



BOARD OF DIRECTORS

Mark Lovelace, County of Humboldt, **Chair**
Shane Brinton, City of Arcata, **Vice Chair**
Sherman Schapiro, City of Blue Lake
Lance Madsen, City of Eureka
John Maxwell, City of Ferndale
Jack Thompson, City of Rio Dell

Special Meeting Agenda

Thursday, June 20, 2013

Closed Session 5:30 PM

Open Session 6:30 PM

Eureka City Council Chambers

531 K Street, Eureka, CA

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

2. Closed Session/Report Out – It is the intention of the Board of Directors to meet in closed session pursuant to Government Code Section 54956.9(b) – Two items.

3. Reconvene in Open Session at 6:30 PM

4. Approve the Agenda

5. 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 May 9, 2013 HWMA Board of Directors Meeting.
- b. Receive April FY 2012/13 Financials.
- c. Consider Approval to Authorize Purchase 2012 Linde H30D Forklift

6. 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.

7. Review and Approve FY2013-2014 Budget and Adopt Resolution 2014-01 for the Collection of Integrated Waste Management Fees

- 8. Receive Presentation and Review Agreement Options Consideration and Development for Long-Term Transportation and Disposal of Municipal Solid Waste from Bruce Murphy, IntelliWaste.**
Provide Direction as Appropriate.
- 9. Consider Approval of Contract Extension with Mad River Hardwood, Inc. Company for Drop-Off Processing**
- 10. Review and Approve Proposed Board Meeting Calendar for FY 2013-14**
- 11. Election of Authority Board Officers for FY 2013-14**
- 12. Items Pulled from Consent Calendar**
- 13. Board Member Reports**
- 14. Executive Director's Report**
- 15. Adjourn**



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MINUTES

Thursday, May 9, 2013, 6:30 PM

Eureka City Council Chambers

531 K Street, Eureka, CA

Present: Mark Lovelace, Shane Brinton, Sherman Schapiro, Mike Newman
 (alternate for Lance Madsen), John Maxwell, Jack Thompson
Staff: Jill Duffy, Tyler Egerer, Karen Sherman
Legal Counsel: Nancy Diamond

1) Call to Order and Roll Call

Chairman Lovelace called the meeting to order at 6:35 p.m. A quorum was present and acting.

2) Approve the Agenda

3) Consent Calendar

Director Schapiro pulled items 3c) and 3f) for discussion.

Motion: Director Newman moved to approve the Agenda and Consent Calendar without items 3c) or 3f).

Action: Adopt motion by Director Newman as seconded by Director Thompson by the following vote.

Ayes: Lovelace, Brinton, Schapiro, Newman, Maxwell, Thompson

Noes: None

Absent: None

4) Oral and Written Communications

None

5) Certificate of Appreciation for Sadie Evans & Arleah Aguilar

Chairman Lovelace read into record the certificates of appreciation for Sadie Evans and Arleah Aguilar.

Motion: Director Newman moved to approve the certificates of appreciation read into record.

Action: Adopt motion by Director Newman as seconded by Director Brinton by the following vote.

Ayes: Lovelace, Brinton, Schapiro, Newman, Maxwell, Thompson

Noes: None

Absent: None

6) Consider Adoption of the Final Strategic Plan

Senior Program Analyst Sherman presented the changes made to produce the final strategic plan that they board had before them.

Motion: Director Maxwell moved that 1) the Board of Directors adopt the Final Strategic Plan as presented and that 2) the Strategic Plan Subcommittee composed of Director Brinton and Director Maxwell be dissolved.

Action: Adopt Motion of Director Maxwell as seconded by Director Brinton by the following vote.

Ayes: Lovelace, Brinton, Schapiro, Newman, Maxwell, Thompson

Noes: None

Abstentions: None

7) Consider and Approve Proclamations of Appreciation for Strategic Plan Planning Advisory Committee Members for Their Service on the 2013 Final Strategic Plan

Chairman Lovelace read into record the certificates of appreciation for Planning Advisory Committee Members, and presented certificates to PAC members Jane Woodward and Tall Chief Comet, who were in attendance at the meeting.

Motion: Director Brinton moved to approve the certificates of appreciation read into record.

Action: Adopt Motion of Director Brinton as seconded by Director Thompson by the following vote.

Ayes: Lovelace, Brinton, Schapiro, Newman, Maxwell, Thompson

Noes: None

Abstentions: None

8) Consider Approval of Final FY 2013-14 Budget, Organization Chart and Adoption of Resolution 2014-01

Administrative Services Manager Egerer presented the proposed final budget for FY 2013-14, with a 6.3% increase in tipping fees, to the Board of Directors for approval.

Motion: Director Maxwell moved to approve a fee increase of 4.25% effective July 1, 2013 with direction to staff to notice the member agencies of that fee increase and to develop a budget around the 4.25% increase for Board review and approval at the June meeting.

Action: Adopt Motion of Director Maxwell as seconded by Director Schapiro by the following vote.

Ayes: Lovelace, Brinton, Schapiro, Maxwell, Thompson

Noes: Newman

Abstentions: None

9) Consider and Discuss Development of Legislative Guidelines

Motion: Director Schapiro motioned to postpone this item until the June meeting.

Action: Adopt Motion of Director Schapiro as seconded by Director Thompson by the following vote.

Ayes: Brinton, Schapiro, Newman, Maxwell, Thompson

Noes: Lovelace

Abstentions: None

10) Consideration to hold a Special Meeting in June and Cancellation of the Regularly Scheduled June 13, 2013 Board Meeting

Motion: Director Schapiro motioned to cancel the regularly scheduled Board

meeting on June 13, 2013 and reschedule for June 20, 2013.
Action: Adopt Motion of Director Schapiro as seconded by Director Thompson by the following vote.
Ayes: Lovelace, Brinton, Schapiro, Newman, Maxwell, Thompson
Noes: None
Abstentions: None

11) Items Pulled from Consent Calendar

3c) Authorize Executive Director to Execute Extension of Contract with Environmental Science Associates for Assistance with Food Waste Diversion Program Funded by US EPA Climate Showcase Communities Grant.

Director Schapiro requested clarification on the 3% communication fee included in the estimated budget. Staff will provide Director Schapiro clarification on the reasons for these charges after investigating the issue.

Motion: Director Schapiro moved to approve Item 3c).

Action: Adopt Motion of Director Schapiro as seconded by Director Brinton by the following vote.

Ayes: Lovelace, Brinton, Schapiro, Newman, Maxwell, Thompson

Noes: None

Abstentions: None

3f) Consideration to Approve Intelliwaste, Inc. as Consultant for Municipal Solid Waste Management Consulting Services to Assist HWMA with Procurement of Landfill Disposal Contracts.

Director Schapiro expressed concern about the lack of availability of information on the ratings of the two RFP responders, which would be an impediment in making a decision.

Motion: Director Brinton moved to approve Item 3f).

Action: Adopt Motion of Director Brinton as seconded by Director Maxwell by the following vote.

Ayes: Lovelace, Brinton, Maxwell, Thompson

Noes: Schapiro, Newman

Abstentions: None

12) Board Member Reports

Director Thompson reported that the Rio Dell City Council is now up to full staff.

Director Brinton states that the Crabs season starts in the beginning of June.

13) Executive Director's Report

Executive Director Duffy highlighted two things from her written report; the North Coast Regional Water Quality Control Board approved the WDR's last week and the Household Hazardous Waste grant for \$65,000.00 was awarded to HWMA.

14) Closed Session/Report Out: It is the intention of the Board of Directors to meet in closed session to consider the Public Employee Performance Evaluation for the position of the Executive Director pursuant to Government Code Section 54954.5 and 54957.

No Report Out was made from Closed Session.

15) Adjourn at 9:56 PM

Next Meeting: June 20, 2013 at 6:30 p.m. at Eureka City Hall Council Chambers.



Staff Report

DATE: June 20, 2013

FROM: Tyler Egerer, Administrative Services Manager

SUBJECT: Item 5b)
Receive April 2013 Financial Reports

RECOMMENDED ACTION: Review and Approve
Review and Approve on April 2013 Financial Reports.

DISCUSSION:

Attached are the following reports, for your review.

Monthly Financial Reports:

Authority Net Change in Assets through April 2013, as reported on the *Statement of Assets and Liabilities* (Attachment A) and *Summary Statement of Operations* (Attachment B1), shows a decrease of (\$114,802). Year-to-Date revenues and expenses continue to perform under budget estimates; the decrease in Net Assets is chiefly the result of Phase I Closure and Burn Dump activities at the Cummings Road Landfill.

The Operations Group (Attachment B3) includes the Administration, Transfer Station, and Recycling Divisions, and comprises the most significant revenue and expense activity for the Authority. For this reason, activity in this Group is nearly identical to overall Authority activity. The most significant deviation from budgeted estimates is unbudgeted amortization of assets attached to the WSG takeover, which represent no outlay of cash but rather is an accounting mechanism aimed at the annual reduction of useful life left in the value of landfill disposal contracts with Dry Creek Landfill and Anderson Landfill. Much like depreciation, these expenses do not affect cash flow.

The Programs Group (Attachment B4) – including Household Hazardous Waste and Integrated Waste Management – experiences slight differences in budgeted estimates due to the timeliness in award and receipt of grant funding. However, Programs staff in all divisions are realizing significant savings in expenditures that help to reduce the impact of these pending revenue payments throughout the fiscal year; if these savings continue through the rest of the Fiscal Year, and all grant funds are received, the Programs Group looks to perform much better than budgeted estimates.

The Cummings Road Landfill Division (Attachment B5) has seen increased activity with the onset of Closure construction in the summer of 2012, spanning a portion of Fiscal Years 2012 and 2013. While expenses for this project have been covered by Closure Trust Funds, the

reduction in total Closure funds held in Trust has reduced the amount of offsetting revenues going towards maintenance and preparation for full closure in the coming years. This decrease in revenue, combined with added expenses related to preparation for future closure activities, has created a significant negative impact on Landfill finances. These expenses are not entirely unforeseen, however they are difficult to estimate during the budgeting process and therefore result in large variations between actual activity and budget assumptions.

April Activity Report:

The Activity Report (Attachment C) compares tonnage and revenue information on a current-to-previous Fiscal Year basis. Tonnage remains strong, and continues on track to crest the 70,000 ton estimate established in the budget. As much of this added tonnage is collected from the Authority's two Satellite Facilities – Humboldt Sanitation in McKinleyville and Eel River Disposal in Fortuna – the corresponding increase in revenue is much smaller than the increase in tonnage, as Satellite Facility Tip Fees are lower than those at the Hawthorne Street Transfer Station.

Tonnage reporting from Humboldt Sanitation has been brought current for the sake of consistency in current monthly reports; moving forward, these figures are likely to be an extra month behind due to reporting requirements requested of Humboldt Sanitation staff. These figures are necessary for billing and information only, and will not impact pass-through revenue reporting or payment by the Authority.

Traffic and revenue numbers for Hazardous Waste remain unchanged from previous months; traffic is slightly down overall, but increased CESQG revenue has resulted in an increase in total HHW revenue compared to the previous year. Average daily traffic through the Transfer Station is functionally identical to the previous year's average; the Authority has not violated its permitted daily traffic – 510 cars in one day – in over two years.

Cash Disbursements:

Disbursements for April (Attachment D) totaled \$799,140.69. Monthly expenditures should remain consistent with these levels for the remainder of the fiscal year as all significant expenses for Phase I Landfill Closure have been paid. Payroll expenditures totaled \$135,035.49 for the month of April, with bond payments and transportation and disposal costs comprising \$441,869.23 of the remaining disbursements. The final payment of \$71,808.79 for major repairs to the baler, approved by the Board in September of 2012, was also made in April.

Cash Position Report:

This report (Attachment E) shows the balance of the checking, savings, and trust accounts as of April 30, 2013. It should be noted that only the checking and savings balances are available to the Authority for general business expenses. The bond balances are restricted for bond payments only.

Attachments:

- A) Statement of Assets and Liabilities April 2013
- B) Department and Authority-wide Income Summaries April 2013
- C) Activity Report April 2013
- D) Cash Disbursements April 2013
- E) Cash Position Report April 2013

Attachment A
Humboldt Waste Management Authority
Statement of Assets and Liabilities
For the Period Ending April 30, 2013

ASSETS	April 30, 2013	June 30, 2012
Current Assets		
Cash and Cash Equivalents	\$2,566,090.88	\$3,329,200.00
Accounts Receivable	\$665,202.35	\$804,412.00
Prepaid Items	\$9,325.33	\$46,633.00
Total Current Assets	\$3,240,618.56	\$4,180,245.00
Restricted Assets		
Investment with Bond Trustee	\$2,206,341.69	\$2,288,884.00
Closure and post Closure care Trust Fund	\$4,615,036.82	\$8,361,349.00
Article Five Trust Fund	\$66,108.96	\$67,355.00
Accrued Interest Receivable	\$65,339.40	\$40,000.00
Total Restricted Assets	\$6,952,826.87	\$10,757,588.00
Other Assets		
Property, Plant, & Equipment	\$5,301,458.39	\$5,441,968.00
Deferred Charges	\$263,271.44	\$288,306.00
Grants Receivable	\$51,616.61	\$51,617.00
SWoW Receivable	\$35,700.00	\$47,600.00
Deferred Revenue	(\$135,811.00)	\$0.00
Waste Authority Permit	\$221,171.00	\$221,171.00
Contract with Anderson Landfill	\$73,933.50	\$126,743.00
Goodwill Depreciable - Purchase of WSG	\$1,658,875.22	\$2,177,274.00
Total Other Assets	\$7,470,215.16	\$8,354,679.00
Total Assets	\$17,663,660.59	\$23,292,512.00
LIABILITIES AND NET ASSETS		
Current Liabilities		
Accounts Payable	\$561,645.40	\$1,029,628.00
Deferred Revenue - Kernem	\$76,806.87	\$76,807.00
Deferred Revenue	\$249,947.47	\$385,758.00
Current Portion of Bonds Payable	\$121,540.00	\$820,000.00
Current Portion of Leases Payable	\$0.00	\$0.00
Current Portion of Loan Payable	\$50,000.00	\$50,000.00
Accrued Wages and Payroll taxes payable	\$62,544.00	\$113,846.00
Accrued Interest Payable	\$78,150.00	\$78,150.00
Other Accrued liabilities	\$12,196.45	\$2,300.00
Total Current Liabilities	\$1,212,830.19	\$2,556,489.00
Long Term Liabilities		
Loans Payable - CIWMB Closure	\$213,655.40	\$213,655.00
Equipment Leases Payable	\$0.00	\$0.00
Estimated closure and post closure costs	\$9,429,855.96	\$13,600,000.00
Bonds payable, long-term portion	\$9,235,000.00	\$9,235,000.00
Total Long Term Liabilities	\$18,878,511.36	\$23,048,655.00
Total Liabilities	\$20,091,341.55	\$25,605,144.00
Net Assets		
Equity Reserved	(\$2,843,240.24)	(\$2,895,912.00)
Unrestricted	\$2,702,401.00	\$2,755,320.00
Restricted for Special Programs	(\$84,195.00)	(\$84,195.00)
Investment in Capital Assets	(\$2,087,845.00)	(\$2,087,845.00)
Increase (Decrease) in Net Assets	(\$114,801.72)	\$0.00
Total Net Assets	(\$2,427,680.96)	(\$2,312,632.00)
Total Liabilities and Net Assets, June 30, 2013	\$17,663,660.59	\$23,292,512.00

Attachment B1
Humboldt Waste Management Authority
Summary Statement of Operations
For the Period Ending April 30, 2013
Actual vs Budget

	April Actual	YTD Total	YTD Budget	YTD Variance	% of YTD Budget	Total Budget	YTD 83.33% of Total Budget
Operations							
Total Revenues	912,532	8,214,364	8,633,483	(419,118)	95.15%	10,360,179	79.29%
Operational Expense	377,174	4,110,578	4,475,405	(364,827)	91.85%	5,370,486	76.54%
Payroll	174,393	1,700,021	1,656,000	44,021	102.66%	1,987,200	85.55%
Indirect Expense	94,299	1,172,526	1,224,346	(51,820)	95.77%	1,469,215	79.81%
Subtotal Expenses	645,866	6,983,125	7,355,751	(372,626)		8,826,901	
Net Operations	266,667	1,231,239	1,277,732	(46,492)		1,533,278	
Non-Operational Expense	39,293	392,930	409,108	(16,178)	96.05%	490,930	80.04%
Other Revenues & Expenses	(98,709)	(953,111)	(836,078)	(117,034)	114.00%	(1,003,293)	95.00%
Net Change in Assets	128,665	(114,802)	32,546	(147,348)		39,055	

**Attachment B2
Humboldt Waste Management Authority
Summary Statement of Operations
Year-to-Date for the Period Ending April 30, 2013
by Department**

