Agenda
Thursday, October 10, 2019 at 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. 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 12, 2019 HWMA Board of Directors Meeting
   b. Approve Agreement between HWMA and Mattress Recycling Council CA
   c. Approve Replacement of Cummings Road Landfill Leachate Compressor for Landfill Leachate Collection System

3. 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.

4. Approve Professional Services Agreement with Cascadia Consulting Group for Waste Characterization Study

5. Board Member Reports

6. Executive Director's Report

7. Closed Session: It is the intention of the Board of Directors to meet in closed session for one item:
   a. Public Employee Performance Evaluation for the position of the Executive Director pursuant to Government Code Section 54957.

8. Adjourn
Minutes
Thursday, September 12, 2019 at 5:30 PM
Eureka City Council Chambers
531 K Street, Eureka, CA

Present: Frank Wilson, Michael Sweeney, Sofia Pereira, Leslie Castellano, Elaine Hogan, Rex Bohn
Staff: Jill Duffy, Tyler Egerer, Eric Keller-Heckman, Deirdre Hanners
Legal Counsel: Nancy Diamond

1. Call to Order and Roll Call at 5:30 PM
Chairman Sweeney called the meeting to order at 5:30 p.m. A quorum was present and acting.

2. Closed Session: One Item
Pending litigation California Government Code 54956.9(a); Hogan v HWMA (Humboldt County Superior Court Case No. DR160325), conference with legal counsel
Chairman Sweeney opened the floor to public comment on Closed Session. No comment was received.
Chairman Sweeney closed the floor to public comment.
Chairman Sweeney adjourned the meeting to Closed Session at 5:33 p.m.
Chairman Sweeney called the meeting to order from Closed Session at 5:51 p.m.
No Report Out from Closed Session was required.

3. Consent Calendar
   a. Approve Minutes from the July 11, 2019 HWMA Board of Directors Meeting
   b. Receive May 2018-19 Financials
   c. Receive June 2018-19 Financials
   d. Approve Corrected Board Calendar FY 2019-20
   e. Approve of Agreement between HWMA and Carpet Recovery of America Effort (CARE)
   g. Approve Expansion of Household Products ReUse Program
Chairman Sweeney opened the floor to public comment regarding the Consent Calendar. No comment was received.
Chairman Sweeney closed the floor to public comment.

   Motion: Director Pereira moved and Director Castellano seconded the motion to approve the Consent Calendar.
   Action: Approve the Motion as made by Director Pereira and seconded by Director Castellano by the following vote:
   Ayes: Wilson, Sweeney, Pereira, Hogan, Castellano, Bohn
   Nays: None
4. **Oral and Written Communications**

Chairman Sweeney opened the floor to public comment on items not on the agenda. No comment was received.

Chairman Sweeney closed the floor to public comment.

Executive Director Duffy presented a letter received from a resident of Cummings Road thanking staff and Humboldt Sanitation for their efforts.

5. **Review and Approve Revisions to HWMA Handbook Policy**


Chairman Sweeney opened the floor to public comment regarding series 1000 policies. No comment was received.

Chairman Sweeney closed the floor to public comment.

Motion: Director Pereira moved and Director Hogan seconded the motion to approve the Consent Calendar.

Action: Approve the Motion as made by Director Pereira and seconded by Director Hogan by the following vote:

Ayes: Wilson, Sweeney, Pereira, Hogan, Castellano

Nays: None

Absent: Bohn


Chairman Sweeney opened the floor to public comment regarding series 2000 policies. No comment was received.

Chairman Sweeney closed the floor to public comment.

Motion: Director Pereira moved and Director Wilson seconded the motion to approve the Consent Calendar.

Action: Approve the Motion as made by Director Pereira and seconded by Director Wilson by the following vote:

Ayes: Wilson, Sweeney, Pereira, Hogan, Castellano

Nays: None

Absent: Bohn

   c. Approve Resolution 2020-4 “HWMA Board of Directors Adopting a New Document Retention, Disposal and Storage Policy”

Chairman Sweeney opened the floor to public comment regarding the Consent Calendar. No comment was received.

Chairman Sweeney closed the floor to public comment.

Motion: Director Pereira moved and Director Castellano seconded the motion to approve the Consent Calendar.

Action: Approve the Motion as made by Director Pereira and seconded by Director Castellano by the following vote:

Ayes: Wilson, Sweeney, Pereira, Hogan, Castellano

Nays: None

Absent: Bohn


Item Six was presented prior to Item 5.
Clayton Coles, of Lawrence and Associates, presented an overview of the potential Landfill Expansion. Following discussion, the Board chose not to pursue further planning for expansion of the Cummings Road Landfill.

Director Bohn exited the meeting at 6:47 p.m.

7. Board Member Reports
   Director Castellano reported on a Town Hall meeting for Ward 1, which occurred three weeks prior and included a presentation from Eco Eureka.

8. Executive Director’s Report
   Executive Director Duffy expanded on items on her report related to new scale software, the AB939 Local Task Force, and updates on the Stormwater construction project at the Hawthorne Street Transfer Station.

9. Adjourn
   Chairman Sweeney adjourned the meeting at 7:21 p.m.
   Next Meeting: October 10, 2019 at 5:30 p.m. at Eureka City Hall Council Chambers.
Staff Report

DATE: September 25, 2019 For Board Meeting: October 10, 2019

FROM: Eric Keller-Heckman, Director of Operations

SUBJECT: Item 2b)
Agreement Between Mattress Recycling Council CA and HWMA

RECOMMENDED ACTION: Voice vote.
Authorize the Executive Director to Execute an Agreement with Mattress Recycling Council.

DISCUSSION:
The Mattress Recycling Council (MRC) is the mattress recovery and recycling organization certified by the State of California’s CalRecycle to implement a mattress recovery and recycling program. HWMA and MRC entered into an agreement in January 2016, which terminated in June 2019.

MRC and HWMA representatives have developed the attached agreement for the Boards consideration and approval. HWMA’s legal counsel has reviewed and approved the agreement in form. Staff request that the Board’s authorize the Executive Director to execute and agreement with MRC retroactive to June 27, 2019.

BACKGROUND:
The California Used Mattress Recovery and Recycling Act of 2013 (SB 254) aims to reduce illegal dumping, increase recycling and substantially reduce public agencies costs for the end-of-use management of used mattresses. In response, the Mattress Recycling Council (MRC) was formed and certified by CalRecycle for the purpose of planning and implementing the collection and recycling of used mattresses deemed ‘conforming’ at State approved recycling facilities.

California residents purchasing a mattress and/or box mattress pay $10.50 per unit charge, this fee was reduced from $11.00 per unit in 2018. This cost is the sole funding mechanism for the MRC program in California.

CalRecycle requires that MRC develop a recycling plan that, among other things, provides for MRC to pay an amount to collection facility that accepts used mattresses dropped off by California residents at no charge at approved collection facilities. MRC then reimburses the collection facility at a fee rate that is reasonable for the facility to accept, store, and handle such used mattresses.
Once received at a collection facility, mattresses and/or box foundations (units), will be evaluated for conformance with MRC program guidelines. Those units deemed ‘non-conforming’ as a result of mold, insect infestation, or other objectionable substances are to be directed to landfills for disposal. Those units deemed ‘conforming’ will be diverted immediately from the tip floor, and placed into trailers for storage and transportation via an MRC-approved transporter.

Effective January 1, 2016, all solid waste facilities are required to report annually to the California Department of Resources, Recycling, and Recovery (CalRecycle) on the handling and disposition of mattresses received and processed. MRC will require that collection facilities report the number of units sent to State-approved mattress recyclers and units disposed to landfills.

MRC proposes to reimburse the Authority at a rate of $4.42/unit for recycled mattresses, and $4.29/unit for non-conforming units.

**FISCAL IMPACT:**
HWMA is reimbursed through this agreement for actual costs incurred to participate in the program.

**ATTACHMENT:**
Attachment 1: “HWMA-MRC Agreement October 2019”

**STRATEGIC PLAN GOALS:** The noted Strategic Plan Goals are incorporated:
- 2.7 Self-Funded Programs.
- 2.2 Re-Use Goals
- 2.6 Public Education.
Agreement Between
Mattress Recycling Council, Inc.

And
Humboldt Waste Management Authority

This Agreement is made on this ____ day of ___________, 2019 (“Agreement”) by and between Humboldt Waste Management Authority, a California joint powers authority (herein “HWMA and “Service Provider) and the Mattress Recycling Council California, LLC (“MRC”), a Delaware limited liability company, for the purpose of providing used mattress recycling, loading, transportation & processing services.

RECITALS

WHEREAS, the Humboldt Waste Management Authority (HWMA) is a California joint powers authority formed by the cities of Arcata, Blue Lake, Eureka, Ferndale, Rio Dell and the County of Humboldt; and

WHEREAS, the HWMA owns and operates the Hawthorne Street Transfer Station, a municipal solid waste transfer facility, for the benefit of its member agencies, located at 1059 W. Hawthorne St., Eureka, CA 95501; and

WHEREAS, the California Integrated Waste Management Act of 1989 (AB 939) requires the diversion of materials from landfills; and

WHEREAS, the California Used Mattress Recovery and Recycling Act of 2013 (SB 254) aims to reduce illegal dumping, increase recycling and substantially reduce public agencies costs for the end-of-use management of used mattresses; and

WHEREAS, the MRC is the "mattress recycling organization" certified by the State of California to plan and implement a used mattress recycling program in California (the "Program"), as set forth in California Public Resources Code §§ 42985 -42994 (2014) (the "Act"), and is organized (among other things) to negotiate and execute necessary agreements to collect and transport used mattresses for recycling at State approved processing facilities; and

WHEREAS, California Public Resources Code § 42987.1(0) requires that MRC develop and submit to the state of California a recycling plan that, among other things, provides for MRC to pay an amount to a municipal or solid waste facility or other operation that accepts used mattresses dropped off by California residents at no charge (a "Facility") that both MRC and the Facility determine is reasonable for the Facility to accept, store, and handle such used mattresses; and
WHEREAS, the HWMA has the expertise and equipment to receive, examine, handle and store such used mattresses and storage trailers, and holds all required Federal and State permits, licenses and certifications required to perform such services; and

WHEREAS, the HWMA operates one or more such Facility(ies) in California; and

WHEREAS, MRC and HWMA, pursuant to§ 42987.1(o), wish to enter into this Agreement, which describes the terms and conditions under which the Service Provider will provide the Services described herein to MRC;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which the parties acknowledge and accept, and in consideration of the terms of this Agreement and the mutual promises and covenants contained herein, the parties hereto agree as follows:

ARTICLE 1 – DEFINITIONS

1.1 “Collection Containers” are containers provided by, or approved for use by, MRC or its contractors to hold and transport Program Products.

1.2 “Collection Facility(ies)” means all permanent or temporary collection facilities that are owned, leased, subleased, or otherwise controlled by the Service Provider and designated by the Program to collect Program Products, and as specifically identified in Attachment E (“Collection Facility Information”).

1.3 “Consolidate” means (as applicable) accepting, handling, storing, and packing only acceptable Program Products into Collection Containers provided by, or approved for use by, MRC or its subcontractors in a manner that is efficient, complies with the requirements of MRC or its subcontractors, and is conducive to safe and efficient transport.

1.4 “Effective Date” means the date that the parties’ obligations begin under this Agreement. The Effective Date is the first date shown above.

1.5 “Force Majeure” is defined in 12

1.6 “Guidelines” are listed in Attachment D, and provide an overview of the Program. MRC reserves the right to update, change, modify, amend, add or remove terms, or otherwise alter the Guidelines at any time without prior notice.

1.7 “Law” means all existing and future federal, state, and local statutes, laws, codes, ordinances, decrees, rules, regulations, requirements, and orders, of any governmental authority, entity, or agency whether federal, state, municipal, local, or other government body or subdivision, including those relating to unemployment compensation, worker’s compensation, disability, taxes, worker and public health and safety, the environment, and the Program.

1.8 “Initial Term” is defined in article 2.1
1.9 "Materials and Activities" mean materials, supplies, tools, vehicles, equipment, labor, water, light, power, facilities, construction of any nature, supervision, and all other services, acts, activities, resources, and goods, but not Collection Containers, necessary for or otherwise used by the Service Provider to Collect, Pack, and otherwise comply with and fully perform its obligations under the Agreement.

1.10 "Non-Conforming Units" are Program Products that must be disposed of as solid waste because they are contaminated or too damaged to recycle.

1.11 "Non-Program Products" mean products not covered by the Program. Non-Program Products include: sleeping bags, pillows, an unattached mattress pads or mattress toppers (even items with resilient filling intended to be used with or on top of a mattress), car bed, crib or bassinet mattress, juvenile products or the pads used for such juvenile products, waterbeds, air mattresses that contain no upholstery material (such as a camping mattress), sofa beds and futons.

1.12 “Program Products” include “mattresses” (which are defined as a resilient material or combination of materials that is enclosed by a ticking [the outermost layer of fabric or related material of a mattress] and is intended or promoted for sleeping upon), “foundations” (for example, a box spring, which is used to support a mattress and may include constructed wood or other frames, steel springs, or other materials used alone or in combination), and a renovated mattress or renovated foundation.

1.13 “Program” means the California Used Mattress Recycling Program created by MRC.

1.14 “Services” means all services for which Service Provider is responsible, as described in this Agreement and in the Attachments hereto, including any and all Materials and Activities.

1.15 “State” means the State of California.

1.16 “Temporary Collection Events” mean an event hosted by the Service Provider to Consolidate Program Products at locations within the State that are short in duration and not at permanent collection facilities.

1.17 “Transportation Providers” or “Transporter” means a contractor hired by MRC to transport Program Products from the Collection Facilities or Temporary Collection Events.

1.18 “Unit” means a single mattress or box spring dropped off at a facility by a California resident at no charge. For example, an individual mattress and an individual box spring would each constitute a single Unit.

**ARTICLE 2 – TERM OF AGREEMENT**

2.1 This Agreement will commence upon the Effective Date and will remain in full force and effect for a period of two (2) years (the “Initial Term”). This Agreement will automatically renew for additional successive one (1) year terms. Either party may terminate the contract for any reason upon ten (10) days’ notice.
2.2 If either party provides notice that the Agreement will not be renewed, the Service Provider, before the end of the term of the Agreement or at another time agreed to in writing by the parties, will, at no additional cost to MRC (a) make all Collection Containers supplied by MRC or a subcontractor available for pick up by a Transportation Provider, (b) undertake the orderly cessation of the Services, and (c) cooperate fully at the direction of MRC in the orderly transition of the Services to its successor, if any.

ARTICLE 3 – GENERAL OBLIGATIONS OF THE SERVICE PROVIDER

3.1 In consideration of MRC’s payments, if any, to the Service Provider for Services, and for activities undertaken at MRC’s expense, the Service Provider will perform the Services provided for in Attachment A (“Scope of Work”) in conformity with the Program and Guidelines, except to the extent the Program and/or Guidelines conflict with the terms of this Agreement or any applicable Law. MRC shall provide notice to the Service Provider of any revisions to the Guidelines and deliver a copy of such revisions prior to requiring Service Provider to implement such revisions.

3.2 The Service Provider will manage all Program Products Collected at the Collection Facilities only in accordance with Attachment A (“Scope of Work”), and will not dispose of Program Products in any other method without the prior written approval of MRC.

3.3 The Service Provider will be responsible for:
   a. Making day-to-day critical decisions regarding the Services, including the management and supervision of all activities comprising the Services; and
   b. Complying with all applicable Laws; and
   c. Securing and locking the Collection Facilities when the facilities are closed or not attended.

3.4 The Service Provider may amend Attachment E - "Collection Facility Information" to add or delete sites, subject to the written agreement of MRC.

3.5 The Service Provider is responsible for and will manage, at its sole expense, any and all Non-Program Products it collects at the Collection Facilities or places in Collection Containers. MRC accepts no responsibility for such Non-Program Products, and will not pay Service Provider any consideration in connection with such Non-Program Products.

3.6 The Service Provider will not charge any fees to California residents or businesses that drop off Program Products with the Service Provider. This section does not preclude the Service Provider from charging fees for curbside collection or services other than Program Product drop off. Nothing in this Agreement prohibits the Service Provider from charging fees to California residents, businesses, or other entities for dropping off Non-Program Products.

3.7 The Service Provider will inspect the Collection Containers upon arrival and determine whether they are in proper condition for use. MRC or its contractor is
responsible for replacing any defective Collection Containers and repairing normal wear-and-tear to the Collection Containers. The Service Provider will immediately notify MRC if at any point during the term of the Agreement a Collection Container(s) is not in proper condition for use and will not use any such defective Collection Containers until they are repaired or replaced by MRC or its contractor. If a Collection Container is functional, but is delivered in a damaged condition, the Service Provider will notify MRC or its contractor in writing of the nature and location of such damage upon the arrival of the Collection Container.

