



BOARD OF DIRECTORS

Jack Thompson, City of Rio Dell, **Chair**
Mike Newman, City of Eureka, **Vice Chair**
Lana Manzanita, City of Blue Lake
Alex Stillman, City of Arcata
John Maxwell, City of Ferndale
Rex Bohn, County of Humboldt

Agenda

Thursday, October 9, 2014 5:30 PM

Eureka City Council Chambers

531 K Street, Eureka, CA

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1. Call to Order and Roll Call at 5:30 PM

2. Closed Session It is the intention of the Board of Directors to meet in closed session for two items:

- a. Pending Litigation pursuant to California Government Code 54956.9(a); to confer with legal counsel concerning Riverwatch v. HWMA, Recology Humboldt County (US District Court, Northern District, Case No. C14-01074 DMR).
- b. Public Employee Performance Evaluation for the position of the Executive Director pursuant to Government Code Section 54957.

3. Consent Calendar

All matters listed under the Consent Calendar are considered to be routine by the HWMA Board and will be enacted upon by one motion, unless a specific request for review is made by a Board Member or a member of the public. The Consent Calendar will not be read. There will be no separate discussion of these items unless pulled for discussion.

- a. Approve Minutes from the September 11, 2014 HWMA Board of Directors Meeting.
- b. Receive August FY 14/15 Financials
- c. Approve Golder & Associates Project Addendum No. 10, Dated September 10, 2014
- d. Approve Leachate Hauling Agreement with B&B Portable Toilets, LLC from Cummings Road Landfill to City of Eureka Wastewater Treatment Plant.
- e. Ratify Receipt of Article 5 Funds Held in Trust by the North Coast Regional Water Quality Control Board in the Amount of \$64,441.49

4. Oral and Written Communications

This time is provided for people to address the Board or to submit written communications concerning matters not on this agenda. Board Members may respond to statements, but any request that requires Board action will be referred to staff for review. Reasonable time limits may be imposed on both the total amount of time allocated for this item, and on the time permitted to each individual speaker. Such time allotment or portion thereof shall not be transferred to other speakers.

- 5. Solid Waste Loading Agreement with Eel River Disposal**
- 6. Board Member Reports**
- 7. Executive Director's Report**
- 8. Adjourn**



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Minutes

Thursday, September 11, 2014 5:30 PM

Eureka City Council Chambers

531 K Street, Eureka, CA

Present: Rex Bohn, John Maxwell, Mike Newman, Alex Stillman, Jack Thompson
Absent: Lana Manzanita
Staff: Jill Duffy, Tyler Egerer
Legal Counsel: Nancy Diamond

1) Call to Order and Roll Call

Chairman Thompson called the meeting to order at 5:34 p.m. A quorum was present and acting.

2) Closed Session

a. Pending Litigation pursuant to California Government Code 54956.9(a); to confer with legal counsel concerning Riverwatch v. HWMA, Recology Humboldt County (US District Court, Northern District, Case No. C14-01074 DMR).

b. Public Employee Performance Evaluation for the position of the Executive Director pursuant to Government Code Section 54957.

Chairman Thompson opened the floor to Public Comment regarding Closed Session. No comment was received.

Chairman Thompson closed the floor to Public Comment.

Chairman Thompson adjourned the meeting to Closed Session at 5:35 p.m.

Chairman Thompson called the meeting to order from Closed Session at 6:39 p.m. No report out was made from Closed Session.

3) Consent Calendar

a. Approve Minutes from the July 10, 2014 HWMA Board of Directors Meeting.

b. Receive June FY13/14 Financials

c. Receive July FY 14/15 Financials

d. Review and Approve Draft Letter to the Member Agencies Ferndale, Rio Dell, unincorporated County (Fortuna/Ferndale and Weott Franchise Waste Areas) to Direct Franchise Solid Waste to the Authority's Designated Transportation Provider and Landfill.

e. Approve Recommendation to Award Cummings Road Leachate Hauling Services to B & B Portable Toilets, LLC.

Motion: Director Stillman Motioned and Director Bohn Seconded to Approve the Consent Calendar.

Action: Approve Motion as made by Director Stillman and Seconded by Director Bohn by the following vote:

Ayes: Bohn, Manzanita, Maxwell, Newman, Stillman, Thompson

Nays: None.

4) Oral and Written Communications

Chairman Thompson opened the floor to Public Comment regarding Items not on the Agenda. No comment was received.

Chairman Thompson closed the floor to Public Comment.

5) Receive Status Report on Cummings Road Burn Ash Debris Clean Up Project.

Discussion of this Item begins at approximate 00:04:30 of the meeting video.

Executive Director Duffy gave a brief recount of the previous activity taking place at the site of the Cummings Road Burn Ash Debris.

Jesse Solorio, of Lawrence & Associates, gave a presentation on the current status of the CRBAD site. *This presentation begins at approximately 00:07:30 of the meeting video.*

Chairman Thompson opened the floor to Public Comment regarding the CRBAD site presentation. No comment was received.

Chairman Thompson closed the floor to Public Comment.

6) Presentation on Authority's Financial Status

Administrative Services Manager Egerer presented a broad overview of the Authority's current financial goals and challenges, and discussed facets of the presentation with the Board. *This presentation begins at approximately 00:42:20 of the meeting video.*

Chairman Thompson opened the floor to Public Comment regarding the presentation on the Authority's finances. No comment was received.

Chairman Thompson closed the floor to Public Comment.

7) Board Member Reports

Discussion of this Item begins at approximate 01:19:40 of the meeting video.

Director Stillman reported on the status of the state's plastic bag ban legislation, and how it relates to work on similar bans within the Humboldt County region.

Director Newman reported on a project being undertaken by RREDC to bring additional airlines into the County's airport, and urge the public to consider assisting in its efforts.

8) Executive Director's Report

Executive Director Duffy gave no additional report to the one presented in the agenda packet.

9) Adjourn

Chairman Thompson adjourned the meeting at 8:01 p.m.

Next Meeting: October 9, 2014 at 5:30 p.m. at Eureka City Hall Council Chambers



Staff Report

DATE: October 9, 2014

FROM: Tyler Egerer, Administrative Services Manager

SUBJECT: Item 3b)
Receive August 2014 Financial Reports

RECOMMENDED ACTION: Review and Approve
Review and Approve August 2014 Financial Reports.

DISCUSSION:

Attached are the following reports, for your review.

August Financial Reports:

The August financials are presented in advance of the completion of the Fiscal Year 2013-2014 audit, which means that some figures are considered to be preliminary, most especially those included in the *Statement of Assets and Liabilities* (Attachment A). However, current financial information, much of which is reported in the *Statement of Operations* (Attachments B1, B2, and B3), can provide a basic idea of the fiscal activity of the Authority through the early months of Fiscal Year 2015.

Authority Net Change in Assets through August 2014 shows an increase of \$201,308, led by strong performance in the Operations (Tip Floor, Recycling, Greenwaste) and Programs (HHW and Programs) divisions of the Authority. Revenue is performing at expected levels; however staff expects revenues to dip slightly heading into the winter months, when mobile HHW collection events are put on hold for poor weather. The expectation of rain in the coming months should once again cause revenues overall to dip slightly through the winter season.

Of most concern in this first month of the new Fiscal Year is the increased cost of Satellite Facility transportation and disposal from the Eel River Disposal site. Staff will be monitoring costs incurred, however original estimates for the tonnage being shipped from those facilities used the new rates proposed by Solid Waste of Willits, and currently those tonnages are instead being hauled to Dry Creek Landfill. This assists in meeting tonnage requirements under the Authority's Landfill Capacity agreement with DCL, but comes at a much higher cost than the SWoW agreement provides to Member Agencies.

Staff is prepared to answer any questions regarding these initial Fiscal Year 2015 financial reports.

August Activity Report:

The Activity Report (Attachment C) compares tonnage and revenue information on a current-to-previous Fiscal Year basis. Current tonnage numbers are down 5.5% compared to the previous year's totals. The most significant cause of this involves tonnage generated through the two companies which also operate as the Authority's Satellite Facilities; Humboldt Sanitation and Eel River Disposal. Tonnages generated through self haul activities and agreements outside Franchise agreements with the Authority's Member Agencies may be handled however these operators choose, and therefore are not reportable under the Authority's total tonnage collected.

Much of this tonnage, however, will generate County-Wide Pass Through Fees. The Authority continues to recognize revenue from the disposal of this waste, however the effects of solid waste outside the Authority's system contribute to the 5.4% reduction in revenue comparative to last year's numbers.