	YTD Total	Admin	Transfer Station	ERD	HHW	Cummings Landfill	Recycling	Compost Facility	Programs
Operations									
Total Revenues	8,214,364	274,343	5,248,884	649,319	437,124	353,201	661,885	285,508	304,099
Operational Expense	4,110,578	16,827	2,585,183	544,171	184,804	146,921	359,889	239,440	33,344
Payroll	1,700,021	226,107	529,691	0	121,386	165,585	363,370	12,665	281,217
Indirect Expense	1,172,526	131,821	286,216	0	63,770	256,569	131,340	17,772	285,038
Subtotal Expenses	6,983,125	374,755	3,401,090	544,171	369,960	569,076	854,599	269,877	599,598
Net Operations	1,231,239	(100,412)	1,847,795	105,148	67,164	(215,874)	(192,714)	15,631	(295,498)
Non-Operational Expense	392,930	39,170	233,070	0	37,230	18,820	24,030	14,770	25,840
Other Revenues & Expenses	(953,111)	26,033	(840,762)	0	0	(99,424)	0	0	(38,958)
Net Change in Assets	(114,802)	(113,549)	773,963	105,148	29,934	(334,119)	(216,744)	861	(360,297)

Attachment B3
Humboldt Waste Management Authority
Statement of Operations with Budget
For the Period Ending April 30, 2013
Operations Group: Administration, Transfer Station, & Recycling Divisions

	April Actual	YTD Actual	YTD Budget	YTD Variance	% of YTD Budget	Total Budget	YTD 83.33% of Total Budget
Total Revenues	792,264	7,119,939	7,373,066	(253,126)	96.57%	8,847,679	80.47%
Direct Expenses	471,759	4,860,515	5,209,403	(348,887)	93.30%	6,251,283	77.75%
Gross Margin	320,505	2,259,424	2,163,663	95,761		2,596,396	
Indirect Expenses	50,167	567,149	566,197	952	100.17%	679,436	83.47%
Income from Operations	270,339	1,692,275	1,597,467	94,809		1,916,960	
Depreciation	31,104	311,040	327,188	(16,148)	95.06%	392,625	79.22%
Other Revenue & Expense	(81,789)	(814,728)	(836,078)	21,349		(1,003,293)	
Net Income (Loss)	157,446	566,507	434,202	132,305		521,042	

Attachment B4
Humboldt Waste Management Authority
Statement of Operations with Budget
For the Period Ending April 30, 2013

Programs Group: Integrated Waste Management & Household Hazardous Waste Divisions

	April Actual	YTD Actual	YTD Budget	YTD Variance	% of YTD Budget	Total Budget	YTD 83.33% of Total Budget
Total Revenues	72,918	741,223	858,833	(117,610)	86.31%	1,030,600	71.92%
Direct Expenses	48,357	620,750	628,253	(7,503)	98.81%	753,903	82.34%
Gross Margin	24,560	120,473	230,581	(110,107)		276,697	
Indirect Expenses	25,653	348,808	409,859	(61,051)	85.10%	491,831	70.92%
Income from Operations	(1,093)	(228,334)	(179,278)	(49,056)		(215,134)	
Depreciation	6,307	63,070	61,603	1,468	102.38%	73,923	85.32%
Other Revenue & Expense	(3,625)	(38,958)	(43,167)	4,208		(51,800)	
Net Income (Loss)	(11,025)	(330,363)	(284,048)	(46,315)		(340,857)	

Attachment B5
Humboldt Waste Management Authority
Statement of Operations with Budget
For the Period Ending April 30, 2013
Landfill Division (Includes Trust Funds)

	April Actual	YTD Actual	YTD Budget	YTD Variance	% of YTD Budget	Total Budget	YTD 83.33% of Total Budget
Total Revenues	47,350	353,201	401,583	(48,382)	87.95%	481,900	73.29%
Direct Expenses	31,450	312,506	302,788	9,719	103.21%	363,345	86.01%
Gross Margin	15,900	40,695	98,796	(58,101)		118,555	
Indirect Expenses	18,480	256,569	248,290	8,279	103.33%	297,948	86.11%
Income from Operations	(2,579)	(215,874)	(149,494)	(66,380)		(179,393)	
Depreciation	1,882	18,820	20,318	(1,498)	92.63%	24,382	77.19%
Other Non-Operational Expenses	(13,295)	(99,424)	158,483	(257,907)		190,179	
Net Income (Loss)	(17,756)	(334,119)	(11,330)	(322,789)		(13,596)	

Attachment C
Activity Report
July 1, 2012 - April 30, 2013

Waste Tonnage	Tonnage			Revenue		
	Year to Date	Prior YTD	% of Prior	Year to Date	Prior YTD	% of Prior
Hawthorne						
Franchise	35,384	35,987	98.3%	\$4,249,045	\$4,312,095	98.5%
Self Haul	13,359	13,100	102.0%	\$2,042,283	\$2,022,558	101.0%
Subtotal	48,743	49,087	99.3%	\$6,291,328	\$6,334,654	99.3%
Humboldt Sanitation	4,473			\$185,581		
ERD	5,677	6,254	90.8%	\$525,941	\$581,694	90.4%
TOTAL.	58,894	55,341	106.4%	\$7,002,850	\$6,916,347	101.3%
Greenwaste	2,179	1,878	116.0%	\$168,913	\$148,527	113.7%
Household Hazardous Waste						
	Customers			Revenue		
	Year to Date	Prior YTD	% of Prior	Year to Date	Prior YTD	% of Prior
Commercial	291	272	107.0%	\$76,407	\$54,548	140.1%
Residential	2,133	2,176	98.0%	\$17,967	\$22,338	80.4%
Fortuna Residential	26	29	89.7%	\$490	\$595	82.4%
Revenue from Countywide Fee				\$324,477	\$305,806	106.1%
TOTAL.	2,450	2,477	98.9%	\$419,341	\$383,288	109.4%
Traffic Count	Average Daily Count FY13	Exceptions		Average Daily Count FY12	Exceptions	% of Prior
July	266	None		281	None	94.7%
August	252	None		265	None	95.1%
September	252	None		265	None	95.1%
October	238	None		241	None	98.8%
November	239	None		229	None	104.5%
December	236	None		236	None	100.0%
January	247	None		234	None	105.6%
February	227	None		237	None	95.8%
March	239	None		216	None	110.6%
April	249	None		239	None	104.2%
May				259	None	0.0%
June				259	None	0.0%
Year-to-Date Average	245			244		100.1%

Attachment D
Cash Disbursements
For Month Ending April 30, 2013

Paid To	Amount	Paid To	Amount
101Netlink	\$60.00	Mercury Disposal Systems, Inc	\$766.00
Access Humboldt	\$150.00	Mission Uniform & Linen	\$1,031.53
Advanced Superior Alarms	\$69.00	Nancy Diamond	\$10,526.74
AFLAC	\$185.30	Network Management Services	\$2,837.88
Anderson Landfill	\$63,479.34	North Coast Cleaning Service I	\$182.00
Applied Industrial Tech-CA LLC	\$141.59	North Coast Laboratories, Ltd	\$147.00
AT & T	\$384.19	Northern California Gloves	\$215.63
Bank of New York	\$107,100.00	Northern California Safety Con	\$80.00
Bettendorf Enterprises, Inc.	\$219,868.60	Oak Harbor Freight Lines, Inc.	\$1,290.00
Blue Shield of California	\$23,353.43	Occupational, Environmental He	\$107.00
Broadway Medical	\$18.35	P G & E	\$4,430.42
CA SDU	\$13.00	Pacific Motorsports	\$539.34
Capital One Commercial	\$22.97	Pacific Paper Co.	\$1,321.79
Cardmember Service	\$2,722.90	Pape Machinery	\$1,006.87
Carolina Software	\$300.00	Peterson Tractor	\$175.58
Cash	\$300.00	Picky Picky Picky Store	\$146.13
City of Eureka	\$7,175.02	Pierson Building Center	\$359.88
CMRS-FP	\$1,200.00	Pro Pacific Auto Repair, Inc.	\$1,570.13
Cold Creek Compost	\$1,580.79	Randy Jones Trucking	\$850.00
Con-Way Freight Lines	\$700.00	RCS	\$359.28
Cora Williams	\$152.00	Recology Humboldt County	\$6,858.00
Court-Ordered Debt Collections	\$727.01	Redwood Teen Challenge	\$1,310.00
Crystal Springs Bottled Water	\$130.25	Rogers Machinery Company, Inc.	\$475.22
Dept of Motor Vehicles	\$104.00	Schuyler Rubber Co.,Inc	\$1,782.61
East Bay Machine & Hydraulics	\$101.63	Scraper's Edge	\$93.23
Eel River Disposal	\$2,400.00	SCS Field Services	\$250.00
Eureka Broadcasting Co.,Inc	\$1,000.00	SDRMA	\$100.00
Eureka Humboldt Fire Extinguis	\$963.67	Senior News	\$345.00
Eureka Napa	\$34.26	SETCO	\$2,358.40
Eureka Payments (Credit Card Fees)	\$2,793.18	Staples Credit Plan	\$214.83
Express Services, Inc.	\$7,462.59	State Water Resources Control	\$1,359.00
Foster Striping	\$1,981.25	Statewide Traffic Safety & Sig	\$938.52
Hensell Materials	\$499.97	Steritech Group Inc	\$325.00
Humboldt Bay Forest Products	\$8,073.02	Steve Morris Logging & Contrac	\$11,218.07
Humboldt Bay Instrument & Elec	\$3,890.00	Suddenlink	\$204.95
Humboldt Community Services Di	\$20.60	Thumper's Mechanical Service I	\$1,000.00
Humboldt Recycling LLC	\$1,760.00	Tiffany Ibbs	\$1,665.71
J. CARLOS CHAVEZ	\$134.84	Uline Shipping Supply Speciali	\$388.38
J.J. Keller & Assoc, Inc	\$233.82	Umpqua Bank	\$24,709.00
James Donald Dodds	\$321.20	US Bank Office Equipment Finan	\$404.00
Janis Erickson	\$160.00	Verizon Wireless	\$382.06
Karen Sherman	\$169.73	Western Baler & Conveyor, Inc	\$71,808.79
KMUD Redwood Community Radio	\$400.00	Western Chain Saw	\$61.25
L & M Renner, Inc	\$5,392.92	Woods Pest Control	\$210.00
Lawrence & Associates	\$8,256.25	Zep Manufacturing Company	\$1,703.93
Lighting Resources, LLC	\$4,393.15	Total Payments to Vendors	\$664,105.20
Mad River Hardwood Co., Inc	\$25,272.20		
McKenny's Do It Best Bldg Cent	\$265.08	Total Payroll Expenses	\$135,035.49
Mendes Supply Company	\$78.95	Total Disbursements	\$799,140.69

Attachment E
Humboldt Waste Management Authority
Cash Position
For the Period Ending April 30, 2013

Fund Name	Investor	Restricted	Unrestricted
Public Funds Checking Account	Umpqua Bank		\$2,160,992.15
Public Funds Savings Account	Umpqua Bank		\$397,044.18
Landfill Closure/Post Closure Trust Fund	Union Bank	\$4,284,142.56	
Landfill Article 5 Corrective Action Trust Fund	Union Bank	\$65,483.96	
Project Fund - Series 2002 Bond	Bank of New York	\$408.92	
Reserve Fund - Series 2002 Bond	Bank of New York	\$121,460.29	
Debt Service Fund - Series 2002 Bond	Bank of New York	\$31.09	
Revenue Fund for Bond Payment - Series 2002 Bond	Bank of New York	\$397,799.51	
Reserve Fund - Series 2005 Bond	Bank of New York	\$693,995.00	
Cost of Issuance - Series 2005 Bond	Bank of New York	\$24,891.97	
Revenue Fund - Series 2005 Bond	Bank of New York	\$416,663.47	
Bond Payment Deposit	AIG - Wells Fargo	\$599,395.00	
Total Funds		\$6,604,271.77	\$2,558,036.33



Staff Report

DATE: May 23, 2013

FROM: Patrick Owen, Operations Manager

SUBJECT: Item 5c)
Consider Approval to Authorize Purchase 2012 H30D Linde Forklift

RECOMMENDED ACTION:

Approve Purchase of 2012 Linde H30D Forklift, in the amount of \$42,677.56

DISCUSSION:

The existing 1997 Hyster forklift used by the Transfer Station Tip Floor has reached the end of its useful life. During the FY 2012-13 Mid-Year Budget Adjustment discussions, the Board approved an increase up to \$50,000 for purchase of a new forklift for use on the Hawthorne Street Transfer Station Tip Floor. Staff advertised and circulated a Request for Proposals to be submitted by May 15th with a publicly noticed bid opening on May 15, 2013 at 2 PM.

With the goal of converting the equipment fleet to standardized equipment operation, and elimination of propane, HWMA staff solicited bids and obtained quotes for a new 6,000 lb. capacity, diesel-powered forklift with a hydrostatic power train. Three quotes were received from two vendors (Holt of California and Pape Material Handling of Eureka), and while options varied from model to model, staff tried as best as possible to make an “apples to apples” comparison. The quoted prices are as follows:

<u>Make/Model</u>	<u>Price w/sales tax included</u>	
2013 Hyster H60FT	\$ 34,418.09	Submitted bid did not meet solicited specifications
2012 Linde H30D	\$ 42,677.56	Submitted bid met solicited specifications
2013 Linde H30D	\$ 49,876.19	Submitted bid met solicited specifications

Staff is requesting authorization to purchase the 2012 Linde H30D model, based on price and our service experience over the years with Holt of California. Staff is further recommending purchase of the 2012 model as the vehicle is available for immediate delivery and \$7,148.75 less than the 2013 model. An analysis of HWMA’s current off-road diesel equipment fleet shows that our compliance with California Air Resources Board (CARB) emission requirements is the same whether we purchase a 2012 or 2013 model.

The two submitted bids for the Linde models met the basic bid requirements for a hydrostatic drive, which eliminates the need for a torque converter, friction brakes, transmission and clutch. Staff believes that over the life of the new equipment, a hydrostatic drive lift truck will save on repairs and down time compared to a conventional lift truck, such as the Hyster H60FT.

HWMA has been pleased with the performance of our 2009 Linde H30D over the past three and a half years, which is used heavily and extensively in HWMA's Recycling Center. Furthermore, operational staff supports purchase of equipment that has same matching fingertip controls on the new forklift as the existing Recycling Center forklift. There will also be an improvement in safety, as forklifts are frequently used on the Tip Floor, Household Hazardous Waste and the Recycling Center for freight shipments in and out of the Transfer Station. Standardization of equipment and controls will minimize staff transitioning between foot pedal-controlled and fingertip-controlled machinery.

Bid submittals are available for review at the HWMA Business office.

FISCAL IMPACT:

Purchase of this item was originally in the approved FY 2012-13 Budget, and increased to \$50,000 in the Mid-Year FY 2012-13 Budget.

ALTERNATIVES:

- 1.) Continued use of a 16-year old forklift with high maintenance needs and frequent downtime; or
- 2.) Board's discretion.



Staff Report

DATE: June 20, 2013

FROM: Jill Duffy, Executive Director
Tyler Egerer, Administrative Services Manager

SUBJECT: Item 7)
Review and Approve FY2013-2014 Budget and Adopt Resolution 2014-01 for the Collection of Integrated Waste Management Fees

RECOMMENDED ACTION: Roll Call Vote.
Approve Fiscal Year 2013-2014 Budget with 4.25% Increase to Tipping Fees and Adopt Resolution 2014-01, for the Collection of Integrated Waste Management Fees.

DISCUSSION:

At the May 9, 2013 meeting of the Board of Directors, the Board approved a 4.25% increase in tipping fees and directed staff to revise the budget presented during that meeting (which included a 6.3% tip fee increase) to fit within that established parameter. The attached budget documents have been updated to reflect the 4.25% increase in tipping fees (detailed in Attachment C, Disposal Fee Calculations).

The budget for Fiscal Year 2013-2014 and accompanying Fee Resolution is presented for approval. This budget establishes the goals and priorities that will enable management and operation of the HWMA's activities during the fiscal year July 1, 2013 through June 30, 2014.

Based on direction provided by various members of the Board, staff has identified certain areas within the budget to achieve to reduce the tip fee to 4.25% and meet the following objectives:

- To the extent possible, fully fund Board approved projects; and
- Retain the Authority reserves at 20%; and
- Fund capital improvements for FY 2013-14 only.

The budget as presented takes into consideration the following changes:

- Encumbered capital improvements have been eliminated from the May draft budget, for a reduction of \$184,500; staff intends to present a Capital Improvement Plan for consideration by the Board later in the year, with the intent to implement the Plan in following Fiscal Years.
- The one 0.5 Full Time Equivalent Utility Worker in Recycling has been removed from the proposed budget, for a budget reduction of \$21,154. The needs of this position will be covered through efficiencies in scheduling of current personnel.
- The fuel cost assumptions for solid waste hauling, both for the Transfer Station and Satellite Facilities, has been reduced from \$4.65 per gallon to \$4.45 per gallon, for a

savings of \$51,258. Staff originally reduced this estimate as part of the May budget proposal from \$4.85 per gallon in order to reflect actual prices paid to hauling contractors. This reduction to \$4.65, while slightly increasing the risk of effects of diesel spikes, is still well within estimated cost increases to be expected through the end of the Fiscal Year.

