional week
Medical waste	80%	Additional
More than Weekly Collection	100%	Additional x (Coll'wk -1) x Rate
Weekend collection	50%	Additional

Rates Effective Starting August 2016

### Monthly Rates for Weekly Commercial Collections

	Trash (including Recycling for >0.9 cy if Multi-family)	Brush Only	Recycling Only
22 Gallon Commercial Cart *	\$ 39.95	\$ 11.41	\$ 23.16
64 Gallon Commercial Cart *	\$ 79.90	\$ 23.13	\$ 46.31
66 Gallon Commercial Cart *	\$ 139.83	\$ 42.37	\$ 81.06
1 cubic yard bin	\$ 140.06	\$ 101.35	\$ 80.05
1.5 cubic yard bin	\$ 201.69	\$ 144.29	\$ 115.26
2 cubic yard bin	\$ 251.20	\$ 176.10	\$ 143.56
3 cubic yard bin	\$ 363.74	\$ 252.14	\$ 207.88
4 cubic yard bin	\$ 455.26	\$ 308.86	\$ 260.18
6 cubic yard bin	\$ 659.33	\$ 441.62	\$ 376.81
10 cubic yard bin	\$ 2,227.31	\$ 1,433.33	\$ 1,272.91
20 cubic yard bin	\$ 3,039.60	\$ 1,863.31	\$ 1,654.78
30 cubic yard bin	\$ 3,798.60	\$ 2,328.60	\$ 2,067.98
40 cubic yard bin	\$ 4,557.59	\$ 2,793.86	\$ 2,481.18

\* Trash service in these sizes includes a weekly recycling cart collection at no additional charge.

### Other Collection Services, per collection

Commercial Compactors	\$ 71.73	per cubic yard per collection
Pre-paid single-family residential bags	\$ 7.62	per bag
Extra residential bulky item collection	\$ 63.34	per extra bulky item

### Municipal Collection and Transport Services

Treatment Plant Sludge, screenings, shavings and grit	\$ 171.85	per ton, incl. transport and disposal
Collection, hauling and unloading bins as directed	\$ 188.16	per haul

### Maximum Allowed Weights by Container Volume

	Maximum Allowed Weight
Pre-paid single-family residential bags	40 pounds
20 Gallon Cart	40 pounds
32 Gallon Cart	60 pounds
64 Gallon Cart	120 pounds
66 Gallon Cart	180 pounds
2 cubic yards	560 pounds
3 cubic yards	840 tons
4 cubic yards	1100 tons
6 cubic yards	1680 tons
10 cubic yards	3,000 tons
20 cubic yards	4,250 tons
30 cubic yards	5,500 tons
40 cubic yards	6,250 tons

Bags, Carts, and Bins placed for collection with more than the allowed weight may not be collected. If Recology Del Norte collects an over-weight container, they may charge for the amount over the allowed weight for that size container, at the approved rates charged at the Del Norte County Transfer Station.