3.8 The Service Provider will inspect each Unit before placing it in a Collection Container to confirm whether it is a Program Product. Service Provider will separate, and document Non-Conforming Units dropped off by individual residents, will dispose of such Units as solid waste, and then will invoice MRC for such Units at rates listed in Attachment B.

3.9 The Service Provider will inspect the Collection Containers upon arrival and determine whether they are in proper condition for use. MRC is responsible for replacing any defective Collection Containers and repairing normal wear-and-tear to the Collection Containers. The Service Provider will immediately notify MRC if at any point during the term of the Agreement a Collection Container(s) is not in proper condition for use and will not use any such defective Collection Container until it is repaired or replaced by MRC.

ARTICLE 4 – SERVICE PROVIDER REPRESENTATIONS AND WARRANTIES

The Service Provider represents, covenants, and warrants that: it is a joint powers authority organized as a public agency under Government Code § 6500 et seq., in good standing and qualified to carry on business in California, and has all necessary approval, capacity, and authority to enter into this Agreement and fully perform its obligations under this Agreement

ARTICLE 5 – MRC OBLIGATIONS

5.1 Upon receiving a request from the Service Provider, MRC will arrange for timely pick-up of Program Products Consolidated by the Service Provider. MRC or an MRC contractor will, at its expense, arrange for the transport to an MRC-contracted Recycler. MRC shall require its Transportation Provider to carry minimum levels of insurance at the limits specified in Article 10.

5.2 MRC will make available to the Service Provider consumer brochures and signs identifying the site as an MRC drop-off location.

5.3 MRC’s Transporters will provide Collection Containers to the Service Provider, All Collection Containers will remain the property of the Transporter.

5.4 Nothing herein creates an exclusive arrangement between MRC and the Service Provider. The Service Provider may not restrict MRC from contracting with other entities under the Program.
ARTICLE 6 – TITLE AND RISK OF LOSS

6.1 The Service Provider (and not MRC) has title to and risk of loss and liability for any and all Program Products, Non-Conforming Units and Non-Program Products that the Service Provider receives. Notwithstanding the foregoing, once a Transportation Provider accepts for transportation any Program Products Collected by the Service Provider under this Agreement and Consolidated on a Collection Container, title to and risk of loss as to those Program Products, will transfer to that Transportation Provider. MRC at no time takes title to or assumes liability for any Program Products, Non-Conforming Units or Non-Program Products. However, MRC will require in its contracts with its Transportation Providers that they accept title and risk of loss immediately upon accepting any Program Products for transportation from the Service Provider.

6.2 MRC is not responsible for any damage to persons or property resulting from the use, misuse, or failure of any equipment used by the Service Provider, or by any of its employees or contractors, including the Collection Containers, even if such equipment is furnished, rented, or loaned to the Service Provider by MRC.

ARTICLE 7 – CONSIDERATION AND PAYMENT

7.1 As consideration under this Agreement, MRC or its contractors will; (i) provide the Service Provider with Collection Containers, consumer brochures, and signage; (ii) facilitate the transportation of Program Products by Transportation Providers as set forth in this Agreement; (iii) pay the Service Provider for Services rendered as set forth in this Agreement; and (iv) perform other services incidental to the management of the Program.

7.2 Payment: MRC’s payment to Service Provider for Services rendered in the amount set forth in Attachment B “Compensation Rates” will be made in U. S. currency. Other than such payments, no other payment or reimbursement will be made for the Service Provider’s Collection of Program Products, furnishing of the Materials and Activities, or its performance of the Services.

7.3 The Service Provider will invoice MRC on a monthly basis, either by hardcopy or electronically, as determined by MRC. Invoices must include the information included in Attachment C (“Model Invoice”) and must state:

- the unique, identifying invoice number;
- the specific work categories of Services provided for under the Agreement;
- the specific number of Units consolidated;
- copies of each Transportation Bill of Lading or equivalent shipping documentation that includes the information included in Attachment D’s “Model Bill of Lading” validating the number of units consolidated; and
- any additional information as agreed to in writing by the parties that is relevant to the Services being performed by the Service Provider.
f. All amounts invoiced by the Service Provider to MRC, or paid by MRC to the Service Provider, are subject to audit by MRC, as described below in ARTICLE 8 – AUDIT AND INSPECTION RIGHTS OF MRC.

The Service Provider will submit invoices to:

To: Mattress Recycling Council California, LLC  
Attn: Accounts Payable  
Phone: 1-855-229-1691  
E-mail: payables@mattressrecyclingcouncil.org  
Address: 501 Wythe Street Alexandria, VA 22314

MRC will send Service Provider payments to:

To: Humboldt Waste Management Authority  
Attn: Tyler Egerer, Director of Finance and Administrative Services  
Phone: 707-268-8680  
E-mail: tegerer@hwma.net  
Address: 1059 W Hawthorne Street, Eureka Ca, 95501

7.4 Provided that the Service Provider has supplied the required information and otherwise performed its obligations under this Agreement, MRC will pay such invoice within thirty (30) days of the date that MRC receives the invoice. In the event MRC has a good-faith objection to an invoice, MRC will pay the undisputed amount pursuant to the terms of this Agreement and notify in writing the Service Provider of said objections and describe in reasonable detail the basis for the objections. The Dispute Resolution provisions in ARTICLE 15 - DISPUTE RESOLUTION will be used to resolve such disputed portion of an invoice. During any such dispute, the Service Provider will continue with its responsibilities under this Agreement and will not stop providing the Services unless this Agreement is terminated. MRC will make all payments due to the Service Provider over which there is no good-faith dispute.

7.5 MRC’s payment of all or a part of an invoice neither relieves the Service Provider of any of its obligations under this Agreement nor constitutes a waiver of any claims by MRC.

7.6 The Service Provider warrants that, to the best of its knowledge, all documents, including invoices, billings, back-up information for invoices, and reports, submitted by the Service Provider to MRC to support amounts invoiced in connection with the Services truly reflect the facts about the activities and transactions to which they pertain. The Service Provider warrants that MRC, for whatever purpose, may rely upon all such documents and the data therein as being complete and accurate. The Service Provider will promptly notify MRC upon discovery of any instances where the Service Provider becomes aware of any discrepancies in relation to documents under this Article.
ARTICLE 8 – AUDIT AND INSPECTION RIGHTS OF MRC

8.1 MRC and its representatives may (a) monitor and verify that the Service Provider has complied with this Agreement, the applicable Law, and Guidelines; and (b) consult with the Service Provider about such compliance; provided, however, that MRC will not, and affirmatively disclaims any ability to, control, supervise or manage (1) the employees of the Service Provider; (2) the activities undertaken by the Service Provider in the performance of this Agreement; and (3) the means by which the Service Provider meets all requirements, including applicable Law.

8.2 MRC may audit and inspect, the Service Provider’s Collection Facilities during the Collection Facilities’ hours of operation, as well as any other site at which the Service Provider performs the Services. MRC will provide the Service Provider with at least twenty-four (24) hours’ notice before any such audit or inspection.

8.3 The Service Provider will maintain and make available to MRC upon reasonable notice, during regular business hours, accurate books and accounting records relating to its Services under this Agreement. Upon reasonable notice, the Service Provider will permit MRC to audit, examine, and make excerpts and transcripts, for any books or records, and to make audits of any invoices, materials, records, and other data related to all other matters covered by this Agreement, unless such documents are confidential in accordance with the California Public Records Act (Govt. Code § 6250 -6276.48). The Service Provider will maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the date produced under this Agreement or until after final audit has been resolved, whichever is later. The Service Provider will include this requirement in any subcontract for the performance of any of the Services under this Agreement.

ARTICLE 9 – INDEMNIFICATION

9.1 The Service Provider, and its successors and assigns (collectively, the “Indemnifying Party”), will, to the fullest extent allowed by law, indemnify, defend, and hold harmless MRC and its sole member (as identified under MRC’s Certificate of Incorporation), and their member companies, officers, directors, stockholders, employees, successors, assigns, attorneys, agents, and invitees (collectively, the “Indemnified Parties”) from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively, “Claims”), including cost of defense, settlement, arbitration, and reasonable attorney’s fees, resulting from injuries to or death of persons, including but not limited to employees of either party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the Indemnifying Party, or the acts or omissions of anyone else directly or indirectly acting on behalf of the Indemnifying Party, its officers, agents, employees, or contractors, or for which the Indemnifying Party is legally liable under law.
9.2 MRC, and its successors and assigns (collectively, the “MRC Indemnifying Party”), will, to the fullest extent allowed by law, indemnify, defend, and hold harmless the Service Provider and its officers, directors, stockholders, employees, successors, assigns, attorneys, agents, and invitees (collectively, the “MRC Indemnified Parties”) from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively, “Claims”), including cost of defense, settlement, arbitration, and reasonable attorney’s fees, resulting from injuries to or death of persons, including but not limited to employees of either party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the MRC Indemnifying Party, or the acts or omissions of anyone else directly or indirectly acting on behalf of the MRC Indemnifying Parties, or for which the MRC Indemnifying Party is legally liable under law excepting only such injury, death, or damage to the extent caused by the active negligence or willful misconduct of an MRC Indemnified Party.

9.3 The following provisions apply to Paragraphs 9.1 and 9.2 above:

a. This indemnity will not be limited by the types and amounts of insurance or self-insurance maintained by the Indemnifying or Indemnified Parties or their contractors;

b. Nothing in this indemnity will be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party; and

c. The provisions of this indemnity will survive the expiration or termination of this Agreement.

9.4 MRC WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF SUCH POTENTIAL DAMAGES. NOTHING IN THIS AGREEMENT CONSTITUTES A WAIVER OR LIMITATION OF ANY RIGHTS THAT MRC MAY HAVE UNDER THE APPLICABLE LAW.

ARTICLE 10 – INSURANCE

10.1 The Service Provider at its own expense must maintain commercial general liability insurance with limits for each of not less than $1 million for each occurrence, as well as any other insurance, such as, for example and without limitation, worker’s compensation and automobile insurance, to the extent and in the amounts required by applicable law.

10.2 Service Provider must name MRC and its sole member (as identified under MRC’s certificate of incorporation), and their officers, agents, and employees as additional insureds on its commercial general liability insurance policy. To the extent the Service Provider’s general liability insurance includes a blanket provision adding additional insureds where required by contract, this Agreement is deemed to require that MRC and its sole member (as identified under MRC’s Certificate of
Incorporation), and their officers, agents, and employees are named as additional insureds on the Service Provider’s commercial general liability insurance by separate endorsement. Service Provider’s general liability insurance must be on a primary and non-contributory basis to any coverage available to MRC.

10.3 Service Provider is required to provide MRC with notification of any cancellation or change in Service Provider’s insurance coverage during the period of the Agreement with MRC with not less than thirty (30) days’ notice prior to the date said cancellation or change becomes effective.

10.4 In the event a Certificate of Insurance required by this Article should expire or be cancelled during the term of this Agreement, Service Provider agrees to provide, at least thirty (30) days prior to said expiration or cancellation, a new Certificate of Insurance evidencing coverage, as provided for herein, for not less than the remainder of the Agreement.

10.5 Both parties will require all third parties that it uses to provide any services under this contract to comply with the same insurance requirements specified above.

10.6 Upon the request of MRC, Service Provider must be able to provide evidence assumed under the provisions of this Agreement.

10.7 Upon the request of the service provider, MRC must be able to provide evidence of insurance of its transportation providers.

ARTICLE 11 – ASSIGNMENT AND SUBCONTRACTING

11.1 Neither party may assign, novate, or otherwise transfer (including transfer by operation of law) this Agreement or the obligations and rights hereunder without the express written consent of the other party, which consent will not be unreasonably withheld.

11.2 MRC’s obligation to pay its subcontractors is an obligation independent from its obligation to make payments to the Service Provider. As a result, the Service Provider has no obligation to pay or to enforce the payment of any moneys to any subcontractor of MRC.

ARTICLE 12 – FORCE MAJEURE

12.1 Any delay or failure of either party to perform its obligations hereunder will be suspended if, and to the extent, it is caused by the occurrence of a Force Majeure. In the event that either party intends to rely upon the occurrence of a Force Majeure to suspend or to terminate its obligations, such party will notify the other party in writing, in accordance with the requirements of Article 13, within 2 business days after becoming aware of the Force Majeure, or as soon as reasonably possible, setting forth the particulars of the circumstances. Written notices will likewise be given after the effect of such occurrence has ceased.

12.2 An occurrence of a "Force Majeure" means riots, wars, civil disturbances, insurrections, labor strikes of MRC service providers, contractors or
subcontractors, acts of terrorism, epidemics, acts of nature (or any threat of such occurrences) whose effects prevent safe passage of vehicles upon state or federal highways for a continuing period of not less than fourteen (14) days and federal or state government orders, any of which is beyond the reasonable anticipation or control of the applicable party and which prevents performance of this Agreement, but only to the extent that due diligence is being exerted by the applicable party to resume performance at the earliest possible time.

**ARTICLE 13 – NOTICES**

13.1 Except where otherwise expressly authorized, notice will be by first class certified or registered mail, or by commercial delivery service issuing a receipt for delivery. Notices will be addressed as set forth below. Either party may change the address information below by providing written notice to the other party. Notice is effective upon delivery, or if delivery is refused, when delivery is attempted.

To: Mattress Recycling Council California, LLC  
Attn: Mike O’Donnell  
Email: mikeo@mattressrecyclingcouncil.org  
Address: 501 Wythe Street Alexandria, VA 22314

To: Humboldt Waste Management Authority  
Attn: Jill Duffy, Executive Director  
Phone: 707-268-8680  
E-mail: jduffy@hwma.net  
Address: 1059 W Hawthorne Street Eureka Ca 95501

**ARTICLE 14 – INDEPENDENT CONTRACTOR STATUS**

14.1 The parties intend that the Service Provider, in performing the Services specified herein, is acting as an independent contractor and that the Service Provider will control the work and the manner in which it is performed. This Agreement is not intended and may not be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association.

14.2 Each party, or its subcontractors, as appropriate, is solely liable and responsible for providing all compensation and benefits due to, or on behalf of, all persons performing work on its behalf in connection with this Agreement. Neither party has any liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the other party.

14.3 Each party understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers’ Compensation liability, solely employees of that party and not employees of the other party. Each party is solely liable and responsible for furnishing any and all Workers’ Compensation benefits.
to its employees as a result of any injuries arising from or connected with any work performed by or on behalf of that party pursuant to this Agreement.

14.4 MRC has no authority to manage, direct, or supervise employees, representatives, or agents of the Service Provider, including how they perform the work and achieve compliance with applicable Law. MRC does not have responsibility for making day-to-day and critical decisions regarding the Services, including the management or supervision of any activities comprising the Services.

14.5 Third-party Transportation Providers are independent contractors and are not employees, partners, or agents of either party. Neither party is liable for the acts or omissions of third-party Transportation Providers under this Agreement.

ARTICLE 15 - DISPUTE RESOLUTION

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

ARTICLE 16– MISCELLANEOUS PROVISIONS

16.1 No Waiver. The failure at any time to enforce any provision of this Agreement or failure to exercise any right herein granted does not constitute a waiver of such provision or of such right thereafter to enforce any or all of the provisions of this Agreement.

16.2 Selective Waiver. Either party may waive any default by the other party under this Agreement by an instrument in writing to that effect and no such waiver will extend to any subsequent or other default by the other party. No failure or delay on the part of either party to exercise any right hereunder operates as a waiver thereof. Either party may elect to selectively and successively enforce its rights hereunder, such rights being cumulative and not alternative.

16.3 Entire Contract/Order of Precedence. This Agreement and all Attachments and exhibits hereto, and all referenced documents, including the Guidelines, constitute the entire agreement between the parties with respect to the matters herein, and integrates, merges, and supersedes all prior negotiations, representations, or agreements relating thereto, whether written or oral, except to the extent they are expressly incorporated herein. The provisions of this Agreement and the accompanying document are to be construed and interpreted as consistent whenever possible. Any conflicts in this Agreement and the accompanying documents will be resolved in accordance with the following descending order of precedence:

a. Attachment A (“Scope of Work);

b. Attachment B (“Compensation Rates);
c. The terms of this Agreement;
d. Attachment D (“Guidelines”);
e. Attachment E (“Collection Facility Information”); and
f. Attachment C (“Model Invoice”).

16.4 **Amendment or Modification.** Unless otherwise provided herein, no amendments, changes, alterations, variations, or modifications to this Agreement will be effective unless in writing and signed by the respective duly authorized officers of the parties hereto.

16.5 **Additional Sites.** Service Provider, either currently or in the future, may have additional sites, solid waste facilities, collection facilities or subsidiaries (“Additional Sites”) that it wishes to add to this Agreement. Additional Sites may become a Service Provider under this Agreement by executing its own Compensation Rate form in Attachment B. The Additional Sites will then be governed by the terms of this Agreement and the Attachments hereto (including its personalized Compensation Rate form in Attachment B). Any changes or modifications made by an Additional Site to Attachment B will not affect other Service Providers that exist under this Agreement, nor will it change or modify any of the other Service Providers’ terms, conditions, responsibilities and/or liabilities under this Agreement.