The 4.25% increase to the Tip Fee accounts for CPI adjustments to disposal rates across all waste streams, expansion of programs, and necessary increases in personnel expenses, including an across-the-board increase in wages through a Cost of Living Adjustment of 1.59%. These increases are to be expected in the course of the Authority's operations. Senior management is committed to the continual improvement of operations and cost savings in an effort to reduce expenditures throughout the year.

With these changes, the budget as presented is balanced, maintains the 20% reserve established by Board policy, and provides for the continuation of all programs. The budget provides for a Net Income (Positive Change in Net Assets) of \$5,049.

Staff is recommending approval of the attached Budget and Fee Resolution, to go into effect July 1, 2013.

ALTERNATIVES:

Board discretion.

ATTACHMENTS:

Fiscal Year 2013/2014 Budget Report and Attachments



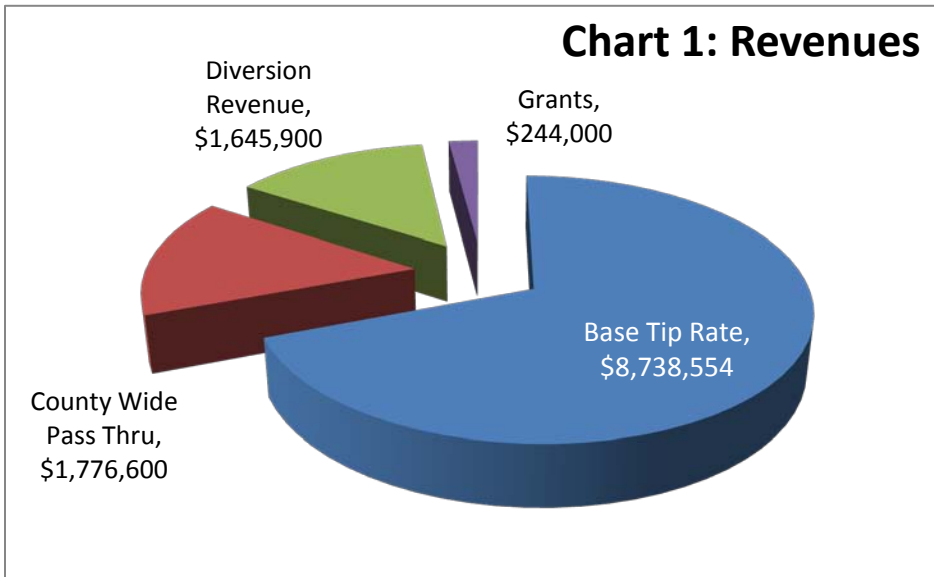
Humboldt Waste Management Authority

**Report of Operational Estimates and Tip Fees
Established for
Fiscal Year 2013-2014 Budget**

June 20, 2013

The budget for Fiscal Year 2013-2014 and accompanying Fee Resolution is presented for approval. This budget establishes the goals and priorities that will enable management and operation of the HWMA’s activities during the fiscal year July 1, 2013 through June 30, 2014.

The proposed balanced budget represents \$12,405,054 in projected revenue, as outlined in Chart 1:

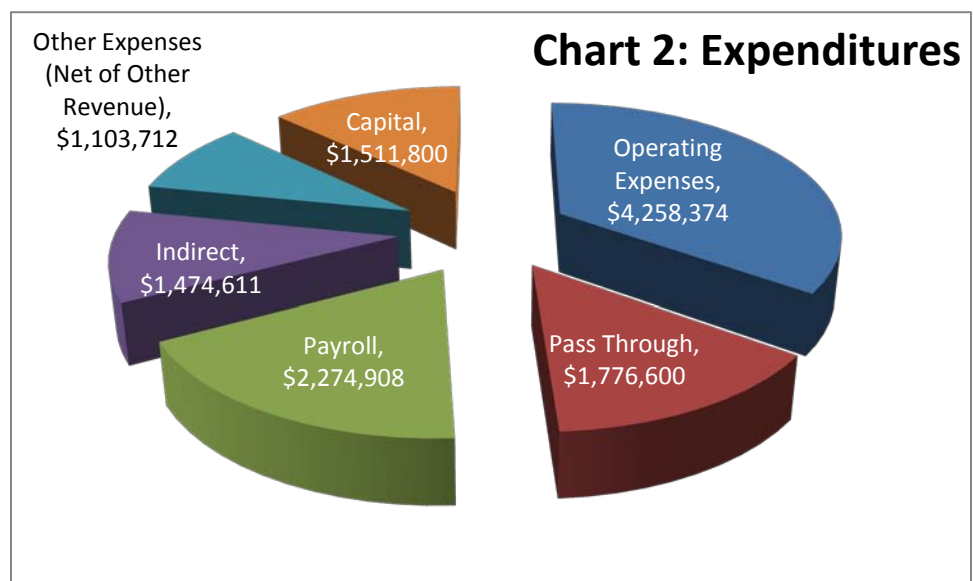


HWMA derives the bulk of its revenues from Tip Fees, which is comprised of the Base Tip Rate plus the County Wide Pass-Through Rate (see Attachment C). Diversion efforts, such as materials salvage, e-waste disposal, and hazardous waste collection fees are the vast portion of the remainder of revenues. Grant revenues received by the Authority expended through the programs they fund.

Other available funding includes the HWMA undesignated reserves of \$1,850,000, and the Cummings Road Landfill Closure Fund of \$3,769,932. While undesignated reserves may be used for general purposes, the Closure Fund is restricted to activities directly related to closure and post-closure activities at the Cummings Road Landfill.

Expenditures of \$12,400,005 budgeted for Fiscal Year 2013-2014 are represented in Chart 2:

HWMA operating expenses and Pass-Through Fees are the chief expense for the Authority. Payroll consists of approximately \$1.5 million in wages paid to employees, with approximately \$750,000 budgeted for employee benefits, including medical and compensation insurance.



HWMA depends upon collection of tip fees to fund operations, programs and activities. The budget accounts for an increase to County-Wide

Pass-Through Fees and the Base Tip Fee (*see Attachment C, Disposal Fee Calculations*) for a total of \$125.34 per ton Franchise, \$152.53 per ton Self-Haul, and \$96.58 per ton Satellite Facility. This equates to an increase of 4.25% across the board.

The 4.25% increase to the Tip Fee accounts for CPI adjustments to disposal rates across all waste streams, expansion of programs, and necessary increases in personnel expenses, including an across-the-board increase in wages through a Cost of Living Adjustment. These increases are to be expected in the course of the Authority's operations. Senior management is committed to the continual improvement of operations in an effort to reduce these necessary costs throughout the year.

As presented at the March 11, 2013 Board meeting, a number of HWMA's contracts for hauling and disposal services will come due for renewal or renegotiation within the next two years. Many of these contracts will establish new price points for services above current levels, with no price escalators over the previous life of the existing contract to help smooth these transitions. Staff will be evaluating strategies in the upcoming months to build these rate smoothing tools into future agreements.

The budget as presented is balanced, maintains the 20% reserve established by Board policy, and provides for the continuation of all programs. The budget provides for a Net Income (Positive Change in Net Assets) of \$5,049.

FY 2013-13 Operating Budget Assumptions

The proposed 4.25% tip fee increase is the result of the following assumptions:

Revenue:

- 1) Solid waste disposed will remain at 70,000 tons; comprising of 41,000 tons franchised hauler waste; 16,000 tons self-haul waste; 12,000 tons satellite facility collection; and 1,000 tons of miscellaneous contractor waste self-hauled directly to landfill. The Authority experienced a sharp decline in tonnage disposed from 2008 onward, but that decline appears to have reached a plateau, and is holding firm. Without any obvious outside indicators to the contrary, staff estimates this rate of disposal will hold barring the introduction of new diversion programs;
- 2) To maintain a balanced budget, the Base Tip Fee for Franchise, Self-Haul, and Satellite Facility waste, as well as County-Wide Pass-Through Fees, are proposed to be increased per the table in Attachment C, Disposal Fee Calculation;
- 3) Grant funded projects shall be funded only by grant monies rewarded – except in such instances where fund-matching is required and has been approved by the Board as part of the grant process;
- 4) Household Hazardous Waste, AB939 reporting and education duties, the pilot Foodwaste Collection Program and Anaerobic Digester Project will remain fully funded, through a combination of both self-generated revenue and County-Wide Pass Through Fees;

Expenditures:

- 5) Solid waste transportation hauling and landfill disposal costs were adjusted for the Consumer Price Index (CPI for All Urban Consumers, U.S. All Items 1982-84=100 for the Month of October) by an increase of 2.16%, per the respective agreements;
 - a. Humboldt Bay Forest Products has provided a rate increase which will allow them to maintain the level of service required for leachate hauling. This increase has been factored into the final budget, and has had minimal impact on total expenses.
- 6) Fuel cost assumptions for solid waste hauling have been adjusted down from \$4.85 per gallon to \$4.45 per gallon. The decrease is a result of more accurate pricing for future diesel rates; the current rate for diesel in California is around \$4.15 per gallon. Bettendorf trucking, the Authority's solid waste hauler, negotiates for better prices. Assuming an approximate 10% increase in diesel prices over the Fiscal Year, \$4.45 per gallon is a safe estimate for Fiscal Year-end rates.
- 7) Payroll expenses are expected to increase by 0.5% per employee for PERS contributions, as a result of rate smoothing and investment strengthening measures enacted by the CalPERS Board of Directors;
- 8) Medical insurance premiums are expected to increase by 10%. This is a slight reduction of the initial assumption of 11.8% presented in the draft budget. This figure comes from an initial quote by Pauli-Harbor-Whitaker, the Authority's insurance provider.
- 9) Propose to adjust staff salaries, with the exception of the Executive Director, for a cost of living allowance by 1.59% using the U.S. All Items 1982-84=100 CPI for January 2013. Merit raises given where appropriate;
- 10) Staffing increase by a total of 1.25 Full-Time Equivalent; propose to add one Program Analyst – Food Waste Diversion Specialist at 0.75 FTE; propose to add one part-time employee at 0.5 FTE to Pilot Foodwaste Collection Project.

Detailed Budget Report:

Attachment A to this report is the expanded budget encompassing all financial information for each of the Authority's divisions. This budget report has been formatted differently than previous reports, in that information for all divisions is presented side-by-side, rather than by grouping (Operations, Programs, and Landfill). The Organics budget has been separated from the Programs division for the purposes of tracking revenue and expenditures for that project.

Administration covers the costs associated with Human Resources management, financial management, expenses for Board related activities, and expenses incurred by the Executive Director in the regular course of business. Expenses are offset chiefly by the Administrative portion of the Pass-Through Fee, along with the collection of rents and income from interest earned on the Authority's bonds.

Operations encompass the most significant portion of the Authority's activities, focusing solely on the activities of the Transfer Station Tip Floor and solid waste disposal. Tip fees are collected through these activities, with pass-through income distributed to member agencies, other departments, and community projects as necessary. Expenses may be partially offset by

collection of fees for labor, hazardous waste clean-up, and special disposal fees placed on certain items (such as appliance and bulky item disposal). Satellite facility income and expenses are also folded into operations. The Authority currently maintains two satellite facilities; one through Eel River Disposal in the south County, and one through Humboldt Sanitation, in the north County.

The **Recycling** division functions solely through the operation of the Eureka Recycling Center at the Authority's Transfer Station. Revenues generated from the sale of CRV materials are offset on a dollar-for-dollar basis by CRV payouts to customers. Further revenue is realized through the sale of salvaged materials such as scrap metal, hard plastics, and cardboard. Market prices determine how effectively the sale of these materials offset expenses. In addition, an agreement with Solid Waste of Willits for transportation and processing of single-stream recyclables earns the Authority \$3/ton for receiving/loading of materials, and no less than \$8/ton for the material itself. Participating Member Agencies receive at least \$8/ton for materials delivered by their franchise hauler and shipped through this agreement.

Compost activities are those expenses associated with the transportation and processing of Greenwaste. The Authority has a number of business partners that assist in the diversion of Greenwaste, as well as assistance from both the Cities of Arcata and Eureka to provide additional methods of disposal of Greenwaste with the intent to improve diversion of these materials from the landfill. Greenwaste disposal fees, both at the Transfer Station and Mad River Compost, offset a significant portion of the expenses involved in handling the material; the remainder is covered by solid waste tipping fees.

Programs includes AB939 reporting, strategic planning implementation, mobile e-waste disposal events, and activities which involve education and outreach to various stakeholders in an effort to continue, improve, or implement diversion goals for each of the cities. AB939 funds (*see Attachment D for a full breakdown of these fees*) and grants are the primary source of revenue for this department. With the completion of the Strategic Plan, Programs activities will move towards implementation of the Plan's directives, as approved by the Board of Directors.

Organics focuses on source separated food waste and the development of an anaerobic digester, with the intended result of significantly increasing solid waste diversion for all members of the Authority. This includes the implementation of a Pilot Food Waste Collection Program, research into use of alternative energy solutions at the Cummings Road Landfill, and planning and development of an Anaerobic Digester. This department functions primarily through the award of grants; expenses incurred beyond the scope of any grants are funded through the solid waste tip fees.

Household Hazardous Waste engages in the handling and disposal of hazardous wastes generated by local residents and small businesses. Through the use of collection events held at the Transfer Station and throughout the jurisdiction of the Authority during the summer months, this department actively participates not only in diversion of undesirable materials from the waste stream, but extensive vetting and processing of materials suitable for reuse by the public. Event revenue and a portion of Pass-Through Fees fund this department.

The **Cummings Road Landfill** is an inactive landfill located at the end of Cummings Road, just outside of Eureka. Phase I Closure, comprising approximately 60% of the total landfill area, was completed in October of 2012. The Authority will be responsible for Phase II Closure activities, monitoring and reporting, maintenance activities, and for maintaining the Landfill through 30 years of post-closure; a pledge of revenue through part of the Authority’s Pass-Through Fees will ensure that post-closure maintenance continues throughout the years.

The following is a brief guide to navigating Attachment A, Budget Detail:

	(1)	(2)	(3)	(4)	(3)	(4)	(3)	(4)
	Total	Administration		Tip Floor		Recycling		
	FY 13-14 Budget	FY 12-13 Budget	Proposed FY 13-14	FY 12-13 Budget	Proposed FY 13-14	FY 12-13 Budget	Proposed FY 13-14	
1 Revenues								
2 Franchise Tipping Fees								
3 Self-Haul Tipping Fees								
4 Reimbursements								

- (1) Account Titles; accounts are not exclusive to one division, and a zero value on a line item for a given department does not necessarily mean it cannot be used or has not been used in previous budgets.
- (2) Total Budget for Fiscal Year 2013-2014; this column represents the sum of all columns, by division, and is the entire outline of the budget for the Fiscal Year.
- (3) Approved Budget for Fiscal Year 2012-2013; this column represents, per department, the approved budget for the current Fiscal Year, and reflects Mid-Year Adjustments as approved at the January 2013 meeting of the Board of Directors. It is provided as reference to the proposed budget presented in (4).
- (4) Departmental Budget for Fiscal Year 2013-2014; this column represents the proposed budget, per department, for the coming Fiscal Year. Revenue is based on estimated tonnage or, for diversion activities, recent trends in activity through the Transfer Station. Expenses are estimates based on CPI, tonnage output, and recent spending trends.

Proposed Capital Expenditures for FY 2013-14

Attachment B details the proposed Capital Improvements for Fiscal Year 2013-2014. These expenditures total \$223,800. Staff will prepare and present, in the coming year, a proposal to initiate development of a Capital Improvement Plan, in addition to new reserve policies aimed at designating a portion of the Authority’s reserves for one-time capital expenditures, rate stabilization support, and emergency maintenance and repair requirements.

In addition to the Improvements listed in Attachment B, \$1,288,000 has been budgeted for interest and principal payments on HWMA’s 2002 and 2005 bond issuances. The majority of proposed budgeted capital expenditures are expected to be covered through tip fees, recognizing that other sources of funding may be necessary such as loans or bond issuance. This will not affected smaller projects because those will continue to be paid from operating funds.

County-Wide Pass-Through Fee & Associated Programs

Staff proposes a 3.0% (\$0.71) increase to fund the programs described in Attachment E. The fees collected for countywide programs are based on 70,000 estimated tons disposed through HWMA’s system. This proposed increase to \$25.38/ton will result in approximately \$1.7

million to fund specific program activities such as HWMA administration, Household Hazardous Waste, Cummings Road Landfill operations and external programs such as the County of Humboldt's Local Enforcement Agency and Code Enforcement.

Reserve Accounts

Cummings Road Landfill Trust Fund

Page 13 of the Fiscal Year 2011-2012 Audit shows a Closure and Post-Closure Trust Fund balance of \$8,361,349. Of that amount, Phase I Closure expenses of approximately \$4.5 million have been withdrawn from the account and approximately \$900,000 is held in retention pending approval of Phase I Closure.

The use of these funds is permissible only for Closure related activities. Until such time, the Trust funds are invested by Union Bank, earning interest to further improve the amount of money held in trust. As of April 2013, the Trust Fund contains \$4,284,142.56.