Schedule B: Transfer Station Rates

Effective starting August 2016

Except as provided below, the rate for disposal of refuse shall be as follows:		INCOMING	Rate
<b>Municipal Solid Waste</b>			
Commercial, Franchise or Self-haul wastes	SW		\$ 144.04 per ton
Minimum Charge for wastes	SW		\$ 7.20 for up to 80 lbs
Gasquet Transfer Trailer	TRGAS		\$ 95.83 ton
Klamath Transfer Trailer	TRKLA		\$ 95.83 ton
Over 3 x 32 gal cans	SW30X		\$ 3.00 per 32 gal can
Over 2 x 45 gal cans	SW45X		\$ 4.40 per 45 gal can
Over 1 x 65 gal can	SW65G		\$ 5.40 per 65 gal can
<b>Separated Recyclable Items</b>			
Non-waxed corrugated cardboard	CCIN		\$ 18.58 per ton
Ferrous metals	METFE		\$ 27.86 per ton
Non-ferrous metals	METNF		\$ 18.58 per ton
Mixed metals	METMX		\$ 27.86 per ton
<b>Bulky Items:</b>			
Appliance, Large and metal	APPIN		\$ 29.72 each
Bulky Furniture Handling Fee	FURN		\$ 4.92 each + weight charge
Mattresses or box spring Handling Fee	MATBX		\$ 9.77 each + weight charge
Refrigerators	REFR		\$ 39.01 each
<b>Tires:</b>			
Auto, pickup, motorcycle each no rims	TIR_A		\$ 6.51 each
Small, wheel barrow, scooter, small trailer, pneumatic <10" no rim	TIR_S		\$ 6.04 each
Truck, no rim	TIR_T		\$ 13.02 each
Auto, pickup, motorcycle each with rims	TIRAR		\$ 9.30 each
Small, wheel barrow, scooter, small trailer, pneumatic <10" with rim	TIRSR		\$ 7.44 each
Truck with rims	TIRTR		\$ 24.18 each
Oversize tires (>60" in diameter), no rim	TIROs		\$ 139.43 each
<b>Separated food &amp; meat waste</b>			
Dead Animals	ANIML		\$ 144.04 per ton
Fish Waste	FISH		\$ 144.04 per ton
Mixed food and compostable paper	SW		\$ 144.04 per ton
<b>Separated Compostable Materials (no Invasive weeds)</b>			
Disposal of contained sewage sludge, screenings, grit or skimmings	SLUDG		\$ 144.04 per ton
Brush (no tansy, scotch broom, english ivy, or pampas grass)	BRUSH		\$ 50.15 per ton
Grass or leaves	GRASS		\$ 50.15 per ton
Untreated wood or lumber	WOOD		\$ 50.15 per ton
Stumps	STUMP		\$ 65.02 per ton
Textiles	TEXT		\$ 75.15 per ton
<b>Separated 'Inert' Rocks &amp; Soils</b>			
Asphalt	ASPH		\$ 47.37 per ton
Concrete, no steel	CONC		\$ 52.01 per ton
Clean soil or sand	SOIL		\$ 47.37 per ton
Street sweepings	SWEEP		\$ 144.04 per ton
<b>Special Wastes</b>			
Autoclaved and containerized medical wastes	MEDI		\$ 144.04 per ton
Non-friable asbestos	ASBES		\$ 183.83 per ton
Minimum Charge for household electronics	CED		\$ 3.60 for 40 pounds or less
Electronic appliances w/o CRT's	CED		\$ 144.04 per ton
<b>Construction Debris</b>			
Trailers, modular homes	MHOM		\$ 236.92 per ton
Asphalt roofing	CONST		\$ 144.04 per ton
Gypsum sheetrock	CONST		\$ 144.04 per ton
Carpet, Clean and Rolled	CARPT		\$ 56.12 per ton
<b>Volume - Based Rates (available only when weighing is not possible)</b>			
Loose Refuse per cubic yard	SW_CY		\$ 15.84 per cubic yard
Loose Brush per cubic yard	BRUCY		\$ 6.27 per cubic yard
Loose Mixed Metals per cubic yard	METCY		\$ 17.35 per cubic yard
Loose Construction Debris per cubic yard	CONCY		\$ 36.01 per cubic yard
<b>Household hazardous wastes (available only at the Del Norte County Transfer Station)</b>			
Used motor oil	OILIN		\$ 0 qt
Used oil filters	OILFT		\$ 0 each
Ethylene glycol antifreeze	ANTIF		\$ 0 gal
Non-aerosol paints, stains, lacquers & varnishes	PAINT		\$ 0 gal
Lead acid batteries	BATT		\$ 0 each
Stored Batteries	SBATT		\$ 0 ton
Cathode ray tube devices (CRT's), televisions, computer monitors	CRT		\$ 0 each
Residential fluorescent tubes	FLOTB		\$ 0 each
Used Oil Paid	OILPD		\$ 0.40 gal paid to customer
<b>Commercial Hazardous Wastes</b>			
Commercial Oil Pumping (15-55 gallon container)	OILPUMP		\$ 15.10 per container pumped
Commercial Compact Fluorescent Tubes, each	FLOCC		\$ 1.75 each
Commercial Fluorescent Tubes, each 4'	FLOC4		\$ 3.44 each
Commercial Fluorescent Tubes, each 8'	FLOC8		\$ 6.87 each

Revised August 2016

**ATTACHMENT C**

<b>DISPOSAL FEES AT THE GASQUET AND KLAMATH TRANSFER STATION SITES</b>		<b>Rate</b>
<i>Effective Starting August 2016</i>		
STANDARD FEE FOR WASTE ( 0.44 cubic yard, 3 x 30 gal, 2 x 45 gal, or 1 x 55 gal)	minimum for mixed wastes	\$ 8.75
MINIMUM FEE FOR ELECTRONICS (up to 4.8 cubic feet or 0.18 cubic yards)	minimum for electronics	\$ 3.60
Each additional 30 gallon over three	each additional can	\$ 3.00
Each additional 45 gallon can over two	each additional can	\$ 4.40
Each additional 55 gallon can	each additional can	\$ 5.40
Improper Disposal Fee If Customer places Bulky Items or Trash in wrong bin.	per occurrence	\$ 13.00
Appliance, Large and metal	each	\$ 29.71
Furniture, Bulky (Incl. \$4.92 Handling Fee + \$12.96 for weight)	each (measured avg. weight 180 lbs)	\$ 17.88
Mattress or box spring (incl. \$9.77 for Handling + \$5.40 for weight)	each (measured avg. weight 75 lbs)	\$ 15.17
Refrigerators	each	\$ 39.01
Tires: Small wheel barrow, scooter, small trailer, pneumatic <10"	each	\$ 6.04
Tires: Small wheel barrow, scooter, small trailer, pneumatic <10" with rim	each	\$ 7.44
Tires: Auto, pickup, motorcycle each	each	\$ 6.51
Tires: Auto, pickup, motorcycle each with rims	each	\$ 9.30
Tires: Truck	each	\$ 13.02
Tires: Truck with rims	each	\$ 24.18
Oversize tires (>60" in diameter), no rim	each	\$ 139.43
Loose Refuse per cubic yard	per cubic yard	\$ 19.80
Loose Brush per cubic yard (small quantities from self-haulers - GASQUET ONLY)	per cubic yard	\$ 6.27

*Updated August 2016*

Gasquet Transfer Station Hours (July - September):

Gasquet Transfer Station Hours (October - June):

Thursday & Saturday 10 AM - 4 PM

Saturdays 10 AM - 4 PM

Klamath Transfer Station Hours (July - September):

Klamath Transfer Station Hours (October - June):

Sunday, Wednesday & Friday 10 AM - 4 PM

Wednesday & Sunday 10 AM - 4 PM



# Del Norte Solid Waste Management Authority

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

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

## Staff Report

**Date:** 13 May 2016  
**To:** Del Norte Solid Waste Management Authority  
Commissioners  
**From:** Tedd Ward, M.S. – Director *Tedd*  
Del Norte Solid Waste Management Authority  
**File Number:** 022102 – Authority Budget  
**Topic:** Adopt Authority Budget for FY 16/17

**Recommendation:** That the Board of the Del Norte Solid Waste Management Authority consider the attached budget proposed for Fiscal Year 16/17, and set a public hearing for 21 June 2016 for final adoption.

