

WMA Board, Energy Council & Recycling Board

Tim Rood, **WMA President**
City of Piedmont, WMA, EC
Deborah Cox, **WMA 1st Vice President, EC President, RB President**
City of San Leandro, WMA, EC, RB
Shelia Young, **WMA 2nd Vice President**
Oro Loma Sanitary District, WMA
Melissa Hernandez, **EC 1st Vice President**
City of Dublin, WMA, EC
Dan Kalb, **EC 2nd Vice President**
City of Oakland, WMA, EC
Jillian Buckholz, **RB 1st Vice President**
Recycling Programs, RB
Jim Oddie, **RB 2nd Vice President**
City of Alameda, WMA, EC, RB
Keith Carson, County of Alameda, WMA, EC
Nick Pilch, City of Albany, WMA, EC
Susan Wengraf, City of Berkeley, WMA, EC
Dave Sadoff, Castro Valley Sanitary District, WMA, RB
Dianne Martinez, City of Emeryville, WMA, EC
Jenny Kassin, City of Fremont, WMA, EC
Francisco Zermeño, City of Hayward, WMA, EC, RB
Bob Carling, City of Livermore, WMA, EC, RB
Michael Hannon, City of Newark, WMA, EC
Jerry Pentin, City of Pleasanton, WMA, EC
Emily Duncan, City of Union City, WMA, EC
Bernie Camara, Recycling Materials Processing Industry, RB
Darby Hoover, Environmental Organization, RB
Laura McKaughan, Source Reduction Specialist, RB
Tianna Nourot, Solid Waste Industry Representative, RB
Vacant, Environmental Educator, RB
Wendy Sommer, Executive Director

**JOINT MEETING OF THE
ALAMEDA COUNTY WASTE MANAGEMENT
AUTHORITY (WMA) BOARD,
THE ENERGY COUNCIL (EC)
AND
THE SOURCE REDUCTION AND RECYCLING
BOARD (RB)**

Wednesday, April 22, 2020

3:00 P.M.

TELECONFERENCE MEETING

Teleconference/Public Participation Information to Mitigate the Spread of COVID-19

This meeting will be entirely by teleconference. All Board members, staff, and the public will only participate via the Zoom platform using the process described below. The meeting is being conducted in compliance with the Governor's Executive Order N-29-20 suspending certain teleconference rules required by the Ralph M. Brown Act. The purpose of this order was to provide the safest environment for the public, elected officials, and staff while allowing for continued operation of the government and public participation during the COVID-19 pandemic.

Members of the public and staff who are not presenting an item may attend and participate in the meeting by:

1. Calling 1 (669) 900-6833 and entering meeting ID 981-8276-4380.
2. Using the [Zoom website](#) or App and entering meeting code 981-8276-4380.

Board members and any other individuals scheduled to speak at the meeting will be sent a unique link via email to access the meeting as a panelist. All Board members MUST use their unique link to attend the meeting. During the meeting the chair will explain the process for members of the public to be recognized to offer public comment. The process will be described on the StopWaste website at <http://www.stopwaste.org/virtual-meetings> no later than noon Wednesday, April 22, 2020. The public may also comment during the meeting by sending an e-mail to publiccomment@stopwaste.org prior to the close of public comment on the item being addressed. Each e-mail will be read into the record for up to three minutes.

In accordance with the Americans with Disabilities Act and the Governor's Executive Order, if you need assistance to participate in this meeting due to a disability, please contact the Clerk of the Board at (510) 891-6517.

Notification 24 hours prior to the meeting will enable the agency to make reasonable arrangements to ensure accessibility to this meeting.

AGENDA

I. CALL TO ORDER

II. ROLL CALL OF ATTENDANCE

III. ANNOUNCEMENTS BY PRESIDENTS - *(Members are asked to please advise the boards or the council if you might need to leave before action items are completed)*

IV. OPEN PUBLIC DISCUSSION FROM THE FLOOR

An opportunity is provided for any member of the public wishing to speak on any matter within the jurisdiction of the boards or council, but not listed on the agenda. Total time limit of 30 minutes with each speaker limited to three minutes unless a shorter period of time is set by the President.

Page V. CONSENT CALENDAR

1 1. Approval of the Draft WMA/EC Minutes of March 25, 2020 (Wendy Sommer) (WMA/EC only)

5 2. Second Reading and Consideration for Adoption of Ordinance 2020-01:
Repeal Existing Countywide Element and Adopt New Countywide Element of the Alameda County Integrated Waste Management Plan (ColWMP) (Meghan Starkey) (WMA only)
It is recommended that the Waste Management Authority waive the requirement to read the full text of the Ordinance, read by title only, and adopt Ordinance 2020-1.

9 3. Household Hazardous Waste (HHW) Memoranda of Understanding (MOUs)
(Pat Cabrera) (WMA only)
That the WMA approve the MOUs with City of Fremont and the County of Alameda Department of Environmental Health.

37 4. Approval of the Draft PC/RB Minutes of March 12, 2020 (Jeff Becerra) (RB only)

41 5. Recycling Board Attendance Record (Jeff Becerra) (RB only)

43 6. Written Report of Ex Parte Communications (Jeff Becerra) (RB only)

45 7. Heat Pump Water Heater Grant Update and Agreement with EBCE and MCE
(Jennifer West) (EC only)
Adopt the attached Resolution authorizing the Executive Director to enter into an Agreement with local energy providers for implementation of the Bay Area Regional HPWH Contractor Incentive Program and other related actions.

VI. REGULAR CALENDAR

73 1. FY 20/21 Budget presentation (Wendy Sommer & Pat Cabrera) (WMA/EC & RB)
This item is for information only.

75 2. COVID-19 Related Changes (Wendy Sommer) (WMA/EC & RB)
This item is for information only.

79 3. Launch of *RE:Source* Search Tool (Robin Plutchok) (WMA & RB only)
This item is for information only.

4. Interim appointment(s) to the Recycling Board for WMA appointee unable to attend future Board Meeting(s) (Arliss Dunn) (WMA only)

(The May 14, 2020 Planning Committee and Recycling Board meeting will not be held in lieu of a joint meeting of the WMA Board, Energy Council, and Recycling Board on Wednesday, May 27, 2020 at 3:00 p.m.)

VII. MEMBER COMMENTS AND COMMUNICATIONS FROM THE EXECUTIVE DIRECTOR

VIII. ADJOURNMENT

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**MINUTES OF THE MEETING OF THE
ALAMEDA COUNTY WASTE MANAGEMENT AUTHORITY (WMA) BOARD,
THE ENERGY COUNCIL (EC)**

Wednesday, March 25, 2020

3:00 P.M.

TELECONFERENCE MEETING

I. CALL TO ORDER

President Rood called the meeting to order at 3:00 p.m. and explained the process that would be utilized during the meeting. A link to the process is available here: [Virtual-Meetings-Instructions](#)

II. ROLL CALL OF ATTENDANCE

City of Alameda	Jim Oddie, WMA, EC
County of Alameda	Keith Carson, WMA, EC
City of Albany	Nick Pilch, WMA, EC
City of Berkeley	Susan Wengraf, WMA, EC
Castro Valley Sanitary District	Dave Sadoff, WMA
City of Dublin	Melissa Hernandez, WMA, EC
City of Emeryville	Dianne Martinez, WMA, EC
City of Fremont	Jenny Kassan, WMA, EC
City of Livermore	Bob Carling, WMA, EC
City of Hayward	Francisco Zermeño, WMA, EC
City of Newark	Mike Hannon, WMA, EC
City of Oakland	Dan Kalb, WMA, EC
Oro Loma Sanitary District	Shelia Young, WMA
City of Piedmont	Tim Rood, WMA, EC, WMA President
City of Pleasanton	Jerry Pentin, WMA, EC
City of San Leandro	Deborah Cox, WMA, EC President
City of Union City	Emily Duncan, WMA, EC

Staff Participating:

Wendy Sommer, Executive Director
Jeff Becerra, Communications Manager
Justin Lehrer, Senior Management Analyst
Meghan Starkey, Senior Management Analyst
Arliss Dunn, Clerk of the Board
Richard Taylor, WMA Legal Counsel

Others Participating:

Jason Schmelzer, Shaw Yoder Antwih Schmelzer & Lange
Priscilla Quiroz, Shaw Yoder Antwih Schmelzer & Lange
Miriam Gordon, UPSTREAM

III. ANNOUNCEMENTS BY PRESIDENTS

There were no announcements by the Presidents. President Rood thanked staff for arranging the meeting via teleconference and thanked Board members for attending the meeting.

IV. OPEN PUBLIC DISCUSSION FROM THE FLOOR

There were no public comments on the remote call and no public comments were received via the email provided: publiccomment@stopwaste.org

V. CONSENT CALENDAR

1. Approval of the Draft Minutes of February , 2020 (Wendy Sommer)

2. Funded Status Policy (Pat Cabrera)

That the WMA approve the following:

1. As part of the FY 20-21 budget include an additional lump sum payment to CalPERS of approximately \$1.4M to pay towards the Agency's unfunded accrued liability (UAL).
2. Adopt an unfunded pension status goal of at least 95%.
3. Include additional annual payments towards the Agency's UAL, depending on funding availability, to achieve 100% pension funded status by the beginning of FY 25-26.

There were no public comments for the Consent Calendar. Board member Wengraf made the motion to approve the Consent Calendar. Board member Pentin seconded and the motion carried 18-0. The Clerk called the roll:

(Ayes: Carling, Cox, Duncan, Hannon, Hernandez, Kalb, Kassan, Martinez, Oddie, Pentin, Pilch, Rood, Sadoff, Wengraf, Young, Zermeño. Nays: None. Abstained: Carson. Absent: None).