16.6 **Governing Law/Venue.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State will govern its interpretation and effect. Any legal proceedings relating to this Agreement will initially be brought before a court of jurisdiction prescribed by law in the State of California.

16.7 **Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof will remain in full force and effect and will in no way be affected, impaired, or invalidated thereby.

16.8 **Calendar Days.** Any reference to the word “day” or “days” herein will mean calendar day or calendars days, respectively, including weekends and Federal Holidays, unless otherwise expressly provided. If a deadline falls on a weekend or Federal Holiday, the next business day will be the applicable deadline.

16.9 **No Third-Party Beneficiary.** This Agreement is intended solely for the benefit of the parties hereto, and no third party has any right or interest in any provision of this Agreement or as a result of any action or inaction by any party in connection therewith.

16.10 **Authorization.** Each party represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations set forth herein. The representative(s) signing this Agreement on behalf of each party represents that he/she has the authority to execute this Agreement on behalf of the applicable party and to bind it to its contractual obligations hereunder.

16.11 **Survival of Terms.** All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates
set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement will so survive, including but not limited to: ARTICLE 4 – SERVICE PROVIDER REPRESENTATIONS AND WARRANTIES; ARTICLE 6 – TITLE AND RISK OF LOSS; ARTICLE 8 – AUDIT AND INSPECTION RIGHTS OF MRC; ARTICLE 9 – INDEMNIFICATION; ARTICLE 10 – INSURANCE; ARTICLE 14 – INDEPENDENT CONTRACTOR STATUS; ARTICLE 15 - DISPUTE RESOLUTION; and ARTICLE 16 – MISCELLANEOUS PROVISIONS.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed by its duly authorized representative on the day and year set forth above.

By:

Authorized Signatory
Mattress Recycling Council
California, LLC

Authorized Signatory
Humboldt Waste Management Authority

Print Name
Print Title

Print Name
Print Title
ATTACHMENT A: SCOPE OF WORK

As part of the Services under this Agreement, the Service Provider will do the following:

1. Provide the Services necessary to consolidate acceptable Program Products dropped off by individual California residents free of charge into Collection Containers for pick up by Transportation Providers.

2. Include no Non-Program Products, no Non-Conforming Units and no Units that are unsuitable for recycling in the Collection Containers provided by MRC or its subcontractors.

3. Notify Transporter before collection containers are full to allow adequate time for Transporter to schedule pick-up services.

4. Provide to MRC a minimum of ninety (90) days’ advance notice of any Temporary Collection Events conducted by the Service Provider that include the Collection of Program Products dropped off by individual California residents free of charge to be picked up by Transportation Providers at the Temporary Collection Event.

5. Invoice and Reports will be submitted to MRC on a monthly basis, within thirty (30) days after the end of each month. Invoices will contain.
   a. Billing period
   b. Total units deemed conforming
   c. Total units deemed non-conforming
ATTACHMENT B: COMPENSATION RATES

Service Provider: Humboldt Waste Management Authority

<table>
<thead>
<tr>
<th>Service</th>
<th>Description</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Program Product Consolidation</strong></td>
<td>MRC will compensate Service Provider for all Program Products dropped off by California residents and businesses free of charge that Service Provider Consolidates in a Collection Container picked up by a Transportation Provider. The Service Provider will not place Non-Program Products, Non-Conforming Units or Units that are unsuitable for recycling in Collection Containers.</td>
<td>$ 4.42 per Unit</td>
</tr>
<tr>
<td><strong>Solid Waste Disposal of Non-Conforming Units</strong></td>
<td>MRC will compensate Service Provider for disposal of Non-Conforming Units dropped off by California residents free of charge.</td>
<td>$ 4.29 per Unit</td>
</tr>
</tbody>
</table>

By initialing this form, the parties agree to the Compensation Rates above:

MRC initials: _____  Service Provider initials: _____
ATTACHMENT C: MODEL INVOICE

Service Provider: ____________________________________________________________

Collection Facility Location: ________________________________________________

Unique Identifying Invoice Number: ________________________________

<table>
<thead>
<tr>
<th>Service</th>
<th>Quantity of Units</th>
<th>Unit Price</th>
<th>Invoiced Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Product Consolidation</td>
<td></td>
<td>$ 4.42 per Unit</td>
<td></td>
</tr>
<tr>
<td>Solid Waste Disposal of Non-Conforming Units</td>
<td></td>
<td>$4.29 per Unit</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The above invoice represents, to the best of my knowledge, complete and accurate information regarding the Services rendered and for which the Service Provider seeks payment through the Program. I hereby certify on behalf of the Service Provider that the attached back-up documentation is accurate.

Name:
Company Title:
Date:
# TABLE OF CONTENTS

2 ................................................................. Program Materials
5 ................................................................. Mattress Collection & Handling
7 ................................................................. Transportation & Recycling
7 ................................................................. Recordkeeping
7 ................................................................. Program Withdrawal & Termination

## About the Mattress Recycling Council

In 2013, California enacted Senate Bill 254, later amended by Senate Bill 1274, which requires mattress manufacturers to create a recycling program for mattresses discarded in the state. The Mattress Recycling Council (MRC) is the non-profit organization established by the mattress industry to develop and operate the California mattress recycling program. The Program began December 30, 2015.

MRC has contracted with service providers to transport and recycle mattresses and box-springs from collection sites throughout the state. For simplicity, we will refer to both mattresses and box-springs as just mattresses. These Guidelines describe the Program and what your facility needs to do to participate. MRC reserves the right to update, change, modify, amend, add or remove terms, or otherwise alter these Guidelines at any time with or without prior notice.

## What MRC Provides

Staff at all participating collection sites must be knowledgeable regarding these Guidelines before accepting mattresses.

MRC provides the following to participating solid waste facilities:

- A collection container to store mattresses that is appropriate for the number of mattresses that the collection site expects to generate and the site’s available space
- Transportation from the solid waste facility to a contracted recycler
- No-cost mattress recycling services
PROGRAM MATERIALS

ACCEPTABLE

Only mattresses used and discarded in California can be accepted by the Program. The pictures below exemplify mattresses that are acceptable by the program.

A participating collection site may not charge for mattresses that are dropped off by individuals at its site and recycled through the Program.
UNACCEPTABLE

- Out-of-state mattresses
- Severely damaged, twisted, wet, frozen or soiled mattresses
- Mattresses infested with bed bugs or other living organisms
- Sleeping bags
- Pillows and cushions
- Loose bedding, blankets or sheets
- Car beds
- Juvenile products, i.e., a carriage, basket, dressing table, stroller, playpen, infant carrier, lounge pad, or crib bumper
- Water beds
- Camping air mattresses
- Pull-out sofa beds
- Futons and furniture
- Loose mattress pads and toppers
**Mattress Inspection and Examination**
Facility staff should screen incoming mattresses to determine whether they are suitable for recycling and should remove mattresses that are:

- Excessively wet or frozen
- Severely twisted, punctured or crushed
- Infested with bed bugs or other living organisms
- Exceptionally soiled or moldy

*Mattresses not suitable for recycling should be disposed of through your existing solid waste stream.*

**Bed Bug Identification**
Mattresses and box springs infested with bed bugs are unacceptable for recycling and should be disposed of through your existing solid waste stream. Staff at collection sites should evaluate program materials for evidence of bed bug infestation.

*Bed bugs are tan to brown in color, but may appear redder if they have fed.*

**Adult Bed Bugs** are dorsally flat insects, broadly oval, and the size of an apple or melon seed (1/4”).

**Nymphs** look like adults in shape but are smaller.

**Eggs** are white and barrel shaped.

*Signs of bed bug activity may be more obvious than the insects themselves. Look for clusters of dark spots or smudges on mattresses (fecal spots), especially along seams. Eggs, shed skins, and all life stages of bed bugs may also be present in these ‘soiled’ areas.*

For more information on bed bugs, please refer to the resources made possible by the Connecticut Coalition Against Bed Bugs at www.ct.gov/caes/CCABB.
# MATERIALS COLLECTION & HANDLING

Each collection site will have unique operational considerations. Participating facilities must make their own decisions about how to best manage their operations in the safest manner possible in accordance with applicable laws. At a minimum, each participating site must meet these requirements:

<table>
<thead>
<tr>
<th>MINIMUM PROGRAM REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SITE</strong></td>
</tr>
<tr>
<td>Each collection site must be secure with adequate space and staffing to handle and store acceptable mattresses.</td>
</tr>
<tr>
<td><strong>PERMITS</strong></td>
</tr>
<tr>
<td>Each collection site must have knowledge of, and comply with all applicable federal, state and local laws. These may include, but are not limited to, zoning requirements, state permit requirements, and OSHA or other workplace requirements. Please contact your Local Enforcement Agency (LEA) to confirm whether your site is in compliance with all applicable notifications or requirements for accepting mattresses for recycling at your site. In many cases, this will be your County or local Public Health Department.</td>
</tr>
<tr>
<td><strong>INSURANCE</strong></td>
</tr>
<tr>
<td>Each collection site must maintain general liability insurance of at least $1,000,000 per occurrence.</td>
</tr>
<tr>
<td><strong>TRAINING</strong></td>
</tr>
<tr>
<td>Staff at each collection site must be trained and knowledgeable regarding these Guidelines before accepting mattresses for recycling.</td>
</tr>
<tr>
<td><strong>STORING &amp; LOADING MATTRESSES</strong></td>
</tr>
<tr>
<td>Collection sites must keep mattress dry by storing in weather proof containers, or under cover, to maximize their recyclability. In addition, all collection sites must:</td>
</tr>
<tr>
<td>- Make every effort to place mattresses in MRC-designated storage containers immediately upon acceptance</td>
</tr>
<tr>
<td>- Keep mattresses intact and not intentionally crush or puncture them</td>
</tr>
<tr>
<td>- Efficiently stack mattresses to maximize the number of units loaded in each storage container</td>
</tr>
<tr>
<td>- Provide oversight to keep unacceptable items out of MRC-designated storage containers</td>
</tr>
<tr>
<td>- Remove any non-program materials from MRC-designated storage containers before transport to MRC recyclers</td>
</tr>
<tr>
<td>- Practice good housekeeping standards, and keep storage containers and program materials in a neat and orderly condition</td>
</tr>
</tbody>
</table>

*See page 6 for photos and guidelines*
SITE ACCESS

Collection sites must allow MRC access to confirm compliance with these Guidelines.

## Loading Mattresses in Storage Containers

<table>
<thead>
<tr>
<th>Container Type</th>
<th>Number of Mattresses</th>
</tr>
</thead>
<tbody>
<tr>
<td>20-foot sea container</td>
<td>25-40</td>
</tr>
<tr>
<td>30-yard roll-off container</td>
<td>25-35</td>
</tr>
<tr>
<td>40-yard roll-off container</td>
<td>25-40</td>
</tr>
<tr>
<td>48-foot trailer</td>
<td>110-180</td>
</tr>
<tr>
<td>53-foot trailer</td>
<td>125-190</td>
</tr>
</tbody>
</table>

Expected number of mattresses that should fit in various container sizes

Mattresses and box springs must be packed as efficiently as possible to maximize the number of units in each container.
TRANSPORTATION AND RECYCLING

Transporters
MRC will assign each collection site a transporter to provide a storage container and transport services.

- MRC contracted transporters will provide participating locations with evidence of automobile insurance coverage of at least $1,000,000 per occurrence
- Each collection site must notify transporter at least 2 business days before a storage container is full of mattresses
- The assigned transporter will pick up full containers and drop off an empty container at the same time
- On the scheduled pick-up day, the collection site must make the collection container readily accessible to the transporter
- At the time of pick-up, collection site staff must be present to sign a three-part Bill of Lading (BOL) supplied by the transporter that details the quantity of mattresses in the container, and must provide appropriate copies of the BOL to the transporter

A collection site may choose to provide its own storage containers and transportation at its own cost. These locations must contact the recycler directly to arrange for a convenient drop-off time.

Recyclers
Recyclers under contract with MRC will meet established recycling standards and accurately account for all mattresses it receives, the mattress components it recycles (e.g., foam, steel, wood, fiber, etc.), and any residual disposal. Solid waste facilities will be assigned a recycler by MRC to best service your facility.

PROGRAM WITHDRAWAL & TERMINATION

A collection site’s participation in the California mattress recycling program is voluntary. Either party may withdraw from participation with 30 days’ notice to the other party. MRC reserves the right to remove any collection site not in compliance with these Guidelines from further participation in the Program.

RECORDKEEPING

Bill of Lading:
A Bill of Lading (BOL) will be provided by the transporter. Before a full container leaves the site, the BOL must be completed and signed by facility staff. Following is a sample BOL and required information:
BILL OF LADING
Unique BOL #: pre-printed #

Collection Site/Generator

Facility Name and Operator:
Address:

Type of Collection Site: 
☐ solid waste facility
☐ mattress retailer
☐ other

Collection Container Type:
☐ 20 ft. sea container
☐ 30 yd. roll-off
☐ 40 yd. roll-off
☐ 53 ft. trailer
☐ 48 ft. trailer
☐ other

Collection Site Count: Mattress and Box Spring Units: _______
Collection Site Certified Net Weight (if available): _______ lbs.

I hereby certify that to the best of my knowledge, the above information is accurate, and all of the products described in this document were used and discarded in California.

_________________________  ______________________  ____________
Name (print), Title  Signature  Date

Transporter

Company Name:
Address:
Truck #:

_________________________  ______________________  ____________
Name (print), Title  Signature  Date

Mattress Recycler

Date:  Company Name:
Address:
Recycler Count: Mattress Units: _______ Box Spring Units: _______
Net Weight of all Mattress and Box Spring Units: _______ lbs.
Comments/Count Discrepancies:

I hereby certify that to the best of my knowledge, the above information is accurate, and all of the products described in this document were used and discarded in California.

_________________________  ______________________  ____________
Name (print), Title  Signature  Date
ATTACHMENT E: COLLECTION FACILITIES / EVENTS