**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.

In preparation for final adoption by the Authority Board, the proposed budget has been presented to the Crescent City Council and the Del Norte County Board of Supervisors for comment. The Board of Supervisors had no comments. Any written comments approved by the City 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. The Board may make changes to this budget at this meeting prior to final adoption.

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

22 April 2016  
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6.2

2016/2017.

## **Projected Expenses**

This 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.

As part of this budgeting process, I have compared the adopted and revised budget for each budget line for the past three fiscal years to identify spending trends and budget accordingly. Most operating expenses for next year will remain much the same as this year.

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 from Recology Del Norte are based on revenues received this year. 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 from the Del Norte County Transfer Station are 1.4% ahead of budget, so the amount budgeted for budget lines 20239, 91003, and 91004 are all increased by 1.4% for the coming fiscal year. 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.

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.

Authority meeting. The Board may make changes to this budget at this meeting prior to final adoption.

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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
<b>Salaries and Benefits</b>						
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
		<b>Salaries and Benefits</b>	<b>\$ 531,857.00</b>	<b>\$ 358,202.61</b>	<b>\$ 491,450.00</b>	<b>\$ 591,009.00</b>
<b>Services &amp; Supplies</b>						
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	\$ 1,891,226.50
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	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00
20270		Minor Equipment (>\$1K)	\$ 1,000.00	\$ -	\$ 750.00	\$ 750.00
20275		Small Tools (<\$1K)	\$ 750.00	\$ 362.47	\$ 600.00	\$ 380.00
20280		Delivery Service	\$ 600.00	\$ 240.00	\$ 600.00	\$ 32,000.00
20281		Household Hazardous Waste Event	\$ 32,000.00	\$ 29,772.00	\$ 31,620.00	\$ 5,500.00
20283		Community Clean-up	\$ 5,500.00	\$ 4,067.55	\$ 5,500.00	\$ 1,500.00
20285		Special Dept Expense	\$ 1,500.00	\$ 624.00	\$ 1,880.00	\$ 4,601.52
20285	62	Spec Dept Exp - Oil Grant 15/16	\$ 6,500.00	\$ 1,898.48	\$ 6,500.00	\$ -
20285	60	Spec Dept Exp-Oil Grant - 12/13	\$ -	\$ -	\$ -	\$ -
20285	61	Special Dept Exp-Oil Grant 13/14	\$ -	\$ -	\$ 4,500.00	\$ -
20285	65	Spec Dept Exp-DOC Grant 14/15	\$ -	\$ 830.00	\$ -	\$ -
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	\$ 4,500.00
20285	66	Spec Dept Exp - DOC Grant 16/17	\$ -	\$ -	\$ -	\$ 6,500.00
20285	63	Spec Dept Exp - Oil Grant 16/17	\$ -	\$ -	\$ -	\$ -
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	\$ -	\$ -	\$ -	\$ 4,500.00
20290	66	Travel - DOC Grant 16/17	\$ -	\$ -	\$ -	\$ 2,500.00
20290	63	Travel - Oil Grant 16/17	\$ -	\$ -	\$ -	\$ -
20291		Commissioner Expense	\$ -	\$ -	\$ -	\$ 1,500.00
20297		Vehicle Fuel	\$ 1,600.00	\$ 953.39	\$ 1,600.00	\$ -
20300		Utilities	\$ -	\$ -	\$ -	\$ 57,191.00
20301		State Fees	\$ 73,431.00	\$ 30,625.00	\$ 68,931.00	\$ -
		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
<b>Other Charges</b>						
30420		Interest Payments	\$ -	\$ -	\$ -	\$ -
30440		Transfer Station Loan Pymts-Interest	\$ -	\$ -	\$ -	\$ -
30490		Depreciation Expense	\$ 98,000.00	\$ -	\$ 98,000.00	\$ 96,500.00
30500		Department Allotment	\$ -	\$ -	\$ -	\$ -
		<b>Other Charges</b>	\$ 98,000.00	\$ -	\$ 98,000.00	\$ 96,500.00
<b>Fixed Assets</b>						
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	\$ -	\$ -	\$ -	\$ -
		<b>Fixed Assets</b>	\$ -	\$ -	\$ -	\$ -
<b>Intra / Inter Fund Transfers</b>						
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	\$ -	\$ -
		<b>Intra / Inter Fund Transfers</b>	\$ 266,849.00	\$ 238,352.13	\$ 266,849.00	\$ 277,232.00
<b>Other Charges</b>						
81000		Contingency	\$ 1,000.00	\$ -	\$ -	\$ 3,000.00
		<b>Other Charges</b>	\$ 1,000.00	\$ -	\$ -	\$ 3,000.00
<b>TOTAL EXPENDITURES</b>			\$ 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 Adopted	FY 15/16 Year to Date	FY 15/16 Revised	FY 16/17 Proposed
<b>Revenues</b>						
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		Tippling Fees	\$ -	\$ -	\$ -	\$ -
91002		Resource Recovery Infrastructure Fee	\$ -	\$ -	\$ -	\$ -
91003		Gate Tippling Fees	\$ (1,800,000.00)	\$ (1,249,644.62)	\$ (1,800,000.00)	\$ (1,850,378.09)
91003	99	Gate Tippling 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 Tippling 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	\$ -	\$ -	\$ -	\$ -
<b>TOTAL REVENUES</b>			\$ (3,056,900.00)	\$ (2,114,282.61)	\$ (3,094,810.00)	\$ (3,171,794.41)
<b>Net Cost</b>			\$ -	\$ (31,893.30)	\$ -	\$ 0.00

