# 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

**Special Session** **Monday December 11, 2017** **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 Special Session. Only those items that indicate a specific time will be heard at the assigned time. All items may be taken out of sequence to accommodate public and staff availability.

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All documents referred to in this agenda are available at the Office of the Del Norte Solid Waste Management Authority at 1700 State Street in Crescent City, between the hours of 8 A.M. and 5 P.M. Monday through Friday OR online at www.recycledelnorte.ca.gov
For more information call 465-1100 or email dnswma@recycledelnorte.ca.gov

**3:30 PM** **CALL MEETING TO ORDER / ROLL CALL**
**PLEDGE OF ALLEGIANCE**

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

**OPEN SESSION ITEMS:**

**1. CONSENT AGENDA**

1.1 Approve minutes, Special Session, Tuesday November 14, 2017. **

**END CONSENT AGENDA**

**2. TREASURER'S REPORTS**
**Agenda items 2.1 through 2.4 are provided for information only**

2.1 Treasurer/Controller Reports for October 2017 **
2.2 Claims approved by Director & Treasurer for November 2017 **
2.3 Monthly Cash and Charge Reports for November 2017**
2.4 Earned Revenue Comparisons between FY16/17 and FY17/18 **

## DISCUSSION/ACTION ITEMS

### 3. LANDFILL POSTCLOSURE

3.1 Discussion and possible action regarding Change Order 2 with Hemmingsen Construction, extending the time to complete the landfill repair work until March 3rd, 2018. **

### 4. COLLECTIONS FRANCHISE

4.1 Discussion and possible action regarding Policy Clarification that black or opaque trash bags are unacceptable in Recology's recycling programs. **

4.2 Discussion and possible ratification of the Processing Agreement between Recology Del Norte and Recology Humboldt for processing of Recology Del Norte's recyclables. **

### 5. TRANSFER STATION – No Items

### 6. OTHER GENERAL SOLID WASTE AUTHORITY MATTERS

6.1 Discussion and possible cancellation of the Regular Authority meeting of December 19, 2017.

### 7. CLOSED SESSION ITEMS:

7.1 PUBLIC EMPLOYEE PERFORMANCE EVALUATION
(Gov't code 54957) Title: Director

### 8. ADJOURNMENT

Adjourn to the next Regular Meeting of the Del Norte Solid Waste Management Authority scheduled for 3:30 P.M. Tuesday January 16, 2017 at the Del Norte County Board of Supervisors' Chambers, 981 H Street, Suite 100 in Crescent City.

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

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

**Special Session Tuesday November 14, 2017 3:30 PM**

**PRESENT:**
Commissioner Chris Howard, Vice Chair
Commissioner Jason Greenough
Commissioner Lori Cowan
Commissioner Eli Naffah
Director Tedd Ward
Legal Counsel Martha Rice ***Arrived at 3:34 P.M.***
Authority Clerk Kyra Seymour

**ABSENT:**
Commissioner Blake Inscore, Chair
Authority Treasurer/Controller Rich Taylor

**ALSO PRESENT:**
Joel Wallen, Hambro /WSG
David Slagle, Interim CEO Hambro/ WSG
Spencer Fine, CalRecycle

## 3:30 P.M. CALL MEETING TO ORDER / ROLL CALL

Vice Chair Howard called the meeting to order in special session at 3:30 P.M. Roll was taken with all the commissioners present and Chair Inscore absent as indicated.

## PLEDGE OF ALLEGIANCE

The pledge of allegiance was led by Commissioner Cowan.

## PUBLIC COMMENTS

At 3:31 Vice Chair Howard called for public comments.

David Slagle, interim CEO Hambro/ WSG announced Hambro/WSG's decision to open a redemption center for beverage container recycling at the Del Norte County Fairgrounds. Their target opening date is January 2, 2018.

Spencer Fine of Cal Recycle discussed AB 1826, a bill for diverting organics from the landfills. He suggested that although Del Norte currently has an exemption due to

our status as a rural county, we may want to start moving in the direction of incorporating some of the practices towards compliance.

Eileen Cooper (County) suggested that households with more than four members who subscribe for collections from Recology Del Norte be ineligible to sign up for the 20 or 30 gallon trash cart in order to lessen proportion of contamination in the recycling stream.

## OPEN SESSION ITEMS

### 1. CONSENT AGENDA

1.1 Approve minutes, Regular Session, Tuesday October 17, 2017.

1.2 Approve payment of a claim to Hemmingsen Construction for Invoice #008159 in the amount of $52,487.50

1.3 Approve payment of a claim to Hemmingsen Construction for Invoice #008160 in the amount of $14,072.12 ***(moved to item 3)***

1.4 Approve budget transfer for FY 17/18 in the amount of $220,720.00 **022101**

**END CONSENT AGENDA**

On a motion by Commissioner Greenough and seconded by Commissioner Cowen and unanimously carried on a pulled vote The Del Norte Solid Waste Authority approved items 1.1,1.2, and 1.4 (with item 1.3 pulled.)