Authority Reserve Fund

HWMA Policy 3030.1 established an undesignated reserve policy goal to maintain a reserve fund equal to 20% of annual projected expenses. Funds would be available for 1) contingencies for unseen or capital needs; 2) economic uncertainties; and/or 3) cash flow requirements. In some years, the reserve fund increased above the 20% threshold, and the Board would direct a reduction. In the Fiscal Year 2012-2013 budget, the Board approved a reduction to Authority reserves through planned capital expenditures and improvements which resulted in the reserve returning to 20% of Operating Expenses.

At present, the Authority maintains an Undesignated Reserve Account of \$1,850,000. Of those funds, approximately \$900,000 is temporarily being held in a retention fund with CalRecycle, and Staff expects the \$900,000 retention to be released in Fiscal Year 2013-2014.

Staff proposes to return to the Board with a recommendation to establish Designated Reserve funds, such that funds may be established and used for specific, one-time capital expenditures and improvements such as the anaerobic digester or other significant capital expenditure projects.

ATTACHMENTS:

- A) FY 2013/2014 Budget Detail 4.25% Tip Fee Increase
- B) FY 2013/2014 Capital Improvement Schedule
- C) FY 2013/2014 Disposal Fee Calculation
- D) FY 2013/2014 AB 939 Allocation
- E) County Wide Pass Through Fee – Program Overview and Proposed Funding Details
- F) Resolution 2014-01, *A Resolution of the Humboldt Waste Management Authority for the Collection of Integrated Waste Management Fees*
- G) FY 2013/2014 Organization Chart

Attachment A
Budget with 4.25% Tip Fee Increase
FY Budget 2013-14

	Total	Administration		Tip Floor		Recycling		Greenwaste		Hazardous Waste		Programs		Landfill		Organics FW		Organics AD	
	FY 13-14 Budget	FY 12-13 Budget	Proposed FY 13-14	FY 12-13 Budget	Proposed FY 13-14	FY 12-13 Budget	Proposed FY 13-14	FY 12-13 Budget	Proposed FY 13-14	FY 12-13 Budget	Proposed FY 13-14	FY 12-13 Budget	Proposed FY 13-14	FY 12-13 Budget	Proposed FY 13-14	FY 12-13 Budget	Proposed FY 13-14	FY 12-13 Budget	Proposed FY 13-14
1 Revenues																			
2 Franchise Tipping Fees	5,232,743			4,169,290	5,139,143											30,000	93,600		
3 Self-Haul Tipping Fees	2,840,446			2,181,240	2,440,446	275,000	250,000			150,000	150,000								
4 Reimbursements	226,100					230,000	215,000			9,100	9,100	2,200	2,000						
5 Appliances	60,000					90,000	60,000												
6 Cathodes	18,000					16,000	18,000												
7 Tires	10,000			10,000	10,000														
8 E-waste Revenue	100,000						50,000					100,000	50,000						
9 Greenwaste Tip Fee - HWMA	383,200							358,389	383,200										
10 Fees - Other Waste Facilities	1,308,964			844,760	1,158,964	170,000	150,000												
11 Salvage Sold	135,000			55,000	55,000	84,000	80,000												
12 Administration Fee	217,000	373,800	217,000																
13 HHW Program Revenue	433,300									399,700	433,300								
14 Landfill Fee	326,900													326,900	326,900				
15 Income from Trust Fund	70,000													155,000	70,000				
16																			
17 Pass Through Revenue																			
18 Countywide Enforcement (LEA)	186,200	414,400	186,200																
19 Rural Container Program	193,200		193,200																
20 Table Bluff Landfill Maintenance	35,000		35,000																
21 AB 939 Programs Revenue	345,100											172,200	345,100						
22 Cleanup	39,900			39,900	39,900														
23																			
24 Grant Income																			
25 Waste Tire Grant	50,000												50,000						
26 Oil Payment Program Grant	50,000										25,000	25,000							
27 Household Hazardous Waste Grant	30,000										30,000								
28 Dept. of Conservation Grant	20,000											20,000							
29 Foodwaste Pilot Project Grant	94,000																94,000		
30																			
31 Total Revenues	12,405,054	788,200	631,400	7,300,190	8,843,454	865,000	823,000	358,389	383,200	558,800	647,400	274,400	492,100	481,900	396,900	30,000	187,600	0	0
32																			
33 Direct Expenses																			
34 Solid Waste Hauling	2,047,011			2,097,781	2,047,011														
35 Solid Waste Disposal	1,280,050			1,300,104	1,280,050														
36 Satellite Facility Diposal Fees	790,192			733,068	790,192														
37 Greenwaste Hauling & Disposal	319,996							300,000	319,996										
38 Food waste Hauling & Disposal	131,040															17,000	131,040		
39 Tire Hauling & Disposal	7,000			7,000	7,000														
40 CRV Paid Out	365,000					400,000	365,000												
41 Leachate & Asbestos Hauling	181,865													152,000	181,865				
42																			
43 Total Waste Expense	5,122,154	0	0	4,137,953	4,124,253	400,000	365,000	300,000	319,996	0	0	0	0	152,000	181,865	17,000	131,040	0	0
44																			
45 Operational Expenses - Pass Throughs																			
46 Cleanup & Enforcement Expense (Account 901)	25,000			17,900	25,000														
47 County Code Enforcement Program	32,000			32,000	32,000														
48 Countywide Enforcement (LEA) Passed Thru	186,200	414,400	186,200																
49 Rural Container Program Passed Thru	193,200		193,200																
50 Table Bluff Landfill Maintenance Passed Thru	35,000		35,000																
51 AB 939 Paid to Agency Members	71,420												82,600	71,420					
52																			
53 Other Operational Expenses																			
54 RMDZ	10,000	0		0		0		0		0		10,000	10,000	0					
55 Contract Services	360,000	16,827	0	44,000	20,000	49,404	25,000	0		250,000	310,000	10,303	5,000	10,845	0				
56																			
57 Operational Expenses	912,820	431,227	414,400	93,900	77,000	49,404	25,000	0	0	250,000	310,000	102,903	86,420	10,845	0	0	0	0	0
58																			
59 Payroll Expense	2,274,908	270,000	227,607	587,000	782,103	430,000	491,804	16,100	19,981	155,000	186,977	198,500	222,235	200,500	222,555	130,100	60,321		61,325
60																			
61 Indirect Expenses																			
62 Accounting Expense	15,500	15,000	15,500																
63 Advertising Expense	37,700			2,500	2,500	4,000	3,000			8,500	15,000	30,000	16,000			100	1,200		
64 Alarm/Security Expense	2,400	400	400		500	400	500							400	1,000				
65 Bank Fees Expense	23,500	2,500	2,500	19,000	18,000									3,000	3,000				
66 Dues/Membership	4,600	600	1,500		300		300				500	2,700	1,000					1,000	1,000
67 Engineering & Consulting	167,500		0	12,500	82,000	500	1,500					60,000	0	50,000	20,000			152,000	64,000
68 Environmental Monitoring	82,000			3,000	2,000									80,000	80,000				
69 Gas/Fuel Expense	80,550			55,000	55,000	11,000	12,000			4,300	4,800	2,000	2,750	4,500	6,000				

Attachment A
Budget with 4.25% Tip Fee Increase
FY Budget 2013-14

	Total FY 13-14 Budget	Administration		Tip Floor		Recycling		Greenwaste		Hazardous Waste		Programs		Landfill		Organics FW		Organics AD	
		FY 12-13 Budget	Proposed FY 13-14	FY 12-13 Budget	Proposed FY 13-14	FY 12-13 Budget	Proposed FY 13-14	FY 12-13 Budget	Proposed FY 13-14	FY 12-13 Budget	Proposed FY 13-14	FY 12-13 Budget	Proposed FY 13-14	FY 12-13 Budget	Proposed FY 13-14	FY 12-13 Budget	Proposed FY 13-14	FY 12-13 Budget	Proposed FY 13-14
70 Grant Expense - Waste Tire Grant, Net of Payroll	40,000												40,000						
71 Grant Expense - Oil Payment Program, NoP	40,000										20,000		20,000						
72 Grant Expense - HHW Grant, NoP	24,000										24,000								
73 Grant Expense - Dept. of Conservation, NoP	16,000												16,000						
74 Grant Expense - Foodwaste Pilot Project, NoP	76,700																76,700		
75 Insurance - Environmental	10,000													9,725	10,000				
76 Insurance - General Liability	28,591	4,621	4,621	7,700	8,000	6,922	7,500	0		1,540	1,540	4,620	4,620	2,310	2,310				
77 Insurance - Property	16,026	432	432	9,307	9,307	903	903	251	251	2,484	2,484	987	687	1,962	1,962				
78 Janitorial/Vector Services	17,700	1,000	500	10,000	11,000	3,000	3,500	0		1,000	1,000	1,450	1,500	200	200				
79 Legal Expense	55,000	90,000	55,000	0		0		0		0		2,000	0						1,000
80 Property & Equipment Leases	47,200	4,000	4,200	14,000	15,000	0		20,000	22,000	0					6,000				
81 Meeting Expense	5,700	3,000	3,200	0	250	0	250	0		0		4,000	1,000		1,000				
82 Office Supplies	16,700	6,000	4,000	4,000	5,000	2,000	1,500	0		2,500	2,500	4,500	2,500	700	700			100	500
83 Operating Supplies	41,500	0		8,500	12,000	6,000	9,000	0		20,000	20,000			500	500	12,000			
84 Outside Printing	4,200	200	600	1,000	1,500	1,500	300	0		1,000	1,000			300	500			1,000	300
85 Permits & Fees	84,594	0		6,000	10,000	0	500	0		0				60,094	60,094			28,000	14,000
86 Postage	4,600	600	800	600	600	600	600	0		800	400	1,500	1,500	700	700				
87 Publications	600	0		0	150	0	150	0		0		300	300	0					
88 Repairs & Maintenance Facilities	93,500	300	500	40,000	30,000	3,000	5,000	0		5,000	5,000	3,000	3,000	35,000	50,000				
89 Repairs & Maintenance Equipment	157,200	2,000	2,200	103,000	80,000	61,000	55,000	0		4,000	4,000	1,000	1,000	15,000	15,000				
90 Repairs & Maintenance Vehicles	6,000	0		0		0	1,000	0		1,500	0	1,000	1,000	1,500	4,000				
91 Safety Expense	18,050	200	300	6,000	5,000	3,000	3,000	50	50	2,000	5,000	2,200	2,500	2,157	2,200				
92 Small Tools	6,500	0		50	1,000	250	1,000	0		500	500	0		1,000	4,000				
93 Software Expense	38,100	8,000	9,500	8,000	8,800	4,000	4,400	0		4,000	4,400	8,000	8,800	2,000	2,200				
94 Taxes	200	0		0		0		0		0		0		200	200				
95 Telephone Expense	15,900	3,600	3,600	2,300	2,600	1,200	1,500	0		2,200	2,200	2,000	2,000	4,000	4,000				
96 Training	21,500	200	6,000	1,750	3,000	0	2,000	0		3,500	3,500	3,000	3,000	0	2,000			7,000	2,000
97 Travel - Transportation, Meals, Lodging	21,500	0		0	2,500	0	1,000	0		4,000	6,000	0	3,000	200	3,000			8,000	6,000
98 Mileage Reimbursement	4,700	1,500	1,700	0	100	0	100	0		1,000	1,000	1,200	600	100	1,000	250	200		
99 Transportation - Material Disposal	65,000	0		0		40,000	44,000	0		1,000	21,000	0		0	0	67,500			
100 Uniforms Expense	16,100	500	500	6,000	5,500	6,000	6,000	0		1,100	1,100	1,250	600	2,000	2,000	410	400		
101 Utilities - Electricity/Heat	61,800	1,100	1,500	14,000	15,500	17,000	19,000	0		2,400	3,000	1,500	1,800	20,000	21,000				
102 Utilities - Water/Sewer	5,700	600	800	1,200	1,500	1,000	1,200	0		700	900	600	800	400	500				
103																			
104 Total Indirect Expenses	1,474,611	146,353	119,853	335,407	388,607	173,275	185,703	20,301	22,301	75,024	150,824	138,807	135,957	297,948	305,066	80,260	78,500	198,100	87,800
105																			
106 Total Expenses	9,784,493	847,580	761,860	5,154,260	5,371,964	1,052,679	1,067,507	336,401	362,278	480,024	647,801	440,210	444,612	661,293	709,486	227,360	269,861	198,100	149,125
107																			
108 Net Operations	2,620,561	(59,380)	(130,460)	2,145,930	3,471,490	(187,679)	(244,507)	21,988	20,922	78,776	(401)	(165,810)	47,488	(179,393)	(312,586)	(197,360)	(82,261)	(198,100)	(149,125)
109																			
110 Capital Expenditures																			
111 Capital Improvements	223,800	0	3,600	0	125,700	0	17,500	0		0	77,000	0		0	0				
112 Bond Interest Expense	411,000	0		(410,000)	364,885	0		0		0		(51,800)	46,115	0					
113 Bond Principal Payments	877,000	0		0	877,000	0		0		0		0		20,035					
114 Total Capital Expenditures	1,511,800	0	3,600	(410,000)	1,367,585	0	17,500	0	0	0	77,000	(51,800)	46,115	20,035	0	0	0	0	0
115																			
116 Other Revenue & (Expenses)																			
117 Depreciation	(512,721)	52,260	(55,000)	280,753	(285,000)	59,612	(55,000)	17,721	(17,721)	43,596	(45,000)	30,327	(32,000)	24,382	(23,000)				
118 Discounts Taken	0	39		0		0		0		0		0		0					
119 Rental Income	114,500	111,159	114,500	0		0		0		0		0		0					
120 Interest Earned	15,000	15,000	15,000	0		0		0		0		0		0					
121 Investment Income	0	0		0		0		0		0		0		0					
122 Gain/(Loss) on Disposal of Assets	0	0		0		0		0		0		0		0					
123 Hawthorne Street Pre-development Expense	(3,000)	0		(3,000)	(3,000)	0		0		0		0		0					
124 Rental Expense	(2,000)	0	(2,000)	(1,000)	0	0		0		0		0		0					
125 Late Fees	0	0		0		0		0		0		0		0					
126 Landfill Closure Expense	0	0		0		0		0		0		0		170,144					
127 GASB Adjustment	0	0		0		0		0		0		0		0					
128 Amortization of Anderson Contract	(63,371)	0		(63,371)	(63,371)	0		0		0		0		0					
129 Amortization of WSG Contract	(622,078)	0		(622,078)	(622,078)	0		0		0		0		0					
130 Bond Premium Amortization	(30,042)	0		(30,042)	(30,042)	0		0		0		0		0					
131																			
132 Total Other Revenue & Expenses	(1,103,712)	178,458	72,500	(438,738)	(1,003,491)	59,612	(55,000)	17,721	(17,721)	43,596	(45,000)	30,327	(32,000)	194,526	(23,000)	0	0	0	0
133																			
134																			
135 Net Increase (Decrease) in Assets	5,049	119,078	(61,560)	2,117,192	1,100,414	(128,067)	(317,007)	39,709	3,201	122,372	(122,401)	(83,683)	(30,627)	(4,902)	(335,586)	(197,360)	(82,261)	(198,100)	(149,125)
136																			
137 HWMA Undesignated Reserves	1,850,000		1,850,000																
138 CRLF Closure Trust Fund	3,769,932													3,769,932					

Attachment B
Capital Improvements Schedule
FY Budget 2013-14

Capital Improvements for Fiscal Year 2013-14:

Computer Upgrades	\$ 3,600
Box Truck for Mobile Events	\$ 36,000
HHW Forklift	\$ 36,000
Transfer Station Improvements	\$ 65,000
40 Yard Bins (2)	\$ 13,200
Scale 1 Replacement	\$ 30,000
Tandem Axle Utility Trailer	\$ 10,000
Scalehouse Improvements	\$ 30,000
Total Capital Improvements	\$ 223,800

Attachment C

Disposal Fee Calculations

FY Budget 2013-14

	Total Expenses	Per Ton (Revenue)			
		Hawthorne St. Franchise	Hawthorne St. Self Haul	Satellite Facilities	Direct Haul to Anderson
Anticipated Waste Disposed	70,000	41,000	16,000	12,000	1,000
Operations Expenses (less pass thrus)	3,395,558	40.27	51.22	28.68	
Indirect Expenses	1,245,911	14.78	18.80	10.53	
Subtotal	4,641,469	55.05	70.02	39.21	
Payroll	2,274,908	26.98	34.32	19.22	
Capital Expenditures	1,511,800	17.93	22.81	12.77	
Subtotal	3,786,708	44.91	57.13	31.99	
Countywide Programs					
HWMA Operated					
Administration	217,000	3.10	3.10	3.10	3.10
Household Hazardous Waste Program	433,300	6.19	6.19	6.19	6.19
Cummings Road Landfill Maintenance	326,900	4.67	4.67	4.67	4.67
Cleanup/Enforcement Programs	39,900	0.57	0.57	0.57	0.57
Pass Throughs					
Rural Container Program	193,200	2.76	2.76	2.76	2.76
County/Cities AB939 Programs	345,100	4.93	4.93	4.93	4.93
Table Bluff Landfill Maintenance	35,000	0.50	0.50	0.50	0.50
Countywide Enforcement (LEA)	186,200	2.66	2.66	2.66	2.66
Subtotal	1,776,600	25.38	25.38	25.38	25.38
	10,204,777				
Tipping Fees Per Ton		125.34	152.53	96.58	25.38
		Hawthorne St. Franchise	Hawthorne St. Self Haul	Satellite Service Rate	Direct Haul Service Rate
Current Rates:		120.23	146.31	92.64	24.67
Proposed Change:		\$5.11	\$6.22	\$3.94	\$0.71
Percent Change:		4.25%	4.25%	4.25%	2.9%