VI. REGULAR CALENDAR

1. First Reading and Public Hearing for Ordinance 2020-01:

Repeal Existing Countywide Element and Adopt New Countywide Element of the Alameda County Integrated Waste Management Plan. (Meghan Starkey)

The Planning Committee/Recycling Board (in its role as Local Task Force) and the Programs and Administration Committee recommend that the WMA Board hold a public hearing at the March 25, 2020, meeting and introduce and waive the first reading of an ordinance to (1) repeal the existing Summary Plan and Siting Element of the Countywide Integrated Waste Management Plan (ColWMP) referred to collectively as the "Countywide Element," (2) adopt a new Countywide Element that would update and replace the existing Countywide Element, and (3) provide that future amendments to the Countywide Element may be adopted by resolution, and also recommend that the WMA Board direct staff to place the ordinance on the consent calendar for adoption at the April 22, 2020, meeting.

Meghan Starkey provided an overview of the staff report. A link to the report is available here: [First-Reading-Countywide-Element-03-25-20.pdf](#)

Board member Cox thanked staff for a complete and comprehensive document especially in light of the current COVID-19 crisis. Board member Cox added that she is concerned that the pounds per person for garbage is so high for San Leandro in comparison to the other jurisdictions.

There were no public comments on this item. Board member Hannon made the motion to approve the staff recommendation. Board member Hernandez seconded and the motion carried 20-0. The Clerk called the roll:

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(Ayes: Carling, Carson, Cox, Duncan, Hannon, Hernandez, Kalb, Kassan, Martinez, Oddie, Pentin, Pilch, Rood, Sadoff, Wengraf, Young, Zermeño. Nays: None. Abstained: None. Absent: None).

2. Reusable Food Ware Pilot Projects (Justin Lehrer)

Authorize staff to transfer \$400,000 from existing fund balance to Project 3280: Reusable Food Ware for use in implementing reusable food ware pilot projects.

Justin Lehrer provided an overview of the staff report. A link to the report is available here: [Reusable-FoodWare-Pilots-Update-03-25-20.pdf](#)

Board member Zermeño inquired about the number of cities that could possibly participate in the pilot once it is up and running. Mr. Lehrer stated that it will depend on the opportunities that present themselves. For example, there may be a fast food franchise that has multiple locations throughout the county and we would be interested in such a scenario as it would present an opportunity to extend the impact of the program. Mr. Lehrer added that other scenarios, such as reusables for a tightly concentrated business district, make sense to pilot in one location and assess if they are transferrable to other similar districts. Board member Zermeño stated that the proposed \$400,000 may not be enough. Mr. Lehrer stated that for the pilot projects it would be difficult to cover all jurisdictions so our goal is to learn more about what services are needed around the county and then possibly scale up. Board member Zermeño stated that he agrees with the proposed goal to postpone a full countywide approach while gathering data. Board member Hannon inquired about the criteria that will be used to select which projects to pursue and will staff come back to the Board with a more fully defined method for implementation. Mr. Lehrer stated that it will be a matchmaking process and when we start receiving responses from the RFQs we will continue to work with a sub-committee of the TAC and the members that have expressed interest in participating and identifying pilot opportunities in their cities. Board member Hannon inquired about the types of financial assistance that the agency is seeking from the cities. Mr. Lehrer stated that it can be staff assistance and funds for hard costs as well. Projects can be capital intensive; the City of Berkeley's pilot with VesselWorks included capital investment from the Ecology Center, the University of California, and a grant from StopWaste to fund reusable containers, collection kiosks and other program costs. So some financial input from the cities would be helpful. Board member Martinez inquired if staff would give preference to the respondents from the RFQs that propose projects that would divert waste from the landfill. Mr. Lehrer stated that staff had not fully devised the criteria for selection but he would make note of the suggestions. Board member Carling inquired how long would a project need to last in order to collect meaningful data. Mr. Lehrer stated that a timeline of six to eight months from launch is sufficient. A pilot with NextGen Cup lasted only two weeks and he is anxious to hear about what they were able to learn. Board member Kalb inquired if staff has had contact with staff from Meals on Wheels in Alameda County. Mr. Lehrer stated we have not had direct contact with them and would welcome any connections. Mr. Lehrer added that he has heard that there are supply chain challenges with them especially if they are receiving pre-packaged foods from multiple suppliers it could be a larger logistical effort to change their model to reusables, but we are still interested in reaching out to them. Board member Kalb stated that he can provide the contact information for the Executive Director of the Oakland and San Leandro chapters.

President Rood opened the floor for public comment. Miriam Gordon, UPSTREAM, commended staff on the broad swath of scenarios for reusables and encouraged the Board to move forward with the proposal.

Board member Martinez thanked staff for the presentation and was pleased to hear that the focus has shifted to research and planning and encouraged staff to be flexible in light of the challenges the

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jurisdictions as well as StopWaste will be facing due to COVID-19 and the possible fiscal impacts. Ms. Sommer stated that any fiscal impacts will be addressed during the budget presentation in April.

There were no public comments on this item. Board member Pentin made the motion to approve the staff recommendation. Board member Hannon seconded and the motion carried 20-0. The Clerk called the roll:

(Ayes: Carling, Carson, Cox, Duncan, Hannon, Hernandez, Kalb, Kassan, Martinez, Oddie, Pentin, Pilch, Rood, Sadoff, Wengraf, Young, Zermeño. Nays: None. Abstained: None. Absent: None).

3. Legislative Positions for 2020 (Jeff Becerra)

That the WMA Board adopt the recommended positions for the 2020 session of the California Legislature.

Jeff Becerra provided an overview of the staff report. A link to the report is available here: [Legislative-Positions-2020.pdf](#). Priscilla Quiroz and Jason Schmelzer, Agency Lobbyists, were available to answer any questions.

Board member Pilch inquired that because the legislature will be focused on relief bills for wildfires and bills related to COVID-19 that bills such as AB 1080/SB 54: could be placed on the back burner and introduced in the next legislative session. Mr. Becerra stated yes, because the state budget projections have completely changed and the state will be focused on relief bills related to COVID-19, wildfires, and homelessness, any bills that have a fiscal component are not likely to go forward. However, there is strong momentum for legislation related to single use plastics and we expect bills such as AB 1080/SB 54 to go forward next year. Board member Young stated that she would like for us to continue to focus on AB 1672 as the bill is a mandate and requires no funding from the state. Mr. Becerra stated that the agency is in full support of this bill.

There were no public comments on this item. Board member Sadoff made the motion to approve the staff recommendation. Board member Carson seconded and the motion carried 20-0. The Clerk called the roll:

(Ayes: Carling, Carson, Cox, Duncan, Hannon, Hernandez, Kalb, Kassan, Martinez, Oddie, Pentin, Pilch, Rood, Sadoff, Wengraf, Young, Zermeño. Nays: None. Abstained: None. Absent: None).

4. Interim appointment(s) to the Recycling Board for WMA appointee unable to attend future Board Meeting(s) (Arliss Dunn)

(The April 9, 2020 Planning Committee and Recycling Board meeting will not be held in lieu of a joint meeting of the WMA Board, Energy Council, and Recycling Board on Wednesday, April 22, 2020 at 3:00 p.m.)

There were no requests for an interim appointment.

VII. MEMBER COMMENTS AND COMMUNICATIONS FROM THE EXECUTIVE DIRECTOR

Ms. Sommer thanked the Board for their attendance and patience during this time. Ms. Sommer announced that the April 9 Programs & Administration Committee meeting would be cancelled and the next meeting will be the joint meeting of the WMA Board, Energy Council, and Recycling Board on Wednesday, April 22, 2020 at 3:00 p.m. President Rood thanked the Board for their cooperation as well.

ADJOURNMENT

The meeting was adjourned at 4:05 p.m.



DATE: April 22, 2020

TO: Waste Management Authority Board

FROM: Meghan Starkey, Senior Management Analyst

SUBJECT: Second Reading and Consideration for Adoption of Ordinance 2020-01:
Repeal Existing Countywide Element and Adopt New Countywide Element of the
Alameda County Integrated Waste Management Plan (CoIWMP)

SUMMARY

On March 25, 2020, the Waste Management Authority held a public hearing and a first reading on Ordinance 2020-01.

The April 22, 2020, WMA meeting will serve as the second reading and consideration of the adoption of the subject ordinance to, (1) repeal the existing Summary Plan and Siting Element of the Countywide Integrated Waste Management Plan (CoIWMP) referred to collectively as the “Countywide Element,” (2) adopt a new Countywide Element that would update and replace the existing Countywide Element, and (3) provide that future amendments to the Countywide Element may be adopted by resolution.

DISCUSSION

On March 12, 2020, The Planning Committee/Recycling Board (in its role as Local Task Force) and the Programs and Administration Committee recommended that the WMA Board hold a public hearing and a first reading of Ordinance 2020-01. At the WMA meeting on March 25, 2020, the WMA held a public reading and introduced and waived the first reading of the subject ordinance, and voted unanimously to place the ordinance on the consent calendar for adoption at the April 22, 2020, meeting (20-0, Hannon moved, Hernandez seconded).

RECOMMENDATION

That the Waste Management Authority waive the requirement to read the full text of the Ordinance, read by title only, and adopt Ordinance 2020-1

Attachment A: Ordinance 2020-01

Attachment B (link): [CoIWMP Countywide Element, Draft: March 19, 2020](#)

ATTACHMENT A

ORDINANCE 2020- 01

AN ORDINANCE ADOPTING THE COUNTYWIDE ELEMENT OF THE COUNTYWIDE INTEGRATED WASTE MANAGEMENT PLAN

The Board of the Alameda County Waste Management Authority (“WMA”) ordains as follows:

SECTION 1 (Enactment)

The Board of the WMA does hereby enact this ordinance in full consisting of Section 1 through Section 4.