Overall activity in Household Hazardous Waste is up compared to activity through August 2013. Traffic numbers have increased by 11% over the previous year, although revenues are down approximately 8%. In general, this revenue decrease is from reduced pass-through revenues; in the early months of the year, this percentage will fluctuate regularly as tonnage potentially spikes or falls depending on weather and holiday activity.

Although tonnage is down, total average daily traffic through the Hawthorne Street Transfer Station has increased 8%, likely due to continued good weather, the significant uptick in greenwaste disposal and the reduction in the minimal disposal fee for solid waste.

Cash Disbursements:

Disbursements for August (Attachment D) totaled \$749,864. Payroll expenditures totaled \$154,804 for the month of August. A significant source of these disbursements is the work to clean close the Cummings Road Burn Ash Site; approximately \$93,400 of the total disbursements is attributable to the Authority and Recology's engineers and consultants working on the project. Transportation and Hauling of the Authority's wastes, as well as monthly bond principal and interest payments, totaled approximately \$453,300.

Cash Position Report:

This report (Attachment E) shows the balance of the checking, savings, and trust accounts as of August 31, 2014. It should be noted that only the checking and savings balances are available to the Authority for general business expenses. The bond balances are restricted for bond payments only.

Attachments:

- A) *Preliminary* Statement of Assets and Liabilities August 2014
- B) *Preliminary* Authority-wide Income Detail, Summary Report and Summary Chart August 2014
- C) Activity Report August 2014
- D) Cash Disbursements August 2014
- E) Cash Position Report August 2014

Attachment A
Humboldt Waste Management Authority
Preliminary Statement of Assets and Liabilities
For the Period Ending August 31, 2014

ASSETS	August 31, 2014	June 30, 2014
Current Assets		
Cash and Cash Equivalents	\$4,011,699.71	\$3,672,404.96
Accounts Receivable	\$587,609.59	\$645,436.56
Prepaid Items	\$39,005.80	\$46,806.98
Total Current Assets	<u>\$4,638,315.10</u>	<u>\$4,364,648.50</u>
Restricted Assets		
Investment with Bond Trustee	\$2,304,538.99	\$2,304,538.99
Closure and post Closure care Trust Fund	\$3,928,244.73	\$3,922,323.96
Article Five Trust Fund	\$63,442.71	\$63,441.49
Accrued Interest Receivable	\$23,248.92	\$18,181.04
Total Restricted Assets	<u>\$6,319,475.35</u>	<u>\$6,308,485.48</u>
Other Assets		
Property, Plant, & Equipment	\$4,808,288.55	\$4,879,861.45
Deferred Charges	\$223,215.92	\$228,222.86
Grants Receivable	\$26,932.52	\$26,932.52
SWoW Receivable	\$35,700.00	\$35,700.00
Deferred Revenue	(\$517,204.39)	(\$865,680.37)
Waste Authority Permit	\$221,171.00	\$221,171.00
Contract with Anderson Landfill	\$0.48	\$0.48
Goodwill Depreciable - Purchase of WSG	\$829,437.46	\$933,117.18
Total Other Assets	<u>\$5,627,541.54</u>	<u>\$5,459,325.12</u>
Total Assets	\$16,585,331.99	\$16,132,459.10
LIABILITIES AND NET ASSETS		
Current Liabilities		
Accounts Payable	\$943,171.09	\$1,144,657.48
Deferred Revenue - Kernan	\$74,114.92	\$74,114.92
Deferred Revenue	\$486,936.94	\$486,936.94
Current Portion of Bonds Payable	\$714,100.00	\$862,600.00
Current Portion of Leases Payable	\$0.00	\$0.00
Current Portion of Loan Payable	\$50,000.00	\$50,000.00
Accrued Wages and Payroll taxes payable	\$134,232.66	\$128,611.09
Accrued Interest Payable	\$72,450.00	\$72,450.00
Other Accrued liabilities	(\$50,083.32)	(\$46,013.53)
Total Current Liabilities	<u>\$2,424,922.29</u>	<u>\$2,773,356.90</u>
Long Term Liabilities		
Loans Payable	\$763,655.40	\$163,655.40
Equipment Leases Payable	\$0.00	\$0.00
Estimated closure and post closure costs	\$12,500,000.00	\$12,500,000.00
Bonds payable, long-term portion	\$7,495,000.00	\$7,495,000.00
Total Long Term Liabilities	<u>\$20,758,655.40</u>	<u>\$20,158,655.40</u>
Total Liabilities	\$23,183,577.69	\$22,932,012.30
Net Assets		
Equity Reserved	(\$6,208,181.75)	(\$5,601,130.96)
Unrestricted	\$1,496,473.55	\$1,496,473.55
Restricted for Special Programs	\$0.00	\$0.00
Investment in Capital Assets	(\$2,087,845.00)	(\$2,087,845.00)
Increase (Decrease) in Net Assets	\$201,307.50	(\$607,050.79)
Total Net Assets	<u>(\$6,598,245.70)</u>	<u>(\$6,799,553.20)</u>
Total Liabilities and Net Assets	\$16,585,331.99	\$16,132,459.10

Attachment B1
Preliminary Statement of Operations, All Divisions
For the Period Ending August 31, 2014