### 2. TREASURER'S REPORTS

***Agenda items 2.1 through 2.4 are provided for information only***

2.1 Treasurer/Controller Reports for September 2017

2.2 Claims approved by Director & Treasurer for October 2017 **031202**

2.3 Monthly Cash and Charge Reports for October 2017 **201803**

2.4 Earned Revenue Comparisons between FY16/17 and FY17/18 **201803**

Items 2.1 through 2.4, were presented by Director Ward and accepted.

## DISCUSSION/ACTION ITEMS

### 3. LANDFILL POSTCLOSURE

3.1 Discussion and possible action regarding Change Order 1 in the amount of $14,072.12 for repair and replacement of drainage structures. **120110**

In a public comment, Eileen Cooper (County) expressed concerns that heavy vehicles are causing damage to the area at the landfill. On a motion by Commissioner Greenough, seconded by Commissioner Cowen and unanimously carried on a pulled vote, the Del Norte Solid Waste Authority approved Change

Order 1 in the amount of $14,072.12 for repair and replacement of drainage structures, and approved item 1.3, payment of a claim to Hemmingsen Construction for Invoice #008160 in the amount of $14,072.12.

## 4. COLLECTIONS FRANCHISE

Discussion and possible ratification of the Processing Agreement between Recology Del Norte and Recology Humboldt for processing of Recology Del Norte's recyclables. **180512, 180510**

By consensus, the Board deferred discussion of the Processing Agreement between Recology Del Norte and Recology Humboldt for processing of Recology Del Norte's recyclables to the December meeting.

Vice Chair Howard asked for public comment and Eileen Cooper (County) discusses some problems with single stream including paper items getting wet and broken glass getting mixed in with paper, and she suggested a dual stream approach to collection as a possible solution.

## 5. TRANSFER STATION

**5.1.1** Discussion and possible acceptance of the contract proposed by American Restore for Transfer Station Floor and Ramp Repair Project for an amount not to exceed $165,030.03. **200601**

On a motion by Commissioner Greenough and seconded by Commissioner Cowen and unanimously carried on a pulled vote, the Del Norte Solid Waste Authority accepted the contract proposed by American Restore for Transfer Station Floor and Ramp Repair Project for an amount not to exceed $165,030.03.

## 6. OTHER GENERAL SOLID WASTE AUTHORITY MATTERS

6.1 Discussion and possible action regarding approving of having the Del Norte Solid Waste Management Authority Director appointed by Del Norte County as Alternate to the RCRC board, and to serve as Del Norte's representative on the ESJAA Board, and travel expense for the Authority Director to attend meetings of the Environmental Services Joint Powers Authority of the Regional Council of Rural Counties. **201801**

On a motion by Commissioner Naffah and seconded by Commissioner Cowen and unanimously carried on a pulled vote, the Del Norte Solid Waste Authority approved having the Del Norte Solid Waste Management Authority Director appointed by Del Norte County as Alternate to the RCRC board, and to serve as Del Norte's representative on the ESJPA Board, and travel expense for the Authority

Director to attend meetings of the Environmental Services Joint Powers Authority of the Regional Council of Rural Counties.

6.2 Discussion and possible action regarding cancelling the regular Authority meeting of November 21st, 2017.

On a motion by Commissioner Cowan and seconded by Commissioner Naffah and unanimously carried by consensus, the Del Norte Solid Waste Authority canceled the regular Authority meeting of November 21st, 2017.

## 7. CLOSED SESSION ITEMS:

7.1 PUBLIC EMPLOYEE PERFORMANCE EVALUATION
(Gov't code 54957) Title: Director

The Vice Chairman recessed the special session of the Del Norte Solid Waste Management Authority and convened in closed session at 4:13 P.M. The meeting reconvened in Open Session at 4:16 P.M. Counsel reported that no action was taken during closed session.

## 8. ADJOURNMENT

There being no further business to come before the Authority the Vice Chair adjourned the meeting until the next Regular Meeting of the Del Norte Solid Waste Management Authority scheduled for 3:30 P.M. Tuesday December 19, 2017 at the Del Norte County Board of Supervisors' Chambers, 981 H Street, Suite 100 in Crescent City.