SECTION 2 (Findings)

(a) The WMA finds that the California Integrated Waste Management Act (California Public Resources Code §§ 40000 et seq.) requires the preparation and adoption of a Countywide Integrated Waste Management Plan (“CiWMP”).

(b) The WMA finds that the Alameda County Joint Exercise of Powers Agreement for Waste Management directs that the WMA prepare, adopt, revise, amend, administer, enforce and implement the CiWMP.

(c) The WMA finds that it adopted a CiWMP Summary Plan and Siting Element (collectively referred to as the Countywide Element), dated February 26, 2003, and has adopted several amendments to the Countywide Element since then.

(d) The WMA finds that the existing Countywide Element required updates, revisions, and clarifications.

(e) The WMA finds that the Planning Committee/Recycling Board, as the Local Task Force, and the Programs and Administration Committee have considered the proposed update to the Countywide Element and recommended that the WMA Board repeal the existing Countywide Element and adopt the new updated Countywide Element.

(f) The WMA finds that the WMA provided all required notices and held a duly noticed public hearing on March 25, 2020 to consider repealing the existing Countywide Element and adopting the new updated Countywide Element set forth in Exhibit 1.

(i) The WMA finds that the CiWMP updates will not result in direct or indirect physical changes in the environment, and thus the adoption of such amendments is not considered a project under the California Environmental Quality Act (CEQA) and is exempt from CEQA pursuant to Title 14 California Code of Regulations section 15061(b)(3).

SECTION 3 (Repeal of existing Countywide Element and Adoption of new Countywide Element)

The WMA does hereby:

- (a) Repeal the existing Countywide Element, consisting of the Summary Plan and Siting Element.
- (b) Adopt a new Countywide Element set forth in Exhibit 1 and made a part of this ordinance.
- (c) Provide that future amendments to the Countywide Element may be adopted by resolution.

SECTION 4 (Notice and Effective Date)

This ordinance shall be posted at the WMA offices for at least thirty (30) days after its adoption by the Board and shall become effective thirty (30) days after its adoption.

Passed and adopted this 22nd day of April, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

I certify that under penalty of perjury that the foregoing is a full, true and correct copy of
ORDINANCE NO. 2020 - 01.

Arliss Dunn, Clerk of the Board

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DATE: April 22, 2020

TO: Waste Management Authority Board

FROM: Pat Cabrera, Administrative Services Director

SUBJECT: Household Hazardous Waste (HHW) Memoranda of Understanding (MOUs)

SUMMARY

At the direction of the WMA, staff has prepared amendments to the HHW program Memoranda of Understanding (MOUs) with the County of Alameda Department of Environmental Health (herein referred to as the County) and the City of Fremont reflecting the terms of the new ordinance that was adopted on September 25, 2019.

DISCUSSION

At the September 25, 2019 WMA meeting, the Board adopted Ordinance 2019-01 amending Ordinance 2014-01 ([Ordinance-2019-01](#)), which established an HHW collection and disposal fee. The amendment set the annual fee at \$6.64 per residential unit through at least June 30, 2024, at which time an analysis will be conducted to determine if the fee would need to be revised for the next five years (provided that it could never be more than the original fee of \$9.55 per residential unit).

While the WMA administers this fee (as well as the per-ton fee), the HHW facilities are operated by the County for the Oakland, Livermore and Hayward sites. The City of Fremont, who contracts with BLT, operates the Fremont site. Specific deliverables and reimbursement limits are established through MOUs between the WMA and the County and the WMA and the City of Fremont. Both current MOUs are scheduled to expire on June 30, 2020.

Attached are amended MOUs for both the County and the City of Fremont. The MOUs extend through June 30, 2029; however, they will be revisited prior to the end of June 30, 2024 to determine the reimbursement limits through June 30, 2029 based on the aforementioned analysis. In addition to implementing new reimbursements, revisions to the MOUs reflect the changes to the fee structure (flat fee as opposed to the previous convoluted calculation that changed the fee annually), reporting clarifications and changes to the one-day events from twelve per year (which was not obtainable) to at least eight per year.

Both MOUs have been reviewed by WMA Counsel and as shown in Attachment A, the City of Fremont has already approved its MOU with the WMA. While County Counsel has also reviewed its

MOU with the WMA (Attachment B), and agreed to its terms, consistent with past practice it will be placed on the Board of Supervisor's agenda for approval once approved by the Board.

RECOMMENDATION

That the WMA approve the MOUs with the County of Alameda Department of Environmental Health and the City of Fremont.

Attachment A: MOU with the City of Fremont

Attachment B: MOU with the County of Alameda, Department of Environmental Health

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding for Household Hazardous Waste (HHW) Services is entered into by and between the City of Fremont ("City") and the Alameda County Waste Management Authority ("Authority") and as of the Effective Date replaces the MOU between the parties dated August 1, 2014.

RECITALS

1. The Authority is a joint powers agency responsible for administration and implementation of the Alameda County Integrated Waste Management Plan and Hazardous Waste Management Plan and this MOU will not affect obligations under that joint powers agreement.
2. Pursuant to Public Resources Code Sections 47100 and 47101, and Health and Safety Code Section 25218 et seq, the City partially implements the countywide household hazardous waste program ("Program") and is responsible for the collection, recycling and disposal of hazardous wastes from households and Conditionally Exempt Small Quantity Generators ("CESQGs").
3. The Authority authorizes the funding of the Program through the Household Hazardous Waste (HHW) Fee per ton of waste disposed at landfills and through the Household Hazardous Waste Collection and Disposal Fee collected from each residential property owner (collectively, the "HHW Fees").
4. The Authority and the City (the "Parties") wish to set forth their respective roles and responsibilities for continuation of the Program.
5. Alameda County implements much of the Program and is accountable to the Authority for three countywide stand-alone facilities and other Program services.
6. The City of Fremont has contracted with a Facility Operator (BLT) to provide transfer station/recyclables processing services at the Fremont Transfer Station located at 41149 Boyce Road which includes a household hazardous waste drop off center which is convenient to the residents of Fremont, Union City and Newark, and is available to all Alameda County residents.
7. The Authority has agreed to contribute funding to the City for the Fremont HHW facility per Exhibit A attached. The funds are derived from the HHW fees. These funds will be used to reimburse the City for the operating costs of providing Program services at the Fremont site.

8. Environmental review for this Household Hazardous Waste Disposal Facility has been conducted under the California Environmental Quality Act, Public Resources Code Section 21000 *et seq.*

NOW, THEREFORE, the Parties agree as follows:

Article I. Definitions

In addition to terms defined in the recitals above, the following definitions shall be used in this MOU:

- a) **Conditionally Exempt Small Quantity Generator (CESQG)** shall mean those businesses that are qualified to use the program pursuant to Section 25218, *et seq.*, of the California Health and Safety Code.
- b) **County** means County of Alameda, State of California.
- c) **Facility** means the Fremont Transfer Station and Materials Recovery Facility located at 41149 Boyce Road, including the Household Hazardous Waste Facility component, which collects, handles, treats, stores, recycles or disposes of Household Hazardous Waste, including hazardous waste from CESQGs.
- d) **Facility Operator** means BLT Enterprises of Fremont, Inc., or their assignee or successor.
- e) **Household Hazardous Waste (HHW)** means any hazardous waste generated incidental to owning or maintaining a place of residence. HHW also includes Universal Wastes.
- f) **Memorandum of Understanding (MOU)** means this agreement, including all exhibits, which are incorporated herein by reference, as this MOU may be amended from time to time.
- g) **Notice** (or **Notify** or other variation thereof) means written notice given by one Party to the other Party in relation to the execution of the various obligations of the Parties under this MOU.
- h) **Program** means the Countywide household hazardous waste and small quantity generator program for the collection, recycling and disposal of hazardous wastes from households and CESQGs. The program includes four permanent household hazardous waste collection facilities, one day events and satellite collection site partners, oversight, outreach and administration by Authority, and activities

pursuant to Waste Management Authority Ordinance 2019- 01 "Ordinance Amending the Household Hazardous Waste Collection and Disposal Fee Ordinance.

- i) **Product Stewardship Offset** means the funds received or operational cost reductions in connection with activities pursuant to Waste Management Authority Ordinance 2019-01 and attributable to household hazardous waste product stewardship programs implemented in accordance with federal, state, or local laws (such as the PaintCare Product Stewardship Program established at Public Resources Code sections 48700 et seq.).
- j) **Residential Landlord Program Participants** means CESQGs who are owners of residential rental property in Alameda County and choose to dispose of household hazardous wastes from households they own in Alameda County.
- k) **State** shall mean State of California.
- l) **Universal Waste** shall mean material identified by the California Department of Toxic Substances Control and specified in the California Code of Regulations as belonging to a special class of hazardous waste. Universal Waste generally includes household items such as batteries, electronics, fluorescent lamps, thermometers and thermostats, mercury-containing products and devices and non-empty aerosol cans.

Article 2. Term and Reimbursements

a. Term

The term of this MOU shall commence upon execution by both Parties and will be effective July 1, 2020 ("Effective Date") and continue without interruption as long as the Facility continues to provide services to all County residents, and the Authority continues to fund the reimbursements as described in Exhibit A, subject to the following reopener provision in Paragraph B below, and the amendment and termination provisions in Articles 10 and 12.

b. Reimbursements

The Parties agree to the annual reimbursements listed in Exhibit A, as it may be amended, through June 30, 2024. No later than February 28, 2024, the City and the Authority agree to reopen this Agreement in order for the City and Authority to agree on reimbursement amounts for the period of time beginning on July 1, 2024. The current Exhibit A to this Agreement only describes the funding reimbursement through June 30, 2024. In the event the City and the Authority are unable to agree on the continuing amount of Authority

reimbursement at that time, City has the right to terminate this Agreement effective July 1, 2024.

c. Meet and Confer

The Parties agree to confer annually about revenues and expenditures by February 28th of each year beginning in fiscal year 20/21. The purpose of these consultations is to ensure the long-term fiscal stability of the Program. In addition, the consultation will attempt to address: (1) any extraordinary expenses, including those resulting from a change in law, incurred by the City from the Fremont HHW facility in the previous calendar year and (2) estimated expenses in future years. The Parties agree to discuss and make a good faith effort to resolve potential imbalances between long-term revenue and spending projections in order to take or plan any action by the Parties that may be necessary. Such actions could include but are not limited to operational changes, increased reimbursement from the Authority, or amendments to this MOU.