Service Provider: Humboldt Waste Management Authority

*Must complete all sections*

<table>
<thead>
<tr>
<th>1. Type: (fixed or temporary event)</th>
<th>Fixed</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Name of site/event</td>
<td>Hawthorne Street Transfer Station</td>
</tr>
<tr>
<td>3. Street address for site or event</td>
<td>1059 West Hawthorne St</td>
</tr>
<tr>
<td>4. City, State, Zip Code for site or event</td>
<td>Eureka, Ca 95501</td>
</tr>
<tr>
<td>5. Permit holder</td>
<td>Humboldt Waste Management Authority</td>
</tr>
<tr>
<td>6. Phone # for general public</td>
<td>707-238-8680</td>
</tr>
</tbody>
</table>
| 7. Days/hours open to the public  | Monday-Saturday 8am-4pm  
Sunday 10am-4pm |
<p>| 8. Website or webpage             | <a href="http://www.hwma.net">www.hwma.net</a> |
| 9. Maximum # of units per vehicle, per day (self-imposed) | No maximum |
| 10. Service area (cities/towns)   | Arcata, Blue Lake, Eureka, Ferndale, Fortuna, Rio Dell, Trinidad, County of Humboldt |
| 11. Will fees apply if mattresses are delivered in a mixed load? | No |
| 12. Contact person's name and title | Eric Keller, Director of Operations |
| 13.                                |       |
| 14. Contact person's phone        | 707-368-8680 |
| 15. Contact person's email        | <a href="mailto:ekeller@hwma.net">ekeller@hwma.net</a> |
| 16. Best newspapers/radio stations for promotion? |       |
| 17. Additional information        |       |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>Site 2</strong></td>
<td></td>
</tr>
<tr>
<td>1. Type: (fixed or temporary event)</td>
<td></td>
</tr>
<tr>
<td>2. Name of site/event</td>
<td></td>
</tr>
<tr>
<td>3. Street address for site or event</td>
<td></td>
</tr>
<tr>
<td>4. City, State, Zip Code for site or event</td>
<td></td>
</tr>
<tr>
<td>5. Permit holder</td>
<td></td>
</tr>
<tr>
<td>6. Phone # for general public</td>
<td></td>
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<tr>
<td>7. Days/hours open to the public</td>
<td></td>
</tr>
<tr>
<td>8. Website or webpage</td>
<td></td>
</tr>
<tr>
<td>9. Maximum # of units per vehicle, per day (self-imposed)</td>
<td></td>
</tr>
<tr>
<td>10. Service area (cities/towns)</td>
<td></td>
</tr>
<tr>
<td>11. Will fees apply if mattresses are delivered in a mixed load?</td>
<td></td>
</tr>
<tr>
<td>12. Contact person’s name and title</td>
<td></td>
</tr>
<tr>
<td>13. Contact person’s agency/company</td>
<td></td>
</tr>
<tr>
<td>14. Contact person’s phone</td>
<td></td>
</tr>
<tr>
<td>15. Contact person’s email</td>
<td></td>
</tr>
<tr>
<td>16. Best newspapers/radio stations for promotion?</td>
<td></td>
</tr>
<tr>
<td>17. Additional information</td>
<td></td>
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</tr>
<tr>
<td>1.</td>
<td>Type: (fixed or temporary event)</td>
</tr>
<tr>
<td>2.</td>
<td>Name of site/event</td>
</tr>
<tr>
<td>3.</td>
<td>Street address for site or event</td>
</tr>
<tr>
<td>4.</td>
<td>City, State, Zip Code for site or event</td>
</tr>
<tr>
<td>5.</td>
<td>Permit holder</td>
</tr>
<tr>
<td>6.</td>
<td>Phone # for general public</td>
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<tr>
<td>7.</td>
<td>Days/hours open to the public</td>
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<tr>
<td>8.</td>
<td>Website or webpage</td>
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<tr>
<td>9.</td>
<td>Maximum # of units per vehicle, per day (self-imposed)</td>
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<td>10.</td>
<td>Service area (cities/towns)</td>
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<td>11.</td>
<td>Will fees apply if mattresses are delivered in a mixed load?</td>
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<td>12.</td>
<td>Contact person’s name and title</td>
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<td>13.</td>
<td>Contact person’s agency/company</td>
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<tr>
<td>14.</td>
<td>Contact person’s phone</td>
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<tr>
<td>15.</td>
<td>Contact person’s email</td>
</tr>
<tr>
<td>16.</td>
<td>Best newspapers/radio stations for promotion?</td>
</tr>
<tr>
<td>17.</td>
<td>Additional information</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td><strong>1.</strong> Type: (fixed or temporary event)</td>
<td></td>
</tr>
<tr>
<td><strong>2.</strong> Name of site/event</td>
<td></td>
</tr>
<tr>
<td><strong>3.</strong> Street address for site or event</td>
<td></td>
</tr>
<tr>
<td><strong>4.</strong> City, State, Zip Code for site or event</td>
<td></td>
</tr>
<tr>
<td><strong>5.</strong> Permit holder</td>
<td></td>
</tr>
<tr>
<td><strong>6.</strong> Phone # for general public</td>
<td></td>
</tr>
<tr>
<td><strong>7.</strong> Days/hours open to the public</td>
<td></td>
</tr>
<tr>
<td><strong>8.</strong> Website or webpage</td>
<td></td>
</tr>
<tr>
<td><strong>9.</strong> Maximum # of units per vehicle, per day (self-imposed)</td>
<td></td>
</tr>
<tr>
<td><strong>10.</strong> Service area (cities/towns)</td>
<td></td>
</tr>
<tr>
<td><strong>11.</strong> Will fees apply if mattresses are delivered in a mixed load?</td>
<td></td>
</tr>
<tr>
<td><strong>12.</strong> Contact person’s name and title</td>
<td></td>
</tr>
<tr>
<td><strong>13.</strong> Contact person’s agency/company</td>
<td></td>
</tr>
<tr>
<td><strong>14.</strong> Contact person’s phone</td>
<td></td>
</tr>
<tr>
<td><strong>15.</strong> Contact person’s email</td>
<td></td>
</tr>
<tr>
<td><strong>16.</strong> Best newspapers/radio stations for promotion?</td>
<td></td>
</tr>
<tr>
<td><strong>17.</strong> Additional information</td>
<td></td>
</tr>
</tbody>
</table>

By initialing below, the parties agree that this Attachment E is hereby incorporated by reference into the original Agreement between the parties dated ________________.

MRC initials: _____  Service Provider initials: _____

---

October 10, 2019
Printed on Recycled Paper
ATTACHMENT F: FORM W-9 (REQUIRED)

<table>
<thead>
<tr>
<th>Form W-9</th>
<th>Request for Taxpayer Identification Number and Certification</th>
<th>Give Form to the requester. Do not send to the IRS.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Name</strong> (as shown on your income tax return). Name is required on this line; do not leave this line blank.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>2. Business name disregarded entity name. If different from above</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>3. Check appropriate box for federal tax classification; check only one of the following seven boxes:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>[ ]Individual sole proprietor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[ ]C Corporation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[ ]S Corporation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[ ]Partnership</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[ ]Trust/estate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[ ]Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>4. Exemptions (codes apply only to certain entities, not individuals). See instructions on page 9.</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>[ ]Exempt payee code (if any)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[ ]Exemption from FATCA reporting code (if any)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[ ]Applies to accounts maintained outside the U.S.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>5. Address (number, street, and apt., or suite no.)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>6. City, state, and ZIP code</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>7. List account number(s) here (optional)</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Part I: Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a nonresident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

**Note:** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<table>
<thead>
<tr>
<th>Social security number</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ]</td>
</tr>
<tr>
<td>or Employer identification number</td>
</tr>
<tr>
<td>[ ]</td>
</tr>
</tbody>
</table>

### Part II: Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because:
   a. I am exempt from backup withholding, or
   b. I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends on your tax return.
   c. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

### Sign Here

**Signature of U.S. person**

**Date**

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments, information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/f9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report an information return the amount paid to you, or other amounts reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-K (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1098-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners’ share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, if correct. See What is FATCA reporting? on page 2 for further information.

Cat. No. 10231X

Form W-9 (Rev. 12-2016)

October 10, 2019
Printed on Recycled Paper
Staff Report

DATE: September 20, 2019 For Meeting Of: October 10, 2019

FROM: Deirdre Hanners, Director of Environmental Health and Safety

SUBJECT: Item 2c) Approve Replacement of Cummings Road Landfill Air Compressor for Landfill Leachate Collection System

RECOMMENDED ACTION:
That the Board of Directors:
1) Approve the Purchase of the Air Compressor from Roger’s Machinery in the Amount of $21,450

SUMMARY:
This purchase will replace the 18-year-old air compressor that powers the Cummings Road Landfill leachate collection system.

The Cummings Road Landfill is required to maintain an active leachate collection system that is operated under the auspices of the California Regional Water Quality Control Board, North Coast Region. Order No. R1-2013-0014 Waste Discharge Requirements (WDRs) which lay out the requirements for Cummings Road Landfill’s 30-year monitoring plan. The proper collection and disposal of leachate is a critical component of the WDRs.

The existing compressor is 18 years old with over 115,000 hours of operation. The compressor was originally scheduled for replacement in FY 2022-2023, but due to a recent series of increasingly unexpected breakdowns and repairs, staff recommends replacement occurs in FY19-20 to prevent disruption of leachate collection.

Staff have received three quotes for replacing the compressor. The lowest quote is from Rogers Machinery Company, Inc., the vendor which manufactured the existing compressor and other equipment used at the Cummings Road Landfill. Staff recommends purchasing the compressor from Rogers Machinery Company, Inc. to maintain consistency of equipment and service.

The recommended purchase meets the same system specifications as the existing unit and is expected to have an operational life of 100,000 hours.

FISCAL IMPACTS:
This project has been identified in the Capital Improvement Plan for fiscal year 2022-23. However, in consideration of the need for replacement of the equipment at a much earlier date,
funding for this project will come from Undesignated Reserves. There will be no immediate impact to upcoming tip fees, and staff will consider methods for replenishing these reserves at mid-year, either from existing Capital Improvement Funds, Rate Stabilization Reserves or other savings recognized from ongoing operations.

ALTERNATIVES: Keep and repair as needed existing Leachate Compressor.

ATTACHMENTS:
Attachment 1: Three quotes for replacement of compressor
# Estimate

**ADDRESS**
Louis Pree  
Humboldt Waste Management Authority  
1059 W Hawthorne Street  
Eureka, CA 95503 USA

**SHIP TO**
Louis Pree  
Humboldt Waste Management Authority  
1059 W Hawthorne Street  
Eureka, CA 95503 USA

**ESTIMATE #** 1889  
**DATE** 09/13/2019  
**EXPIRATION DATE** 10/13/2019

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>QTY</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>New Equipment: KR40-100</strong></td>
<td>1</td>
<td>23,500.00</td>
<td>23,500.00</td>
</tr>
<tr>
<td>Rogers KR40-100: 40hp 110psi max 157cfm premium oil flooded rotary screw compressor package. 460v/3/60 mounted on a 200gal horizontal receiver tank.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>freight: Inbound Freight</strong></td>
<td>1</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Actual Shipping Charges to be added to invoice once received.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Hi Louis,

Thank you for the opportunity to quote your new equipment project. Please note that Tax and freight are not included on this estimate and will be added to the final invoice.

**TOTAL** $23,500.00

Accepted By

Accepted Date
Mr. Steve Wells
Kobelco KNW Air Compressors
(OFFICE 503/603-1955)

9/13/2019

Humboldt Waste Management Authority
1059 West Hawthorne St
Eureka CA 95503

Attention: Louis Pree

Mr. Pree, thank you for requesting a quote on a new rotary screw air compressor. We are pleased to present the following compressor for your consideration.

<table>
<thead>
<tr>
<th>Performance Data:</th>
</tr>
</thead>
<tbody>
<tr>
<td>157 SCFM @ 100 PSIG</td>
</tr>
<tr>
<td>110 PSIG Maximum Working Pressure</td>
</tr>
<tr>
<td>100 PSIG Operating Pressure</td>
</tr>
<tr>
<td>3562 rpm Compressor Speed</td>
</tr>
<tr>
<td>40 HP Motor Nominal Rating</td>
</tr>
</tbody>
</table>

1-only Rogers model KR40 rotary screw air compressor assembly direct driven by a 40 HP, 3600 RPM, 3/60/460-volt, ODP motor. Unit has an air-cooled aftercooler and oil cooler assembly, magnetic across-the-line starter assembly, is mounted on a 200 gallon horizontal air receiver and is enclosed in a sound dampening enclosure. The compressor uses CLS46 synthetic lubricant which is potentially good for 8,000 hours based on regular oil sampling. Compressor control panel provides the status and service indicators listed below:

- Power on indicator
- Operating compressor indicator
- Loaded compressor indicator
- Unloaded compressor indicator
- Standby indicator
- Inlet air filter service indicator
- Lubricant filter service indicator
- Compressor lubricant service indicator
- Separator element service indicator
- Motor bearings service indicator
- High air end discharge temperature
- High sump temperature
- Starter failure
- Main motor overload
- Cooling fan overload
- Reset buttons for all alarm conditions
- Historical list of up to 100 faults

Also, the following values are displayed:
- Compressor percent capacity
- Separator inlet temperature
- Pressure drop across air/lubricant separator elements
- Running hours
- Loaded hours
- Aftercooler discharge pressure

<table>
<thead>
<tr>
<th>Net Price for above compressor</th>
<th>$23,275.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shipping Weight = 3000 lbs.</td>
<td></td>
</tr>
<tr>
<td>Ships From = Rogers Factory in Centralia, Washington</td>
<td></td>
</tr>
<tr>
<td>Current lead time = 4 to 6 weeks after order is placed</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Price for factory start up</th>
<th>Included</th>
</tr>
</thead>
</table>

The warranty on the compressor is:
- One year on the assembly
- Five years on the air-end & motor

Thank you for the opportunity to provide this quote. Please feel free to let us know if you need anything else.

Sincerely,

Mr. Steve Wells
Kobelco KNW Series
(OFFICE 503/603-1955)
September 10, 2019

Humboldt Waste Management Authority
1059 W Hawthorne Street
Eureka, CA 95503

Attention: Louis Pree

Subject: Rogers KR-Series Rotary Screw Air Compressor Quote

As requested, we are pleased to quote on the following Rogers KR-Series rotary screw air compressor assembly and accessories to replace your existing compressor Quincy Northwest model IQ-F-40-T, serial number 040424.

**ITEM 1. KR-40-100 AIR COMPRESSOR**

**Operating Conditions & Performance:**
157 SCFM @ 100 PSIG
110 PSIG Maximum Full Load Working Pressure
100 PSIG Operating Pressure
3562 rpm Compressor Male Rotor Speed
40 HP Motor Nominal Rating
30.6 Package KW @ Full Load (Includes fan, motor and drive losses)

Rogers rotary screw air compressor assembly with air-cooled lubricant cooler, complete with a 40 HP, 3600 RPM, C-flange mounted, 3/60/460-volt, open drip proof, energy efficient motor meets or exceeds EISA standards, with a 1.25 service factor and is mounted on a 200-gallon horizontal air receiver, ASME coded for 200 PSIG, with pressure gauge, pressure relief valve and automatic tank drain. The assembly is complete with initial fill of Rogers CLS46 synthetic compressor lubricant and standard equipment, as listed.

Standard equipment:

a) Compressor air end with heavy-duty inlet valve
b) High efficiency 5:6 rotor profile
c) Slow rotor speed
d) Triple lip shaft seal
e) Direct driven at 3600 RPM with no high-speed gearing
Humboldt Waste Management   Page 2   September 11, 2019

f) Heavy-duty steel base
g) Removable wrap flex style coupling
h) OSHA coupling guard
i) Multi-stage air-lubricant separation system with sight glass
j) Spin-on full flow lubricant filter with relief valve, 12 microns
k) Air-cooled lubricant cooler with automatic temperature control
l) Inlet air filter/silencer with filter condition indicator on panel
m) ASME pressure relief valve
n) Minimum pressure discharge air check valve
o) Solenoid operated blowdown valve with muffler
p) Two (2) high temperature shutdowns
q) Lubricant level gauge
r) CSA listed control panel

GRAPHIC OPERATOR ACCESS TERMINAL

eGOAT Graphic operator access terminal with the following status and service indicators:

  a) Power on indicator
  b) Operating compressor indicator
  c) Loaded compressor indicator
  d) Unloaded compressor indicator
  e) Standby indicator
  f) Inlet air filter service indicator
  g) Lubricant filter service indicator
  h) Compressor lubricant service indicator
  i) Separator element service indicator
  j) Motor bearings service indicator

Also included are visual alarm and shutdown for the following conditions:

  a) High air end discharge temperature
  b) High sump temperature
  c) Starter failure
  d) Main motor overload
  e) Cooling fan overload
  f) Reset buttons for all alarm conditions
  g) Historical list of up to 100 faults

Digital display of the following values:

  a) Compressor percent capacity
  b) Separator inlet temperature
  c) Pressure drop across air/lubricant separator elements
d) Running hours  
e) Loaded hours  
f) Aftercooler discharge pressure

Connectivity features:

a) Ability to control up to 7 (seven) additional eGOAT controlled machines via RS485 (eGOAT option only.)  
b) Dry contacts for remote indication of a fault  
c) Ethernet TCP/IP communication  
d) Contacts installed to direct the load/unload of one additional sequence ready compressor (wiring between units by others.)

AFTERCOOLER

Air-cooled aftercooler with moisture separator and automatic condensate trap, mounted, pre-piped and tested.

MOTOR CONTROL

Magnetic X-line starter, 40 HP, 3/60/460 volt, in NEMA 1 enclosure with operator switch in compressor panel, mounted, wired and tested.

CONTROL OPTIONS

Standard dual control package to allow the compressor to operate in Manual (modulating) or Auto. In Auto the controls enable the compressor to operate in (#Load/Unload / #Low Unloaded Horsepower) mode with timed shutdown and automatic restart on a pressure signal.

SOUND ATTENUATING ENCLOSURE

Heavy duty powder-coated steel cabinet enclosure with hinged and latching access doors to reduce sound level (#82) dBA at 3' from cabinet, free field. Cabinet is ventilated by the compressor cooling fan which exhausts vertically.

TOTAL NET PRICE FOR ITEM 1 .................................................................$21,450.00

Approximate Shipping Weight ... 3,000 lbs.  
Shipping Point ... Centralia, Washington
FACTOR SERVICE

Our state-of-the-art control system provides you with an unprecedented opportunity to ensure long, trouble-free operation of your compressor. When you purchase a Rogers compressor assembly you receive our factory monitored preventive maintenance program at no additional charge. Simply call us, day or night if your graphic operator access terminal indicates a fault.

You are also entitled to participate in our factory service program. Our service department will put you on a regular service program that will provide notification, at no cost, when routine maintenance is due. We will provide needed maintenance parts, at a discount, and labor (if requested) to maintain your compressor at peak operating efficiency.

NET PRICE................................................................. INCLUDED

SERVICE GUARANTEE

If you notify us that you have an emergency and require a standard part or service for your Rogers compressor, we will ship the part and/or initiate the service within 24 hours, or you will not have to pay for either or both.

NET PRICE...................................................................... INCLUDED

WARRANTY:

Our warranty on the compressor assembly quoted is as follows:

a) One (1) year on the complete assembly
b) Five (5) years on the air-end
c) Five (5) years on the motor

A five (5) year warranty covering the entire assembly, when coupled with our factory service program, is available for this compressor as explained in bulletin enclosed.