_____ Date / /
Blake Inscore, Chair
Del Norte Solid Waste Management Authority

ATTEST:

_____ Date / /
Eli Naffah, Secretary
Del Norte Solid Waste Management Authority

Submitted:

_____ Date / /
Kyra Seymour, Clerk
Del Norte Solid Waste Management Authority

Solid Waste
**Balance Sheet**
October 31, 2017

**Unaudited**

## ASSETS

| | | |
|---|---|---|
| 422 010 00000 | Cash Solid Waste | 1,069,187.98 |
| 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 | 3,047.75 |
| 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 | (157,814.00) |
| 422 010 03450 | Accum Depr Bldg & Improv | (113,204.00) |
| 422 010 03460 | Accum Depr Transfer Station | (918,877.00) |
| | Total Assets | 4,144,090.98 |

## LIABILITIES AND FUND EQUITY

| | | |
|---|---|---|
| 422 010 05210 | Sublease Payable | 2,727,290.50 |
| 422 010 05300 | Compensated Absences Payable | 45,281.00 |
| 422 010 05400 | Deferred Revenue | 3,047.75 |
| 422 010 05500 | Post Closure Liability | 2,061,342.00 |
| 422 010 05600 | Net OPEB Obligation | 273,578.00 |
| 422 010 07100 | Fund Balance | (1,600,276.06) |
| 422 010 09600 | Investment in Capital Assets net of related debt | 578,198.00 |
| | Revenue | 1,066,097.22 |
| | Expenditure | (1,010,467.43) |
| | Total Liabilities and Fund Equity | 4,144,090.98 |