Article 3. Operations and Marketing

City agrees to require the Facility Operator to have the Facility open and available to accept HHW from Alameda County residents, Residential Landlord Program Participants, and CESQGs as outlined in Exhibit B. The City agrees that the HHW collection center will not charge: 1) residents of Alameda County Households or 2) Residential Landlord Program Participants for use of the HHW Facility. All other CESQGs will pay the fees for service established by the County. To assist in achieving performance goals, the Authority Board may with the concurrence of the City Manager of Fremont or designee and consistent with available funding, direct that the City adjust Program operations including, but not limited to, the method(s) by which the public uses the Facility, the timing during which the Facility is open, and the use of alternative collection methods. These changes may result in increases or decreases in specific line items in the spending plan, but shall not exceed the annual amounts listed in Exhibit A as it may be amended.

The City will be responsible for all marketing and advertising of the Facility to Fremont residents. However, the Authority will maintain web based information on its website.

Article 4. Funding

a. Reimbursements

The Parties agree to the not to exceed reimbursement amounts listed in Exhibit A, through June 30, 2024. However, pursuant to Ordinance 2019 -01 a financial analysis of the HHW program will be conducted prior to June 30, 2024 to

determine the fee for fiscal year 2024/25 through fiscal year 2028/29. Based on that analysis, reimbursement amounts may be revised for that five year period. The Authority will make reimbursement payments to City up to the amount of the reimbursement limits contained in Exhibit A, as it may be amended, within thirty days of receipt of an invoice for actual costs of the Program, net of fees paid by CESQG's to the Facility. Invoices shall be submitted in two installments as outlined below and shall specify total invoiced cost for salaries/employee benefits, indirect costs, and other costs together with other cost detail agreed upon by the Executive Director and the City Manager of Fremont or designee. If the City does not receive timely and full reimbursement in accordance with this agreement and following notice to Authority, then the dispute resolution provisions outlined in Article 8 and Article 12 shall apply.

The first installment will be submitted by the City to the Authority no later than February 15 and will contain actual cost information from July 1– December 31.

The second installment will be submitted no later than August 5 and will contain actual cost information from January 1 – June 30.

In the event that the City does not have actual cost information available for the second installment it can submit a final billing no later than September 15.

b. Modification of Reimbursement Limits

Reimbursement may exceed the annual amounts shown in Exhibit A if approved in advance in writing by the Executive Director. In general, this approval will be for an emergency or extraordinary circumstance or event. The annual City spending plan line items for the Program may include some multi-year contracts, such as disposal, so long as an explanation satisfactory to the Executive Director is included in the proposed Facility spending plan if a line item is intended to pay for multiple years of that cost. In no instance, however, shall actual annual reimbursement exceed the annual amounts specified in Exhibit A unless approved in advance in writing by the Executive Director.

c. Small Quantity Generator Fees

The Program currently includes a County-operated program for CESQGs, pursuant to State and Federal regulations. The City will provide substantially the same opportunities for the CESQGs to use the Facility and will require the Facility Operator to charge the same fees as County-operated HHW facilities, fees which are set by the Alameda County Board of Supervisors. The Rate Schedule for CESQG fees is attached as Exhibit C and incorporated by reference. CESQG fees may be adjusted from time to

time by the Alameda County Board of Supervisors. The Authority shall update Exhibit C at such time as the CESQG fees are revised by the Alameda County Board of Supervisors and shall provide the City a copy of such updated Exhibit C.

Article 5. Reporting Requirements

The following reports shall be submitted by the City to the Authority:

- a) **An annual report by October 30th for the prior fiscal year, with the first report due October 30th, 2015 to include the following:**
- A descriptive written summary of the Program's operation over the previous year.
 - Presentation of data including numbers of vehicles, transactions and households served, geographic distribution of households served by city/jurisdiction, quantities of materials collected and/or shipped based on CalRecycle Form 303 or equivalent, annual statement describing revenues and expenditures by categories including cost per pound and cost per household served. Product Stewardship Offsets. The City shall report funds received or reduced expenses, if any, attributable to Product Stewardship Offsets. Operational cost reductions shall be calculated based on the difference between the Facility's baseline or estimated cost to manage the particular materials covered by the product stewardship program if the product stewardship program did not exist, and the actual cost to manage those materials and the product stewardship program with the product stewardship program in existence. In some instances, this method may be infeasible to use because there is no baseline experience upon which to base a reasonable estimate of the cost in the absence of the product stewardship program. Operational cost reductions shall be calculated in a manner acceptable to the Executive Director and the City Manager of Fremont or designee. Funding from either of the parties to expand or enhance the Program beyond the activities pursuant to Waste Management Authority Ordinance "Ordinance 2019-01 are not Product Stewardship Offsets.
 - CESQG program reports including number of transactions by facility, quantity of waste handled, revenues; and for Residential Landlord Program Participants, the number of units served and geographic location statistics.
 - All reports shall be submitted in a form satisfactory to the Executive Director of the Authority and the City Manager of Fremont, or designee.
- b) **A detailed proposed annual spending plan for the next fiscal year by February 15th of each calendar year. Timely submittal of the detailed spending plan is**

essential for the success of the meet and confer process specified in Section 2.c.

- c) A quarterly report submitted within 30 days of the end of each quarter (i.e., January, April and July, for the three months preceding each of these months), beginning in January, 2015. These quarterly reports are expected to be a compilation of the monthly reports the City receives from its facility operator and are expected to include:**

- Numbers of vehicles and of households served.
- Geographic distribution of households served by jurisdiction.
- Types of households served (e.g., single family residential, 2-4 unit residential, 5+ unit residential).
- Number of transactions
- Type of customer (e.g., resident, CESQG or Residential Landlord Program Participant. Ownership of the residence served (i.e., owner-occupied or rented).
- Other such information or format as mutually agreed upon by the Executive Director of the Authority and the City Manager of Fremont or designee to better understand the patterns of use of the Program.

Article 6. Insurance

During the life of this MOU, the City shall ensure that the Facility Operator and its contractors and subcontractors, if any, maintain the following minimum insurance:

a. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability, and broad-form property damage liability coverage. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000. The umbrella policy shall not be less than \$5,000,000.

b. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.

c. Statutory workers' compensation and employer's liability insurance as required by state law. The Facility Operator and its carrier shall not be entitled to recover any costs, settlements, or expenses of workers' compensation claims arising out of this MOU.

d. Upon request, the City shall require Facility Operator to submit to Authority certificates of insurance for the policies listed above. The certificates shall provide that the insurer give written notice to Authority at least 10 days prior to

cancellation of or any material changes in the policy.

Article 7. Indemnification

City agrees to continue to require in its HHW Service Contract with Facility Operator that the Facility Operator indemnifies and holds harmless the Authority, its officers, employees, and agents from and against any and all loss, liability, expense, claim, costs (including costs of defense), fines, penalties, consequences, and suits and damages of every kind, nature and description directly or indirectly arising from the negligent or intentional acts, errors, or omissions of the Facility Operator or its contractors and subcontractors, if any, in the performance of services under this MOU, and Facility Operator shall pay all claims, damages, judgments, legal costs, adjustors' fees and attorneys' fees and attorneys' fees related thereto.

Article 8. Dispute Resolution

The Parties shall make a good faith effort to settle any dispute or claim arising under this MOU. If the parties fail to resolve such disputes or claims, they shall submit them to nonbinding mediation in California. If mediation does not arrive at a satisfactory result, arbitration, if agreed to by all parties, or litigation may be pursued. In the event any of these dispute resolution processes are invoked, each Party shall bear its own costs and attorneys' fees.

Article 9. Notices

All notices, requests, demands or other communications by either Party to the other Party shall be in writing and shall be effective upon receipt by (i) personal delivery or by courier to the address set forth below or (ii) when deposited in the U.S. Mail, first class, registered or certified mail, return receipt requested, to the address set forth below:

To City:

City Manager
City of Fremont
3300 Capitol Avenue
Fremont, CA 94538

Cc.

Environmental Services Manager City of Fremont
39550 Liberty Street
Fremont, CA 94538

To Authority:
Executive Director
Alameda County Waste Management
Authority
1537 Webster Street
Oakland, California 94612

Article 10. Amendment

This MOU shall not be modified or amended except in writing executed by all Parties. Notwithstanding the foregoing, the parties acknowledge that Exhibit C will be periodically updated, and such update does not constitute an amendment of the MOU.

Article 11. Severability

If any term, condition or provision of this MOU shall, at any time or to any extent be invalid or unenforceable, the remainder of the MOU, other than that provision which is held invalid or unenforceable, shall not be affected hereby and the remaining terms, conditions or provisions shall be valid and enforceable to the fullest extent permitted by law.

Article 12. Termination, Breach and Default

The Parties may terminate this MOU at any time by mutual written agreement. In the event the Authority determines it is unable to continue its funding obligations as described in this Agreement, Authority agrees to give City a six month Notice of such determination prior to implementation, in order for the City to have adequate time to pursue other funding sources, or to make the operational changes necessary to reflect the reduced budget.

In the event of a breach of this MOU by either Party, the offending Party shall be given written Notice of such breach and a sixty (60) day opportunity to cure. This Notice shall include with specificity the details of the alleged breach and the date of intended termination.