SERVICE CONSIDERATIONS

When you purchase a compressed air system from us, you get a product of the highest quality, and a commitment to provide you service on a 24-hour/day, 7-day/week basis. Prices quoted include the services of a factory trained field engineer to assist in the start-up of the compressor and accessory equipment, and to train your maintenance personnel. Our intent is to have an installation we can both be proud of and one that will perform reliably for you.

Our Factory Monitored Preventive Maintenance Program has the following components:
a) A log sheet to provide daily readings of important operating parameters taken by you and reviewed by us on a monthly basis. This program will insure that developing service problems are discovered and the solution diagnosed quickly. This program is included in the sale price.

b) Our computer generated Service Reminder Program will provide a telephone call to your designated maintenance person when regularly scheduled preventive maintenance is due to be performed on this equipment. At that time, we can supply the service recommendations, parts and, if you choose, a trained service technician to perform the service at a time of your choosing. (The parts, labor and mileage of the service technician will be charged on a time and material basis.)

Estimated time of delivery on the equipment quoted will be **four to six (4-6) weeks** after receipt of order, subject to confirmation at time of sale.

All component parts for Quincy Northwest air compressors are stocked in all our Branches. Complete service facilities are available from all our Branches on a 24-hour/day, 7-day/week basis.

All prices quoted are net Ex Works Shipping Point. All prices quoted are firm for thirty (30) days from this date. Our terms of payment are net 30 days, subject to credit approval. **Prices quoted do not include freight, installation, Federal, State or local taxes.**

Thank you for your continued interest in our equipment. If you have any questions or would like additional information, please contact us.

Best Regards,

ROGERS MACHINERY COMPANY, INC.

Tony Giraud-Branch Manager

Enclosures

h:\12\sales\quotes\qnw\fseries\f40\humboldt waste mgmt 120817.doc
## KR Series Performance Data and Dimensions

<table>
<thead>
<tr>
<th>Model</th>
<th>Motor HP</th>
<th>Max Pressure (AC.FM)</th>
<th>Flow (AC.FM)</th>
<th>RPM (nominal)</th>
<th>Length (inches)</th>
<th>Width (inches)</th>
<th>Height (inches)</th>
<th>A/C Weight (lbs.)</th>
<th>W/C Weight (lbs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>KR-20-100</td>
<td>20</td>
<td>110</td>
<td>92</td>
<td>3600</td>
<td>72</td>
<td>40</td>
<td>48</td>
<td>1900</td>
<td>1800</td>
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<td>135</td>
<td>74</td>
<td>3600</td>
<td>72</td>
<td>40</td>
<td>48</td>
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<td>KR-20-150</td>
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<td>53</td>
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<td>87</td>
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<td>68</td>
<td>5000</td>
<td>4800</td>
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<td>KR-75-125</td>
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Air delivery in accordance with ISO-9300 and ISO-1217. All data subject to change without notice. Allow at least 36° service clearance around assembly and 42° of clearance in front of electrical panels.

rogers-kseries.com

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October 10, 2019
Printed on Recycled Paper
# KRV Series Performance Data and Dimensions

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<th>Motor HP</th>
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<th>Max Pressure (PSI)</th>
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*Air delivery in accordance with ISO-9300 and ISO-1217. All data subject to change without notice. Allow at least 36" service clearance around assembly and 42" of clearance in front of electrical panels.*
Inside the KR/KRV Series

ROGERS® delivers an ecologically friendly and energy efficient compressor design.

Inlet Control Valve
Rugged design for reliable capacity control.

Oversized Heat Exchangers, Moisture Separator and Auto Drain
Cools lubricant and air while removing up to 80% of moisture from airstream.

Inlet Filter/Silencer
Low pressure drop element.

Lubricant Filter
Spin-on, full-flow, 12μ, high-efficiency element(s).

Sound Enclosure
Where quiet operation is required, heavy duty powder coated steel construction.

Compressor
Control (not shown)
Status indicators with easy-to-read interface including patented Percent Capacity display.* MODBUS remote communication is standard.

Starter Panel (not shown)

Fan
Low sound squirrel cage fan(s) with TEFC motors.

Motor
- Standard, high efficiency, C-Flange, ODP, NEMA frame motors.
- TEFC available option.

Air/Lubricant Separator
High efficiency, reliable, multi-stage separation.

Air End
Designed and built for high performance and longevity.

Rogers model KRV-125-100 shown.

* U.S. Patent No. 3,747,404
The Heart of the Compressor’s Reliability and Performance

Heavy Duty Inlet Valve
Provides reliable capacity control in all operating modes.

C-face Motor Mount
Ensures extended coupling life, quieter operation and ease of maintenance.

Rugged Triplex Bearings
Provides significantly longer life.

Flexible Coupling (not shown)
Protects the air end and motor.

Triple Lip Shaft Seal
With scavenger line back to the air end, provides unequaled reliability and leak protection.

The Assembly Offers...

Triplex Bearings
Rated at 130,000 hours of operation (8-10 bearing life) with a superior three-bearing arrangement which consistently outlasts competitive designs.

Shaft Seal
The KR / KRV Series triple-lip shaft seal is more reliable and longer lasting than a mechanical seal.

ROGERS\textsuperscript{TM} CLS-46 Lubricant
Specifically formulated for Rogers rotary screw air compressors. CLS-46 assures long air end life and fewer lubricant changes.

High-Efficiency Rotor Design
Maximizes air flow while requiring minimal energy input. Years of development have improved efficiency more than 20% over earlier designs.

Energy Efficient
The 5:6 rotor profile, lubricant injection and discharge porting is designed for optimal performance with high volumetric efficiency.

Slow Speed Rotors
Direct driven, non-gereed design. The male rotor runs at motor speed maximizing efficiency and longevity while reducing noise levels.

Warranty
Our standard 5 year air end and motor warranty is the best combined warranty in the industry.
Compressor Control
Optimum performance with efficient pressure and flow control. The microprocessor control monitors, regulates, protects and communicates. Machine status, service and repair conditions are communicated through lights and text display. Our standard controller features MODBUS for remote control and monitoring. Optional PLC controls available with a high resolution touch screen panel.

Air/Lubricant Separator
This five stage system produces less than 2 PPM (w) lubricant carryover. Complete with sight glasses for lubricant level and scavenging lines.

Air End
Direct drive design increases efficiency and longevity. The 5:6 rotor profile design eliminates air flow losses while the housing optimizes lubricant injection and discharge porting to maximize volumetric efficiency. Our C-face motor mounting is standard throughout the product range.

Rogers Machinery Co., Inc.
The Company
From our founding in 1949, Rogers Machinery has designed, built and serviced compressed air systems and other plant utility equipment. Rogers operates manufacturing facilities in Portland, Oregon and Centralia, Washington and provides 24/7 availability of Sales, Parts and Service personnel to best support our customers in the field. We maintain an extensive inventory of parts for service and repair. We stand by our equipment with a commitment to excellence that is respected throughout the industry.

Innovation
The Rogers KR/KRV Series compressors represent a compilation of features designed to provide “best in class” performance. Features such as advanced inlet filtration, low pressure loss inlet
...The Right Choice

valves, efficient 5:6 rotor profiles, low lubricant carry-over separation, high capacity coolers and highly effective moisture removal all add up to give you the most effective compressor you can install today.

Systems

The KR / KRV Series generous enclosing cabinet design, easily opened and removeable hinged doors make for easy access to monitor, maintain and repair the assembly. Periodic maintenance such as filter and lubricant changes are made easy. Energy saving, high reliability and low total cost of ownership are fundamental design features of the machines. Our representative will help you select the right compressed air treatment and storage equipment with a systems approach that ensures you have the correct air quality, pressure and air flow to your plant.

Inlet Control Valve

The large cast housing operates smoothly and reliably for efficient air flow within a narrow pressure band and operates in multiple control modes.

Inlet Filter/Silencer

The first stage of air treatment, designed to protect lubricant, compressor and system. The dry-type element and housing are selected for minimum pressure drop and maximum dirt carrying capacity.

Variable Speed Drive

The KRV Series includes a heavy duty control designed to match demand with flow. It is a blend of a robust power platform and a state-of-the-art control scheme. The drive provides a soft start and the ability to operate efficiently through the compressor's capacity range by matching flow to demand, while maintaining a high level of pressure control.

Variable Speed Drive Cooling Fan (Standard) 150hp or Larger

The control loop for our VSD cooling fan manages heat rejection while saving significant power and lowering fan noise.
A Few Industries Where Our Compressors Operate

Our high performance, durable compressed air systems are used extensively in many industries. Operating consistently and reliably in demanding conditions, they help keep your plants running efficiently, 24/7.

Wood Products
Lumber and plywood mills, flooring and millwork facilities, window and door manufacturers, all depend on Rogers compressors in their plants.

Metals
Smelters, foundries, forges, pipe plants, rebar manufacturers and machine shops use Rogers compressors in their operations. Over-sized heat exchangers and water-cooled trim coolers are options Rogers offers that are widely used in the metals industry.

Wastewater and Water Treatment
Water and wastewater treatment plants use Rogers compressors in pumping, valve positioning, mixing and aeration applications. They are also used with air jets in critical screen blasts, cleaning and maintenance operations.

Glass and Plastics
Rogers compressors can be relied upon in the automation of glass and plastic forming, blowing and finishing. Throughout the manufacturing process they provide consistent, uniform force in applications such as blow molding, presses, sandblasting, etching, cooling and vacuum lifting for sheet handling.

Beverages
Sparkling beverage bottlers, brewers, vintners, distillers, juice, tea and other beverage producers depend on Rogers compressors. Applications include capping bottles, cans and kegs, automated bottle and keg washing machine setups, and vintners’ pneumatic bladders for juice presses, filters, screens and climate controls for storage spaces.*

Food Processing and Packaging
Rogers compressors can be relied upon to provide air system solutions that are crucial in the safety and efficiency of processes across the food industry. Applications include the standard practice of transferring liquids and granular material from trucks and rail cars through pneumatic systems; cleaning, spraying, pressing dough, and flour handling in bakeries; operating can-filling machines, cooking and sterilizing in canneries; and stuffing, testing packaging, pumping water and operating presses, and cutting machines in food manufacturing.*

* USDA approved food grade lubricants available for use in F1 applications.
Commitment to Service and Support

Unequaled Commitment to Customer Service

Sales
To ensure your satisfaction, our experienced and professional sales staff make recommendations based on your needs, requirements and specifications.

Engineering
Our compressors are designed for all industrial users, large or small. They are customized to suit unique application needs.

Assembly and Testing
Our expert technicians complete assembly and testing in our Centralia, Washington facility. They work directly with the engineering, sales and application personnel involved with your order, an important factor in delivering quality assemblies within the time frame you specify. Our quality assurance inspectors check each assembly before shipment to ensure the equipment meets your requirements.

Start-up Services
After your compressor has been installed our field service technicians will visit your plant to:

- Inspect installation
- Perform start-up of compressor
- Ensure proper operation
- Train your personnel on operations and maintenance
- Review factory service program

Planned Maintenance and Repair
Rogers commitment to continuous training, investment in personnel and tools keeps your compressed air and vacuum systems running at optimal performance.

Mobile Service Tablets
Our technicians utilize wireless connected MILSPEC, extreme-duty, pen-enabled tablet technology. Our Remote Service Application (RSA) manages machine maintenance, troubleshooting, and repair. These systems operate 24/7. Machine service history, operating hours, and work order documentation are all simplified with this powerful mobile tool.
ROGERS Machinery Company, Inc.
3509 Galvin Rd.
Centralia, WA 98331
Phone: 360-736-9356
Fax: 360-736-8630
eMail: rogers-kseries@rogers-machinery.com
www.rogers-kseries.com

ROGERS K
family of compressors and vacuum pumps
Staff Report

DATE: August 15, 2019

FROM: Jill K. Duffy, Executive Director

SUBJECT: Item 2d)
Consider Approval of Agreement between HWMA and County of Humboldt to Provide California Integrated Waste Management Act Compliance and Waste Reduction Services.

RECOMMENDED ACTION: Voice vote.
1) Consider approving Agreement between HWMA and County of Humboldt for the Authority to provide California Integrated Waste Management Act Compliance and Waste Reduction Services on behalf of the County from July 1, 2019 through June 30, 2022; and,
2) Authorize the Chair to sign the Agreement.

DISCUSSION:
Staff requests that the Board approve a 3-year agreement with the County of Humboldt for AB 939 waste reduction and compliance activities, effective July 1, 2019 through June 30, 2022. The Humboldt County Board of Supervisors is tentatively scheduled to consider this Agreement at an upcoming board meeting.

The purpose of the Agreement enables HWMA to act on behalf of the County of Humboldt to administer CalRecycle compliance activities in accordance with the California Integrated Waste Management Act, AB 939 diversion mandates, and work towards regional and state directed 75% waste diversion goals.

HWMA and the County have implemented similar agreements since 2006, when staffing positions related to state compliance and diversion programs moved from Humboldt County’s Department of Health and Human Services Environmental Health Division to Humboldt Waste Management Authority. This agreement was last entered into on July 1, 2014 covering the period to June 30, 2019.

HWMA and County staff in the Division of Environmental Health and Department of Public Works, and legal counsel collaborated to review and revise, as necessary, the former agreement.

FISCAL IMPACT:
Under the proposed agreement, HWMA will continue to collect the County apportioned AB 939 pass thru fee, anticipated in FY 19-20 to generate $72,581.09. Funds retained from the AB939
pass-through fee and education expenses are fully funded under the Fiscal Year 2019/2020 budget.

STRATEGIC PLAN OBJECTIVE:

1.8 - Set a Regional Diversion Target of 75%. Approval of this request will assist in the objective of supporting greater County diversion activities and education.

2.4 - Compile Franchised Haulers’ Diversion Reports. Approval of this request helps the County track curbside recycling and organics diversion programs.

2.6 - Expand Public Education; Approval of this request will assist in the objective of supporting expanded public education including classroom education and AB 341 Mandatory Commercial Recycling.

ALTERNATIVES:

Board’s Discretion

ATTACHMENTS:

A. Draft Agreement for the period of July 1, 2019 through June 30, 2022
AGREEMENT BETWEEN THE COUNTY OF HUMBOLDT AND
THE HUMBOLDT WASTE MANAGEMENT AUTHORITY TO
PROVIDE COMPLIANCE AND WASTE REDUCTION SERVICES

This Agreement is entered into this ____ day of ______________, 20___ (“Agreement”), by and between the County of Humboldt, a political subdivision of the State of California (hereinafter “Member Agency”), and the Humboldt Waste Management Authority, a joint powers agency (hereinafter “Authority”).

RECITALS

WHEREAS, the Authority is a joint powers agency created pursuant to the provisions of Government Code Sections 6500 in order to provide the economic coordination of solid waste management and disposal services, and the County of Humboldt is a member agency of the Authority; and

WHEREAS, Section 6.6 of the Authority’s Joint Exercise of Powers Agreement authorizes the Authority to provide other related waste management duties for member agencies, provided such services are paid for solely by the contracting member; and

WHEREAS, the Member Agency and Authority desire to enter into an agreement whereby the Authority will provide California Integrated Waste Management Act (Public Resources Code §§ 40000 et seq., and Title 14 California Code of Regulations (“CCR”), Division 7, Chapter 9, Section 18700 et seq., collectively referred to as the California Integrated Waste Management Act “CIWMA”) services for the Member Agency on the terms below.

NOW THEREFORE, based on the mutual conditions and covenants recited herein and made a material part hereof, the parties agree as follows:

1. Services To Be Provided. The Authority shall perform those services described in the Scope of Work attached hereto as Exhibit “A” and incorporated herein as material term(s) of this Agreement. All services shall be performed consistent with applicable local and state law, including but not limited to the CIWMA. The Member Agency authorizes the Authority to request relevant solid waste and recycling data from the Member Agency’s franchise solid waste haulers for purposes of performing any services under this Agreement.

2. Term of Agreement. This Agreement shall become effective on July 1, 2019, and shall remain in effect until June 30, 2022, unless sooner terminated as provided herein. The term of this Agreement may be extended upon the written consent of the parties.

3. Early Termination.
a. This Agreement may be terminated for any reason by either party with ninety (90) days written notice to the other party. If California Department of Resources Recycling and Recovery (“CalRecycle”) issues any compliance order according to Title 14 of CCR section 18772, the Member Agency may terminate this Agreement with thirty (30) days written notice to the Authority.

b. This Agreement may be terminated by either party for cause, defined as the breach of a material provision of this Agreement, with thirty (30) days written notice to the other party, provided that the party alleging material breach has previously delivered a notice of default and opportunity to cure within 30 days, and the default has not been cured.

In the event of any termination under Section 3, the Authority will be entitled to invoice the Member Agency and to receive payment for all acceptable services performed or furnished and all reimbursable expenses incurred through the effective date of termination.

4. Compliance With Laws. Each party agrees to comply with all federal, state and local laws and regulations applicable to its performance under this Agreement.