RECEIVED
NOV 20 2017
DNSWMA

2.1

## CLAIMS APPROVED BY THE DIRECTOR

Del Norte Solid Waste Management Authority

Claims for November 2017

| Date Paid | Paid to: | Budget | Amt. Paid | Description | Claim # |
|---|---|---|---|---|---|
| 11/2/2017 | Taylor, Richard D. | 20235 | $ 360.00 | Treasurer/Controller Services October 2017 | 8031 |
| 11/3/2017 | DN County Auditor | 20297 | $ 16.02 | C Renner Petroleum fuel charges 10/16-10/31/17 | Interdepartmental |
| 11/3/2017 | Progressive Auto Ins. United Financial Cas Co. | 20152 | $ 28.00 | Policy #04469598-7 12/15/16-12/15/17, new driver | 8032 |
| 11/6/2017 | G.H. Outreach | 20285 | $ 125.00 | INV 835813 October 2017 Recycling Services | 8033 |
| 11/6/2017 | Crescent Hay & Feed | 20239-001 | $ 9.68 | REC 216032 Straw for landfill | 8034 |
| 11/6/2017 | Curry Transfer Roto-Rooter | 20140 | $ 160.18 | INV 65854700 KTS PortaPotty October 2017 | 8035 |
| | Curry Transfer Roto-Rooter | 20140 | $ 160.18 | INV 65854699 GTS PortaPotty October 2017 | |
| 11/7/2017 | Del Norte Office Supply | 20224 | $ 5.48 | ORD 524864 Acco Side-Bound Punched Columnar | 8036 |
| 11/7/2017 | Hambro/Waste Solutions Group | 20239 | $ 176,509.27 | INV 2017-10 Material Management October 2017 | 8037 |
| 11/7/2017 | Recology Del Norte | 20238 | $ 1,899.70 | INV 2295 Klamath Beach Rd 10/17 bin pull | 8038 |
| | Recology Del Norte | 20238 | $ 1,139.82 | INV 2294 Old Gasquet Toll Rd 10/17 bin pull | |
| 11/7/2017 | The Triplicate | 20240 | $ 75.25 | INV 2400218 Invitation to Bid ad 10/19/17 | 8039 |
| | The Triplicate | 20240 | $ 76.75 | INV 2400218 Invitation to Bid ad 10/12/17 | |
| 11/8/2017 | DN County Auditor | 20121 | $ 119.97 | INV 0002080102317 10/19-11/18/17 office telephone service | Interdepartmental |
| 11/8/2017 | Hernandez, Joseph | 20110 | $ 50.00 | Biennial waterproof footware allowance | 8040 |
| 11/9/2017 | Hemmingsen Contracting Company, Inc. | 20239-001 | $ 14,072.12 | INV 008160 Repair of Landfill Fire Damage | 8041 |
| 11/9/2017 | Hemmingsen Contracting Company, Inc. | 20239-001 | $ 52,487.50 | INV 008159 Landfill Storm Damage Rep, 1st payment | 8042 |
| 11/13/2017 | U S Bank Corp P S | 20285-062 | $ 300.41 | ORDER S07240470 Oil Filter Wrench, Adjustable | 8043 |
| | U S Bank Corp P S | 20110 | $ 57.73 | ORD 1-255350 Rain gear | |
| | U S Bank Corp P S | 20110 | $ 103.57 | ORD FS3002954-SO Rain gear, Safety vests | |
| | U S Bank Corp P S | 20224 | $ 25.41 | ORD 113-5508988-2633833 Copy paper, orange, 3 | |
| | U S Bank Corp P S | 20224 | $ 12.97 | ORD 113-6157680-7270648 '18 Wall Calendar | |
| | U S Bank Corp P S | 20224 | $ 16.52 | ORD 113-5263310-8325033 '18 Day-to-Day Calendar | |
| | U S Bank Corp P S | 20285-062 | $ 311.53 | ORDER S07240470 Oil Filter Wrench, Adjustable | |
| | U S Bank Corp P S | 20285-062 | $ 189.15 | ORDER S07240470 Oil Filter Wrench, Adjustable | |
| | U S Bank Corp P S | 20285-062 | $ 300.41 | ORDER S07240470 Oil Filter Wrench, Adjustable | |
| | U S Bank Corp P S | 20285-062 | $ 33.38 | ORDER S07240470 Oil Filter Wrench, Adjustable | |
| 11/13/2017 | Black & Rice LLP | 20234 | $ 1,004.50 | Statement for October 2017 Legal Fees | 8044 |
| 11/14/2017 | DN County Auditor | 20237 | $ 1,843.82 | Debit/Credit Mo. Lease October 2017 | Interdepartmental |
| 11/14/2017 | United States Cellular | 20121 | $ 85.05 | INV 0218710153 11/04-12/03/17 Cell Service | 8045 |
| 11/16/2017 | Butcher, Andrew | 20231 | $ 750.00 | INV 2374 IT Services December 2017 | 8046 |
| 11/17/2017 | DN County IT Department | 20230 | $ 31.35 | INV 21920 Labor, Board Meeting 11/15/17 | Interdepartmental |
| 11/20/2017 | Canon Financial Services, Inc. | 20221 | $ 34.49 | INV 17991814 Printing charges January 2017 | 8047 |
| | Canon Financial Services, Inc. | 20250 | $ 142.02 | INV 17991814 Contract rental charges February 2017 | |
| 11/20/2017 | Canon Financial Services, Inc. | 20221 | $ 60.26 | INV 17987311 Printing charges October 2017 | 8048 |
| | Canon Financial Services, Inc. | 20250 | $ 142.02 | INV 17987311 Contract rental charges November 2017 | |
| 11/20/2017 | DN County Community Development | 20221 | $ 0.11 | October 2017 copies | Interdepartmental |
| 11/20/2017 | Davis, Darren | 20290 | $ 311.37 | Mileage reimb 08/17-11/18/17 | 8049 |
| 11/21/2017 | DN County Auditor | 20297 | $ 36.33 | C. Renner Petroleum fuel charges 11/01-15/2017 | Interdepartmental |
| 11/21/2017 | Mission Linen Supply | 20140 | $ 30.86 | INV 506199188 Linen service 11/21/17 | 8050 |
| | Mission Linen Supply | 20140 | $ 30.86 | INV 506109205 Linen service 11/07/17 | |
| 11/27/2017 | Recology Del Norte | 20288 | $ 256.34 | BILL 05201587 900 Tenth St - City Yard | 8051 |
| 11/27/2017 | Recology Del Norte | 20283 | $ 464.58 | BILL 05201579 500 Cooper Ave - County Yard | 8052 |
| 11/27/2017 | Recology Del Norte | 20288 | $ 819.32 | BILL 05201553 1001 Front St - Cultural Center | 8053 |
| 11/27/2017 | Crescent Ace Hardware | 20224 | $ 6.44 | INV 693047 Camping Lantern 12 LED | 8054 |
| | Crescent Ace Hardware | 20224 | $ 10.74 | INV 693047 COB Lantern | |
| 11/27/2017 | SWRCB Accounting Office | 20301 | $ 150.00 | INV SW-0144599 Annual Permit Fees 10/01/17-09/30/18 | 8055 |
| 11/30/2017 | Lawrence & Associates | 20231 | $ 1,685.00 | INV 24858 PRO 015063.00 October 2017 | 8056 |
| 11/30/2017 | DN County Auditor | 20221 | $ 0.45 | November 2017 copies | Interdepartmental |
| | | | | | |
| | **TOTAL** | | $ 256,541.91 | | |

2.2

This item was not ready at the time this agenda was published.

This information will be handed out at the meeting.