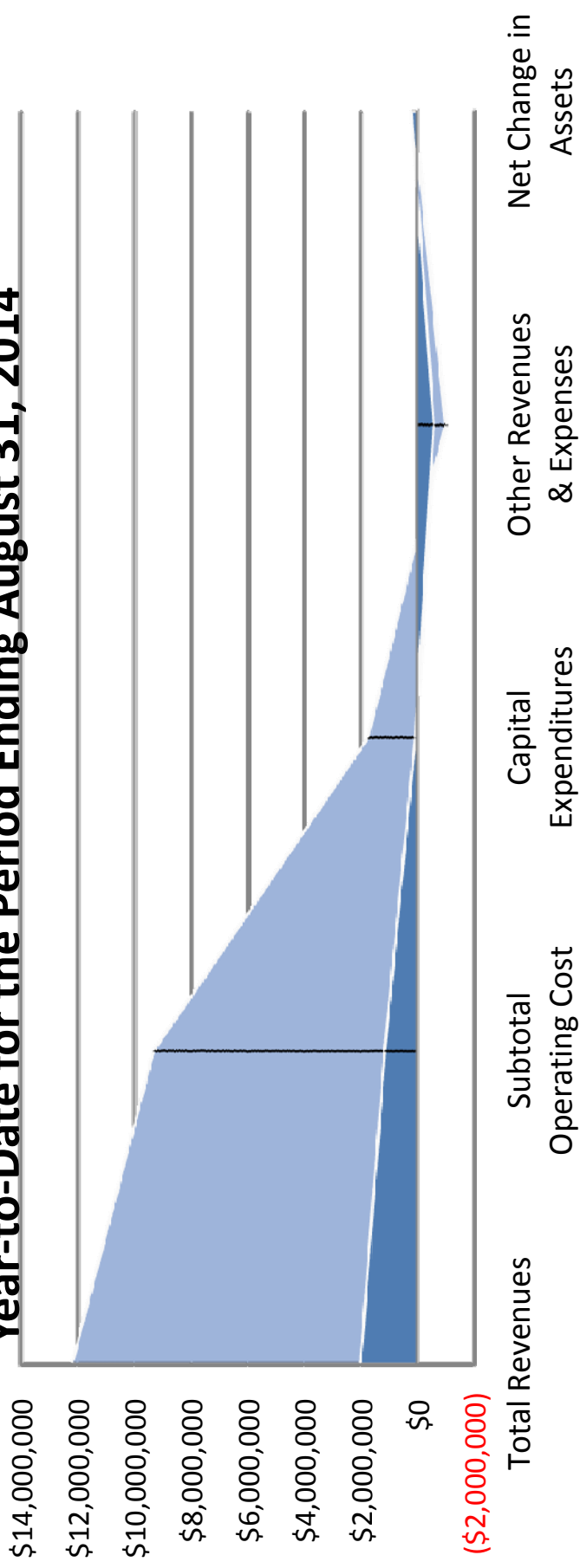
	Total		Administration		Tip Floor		Recycling		Greenwaste		Hazardous Waste		Programs		Landfill		Burn Ash Site	
	YTD Actual	FY 14-15 Budget	YTD Actual	YTD 16.67% of Budget	YTD Actual	YTD 16.67% of Budget	YTD Actual	YTD 16.67% of Budget	YTD Actual	YTD 16.67% of Budget	YTD Actual	YTD 16.67% of Budget	YTD Actual	YTD 16.67% of Budget	YTD Actual	YTD 16.67% of Budget	YTD Actual	YTD 16.67% of Budget
1 Revenues																		
2 Franchise Tipping Fees	884,043	5,325,030			884,043	16.6%												
3 Self-Haul Tipping Fees	244,736	2,554,229			206,631	8.9%	21,827	13.6%			16,278	20.3%						
4 Reimbursements	8,963	9,000										0.0%	8,963					
5 Appliances	5,666	45,000					5,666	12.6%										
6 Cathodes	2,303	15,000					2,303	15.4%										
7 Tires	1,743	10,000			1,743	17.4%												
8 E-waste Revenue	17,331	100,000					17,331	19.3%						0.0%				
9 Greenwaste Tip Fee - HWMA	66,491	358,700							66,491	18.5%								
10 Fees - Other Waste Facilities	138,332	1,102,235			110,591	12.1%	27,741	14.6%										
11 Salvage Sold	126,690	610,000			17,769	16.2%	108,921	21.8%										
12 Income from Trust Fund	6,943	60,000													6,943	11.6%		
13																		
14 Pass Through Revenue																		
15 Administration Fee	20,558	133,700	20,558	15.4%														
16 HHW Program Revenue	66,626	433,300									66,626	15.4%						
17 Landfill Fee	50,265	326,900													50,265	15.4%		
18 Rural Container Program	44,991	292,600			44,991	15.4%												
19 Table Bluff Landfill Maintenance	11,086	72,100			11,086	15.4%												
20 Countywide Enforcement (LEA)	28,631	186,200			28,631	15.4%												
21 AB 939 Programs Revenue	53,064	345,100											53,064	15.4%				
22 Cleanup	6,135	39,900	6,135	15.4%														
23																		
24 Grant Income																		
25 Waste Tire Grant	19,435	0											19,435					
26 CalRecycle CRBAD Clean-Up Grant	198,799	0															198,799	
27 Oil Payment Program Grant	0	25,000										0.0%						
28 Household Hazardous Waste Grant	0	120,000										0.0%						
29																		
30 Total Revenues	2,002,831	12,163,994	26,693		1,305,486		183,789		66,491		82,904		81,461		57,208		198,799	
31																		
32 Direct Expenses																		
33 Solid Waste Hauling	164,557	2,030,843			164,557	8.1%												
34 Solid Waste Disposal	102,751	1,342,259			102,751	7.7%												
35 ERD Satellite Hauling & Disposal	66,427	326,387			66,427	20.4%												
36 HumSan Satellite Hauling & Disposal	31,971	94,014			31,971	34.0%												
37 Greenwaste Hauling & Disposal	39,740	291,030							39,740	13.7%								
38 Tire Hauling & Disposal	1,875	7,000			1,875	26.8%												
39 CRV Paid Out	83,682	360,000					83,682	23.2%										
40 Leachate & Asbestos Hauling	12,644	191,200				0.0%									12,644	6.7%		
41																		
42 Total Waste Expense	503,646	4,642,733	0		367,580		83,682		39,740		0		0		12,644		0	
43																		
44 Operational Expenses - Pass Throughs																		
45 Cleanup & Enforcement Expense (Account 901)	3,465	25,000	3,465	13.9%														
46 County Code Enforcement Program	0	32,000		0.0%														
47 Rural Container Program Passed Thru	22,331	292,600			22,331	7.6%												
48 Table Bluff Landfill Maintenance Passed Thru	5,503	72,100			5,503	7.6%												
49 Countywide Enforcement (LEA) Passed Thru	14,211	186,200			14,211	7.6%												
50 AB 939 Paid to Agency Members	0	63,136												0.0%				
51																		
52 Other Operational Expenses																		
53 RMDZ	0	15,000												0.0%				
54 Contract Services	25,773	300,000			11,703		6,045				8,025	2.7%						
55																		
56 Operational Expenses	71,283	986,036	3,465		53,747		6,045		0		8,025		0		0		0	
57																		
58 Payroll Expense	405,383	2,413,237	51,322	14.7%	140,340	17.0%	86,854	17.3%	3,274	15.1%	35,122	24.2%	47,681	14.3%	40,789	17.1%		
59																		
60 Indirect Expenses																		
61 Accounting Expense	0	16,500		0.0%														
62 Advertising Expense	(3,100)	20,500		0.0%	137			0.0%			1,480	19.7%	(4,717)	-52.4%				
63 Alarm/Security Expense	74	1,700		0.0%		0.0%		0.0%							74	12.3%		
64 Bank Fees Expense	17,761	29,200	1,875	62.5%	3,804	16.5%									12,082	377.6%		
65 Dues/Membership	0	3,175		0.0%		0.0%						0.0%						
66 Education Expense	0	0																
67 Engineering & Consulting	1,210	29,500		0.0%		0.0%		0.0%							1,210	8.1%		
68 Environmental Monitoring	7,339	81,500				0.0%									7,339	9.2%		
69 Freight Out	21,905	85,000			2,550		17,831	21.0%					1,524					
70 Gas/Fuel Expense	9,090	70,900			8,110	14.7%	413	5.9%			455	8.4%		0.0%	113	3.8%		

Attachment B2
Humboldt Waste Management Authority
Preliminary Summary Statement of Operations
Year-to-Date for the Period Ending August 31, 2014

	YTD Total	FY 14-15 Budget	% of Total Budget	Admin	Transfer Station	HHW	Cummings Landfill	Recycling	Compost Facility	Programs	CRBAS
Operations											
Total Revenues	2,002,831	12,163,994	16.5%	26,693	1,305,486	82,904	57,208	183,789	66,491	81,461	198,799
Hauling & Disposal Expense	503,646	4,642,733	10.8%	0	367,580	0	12,644	83,682	39,740	0	0
Operational Expense	71,283	986,036	7.2%	3,465	53,747	8,025	0	6,045	0	0	0
Payroll	405,383	2,413,237	16.8%	51,322	140,340	35,122	40,789	86,854	3,274	47,681	0
Indirect Expense	167,195	1,262,691	13.2%	26,756	40,738	10,964	36,958	37,591	1,813	12,375	0
Subtotal Operating Cost	1,147,507	9,304,697	12.3%	81,543	602,406	54,111	90,391	214,173	44,827	60,056	0
Net Operations	855,325	2,859,297		(54,850)	703,080	28,793	(33,183)	(30,384)	21,664	21,405	198,799
Capital Expenditures	66,600	1,730,663	3.8%	0	66,600	0	0	0	0	0	0
Other Revenues & Expenses	(587,417)	(1,000,708)	58.7%	(3,199)	(149,219)	(7,898)	(2,505)	(6,054)	(2,953)	(5,159)	(410,430)
Net Change in Assets	201,308	127,926		(58,049)	487,261	20,895	(35,688)	(36,438)	18,711	16,245	(211,631)

Attachment B3

Preliminary Summary Chart of Operations, Year-to-Date for the Period Ending August 31, 2014



■ YTD Total ■ FY 14-15 Budget

Attachment C
Activity Report
July 1, 2014 - August 31, 2014

Waste Tonnage	Tonnage			Revenue		
	Year to Date	Prior YTD	% of Prior	Year to Date	Prior YTD	% of Prior
Hawthorne						
Franchise	6,937	7,655	90.6%	\$877,954	\$958,635	91.6%
Self Haul	2,834	2,689	105.4%	\$447,019	\$429,887	104.0%
Subtotal	9,771	10,345	94.5%	\$1,324,973	\$1,388,522	95.4%
Humboldt Sanitation	942	1,010	93.2%	\$41,881	\$38,585	108.5%
ERD	900	1,500	60.0%	\$87,930	\$144,896	60.7%
TOTAL.	11,613	12,855	90.3%	\$1,454,784	\$1,572,002	92.5%
Greenwaste	432	369	117.0%	\$36,577	\$33,095	110.5%

Household Hazardous Waste

	Customers			Revenue		
	Year to Date	Prior YTD	% of Prior	Year to Date	Prior YTD	% of Prior
Commercial	39	50	78.0%	\$10,979	\$6,561	167.3%
Residential	835	740	112.8%	\$4,585	\$4,517	101.5%
Fortuna Residential	12	5	240.0%	\$65	\$379	17.1%
Revenue from Countywide Fee				\$66,626	\$78,257	85.1%
TOTAL.	886	795	111.4%	\$82,255	\$89,715	91.7%

Traffic Count	Average Daily	Exceptions	Average Daily	Exceptions	% of Prior
	Count FY14		Count FY13		
July	289	None	262	None	110.3%
August	275	None	248	None	110.9%
September		None	243	None	0.0%
October		None	226	None	0.0%
November		None	224	None	0.0%
December		None	218	None	0.0%
January		None	227	None	0.0%
February		None	206	None	0.0%
March		None	241	None	0.0%
April		None	257	None	0.0%
May		None	262	None	0.0%
June		None	282	None	0.0%
Year-to-Date Average	282		262		107.6%