Attachment D
AB939 Payment Allocation
FY Budget 2013-14

Proposed Payment Schedule FY 2013-14

Entity	Total Due	Retained by HWMA	Quarterly Payment	Ratio
Arcata	21,077.94		5,269.49	6.11%
Blue Lake	6,550.85		1,637.71	1.90%
Eureka	33,240.06	10,000.00	8,310.02	9.63%
Ferndale	6,626.64		1,656.66	1.92%
Rio Dell	8,284.26		2,071.07	2.40%
Trinidad	5,640.41	0.00	1,410.10	1.63%
Unincorporated Areas	72,581.09	72,581.09	18,145.27	21.03%
HWMA	191,098.74	191,098.74	47,774.69	55.37%
	<u>345,100.00</u>	<u>273,679.83</u>	<u>86,275.00</u>	<u>100.00%</u>

History of Payments to Members

Entity	FY 06-07	FY 07-08	FY 08-09	FY 09-10	FY 10-11	FY 11-12
Arcata	21,693.00	22,148.55	23,100.94	23,988.02	22,479.51	20,980.88
Blue Lake	6,742.00	6,883.58	7,179.58	7,455.28	6,986.45	6,520.69
Eureka	34,210.00	34,928.41	36,430.33	37,829.25	35,450.34	33,086.98
Ferndale	6,820.00	6,963.22	7,262.64	7,541.53	7,067.27	6,596.12
Rio Dell	8,526.00	8,705.05	9,079.36	9,428.01	8,835.12	8,246.11
Trinidad	5,805.00	5,926.91	6,181.76	6,419.14	6,015.47	5,614.44
Unincorporated Areas	74,699.00	76,267.68	79,547.19	82,601.80	77,407.33	72,246.84
(retained by HWMA)						
Retained by HWMA	16,198.00	16,538.16	17,249.30	17,911.67	16,785.28	15,666.26
	<u>174,693.00</u>	<u>178,361.55</u>	<u>186,031.10</u>	<u>193,174.70</u>	<u>181,026.77</u>	<u>168,958.32</u>

Attachment E
County Wide Pass-Through Fee – Program Overview
Fiscal Year Budget 2013-14

Administration This revenue covers HWMA's administrative salaries and overhead, legal services and Board expenses.

Projected revenue is approximately **\$217,000**.

The Household Hazardous Waste Program diverts household hazardous waste (i.e. oil, pesticides, pharmaceutical etc) for materials not permitted to be disposed in landfills. Projected revenue is approximately **\$433,300**.

Cummings Road Landfill Maintenance provides necessary funding to cover the expenses associated with non-closure related expenses of the landfill. When final closure of the landfill is complete, funds will be directed towards post-closure related maintenance expenses. Projected revenue is approximately **\$326,900**.

Cleanup and Enforcement Programs provides funding for cleanup of illegally dumped waste and the processing of abandoned trailers from member agencies, and provides partial funding for a staff position in the Humboldt County Code Enforcement Unit.

Projected revenue is **\$39,900**; *\$32,000 of this is passed directly to Humboldt County Counsel.*

The Rural Container Program the County is responsible for administering contracts for operation of 12 outlying container drop-off sites in the unincorporated, rural areas of Humboldt County. Because the operations are small and remote, actual costs to staff the facility and haul disposed materials results in higher costs per ton. If the site operators charged the actual cost in their gate tip fee, few individuals would use the sites and illegal dumping in the surrounding area would likely increase. The cost to operate these sites is an estimated \$226,000 annually.

Projected revenue is **\$193,200**. This is passed directly to Humboldt County Public Works.

County/Cities AB939 Programs assists in funding waste diversion activities, programs and staffing in HWMA's member cities and the County. At the discretion of the member agency, funds are used to cover the costs of recycling and other waste diversion programs with the intent that the agencies can comply with AB939's waste reduction mandate. A portion of this fee is retained by HWMA to fund internal programs management and reporting requirements, and to fund education efforts throughout the Member Agencies. Projected revenue is **\$345,100**. This is distributed to all member agencies according to an allocation formula previous established by the Board.

Table Bluff Landfill is a closed landfill owned by the County of Humboldt and located south of Eureka. The County is responsible for closure related maintenance and activities. Projected revenue is **\$35,000**. This is passed directly to Humboldt County Public Works.

The Local Enforcement Agency (LEA) provides local enforcement activity on behalf of CalRecycle's (formerly known as the California Integrated Waste management Board) regulation. Project revenue is **\$186,200**. This is passed directly to County Environmental Health.

RESOLUTION 2014-01

**A RESOLUTION OF THE
HUMBOLDT WASTE MANAGEMENT AUTHORITY
FOR THE COLLECTION OF INTEGRATED WASTE MANAGEMENT FEES**

Section 1. PURPOSE AND INTENT.

The purpose of this Resolution is to establish and collect fees as authorized by Sections 41901 and 41902 of the Public Resources Code in order to fund the reasonable and necessary costs incurred by the Humboldt Waste Management Authority in the preparation, maintenance, adoption and implementation of the Countywide Integrated Waste Management Plan mandated by Section 40000 et seq. of the Public Resources Code, and in the operation of the integrated waste management system implemented as a result of that plan.

It is the intent of this Resolution and of the Authority to achieve these purposes in the most cost-effective manner possible, while continuing to reduce the amount and toxicity of waste generated in the County to the greatest degree possible.

It is the further intent of the Authority that such fees recover the full and complete costs associated with providing and operating waste management facilities and programs, including any and all surcharges imposed by other governmental agencies on the receipt, handling, processing or disposal of refuse or other waste materials. Facility and program costs supporting the fees charged by this Resolution are identified in the Authority's annual budget.

Section 2. DEFINITIONS.

- (a) Unless otherwise stated, the terms used in this Resolution shall have the same meaning as provided by the definitions set forth in Section 17225 of Title 14, California Code of Regulations and the appropriate subsections of Division 30, Part 1, Chapter 2, California Public Resources Code.
- (b) "Authority" means the Humboldt Waste Management Authority.
- (c) "Carpet" means a manufactured article that is used in commercial or residential buildings affixed or placed on the floor or building walking surface as a decorative or functional building interior feature and that is primarily constructed of a top visible surface of synthetic face fibers or yarns or tufts attached to a backing system derived from synthetic or natural materials. "Carpet" includes, but is not limited to, a commercial or a residential broadloom carpet or modular carpet tiles. "Carpet" does not include a rug, pad, cushion, or underlayment used in conjunction with, or separately from, a carpet.
- (d) "Designated Divertible Materials" means source-separated materials which are discarded at the HWMA Hawthorne Street Transfer Station in a designated area (e.g., bunker or container), and for which an appropriate reuse, recycling, composting, or other diversion outlet exists. The list of approved Designated Divertible Materials shall be based on market or outlet availability as determined by the Executive Director and shall be updated from time to time. Examples of "Designated Divertible Materials" may include clean drywall (gypsum board), non-hazardous ash, textiles, food waste, and dimensional lumber and wooden pallets.

- (e) "Executive Director" means the Executive Director of the Humboldt Waste Management Authority or a designated representative thereof.
- (f) "Franchise Collector" or "Franchise Waste Hauler" means a company that collects Solid Waste under contract with a public agency.
- (g) "Greenwaste" means any wastes generated from the maintenance or alteration of public, commercial or residential landscapes including, but not limited to, yard clippings, leaves, tree trimmings, prunings, brush, weeds, wood that is not treated with preservatives or painted and cardboard that is not otherwise recyclable."
- (h) "Household Hazardous Waste" means all those wastes defined by Section 25218.1(e) of the Health and Safety Code and/or Cal. Admin. Code tit. 14, § 18720(27).
- (i) "Jurisdictional Boundaries of the Authority" means the jurisdictional boundaries coinciding with those of the Authority's member agencies.
- (j) "Operator" means a person or entity who accepts Waste Material generated within the Jurisdictional Boundaries of the Authority and to whom permission to operate a Transformation Facility or Transfer/Processing Station for Solid Waste, or a combination of Solid Waste and Hazardous Waste, is granted under Section 40000 et seq. of the Public Resources Code.
- (k) "Non-Franchise Collector" or "Collector" means a person or entity within the Jurisdictional Boundaries of the Authority engaged in collecting and/or transporting Solid Waste directly to an approved landfill facility for the purpose of disposal.
- (l) "Satellite Facility" means a transfer station that receives Waste Materials generated from within the Jurisdictional Boundaries of the Authority that is not owned or directly operated by the HWMA.
- (m) "Self Haul Customers" means any person or entity that transports Solid Waste directly to a Transfer/Processing Station and/or Transformation Facility.
- (n) "Solid Waste" means all putrescible and nonputrescible solid, and semisolid wastes; including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes. "Solid Waste" does not include hazardous, low-level radioactive or medical waste. "Solid Waste" as herein defined shall not include materials source-separated by the generator for the purpose of recycling, reuse, repair, or composting.
- (o) "Transfer/Processing Station" means a facility utilized to receive Waste Material from Collectors and Self Haul Customers and to temporarily store, separate, transfer, convert, or otherwise process said materials and/or to transfer it directly from smaller to larger vehicles or railroad trains for transport.

- (p) "Transformation Facility" means a facility whose principal function is to receive and manage Solid Waste through a non-landfill disposal process other than composting such as incineration, pyrolysis, distillation, gasification, or biological conversion.
- (q) "Waste Material" means all materials including Solid Waste, Household Hazardous Waste, and Greenwaste.

Section 3. COLLECTION OF FEE.

The Waste Management Fee shall be collected from all Franchise and Non-Franchise Collectors, Self Haul Customers, and all Operators of Transformation Facilities and/or Transfer/Processing Stations located within the Jurisdictional Boundaries of the Authority or who accept Waste Material generated within the Jurisdictional Boundaries of the Authority. Such Fee shall be included in and considered to be part of the disposal rate charged by Operators and Collectors for the provision of services.

For Non-Franchise Collectors, Transformation Facilities or Transfer/Processing Stations collecting or receiving Waste Material, the fee shall be based only on the Solid Waste collected or received except as set forth in Schedule A herein.

Non-Franchise Collectors shall maintain at their respective offices or other place acceptable to the Authority, full and complete accounting books and records, and shall prepare and submit, without additional request and at no cost to the Authority, records documenting their respective proper performance under this Ordinance. The Authority may audit such books and records at the Authority's expense upon three (3) working days' notice.

Section 4. WASTE MANAGEMENT FEE.

(a) The Authority Waste Management Fee rates specified in Schedule A shall take effect beginning on July 1, 2013 for the Fiscal Year 2013/2014.

(b) Table 1. Countywide Program Fees shall be paid by all Franchise Collectors, Non-Franchise Collectors and Self Haul customers. For Self-Haul customers, this fee shall be collected by the Operator and remitted to the Authority on a monthly basis.

(c) Table 2. Self Haul Fees for Authority owned and/or operated facilities shall be paid by all Self Haul customers at Authority owned and/or operated facilities. This includes all persons or entities dropping off Waste Materials at an Authority facility except Franchise Collectors. Self Haul loads that require special handling or processing, such as travel trailers, auto body parts, large pieces of concrete or metal, or cleanup of spills may be charged an additional per hour fee for the extra handling required. Loads containing cathode ray tubes, appliances, tires, or any other unpermitted waste may be subject to additional special fees established in Schedule A, Table 7.

(d) Table 3. Franchise Collector Fees for Authority Operated Facilities shall be paid by all Franchise Collectors dropping off Waste Materials at any Authority owned or operated facility. Member agencies that drop off Waste Materials at an Authority facility shall pay the Franchise Collector Fee rate found in Schedule A, Table 3. Franchise Collector loads that require special handling or processing, such as travel trailers, auto body parts, large pieces of concrete or metal, or cleanup of spills, may be charged an additional per hour fee for the extra handling required. Loads containing cathode ray tubes, tires, or any other unpermitted waste may be subject to additional special fees established in Schedule A, Table 7.

(e) Table 4. Volume Based Pricing, Hawthorne Facility, shall be paid by Self Haul customers when the scales are inoperable.

(f) Table 5. HWMA Fees for Satellite Facilities shall be paid by Operators of independent transfer stations for handling Authority member Solid Waste.

(g) Table 6. Non-Franchise Collector Fees consisting of Countywide Fees shall be paid by Non-Franchise Collectors. Non-Franchise Collectors shall deliver copies of all weight receipts to the Authority on a monthly basis.

(h) Table 7. Additional Fees shall be charged to Franchise Collectors and Self Haul Customers that drop off non-standard Waste Materials as specified in Table 7.

(i) Table 8. Household Hazardous Waste Fees shall be charged to Self Haul customers, both residential and commercial. Residential customers who bring in more than 15 gallons per vehicle (measured by the total volume of the containers brought in, not by the volume of material contained) and commercial customers may be charged a fee based on the cost of handling and processing as determined by the Executive Director.

(j) Table 9. Greenwaste Fees Charged at Mad River Compost Facility. Franchise Collector Fees and Self Haul Customer Fees shall be paid by all customers dropping off Green Waste at the Mad River Compost Facility.

(k) Table 10. Eureka Recycling Center Fees shall be charged to Self Haul customers, both residential and commercial, who use the Hawthorne Street drop-off facility.

Section 5. PAYMENT OF FEES.

(a) For cash transactions, payment shall be due upon delivery of the Waste Materials in accordance with Schedule A herein. For account customers, the fee shall be set based upon the volume or tonnage of Waste Material received during the preceding month according to Schedule A. Fees charged to accounts shall be paid to the Humboldt Waste Management Authority within thirty (30) days following the fee due date. The due date is the date of the monthly statement, and shall become due and payable by each account customer on the date of the monthly statement.

(b) Fees that are not remitted to the Authority within thirty (30) days following the due date provided in this part are delinquent. A late fee of one and one half percent (1 1/2%) shall be assessed on delinquent accounts not paid by the end of the month. The minimum late fee is \$1.

(c) Documentation substantiating the tonnage upon which the Waste Management Fee is collected shall be maintained by an Operator or Collector for a period of three years.

Upon three working days written notice, an Operator or Collector shall provide access to the Authority for the purpose of reviewing the accuracy of the submitted data.

In the event that the Authority, following such a review, determines that the accuracy of the submitted data cannot be verified, the Authority and the Operator or Collector shall mutually agree to an alternative procedure for determining or measuring the tonnage collected, or received at the Disposal Site, Transformation Facility and/or Transfer/Processing Station, in order to ensure the accuracy of such data.

**SCHEDULE A
WASTE MANAGEMENT FEES**

TABLE 1

COUNTY WIDE PROGRAMS	PER TON
Administration	3.10
Household Hazardous Waste Program	6.19
Cummings Road Maintenance	4.67
Cleanup/Enforcement Program	0.57
Rural Container Program	2.76
County/Cities AB939 Programs	4.93
Table Bluff Landfill Maintenance	0.50
Countywide Enforcement (LEA)	2.66
Total	25.38

TABLE 2

SELF HAUL FEES FOR AUTHORITY OPERATED FACILITIES	PER TON
Base Tip Rate (Operations/Indirect Expenses, Payroll, Capital Improvements)	127.15
Countywide Programs	25.38
Total Self Haul Rate Per Ton	152.53
Minimum Fee for Waste	12.00
Greenwaste	90.00
Minimum Fee for Greenwaste	7.00
Designate Divertible Materials – Not to Exceed Actual rate to be based on cost of handling, processing and shipping, as determined by Executive Director	90.00
Minimum Fee for Designated Divertible Materials	7.00
Carpet, Pilot Recycling Program	90.00
Minimum Fee for Carpet	7.00
Special Handling, Per Hour (Minimum for illegal dump clean up is \$100.)	180.00/hr.
See Table 7 for Additional Fees	
See Table 8 for Household Hazardous Waste Fees	

TABLE 3

FRANCHISE COLLECTOR FEES FOR AUTHORITY OPERATED FACILITIES	PER TON
Base Tip Rate (Operations/Indirect Expenses, Payroll, Capital Improvements)	99.96
Countywide Programs	25.38
Total Franchise Rate Per Ton	125.34
Special Handling, Per Hour	180.00/hr.
See Table 7 for Additional Fees	
Greenwaste delivered to HWMA facilities	49.00

TABLE 4

VOLUME BASED PRICING, HAWTHORNE STREET FACILITY	
General Residential Waste	
Minimum Fee for Waste	12.00
Per Cubic Yard	15.00
Small Pickup (level with top of the box)	20.00
Mid-Size Pickup (level with top of the box)	27.00
Full-Size Pickup (level with top of the box)	33.00
Misc. Construction Debris Per Cubic Yard	78.00
Greenwaste Per Cubic Yard	9.00

TABLE 5

SATELLITE FACILITIES	PER TON
Base Tip Rate (Operations/Indirect Expenses, Payroll, Capital Improvements)	71.20
Countywide Programs	25.38
Total Satellite Facilities Rate	96.58

TABLE 6

NON-FRANCHISE COLLECTOR	TOTAL
Countywide Programs	25.38

TABLE 7

ADDITIONAL FEES	EACH
Asbestos Handling Fee (in addition to per ton rate)	50.00
Appliances with Freon or without Freon, Large Commercial Unit	65.00
Appliances with Freon or without Freon, Residential	*
Bulky Items such as mattress, sofa, stuffed chair (in addition to per ton rate)	5.00
Bulky Items Franchise Rate per Item (in addition to per ton rate)	0.00
Tire, Light Truck, Passenger, Motorcycle or Smaller	5.25
Tire, Light Truck , Passenger, Motorcycle or Smaller on Rim	6.50
Tire, Truck	11.50
Tire, Truck on Rim	23.00
Tire, Grader	40.00
Tire, Off Road (Giant)	257.00
Tire, Foam Filled or Solid (forklift)	194.00

TABLE 8

HOUSEHOLD HAZARDOUS WASTE FEES	
Residential Users Per visit, up to 15 gallons*	5.00 per visit
*Volume is calculated by the volume of the container, regardless of how much material is in the container.	
For Commercial Users or Residential Users with loads over 15 gallons, the rate will be based on the cost of handling and processing as determined by the Executive Director.	