5. Payment for Services. Authority services will be funded from CalRecycle funds available for the specific activity, and from the Member Agency’s quarterly “County/Cities AB 939 Program 1” payments from the Authority.

6. Record Retention and Inspection.

   a. Maintenance and Preservation of Records. Authority agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the services provided hereunder. All costs incurred by the Authority in satisfying this maintenance and preservation of records obligation shall be borne by the Member Agency, including, but not limited to, staff time at fully burdened rates.

   b. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of Authority, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after

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1 HWMA’s County Wide Program Fees are set annually through the HWMA budget review process for the following categories: Administration, Household Hazardous Wastes, Cummings Road Landfill Maintenance, Illegal Dumping and Clean-up Funds, Rural Container Program, County/Cities AB393 Programs, Table Bluff Landfill, and the Local Enforcement Agency.
final payment under this Agreement. Authority hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by Member Agency and any duly authorized local, state and/or federal agencies. Authority further agrees to allow interviews of any of its employees who might reasonably have information related to such records by Member Agency and any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.

7. Monitoring. Authority agrees that Member Agency has the right to reasonably monitor all activities related to this Agreement, including, without limitation, the right to review and monitor Authority’s records, programs or procedures, at any time, as well as the overall operation of Authority’s programs, in order to ensure compliance with the terms and conditions of this Agreement. However, Member Agency is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by Authority pursuant to the terms of this Agreement. All costs incurred by the Authority in satisfying any monitoring request shall be borne by the Member Agency, including, but not limited to, staff time at fully burdened rates.

8. Nuclear Free Humboldt County Ordinance. Authority certifies by its signature below that it is not a Nuclear Weapons Contractor, in that Authority is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. Authority agrees to notify Member Agency immediately if it becomes a Nuclear Weapons Contractor as defined above. Member Agency may immediately terminate this Agreement if it determines that the foregoing certification is false or if Authority subsequently becomes a Nuclear Weapons Contractor.

9. Indemnification. Each party to this Agreement shall indemnify, defend and hold harmless the other party hereto and their respective officers, agents, and employees, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney’s fees, which arise by the virtue of its own acts or omissions (either directly or through or by its officers, agents or employees) in connection with its duties and obligations under this Agreement and any amendments hereto.

10. General Insurance Requirements. Without limiting the parties’ indemnification obligations provided for herein, each party will maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability insurance, comprehensive automobile insurance, workers’ compensation and professional liability policies.

11. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this MOU shall be sent to the addresses set forth below in accordance with the notice provisions described herein.
MEMBER AGENCY   AUTHORITY
County of Humboldt   Executive Director
Attn: Risk Management Humboldt Waste Management Authority
825 5th Street, Room 131 1059 West Hawthorne St
Eureka, CA 95501   Eureka, CA 95501

12. **Relationship of Parties.** The parties intend that the Authority, in performing services herein specified, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. The Authority is not to be considered an agent or employee of Member Agency, and is not entitled to participate in any pension plans, worker's compensation insurance, or similar benefits that Member Agency provides for its employees.

13. **Notices.** Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and served personally, or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

MEMBER AGENCY   AUTHORITY
County Administrative Officer Executive Director
County of Humboldt Humboldt Waste Management Authority
825 5th Street 1059 West Hawthorne St
Eureka, CA 95501 Eureka, CA 95501

14. **Waiver, Modification or Amendment Ineffective Unless in Writing.** No waiver or modification of this Agreement, the Scope of Work, or any covenant, condition, or limitation herein contained, shall be valid unless in writing and duly executed by the parties to be charged therewith. Modifications to the Scope of Work may be made administratively if set forth in writing and signed by each party's duly authorized representative; provided, however, that any modification which either increases the cost to Member agency or alters the basic purpose of the Agreement may be made only with prior written approval of legislative bodies of both parties.

15. **Provisions Required by Law.** This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the provisions, terms or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

16. **Counterparts.** This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as
delivery of an original executed copy of this Agreement, and any amendments hereto, for all purposes.

17. Designated Representatives. With the execution of this Agreement, the Authority and Member Agency shall designate specific individuals to act as their respective representatives regarding the services to be performed or furnished under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and implement the contract on behalf of each respective party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first hereinabove written.

MEMBER AGENCY:

Title: 

Date: _________________________

Attest:

Date: _________________________

Clerk of Member Agency

HUMBOLDT WASTE MANAGEMENT AUTHORITY:

Chair of the Board
Humboldt Waste Management Authority

Date: __________________________

Attest:

Date: __________________________

Clerk,
Humboldt Waste Management Authority

LIST OF EXHIBITS

Exhibit A – Scope of Work
Exhibit B – Sample Budget for Providing Compliance & Waste Reduction Services
Exhibit C – Sample Implementation Plan
EXHIBIT A
SCOPE OF WORK

A. City/County Payment Program Activities

The Authority will oversee administration of CalRecycle’s City/County Payment Program (CCPP) Funds allocated to the Member Agency in accordance with the California Beverage Container Recycling and Litter Reduction Act (CBCA) as specified in California Public Resources Code (PRC) sections 14500 et. seq. The Authority will provide the following services:

1. Each fiscal year, the Authority will complete a CCPP application on behalf of the County, submit the application to CalRecycle, and receive direct payment of the Member Agency’s CCPP funds. The application will be responsive to CalRecycle’s annual notice of funding specific to the Member Agency. The Authority will perform CCPP activities only if the Member Agency is awarded funding or provides alternate and equal funding to the Authority.

2. The Authority will provide recycling and litter reduction activities as approved by the Member Agency and in compliance with the provisions of PRC section 14581(a)(3)(b) of the CBCA. Eligible activities include, but are not limited to, support for new or existing curbside recycling programs, neighborhood drop-off recycling programs, public education promoting beverage container recycling, litter prevention, and cleanup, cooperative regional efforts among two or more cities or counties, or both, or other beverage container recycling programs. Funds may not be used for activities unrelated to beverage container recycling or waste reduction.

B. California Integrated Waste Management Act (CIWMA) Implementation and Compliance

The Authority will provide the following CIWMA compliance services on behalf of the Member Agency:

1. Electronic Annual Reporting (EAR) to CalRecycle

No later than August 1 of each year, or later date if extended by CalRecycle, prepare an annual progress report as required by PRC section 41821, according to the procedures and requirements of Title 14 of the CCR sections 18794.0 through 18794.5. The report will encompass the previous calendar year, January 1 to December 31, inclusive, and will summarize the Member Agency’s annual disposal tonnage and progress in reducing solid waste as required by PRC section 41780. A copy of the report will be provided to the Member Agency.

2. Compliance and other Responsibilities
a. Assist with the Member Agency’s annual CalRecycle jurisdictional review. The yearly conference call and site visit administered by CalRecycle will be coordinated by HWMA staff, in conjunction with County of Humboldt staff as delegated by the County Administrative Officer. The Authority may request a County representative to arrange access to Member Agency facilities and properties as necessary to meet jurisdictional review requirements.

b. Respond to requests for information from CalRecycle concerning the Member Agency’s compliance with the CIWMA. The Authority’s written responses regarding compliance will be provided to the County Administrative Officer’s designee for review prior to forwarding to CalRecycle, unless the item is for information or minor clarification.

3 Preparation of the 5th Five-Year CIWMP

No later than September 1, 2021, HWMA will prepare the draft 5th Five Year CIWMP for review by the County Administrative Officer’s designee. The plan will be prepared consistent with PRC Section 41822, according to the procedures and requirements of Title 14 of the CCR sections 18784-18788. The report will include the period of January 1, 2017 through December 31, 2022 and will provide required information. Following review and administrative approval, HWMA will forward the 5th Five-Year Plan to the Solid Waste Local Task Force for review and adoption. A copy of the final approved document will be submitted to CalRecycle by January 31, 2022. A copy of the report will be provided to each jurisdiction.

4. CIWMA Waste Reduction Activities

No later than July 1 of each year, provide the County Administrative Officer’s designee with a draft County of Humboldt CIWMP Implementation Plan (see Exhibit C) and draft Fiscal Year Budget (see Exhibit B) outlining proposed activities and anticipated costs for the upcoming fiscal year. The Member Agency will respond with any proposed revisions within 14 days receipt of the draft Implementation Plan and Budget. The following types of waste reduction activities may be implemented by HWMA as requested:

a. Outreach and Promotional Activities

Coordinate outreach and promotional activities for waste reduction events and programs as agreed to and shown on “County of Humboldt CIWMP Implementation Plan”

b. Waste Reduction Assistance

i. Collect and compile existing data so that the Member Agency may evaluate its existing diversion programs.

ii. Consult with County Administrative Officer’s designee as necessary to give updates about and complete the tasks outlined in this Scope of Work.
EXHIBIT B
SAMPLE BUDGET FOR PROVIDING COMPLIANCE AND WASTE REDUCTION SERVICES TO COUNTY OF HUMBOLDT
FY XX/XX

<table>
<thead>
<tr>
<th>City/County Payment Program Activities (CCPP):</th>
<th></th>
</tr>
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<tbody>
<tr>
<td>Complete and submit CCPP Grant Application</td>
<td>$ XXX.XX</td>
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<table>
<thead>
<tr>
<th>California Integrated Waste Management Act Activities:</th>
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<tbody>
<tr>
<td>Electronic Annual Report (EAR)</td>
<td>$XXX.XX</td>
</tr>
<tr>
<td>Gather Solid Waste Data for EAR</td>
<td>$XXXX.XX</td>
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<tr>
<td>Gather Diversion Data for EAR</td>
<td>$XXX.XX</td>
</tr>
<tr>
<td>Complete and Submit EAR to County and CalRecycle</td>
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</tr>
<tr>
<td>Advertising for AB 341 or Other Legislation</td>
<td>$XXX.XX</td>
</tr>
<tr>
<td>CalRecycle Yearly Conference Call/Site Visit</td>
<td>$XXX.XX</td>
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<tr>
<td>“County of Humboldt CIWMP Implementation Plan Year End Status” memo</td>
<td>$XXX.XX</td>
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</table>

| Total Available AB939 Pass-Through Withheld ($XX.XX/ton) as Authorized by PRC§ | $XXXX.XX |

| Total Estimated Cost | $XXXX.XX |
## FY XX-XX AB 939 Implementation Plan (county) [SAMPLE]

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<tr>
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<th>Status</th>
<th>Notes</th>
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<td>Initiated/Completed/Postponed</td>
<td>Funding supplied by HWMA.</td>
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<tr>
<td>July 1 20XX</td>
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<tr>
<td>July 15 20XX</td>
<td>Initiated/Completed/Postponed</td>
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### Implementation Plan and Budget

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<td>Funding supplied by HWMA.</td>
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<tr>
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<td>Not eligible for funding</td>
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### City County Payment Program

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<td>May 20XX</td>
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### CIWMA Compliance Services

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<tr>
<td></td>
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</tbody>
</table>

### Public Outreach Projects

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<th>Notes</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Ongoing</td>
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</table>

### Waste Reduction Assistance

<table>
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<tr>
<th>Date Completed</th>
<th>Status</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>By Request</td>
<td>Initiated/Completed/Postponed</td>
<td>The following are sample activities added to annual implementation plan following discussion between HWMA and County Staff.</td>
</tr>
</tbody>
</table>

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**AB341 Mandatory Commercial Recycling [SAMPLE]**

- Advertise generalized AB341 info
- Gather recycling and solid waste data from haulers for use in EAR
- Gather details of AB341 work completed by County staff for EAR

**AB1826 Mandatory Commercial Organics Recycling**

- Advertise generalized AB1826 info
- Gather AB1826 related data from haulers for use in EAR
- Gather details of AB1826 work completed by County staff for EAR

### Other Projects

- Research Policies/Procedures/Legislation related to AB 939 mandates
- Purchase materials to assist in implementation of AB939 mandates
- Participate in Working Groups, Conferences, Meetings

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October 10, 2019
Printed on Recycled Paper
Staff Report

DATE: July 16, 2019

FROM: Jill K. Duffy, Executive Director

SUBJECT: Item 4)

Approve Professional Services Agreement with Cascadia for Waste Characterization Study

RECOMMENDED ACTION: Voice vote.

1) Approve Resolution 2020-05 “A Resolution Of The Humboldt Waste Management Authority Board Of Directors Approving A Service Agreement With Cascadia Consulting Group For A Waste Characterization Study”; and

2) Direct the Chair to Execute an “Agreement Between HWMA and Cascadia Consulting Group for Update of the Waste Characterization Study for HWMA & Member Agencies”;

3) Provide Additional Direction as Appropriate

DISCUSSION:

Staff recommends the Board consider approval of an agreement with Cascadia Consulting Group to perform an update of HWMA’s waste characterization audit using the same design, sampling methodologies and analysis used for the 2010-2011 Waste Characterization Study.

In 2010-2011, HWMA completed a comprehensive two season waste characterization study by contracting with Cascadia Consulting Group to perform detailed audits of customer wastes. The audit provided a clear breakdown of the types and volume/tonnage of materials sent to landfill and enabled the Authority and member agencies to identify potentially recyclable materials. The information was used to assist in goals for the 2013 Strategic Plan, identify specific diversion opportunities and diversion program development (i.e. carpet, mattress and organics collection pilot project) implemented by HWMA. Member agencies have also used the information from this audit to prioritize efforts to meet state jurisdiction diversion goals and specific actions within their jurisdictions.

Staff recommends HWMA enter into an agreement with Cascadia Consulting Group to conduct an audit to examine and compare changes from the 2010 baseline information. The audit results can assist in identifying commercial packaging shifts, technology trends (e.g. e-cigarettes) and potentially quantify diversion efforts (recyclable or organic percentage shifts). This information will be collected from HWMA member agencies and specific generating sectors includes residences, commercial businesses, self-haulers (from HWMA member agencies) and construction and demolition activities received at the Hawthorne Street Transfer Station.
Data will be collected during two sampling events conducted during July 2020 and February 2021, with approximately 200 samples collected and analyzed from HWMA and our member agencies.

Additionally, HWMA has reached out to non-member agencies such as the cities of Fortuna and Trinidad, as well as Humboldt State University and College of the Redwoods to offer those entities an opportunity to participate in this data collection and audit effort at their cost. No formal response or interest has been received to date.

**FISCAL IMPACT:**
Total project cost for HWMA is in the amount of $146,651 over in fiscal year FY 20-21. This project was included in the FY 2019-20 budget in anticipation of commencing February 2020 however delays resulted in revising the study timeline. Staff recommends the Board encumber funds from FY 2019-20 budget to be applied to the FY 2020-21 Budget.

**ALTERNATIVES:**
Alternatively, the Board could:

1) Direct staff to prepare a Request for Proposals for the Board’s consideration.
2) Decline to conduct the waste characteristic study and have interested jurisdictions secure their own independent consultants to perform the study. This is not recommended as the ability to achieve administrative, maintain similar sampling windows and mobilization cost efficiencies will be more expensive on a jurisdiction by jurisdiction basis.