Article 13. Governing Law

This MOU is entered into and to be performed in Alameda County, California, and shall be governed by the laws of California.

IN WITNESS WHEREOF, EACH PARTY HEREBY APPROVES AND EXECUTES THIS
MEMORANDUM OF UNDERSTANDING

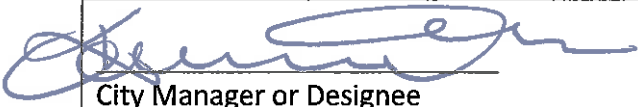
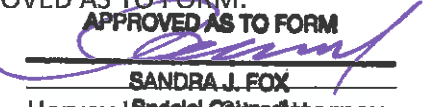
<p>City</p> <p></p> <p>City Manager or Designee</p> <p>DATE: <u>3/16/2020</u></p>	<p>Authority</p> <p>_____</p> <p>Wendy Sommer, Executive Director</p> <p>DATE: _____</p>
<p>APPROVED AS TO FORM: APPROVED AS TO FORM</p> <p>By: </p> <p>SANDRA J. FOX Harvey Leach, City Attorney</p>	<p>APPROVED AS TO FORM:</p> <p>By: _____</p> <p>Richard Taylor, Authority Counsel</p>

Exhibit A: City of Fremont Reimbursement Limits

Period:	July 1, 2020 -June 30, 2021
Annual Reimbursement:	\$1,123,408
Period:	July 1, 2021 - June 30, 2022
Annual Reimbursement:	\$1,162,728
Period:	July 1, 2022 - June 30, 2023
Annual Reimbursement	\$1,203,423
Period:	July 1, 2023- June 30, 2024
Annual Reimbursement:	\$1,245,543

Exhibit B:

Performance Goals & Operational Parameters

Performance Goals

Attempt to annually serve 12-14% of Fremont service area which includes households in Fremont, Newark and Union City. This percentage amounts to approximately 13,000 households.

Table 1: Operational Parameters:

Fremont Facility
Open to households: Wed-Fri: 8:30 am-2:30 pm Sat: 8 am-4:00 pm E-Waste Accepted
Small Businesses including Residential Landlord Program: Tuesdays between 9 am and 2 pm Drop in for Universal waste & Latex paint, other materials by appointment

Exhibit C: Conditionally Exempt Small Quantity Generator Program Fee Schedule

<i>Paint, and Paint Related Materials</i> (Oil and Latex), Stain, Varnish, Roofing Tar, Primers, Coatings, Adhesives, Inks Joint Compounds, Glazes, and Other Petroleum Based Products, Misc Petroleum Based Products, Sludges. Solvents, Flammable liquids, Detergents in containers less than one gallon	\$0.60 Pound
<i>Solvents, Flammable liquids, Detergents - containers one gallon and up</i>	\$ 3.50 gallon
Aerosol Cans (including camping/ torch propane bottles) to 16.4 oz	\$ 1.60 Each
Propane Tanks (5 gal/20 lb. Gas grill type) <i>Other sizes \$ 2.50/gallon shell volume</i>	\$12.50 Each
Motor Oil/Lubricating/Hydraulic Oil	\$1.30 Gallon
Contaminated Motor/Lubricating/Hydraulic Oil	\$3.50 Gallon
Oil Filters from Cars	\$1.50 Each
Large Filters from Trucks	\$6.00 Each
Antifreeze	\$2.75 Gallon
Petroleum Contaminated Soil, Lead Paint Chips for landfill	\$0.85 Pound
Photo Chemical Liquids (developers, fixers, stop baths)	\$6.00 Gallon
Chemicals (not toxic), Acids, Bases, Photo Solids & Liquids Swimming Pool Chemicals, Neutral Oxidizers, Bleach	\$2.10 Pound
Flammable Solids Contaminated soils/sorbents for incineration	\$2.60 Pound
Pesticides, Herbicides, Fungicides, toxic materials	\$3.10 Pound
Fertilizers	\$2.10 Pound
Dry cell batteries, SLA batteries, not including mercury batteries	\$0.60 Pound
Mercury, Mercury Containing Articles, Mercury Batteries	\$7.10 Pound
Cyanides, Acutely/Extremely Hazardous Materials	\$30.00 Pound
Organic Peroxides (epoxy hardeners) Tube=up to 4.0oz Quart = \$15.00 Gallon=\$50.00	\$3.00 Tube \$10.00 Pint
Materials Not Listed Above	Case by Case Basis
Minimum charge	\$ 25.00

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the County of Alameda, Department of Environmental Health ("County") and the Alameda County Waste Management Authority ("Authority") (collectively, the "**Parties**") and shall become effective the 1st day of July, 2020 and as of that date shall replace the memorandum of understanding between the parties dated July 1, 2014.

WHEREAS, pursuant to Public Resources Code Sections 47100 and 47101, and Health and Safety Code Section 25218 et seq., the County has a household hazardous waste and small quantity generator program for the collection, recycling and disposal of hazardous wastes from households and Conditionally Exempt Small Quantity Generators (the "Program"); and

WHEREAS, the Authority is a joint powers agency responsible for, inter alia, administration, and implementation of the Alameda County Integrated Waste Management Plan and Hazardous Waste Management Plan; and

WHEREAS, the Authority funds the Program through a Tipping Fee and through a Household Hazardous Waste Collection and Disposal Fee collected from each residential property owner; and

WHEREAS, the Authority and the County wish to set forth their respective roles and responsibilities for the Program.

NOW, THEREFORE, the Parties agree as follows:

1. Definitions

In addition to terms defined in the recitals above, the following definitions shall be used in this MOU:

Authority Board: the Board of Directors of the Alameda County Waste Management Authority.

Authority Costs: the Authority's actual costs and expenditures for support of the Program including Authority costs related to supporting the Program as set forth in this Agreement, such as direct mail and other outreach methods. These include costs and expenditures for basic oversight, staffing, marketing and Indirect Costs.

Conditionally Exempt Small Quantity Generator ("CESQG"): businesses that are qualified to use the Program pursuant to Section 25218, et seq., of the California Health and Safety Code.

City of Fremont Costs: the City of Fremont's actual costs and expenditures in connection with operation of the Fremont Facility.

Department of Environmental Health Costs: the Department of Environmental Health's actual costs and expenditures for support of the Program as set forth in this Agreement including costs related to operating the facilities, One Day Events, and the small business program. These include costs and expenditures for basic oversight, staffing and Indirect Costs.

Department of Environmental Health: the Alameda County Department of Environmental Health, which is primarily responsible for County operation of the Program.

Executive Director: the Executive Director of the Alameda County Waste Management Authority.

Fremont Facility: the household hazardous waste and CESQG facility located in the City of Fremont for the collection, recycling and disposal of hazardous wastes from households and CESQGs.

Household Hazardous Waste Collection and Disposal Fee ("HHW Collection and Disposal Fee"): the fee collected from each residential property owner in accordance with Waste Management Authority Ordinance 2019- 01 "Ordinance 2019-01 Amending The Household Hazardous Waste Collection and Disposal Fee Ordinance

Indirect Costs: the reasonable overhead costs attributable to the Program.

Program: the Countywide household hazardous waste and small quantity generator program for the collection, recycling and disposal of hazardous wastes from households and CESQGs. The program includes four permanent household hazardous waste collection facilities, One Day Events and satellite collection site partners, oversight, outreach and administration by Authority, and activities pursuant to Waste Management Authority Ordinance 2019- 01. The County may in its sole discretion operate and fund, directly or through grants or other sources of funding, additional programs for collection of substances that may or may not be household hazardous wastes.

Program Staff: the Department of Environmental Health staff assigned to the Program.

Product Stewardship Offset: the funds received or operational cost reductions in connection with activities attributable to household hazardous waste product stewardship programs implemented in accordance with federal, state, or local laws (such as the PaintCare Product Stewardship Program established at Public Resources Code sections 48700 et seq.).

Tipping Fee: the Household Hazardous Waste Fee, currently \$2.15 per ton, for disposal at landfills.

2. Term

The term of this MOU shall commence on the Effective Date and continue without interruption subject to the termination provisions set forth below.

3. Operations

- a. **Facilities.** County agrees to operate the facilities listed in Attachment A during the hours and days listed in Attachment A. The County, after consultation with the Executive Director, may adjust opening and closing hours, however, any changes in days or a day's total hours of operation must be reviewed and approved by the Authority Board.
- b. **One Day Events.** County agrees to operate One-Day Events throughout the County as set forth in Attachment A.
- c. **Program Operations.** County is responsible for Program operations concerning collection, processing, and disposal of hazardous wastes except at the Fremont Facility and will exercise that responsibility in accordance with all applicable laws and consistent with industry standards. Authority is responsible for outreach and education and other matters as set forth in section 7. Performance goals for the permanent facilities and for One Day Events are contained in Attachment A. To assist in achieving performance goals, the Authority Board may with the concurrence of the Director of Environmental Health and consistent with available funding direct that the County adjust Program operations including, but not limited to, the method(s) by which the public uses the facilities, the timing during which each facility is open, and the use of alternative collection methods. These changes may result in increases or decreases in specific line items in the Program's budgeted expenses, but shall not exceed the annual amounts listed in Attachment B.

4. Accepting Materials from Alameda County Residents and Residential Property Owners

- a. **Residents.** The County agrees that no charge will be imposed on residents of Alameda County households for using services funded by the HHW Collection and Disposal Fee.
- b. **CESQGs.** The County agrees that no charge will be imposed on CESQGs who are owners of residential rental property in Alameda County for disposal of household hazardous wastes from households they own in Alameda County. All other CESQGs will pay the fees for service established by the County.