2.3 + 2.4

# LANDFILL REPAIR PROJECT CHANGE ORDER 2

**CONTRACT:** **CRESCENT CITY LANDFILL STORM DAMAGE REPAIR PROJECT**

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**CONTRACTOR:** **HEMMINGSEN CONSTRUCTION**
**AUTHORITY:** **DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY**
**SUBJECT:** **EXTENSION OF THE LANDFILL STORM DAMAGE REPAIR PROJECT**

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**NATURE OF CHANGES:** This Change Order modifies the agreement with a 90 day extension on the original Crescent City Storm Damage Repair Project contract. The original contract states work must be completed within 120 days or the 1st of December, whichever is earlier.

These changes will be effective as of 11 December 2017.

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**CONTRACT TIME:** Contract Time is extended by 90 days until March 3, 2018.

**CONTRACT PRICE:** This Change Order makes no changes to the contract price.

*This Change Order is hereby approved:* DATE: _____

Hemmingsen Construction

BY: _____
Dave Yeager

Del Norte Solid Waste Management Authority

BY: _____
Blake Inscore, Chair

BY: _____
Eli Naffah, Secretary

Approved as to form:

BY: _____
Martha D. Rice, General Counsel

3.1

# 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:** **05 December 2017**
**To:** **Commissioners of the Del Norte Solid Waste Management Authority**
**From:** **Tedd Ward, M.S. –Director**
**Del Norte Solid Waste Management Authority**

**Attachments:**
**a. Increasingly Aggressive Strategies to Reduce Trash Contamination in Recology Del Norte's Recycling Programs**

**b. Reports regarding collection and processing of recyclables collected by Recology Del Norte**

**File Numbers:** **180516 – Recycling Processing**

**Topic:** **Reducing Trash Contamination in Recology Del Norte's Recycling Programs**

**Summary / Recommendation:** That the Authority Board provide the following Policy Clarification regarding Recology Del Norte's Recycling Programs:

> **Effective immediately closed transparent plastic bags may be used to contain paper shreds, office paper, or opened junk mail placed in Recology Del Norte's recycling bins, but black or opaque plastic bags are not acceptable in any of Recology Del Norte's recycling bins or programs.**

Furthermore, staff are directed to develop outreach materials and advertising as necessary to inform Recology Del Norte customers of this change.

**Background: Agenda Item 4.2** is the Processing Agreement between Recology Del

Norte (Contractor) and Recology Humboldt County (Processor), to which the Authority is a third-party beneficiary.

**Analysis:** That Processing Agreement states that:

*"So long at Processor is satisfied that Authority is working diligently and in good faith and taking tangible steps to achieve that (10%) threshold, (i) Contractor shall prepare and provide to Processor and Authority quarterly reports regarding contamination levels in such loads, based on visual observation of a random sampling of loads or such other method as the parties may agree, and (ii) Processor shall temporarily and on an exceptional basis accept loads container more than 10% contamination by weight or volume (but in no event any Prohibited Waste). If Processor ceases to be so satisfied, then Processor may provide Authority with written notice of the same together with a description of the reasons therefor. Authority shall have 90 days from its receipt of such notice to take additional tangible steps to further reduce contamination. If at the end of such 90 day period no further reduction in contamination has occurred, or Processor is not so satisfied, then Processor may terminate this Agreement upon 30 days' prior written notice to Authority Contractor."*

Since May 2017, due to a reported 30-45% contamination rate, Recology Del Norte has not attempted to have materials collected from the unattended recycling drop-off locations processed for recycling. Of the remaining materials separated and processed for recycling, the current level of contamination exceeds the 10% threshold. Additional action to reduce the proportion of contamination is required.

**Alternatives:** The table attached to this report, "**Increasingly Aggressive Strategies to Reduce Trash Contamination in Recology Del Norte's Recycling Programs,"** provides a comparative analysis of six alternative actions the Board could take to reduce the proportion of trash in Recology Del Norte's recycling programs.

**Fiscal Impact**: Prohibiting black and opaque plastic bags from Recology Del Norte's recycling programs is a relatively simple and inexpensive program change with significant potential to reduce contamination while making such violations more easily detected. The costs to make this change are mostly associated with outreach and advertising expenses. Staff will seek approval from CalRecycle staff to at least partially pay for the Authority's advertising expenses using current grants.