## Comparison of Rates Charged for Solid Waste Services in the Del Norte Region

### TRANSFER STATION SELF-HAUL RATES

Location	FY 15/16		FY 15/16		FY 15/16		2016/17		Curry County (CTR) FY 15/16							
	Eel River Disposal	Reedway	Eel River Disposal	Fortuna	HMMA	Eureka	Humboldt San.	McKinleyville	Humboldt San.	Orick	Del Norte Solid Waste Management Authority	Klamath	Crescent City	Gasquet	Light CY Equivalent assumed to average 220 lbs/cy	Heavy CY Equivalent assumed to average 450 lbs/cy
Minimum Charge	\$ 12.00	\$ 12.00	\$ 10.00	\$ 10.00	\$ 8.00	\$ 8.00	\$ 8.95	\$ 12.00	\$ 8.95	\$ 8.95	\$ 9.00	\$ 9.00	\$ 8.00	\$ 9.00	\$ 10.20	\$ 9.60
1x 30 gal can							\$ 8.95		\$ 8.95	\$ 17.90	\$ 9.00	\$ 9.00	\$ 9.00	\$ 9.00	\$ 10.20	\$ 9.60
2x 30 gal can							\$ 17.90		\$ 17.90	\$ 26.85	\$ 9.00	\$ 9.00	\$ 9.00	\$ 9.00	\$ 15.35	\$ 14.40
3x 30 gal can							\$ 26.85		\$ 26.85	\$ 35.80	\$ 12.00	\$ 12.00	\$ 12.00	\$ 12.00	\$ 20.60	\$ 19.20
4 x 30 gal can (up to 140 lbs)							\$ 35.80		\$ 35.80	\$ 59.80	\$ 19.80	\$ 19.80	\$ 15.84	\$ 19.80	\$ 25.65	\$ 24.00
"Light" per cubic yard *	\$ 19.91	\$ 19.91	\$ 19.25	\$ 19.25	\$ 17.13	\$ 17.13	\$ 26.40	\$ 54.00	\$ 26.40	\$ 59.80	\$ 19.80	\$ 19.80	\$ 15.84	\$ 19.80	\$ 26.35	\$ 24.00
"Heavy" per cubic yard *	\$ 40.73	\$ 40.73	\$ 39.38	\$ 39.38	\$ 35.04	\$ 35.04	\$ 54.00	\$ 59.80	\$ 54.00	\$ 59.80	\$ 19.80	\$ 19.80	\$ 15.84	\$ 19.80	\$ 26.35	\$ 24.00
<b>Cost per Ton Waste</b>	<b>\$ 181.00</b>	<b>\$ 175.00</b>	<b>\$ 175.00</b>	<b>\$ 175.00</b>	<b>\$ 155.75</b>	<b>\$ 155.75</b>	<b>\$ 240.00</b>	<b>\$ 240.00</b>	<b>\$ 240.00</b>	<b>\$ 434.91</b>	<b>\$ 144.04</b>	<b>\$ 144.04</b>	<b>\$ 144.04</b>	<b>\$ 144.04</b>	<b>\$ 239.55</b>	<b>\$ 175.56</b>
<b>% More than DNSWMA</b>	<b>26%</b>	<b>21%</b>	<b>21%</b>	<b>21%</b>	<b>8%</b>	<b>8%</b>	<b>67%</b>	<b>67%</b>	<b>67%</b>	<b>202%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>66%</b>	<b>22%</b>

\* These rates are reported to be charged by Curry Transfer and Recycling. For comparison, roughly equivalent rates were calculated from the per-ton rate for other facilities.

Similarly, the CTR Cost per ton was derived from their per cubic yard rates, though CTR has no scale in their system for public use.

Yellow shaded cells indicate rates which were calculated for comparison, but which are not charged as such within that jurisdiction.

Cost per Ton Waste for DNSWMA are rates effective July 1, 2016 - June 30, 2017.