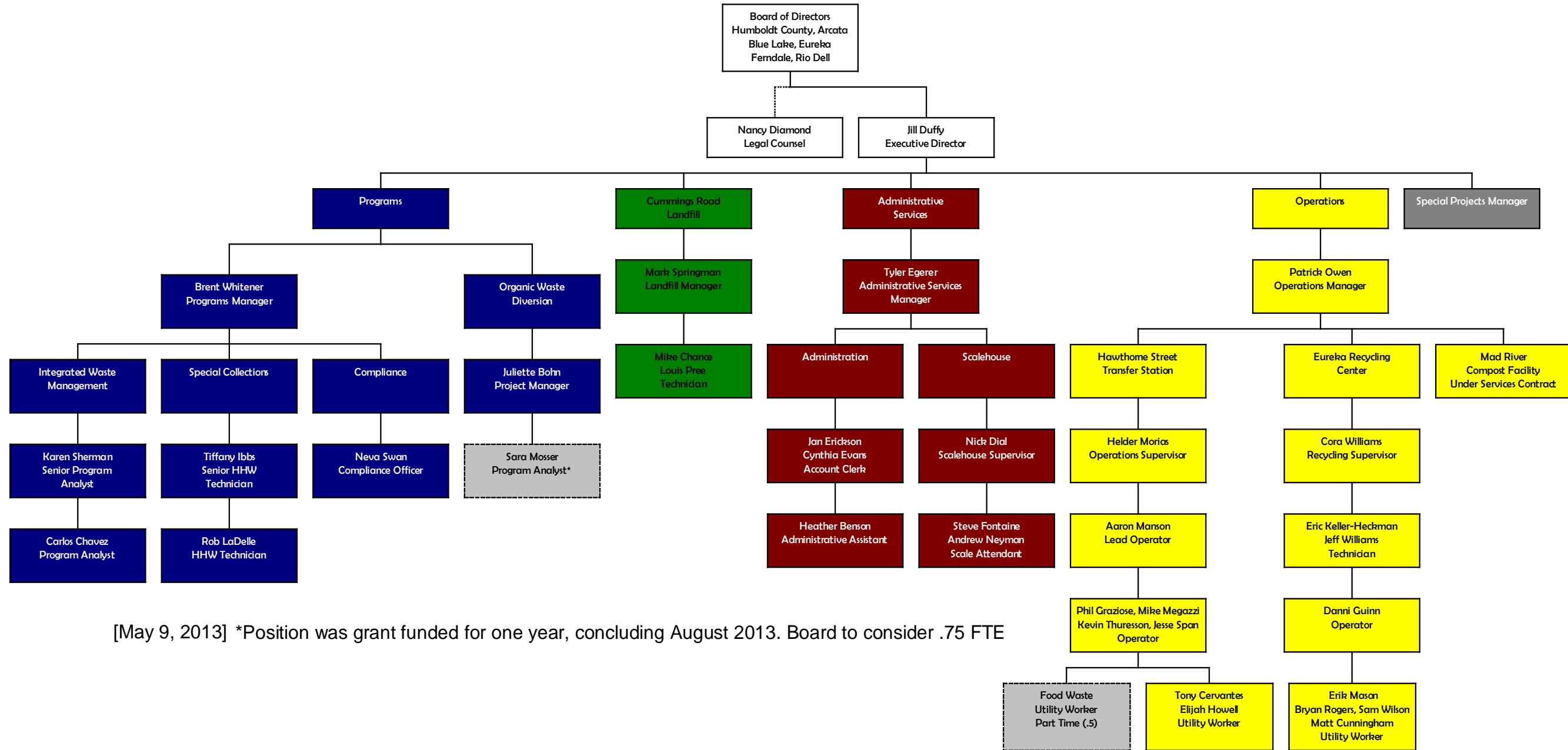
TABLE 9

GREENWASTE FEES AT MAD RIVER COMPOST FACILITY	
Franchise Collector Rate Per Ton	49.00
Self Haul Rate Per Ton	90.00
Self Haul Rate Per Cubic Yard	9.00
Self Haul Minimum Fee	7.00

TABLE 10

EUREKA RECYCLING CENTER	
Self Haul Minimum Fee (No Charge items are exempt from Minimum Fee)	No fee
Appliances with Freon or without Freon, Large Commercial Unit	65.00
Appliances with Freon or without Freon, Residential	*
Books	*
Cathode Ray Tubes (televisions and computer monitors)	*
Dual-stream Recycling, per visit	No fee
Electronics, Computers	*
Fluorescent Tubes (4' max) and Compact Fluorescent Lights, 10 combined	No Charge
Fluorescent Tubes, over 4' or more than 10 combined, each	*
HID Lights, each	*
Used Oil and Oil Filters, Residential	No Charge
CRV redemption only	No Charge
*Charges for additional materials will be based on the cost of handling and processing as determined by the Executive Director.	

Humboldt Waste Management Authority Organization Chart



[May 9, 2013] *Position was grant funded for one year, concluding August 2013. Board to consider .75 FTE



Staff Report

DATE: May 31, 2013

FROM: Jill K. Duffy, Executive Director

SUBJECT: Item 8)
Receive Presentation and Review Agreement Options from Bruce Murphy, IntelliWaste, Inc. Provide Direction for the Consideration and Development of the Long-Term Transportation and Disposal of Municipal Solid Waste.

RECOMMENDED ACTION: Voice vote.
Provide Direction as appropriate

DISCUSSION:

HWMA has multiple disposal and associated transportation contracts related to the long-term disposal of municipal solid waste, several of which will expire June 2014. The Board will receive a presentation from Bruce Murphy of IntelliWaste, outlining the approaches and options available to the Authority for securing new long-term landfill transportation and disposal Agreements. Staff requests that the Board receive the presentation and provide direction to staff to initiate the process to secure continued long-term disposal and transportation of solid waste for the development of a Request for Proposal (RFP).

At the June 20, 2013 Board meeting, staff is requesting that the Board hear the overview presentation and review available options at the June 20, 2013 Board meeting, discuss and provide general feedback as outlined below. Staff will return to the Board at its July 11, 2013 meeting for 1) specific direction and action and 2) consideration to form either a subcommittee or working group comprised of designated HMWA Board member(s), HWMA staff and Member agency staff members whose responsibility shall be to review, score and rank the proposals.

Background

One of the primary purposes of HWMA as defined in the Joint Exercise of Powers Agreement (JPA Agreement) is to request proposals and contract for disposal services. Accordingly, HWMA is given flow control responsibility over solid waste on behalf of Member Agencies with the mission to secure contracts for long-distance transportation and solid waste disposal services.

Landfill Disposal Agreements

HWMA is responsible for receiving and disposing approximately 70,000 tons of municipal solid waste annually. HWMA has one year remaining under contract with Waste Management Inc. (WMI) at its Anderson Landfill (*expires June 2014*) and less than three years remaining under

contract with Dry Creek Inc. at its Dry Creek landfill ¹(*expires October 31, 2016*). Anderson Landfill receives the majority of HMWA’s Member Agencies’ solid waste, requiring the Board to take action now to secure adequate and reliable disposal capacity for future needs.

The **WM Anderson Landfill** (Anderson, Shasta County) Agreement was initially entered into by Waste Solutions Group, WSG, (a private operator previously under contract with HWMA) in 1999, and assigned to HWMA through buy-out of the WSG contract in 2006. This Agreement obligates HWMA to annually dispose of a minimum of 42,000 tons at Anderson.

The **Dry Creek Landfill** (Medford, Oregon) Agreement was negotiated between HWMA and Dry Creek after HWMA’s buy-out of WSG. (WSG and Dry Creek had entered in to an earlier landfill disposal agreement for HWMA waste which expired at the time of the WSG buy-out.) HWMA and Dry Creek entered into a landfill disposal capacity guarantee agreement on November 1, 2006, and simultaneously Dry Creek and Bettendorf Trucking entered into a companion disposal agreement to accept no less than 25,000 tons and no more than 30,000 tons of HWMA solid waste at specified rates.

Long-term Agreement (s) to secure landfill disposal can be accomplished either through 1.) an open competition Request for Proposal (RFP) process; or 2) a Request for Proposal process limited to only Anderson Landfill and Dry Creek Landfill; or 3.) extension of the existing agreements.

The Strategic Plan adopted by the Board in May 2013 identifies that the selection of disposal facility(ies) should be based on the best value at the lowest monetary and environmental cost to HWMA and its stakeholders. Further, the Strategic Plan recommended that an open competition RFP be conducted.

1. *The Board will be asked during this meeting the preferred direction to secure long-term landfill disposal*

Transportation Agreements

HWMA processes over 70,000 tons of municipal solid waste collected from its member agencies through the Hawthorne Street Transfer Station delivered by franchise and self-haulers, and through satellite facilities operated by Humboldt Sanitation (McKinleyville) and Eel River Disposal (Fortuna) under contracts with the Authority. Solid waste is then transported to the two landfills through transportation Agreements with Bettendorf Trucking, Humboldt Sanitation and Eel River Disposal. Transportation services are provided by two different entities under four separate agreements:

Hauler	Date of Agreement	Termination Date
Bettendorf – Anderson circumstance	November 1, 2006	June 1, 2014, or 180 day changed
Bettendorf- Dry Creek	November 1, 2006	October 31, 2016, or 180 day changed circumstance
Eel River Disposal – Anderson	January 1, 2012	December 31, 2013
Humboldt Sanitation-Anderson	December 13, 2011	June 1, 2014, or 180 day changed circumstance

The Strategic Plan did not present a recommendation for how to procure future landfill disposal transportation services.

2. *The Board will be asked during this meeting its preference whether to 1) negotiate new independent transportation Agreements; or 2) include transportation services with long-term disposal RFP; or 3) initiate a separate RFP process for transportation.*

Primary Tasks and Preliminary Board Action Time Line

Tasks	Target Date
1. Present Disposal and Transportation Procurement Approaches and Agreement Options to Authority Board	June 20, 2013
2. Board Provide Specific Direction to Staff in accordance with the preferred alternative(s), formation and charge for a subcommittee or working group.	July 11, 2013
3. Staff to work with the subcommittee/working group to develop a draft RFP – meet as necessary	<i>Summer of 2013</i>
4. Present Draft RFP and Ranking Criterion for Board Consideration	September 2013
5. Prepare Final Disposal and Transportation RFP(s) and Agreements; Public Release	December 2013
6. Pre-Proposal Meeting, Follow-Up Questions, Staff Meetings.	<i>On-going</i>
7. Review and Analyze Proposers RFP Response	January - March
8. RFP Vendor Recommendation and Presentation to the HWMA Board	April 2014
9. Negotiate Contract with Preferred Vendor	June 2014

FISCAL IMPACT:

Costs will depend on the whether the Board elects to 1) extend or renegotiate existing Agreements or 2) circulate an RFP for both the landfill disposal and transportation Agreements. Terms and conditions of said Agreements and future costs may increase over current costs due to increased disposal and transportation costs and projected decreasing disposal tonnage.

It is typical in the waste industry that public entities that procure for solid waste services require the bidder who is awarded the contract to pay for all related consulting fees and costs associated with RFP development, circulation and negotiations for landfill and transportation services will be recovered through the final landfill/transportation Agreement(s).

STRATEGIC PLAN OBJECTIVE:

Strategy 1.1 – “Secure Long-Term Disposal Capacity”



Staff Report

DATE: June 3, 2013

FROM: Jill K. Duffy, Executive Director

SUBJECT: Item 9)
Approve One-Year Extension of Mad River Compost Drop-Off Contract with Mad River Hardwood, Inc. Company

RECOMMENDED ACTION: Voice vote.

- 1) Approve 15-Month Contract Extension with Mad River Hardwood, Inc. Company; and 2) Authorize the Executive Director to execute Amendment Number 1; and 3) Authorize the Executive Director to Prepare a Master Mad River Compost Facility Contract Agreement and Return to the Board by September 2014 .

DISCUSSION:

HWMA originally entered into regional composting activities through various contracts in 2007 with GESS Environmental and Mad River Hardwood, Inc. for the development of a publicly owned and privately operated regional compost facility. In 2011, GESS Environmental assigned all of its interest in the compost facility to Mad River Hardwood, Inc , owned by Wes and Teresa Green.

The **Drop-Off Agreement** with Mad River Hardwood, Inc. is set to expire June 30, 2013. This contract provides for a green waste self-haul and franchise drop-off site at the Mad River Hardwoods property. Staff is proposing that 1.) the Drop-Off Agreement be extended through proposed Amendment Number 1 until September 30, 2014, so that 2.) an agreement could be developed which consolidates the three separate agreements into a singular master agreement (described below) which incorporates existing terms and conditions.

This proposed amendment has been reviewed and approved as to form by the Authority's Legal Counsel.

Background

HWMA has three individual contracts with Mad River Hardwood, Inc. specific to green waste composting activities conducted at the Mad River Compost site located on West End Road, Arcata. These contracts include 1) a property lease agreement with Mad River Hardwood, Inc. (**Property Agreement**); and 2) a contract with Mad River Hardwood to provide a green waste self-haul and franchise drop-off service on the property site (**Drop-Off Agreement**); and 3) a contract with Mad River Hardwood, Inc. to process green waste into compost or boiler fuel (**Processing Agreement**).

In addition to these three contracts, there are two additional agreements related to green waste. One is an agreement between HWMA and the City of Arcata, and the other is an agreement for hauling/transportation services with Steve Morris Logging, Inc. The City of Arcata contract expires December, 2013. This agreement permits Arcata Garbage Company customers “free drop off” of green waste because Arcata residents pay a green waste fee in their monthly garbage bill, which allows them to drop off up to 10 yards/year of green waste at no additional charge.

Staff requests that the Board approve proposed Amendment Number 1 which will extend the Drop Off Agreement for one year to enable to the development of a master agreement that will: 1) reduce contractual redundancies; 2) enable refinement or updating of terms that result in cost savings to HWMA; 3) provide time to examine and integrate long term strategies proposed through the Strategic Planning process; 4)simplify contract management; and 5) allow for revisions to existing provisions as mutually agreed between the two parties. Staff proposes this master agreement would be presented for the Board’s consideration no later than September 2014. *This proposal has the support of Mad River Hardwood, Inc. owners Wes and Theresa Green.*

The current Drop-Off Agreement, and proposed revisions, is summarized as follows:

Current Drop-Off Agreement Provisions	Proposed Revisions
Contract expires June 30, 2013.	<i>Extend agreement to September 30, 2014; return to Board with consolidated master agreement</i>
Drop-Off Site Operation Fee paid to Contractor: \$8.48 per ton (10 cubic yards), equals \$8.00 base rate with CPI adjustments	<i>1. Section I.C -Propose to reduce from \$8.48/ton to \$8.00/ton for materials received at MRC site, no CPI adjustment for term of contract</i>

FISCAL IMPACT:

These expenditures have been included in the proposed budget for FY 2013-14. For FY 2013-14 Budget, load inspection costs are currently budgeted at \$8.80 per ton delivered to the Compost Facility. The amended rate of \$8.00 per ton would result in a savings of \$4,553. The elimination of inspection charges on Hawthorne Street Transfer Station greenwaste would result in further savings of \$24,000.

Overall, the recommended contract amendments would result in net revenues of \$5,357, as compared to net expense of \$30,184 as originally budgeted. Development of a Master Agreement with Mad River Hardwoods would very likely result in further savings, however specific savings are unknown at this juncture.

The City of Eureka’s decision to direct their green waste to another facility is anticipated to save HWMA approximately \$10,000 due to the reduction of hauling and disposal fees.