**ATTACHMENTS:**
1. Resolution 2020-05 “Approving A Service Agreement with Cascadia Consulting Group for a Waste Characterization Study”
2. Professional Services Agreement Between HWMA & Cascadia Consulting Group for Waste Characterization Services
RESOLUTION NO. 2020-05
A RESOLUTION OF THE
HUMBOLDT WASTE MANAGEMENT AUTHORITY BOARD OF DIRECTORS
APPROVING A SERVICE AGREEMENT WITH CASCADIA CONSULTING GROUP
FOR A WASTE CHARACTERIZATION STUDY

WHEREAS, the State of California, through the Integrated Waste Management Act of 1989, finds and declares that the amount of solid waste generated in California, coupled with diminishing landfill space and potential adverse environmental impacts from landfill disposal, has created a need for state and local agencies to enact and implement an aggressive integrated waste management program with the goal of meeting 75% diversion by the year 2020; and

WHEREAS, the Humboldt Waste Management Authority (“HWMA”) is responsible for receiving and disposing of approximately 75,000 tons of municipal solid waste annually and approved the 2013 Strategic Plan which provided a blue-print of waste reduction and diversion goals for implementation; and

WHEREAS, in July 2010, HWMA conducted a competitive solicitation through a request for proposals (“RFP”) seeking a consulting firm to perform a baseline Waste Characterization Study for HWMA which was awarded to Cascadia Consulting Group and cumulated in a comprehensive audit released in March 2011 used to assist in the development of diversion programs and quantified potentially recoverable materials (e.g. recoverable recyclable materials, organics etc.); and

WHEREAS, over the past nine years the State of California continues to expand integrated solid waste management and source reduction opportunities requirements of specific materials as well as diversion programs supported by extended producer responsibility organizations (i.e. CarpetCare, Mattress Recycling), the City of Eureka implemented universal mandatory collection service – including curbside recycling, and other member agencies are implementing and/or working to standardize voluntary curbside collection service for solid waste, recycling, green-waste, bulky item pick up services where available, and HWMA has implemented diversion services such as carpet recycling, paint-reuse, mattress recycling, no-charge residential hazardous waste disposal, batteries and Sharps disposal, and supports pharmaceutical collection and disposal, in addition to grant funded programs for free tire disposal and recycling, and oil recycling services; and

WHEREAS, during this time period material compositions and volumes have shifted due to recovery from 2008 post-recession and market forces such as continued decline in newspaper generation, office-type papers due to increased use of electronic transmission, and increases in cardboard products related to on-line shopping and shipping, plastic products generation from durable goods and container and packaging categories, and impacts associated with China’s National Sword policy of 2018; and

WHEREAS, in 2014 Cascadia Consulting Group was commissioned to conduct a comprehensive Waste Characterization Study for the State of California using the standards and protocols developed in the 2004 and 2008 statewide characterization studies, and included HWMA’s Hawthorne Street Transfer Station as one of the audit locations which benefited HWMA by comparable data analysis and trend determination between 2010 and 2014; and
WHEREAS, up to date information on the types and amounts of materials generated by HWMA member agencies will assist in identifying where changes are needed to achieve California’s 75% diversion goal; and

WHEREAS, the Solid Waste Local Task Force received the draft proposal for a Waste Characterization Study at their July 11, 2019 meeting and voted unanimously to recommend the HWMA Board consider approval of the consultant and proposal, and to invite the participation of the cities of Trinidad and Fortuna, Humboldt State University and College of the Redwoods – at their cost; and

WHEREAS, pursuant to California Government Code §4526, a public agency may enter into a partially or wholly exclusive professional services on the basis of specialized and demonstrated competence and professional qualifications necessary for the satisfactory performance of the required services without competitive solicitation; and

WHEREAS, pursuant to HWMA Policy 4050.3.1, the retention of professional services estimated to cost more than $20,000 requires the distribution of a Request for Proposals (RFP), the evaluation of proposals by a team chosen by the Executive Director, and Board review of the Executive Director’s recommendation with subsequent approval of the final service agreement;

WHEREAS, Cascadia Consulting Group has unique qualifications and specialized experience in characterizing and quantifying material disposal through its statewide work in 2004, 2008, and 2014, as well as providing HWMA’s 2010-2011 baseline waste characterization study; and

WHEREAS, entering into a services agreement with Cascadia Consulting Group without pursuing a new RFP process and competitive selection is warranted because on Cascadia Consulting Group’s demonstrated unique qualifications and experience, and because it will allow for the use of similar standards and protocols as were used in HWMA’s 2010-2011 waste audit, enabling continuity and consistency in study methodology and presentation of findings.

NOW, THEREFORE, BE IT RESOLVED, that the Board of the Humboldt Waste Management Authority hereby incorporates the above recitals and approves an agreement with Cascadia Consulting Group to conduct a Waste Characterization Study.

Adopted this 12th day of September, 2019

ATTEST:

______________________________   ____________________________
Michael Sweeney, HWMA Chair    Jill K. Duffy, Clerk

Date: _________________________    Date: ________________________

October 10, 2019
Printed on Recycled Paper
Proposed Scope of Services

Statement of Understanding

To obtain data about the composition of disposed solid waste, the Humboldt Waste Management Authority (HWMA) wants to characterize the disposed waste streams from five Humboldt County cities, and the unincorporated areas of the county (collectively, the Members). The findings from this study will be used to assess current program effectiveness, provide a baseline for planning, and target materials for future diversion programs. The study will need to be comparable to the 2010 study.

With these goals in mind, the study as envisioned will provide:

- Current composition and quantity data.
- A comparison to the 2010 composition data.
- Additional detail on disposed food waste to help plan for meeting the goals set in AB 1826 (Organics Diversion) and SB 1383 (Short-Lived Climate Pollutants).

Our report will document the quantities and composition of material coming from HWMA’s member agencies and specific generating sectors including residences, commercial businesses, self-hauled material to the Hawthorne Street Transfer Facility (HSTF), and construction and demolition activities.

Our approach is designed to:

- Produce an accurate and representative picture of each sector of the waste stream from HWMA’s six member agencies.
- Efficiently meet the study’s objectives while minimizing the cost for the Authority.

The study may also characterize waste from additional sources depending on interest and budget. Additional sources may include:

- Characterize non-HWMA waste from within the County. Non-HWMA waste includes waste from Fortuna and Trinidad, waste from Tribal lands, waste from State and Federal lands, and self-haul customers using the McKinleyville Transfer Station (MTS) or Eel River Transfer Station (ERTS) in Fortuna.
- Characterize waste from Humboldt State University (HSU) and College of the Redwoods (CR).

We detail our proposed approach in the following section.

Overview of Approach

Our approach includes 186 hand-sorted samples from HWMA member agencies, allocated approximately equally between the two seasons and among the six Members.
In addition to the 186 hand-sorted samples, our approach includes the visual sorting of as many samples as possible waste generated from construction and demolition projects throughout the county and received at HSTF. There is no hard sampling quota for this stream because the number of loads available for characterization is unknown and expected to lower than in the previous study. The number of samples allocated to the Members and to each of the specified sectors is summarized in Table 1.

*Note: For the targeted C&D waste stream, visual characterization of entire loads produce more accurate findings than hand-sorting 200–250 lb. samples. The advantages of this approach are detailed in the methodology section below.

Table 1. Proposed Sample Allocations, HWMA Members

<table>
<thead>
<tr>
<th>Jurisdiction</th>
<th>Sector</th>
<th>Sample Goals</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Winter</td>
<td>Summer</td>
<td>Total</td>
<td></td>
</tr>
<tr>
<td>Arcata</td>
<td>Commercial</td>
<td>13</td>
<td>12</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>Arcata</td>
<td>Residential</td>
<td>5</td>
<td>5</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Arcata</td>
<td>Self-haul</td>
<td>6</td>
<td>6</td>
<td>12</td>
<td></td>
</tr>
<tr>
<td>Blue Lake City</td>
<td>Commercial</td>
<td>3</td>
<td>3</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>Blue Lake City</td>
<td>Residential</td>
<td>2</td>
<td>1</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Blue Lake City</td>
<td>Self-haul</td>
<td>3</td>
<td>3</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>Eureka</td>
<td>Commercial</td>
<td>13</td>
<td>12</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>Eureka</td>
<td>Residential</td>
<td>5</td>
<td>5</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Eureka</td>
<td>Self-haul</td>
<td>6</td>
<td>6</td>
<td>12</td>
<td></td>
</tr>
<tr>
<td>Ferndale</td>
<td>Commercial</td>
<td>3</td>
<td>3</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>Ferndale</td>
<td>Residential</td>
<td>2</td>
<td>1</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Ferndale</td>
<td>Self-haul</td>
<td>3</td>
<td>3</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>Rio Dell</td>
<td>Commercial</td>
<td>3</td>
<td>3</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>Rio Dell</td>
<td>Residential</td>
<td>2</td>
<td>1</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Rio Dell</td>
<td>Self-haul</td>
<td>3</td>
<td>3</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>Unincorporated County</td>
<td>Commercial</td>
<td>13</td>
<td>12</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>Unincorporated County</td>
<td>Residential</td>
<td>5</td>
<td>5</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Unincorporated County</td>
<td>Self-haul</td>
<td>6</td>
<td>6</td>
<td>12</td>
<td></td>
</tr>
<tr>
<td>All HWMA Jurisdictions</td>
<td>C&amp;D Debris</td>
<td>5-20</td>
<td>5-20</td>
<td>10-40</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>101-116</strong></td>
<td><strong>95-110</strong></td>
<td><strong>196-226</strong></td>
<td></td>
</tr>
</tbody>
</table>

Our proposed approach will provide a cost-effective analysis of the quantities and types of currently disposed materials, and they will serve to inform solid waste planning, identify recycling and other diversion opportunities, and measure successes against the existing baseline established in 2010.

If additional jurisdictions or entities elect to participate in the study Cascadia will allocate additional samples based on the statistical, logistical, and budget constraints associated with each. A proposed allocation for each jurisdiction or entity is shown in Table 2.
Table 2. Proposed Sample Allocations, Optional Jurisdictions

<table>
<thead>
<tr>
<th>Jurisdiction</th>
<th>Sector</th>
<th>Sample Goals</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Winter</td>
<td>Summer</td>
</tr>
<tr>
<td>Trinidad Combined</td>
<td>8</td>
<td>7</td>
</tr>
<tr>
<td>Fortuna Commercial</td>
<td>13</td>
<td>12</td>
</tr>
<tr>
<td>Fortuna Residential</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>Fortuna Self-haul</td>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>Each Tribe Combined</td>
<td>8</td>
<td>7</td>
</tr>
<tr>
<td>State and Federal Lands</td>
<td>8</td>
<td>7</td>
</tr>
<tr>
<td>Humboldt State University</td>
<td>13</td>
<td>12</td>
</tr>
<tr>
<td>College of the Redwoods</td>
<td>13</td>
<td>12</td>
</tr>
<tr>
<td>Each Private Transfer Stn.</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>94</td>
<td>88</td>
</tr>
</tbody>
</table>

Proposed Methodology

Accurate characterization of solid waste is a complex and demanding undertaking requiring precise coordination and planning among team members and rigorous adherence to standards of quality. This section describes how our team will cost-effectively achieve those standards and produce high-quality waste characterization estimates for assessing progress, targeting additional diversion opportunities, and developing new solid waste management strategies.

Cascadia’s approach to waste characterization research relies on three key principles to ensure that data are statistically valid.

- **Careful planning and coordination.** We ensure that sampling operations are efficient and that the required data are collected with minimal disruption to normal operations at disposal facilities. Our team is ready to work with HWMA, HSTF staff, the haulers, and other facilities to develop a thorough, efficient, and cost-effective data collection plan.

- **Selection of waste for sampling that is representative.** Representativeness is achieved by selecting vehicle loads for sampling in a way that is statistically representative of the entire “population” of waste being studied. We achieve statistical representativeness by coordinating carefully with Agency representatives, disposal facilities, and waste haulers to prepare a sampling plan that applies systematic or random selection processes.

- **Consistent, accurate, and efficient sorting and characterization methods.** The knowledge and experience of the data collection staff is crucial for reliable results and overall efficiency. Our
full-time, professional waste characterization crew is ready to hit the ground running to obtain characterization data quickly and cost efficiently.

The following sections describe in detail Cascadia’s proposed methodology for accomplishing the four essential tasks of a successful waste characterization study:

**Task 1. Develop Plan**

**Task 2. Sample Disposed Waste**

**Task 3. Conduct Analysis**

**Task 4. Prepare Draft and Final Reports**

**Task 1: Develop Plan**

Cascadia has a long and successful record of conducting waste characterization studies. This experience enables our team to develop appropriate and efficient approaches to data collection challenges, avoiding the pitfalls that less-experienced firms often encounter. Our approach to the planning process is detailed below.

**Step 1: Organize Kick-off Meeting and Finalize Scope**

Our past success implementing complex waste characterization studies has relied on early, up-front coordination with the client, haulers, and solid waste facility personnel. Therefore, a project kick-off meeting is vital to ensure that all expectations are met for the study, all required data are collected, and all contingencies are addressed. It is recommended that affected facility staff and affected hauler staff attend the kickoff meeting.

At the kick-off meeting we will address:

- Any questions about the study objectives and proposed data collection methods.
- The list and definitions of materials to be considered in the study.
- Our proposed schedule for the data collection periods.
- The procedures for load and vehicle selection.
- Identification of other contacts such as haulers who can assist with the overall design and coordination of the study.
- The availability of tonnage information for the member agencies.

**Step 2: Coordinate Among Facilities, Haulers, and Agency Staff**

In conjunction with the kick-off meeting, the project team will work with HWMA affected facility staff and the affected haulers to collect information necessary to develop the sampling plan. This will include:

- Information on collection routing and schedules (from the haulers).
Numbers of loads from each Member expected to arrive at the transfer station on each day of the week, by sector.

Information about available space for load tipping, sample capture, and sorting of samples.

Following the kick-off meeting, the project team also will visit HSTF, Humboldt Sanitation’s transfer station in McKinleyville, and Recology’s transfer station in Fortuna to finalize all sampling arrangements. During this visit we will accomplish the following:

- Introduce the project to participating facility personnel.
- Clarify information about facility operations, traffic patterns, and logistics.
- Finalize arrangements for setting up the work area, taking samples, queuing samples, discarding sorted samples, and other in-process activities.
- Confirm procedures requiring coordination between facility personnel and the project team.
- Review facility-specific health and safety procedures and emergency contact numbers.
- Answer any questions and address any concerns of the facility managers.

Alternatively, depending on hauler preference and facility cooperation, loads that would normally tip at MTS or ERTS may be redirected to HSTF to mitigate the impact on the McKinleyville and Fortuna facilities. In addition, we will meet with staff and their respective haulers from any non-HWMA entities that opt to participate to outline our approach and objectives, obtain needed routing data to construct a sampling plan and schedule, and secure necessary cooperation in carrying out the study.

**Step 3: Design Methodology and Develop Data Collection Plan**

Cascadia will develop a detailed methodology guide that specifies the method for selecting loads and samples, the waste characterization process, and sampling procedures. The methodology will match the previous study as closely as possible and any changes will be noted and explained. A typical outline for a methodology and data collection plan appears below.
Step 4: Schedule Sampling

Cascadia will design a sampling schedule for each season based on regular collection schedules for each of the partners. Sampling dates will be scheduled in a way that represents each season equally and avoids sampling on or near major holidays. In addition, the schedule will be designed to ensure an even distribution of samples across days of the week. This is important, because certain neighborhoods or certain types of businesses may be more likely to have their waste collected on certain days of the week. The sampling schedule will be presented to the partners for approval and will be sent to haulers and HSTF personnel as a reminder prior to the first sampling day of each season. The 2010 study completed field work in July and February, a similar schedule is preferable for maintaining comparability between studies. An example schedule for one season is shown in Table 3.
Table 3. Example Field Calendar for HWMA Material

<table>
<thead>
<tr>
<th>Hawthorne St. Transfer Station</th>
<th>Mon</th>
<th>Tue</th>
<th>Wed</th>
<th>Thu</th>
<th>Fri</th>
<th>Mon</th>
<th>Tue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arcata</td>
<td>x</td>
<td>x</td>
<td></td>
<td>x</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Blue Lake</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Eureka</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unincorporated County</td>
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<td>x</td>
<td>x</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>McKinleyville Transfer Station</th>
<th>Mon</th>
<th>Tue</th>
<th>Wed</th>
<th>Thu</th>
<th>Fri</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unincorporated County</td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Eel River Transfer Station</th>
<th>Mon</th>
<th>Tue</th>
<th>Wed</th>
<th>Thu</th>
<th>Fri</th>
<th>Mon</th>
<th>Tue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ferndale</td>
<td></td>
<td>x</td>
<td>x</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Rio Dell</td>
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<td>x</td>
<td>x</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unincorporated County</td>
<td></td>
<td></td>
<td>x</td>
<td>x</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If additional entities opt to participate in the study, they will be added to the field calendar. An example field calendar for the additional entities is shown in Table 4.

Table 4. Example Field Calendar for Non-HWMA Material

<table>
<thead>
<tr>
<th>Hawthorne St. Transfer Station</th>
<th>Mon</th>
<th>Tue</th>
<th>Wed</th>
<th>Thu</th>
<th>Fri</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tribal Lands</td>
<td>x</td>
<td>x</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State and Federal Lands</td>
<td>x</td>
<td>x</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Humboldt State University</td>
<td>x</td>
<td>x</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>College of the Redwoods</td>
<td>x</td>
<td>x</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>McKinleyville Transfer Station</th>
<th>Mon</th>
<th>Tue</th>
<th>Wed</th>
<th>Thu</th>
<th>Fri</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trinidad</td>
<td></td>
<td></td>
<td></td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>Tribal Lands</td>
<td>x</td>
<td></td>
<td></td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>State and Federal Lands</td>
<td>x</td>
<td>x</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Self-haul</td>
<td>x</td>
<td>x</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Eel River Transfer Station</th>
<th>Mon</th>
<th>Tue</th>
<th>Wed</th>
<th>Thu</th>
<th>Fri</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fortuna</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>x</td>
</tr>
<tr>
<td>Tribal Lands</td>
<td>x</td>
<td></td>
<td></td>
<td></td>
<td>x</td>
</tr>
<tr>
<td>State and Federal Lands</td>
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<td>x</td>
<td>x</td>
</tr>
<tr>
<td>Self-haul</td>
<td></td>
<td></td>
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<td>x</td>
</tr>
</tbody>
</table>

Step 5: Develop Data Collection Forms

Following the completion of the vehicle selection plan and schedule, Cascadia will develop data collection forms specifically for this study.