Conversions adapted from Tchobanoglous et al., Integrated Solid Waste Management: Engineering Principles and Management Issues, Table 4-1

Residential rubbish specific weight in lbs/cy = 220 pounds/cy average

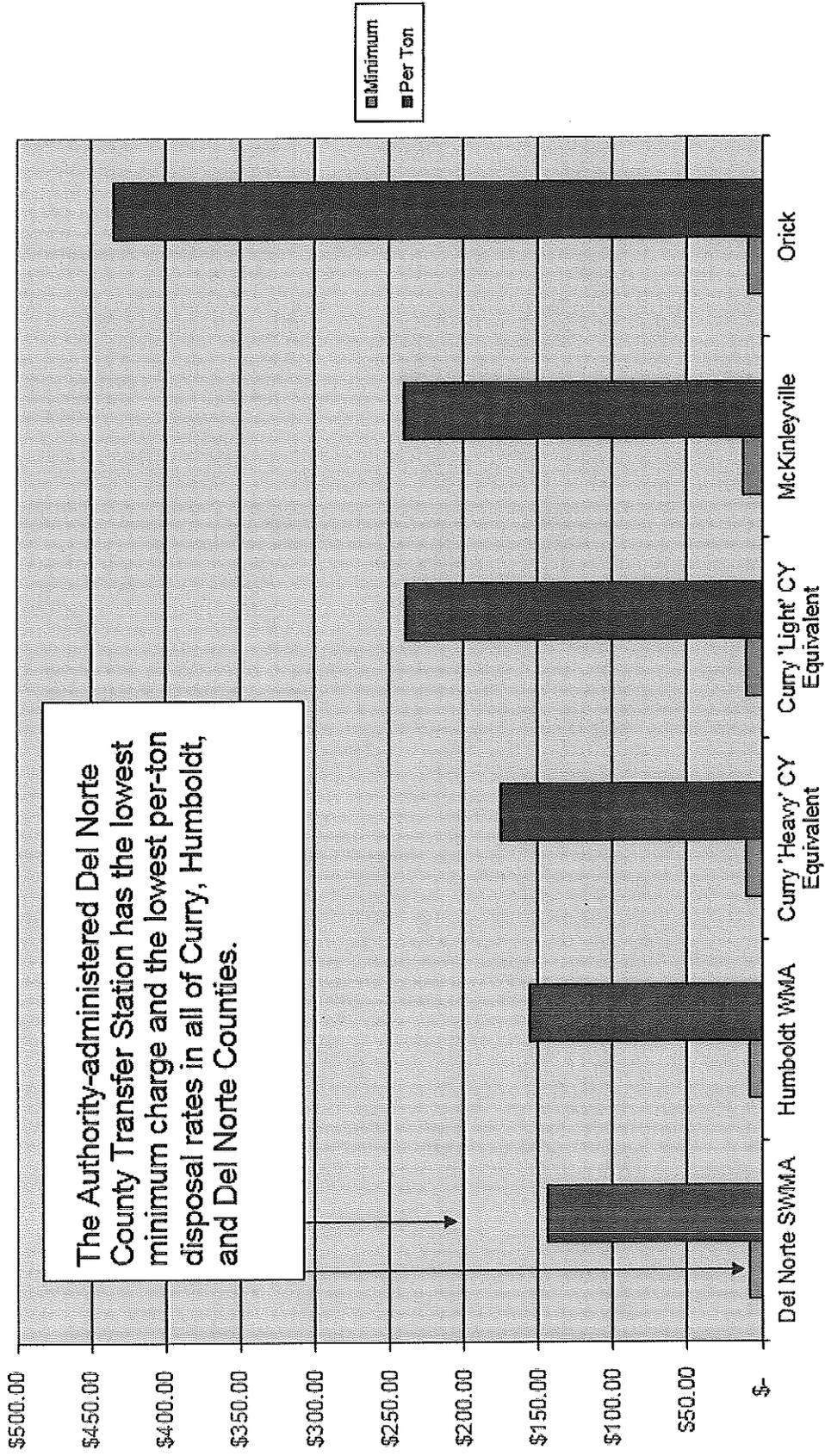
Municipal waste in compactor truck = 500 pounds/cy average

Mixed combustible construction debris = 440 pounds /cy average

Mixed wastes disposed at Small volume Del Norte transfer stations presumed to have a density of 275 lbs/cy

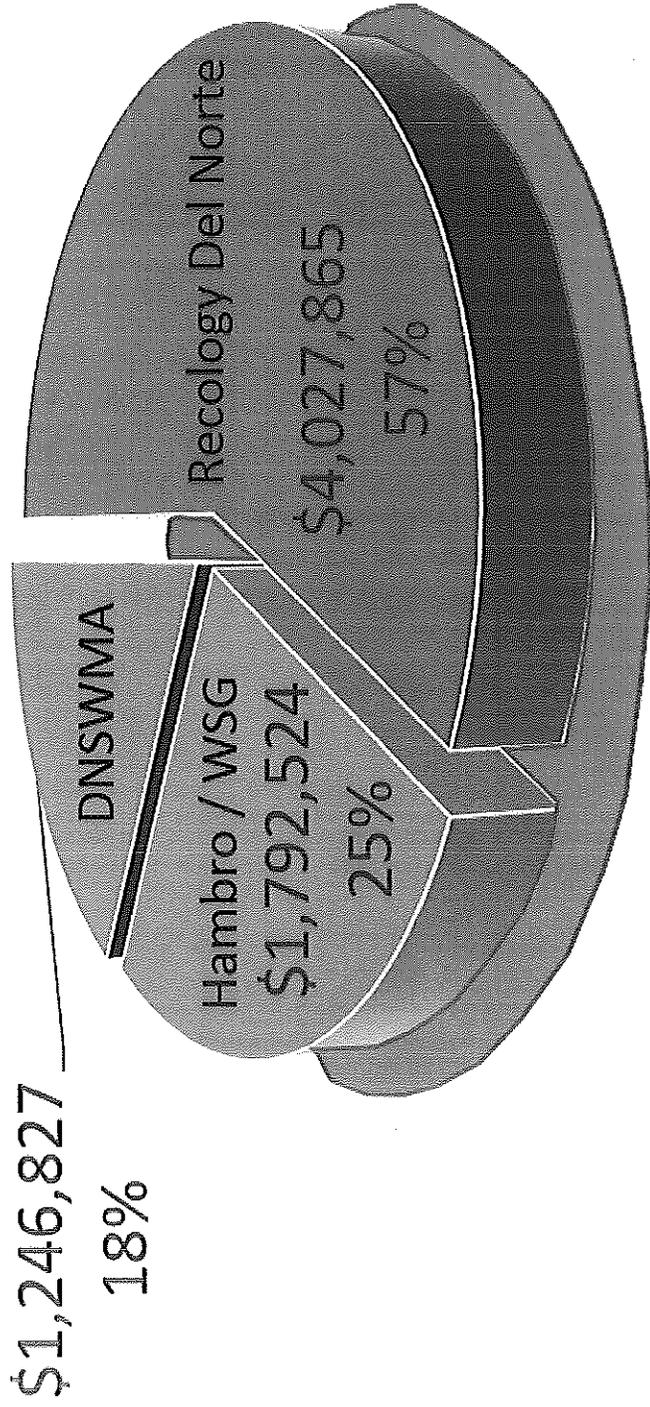
839-3285	Humboldt Sanitation
725-5156	Eel River Disposal
(541) 469-2425	Curry Transfer & Recycling
(707) 822-0504	Arcata Garbage
(707) 442-5711	Eureka City Garbage
(707) 288-8680	Humboldt Waste Management Authority