Attachment D
August 2014 Disbursements

Paid To	Amount		
101Netlink	\$60.00	Mad River Hardwood Co., Inc	\$24,495.26
Access Humboldt	\$175.00	MAD RIVER HOSPITAL	\$362.00
AFLAC	\$323.80	Mad River Union	\$600.00
Airgas USA LLC West Division	\$835.86	Maureen Hart	\$1,615.00
Allens Comercial Appliance	\$45.00	McKenny's Do It Best Bldg Cent	\$517.87
B & B Portable Toilet Company	\$296.34	McKinleyville Ace	\$245.00
Bank Fees	\$2,032.51	Mendes Supply Company	\$340.69
Bank of New York	\$107,550.00	Mission Uniform & Linen	\$1,146.22
Bay Tank & Boiler Works	\$106.83	Nancy Diamond	\$8,195.50
Bettendorf Enterprises, Inc.	\$168,210.40	Network Management Services	\$3,888.82
Blue Shield of California	\$258.00	North Coast Journal	\$726.00
CA SDU	\$13.00	North Coast Laboratories, Ltd	\$3,212.10
California Conservation Corps	\$21,322.72	Northern California Gloves	\$188.36
Capital One Commercial	\$79.61	Northern California Safety Con	\$80.00
Cardmember Service	\$325.63	Oak Harbor Freight Lines, Inc.	\$2,150.00
Cardno ENTRIX	\$18,014.40	Occupational, Environmental He	\$911.00
City of Arcata	\$5,146.69	P G & E	\$3,135.72
City of Blue Lake	\$1,608.87	Pacific Motorsports	\$799.52
City of Eureka	\$8,476.13	Pacific Paper Co.	\$1,259.26
City of Ferndale	\$1,617.29	Pape Machinery	\$122.06
City of Rio Dell	\$2,021.61	Patrick Murphy Logging	\$3,083.40
City of Trinidad	\$1,373.01	Paul Domanchuk, O.D.	\$296.00
Cold Creek Compost	\$314.64	Peterson Tractor	\$867.89
Con-Way Freight Lines	\$741.25	Picky Picky Picky Store	\$2,081.14
Crystal Springs Bottled Water	\$161.00	Pierson Building Center	\$256.20
Cynthia Evans	\$22.40	Pre-Employ.Com,Inc	\$85.70
DCI BUILDERS	\$19,975.00	Pro Pacific Auto Repair, Inc.	\$307.48
Don's Rent All Inc	\$38.97	Rogers Machinery Company, Inc.	\$971.62
Eel River Disposal	\$24,653.61	RWS Services	\$417.76
Englund Marine Supply Co. Inc.	\$71.79	Sam Wilson	\$250.00
Environmental Science Associat	\$1,161.84	SCS Field Services	\$2,045.00
Eureka Rubber Stamp Co.	\$9.40	Senior News	\$283.50
Express Services, Inc.	\$10,444.09	SETCO	\$1,187.42
FedEx	\$206.18	Sharps Solutions LLC	\$2,009.20
Francotyp-Postalia, Inc	\$129.74	SHN Consulting Engineers and G	\$1,131.90
Freon Free Inc	\$925.00	Solid Waste of Willits, Inc.	\$125,346.31
Hajoca Corporation	\$31.70	Steve Morris Logging & Contrac	\$4,053.86
Holt of California	\$298.72	Suddenlink	\$204.95
Humboldt Community Services Di	\$25.50	The Ferndale Enterprise	\$900.00
Humboldt County Dept of Public	\$18,338.71	Thrifty Supply Company	\$117.67
Humboldt County Environmental	\$14,963.48	Thumper's Mechanical Service I	\$3,025.00
Humboldt County Sheriff's Offi	\$100.00	Times Printing Company	\$524.36
Humboldt Recycling	\$5,493.20	U-HAUL CORPORATE	\$315.36
Humboldt Sanitation	\$2,550.00	Umpqua Bank	\$37,334.00
I-5 Tire, Inc	\$851.00	Union Bank	\$1,250.00
Industrial Electric Arcata, In	\$33.30	United Rentals Inc.	\$664.88
J. CARLOS CHAVEZ	\$194.46	US Bank Office Equipment Finan	\$417.83
Juanita Howell	\$59.00		
Kevin Thuresson	\$700.00		
L & M Renner, Inc	\$7,476.20		\$749,864.30
Lawrence & Associates	\$54,069.60		
Leggett & Platt	\$1,719.18	Total Payroll Disbursements	\$154,804.47
Les Schwab Tire Center	\$678.89		
Louis Pree	\$114.94	Total Disbursements	\$904,668.77

Attachment E
Cash Position
For the Period Ending August 31, 2014

Fund Name	Investor	Restricted	Unrestricted
Public Funds Checking Account	Umpqua Bank		\$3,606,902.45
Public Funds Savings Account	Umpqua Bank		\$397,297.59
Landfill Closure/Post Closure Trust Fund	Union Bank	\$3,775,949.01	
Landfill Article 5 Corrective Action Trust Fund	Union Bank	\$63,442.71	
Project Fund - Series 2002 Bond	Bank of New York	\$408.92	
Reserve Fund - Series 2002 Bond	Bank of New York	\$152,036.53	
Debt Service Fund - Series 2002 Bond	Bank of New York	\$0.00	
Revenue Fund for Bond Payment - Series 2002 Bond	Bank of New York	\$502,968.10	
Reserve Fund - Series 2005 Bond	Bank of New York	\$693,995.00	
Cost of Issuance - Series 2005 Bond	Bank of New York	\$24,891.97	
Revenue Fund - Series 2005 Bond	Bank of New York	\$545,943.47	
Bond Payment Deposit	AIG - Wells Fargo	\$599,395.00	
Total Funds		\$6,359,030.71	\$4,004,200.04



Staff Report

DATE: September 10, 2014 For Meeting of: October 10, 2014
FROM: Jill Duffy, Executive Director
SUBJECT: Item 3c)
Approve Golder Associates Project Addendum No. 10, Dated September 10, 2014

RECOMMENDED ACTION: Voice vote.

- 1.) Consider approval of the Project Addendum dated September 9, 2014 in the amount of \$60,161 retroactive August 31, 2014 to August 31, 2015 with Golder Associates, Inc. to continue groundwater monitoring and reporting at the Cummings Road Landfill; and
- 2.) Authorize the Executive Director to Execute the Project Addendum dated September 10, 2014.

DISCUSSION:

Golder Associates has been under contract with HWMA to provide water quality monitoring and reporting for the Cummings Road Landfill since 2005. The attached Project Addendum dated September 10, 2014 identifies the proposed scope of services and activities to be conducted during FY 2014-15 and reflects regulatory monitoring changes resulting from the Cummings Road Landfill Waste Discharge Requirement (WDR) approved by the North Coast Regional Water Quality Control Board on May 2, 2013.

Golder Associates submits to the Authority cost estimates detailing the scope of services annually for the upcoming year. Most recently the Board approved Project Addendum dated August 2013 which detailed groundwater monitoring and reporting activities in the amount of \$62,378. The scope of services detailed the attached Project Addendum represents a *decrease* of \$2,217 from prior year services.

The original 2005 contract is available for review upon request at HWMA's Business office.

FISCAL IMPACT

This item has been budgeted for in the approved FY 2014-15 Budget.

ATTACHMENTS:

Project Addendum – September 10, 2014



PROJECT ADDENDUM
September 9, 2014

GOLDER ASSOCIATES INC.

Client / Project Name and Site	Client Reference No.	Golder Project No.
Humboldt Waste Management Authority/ Cummings Road Landfill WDR/MRP Monitoring and Reporting		053-7486-15

SCOPE OF SERVICES: Extend groundwater monitoring and reporting for third quarter 2014 through second quarter 2015 reporting, including bi-monthly storm water reporting of laboratory analytical results. Incorporates the changes in the monitoring program for the new WDR/MRP R1-2013-0014. See attached cost estimate.

CHANGE IN AGREEMENT COST (attach detailed calculation sheets):

Increase in Agreement Cost due to this Addendum:	
<i>Third quarter 2014 monitoring and annual reporting</i>	\$ 30,385
<i>First semiannual 2015 monitoring and reporting</i>	\$ 23,389
<i>Bi-monthly surface water and storm water reporting</i>	\$ 4,173
<i>Fourth and second quarter groundwater measurements</i>	\$ 2,514
<i>Total</i>	\$ 60,161

CHANGE IN AGREEMENT TIME:

Current Completion Date:	<u>August 31, 2014</u>
New Completion Date due to this Addendum:	<u>August 31, 2015</u>

The work covered by this project addendum shall be performed under the same terms and conditions as those included in the original Agreement. All other terms and conditions of said Agreement, as it may have been modified, shall be and remain the same.