STRATEGIC PLAN OBJECTIVE:

Strategy 1.4 – Renegotiate Contracts related to Mad River Compost

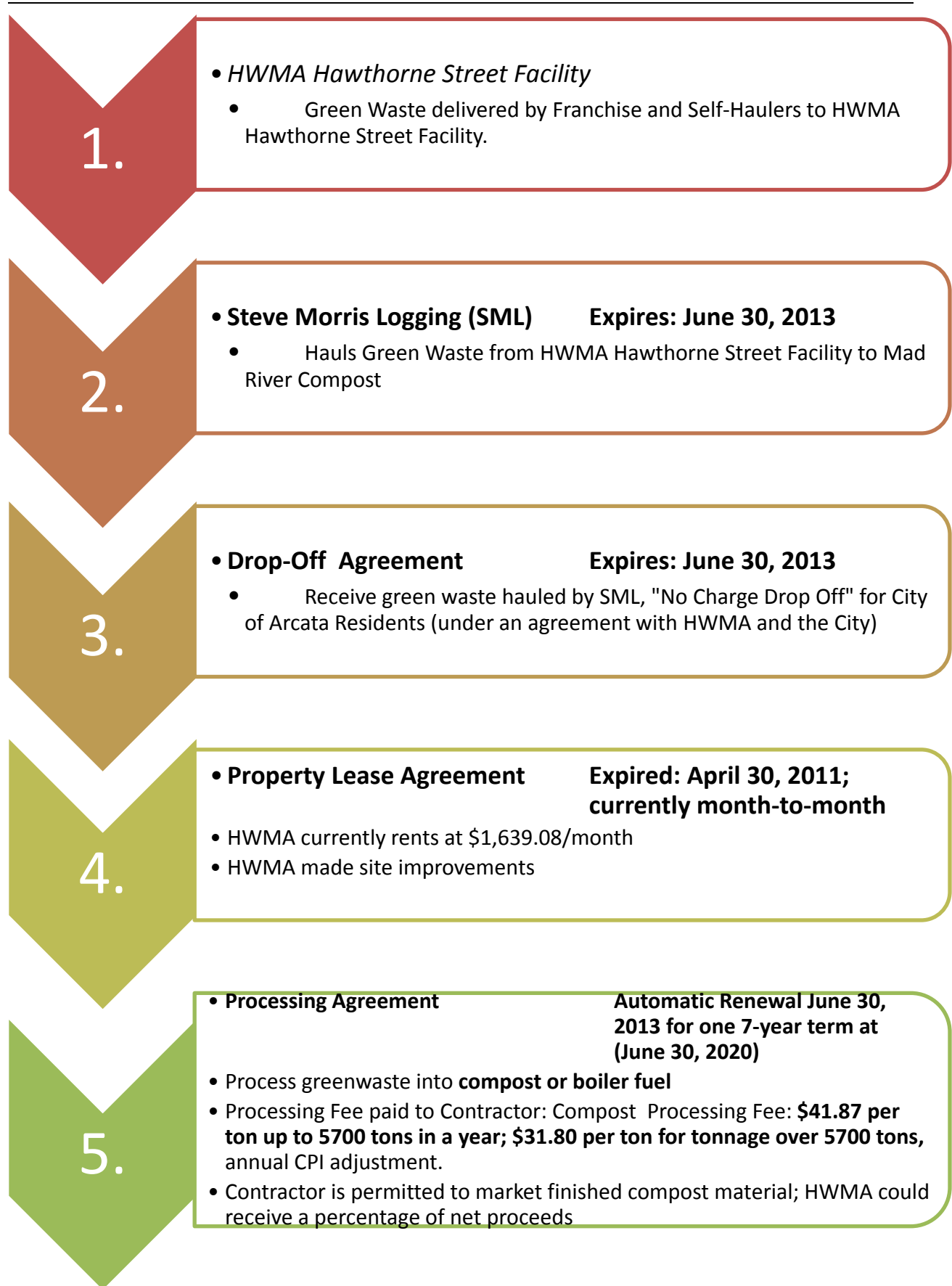
ALTERNATIVES:

Alternatively, the Board could direct:

- 1.) That a new Drop Off Agreement be negotiated for a term that runs concurrent with the Processing Agreement- *this is less preferable than the recommended action because of the difficulties to administer and enforce three separate agreements*; or
- 2.) That Drop Off Agreement be terminated – *this is not recommended because members of the public and contractors will not be assured that the facility will be opened to regularly accept materials and tipping fees*; or
- 3.) Board's discretion

ATTACHMENTS:

1. Mad River Compost Site - Related Agreement Flow Chart
 2. Agreement between HWMA and Mad River Hardwood, Inc. for Operation of a GreenWaste Drop-Off Site
 3. Amendment 1 to Extend Operation of a Green Waste Drop
-



**AGREEMENT BETWEEN THE
HUMBOLDT WASTE MANAGEMENT AUTHORITY
AND
MAD RIVER HARDWOODS, INC.
FOR THE OPERATION OF A GREENWASTE DROP-OFF SITE**

THIS AGREEMENT for services ("Agreement"), effective as of 1 Dec 2007 (the "Effective Date"), is entered into by and between the Humboldt Waste Management Authority ("Authority"), a joint powers authority, 1059 West Hawthorne Street, Eureka, CA 95501, and Mad River Hardwoods, Inc. ("Contractor"), a California corporation, whose address is c/of Wes Green 6360 West End Road, Arcata, CA 95521.

WHEREAS, the California Integrated Waste Management Act of 1989 (AB939) requires the diversion of waste from landfills, and greenwaste and other organic materials make up approximately 20% of the Authority's landfill disposed waste; and

WHEREAS, greenwaste and other organic materials can be diverted from the landfill and composted for a beneficial use and result in a financial savings for Authority rate-payers; and

WHEREAS, the Authority has developed a facility to accept compost greenwaste and other organic materials and compost or otherwise process at a site located at 6360 West End Road, Arcata, CA, ("Facility");

WHEREAS, The Authority has entered into an agreement with GESS Environmental on the same date as this Agreement to process the greenwaste and other organic materials at the Facility; and

WHEREAS, the Authority desires the services of Contractor to operate a drop-off site co-located at the Facility to accept greenwaste and other suitable materials from the public, and Contractor has the expertise and knowledge to operate such a greenwaste drop-off site.

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

1. Scope of Services

- A. **Drop-Off Site Operation.** Beginning on the Effective Date, Contractor shall operate a Drop-off Site co-located at the Facility ("Drop-off Site") and accept materials in accordance with the terms of this Agreement. The Drop-off Site shall accept materials from members of the public, which shall include two categories of public self-haul ("Self-haul Deliveries"): 1) Arcata residents and landscape contractors, who because of a contract between the Authority and the City of Arcata may drop-off Acceptable Materials without charge ("Arcata Contract Self-Haul"); and 2) all other public self-haul ("Non-Arcata Contract Self-haul"). Additional deliveries from Authority haulers delivering from the Authority's West Hawthorne Street Facility ("Authority Deliveries"), and other municipal, commercial or franchise haulers upon either the approval or direction of the Authority ("Commercial/ Franchise Deliveries") will be made to a designated location at the Facility. The parties acknowledge that the Authority has approved City of Arcata municipal deliveries as Commercial/Franchise Deliveries. Contractor shall operate the Drop-off Site in such manner as to minimize traffic congestion, traffic hazards, odor and

noise at the Drop-off Site.

- B. Operating Protocol. An operating protocol may be established and amended from time to time by the Authority Executive Director to identify acceptable or required management practices for Contractor ("Operating Protocol"). The Executive Director may consult with Contractor to review and establish management practices that improve the administration of the Drop-off Site or clarify areas of responsibility. Establishment of such practices shall not require approval by the HWMA Board of Directors.
- C. Accepting Materials. Contractor shall inspect all public Self-Haul Deliveries and Commercial/Franchise Deliveries to screen Acceptable Materials and estimate cubic yards contained in the load. Contractor shall record the yardage, charge Non-Arcata Contract Self-haul customers at the established tipping rate, and collect tipping fees from the customer for the benefit of the Authority. Arcata Contract Self-haul customers and City of Arcata municipal customers shall not be charged for tipping at the Drop-off Site. Contractor shall record and maintain information pertaining to Self-Haul Deliveries as requested by the Authority Executive Director. All Acceptable Materials shall be delivered to the Facility in a manner mutually agreeable to Contractor and GESS Environmental.

Contractor shall operate the drop-off site to be open eight (8) hours per day, seven (7) days per week, with a minimum of eight (8) hours on Saturday and a minimum of eight (8) hours on Sunday; except that the Facility may be closed on national holidays and on the weekend following Thanksgiving Day. Alternate Winter Hours from November through March may be established by mutual agreement of the parties.

- D. Permits. Contractor shall obtain all necessary state and local permits required to provide or conduct such services at the Drop-off Site. Contractor shall transfer any and all permits specific to the Drop-off Site to the Authority. Contractor agrees to operate the Drop-off Site in a manner that complies with all state and local permit requirements.

2. Tipping Fees.

Tipping fees for drop off of Acceptable Materials at the Drop-off Site shall be set by ordinance of the Authority.

3. Acceptable Materials

Acceptable Materials. Contractor shall accept, in accordance with Section 1, Scope of Services, the following materials ("Acceptable Materials,") at the Drop-off Site provided that Authority's permits allow the composting or other appropriate processing of such items at the Compost Facility:

- Greenwaste,
- Unpainted wood, lumber, wooden shingles and wooden pallets,
- Cardboard that is otherwise not recyclable,
- Any other compostable material by mutual agreement.

4. Rejection of Loads

- A. Contaminated Materials. Contractor shall reject Contaminated Materials prior to accepting any materials.

- B. Materials Not Permitted. Contractor shall reject all material not allowed by applicable local and state permits, or if delivered in excess of full maximum amounts as authorized by the applicable local and state permits.
- C. Other Rejection. If Contractor cannot accept materials for any other reason, Contractor shall give the Authority immediate notice, including the reason for such rejection. Such notice shall not relieve Contractor of its obligations hereunder.

5. Site Improvements

Contractor is responsible for all site improvements and maintenance associated with the Drop-off Site.

6. Third Party Agreements

Third party agreements to deposit Acceptable Materials at the Drop-off Site shall be subject to advance approval by the Authority.

7. Term, Re-opener

- A. Term and Renewal. The term of this Agreement shall expire on JUNE 30, 2013.
- B. Re-opening Agreement. On December 1, 2008 the parties agree to negotiate in good faith over the terms of this Agreement and amend the Agreement where necessary to ensure efficient operation of the Drop-off Site at a reasonable rate to the Authority and a reasonable rate of return for the Contractor. Either party may, at any time, request a re-opening of this agreement provided some material change in the Drop-off Site operation, such as a ten percent (10%) increase or decrease in volume, has occurred. For purposes of this Section, the parties agree that the estimated volume of materials accepted at the Drop-off Site at the time of the Effective Date is 2520 tons per year, including 2220 tons per year from Arcata Contract Self-haul and Arcata municipal deliveries.

The parties may utilize any of the information provided pursuant to Section 10, Recordkeeping and Reporting, and any other information as available and appropriate to arrive at a reasonable processing rate for the Authority and a reasonable rate of return for the Contractor. In the event the parties are unable to conclude such negotiations within ninety (90) days after the re-opening of the Agreement, the matter shall be resolved through the dispute resolution process described in Section 17, Dispute Resolution, below.

8. Termination

If any material term or condition of the Agreement is violated, either party may give to the breaching party, a Notice to remedy such violation(s) within a fourteen (14) day period; and if such violation(s) is substantial and is not remedied within said period of time, the other party, at its discretion, may terminate the Agreement; except that, if the breach is such that public health, welfare, or safety is endangered, termination of Agreement by Authority may be immediate upon Notice.

Contractor reserves the right to terminate this Agreement in the event of failure of Authority to make payments on undisputed invoices within sixty (60) days of due date, or failure to provide conditions as described herein.

The Authority reserves the right to terminate this Agreement if Contractor fails to perform as required and described herein, or if Contractor fails or is unable to terminate or replace persons engaged in criminal activity related to this functions of this Agreement or Contractor insolvency.

9. Drop-off Site Operation Fee, Payment

- A. Drop-off Site Operation Fee. Beginning on the Effective Date, the Authority shall pay Contractor eight dollars (\$8.00) per One Ton of materials accepted at the Drop-off Site pursuant to Section 1, Scope of Services, for processing where One Ton is estimated to be ten (10) cubic yards ("Drop-off Site Operation Fee").
- B. Delivery of Tipping Fees. Contractor shall deliver accumulated tipping fees along with public Self-haul and Commercial/Franchise Delivery yardage receipts with the Authority on a weekly basis.
- C. Method of Payment. Contractor shall invoice Authority monthly for Drop-off Site Operation Fees based on the following criteria:
- For Arcata Contract Self-Haul or Arcata municipal Commercial/ Franchise Deliveries based on one hundred eighty five (185) tons per month;
 - For Non-Arcata Contract Self-Haul based on Drop-off yardage estimates converted at the rate of ten (10) yards per ton.
- Payment is due upon Authority's receipt of invoice and shall be paid within 20 days of due date, unless invoice is disputed.
- D. Drop-off Site Operation Fee CPI Adjustment. The Drop-off Site Operation Fee shall be adjusted by the Authority each year on July 1, beginning with July 1, 2008, in an amount equal to eighty-five percent (85%) of the percentage change in the Consumer Price Index U. S. City Average-All Urban Consumers Index, CPI-U (All Urban Consumers; 1982-84 = 100) for the month of January, compiled and published by the United States Department of Labor, Bureau of Labor Statistics.

10. Recordkeeping and Reporting

Contractor shall provide monthly reports to the Authority containing information including, but not limited to: the number, volume, and/or weight of all Acceptable Materials received. Contractor shall additionally provide to the Authority on a monthly basis information pertaining to Self-Haul deliveries as requested by the Authority Executive Director. As part of the invoice for services, Contractor shall provide weight of Acceptable Material that is subject to payment by Authority by delivery category. The report must also include any notices of violations of applicable law.

Contractor shall maintain at its office or other place acceptable to the Authority full and complete accounting books and records, or copies thereof, prepared in accordance with generally accepted accounting principles, reflecting its revenues and expenses relating to fulfilling its performance obligations under this Agreement. Such records shall include operational, accounting, statistical, and other records related to its performance under this Agreement. Records required herein shall be maintained such that financial information and data relating to this Agreement is separated from other activities provided by Contractor at the Facility site and separated from other business activities conducted by Contractor.

Contractor shall prepare and submit, without notice, annual financial reports based on such books and records prepared in accordance with generally accepted accounting principles for submission to Agency on or before three months following the end of Contractor's fiscal year. All record

keeping, audit, and submittal costs are considered normal operating costs of Contractor and shall be at no cost to the Authority. The Authority may audit such books and records at the Authority's own expense upon three working days' notice.

11. Independent Contractor Status

It is expressly agreed and understood the Contractor is performing services under this Agreement as an independent contractor for Authority, and Contractor is neither an employee nor an agent of the Authority. At no time shall Contractor represent itself as an employee of the Authority. Contractor shall have sole control over the manner and method of performance of the Services. Authority's only interest shall be in the results of such Services.

Authority's liability hereunder shall be limited as provided in the Agreement. Contractor agrees and acknowledges that it is not entitled to any benefits or insurance, including without limitation any medical, unemployment, or disability benefits on Authority's account. Contractor agrees to pay all applicable taxes (including unemployment insurance and Social Security taxes) which might arise as a result of this agreement and to furnish Authority, upon request, evidence that such taxes have been paid, within the time allowed by law, at the end of each calendar quarter during the term of this Agreement. This Section shall also apply to any of the Contractor's subcontractors.

12. Contractor Covenants

Contractor and its agents, employees, representatives and subcontractors shall perform the Services:

- A. in a safe and workmanlike manner;
- B. in compliance with all applicable federal, state, and local laws, statutes, ordinances, orders, regulations and similar requirements of applicable governmental entities, including but not limited to, all Equal Employment Opportunity and anti-discrimination laws;
- C. in compliance with recognized business practices and standards of performance in the industry.

13. Confidential Information

Contractor acknowledges that Authority may receive requests for information through the Public Records Act. In the event the Contractor wishes to maintain confidentiality of any information submitted to the Authority, Contractor shall mark that information as Confidential and Proprietary. Contractor shall be responsible for taking any action that may be necessary to release the Authority from the requirement to make the information public. In the event that those efforts are not successful, the Contractor agrees to indemnify the Authority from any potential liability related to such requests for release of information.

14. Notice to Representatives

All notices required or permitted hereunder shall be in writing and shall be deemed to have been properly given and delivered when delivered personally (including by commercial messenger or courier or by facsimile transmission) or five (5) business days after deposit in the U.S. mail with all postage or charges fully prepaid and addressed to the address of the appropriate party as identified above, or as later changed in writing. Notices to the Authority shall be delivered to its Executive Director and to the Contractor in care of Wes Green at the addresses first above written.