5. Expenditures

- a. **Revenue.** The Tipping fee and the HHW Collection and Disposal fee and any accrued interest resulting from these fees constitute the funds that will be used to make the reimbursements for Department of Environmental Health Costs, Authority Costs, and City of Fremont Costs. Funds not required for such costs may be used by Authority in its sole discretion consistent with applicable laws.
- b. **Reimbursements.** The Parties agree to the reimbursement amounts listed in Attachment B, through June 30, 2024. However as outlined in Ordinance 2019 -01 a financial analysis of the HHW program will be conducted prior to June 30, 2024 to determine what the fee will be for fiscal year 2024/25 through fiscal year 2028/29. Based on that analysis, reimbursement amounts may be revised for that five-year period.

The Authority will make reimbursement payments to the Department of Environmental Health and Authority, up to the amount of the reimbursement limits contained in Attachment B within thirty days of receipt of an invoice for actual costs of the Program net of fees paid by CESQG's to the Department of Environmental Health and not deposited with Authority. Invoices shall be submitted at least annually and not more frequently than bi-annually and shall specify total invoiced cost for salaries/ employee benefits, Indirect Costs, and other costs together with other cost detail agreed upon by the Executive Director and the Director of the Alameda County Department of Environmental Health. If the Department of Environmental Health does not receive timely and full reimbursement in accordance with this agreement and following notice to Authority and thirty days to cure any deficiency it can reduce services to adjust for the lack of reimbursement.

- c. **Modification of Reimbursement Limits.** Reimbursement may exceed the annual amounts shown in Attachment B if approved in advance in writing by the Executive Director. The annual County spending plan line items for the Program may include some multi-year contracts, such as disposal, so long as an explanation satisfactory to the Executive Director is included in the proposed County Program spending plan if a line item is intended to pay for multiple years of that cost. In no instance, however, shall actual annual reimbursement exceed the annual amounts specified in Attachment B unless approved in advance in writing by the Executive Director.

- d. **Annual Meet and Confer.** The Parties agree to confer annually about revenues and expenditures by February 28th of each year beginning in 2021. The purpose of these consultations is to ensure the long-term fiscal stability of the Program by discussing any potential imbalance between long-term revenue and spending projections, and taking or planning any action by the Parties as necessary. Such actions could include but are not limited to operational efficiency improvements, changes in days or hours of operation, or amendments to this MOU.

6. Reporting

The following reports shall be submitted by Program Staff to the Executive Director. The types and contents of reports to be submitted may be changed by mutual agreement of the Executive Director and Director of Environmental Health after consultation with

Program Staff:

- a. **An annual report by October 30th for the prior fiscal year, with the first report due October 30th, 2020, to include the following:**
- A descriptive written summary of the Program's operation over the previous year.
 - Presentation of data including numbers of vehicles and households served per facility, geographic distribution of households served by city/jurisdiction, quantities of materials collected and/or shipped based on CalRecycle form 303 or equivalent, annual budget describing projected and actual revenues and expenditures by category.
 - Total number of transactions per jurisdiction (in addition to households)
 - A list of One Day Events, by location, cost and number of households served.
 - Performance indices in cost per pound and cost per household served.
 - Product Stewardship Offsets. Department of Environmental Health shall report funds received, if any, attributable to Product Stewardship Offsets. Operational cost reductions shall be calculated based on the difference between the Program's baseline or estimated cost to manage the particular materials covered by the product stewardship program if the product stewardship program did not exist, and the actual cost to manage those materials and the product stewardship program. Operational cost reductions shall be calculated in a manner acceptable to the Executive Director and the Director of the Alameda County Department of Environmental Health. Funding from either of the parties to expand or enhance the Program beyond the activities pursuant to Waste Management Authority Ordinance 2019- 01 are not Product Stewardship Offsets.
 - CESQG program reports including (1) for those paying a fee, the number of transactions by facility, quantity of waste handled, and revenues, and (2) for residential property owners (using the Program at no out of pocket cost) the number of units served and geographic location statistics.
 - Reports shall be submitted in a form satisfactory to the Executive Director and the Director of the Alameda County Department of Environmental Health.
- b. **A detailed proposed annual spending plan for the next fiscal year no later than February 28th of each calendar year. Timely submittal of the detailed spending plan is essential for the success of the meet and confer process specified in Section 5.c.**

c. A quarterly report submitted within 30 days of the end of each quarter (i.e., October, January, April and August, for the three months preceding each of these months). The quarterly report shall include:

- Numbers of vehicles and of households served per facility and for One Day Events.
- Geographic distribution of households served by jurisdiction.
- Total number of transactions per jurisdiction (in addition to households).
- Other such information, by mutual consent, as the Executive Director may request to better understand the patterns of use of the Program.

The following data will be reported subject to availability:

- Types of households served (e.g., single family residential, 2-4 unit residential, 5+ unit residential)
- Type of customer (e.g., resident, or residential property owner or their agent registered as a CESQG)
- Ownership of the residence served (i.e., owner-occupied or rented).

7. Authority Responsibilities

The Authority, in consultation with the Program Staff, shall develop and administer an outreach and education program to market the Program. Outreach shall include advertising, direct mail notice to residents, point of purchase information (e.g., in retail stores), and web based information.

The Authority will annually review the prior year's Program operations, funding, marketing activities and performance, and the coming year's proposed spending plan. The annual review may include, but is not limited to, review of staffing levels; revenues, expenditures and fund balances; County budgeting and Indirect Cost practices as applied to the Program; Authority and Program education, outreach and marketing activities; CESQG program status and One Day Event status. Performance will be reviewed by looking at use of the Program by the public and tonnage of material collected, compared to annual performance goals contained in Attachment A. This will serve as a measure of Program efficiency to allow the Authority and Department to evaluate program changes that can result in service improvements.

Authority will undertake administrative tasks necessary to collect, enforce, and defend any challenges to the Tipping Fee and the HHW Collection and Disposal Fee.

8. Insurance

During the life of this MOU, the County shall have insurance (which may be satisfied through self-insurance) and require that its contractors and subcontractors, if any, maintain the following minimum insurance:

a. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability, and broad-form property damage liability coverage. The combined single limit for bodily injury and property damage shall be not less than \$2,000,000.

b. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.

c. Statutory workers' compensation and employer's liability insurance as required by state law. Insurance shall waive all rights of subrogation against the Authority, its elected or appointed officers, officials, agents and employees for losses paid under the terms of the policy which arise from this MOU.

Upon request, the County shall submit to Authority certificates of insurance for the policies listed above. The certificates shall provide that the insurer give written notice to Authority at least 10 days prior to cancellation of or any material changes in the policy. Upon request, the County shall request such certificates of insurance from any contractors and subcontractors for submission to the Authority

9. Indemnification

County agrees to indemnify and hold harmless the Authority, its officers, employees, and agents from and against any and all loss, liability, expense, claim, costs (including costs of defense), fines, penalties, consequences, and suits and damages of every kind, nature and description directly or indirectly arising from the negligent or intentional acts, errors, or omissions of the County or its contractors and subcontractors, if any, in the performance of services under this MOU, and County shall pay all claims, damages, judgments, legal costs, adjustors' fees and attorneys' fees and attorneys' fees related thereto.

Authority agrees to indemnify and hold harmless the County, its officers, employees, and agents from and against any and all loss, liability, expense, claim, costs (including costs of defense), fines, penalties, consequences, and suits and damages of every kind, nature and description directly or indirectly arising from the negligent or intentional acts, errors, or omissions of the Authority or its contractors and subcontractors, if any, in the performance of services under this MOU, and Authority shall pay all claims, damages, judgments, legal costs, adjustors' fees

and attorneys' fees and attorneys' fees related thereto.

This mutual indemnification agreement is adopted pursuant to Government code section 895.4 and in lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government code section 895.6.

10. Dispute Resolution

The Parties shall make a good faith effort to settle any dispute or claim arising under this MOU. If the Parties fail to resolve such disputes or claims, they shall first consider submitting them to nonbinding mediation in Alameda County, California. If mediation is not acceptable to either party or does not arrive at a satisfactory result, arbitration, if agreed to by the Parties, or litigation may be pursued. In the event any of these dispute resolution processes are invoked, each Party shall bear its own costs and attorneys' fees.

11. Notices

All notices, requests, demands or other communications by either Party to the other Party shall be in writing and shall be effective upon receipt by (i) personal delivery or by courier to the address set forth below or (ii) when deposited in the U.S. Mail, first class, registered or certified mail, return receipt requested, to the address set forth below:

To County:

Director of Environmental Health
Alameda County Department of Environmental Health
1131 Harbor Bay Parkway
Alameda CA 94502-6577

To Authority:

Executive Director
Alameda County Waste
Management Authority
1537 Webster Street
Oakland, California 94612

12. Miscellaneous

- a. Except as otherwise provided in this Agreement, attachments to this MOU may be reasonably revised in by mutual agreement of the Executive Director and the Director of Environmental Health to help achieve participation goals contained in Attachment A as long such revisions are approved by the Authority Board.

- b. This MOU supersedes and replaces the prior MOU between the parties, dated July 1, 2014.
- c. This terms of this MOU are limited to the provision by the County of Program services. The Authority is individually and solely responsible for any costs (including costs of defense), penalties, consequences, and suits and damages of every kind, nature and description directly or indirectly related to the HHW Collection and Disposal Fee. The Authority agrees to indemnify and hold harmless the County, its officers, employees, and agents from and against any and all loss, liability, expense, claim, costs (including costs of defense), fines, penalties, consequences, and suits and damages of every kind, nature and description directly or indirectly arising from the HHW Collection and Disposal Fee and Authority shall pay all claims, damages, judgments, legal costs, adjustors' fees and attorneys' fees and attorneys' fees related thereto. The Department of Environmental Health shall reasonably cooperate with Authority in defense of any claim subject to this section 12.c. This indemnification shall not apply if the County brings or voluntarily joins with any plaintiff in any such claim.
- d. The Parties may terminate this MOU at any time by mutual written agreement or by either Party with thirty-day prior written notice. Except in the case of unilateral termination by County, Authority will fund actual program closure costs up to \$750,000, which amount shall be adjusted beginning July 1, 2022 and each year thereafter by the percentage change in the Consumer Price Index (April over April time period) for All Urban Consumers (not seasonally adjusted) San Francisco-Oakland-Hayward area (1982-1984 = 100) as published by the Bureau of Labor Statistics, U.S. Department of Labor.
- e. The Parties may terminate or suspend this MOU for material breaches of this MOU if a Party fails to cure a defect within 60 days following the service on the offending party of written notice specifying the defect, and the date of intended termination absent cure. Material breaches include but are not limited to repeated failure to comply with any term, of the MOU.