The foregoing modification of said Agreement is hereby accepted.

Humboldt Waste Management Authority

GOLDER ASSOCIATES INC.,

By: _____
Authorized Representative

By: Keis H. Johnson
Authorized Representative

Associate/Senior Consultant

Date: _____

Date: 09/09/2014

GOLDER ASSOCIATES INC.

COST ESTIMATE

CLIENT: Humboldt Waste Management Authority
 PROJECT: 2nd Semi-Annual Monitoring/Reporting, 2014
 Cummings Road Landfill

DATE: September 8, 2014
 PROPOSAL NO. 0537486

ITEM DESCRIPTION	UNIT	UNIT COST	QUAN-TITY	COST	SUB-TOTAL	TASK TOTAL
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SUMMARY:						
Task 1 - Water Quality Monitoring (does not include surface water monitoring)						\$10,710
Task 2 - Report Preparation						\$9,705
Task 3 - Laboratory Analysis						\$9,670
TOTAL for the 2nd Semi-Annual Monitoring/Reporting						\$30,085

Task 1 - Water Quality Monitoring (does not include surface water monitoring)

SCOPE: Measure water levels and sample all site monitoring points according to existing monitoring plan. Assumes five days on site and accessible roads to all wells.

Professional Services

Technician	hour	\$80	80	\$6,400		
Sr. Consultant	hour	\$170	4	\$680		
Office Service Fee (7%)				\$496		\$7,576

Chargeable Equipment/Consumable Materials

Field Vehicle (4x4)	day	\$85	8	\$680		
Per diem	day	\$120	5	\$600		
Mileage	mile	\$0.50	600	\$300		\$1,580
Per Sampling Location Charge	each	\$30	38	\$1,140		
Field sample filters	each	\$18	23	\$414		\$1,554

TASK TOTAL \$10,710

Task 2 - Report Preparation

SCOPE: Review analytical results and issue a semiannual and annual monitoring report.

Professional Services

Admin	hour	\$60	6	\$360		
Drafter	hour	\$90	4	\$360		
Staff Geologist	hour	\$95	70	\$6,650		
Senior Consultant	hour	\$170	10	\$1,700		
Office Service Fee (7%)				\$635		\$9,705

TASK TOTAL \$9,705

Task 3 - Laboratory Analysis

SCOPE: Sample kit delivery, sample transport, analyses, field and lab QA/QC, electronic deliverable, 15-day turnaround. Includes 1 semi-annual sampling event, and EPA8260 for the trip, field, equipment blanks and one full duplicate.

Wells, Springs, and Leachate Composite

VOCs EPA 8260, Appendix I	each	\$70	41	\$2,870		
Metals (Ca, Mg, K, Na)	each	\$24	38	\$912		
TDS	each	\$10	38	\$380		
Sulfate	each	\$10	38	\$380		
Ammonia	each	\$30	38	\$1,140		
Bicarbonate and Carbonate	each	\$30	38	\$1,140		
Chloride	each	\$10	38	\$380		
COD	each	\$22	6	\$132		
VOCs (TO-15)	each	\$140	5	\$700		
Methane	each	\$75	5	\$375		\$8,409
Administrative (15%)						\$1,261

TASK TOTAL \$9,670

TOTAL for the 2nd Semi-Annual Monitoring/Reporting \$30,085

**GOLDER ASSOCIATES INC.
COST ESTIMATE**

CLIENT: Humboldt Waste Management Authority
PROJECT: 1st Semi-Annual Monitoring/Reporting, 2014
Cummings Road Landfill

DATE: August 5, 2013
PROPOSAL NO. 0537486

ITEM DESCRIPTION	UNIT	UNIT COST	QUAN-TITY	COST	SUB-TOTAL	TASK TOTAL
SUMMARY:						
Task 1 - Water Quality Monitoring (does not include surface water monitoring)						\$9,000
Task 2 - Report Preparation						\$8,528
Task 3 - Laboratory Analyses						\$5,862
TOTAL for the 1st Semi-Annual Monitoring/Reporting						\$23,389

Task 1 - Water Quality Monitoring (does not include surface water monitoring)

SCOPE: Measure water levels and sample all site monitoring points according to existing monitoring plan.
Assumes five (5) days on site with accessible roads to all wells.

Professional Services

Technician	hour	\$80	70	\$5,600		
Sr. Consultant	hour	\$170	4	\$680		
Office Service Fee (7%)				\$440		\$6,720

Chargeable Equipment/Consumable Materials

Field Vehicle (4x4)	day	\$85	6	\$510		
Per diem	day	\$120	5	\$600		
Mileage	mile	\$0.50	600	\$300		\$1,410
Per Sampling Location Charge	each	\$30	20	\$600		
Field sample filters	each	\$18	15	\$270		\$870
			TASK TOTAL			\$9,000

Task 2 - Report Preparation

SCOPE: Review analytical results and issue a semiannual monitoring report.

Professional Services

Admin	hour	\$60	6	\$360		
Drafter	hour	\$90	4	\$360		
Staff Geologist	hour	\$95	62	\$5,890		
Senior Consultant	hour	\$170	8	\$1,360		
Office Service Fee (7%)				\$558		\$8,528
			TASK TOTAL			\$8,528

Task 3 - Laboratory Analyses

SCOPE: Sample kit delivery, sample transport, analyses, field and lab QA/QC, electronic deliverable, 15-day turnaround.
Includes 1 semi-annual sampling event, and EPA8260 for the trip, field, equipment blanks and one full duplicate.

Wells, Springs, and Leachate Composite

EPA 8260, Appendix I	each	\$70	23	\$1,610		
Metals (Ca, Mg, K, Na)	each	\$24	20	\$480		
TDS	each	\$10	20	\$200		
Sulfate	each	\$10	20	\$200		
Ammonia	each	\$30	20	\$600		
Bicarbonate and Carbonate	each	\$30	20	\$600		
Chloride	each	\$10	20	\$200		
COD	each	\$22	6	\$132		
VOCs (TO-15)	each	\$140	5	\$700		
Methane	each	\$75	5	\$375		\$5,097
Administrative (15%)						\$765
			TASK TOTAL			\$5,862

TOTAL for the 1st Semi-Annual Monitoring/Reporting

\$23,389

**GOLDER ASSOCIATES INC.
COST ESTIMATE**

CLIENT: Humboldt Waste Management Authority
PROJECT: Quarterly Water Levels
Cummings Road Landfill

DATE: August 5, 2013
PROPOSAL NO. 0537486

ITEM DESCRIPTION	UNIT	UNIT COST	QUAN-TITY	COST	SUB-TOTAL	TASK TOTAL
SUMMARY:						
Task 1 - Quarterly Water Level Monitoring						\$2,514
Task 2 - Report Preparation						\$0
Task 3 - Laboratory Analyses						\$0
TOTAL for the Quarterly Water Levels						\$2,514

Task 1 - Quarterly Water Level Monitoring

SCOPE: Measure water levels in all site monitoring wells according to new WDR/MRP.
Assumes one day on site with accessible roads to all wells.

Professional Services

Technician	hour	\$80	20	\$1,600	
Sr. Consultant	hour	\$170	1	\$170	
Office Service Fee (7%)				\$124	\$1,894

Chargeable Equipment/Consumable Materials

Field Vehicle (4x4)	day	\$85	2	\$170	
Per diem	day	\$120	1	\$120	
Mileage	mile	\$0.50	600	\$300	\$590
Per Sampling Location Charge	each	\$30	1	\$30	
Field sample filters	each	\$18	0	\$0	\$30
TASK TOTAL					\$2,514

Task 2 - Report Preparation

SCOPE: Review analytical results and issue a semiannual monitoring report.

Professional Services

Admin	hour	\$60	0	\$0	
Drafter	hour	\$90	0	\$0	
Staff Geologist	hour	\$95	0	\$0	
Senior Consultant	hour	\$170	0	\$0	
Office Service Fee (7%)				\$0	\$0
TASK TOTAL					\$0

Task 3 - Laboratory Analyses

SCOPE: Sample kit delivery, sample transport, analyses, field and lab QA/QC, electronic deliverable, 15-day turnaround.
Includes 1 semi-annual sampling event, and EPA8260 for the trip, field, equipment blanks and one full duplicate.