# Increasingly Aggressive Strategies to Reduce Trash Contamination in Recology Del Norte's Recycling Programs

| Strategy | Advantages | Disadvantages | Impact | Related Issues |
|---|---|---|---|---|
| **Ban black and opaque bags from Recycling** | Comparatively easy to implement. Engages customers in a positive step to reduce trash in recycling. Easier for Recology staff to find violators. | Paper shreds, office paper and opened junk mail must be bagged for recycling. Plastic bags aren't recyclable, and paper bags are opaque and difficult to close. | Some decrease in contamination; making hiding trash in recycling more difficult. Increase possibility for better enforcement. | Processor will still need to dispose of plastic bags, as they are not recyclable. All changes require significant outreach efforts. |
| **Increase Enforcement & Incentives** | Surveys indicated that this was a popular suggestion. Reduces perception that people recycling correctly are unfairly 'being penalized.' | Requires additional staff, and associated expenses at least during periods of increased enforcement. Incentives are also an additional expense. | Visible enforcement and rewards stimulate community engagement is addressing issue. | Banning opaque plastic bags and updated stickers should precede any efforts to increase enforcement. |
| **Eliminate unstaffed community drop-off bins** | Materials from unstaffed drop-off locations have not been recycled for many months due to high levels of contamination. Continuing service of these bins implies materials are being recycled, which is NOT the case. | Two Bins in Smith River, and one in Ft. Dick are the most convenient recycling drop-off services for residents in the north part of Del Norte. | Gets rid of major source of trash in recycling. Due to contamination, these bins are landfill bound. | Staff anticipate that these locations will continue to be illegal dumping targets for months following the removal of the drop-off recycling bins. |
| **60 gallon trash minimum for households of 4 or more** | By providing more trash capacity, trash in recycling likely to be reduced. Customers objecting to this change can become self-haulers. | Challenges to confirm how many persons live in each household may limit the effectiveness of this strategy. Some households will object to this change as it will increase their monthly costs. | Likely to decrease contamination from larger households shifting to 60 gallon trash cart. | Reduces customer incentives to reduce disposal expenses through increases in recycling. |
| **90 gallon standard trash cart for all customers** | Gives collection customers less reason to contaminate recycling carts. Customers objecting to this change can become self-haulers. | Increased costs for customers results in many 'feeling punished.' Some customers unable to physically handle larger carts. | Likely to decrease contamination from all cart customers. Most customers would see their monthly fee increase. | Customers unable to manage larger carts would have option for smaller trash carts, but would not get a price break. |
| **Universal collection service** | Eliminates residential need for unstaffed community drop off bins. Would enable a renegotiation of disposal fees, which could reduce current rates for 90 gallon or 60 gallon trash customers. | Some self-haulers will object, as it will increase their expenses. Enforcement of this requirement may be challenging. Also, future rate adjustments may be subject to scrutiny as a form of tax. | To comply with Commercial Recycling Mandate, some commercial accounts would need to document or sign up for recycling collections. | Most current collection customers would see a fee increase, though they would have more trash capacity. Self-haul traffic at transfer stations would likely drop. |

## Tedd Ward

**From:** Jeremy Herber <JHerber@recology.com>
**Sent:** Monday, November 27, 2017 8:23 AM
**To:** Tedd Ward
**Subject:** FW: Recology Recycling Weekly Update for November 19th, 2017 to November 25th, 2017.

**Tedd,**

We are continuing to collect approximately 65% - 70% of the recyclable volume in Del Norte.
Recycling stream continues to remain in the area of 18%-25% contamination depending on the locations serviced during the week.

The Community bins remain at a high contamination level around 30%-45% depending on location.

The routes that are consistently being processed are the following:

131 Residential Curbside Recycling
132 Residential Curbside Recycling
133 Commercial Recycling

Gasquet and Klamath transfer stations are being processed when full.
Last week we also processed both recycling bins from the transfer station on State street.

Recology continues to spot check community bins weekly to see if we notice any changes in contamination levels.
The community bins still providing high levels of contamination include both Smith River bins and the Fort Dick location.

Bettendorf's trailer has the ability to carry 136 Yards of recyclables. Our average weight of material being loaded
On the truck as recyclables is approximately **9 to 10 tons each load.**

**Last week we delivered 3 loads to Recology Humboldt (Somoa Facility)**

Most of the cardboard is being removed from the recycling loads and processed in Del Norte County.

Best Regards,

**Jeremy Herber**
General Manager

**Recology Del Norte™** I P.O. Box 1933 I Crescent City, CA 95531
T: 707.464.4181 I Jherber@recology.com

*Please consider the environment before you print this email.*

## Tedd Ward

**From:** Jeremy Herber <JHerber@recology.com>
**Sent:** Monday, November 20, 2017 8:37 AM
**To:** Tedd Ward
**Subject:** FW: Recology Recycling Weekly Update for November 12th, 2017 to November 18th, 2017.

**Tedd,**

We are continuing to collect approximately 65% - 70% of the recyclable volume in Del Norte.
Recycling stream continues to remain in the area of 18%-25% contamination depending on the locations serviced during the week.

The Community bins remain at a high contamination level around 30%-45% depending on location.