[Signatures on next page]

IN WITNESS WHEREOF, each party hereby approves and executes this Memorandum of Understanding.

COUNTY OF ALAMEDA

By: _____
Richard Valle, President, Board of Supervisors
County of Alameda, State of California

Dated: _____

Approved as to Form:
Donna R Ziegler, County Counsel

By: _____
Kathleen Pacheco, Senior Deputy County Counsel

ALAMEDA COUNTY WASTE MANAGEMENT AUTHORITY

By: _____
Chair of the Board

Dated: _____

Dated:

Approved as to Form:

By: _____
Richard Taylor, General Counsel

Attachment A

Performance Goals & Operational Parameters

Performance Goals

Permanent facilities: Annually serve, through the Oakland, Hayward and Livermore HHW facilities, 12-14% of households in all cities in Alameda County except Fremont, Newark and Union City. This is currently approximately 60,000 households.

One Day Events: Annually serve 6,000 households through at least 8 One Day Events

Operational Parameters:

Oakland facility	Hayward Facility	Livermore Facility
Household Program		
Wed-Fri 9-2:30 Sat 9-4:00	Thursday 9- 2:30 Fridays 9-2:30 Sat 9-4:00	Thursday 9-2:30 Fridays 9-2:30 Sat 9-4:00
Accept E-Waste	Accept E-Waste	Accept E-waste
Small Business program		
Tuesdays (excluding holidays and training)	Alternate Tuesdays or Wednesdays 2x per month	Alternate Tuesdays or Wednesdays 2x per month
Residential landlord program	Residential landlord program	Residential landlord program
Drop in for Universal waste - Latex paint, other materials by appointment	Drop in for Universal Waste/Latex paint, other materials by appointment	Drop in for Universal waste/Latex Paint, other materials by appointment

Attachment B: Annual Reimbursement Limits

Year	Department of Environmental Health Reimbursement Limits	Authority Reimbursement Limits
FY 20-21	\$5,086,090	\$526,638
FY21-22	\$5,340,394	\$543,379
FY 22-23	\$5,607,414	\$560,689
FY 23-24	\$5,887,784	\$578,589

Other:

The estimated savings from PaintCare are included in the reimbursement limits. As part of the financial analysis that will be conducted by March 31, 2024 and in five year intervals thereafter as outlined in Ordinance 2019-01, PaintCare and other product stewardship-related cost reductions will be factored into the analysis to determine the fee for the next five years.

2. Notwithstanding section 5.c of this agreement the limits above may be increased by up to 5% in any year to address changes in market conditions. If increases in excess of 5% are requested, the limits may be modified in accordance with section 5.c of this agreement and by agreement of the parties.

3. a. The County understands that the Authority in the course of Program administration may expend funds to respond to, defend, or settle protests or legal claims associated with the HHW Collection and Disposal Fee, or to comply with any order of a Court of competent jurisdiction with respect to the fee, which are Indirect Costs of the Authority.

b. If such costs together with other Authority Costs exceed the amount in Authority column, then County shall contribute up to \$200,000 per year from its Indirect Cost budget to assist with such costs, as long as the County's indirect cost reimbursement is not reduced to less than \$370,000 per year. Whether and how these funds are used is the sole determination of the Authority, consistent with the purposes of this agreement.

c. The Authority will notify County in advance of each fiscal year beginning in FY20-21 if it expects that reimbursement limits may be affected during that period.

d. The above amounts do not include any costs or amounts for services provided to Authority by other County Departments.

Attachment C
Alameda County Household Hazardous Waste CESQG Fee Schedule

Item	Price	Unit
PaintCare Eligible Paint, Oil Base: Stain, varnish, deck coating, floor paint (including elastomeric), primer, sealer, undercoat, shellac, lacquer, varnish, urethanes & epoxy (single component), waterproofing concrete/masonry/wood and repellents (no tar or bitumen-based) metal coatings, rust preventative, field and lawn paints	\$0.10	Pound
Paint Related Materials & Non-PaintCare Paint: (Oil base and Latex): ink, colorant & pigments, roofing tar, adhesive, joint compound, glaze, paint sludge; solvents in containers under 1 gallon	\$1.00	Pound
Solvents, Flammable liquids, Detergent liquids, Contaminated motor oil (non-PCB): one gallon and larger	\$ 0.55	Pound
Chemicals, other than Toxic/Poisons: Acids, Bases, Oxidizers, Salts, Photo Chemical Solids & Liquids, Cleaning Compounds, Swimming Pool Chemicals, Bleach, Laboratory Chemicals	\$ 2.40	Pound
Poison /Toxic materials: Pesticides, Herbicides, Fungicides, Lab Chemicals, wood preservative	\$ 3.20	Pound
Contaminated Solids: Lead Paint Chips, Soil/Sorbents - suitable for Hazardous Waste landfill	\$1.80	Pound
Lamp Ballasts: (Magnetic transformer type under 15 lbs. PCB or non-PCB)	\$1.00	Pound
Antifreeze	\$ 0.35	Pound
Photo Chemical Liquids: one gallon and larger (developers, fixers, stop baths)	\$ 0.70	Pound
Motor Oil, Lubricating & gear Oil: one quart and larger	\$ 0.20	Pound
Oil Filters	\$ 2.00	Pound
Flammable Solids, Service Station fuel filters, Contaminated Soils/Sorbents/Materials requiring incineration (contains VOC)	\$ 3.50	Pound
Mercury, Mercury Containing Articles, Mercury Batteries	\$18.00	Pound
Propane Tanks: Camping & Torch type (1 pound)	\$2.50	Pound
Propane Tanks: (20 pound) gas grill type, no vehicle tanks est. 20 Lb. each	\$12.50	Each
Lead Acid Auto Batteries, Engine Starting Batteries est. 30 Lb. each	\$ 5.00	Each
Materials not list above Case by Case Basis		
Universal Waste		
Aerosol Cans up to 16.4 oz	\$ 1.80	Pound
Household Batteries: Alkaline; Rechargeable Ni/Cd, NiMh, Lion, Sealed lead acid; Lithium	\$ 0.80	Pound
DDR Lithium Ion Batteries: damaged, swollen lithium ion cells & packs; Lion packs >300 AH	\$15.00	Pound
Fluorescent lamps: Straight tube lamps, over 2 foot long	\$ 2.00	Pound
Compact Fluorescent Bulbs, D-tubes, U tubes, PL inserts, Small tubes, Misc. mercury lamps	\$3.00	Pound
HID Mercury lamps: Mercury Vapor, Sodium Vapor, Metal Halide, auto headlights, video projection	\$4.00	Pound
Compact Fluorescent Bulbs, D-tubes, U tubes, PL inserts, Small tubes, Misc. mercury lamps		
Latex Paint		
Latex Paint: PaintCare Eligible Product	\$ 0.10	Pound
*For all of the above items there is a \$25 Minimum Charge		

DRAFT

**MINUTES OF REGULAR MEETING OF THE
PLANNING COMMITTEE
AND
ALAMEDA COUNTY RECYCLING BOARD**

Thursday, March 12, 2020

4:00 P.M.

**StopWaste Offices
1537 Webster Street
Oakland, CA 94612
510-891-6500**

I. CALL TO ORDER

President Deborah Cox called the meeting to order at 4:00 p.m.

II. ROLL CALL OF ATTENDANCE

Jillian Buckholz, Recycling Programs (teleconference)
Bernie Camara, Recycling Materials Processing Industry (teleconference)
Bob Carling, ACWMA
Deborah Cox, ACWMA
Darby Hoover, Environmental Organization (teleconference)
Laura McKaughan, Source Reduction Specialist
Tianna Nourot, Solid Waste Industry Representative (teleconference)
Jim Oddie, ACWMA (teleconference)
Dave Sadoff, ACWMA
Francisco Zermeño, ACWMA (teleconference)

Absent:

Vacant, Environmental Educator

Staff Present:

Wendy Sommer, Executive Director
Jeff Becerra, Communications Manager (teleconference)
Pat Cabrera, Administrative Services Director
Meghan Starkey, Senior Management Analyst
Farand Kan, Deputy County Counsel

Others Participating:

Arthur Boone

III. ANNOUNCEMENTS BY THE PRESIDENT

President Cox welcomed Laura McKaughan to the Planning Committee and Recycling Board. Ms. McKaughan will be serving in the category of Source Reduction Specialist. Ms. McKaughan provided an overview of her background and experience.

IV. OPEN PUBLIC COMMENT

Arthur Boone announced the upcoming Zero Waste Conference in March at the UC Berkeley Campus is cancelled due to COVID-19. Mr. Boone commented that the efficacy of sorting facilities is insufficient.