# Regional Rate Comparison

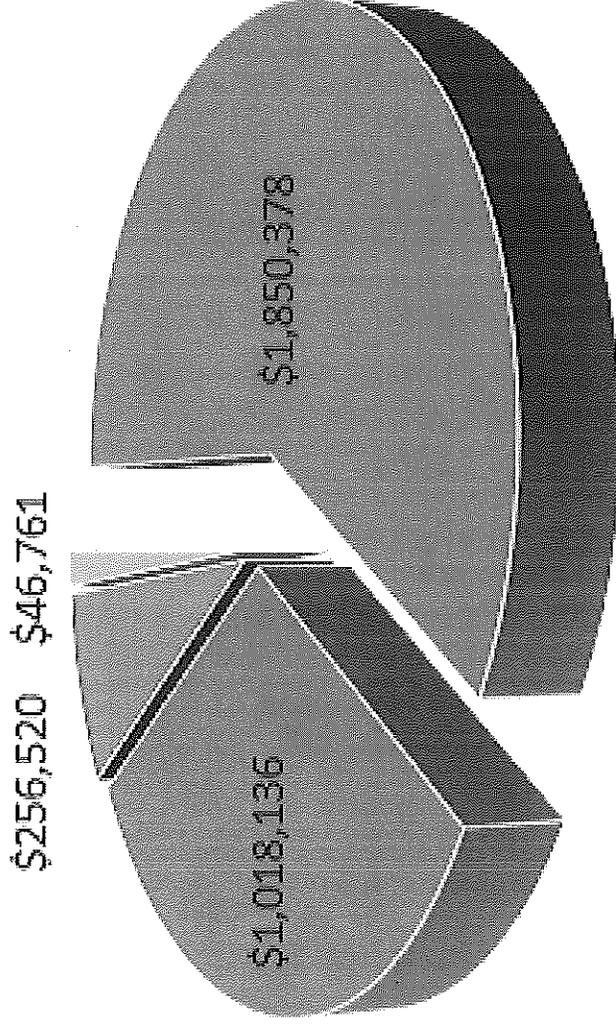


# Del Norte Solid Waste System Revenues FY 14/15

with Franchise Fees counted as DNSWMA Revenue

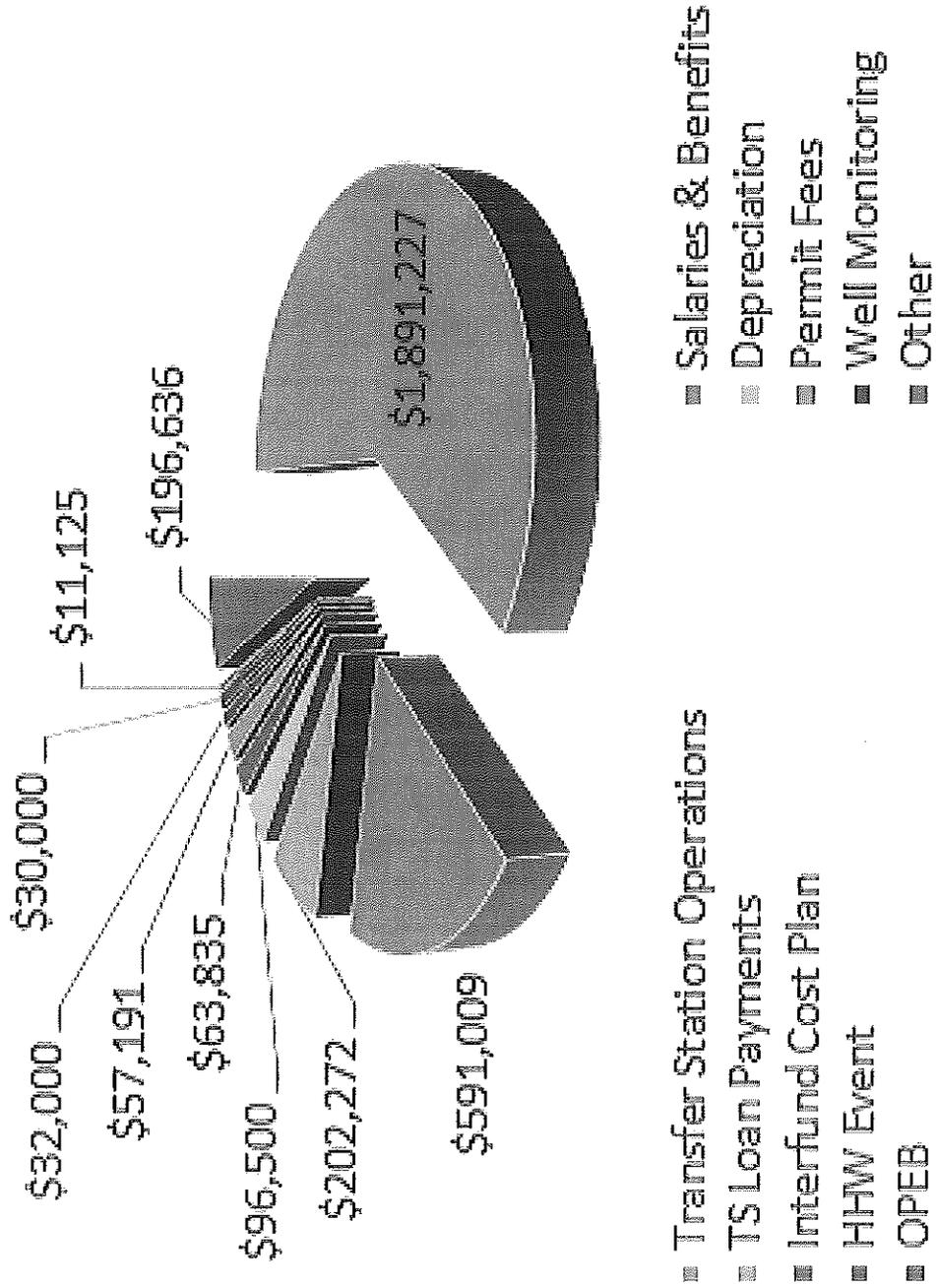


# DNSWMA Budget FY 16/17 - Revenues



- Hambro/WSG
- Authority service Fees
- Franchise Fees
- Grants & Other

# DNSMWA Budget FY 16/17 - Expenses



- Transfer Station Operations
- TS Loan Payments
- Interfund Cost Plan
- HHW Event
- OPEB

- Salaries & Benefits
- Depreciation
- Permit Fees
- Well Monitoring
- Other



# 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](http://www.recycledelnorte.ca.gov)

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

## Staff Report

Date: 13 May 2016  
To: City Council of the City of Crescent City  
Del Norte County Board of Supervisors  
From: Tedd Ward, M.S. – Director  
File Number: 101502 – Joint Powers Agreement  
Attachment: **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 City Council of the City of Crescent City and the Del Norte County Board of Supervisors 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; and
2. Suggest revisions and/or approve the attached Second Amended JPA.

**Background:** At the 10 May 2016 meeting of the Del Norte County Board of Supervisors, Chair Hemmingsen suggested several additional changes to the draft presented. Staff have incorporated changes to the Second Amended JPA as attached to address these comments. This item was pulled from the City Council agenda so the Authority Board may consider these suggestions. Supervisor Finigan suggested that the Authority convene a joint meeting of the City Council and Board of Supervisors to discuss and possibly adopt an amended JPA.

At the Del Norte County Board of Supervisor's meeting of 26 January 2016, Supervisor Finigan requested that the Board of Supervisors consider options to reduce the occasions when the actions of the Authority Board 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.

**Alternatives:**        **The Board could direct staff to convene a joint meeting of the City Council and Board of Supervisors to discuss and possibly adopt an amended JPA.**

**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, 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.

1.5. 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 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 ~~so that a resolution of the matter can be reached~~. The Party's failure to attend such hearing shall be treated as approval of the proposed budget.

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

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

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

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

#### **9. Insurance:**

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

#### **10. Immunity:**

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents or employees

of any such public agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them in the same degree and extent while engaged in the performance of any of their functions or duties extraterritorially under the provision of Article 1 of Chapter 5, Division 7 of Title 1 of the Government Code of the State of California and as provided by law.

**11. Breach:**

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

**12. Severability:**

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

**13. Notices:**

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

**14. Duplicate Originals:**

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

**15. Consent:**

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

**16. Regional Agency for Diversion Goals:**

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

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

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

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

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

16.4. In the event that DNSWMA is abolished or dissolved, each Member shall be responsible for complying with the requirements of Part 2 (commencing with section 40900) of Division 30 of the Public Resources Code and all regulations adopted under that legislation within its respective jurisdictional boundaries in accordance with the programs set forth in the Authority's plans submitted and approved by the CIWMB. Those plans include "The County of Del Norte and City of Crescent City Source Reduction and Recycling Element," dated October 1992 and as updated from time to time, which SRRE is hereby incorporated by reference.