Wells, Springs, and Leachate Composite

EPA 8260, Appendix I	each	\$70	0	\$0	
EPA 8260, blanks	each	\$70	0	\$0	
TDS	each	\$10	0	\$0	
Metals (K, Na)	each	\$12	0	\$0	
Ammonia	each	\$30	0	\$0	
Calcium	each	\$6	0	\$0	
Bicarbonate/Carbonate Alkalinity	each	\$18	0	\$0	
Chloride	each	\$10	0	\$0	
Sulfate	each	\$10	0	\$0	
COD	each	\$10	0	\$0	\$0
Administrative (15%)					\$0
TASK TOTAL					\$0

TOTAL for the Quarterly Water Levels **\$2,514**

**GOLDER ASSOCIATES INC.
COST ESTIMATE**

CLIENT: Humboldt Waste Management Authority
PROJECT: MRP Surface Water and Storm Water Bi-Monthly Reporting 2014-2015
Cummings Road Landfill

DATE: September 8, 2014
PROPOSAL NO. 0537486

ITEM DESCRIPTION	UNIT	UNIT COST	QUANTITY	COST	SUB-TOTAL	TASK TOTAL
SUMMARY:						
Task 4 - MRP Surface Water and Storm Water Bi-Monthly Report Preparation - Lab Analyses Portion						\$4,173
Every other month October 2014 through June 2015 TOTAL						\$4,173

Task 4 - MRP Surface Water and Storm Water Bi-Monthly Report Preparation - Lab Analyses Portion

SCOPE: Review analytical results & issue bi-monthly SW report (October 2014 through June 2015).
(Formerly the CAO monthly report)

Professional Services

Admin	hour	\$60	1	\$60
Staff Geologist	hour	\$95	4	\$380
Senior Consultant	hour	\$170	2	\$340
Office Service Fee (7%)				\$55

MONTHLY TASK TOTAL	\$835	
Every other month October 2014 through June 2015 TOTAL		\$4,173



Staff Report

DATE: September 30, 2014 For Meeting of October 10, 2014

FROM: Jill Duffy, Executive Director

SUBJECT: Item 3d)
Approve Leachate Hauling Agreement with B&B Portable Toilets, LLC from Cummings Road Landfill to City of Eureka Wastewater Treatment Plant.

RECOMMENDED ACTION: Voice Vote.

- 1) Review and Approve Leachate Hauling Agreement with B&B Portable and Authorize Executive Director to execute the Agreement

DISCUSSION:

HWMA Board of Directors approved awarding leachate hauling services with B&B Portable Toilets at the September 11th meeting, and directed the Executive Director to develop and present an agreement for consideration at the October 9th meeting.

Attached is the draft agreement for your consideration. Staff recommends approval of the conditions with a 5-year and 3-month term, beginning January 1, 2015 and concluding March 31, 2020.

Representatives of B&B Portable Toilets LLC and the Authority's legal counsel have reviewed and approved the draft agreement.

FISCAL IMPACT:

This service is budgeted for FY 2014-15. Based on the submitted proposal, staff expects to see a reduction of leachate hauling expenditures by approximately \$14,3000.

ALTERNATIVES:

Board discretion.

**AGREEMENT BETWEEN
THE HUMBOLDT WASTE MANAGEMENT AUTHORITY
AND
B&B PORTABLE TOILETS, LLC
FOR HAULING LEACHATE FROM CUMMINGS ROAD LANDFILL**

THIS AGREEMENT for Leachate Hauling ("Agreement") is made by and between the Humboldt Waste Management Authority, a joint powers public entity, (hereinafter referred to as "Authority" and "HWMA") and B&B Portable Toilets, LLC (hereinafter referred to as "Contractor"). This Agreement is effective as of January 1, 2015 ("Effective Date").

RECITALS

WHEREAS, HWMA owns and maintains a 33-acre Cummings Road Landfill located at 5775 Cummings Road, Eureka, CA, ("Landfill");

WHEREAS, as a normal maintenance byproduct, the Landfill generates leachate waste which must be transported to a wastewater treatment facility for proper disposal;

WHEREAS, the HWMA solicited proposals for a contractor to transport the leachate from the Landfill to the City of Eureka wastewater treatment facility, and, determined that the proposal submitted by Contractor best meets the HWMA's needs and that Contractor holds the necessary skills, qualifications, permits, licenses and equipment to provide such services;

WHEREAS, the parties intend to enter into a contract for such services.

NOW THEREFORE, in consideration of the mutual promises, covenants, and representations recited herein and made a material part hereof, the parties agree as follows:

1. **Scope of Services**. Contractor will perform hauling service for Authority in accordance with this Agreement. The term "Services" shall mean the Services to be performed by Contractor described in this Section 1 as follows:

Contractor shall provide the truck, appropriate trailer, labor and equipment necessary to transport leachate collected from the Cummings Road Landfill to the City of Eureka Wastewater Treatment Plant, located at 4301 Hilfiker Lane, Eureka, CA 95503. The Contractor shall keep trailers enclosed and/or sealed to contain leachate and prevent spilling or scattering of leachate during transportation Contractor will be paid on a per ton basis for disposal of leachate at the rate set forth in Section 3. Contractor shall weigh and record each load at the Hawthorne Street Transfer Station located at 1059 West Hawthorne Street, Eureka, CA 95501 prior to load disposal at the City of Eureka Wastewater Treatment Facility.

Contractor is required to provide leachate hauling services at a frequency and in such volume as to prevent overflow and potential damage to the leachate removal system located at the Cummings Road Landfill. Contractor will operate such that hauling services are available 365 days per year.

The Contractor must maintain, in good standing, a 'City of Eureka Holding Tank Wastewater Discharge Permit, and operate within the guidelines of the permit and policies of the City of Eureka Wastewater Treatment Plant.

For those days in which leachate hauling is required and the Hawthorne Street Transfer Station is closed to the public, Contractor shall be responsible for weighing of tonnages hauled at the Hawthorne Street Transfer Station as described above. The Authority shall provide hand tag forms for the recording of these weights, and shall make the forms available on those days in which its Hawthorne Street Transfer Station is closed to regular traffic.

All Contractor costs for providing the Services shall be accounted for and incorporated into Contractor's base transportation rate as outlined in Section 3 of this Agreement.

Any modification of scope, schedule, or budget relating to Services must be in writing in the form of an addendum and must be signed and dated by both parties prior to the performance of the additional proposed work and expenditure of additional funds for that work.

2. **Term.** The term of this Agreement shall be from January 1, 2015 through March 31, 2020. This Agreement may be terminated by either party upon 60 days advance written notice of its intent to terminate.

3. **Compensation for Services. Payment.**

- a. *Fees.* The Authority shall pay Contractor fees for Services of \$102.58 per load transportation of leachate to the City of Eureka Wastewater Treatment Facility.
- b. *Annual Adjustments to Base Transportation Rate* The Base Transportation Rate per transfer trailer load shall be adjusted annually on the Adjustment Date, beginning January 1, 2016, and every year thereafter for the Term of the agreement in an amount equal to seventy-five percent (75%) of the annual change in the Consumer Price Index for the U.S. City Average, All Urban Consumer Price Index (CPI-U): 1982-84 =100, for the month of October, compiled and published by the United States Department of Labor, Bureau of Labor Statistics of the preceding year multiplied by the then current Transportation Rate.
- c. *Payment.* Contractor shall prepare and submit its invoices to the Authority no more than once per month, and, for Services billed on a time and materials basis or in installments, shall provide a time summary of work performed by each person for whom charges are billed. All reasonable efforts will be made by the Authority to pay undisputed invoices within 30 days of receipt. If the Authority disputes an invoice, it may withhold that portion so contested, without the accrual of interest for late payment, and shall pay the undisputed amount. The Authority may withhold all or any portion of the funds provided for by this Agreement, without the accrual of interest for late payment, in the event that Contractor has materially violated or threatens to materially violate, any term, provision, or condition of this Agreement.
- d. *Base Fuel Rate Adjustment* The Authority shall pay to Contractor a fuel surcharge per load of leachate of \$35.35. The Base Fuel Rate shall be adjusted each month by comparing the Fuel Price Index levels with the lesser of:

- 1.) Contractors average cost of diesel fuel for the prior month; or
- 2.) Average California weekly diesel Fuel Price Index for the four weeks prior to the month being invoiced, published by the US Department of Energy (<http://www.eia.gov>)

The Authority shall pay Contractor a monthly Fuel Rate Adjustment based on the percentage change between the current rate, up or down, and the Base Fuel Rate. This percentage shall be applied to the Base Fuel Rate as provided in this proposal, multiplied by the loads delivered to the City of Eureka Wastewater Treatment Plant.