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Best Regards,

**Jeremy Herber**
General Manager

**Recology Del Norte™** | P.O. Box 1933 | Crescent City, CA 95531
T: 707.464.4181 | Jherber@recology.com

*Please consider the environment before you print this email.*

## Tedd Ward

**From:** Jeremy Herber <JHerber@recology.com>
**Sent:** Monday, November 13, 2017 8:46 AM
**To:** Tedd Ward
**Subject:** FW: Recology Recycling Weekly Update for November 5th, 2017 to November 11th, 2017.

**Tedd,**

We are continuing to collect approximately 65% - 70% of the recyclable volume in Del Norte.
Recycling stream continues to remain in the area of 18%-25% contamination depending on the locations serviced during the week.

The Community bins remain at a high contamination level around 30%-45% depending on location.

The routes that are consistently being processed are the following:

131 Residential Curbside Recycling
132 Residential Curbside Recycling
133 Commercial Recycling

Gasquet and Klamath transfer stations are being processed when full.
Last week we also processed both recycling bins from the transfer station on State street.

Recology continues to spot check community bins weekly to see if we notice any changes in contamination levels.
The community bins still providing high levels of contamination include both Smith River bins and the Fort Dick location.

Bettendorf's trailer has the ability to carry 136 Yards of recyclables. Our average weight of material being loaded
On the truck as recyclables is approximately **9 to 10 tons each load.**

**Last week we delivered 3 loads to Recology Humboldt (Somoa Facility)**

Most of the cardboard is being removed from the recycling loads and processed in Del Norte County.

Best Regards,

**Jeremy Herber**
General Manager

**Recology Del Norte™** | P.O. Box 1933 | Crescent City, CA 95531
T: 707.464.4181 | Jherber@recology.com

*Please consider the environment before you print this email.*

## Tedd Ward

**From:** Jeremy Herber <JHerber@recology.com>
**Sent:** Sunday, December 03, 2017 10:39 PM
**To:** Tedd Ward
**Subject:** FW: Recology Recycling Weekly Update for November 26th, 2017 to December 2nd, 2017.

**Tedd,**

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General Manager

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# PROCESSING AGREEMENT

This Processing Agreement (this "Agreement") is made and entered into as of October 20, 2017, by and between Recology Del Norte, a California corporation ("Contractor"), and Recology Humboldt County, a California corporation ("Processor").

WHEREAS, Contractor and the Del Norte Solid Waste Management Authority ("Authority") are parties to that certain Franchise Agreement dated August 11, 2010 for Solid Waste Collection Services for Crescent City and Del Norte County, California, as amended (the "Franchise Agreement"; capitalized terms used but not defined herein shall have the meanings given to them in the Franchise Agreement);

WHEREAS, Processor owns and operates that certain recyclables processing facility located at 555 Vance Avenue, Samoa, CA (the "Processing Facility");

WHEREAS, Contractor wishes to have Processor process the Recyclable Materials collected by Contractor pursuant to the Franchise Agreement, and Processor wishes to provide such services at the Processing Facility, all on the terms and conditions set forth herein; and

WHEREAS, Section 3.02.F of the Franchise Agreement requires Contractor to either own or operate facilities for the processing of Recyclable Materials, or have in place a Processing Agreement containing certain provisions specified in Section 5.12 of the Franchise Agreement, which Processing Agreement must be approved by Authority's governing board.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement (the "Term") shall commence on the date hereof and shall continue for the duration of the term of the Franchise Agreement. As of the date hereof, the stated term of the Franchise Agreement ends on June 30, 2023.

2. Acceptance. Processor shall accept, process and market all Recyclable Materials collected by Contractor pursuant to the Franchise Agreement and delivered by Contractor to the Processing Facility. Upon acceptance by Processor, Processor shall own such Recyclable Material and shall be entitled to all value related thereto, including but not limited to CRV.

3. Acknowledgments. The parties acknowledge that (1) the Recycling Collection Services to be provided under the Franchise Agreement are inherently dependent on the processing and marketing of the Recyclable Materials collected thereunder, and (2) Authority, Contractor and Processor each benefit from an agreement which specifies where and how Recyclable Materials collected under the Franchise Agreement are to be reliably processed and marketed.

4. Receiving Area. At all times that Recyclable Materials are being collected by Contractor under the Franchise Agreement, Processor shall ensure that sufficient



4.2

space is made available at the Processing Facility for Contractor to unload such materials. The Processing Facility is capable of receiving 2 trucks/hour.

5. Processing and Marketing. Processor shall process, separate, bale, store and ship for marketing the following categories of Recyclable Material from the mixed Recyclables delivered by Contractor hereunder:

   (a) Plastic containers;
   (b) Steel and tin-plated steel cans;
   (c) Aluminum cans;
   (d) Glass containers (all colors and sizes);
   (e) Non-waxed corrugated cardboard and brown paper grocery bags;
   (f) Newspapers, magazines and catalogs;
   (g) Office paper and junk mail.