- **Vehicle Selection Forms** will be created for each day of sampling activity. The forms will list the sample quotas specific to each day, by agency and by type of vehicle entering the transfer station.
- **Material Weight Tally Sheets** will be used to record the net weights for each material.
- **Sample Placards** will be created to flag vehicles selected for sampling. The Sample Placards are brightly colored paper signs with the sample number pre-printed on the front. They will be placed on the windshields of every vehicle chosen for sampling, so that the vehicles can be easily seen and intercepted by the sampling crew manager.
**Task 2: Sample Disposed Waste**

A well-conceived plan does not necessarily guarantee high quality results. Cascadia relies on proven protocols and an expert, professional crew to ensure meticulous field work and consistent, reliable results. Our approach to conducting the highest quality field work is described below.

**Step 1: Select loads for sampling**

To select loads, Cascadia will develop the sampling schedule (as described above as part of Task 1) and calculate a vehicle selection frequency. The frequencies are determined by dividing the total expected number of loads for each load type arriving at the facility on that day by the number of vehicles needed on that day. The resulting number determines whether every third vehicle, every sixth vehicle, or every twentieth vehicle is selected. This strategy is referred to as “systematic sampling.” For each sampling day, the Cascadia surveyor will have a day specific **Vehicle Selection Form** listing the information needed for selecting loads.

When an eligible vehicle arrives at the scale house and is selected for sampling, the surveyor will place a brightly colored **Sample Placard** on the windshield of the vehicle and direct the vehicle to the sorting area. The placard alerts the waste characterization crew manager that the vehicle has been designated for participation in the study.

**Redway Loads**

We will work with the hauler to pre-select loads that normally tip at Redway and have those pre-selected loads redirected to ERTS for sampling.

**Step 2: Select samples**

Our sampling approach is dependent on the type of load. The field crew will collect a 200–250 pound sample from all selected residential, commercial, and combined sector loads. In this approach, a randomly chosen portion is extracted from each selected load and placed on a tarp for sorting and characterization. When a limited number of loads are delivered to the transfer station (e.g., residential loads from one of the less populous Members), multiple samples may be extracted from a single load.

For selected C&D loads, the entire load is considered a sample and it will be visually characterized.

Self-haul loads may be may use either sampling approach, depending on if the load is primarily MSW or bulky materials.

These approaches are the standard used throughout the State of California and were used in the Authority’s 2010 study. They were developed and documented in CalRecycle’s *Draft Regulations Governing Disposal Characterization Studies*. 
Step 3: Hand Sort Residential, Commercial and Self-haul Waste

Our process for hand-sorting and characterizing waste includes the following actions:

- A portion of the load is placed on a tarp, and photographs are taken using a digital camera. The Sample Placard that identifies each sample is positioned so it is visible in each photograph.
- The waste is then sorted into the material categories, and the sorting crew uses plastic laundry baskets to contain the separated materials. The individual members of the sorting crew typically specialize in groups of materials, such as papers or plastics. The crew manager monitors the homogeneity of material in the baskets as they accumulate, rejecting any materials which are improperly classified.
- The crew manager then verifies the purity of each material as it is weighed in its basket, using a pre-calibrated scale, and records each material weight on the Material Weight Tally Sheet.

Step 4: Visually Characterize C&D Loads

We recommend using visual characterization methods to characterize entire loads of C&D material and self-haul loads that are primarily bulky materials. This approach is preferable to hand-sorting for the following reasons:

- These loads are often “chunky” – in other words, they often consist of large pieces of the same material or large amounts of the same material concentrated in one area of the load. Hand sorting of 200-pound samples does not capture the variability of the composition even within individual loads. Visual characterization of the entire load accounts for all the materials that are present in significant amounts.
- The composition variability from one load to another in these waste streams is very high. Therefore, in order to obtain high-quality data, it is necessary to characterize relatively more samples. Our cost-effective visual characterization method allows us to characterize far more loads than could be done through hand sorting.

Our visual characterization method was developed in conjunction with CalRecycle, and it has been used in numerous studies for the State of California and cities and counties within California. The visual characterization method follows the seven steps described below.

1. **Collect information about the load.** At the sampling area, our crewmember records key information, including the net weight and jurisdiction of origin for each self-hauled load.
2. **Measure load volume.** The crewmember uses a tape measure to obtain the length, width, and height of the load while it is still in the vehicle and records it on the data sheet.
3. **Photograph the sample.** Using a digital camera, the crewmember takes a photograph after each sample is tipped. The sample placard that identifies each sample is positioned so it is visible in each photograph.
4. **Note which material classes are present.** After the driver has dumped the load onto the ground, the crewmember walks entirely around the load and indicates on the *Visual Characterization Form* which major material classes are present in the load.

5. **Estimate composition by volume for each major material class.** Beginning with the largest major material class present by volume, the crewmember then estimates the volumetric percentage of this material class and records it on the form. An example of a major material class is Paper. This process is repeated for the next most common material class, and so forth, until the volume percentage of every material class has been estimated. The crewmember then calculates the sum for this step, ensuring that it totals 100 percent.

6. **Estimate composition by volume for each specific material component.** The crewmember considers each major material class separately and estimates the percentage of each major class that is made up of each specific material component. For example, newspaper is a specific material component within the major material class of Paper materials. While considering only the Paper materials class, the crewmember estimates the volume percentage of Paper materials that is composed of newspaper. The crewmember then does the same for every other specific material component within the Paper material class (such as uncoated corrugated cardboard or office paper). The total of percentages for all of the material components must equal 100 percent. This process is repeated for the other major classes, with all the material components in each material class totaling 100 percent.

7. **Check and reconcile percentage data.** The crewmember then ensures the percentage estimates for the major material classes add up to 100 percent. Also, the percentage estimates for the specific material components within each major class must total 100 percent.

8. **Convert volume estimates to weight estimates.** This step is done at our team's offices. Data from the *Visual Characterization Forms* are entered into a customized database, and accepted density conversion factors are used to develop estimates of the weight of each material component in each load.

**Step 5: Review data and clean site**

At the conclusion of each sorting day, the crew manager conducts a quality control review of the data recorded on each *Material Weight Tally Sheet*. The completed sheets are transported to the Cascadia office for data entry.

At the end of each sorting day, we also ensure that the workspace is left in good condition. Our field crew takes steps to reduce or eliminate the risk of litter, particularly in open-air environments. A thorough clean-up effort follows each day of work and includes the following:

- Organizing and stowing of sorting supplies in a designated location.
- Removing all sorted waste discarded throughout the day (the host facility loader operator will help with this).
- Sweeping and cleaning the sort area to prevent windblown litter.
- Removing and properly disposing of any single use personal protective equipment.
✓ Checking out with the facility manager each day.

**Training and Safety Considerations**

The Cascadia sorting crew is a full time, professional, and experienced group of individuals who are well versed in all aspects of fieldwork. Nevertheless, each composition study we undertake is unique. At the outset of each season, the sampling crew manager and sampling crew will familiarize themselves with the materials list, field forms, and any unique sorting protocols that will be employed during the season. At the conclusion of the review, the sorting crew will be fully prepared to conduct the seasonal sorts. On-site, the sampling crew manager will be present to provide continual support and supervision.

Training for the study also will include:

- General facility overviews
- Facility-specific health and safety requirements
- Personal protective equipment (PPE) requirements
- Waste handling techniques
- Productivity strategies and daily sampling quotas

The sampling crew manager will ensure that the sorting protocol is being followed, along with the health and safety requirements, and will closely evaluate each individual sample to ensure that the material categories are understood and being interpreted uniformly by the sorting crew.

Given the inherent risks associated with sampling and sorting municipal solid waste, ensuring worker safety is of the utmost importance. Our team follows a strict health and safety plan, a copy of which is available upon request.

**Task 3: Conduct Analysis**

We understand the importance of accurate information. Thus, we protect data integrity during each step – collection, review, entry, calculation, and analysis. Our forms are easy to use, and our data-entry protocols virtually eliminate errors. Our reports are clear and concise, and they identify relevant findings that are useful in establishing solid waste management policies.

Our team will design a customized database to manage the data from waste sorting, and a member of our clerical staff will enter the data from the *Material Weight Tally Sheets*. The waste characterization task manager will inspect the entered data, and any anomalies will be resolved against the hand-written information on the sheets.

Steps we take to ensure the integrity of data during entry and analysis include:

- Verifying that data forms were obtained for each day the data collection crew was in the field.
- Having our data collection crew keep copies of all forms while the originals are being shipped by courier to our office.
Random checks of the computer-entered data against the paper form, to verify that all numbers are being entered and to look for any systematic or random mistakes.

Encoding the composition analysis formulae into a routine that can be applied consistently to different data sets.

**Step 1: Determine Annual Quantities for Each Member Agency**

To develop a complete analysis of all the material that is disposed, it is necessary to determine the amount of waste associated with each of the Members and sectors that are characterized. For this study we will rely on HWMA to provide tonnage estimates for its member agencies. If additional entities opt to participate in the study then we will rely on those entities or the HWMA to provide annual tonnages.

**Step 2: Conduct Composition Analysis**

Using the statistical procedures we have developed in conjunction with CalRecycle, Cascadia will develop detailed estimates of waste composition and quantities for each waste sector and Member as well as for the Authority overall. If additional entities opt to participate in the study then we develop compositions for those entities and include them in the Authority overall composition when feasible or reasonable. All estimates will be presented along with statistical confidence intervals.

**Task 4: Develop Draft and Final Reports**

In order to ensure that expectations are fully met, our waste characterization task manager will develop and submit an outline of the final report for review by staff. The outline will indicate all sections and analyses that are expected to be part of the final report. Upon approval of the outline, the project team will prepare a draft of the report, including executive summary, description of research methods, waste composition findings, and recycling and waste reduction and diversion opportunities.

The draft version of the report will be submitted to staff. After comments and edits are received in response to the draft, we will incorporate comments received, make necessary changes, and submit the completed final report.

The final report and accompanying information are expected to include the following elements:

- Methodology, including study design, load selection, size and number of samples, sample preparation, and waste sorting.
- Documentation of the amounts and types of up to 90 categories of materials disposed by each partner and member agency including profiles of residential, commercial, self-haul and C&D wastes.
- Estimates of accuracy level and confidence interval for each waste category, and potential sources of error and inconsistencies in the data.
- Comparisons of the 2010 and current study composition data by Member and sector.
Budget

Our proposed budget to conduct a waste characterization study for HWMA and its member agencies is $146,651. This includes all taxes, labor, and fees. The budget is detailed in Table 3. The budget to add samples from other local jurisdictions is also noted in Table 3. The budgets for the additional jurisdiction assume that:

- samples from those jurisdictions tip at one the same facilities as the HWMA samples on a regular schedule,
- field work for the additional jurisdictions happens concurrently with field work for the Members, and
- the jurisdictions have enough regular collection routes to support the proposed level of sampling.

Table 5. Proposed Budget

<table>
<thead>
<tr>
<th></th>
<th>Hours</th>
<th>Labor</th>
<th>Expenses</th>
<th>Total Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Develop Plan</td>
<td>95</td>
<td>$12,275</td>
<td>$2,400</td>
<td>$14,675</td>
</tr>
<tr>
<td>Sample Disposed Waste</td>
<td>796</td>
<td>$98,246</td>
<td>$15,805</td>
<td>$114,052</td>
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<tr>
<td>Conduct Analysis</td>
<td>70</td>
<td>$8,925</td>
<td>$50</td>
<td>$8,975</td>
</tr>
<tr>
<td>Draft and Final Report</td>
<td>75</td>
<td>$8,899</td>
<td>$50</td>
<td>$8,949</td>
</tr>
<tr>
<td><strong>HWMA Subtotal (~200 samples)</strong></td>
<td>1,036</td>
<td>$128,345</td>
<td>$18,305</td>
<td>$146,651</td>
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</table>

For each additional entity that opts to participate in the study their cost can be estimated using the breakdown in Table 6. The costs are allocated to fixed costs and variable costs. The fixed costs for each non-HWMA entity do not vary with the number of samples allocated to the entity. The variable costs are dependent on the number of samples. Table 6 assumes that selected loads will be delivered to HSTF and that the findings for each entity are included as a section in the main HWMA report; not as separate reports. This also assumes that the planning and field work for the additional entities will be concurrent with the planning and fieldwork for the HWMA Members.

Table 6. Cost Breakdown for Each Non-HWMA Entity

<table>
<thead>
<tr>
<th></th>
<th>Hours</th>
<th>Labor</th>
<th>Expenses</th>
<th>Total Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Develop Plan</td>
<td>10</td>
<td>$1,295</td>
<td>$10</td>
<td>$1,305</td>
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<tr>
<td>Conduct Analysis</td>
<td>5</td>
<td>$640</td>
<td>$0</td>
<td>$640</td>
</tr>
<tr>
<td>Draft and Final Report</td>
<td>5</td>
<td>$595</td>
<td>$0</td>
<td>$595</td>
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<tr>
<td><strong>Fixed Cost Subtotal</strong></td>
<td>20</td>
<td>$2,530</td>
<td>$10</td>
<td>$2,540</td>
</tr>
<tr>
<td>Sample Disposed Waste</td>
<td>45</td>
<td>$4,500</td>
<td>$450</td>
<td>$4,950</td>
</tr>
<tr>
<td><strong>Example Entity (15 samples)</strong></td>
<td>110</td>
<td>$11,530</td>
<td>$910</td>
<td>$12,440</td>
</tr>
<tr>
<td><strong>Example Entity (30 samples)</strong></td>
<td>155</td>
<td>$16,030</td>
<td>$1,360</td>
<td>$17,390</td>
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</table>
The Cascadia team will work with HWMA to develop a schedule that fits their needs and results in minimal disruption to normal operations. A proposed draft schedule is provided below.

<table>
<thead>
<tr>
<th>Task</th>
<th>Proposed Time Frame</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Kickoff and Study Design</td>
<td>Fall 2019</td>
</tr>
<tr>
<td>2. Sample Disposed Waste</td>
<td>Winter 2020 through Summer 2020</td>
</tr>
<tr>
<td>Season One</td>
<td>Late Winter 2020</td>
</tr>
<tr>
<td>Season Two</td>
<td>Early Summer 2020</td>
</tr>
<tr>
<td>3. Conduct Analysis</td>
<td>Summer 2020</td>
</tr>
<tr>
<td>4. Prepare Draft Report and Final Reports</td>
<td>Summer 2020 through Fall 2020</td>
</tr>
<tr>
<td>Draft Report</td>
<td>Summer 2020</td>
</tr>
<tr>
<td>Final Report</td>
<td>Fall 2020</td>
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</table>
Staff Report

DATE: September 30, 2019 For Meeting of: October 10, 2019

FROM: Jill K. Duffy, Executive Director

SUBJECT: Item 6) Executive Director’s Report for Month of September 2019

RECOMMENDED ACTION: Informational Only

- Implemented Board approved revisions to “HWMA Policy Series 1000 - General, 2000 – Personnel Policies” and 7000 – Records Retention.

- Aerial survey for the 5-Year ISO settlement topography mapping for the Cummings Road Landfill performed in early July and final report was submitted to NCRWQCB and Humboldt County LEA on September 16th.

- The AB 939 Local Task Force is scheduled to meet October 10th from 9 AM to 10 am. For agenda and minutes please contact the LTF Chair Miles Slattery at mslattery@ci.eureka.ca.us.

- Stormwater Improvement Project commenced July 15th, installation of clarifiers was completed conducted the week of September 2nd, with grading, asphalt installation and related finalizing activities to be performed the final week of September.

- 4 R Planet staffed a table to share recycling and waste reduction info at the Take A Child Outside Day: Saturday 10/5, 11am-3pm held at the Arcata Marsh. The event flier is attached, and HWMA provided informational brochures and magnets for distribution.

- A customer brought a load of residential household hazardous waste to the Hawthorne Street HHW facility, that included a single 4-liter container of uninhibited tetrahydrofuran with a labeled expiration date of April 2006. HHW Technicians recognized that this was a high-risk waste and took steps to handle it appropriately.

Tetrahydrofuran (THF) is an organic solvent used in a variety of industrial and laboratory applications. Pure THF is a volatile flammable liquid with properties like those of gasoline – it evaporates readily and has a flash point well below room temperature. When exposed to air it reacts with oxygen to form explosive peroxides. High peroxide levels can make THF a shock-sensitive explosive. The recommended shelf life of inhibited tetrahydrofuran is 12 months; for uninhibited THF it’s 3 months.
Peroxide-forming materials that are past safe storage time limits must be tested for the presence of explosive compounds and chemically stabilized prior to shipping. On-site treatment of wastes is prohibited, so HWMA’s hazardous waste contractor applied for an emergency permit from the department of toxic substances control to perform the work.

The permit required notification to the Humboldt Bay Fire Department and Humboldt County CUPA about the stabilization operation. Clean Harbors was subcontracted to perform the stabilization before open hours. HWMA staff created a 50-foot radius exclusion zone, and rerouted foot and vehicular traffic around the area. Once the THF was stabilized it was returned to the HHW facility to await transportation off-site for disposal.