- e. Additional On-Site Storage Upon request and in the discretion of the Authority, B&B Portable may store at the landfill site 10,000 to 20,000 gallon frac tanks, at no-charge to the Authority.

4. Independent Contractor Status. Contractor is performing Services as an independent contractor for the Authority, and is neither an employee nor an agent of the Authority. Except as otherwise provided in this Agreement, Contractor shall have sole control over the manner and method of performance of the services, and Authority's only interest shall be in the results of such services. Authority's liability hereunder shall be limited to payment of the compensation provided in this Agreement. Contractor agrees and acknowledges that it is not entitled to any benefits or insurance, including without limitation any medical, unemployment, or disability benefits, on Authority's account.

5. Designation of Representative. Contractor and Authority shall designate specific individuals to act as representatives ("Designated Representative"), who shall have authority to transmit instructions, receive information, and implement the Agreement on behalf of each respective party. Either party may change its Designated Representative or the address of its Designated Representative by giving reasonable notice to the other party.

6. Notice. All notices required or permitted hereunder shall be in writing and shall be deemed to have been properly given and delivered when delivered personally (including by commercial messenger or courier or by facsimile transmission) or four (4) days after deposit in the U. S. mail with all postage or charges fully prepaid and addressed to the authorized representative of the appropriate party.

HWMA:

Jill K. Duffy
Executive Director
Humboldt Waste Management Authority,
1059 West Hawthorne Street, Eureka, CA, 95501
Phone: (707) 268-8620

B&B Portable Toilets, LLC:

Tavis Cain
2585 Central Avenue
P.O. Box 2636
McKinleyville, CA 95519
Phone: (707) 44-0830

7. **Indemnification.**

- a. **General.** Contractor shall indemnify, hold harmless, protect and defend with legal counsel acceptable to the Authority or co-counsel acceptable to the Authority at Contractor's sole cost, HWMA and its employees, officials, members, officers, agents, assigns and volunteers from and against any and all liability to which any of them may be subjected by reason or resulting directly or indirectly from actions or inactions of Contractor performed or occurring under or in connection with the Agreement, whether or not those liabilities are litigated, settled or reduced to judgment.

The indemnities described in this subsection are intended to operate as an agreement pursuant to 42 USC § 9607(e) and California Health & Safety Code § 25364, to insure, protect, hold harmless and indemnify the Authority from liabilities in accordance with this section. The Authority does not hereby waive or surrender any other indemnity or remedy available to it, and Contractor is strictly liable to the Authority for hazardous materials conditions arising under this Agreement, including any repair, cleanup or detoxification thereof or preparation and implementation of any removal, remedial, response, closure or other plan.

- b. **Injuries or accidents.** Contractor retains responsibility for all injuries, accidents and other mishaps associated with its performance under this, including personal injury, damage to any real or personal property. Contractor will promptly report any such events to the Authority orally, followed by written notice within three working days, including details of any witness statements. Contractor will institute an emergency operations plan and provide a copy to the Authority upon the Authority's request. Said plan shall mitigate and correct hazards that may arise due to accidents or destruction from transportation services, including property damage and traffic disruption, and will include any business plan for emergency response to the release or threatened release of hazardous materials in accordance with applicable law.

8. **Insurance.** Prior to performing any Services hereunder and throughout the Term of this Agreement, Contractor shall maintain insurance in full compliance with all of the provisions of this Section 8.

- a. **General Liability:** General liability with minimum limits of liability per occurrence of Three Million Dollars (\$3,000,000), and per aggregate of Four Million Dollars (\$4,000,000).
- b. **Comprehensive automobile liability insurance:** Comprehensive coverage for all vehicles and all motor equipment, owned, leased, hired, borrowed or operated by Contractor in its performance of this Agreement, and shall obtain uninsured/underinsured motorists liability coverage. Minimum limits of liability per occurrence shall be Three Million Dollars (\$3,000,000), and per aggregate Four Million Dollars (\$4,000,000).
- c. **Pollution liability, environmental impairment:** Environmental impairment and release or spill of "pollutants" or "wastes" and all cleanup costs relating thereto with minimum limits of liability per occurrence of Three Million Dollars (\$3,000,000), and per aggregate of Four Million Dollars (\$4,000,000).
- d. **Workers' compensation insurance:** Workers' compensation as required by state law.

- e. **Employer's liability insurance:** Bodily injury by accident in the amount of Two Million Dollars (\$2,000,000) each accident and bodily injury by disease in the amount of Two Million Dollars (\$2,000,000) policy limit and each employee.
 - f. **Additional insured:** Contractor shall include the Authority and its employees, officials, members, officers, agents, assigns and volunteers by endorsement or otherwise as additional insured under all policies except with respect to employer's liability insurance.
 - g. **Primary coverage:** Contractor shall ensure that insurance policies are always primary with respect to performance under this Agreement.
 - h. **Evidence of coverage:** Contractor shall file with the Authority evidence of coverage in force, including endorsements, together with a Certificate of Insurance on an Authority- approved form, and shall annually file with the Authority, renewed certificates of insurance.
 - i. The Authority reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required upon ninety (90) days advance written notice to Contractor.
9. **Compliance with applicable law.** Contractor will perform all its obligations under this Agreement in accordance with applicable local, state and federal law. Contractor is solely liable for all fines and penalties that may be imposed on Contractor to the extent that those fines and penalties are the result of Contractor's violations of applicable law.

10. **Events of Default.**

- a. **Contractor Default.** Each of the following constitutes an event of default:
 - (1) *Breach of Agreement.* Contractor fails to perform any of its obligations under this Agreement and fails to cure that breach within five (5) days of receiving notice from the HWMA specifying the breach.
 - (2) *Attachment.* Attachment of any equipment owned by Contractor that is necessary for its ability to provide transportation services is seized, attached, or levied upon and not placed back into service within two business days.
 - (3) *Bankruptcy, insolvency, liquidation.* Contractor's filing of a voluntary claim for debt relief under any applicable bankruptcy, insolvency, debtor relief, or other similar law now or hereafter in effect, or consents to the appointment of or taking of possession by a receiver, liquidator, assignee, trustee, custodian, administrator of Contractor for any part of Contractor's operating assets or property.
- b. **HWMA default.** Each of the following constitutes an event of default: HWMA's failure to make any payment in accordance with Section 3.
- c. **Remedies upon default.**

(1) *Authority's remedies.* Upon occurrence of a Contractor default, the Authority has the following rights:

- i. To terminate the Agreement;
- ii. To suspend the Agreement;
- iii. All other available remedies to exercise its remedies in accordance with this Agreement in any other available remedies at law and in equity including specific performance.

(2) *Contractor's remedies.* Upon occurrence of a HWMA default, Contractor has the right to exercise any and all available remedies at law and in equity.

- 11. Contractor Warranties and Representations.** Contractor warrants and represents that (i) it possesses the business, professional, and technical expertise to perform the Services, (ii) it possesses the equipment, facilities, and employees to perform the Services, (iii) it shall perform the Services, within the limits prescribed by the Authority, in a safe and workmanlike manner consistent with the care and skill ordinarily exercised for such services by other companies providing similar services under similar circumstances and conditions at the same time and in the same locality, (iv) it shall perform the Services in material compliance with all valid and applicable laws and regulations, and (v) as of the Effective Date of this Agreement, all material permits, licenses, certificates, or approvals required by applicable statutes, ordinances, orders, rules and regulations necessary to perform the Services.
- 12. Waiver.** Either party's waiver of any breach or default may not be deemed to be a waiver of any other breach or default, including ones with respect to the same obligations under this Agreement. The subsequent acceptance by either party of any damages or other money paid by the other party may not be deemed to be a waiver by that party of any preexisting or concurrent breach or default. Failure to object to breach or event of default is not and may not be construed as a waiver of that provision.
- 13. Dispute resolution.** The parties agree to negotiate any disputes over the performance of their respective rights and obligations under this Agreement in good faith for a period of at least 30 days after the date of notice invoking the need for dispute resolution or exercising rights under law. Neither party may initiate court action prior to such good faith negotiation and following that prior to good faith third-party mediation.
- 14. Governing law, venue.** This Agreement and performance hereunder and all suits and special proceedings shall be interpreted in accordance with California law. Venue shall be fixed in Humboldt County.
- 15. Authority to Execute Contract.** Each party hereto warrants and represents to the other party that such party has the full right, power and authority to enter into this Agreement and has obtained all necessary consents and approvals to consummate the transaction contemplated hereby.
- 16. Assignment, subcontract.** Neither party shall assign its rights, interests, duties or obligations under this Agreement without consent from the other party, which shall not be unreasonably withheld. Contractor may not subcontract Services without prior written consent from Authority. In the event Contractor subcontracts any part of the Services, each subcontractor shall be bound by the same terms and conditions concerning insurance as outlined herein and Section 8 will be made a part of any such subcontract agreement.