15. Indemnification

Contractor agrees, to the extent permitted by law, that it shall protect, indemnify, defend, and hold harmless the Authority and its respective officers, employees and agents, and consultants (the "Authority Indemnified Parties"), from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions and reasonable attorneys' fees and shall defend the Authority Indemnified Parties in any suit, including appeals, for personal injury to, or death of, any person or persons, or for loss or damage to property arising out of the acts or omissions of the Contractor in the performance (or nonperformance) of the Contractor's obligations under this Agreement, including but not limited to any impacts of the operation to the Drop-off Site. The Contractor is not, however, required to protect, indemnify, defend or hold harmless any Authority Indemnified Party for loss or claim resulting from performance (or nonperformance) of the Authority's obligations under this Agreement or the negligence or willful misconduct of any Authority Indemnified Party. The Contractor's aforesaid indemnity is for the exclusive benefit of the Authority Indemnified Parties and in no event shall such indemnity inure to the benefit of any third Person.

Authority agrees, to the extent permitted by law, that it shall protect, indemnify, and hold harmless the Contractor, subcontractors, affiliates (including subsidiaries), and their respective officers, members, employees and agents (the "Contractor Indemnified Parties") from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions and reasonable attorneys' fees, and shall defend the Contractor Indemnified Parties in any suit, including appeals, for personal injury to, or death of, any person or persons, or for loss or damage to property arising out of the acts or omissions of the Authority including its officers, employees and agents in the performance (or nonperformance) of the Authority's obligations under this Agreement. The Authority is not, however, required to protect, indemnify or hold harmless any Contractor Indemnified Party for loss or claim resulting from performance (or nonperformance) of the Contractor's obligations under this Agreement or the negligence or willful misconduct of any Contractor Indemnified Party, including but not limited to any impacts of the operation to the Contractor Facility. The Authority's aforesaid indemnity is for the exclusive benefit of the Contractor Indemnified Parties, and in no event shall such indemnity inure to the benefit of any third Person.

The provisions of this section shall survive termination of this Agreement.

16. Insurance Requirements.

Contractor will secure and maintain in full force and effect:

- A. General Liability. General liability limits with minimum limits of liability per occurrence of Three Million Dollars (\$3,000,000); and per aggregate of Four Million Dollars (\$4,000,000);
- B. Workers' Compensation Insurance as Required by State Law.
- C. Employer's Liability Insurance. Bodily injury by accident in the amount of One Million Dollars each accident and bodily injury by disease in the amount of One Million Dollars (\$1,000,000) policy limit and One Million Dollars each employee.

Contractor will ensure that insurance policies are always primary with respect to performance under this Agreement. Contractor will include the Authority and its employees, officials, members, officers, agents, assigns and volunteers by endorsement or otherwise as additional insured under all policies except with respect to employer's liability insurance. Contractor's

insurance policies will contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days prior written notice, by registered mail or other receipted delivery, has been given to the Authority. All such insurance shall remain in effect throughout the term of this Agreement.

Contractor shall file with the Authority evidence of coverage in force, including endorsements, together with a Certificate of Insurance on an authority-approved form.

17. Dispute Resolution

During the pendency of any dispute hereunder, the Parties shall continue to perform their respective obligations under this Agreement and shall attempt to resolve such dispute in a cooperative manner. Following the parties' mutual good faith efforts to resolve disputes for a period of no less than thirty (30) days, the parties may attempt to resolve their dispute through non binding arbitration.

18. Time of the Essence

Time is of the essence in this Agreement.

19. Rights and Powers

Each party hereto warrants and represents to the other party that such party has the full right and power to enter into this Agreement and has obtained all necessary consents and approvals to consummate the transaction contemplated hereby.

20. Entire Agreement

This Agreement constitutes the entire agreement between the Authority and Contractor as to the subject matter hereof. It supersedes all prior communications, representations, or agreements oral or written, with respect to the subject matter; hereof any modification of this Agreement must be in writing and signed by both parties.

21. Assignment

Contractor may not subcontract any services it is obligated to provide under this Agreement without prior written consent from Authority. Contractor may not assign its rights or delegate or otherwise transfer or assign its obligations under this Agreement without the prior consent of Authority granted in its sole discretion. Any assignment made without the consent of Authority will be void. Contractor will submit its request for Authority consent to the Authority together with documentation the Authority may request.

22. Survival of Certain Conditions

Conditions of this agreement that survive the termination of the agreement include indemnification provisions and the responsibility for any payment related to this Agreement that is due at termination.

23. Definitions

Contaminated Materials means materials containing more than 10% unacceptable or unpermitted material, or containing a level of unacceptable material such that material cannot be reasonably cleaned, or containing hazardous material at any concentration.

Greenwaste means waste tree trimmings, brush, wood that is not treated with preservatives or painted, lawn clippings, etc.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date written above.

**HUMBOLDT WASTE
MANAGEMENT AUTHORITY:**

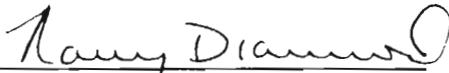


James A. Test, Executive Director

11/29/07

Date

APPROVED AS TO FORM:



Nancy Diamond, Authority Counsel

November 28, 2007

Date

Mad River Hardwoods, Inc.



Wes Green

Its:

11/29/07

Date

**AMENDMENT NUMBER 1
TO AGREEMENT BETWEEN
HUMBOLDT WASTE MANAGEMENT AUTHORITY
AND
MAD RIVER HARDWOOD, INC.
FOR THE OPERATION OF A GREENWASTE DROP-OFF SITE**

This is a first Amendment to that certain agreement by and between the Humboldt Waste Management Authority (“Authority”) and Mad River Hardwood Company, Inc. (“Contractor”), effective December 1, 2007, and entitled *Agreement Between Humboldt Waste Management Authority and Mad River Hardwoods, Inc. for the Operation of a Greenwaste Drop-Off Site* (referred to herein as the “Agreement”).

WHEREAS, the Agreement will expire on June 30, 2013 and the parties desire to extend the term on the conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants, conditions and terms recited herein and made a material part hereof,

1. Parties to Agreement. The parties acknowledge that Mad River Hardwood Company, Inc. is the correct and intended party to the Agreement rather than “Mad River Hardwoods, Inc.” Wes Green warrants that he executed the Agreement duly authorized and intending to obligate Mad River Hardwood Company, Inc. Mad River Hardwood Company, Inc. assumes any and all liability associated with the Agreement on behalf of Mad River Hardwoods, Inc. The term “Contractor” as used in the Agreement means “Mad River Hardwood Company, Inc.”
2. Extension of Term. Section 7, *Term, Re-opener*, of the Agreement is hereby amended to extend the termination date to September 30, 2014, unless terminated sooner as provided in the Agreement.
3. Operation Fee, CPI Adjustment. Section 9. D, *Drop-off Site Operation Fee CPI Adjustment*, is hereby deleted. The Drop-Off Operation Fee paid by HWMA to Contractor pursuant to Section 9.A. shall be \$8.00 per ton for the term of the Agreement as extended herein.
4. Ratification of Agreement. The terms and conditions of the Agreement, including all exhibits and attachments, are ratified in their entirety except to the extent inconsistent with the terms and provisions of this Amendment. In the event of such inconsistency, this Amendment shall control.

IN WITNESS WHEREOF, the parties have executed this Amendment Number 1 effective on the day and year set forth above.

(Signatures on next page)

MAD RIVER HARDWOOD, INC.

HUMBOLDT WASTE MANAGEMENT AUTHORITY:

By: _____
WES GREEN
Mad River Hardwood, Inc.

By: _____
JILL DUFFY
Executive Director

Date: _____

Date: _____

Approved as to form

Nancy Diamond, General Counsel, HWMA



Staff Report

DATE: May 6, 2013

FROM: Jill K. Duffy, Executive Director

SUBJECT: Item 10)
Review Board of Director's Calendar for FY2013/14

RECOMMENDED ACTION: Voice vote.
Review and Approve Board of Director's Calendar for FY2013/14, Affirm Meeting Place and Time.

DISCUSSION:

Attached is the proposed Board Calendar for FY13/14. Staff is proposing that the regularly scheduled monthly meetings of the second Thursday of each month remain unchanged. All regular meetings will continue to be held in the Eureka City Council Chambers at 531 K Street, Eureka, CA. In accordance with prior years, staff is also recommending that no meeting be scheduled for August and December unless otherwise necessary. If a need arises, a special meeting will be called

Staff proposes that the Board consider and discuss changing the meeting time from 6:30 PM to **6:00 PM.**

FISCAL IMPACT:

No Impact – Administrative

ALTERNATIVES:

Board's Discretion

HWMA Board Calendar FY 2013-2014

JULY 2013

11 July Board Meeting

AUGUST 2013

No Board Meeting

SEPTEMBER 2013

12 September Board Meeting

OCTOBER 2013

10 October Board Meeting

NOVEMBER 2013

14 November Board Meeting
Receive FY12-13 Audit

DECEMBER 2013

No Board Meeting

JANUARY 2014

9 January Board Meeting
Board welcomes new members
Review Mid-Year Budget Report
Strategic Plan Status Report

FEBRUARY 2014

13 February Board Meeting
Executive Director Performance Evaluation

MARCH 2014

13 March Board Meeting
Form 700 Due End of Month

APRIL 2014

10 April Board Meeting
Review of Operating Plan and Draft Budget for FY14/15
Review Classification and Pay Plans

MAY 2014

8 May Board Meeting
Adopt FY14/15 Budget and Fee Resolution

JUNE 2014

12 June Board Meeting
Election of Board Officers for FY14/15
Review meeting schedule for FY14/15



Staff Report

DATE: May 6, 2013

FROM: Jill Duffy, Executive Director

SUBJECT: Item 11)
Elect Authority Officers for FY13/14

RECOMMENDED ACTION: Voice vote.
Nominate and Elect Officers for FY 13/14

DISCUSSION:

The Joint Exercise of Powers Agreement requires that the Board appoint new officers each fiscal year. The term of office begins on July 1, 2013 and runs through June 30, 2014. The officers are Chair and Vice-Chair.

FISCAL IMPACT:

No Impact – Administrative

ALTERNATIVES:

Board's Discretion



Staff Report

DATE: June 14, 2013

FROM: Jill K. Duffy, Executive Director

SUBJECT: Item 14)
Executive Director's Report

RECOMMENDED ACTION:

Receive Executive Director's Report as Information, Comment as Appropriate.

ITEMS:

Administration

- The Executive Director has been working closely with HWMA's legal counsel, engineering consultants and Recology on matters pertaining to the NRWQCB's Clean Up and Abatement Order for the Burn Dump issued on April 26th.
- The "Legislative Guideline" agenda item has been postponed to the July 11, 2013 Board meeting due to the full agenda of the June meeting.
- Five HWMA employees attended personnel training conducted through Liebert, Cassidy, Whitmore (LCW) on May 22 and May 23. LCW sends trainers to Humboldt County a few times a year to provide training sessions on a variety of topics that are selected by the consortium membership (local cities and special districts). The workshops included 1) "Workplace Bullying: A Growing Concern; and 2) "How to Succeed in the Public Sector".
- SB 405 (Padilla) bill on Single Use Plastic Bag Ban failed in the California Senate
- CalRecycle (formerly the California Integrated Waste Management Board) requires a report be submitted every 5 years that provides an update to the 1) Non-Disposal Facility Element and 2) Siting Element, and demonstrate landfills receiving the County's municipal solid waste have a 15 year disposal capacity. The last report submitted by HWMA was in 2006, covering the years 1995-2002. Staff has received verbal confirmation that CalRecycle will accept preparation and submittal of a singular consolidated report covering the years of 2002-2009 and 2009-2012. Work has been initiated on this report by Programs staff.

Hawthorn Street Transfer Station Operations & Recycling

- New signs for "Corrugated Cardboard Only" have been placed on drop-off bins for customer use, at both the Hawthorne Street Transfer Station and Recycling Center. This

allows source-separated cardboard to be processed (i.e. baled) on site. The majority of baled Old Corrugated Cardboard (“OCC”) has been marketed to International Paper’s Springfield, OR mill, with good pricing and favorable freight rates, via frequent backhauls out of Humboldt County

- Staff visited one of the three private California Redemption Value (CRV) buy-back centers located in Eureka for bottles and cans – it appears that the increased participation in curbside recycling programs is beginning to have an effect on the public participating in the CRV-value items for buy-back because customers are placing CRV items in their curbside recycling containers, along with their fiber and non-CRV recyclables. Both this private center and HWMA have seen about a 10% decrease in recycling volume over the past several months.
- Tip Floor staff continue to sort materials directly from the floor to place into containers so materials may be salvaged. This work is labor intensive and results in a more confined working space due to the personnel presence and operation of heavy equipment; however, the efforts of Tip Floor personnel are greatly increasing diversion and should be recognized as a significant contribution towards the goals of the Strategic Plan.

Cummings Road Landfill

Gina Morrison reported that the Construction Quality Assurance (CQA) report has been approved, and a letter from her office is in the queue for clerical to process and send out. Once HWMA receives this report, we will request release of the 20% retention (\$900,000) held by CalRecycle.

At the end of May, Anderson Dragline completed repair of the previously reported liner deficiencies under the liner warrantee agreement. Landfill staff will continue to monitor the site to ensure corrective action is complete and identify any other deficiencies if they present.

Food Collection Pilot/Digester Project

The organic waste digester proposal evaluation process is moving forward. HWMA along with the Cities of Arcata and Eureka and consultant HDR Engineers have thoroughly reviewed all 10 proposals received during the request for proposals process. The County is currently completing their review of the proposals and has participated in the discussions regarding each technology’s strengths and how well they are suited for Humboldt County’s organic waste streams. The evaluation team has narrowed the field to three top firms who will be invited to be interviewed, and five firms who will be asked follow-up questions to determine whether their technology is suitable for Humboldt County’s organic waste processing needs. Two firms were eliminated from the process as they did not offer a fitting anaerobic digester technology solution.

The next steps in the RFP process are to finalize the short listed firms to be interviewed, host in-person interviews, and bring a recommendation to the Board. HWMA staff anticipates bringing a recommendation to the Board during the September Board meeting. New Board members are encouraged to contact HWMA Project Manager *Juliette Bohn* at jbohn@hwma.net to learn more about the organic waste diversion project as well as the opportunities presented by utilizing the anaerobic digestion process to recycle this part of the waste stream.

Hazardous Waste

- Coordinating for Hazardous Waste Event to be held in Fortuna on June 29 is underway. This event is being sponsored by HWMA through a grant received by CalRecycle's Household Hazardous Waste Grant HD20. Thanks to the City of Fortuna and their Public Works Department for providing the event location at the city's Corporation Yard. For more information, please see HWMA's Events Calendar at <http://www.hwma.net/events>
- On June 5, 2013, the Humboldt/Del Norte Hazardous Materials Response Team conducted a drill simulating a meth lab encounter. HHW team member Tiffany Ibbs designed a realistic mock-up of a functioning methamphetamine laboratory and participated in the highly successful response exercise. KIEM news was invited to the drill and created a short piece about the event that aired Wednesday evening. The narration mentions Humboldt Bay Fire was working with multiple agencies including Humboldt Waste Management Authority. A link to the broadcast can be found below: <http://kiem-tv.com/?q=node/5637>
- CalRecycle announced \$1.5 million in grant funds available in the Household Hazardous Waste Program Grant (HD21) for fiscal year 2013-2014, with a maximum award of \$350,000, to support regional agencies and/or rural county Household Hazardous Waste Programs for the purpose of construction or expansion of HHW facilities. Per Resolution 2013-06, HWMA staff is preparing a grant application for funds requested to be used to refurbish the floor in the Permanent Household Hazardous Waste Building (Red Shed). The application period closes July 11, 2013.
- The next Oil Payment Program Grant, OPP 04, was solicited with award announcement to follow. Allocations for used/recycled oil related functions such as supplies, labor, shipping, and outreach totaling approximately \$11,000 have been posted against OPP 02 which has a term end date of June 30th.
- The 750 medical sharps containers requested from CalRecycle have been received and a distribution system is being established. The Cal Recycle Grants Manager announced additional containers are still available, and HWMA will request consideration for a second round of sharps containers. Distribution priority to HWMA may be fairly low for the second distribution sequence since we were successful in the first round (second distributions are typically prioritized to underserved or unsupplied areas).
- The HSU electronic waste collection event held **May 11th** resulted in about 55,000 pounds being collected. This was about one half of the weight received in past years. Because of the reduced volume, and difficulty of securing e-waste hauling trucks and cost considerations, HWMA staff will be conducting outreach to encourage residents to use the Hawthorne Street Recycling Center for e-waste disposal.
- The Garberville Household Hazardous Waste Collection event held **May 18th** kicked off HWMA's Summer HHW mobile collection events for this year. 122 vehicles delivered 9,250 pounds of HazWaste.

- The **June 1st** Red Shed also had 122 residential vehicles drop off HazWaste at the Hawthorne Street Facility.
- A CalTrans District One Electronics Collection is scheduled for Friday, **June 14th**. This is our semi-annual service to the agency. The operations will include destruction of proprietary State radios and supporting documentation thereof. The physical destruction of the radios is being conducted by our electronics recycler, ECS Refining, in Stockton.