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

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

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

**[signature page to follow]**

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

**CITY OF CRESCENT CITY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
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



# Del Norte Solid Waste Management Authority

1700 State Street, Crescent City, CA 95531

Phone (707) 465-1100 Fax (707) 465-1300

www.recycledelnorte.ca.gov

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

## Staff Report

**Date:** 13 May 2016

**To:** Del Norte Solid Waste Management Authority  
Commissioners

**From:** Kayleen Warner, Facilities & Programs Coordinator  
Tedd Ward, M.S. – Director *Tedd* *KW*

**Attachment:** Resolution 2016- XX

**File:** 071802 – Beverage Container Recycling Grants

**Subject:** Cal Recycle Grant Status

**Summary / Recommendation:** That the Authority Board of Commissioners discuss and acknowledge the CalRecycle grant status and application process.

**Background:** Since the Del Norte Solid Waste Management Authority was formed, we have taken responsibility for administering grants from Cal Recycle for beverage container recycling (also known as the 'City and County Payment Program') and used motor oil recycling (also known as the 'Oil Payment Program' or OPP).

Through these programs the Authority has received \$15,000 per year in beverage container funding, (\$10,000 allocated to the County and \$5,000 to Crescent City). Funds have been used to advertise and support outreach efforts encouraging recycling, to collect beverage containers from County offices and public areas, and to provide recycling containers for public venues such as the Del Norte County Fairgrounds.

An additional \$15,000 has allowed the Authority to fund projects supporting the collection and recycling of used motor oil and oil filters. Past projects include purchasing and distributing oil collection containers, funnels, oil spill kits and outreach and education messages.

Though our agency has been assigned the responsibility by both the City and the

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

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100% recycled paper

County to administer recycling programs for both beverage containers and used motor oil under the JPA, CalRecycle has recently clarified their rules for resolutions and letters of authorization associated with these grants.

Because the payment program was audited by the Bureau of State Audits, CalRecycle implemented several changes to the application process and management of the payment program. Public Resources Code 14581 rules are specific to Cities and Counties and identifies how a City or County will receive funds. It also requires that the signature authority for beverage container grants be a County or City employee. So while there may be an irony that the Joint Powers Authority created by the City and County to administer programs like this grant program is not technically allowed to apply for such programs independently, our agency will continue to do everything we can to make sure these grant funds are used in a way that continues to benefit the residents, businesses, and agencies in Del Norte County. So the JPA is not considered an eligible applicant but can may assist the City or County with filling out the online application and obtaining a resolution just as a consultant might do.

**Analysis:** Regional applications may be submitted to CalRecycle (for example, a beverage container grant serving both the City and County would be considered a 'regional application'), but JPA's like ours essentially administer these programs on behalf of the County somewhat as if our JPA was a contractor for the County. Attached is a Resolution we are asking the County to adopt which indicates the County is the applicant with the City as a participant in the program. This resolution will be considered by the Board of Supervisors at the May 24, 2016 meeting.

The JPA will continue to apply for these funds and administer them on behalf of the County and City. No changes to the process of applying for used motor oil funds are needed at this time.

Staff is currently working on the following projects using these grant sources:

1. 'It's a Treat to Recycle at the Transfer Station' ad campaign featuring Kiwi the dog. This campaign consists of a printed ad running in the Triplicate along with a radio spot airing on KCRE and KPOD. This will be followed by a customer appreciation campaign and future ads will feature other transfer station dogs.
2. Purchase of paired trash and recycling units to collect beverage containers at the Cultural Center and during large public events such as the Fourth of July and SeaCruise
3. Development of additional education materials and methods to increase used motor oil recycling and decrease contamination of beverage container recycling with special emphasis on minority populations in Del Norte County.
4. Possible purchase of an ipad and InFocus projector for additional outreach and education of the community through the development of a Master Recycler program.

5. Possible purchase of a low frequency radio station and/or a reader/display board to announce recycling messages, update transfer station customers on wait times and other key information.
6. Researching with local retailers the possibility of point of sale outreach materials. For example: posting shelf talkers where motor oil is sold and/or placing "recycle me" stickers on oil containers.

**RESOLUTION 2016 - XX  
OF THE DEL NORTE COUNTY BOARD OF SUPERVISORS  
AUTHORIZING SUBMITTAL OF A  
REGIONAL PAYMENT PROGRAM APPLICATION  
AS THE REGIONAL LEAD PARTICIPANT,  
RELATED AUTHORIZATIONS AND IDENTIFICATION OF  
PARTICIPATING JURISDICTION**

WHEREAS, pursuant to Public Resources Code sections 48000 et seq., 14581, and 42023.1(g), the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the payment programs; and

WHEREAS, the payment program allows regional participation; and

WHEREAS, CalRecycle's procedures for administering payment programs require, among other things, a regional applicant's governing body to declare by resolution certain authorizations related to the administration of the payment programs.

NOW, THEREFORE, BE IT RESOLVED that Del Norte County is authorized to submit a regional application on behalf of itself as Regional Lead Participant and the City of Crescent City; and

BE IT FURTHER RESOLVED that the Del Norte County Chief Administrative Officer or his/her designee, is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment; and

BE IT FURTHER RESOLVED that the Signature Authority is hereby authorized to revise the list of participating jurisdictions as necessary with each yearly application; and

BE IT FURTHER RESOLVED that this Resolution is effective (*Choose only one of the following options*)

- until rescinded by the Signature Authority and/or this governing body.
- for five (5) years from its date of adoption.
- until **(Month, Day, and Year)**.

Date Adopted \_\_\_\_\_

ATTEST/CERTIFIED \_\_\_\_\_ (Name(s))

City of Crescent City  
Del Norte County