17. **Excuse of Performance.** The performance of this Agreement, may be suspended by either party in the event performance of this Agreement is prevented by a cause or causes beyond the reasonable control of such parties. Such causes shall include but not be limited to: acts of God, acts of war, riot, fire, explosion, accidents, inclement weather or sabotage, lack of adequate fuel, power, raw materials, labor or transportation facilities; changes in government laws, regulations, orders, or defense requirements; restraining orders, labor disputes, strike, lock-out or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment). The party which is prevented from performing by a cause beyond its reasonable control shall use its best efforts to eliminate such cause or event.
18. **Modifications.** No modifications to this Agreement including the scope of Services, schedule, or budget relating shall be effective unless in writing in the form of an addendum or amendment, signed and dated by both parties prior to the implementation of such modification.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective on the date of the last party signing below.

**HUMBOLDT WASTE
MANAGEMENT AUTHORITY**

Jill K. Duffy, Executive Director

Phone: (707) 268-8680

Date: _____

DESIGNATED REPRESENTATIVE:

Mark Springman
Landfill Manager

mspringman@hwma.net

B&B PORTABLE TOILETS, LLC.

Name: Tavis Cain
Principle

Phone: (707) 445-0830

Date: _____

DESIGNATED REPRESENTATIVE:

Tavis Cain
2585 Central Avenue
McKinleyville, 95521

taviscain@yahoo.com

Approved as to form:

Nancy Diamond
HWMA General Counsel

Proof of Insurance(s) on File

By:



Staff Report

DATE: September 11, 2014 For Meeting of: October 10, 2014

FROM: Jill Duffy, Executive Director

SUBJECT: Item 3e)
Ratify Receipt of Article 5 Funds Held in Trust by the North Coast Regional Water Quality Control Board in the Amount of \$64,441.49

RECOMMENDED ACTION: Voice vote.

- 1.) Authorize the Authority to ratify receipt of funds in the amount of \$64,441.49

DISCUSSION:

At the time of the formation of the HWMA (November 1999), the Authority entered into an agreement with City Garbage of Eureka (now Recology of Humboldt) to purchase the Hawthorne Street Transfer Station. In addition to the purchase of the Transfer Station, Recology transferred ownership the 33-acre Cummings Road Landfill, along with three trust funds. The three trust funds were 1) Closure and Post Closure Trust; and 2) the Environmental Liability Trust Fund; and 3) the Article 5 Corrective Action Trust Fund, originally valued at approximately \$960,000.

The Article 5 Corrective Action Trust, held by Union Bank and overseen by the North Coast Regional Water Quality Control Board, was initially established as a requirement to fund Cummings Road Landfill improvements to protect water quality. At that time, surface water was used by residents in the Freshwater and Pigeon Point Road area. The improvement resulted in the installation in of a leachate collection and removal system at the landfill in the mid-1990's at a cost of \$890,942. To date, the remainder of the Article 5 Trust funds have been held in trust by the NCRWQCB. As of September 11, 2014, the Article 5 Corrective Action Trust balance sat at \$63,441.49.

During discussions with Gina Morrison of the NCRWQCB in May of 2013, she indicated the possibility of consideration to release these funds to the Authority to assist in funding Cummings Road Burn Ash Clean Up activities. On September 11, 2014, the NCRWQCB Executive Director submitted a letter to Union Bank authorizing release payment to the Authority.

FISCAL IMPACT

Receipt of funds was not budgeted, however will offset costs associated with the Cummings Road Burn Up Clean Up Project.

ATTACHMENTS:

Letter dated September 11, 2014

North Coast Regional Water Quality Control Board

September 11, 2014

Mr. Keith Sevigny
Vice President
Union Bank
350 California Street, Floor 11
San Francisco, CA 94101
Keith.Sevigny@unionbank.com

Dear Mr. Sevigny:

Subject: Request for Closure of Union Bank Trust Fund Account Number 6710412005 with Disbursement of Funds to Humboldt Waste Management Authority

File: Cummings Road Solid Waste Disposal Site, Cummings Road, Humboldt County, WDID No. 1B79133OHUM (SWIS No. 12-AA-0005)

I am requesting that you close Union Bank Trust Fund Account Number 6710412005, trust fund for the Cummings Road Landfill known and foreseeable release fund, and disburse all remaining funds (\$63,441.49 as of June 30, 2014) to Humboldt Waste Management Authority. The Account Name is Humboldt Waste Management Authority as Assignee of Eureka Garbage Company of Eureka, Inc.

The check should be sent to Ms. Jill Duffy, Executive Director, Humboldt Waste Management Authority, 1059 West Hawthorne Street, Eureka, CA 95501.

Humboldt Waste Management Authority has established an environmental pollution insurance policy for the Cummings Road Landfill known and foreseeable release fund and the trust fund is now redundant. The remaining trust fund monies are to be used to pay for corrective action occurring on the landfill property this year.

The account currently shows my predecessor, Catherine E. Kuhlman, as Executive Officer. You may verify my position on our website at <http://www.waterboards.ca.gov/northcoast/> by selecting the tab labeled About Us, then selecting the bullet labeled Org Chart.

Thank you for your assistance in this matter. If you have any questions please contact Gina Morrison of my staff at (707) 576-2501 or gina.morrison@waterboards.ca.gov.

Sincerely,

Original Signed By David Leland For

Matthias St. John
Executive Officer

140911_GMM_ef_CummingsRoad_SWDS_ClosureofTrustFundAcct_ltr

cc:

Ms. Jill Duffy, Executive Director, Humboldt Waste Management Authority,
1059 West Hawthorne Street, Eureka, CA 95501 JDuffy@HWMA.net

Carolyn Hawkins and Harriet Hill, Humboldt County Environmental Health
Division, 100 H Street, Suite 100, Eureka, CA 95501
CHawkins@co.humboldt.ca.us HHill@co.humboldt.ca.us

Richard Castle, Financial Assurances Unit, Cal Recycle, P.O. Box 4025,
Sacramento, CA 95812-4025 richard.castle@calrecycle.ca.gov

Michael Wochnick, Closure and Facility Engineering Unit, Cal Recycle,
P.O. Box 4025, Sacramento, CA 95812 michael.wochnick@calrecycle.ca.gov

Mark Springman, Cummings Road Solid Waste Disposal Site, 5775 Cummings
Road, Eureka, CA 95503 mspringman.hwma@gmail.com

Clayton Coles, Lawrence and Associates, 2001 Market Street, Room 523,
Redding, CA 96001 clayton@lwrnc.com



Staff Report

DATE: October 1, 2014 For Meeting of October 10, 2014

FROM: Jill Duffy, Executive Director

SUBJECT: Item 5)
Solid Waste Loading Agreement with Eel River Disposal, effective November 1, 2014.

RECOMMENDED ACTION: Voice Vote.

- 1) Approve terms of agreement with Eel River Disposal to load solid wastes, authorize the Executive Director and Legal Counsel to draft and execute the agreement.

DISCUSSION:

Since June 1, 2014 the Authority has had a short-term loading and transportation agreement with Eel River Disposal (ERD) to use the Authority's designated transportation hauler's trailers to load member agency solid waste and transport these trailers to the Bettendorf Transportation yard located in Arcata. This agreement expires October 31, 2014.

At the September 11, 2014 meeting, the HWMA Board of Directors approved a letter to the member agencies, requesting that, in accordance with their franchise agreements, that they provide notification to their respective franchise haulers that solid waste be directed to the Authority's designated transportation provider.

HWMA staffs met representatives from ERD and are in discussions regarding the placement of trailers by the Authority's designated transporter, dispatch protocol and trailer availability, and terms and conditions necessary to develop an agreement.

HWMA staff recommends the Board receive an update on progress of this item, consider a term sheet that will be presented at the regular October 9 Board meeting, and provide direction to staff and legal counsel for the development of an agreement. Staff anticipates the final agreement will be presented to the Board for approval at the November 13th meeting for ratification.

ALTERNATIVES:

Board discretion.



Staff Report

DATE: September 11, 2014

For Meeting of: October 10, 2014

FROM: Jill Duffy, Executive Director

SUBJECT: Item 7)
Executive Director Report

RECOMMENDED ACTION: Informational Only

The Executive Director Report will be presented at the meeting.