   Inbound Recyclable Material shall be processed over a sort line (conveyor belt) which uses screens to separate paper and cardboard, with other commodities being separated manually from each other and from contamination.

   Material not included within any of the categories set forth above is considered contamination and shall be disposed. Contamination also includes the following:

   (i) Expanded polystyrene (aka Styrofoam), including block, packaging peanuts, and containers;
   (ii) Cartons including gable top containers for milk, juice and other beverages;
   (iii) Hard rigid plastics (packaging, toys, car seats, automotive plastics);
   (iv) Film plastics, plastic bags, bubble wrap, cellophane, shrink wrap, low density polyethylene film.

   The baled commodities shall be sold to the manufacturers of recycled-content products set forth on Exhibit A, or to other parties as Processor deems appropriate, but subject to the limitation set forth in Section 6.

6. End Users. Without the prior written approval of the Director, neither Contractor nor Processor may send any processed Recyclable Material collected by Contractor under the Franchise Agreement to an end user who could reasonably be expected to use such material for Disposal as Solid Waste, illegal dumping on land, dumping at sea or in waterways, incineration or energy recovery, use as fill or landfill cover material, or for use in road construction.

7. Residue Disposal. Contractor shall be responsible for (1) providing Processor with containers in which Processor may place contaminants (residue) separated by Processor from the Recyclable Material delivered hereunder, and (2) periodically collecting such containers and delivering the contents to a properly permitted facility for landfill disposal, all at no cost to Processor. Processor may waive its right to the foregoing services in its sole discretion.

8. Authority Indemnified. In accordance with, and without limiting the scope of, the indemnification provisions of Article 8 of the Franchise Agreement, Processor and Contractor shall each defend, indemnify and hold harmless City, County and Authority from any damages that may be caused from the Collection, sorting, and processing of Recyclable Materials. The Authority is a designated third-party beneficiary of Section 8 of this Agreement only.

9. Contamination. Processor may, but shall not be required to, accept loads that appear to contain more than 10% contamination by weight or volume, or that contain any Prohibited Waste. Contractor shall use reasonable efforts, including by implementing a load check program, to ensure that no such loads are delivered to Processor hereunder. Processor acknowledges that Authority has undertaken to work with Contractor to reduce contamination in the loads delivered by Contractor hereunder so as to achieve the 10% threshold. So long as Processor is satisfied that Authority is working diligently and in good faith and taking tangible steps to achieve that threshold, (i) Contractor shall prepare and provide to Processor and Authority quarterly reports regarding contamination levels in such loads, based on visual observation of a random sampling of loads or such other method as the parties may agree, and (ii) Processor shall temporarily and on an exceptional basis accept loads containing more than 10% contamination by weight or volume (but in no event any Prohibited Waste). If Processor ceases to be so satisfied, then Processor may provide Authority with written notice of the same together with a description of the reasons therefor. Authority shall have 90 days from its receipt of such notice to take additional tangible steps to further reduce contamination. If at the end of such 90 day period no further reduction in contamination has occurred, or Processor is not so satisfied, then Processor may terminate this Agreement upon 30 days' prior written notice to Authority and Contractor.

10. Compensation. Compensation by Contactor to Processor, or by Processor to Contractor (as the case may be), shall be as mutually agreed by the parties.

11. Reporting. Processor shall provide such information as Contractor may reasonably request in order to provide the reports to Authority contemplated by the Franchise Agreement.

12. Compliance. Each party represents and warrants that it has all necessary licenses, permits and authorizations necessary for it to perform its obligations hereunder, and agrees to maintain the same in effect throughout the Term. Each party shall perform its obligations hereunder in compliance with all applicable laws, regulations, statutes, and ordinances, and standard industry practices in Northern California. Processor shall provide copies of relevant permits to Contractor within 30 days of any written request.

13. Amendment. This Agreement may be amended by mutual agreement of the parties, provided, however, that no amendment that modifies Sections 1-12 of the Agreement, or this Section 13, shall be effective without 30 days' prior written notice to Authority.

14. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The terms of this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties. The parties hereto are independent contractors and any other relationship, including joint venturers or partners, is expressly denied. This Agreement may be executed in counterparts, and facsimile signatures hereto shall be valid. The provisions hereof shall be severable.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed and delivered this Processing Agreement as of the date first written above.

| CONTRACTOR | PROCESSOR |
| --- | --- |
| Recology Del Norte | Recology Humboldt County |
| By: | By: |
| Name: Jeremy Herber | Name: LINDA WISE |
| Its: General Manager | Its: GENERAL MANAGER |