V. CONSENT CALENDAR

- 1. Approval of the Draft Minutes of February 13, 2020 (Jeff Becerra)**
- 2. Board Attendance Record (Jeff Becerra)**
- 3. Written Report of Ex Parte Communications (Jeff Becerra)**

There were no public comments for the consent calendar. Board member Sadoff made the motion to approve the consent calendar. Board member Carling seconded and the motion carried 10-0: (Ayes: Buckholz, Camara, Carling, Cox, Hoover, McKaughan, Nourrot, Oddie, Sadoff, Zermeno. Nays: None. Abstain: None. Absent: None. Vacant: Environmental Educator)

VI. REGULAR CALENDAR

1. Multi-Year Fiscal Forecast (Pat Cabrera)

This item is for information only.

Pat Cabrera provided an overview of the staff report and presented a PowerPoint presentation. A link to the report and the presentation is available here: [Fiscal-Forecast-03-12-20.pdf](#)

Board member McKaughan asked for clarification of the term PEPRA. Ms. Cabrera stated PEPRA is the California Public Employees' Pension Reform Act of 2013 that changed the formula for CALPERS employees and lowered pension costs for employers.

President Cox opened the floor for public comments. Arthur Boone stated that he disagreed with the averaging of tons and felt that staff was manipulating the numbers to deflect from the ineffectiveness of our programs. Board member McKaughan stated that the same trend of increasing disposal is true across the Bay Area and if we're seeing the trend in other jurisdictions there is no relation to StopWaste programs effectiveness.

President Cox thanked Ms. Cabrera for her report.

2. Countywide Element Update: Draft Document (Meghan Starkey)

Staff recommends that the Planning Committee and the Recycling Board (in its role as Local Task Force) review the attached draft Countywide Element and recommend to the WMA Board that it hold a public hearing at the March 25, 2020, meeting and introduce and waive the first reading of an ordinance to (1) repeal the existing Summary Plan and Siting Element of the Countywide Integrated Waste Management Plan (CoIWMP) referred to collectively as the "Countywide Element," (2) adopt a new Countywide Element that would update and replace the existing Countywide Element, and (3) provide that future amendments to the Countywide Element may be adopted by resolution, and also recommend that the WMA Board direct staff to place the ordinance on the calendar for adoption at the April 22, 2020, meeting.

Meghan Starkey provided an overview of the staff report. A link to the report is available here: [Countywide-Element-Update-03-12-20.pdf](#). Ms. Starkey also provided a demonstration of a new interactive map that shows the flow of materials for Alameda County. A link to the map is available here: <http://www.stopwaste.org/materials-map>.

DRAFT

Board member Carling stated that he is struggling with the use of the word policies, as they seem more like tasks. Ms. Starkey stated that there is a standard handbook for California General Plans that define what a goal, objective, and policy is. Ms. Sommer added according to the guidelines we are legally required to use those terms. Board member Carling stated as an example, Objective 4:3, “The public in Alameda County is educated and motivated to take action and adopt positive waste reduction habits aligned with WMA priorities,” there doesn’t appear to be a distinction between the three policies listed. Mr. Becerra stated that we tried to make distinctions among them according to the type of work that we are doing and the three basic categories are 1) to be responsive to the types of requests that we receive, 2) to be proactive in the types of outreach campaigns that we deploy, and 3) to be transparent. Board member McKaughan asked for clarification on the changes to the conformance finding process. Ms. Sommer stated that each project submitted must undergo a conformance finding process and currently we do not have the opportunity to provide comment until the project has been approved and we would instead prefer to have input during the CEQA process and then only focus on facilities that require a full solid waste facility permit.

President Cox thanked Board member Carling for his input on the wording and thanked staff for the interactive map. Ms. Sommer thanked Meghan and staff for their work on the project.

There were no public comments on this item. Board member Carling made the motion to approve the staff recommendation. Board member Sadoff seconded and the motion carried 10-0:
(Ayes: Buckholz, Camara, Carling, Cox, Hoover, McKaughan, Nourrot, Oddie, Sadoff, Zermeno. Nays: None. Abstain: None. Absent: None. Vacant: Environmental Educator)

VII. MEMBER COMMENTS AND COMMUNICATIONS FROM THE EXECUTIVE DIRECTOR

Board member Zermeno thanked staff for arranging the teleconference option for attending the meeting. Ms. Sommer announced that the agency is recruiting for a Deputy Director and asked the Board to encourage anyone to apply that might be interested in the position. Ms. Sommer announced that the next meeting, on April 22, will be a joint meeting with the WMA and if the COVID-19 requirements are still in place the meeting will be held via teleconference. Staff will provide the logistics for that meeting.

VIII. ADJOURNMENT

The meeting adjourned at 4:45 p.m.

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2020 - ALAMEDA COUNTY RECYCLING BOARD ATTENDANCE

	J	F	M	A	M	J	J	A	S	O	N	D
REGULAR MEMBERS												
J. Buckholz	X	X	X									
B. Camara	X	X	X									
B. Carling	X	X	X									
D. Cox	X	X	X									
D. Hoover	X	X	X									
L. McKaughan			X									
T. Nourrot	A	X	X									
J. Oddie	X	X	X									
D. Sadoff	X	X	X									
F. Zermeño	X	X	X									
INTERIM APPOINTEES												

Measure D: Subsection 64.130, F: Recycling Board members shall attend at least three fourths (3/4) of the regular meetings within a given calendar year. At such time, as a member has been absent from more than one fourth (1/4) of the regular meetings in a calendar year, or from two (2) consecutive such meetings, her or his seat on the Recycling Board shall be considered vacant.

X=Attended

A=Absent

I=Absent - Interim Appointed

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DATE: April 22, 2020
TO: Recycling Board
FROM: Jeff Becerra, Communications Manager
SUBJECT: Written Reports of Ex Parte Communications

BACKGROUND

Section 64.130 (Q)(1)(b) of the Alameda County Charter requires that full written disclosure of ex parte communications be entered in the Recycling Board's official record. At the June 19, 1991 meeting of the Recycling Board, the Board approved the recommendation of Legal Counsel that such reports be placed on the consent calendar as a way of entering them into the Board's official record. The Board at that time also requested that staff develop a standard form for the reporting of such communications. A standard form for the reporting of ex parte communications has since been developed and distributed to Board members.

At the December 9, 1999 meeting of the Recycling Board, the Board adopted the following language:

Ex parte communication report forms should be submitted only for ex parte communications that are made after the matter has been put on the Recycling Board's agenda, giving as much public notice as possible.

Per the previously adopted policy, all such reports received will be placed on the consent calendar of the next regularly scheduled Recycling Board meeting.

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DATE: April 22, 2020

TO: Energy Council

FROM: Jennifer West, Program Manager

SUBJECT: Heat Pump Water Heater Grant Update and Agreement with EBCE and MCE

SUMMARY

Staff is requesting Energy Council approval to enter into an Agreement with local energy providers in the Bay Area to implement the Regional Heat Pump Water Heater (HPWH) Contractor Incentive Program.

DISCUSSION

In January 2020, the Energy Council approved the negotiation of an Agreement for local energy providers to pool funds providing incentives to contractors installing HPWHs. A link to the January 2020 memo is available here: [Heat-Pump-Water-Heater-Grant-Memo-01-22-20.pdf](#). This Agreement is now completed and ready for your approval.

As of April 2020, two Community Choice Aggregators (CCAs) are ready to join the Program: MCE and East Bay Community Energy, covering five of the nine Bay Area counties. We anticipate that a few more LEPs (Local Energy Providers) will join the BayREN program within the year, specifically CleanPowerSF (July 2020), and Peninsula Clean Energy (October 2020). Staff will be updating Exhibits B-2 and B-3 of the Cooperative Agreement as new agencies join the Program.

Local Energy Provider	Type of LEP	Geographic territory	Planning to Join Program
East Bay Community Energy	CCA	Alameda County (excluding City of Alameda, and including Tracy as of 2021)	April 2020
MCE	CCA	Marin, much of Contra Costa, Napa and Solano Counties	April 2020

The Energy Council created a uniform, regional midstream program for HPWHs. We are still finalizing the total amount of incentives that might be processed through this agreement. The current commitment is for \$600,000 from EBCE and MCE, as outlined in the agreement. We

anticipate more participating agencies to provide additional incentives, and are requesting authorization to accept up to \$1,200,000.

RECOMMENDATION

Adopt the attached Resolution authorizing the Executive Director to enter into an Agreement with local energy providers for implementation of the Bay Area Regional HPWH Contractor Incentive Program and other related actions.

Attachment A: Cooperative Agreement for the Bay Area Regional HPWH Contractor Incentive Program

**ENERGY COUNCIL
RESOLUTION #EC 2020 –**

**MOVED:
SECONDED:**

AT THE MEETING HELD April 22, 2020

**RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO AGREEMENTS FOR THE
HEAT PUMP WATER HEATER INCENTIVE PROGRAM AND OTHER RELATED ACTIONS**

WHEREAS, the Energy Council recognizes that it is in the interest of local, regional, state, and federal agencies to stimulate the economy; create and retain jobs; reduce fossil fuel emissions; and reduce total energy usage and improve energy efficiency; and

WHEREAS, the Energy Council was formed to seek funding to develop and implement programs and policies that reduce energy demand, increase energy efficiency, advance the use of clean, efficient and renewable resources, and help create climate resilient communities; and

WHEREAS, the Energy Council adopted fuel switching (electrification) as a priority area for external grant seeking; and

WHEREAS, in consultation with the Energy Council Technical Advisory Group (TAG), staff identified heat pump water heaters as a promising technology; and

WHEREAS, the Bay Area Air Quality Management District (BAAQMD) released a 2018 Climate Protection Grant program to accelerate local climate protection efforts; and

WHEREAS, the Energy Council partnered with the Bay Area Regional Energy Network (BayREN) to submit a regional market development proposal for heat pump water heaters, and

WHEREAS, BAAQMD awarded BayREN a grant of \$400,000 for the proposal entitled Heat Pump Water Heater Regional Market Transformation;

WHEREAS, ABAG provided the Energy Council with a contract of \$390,000 for

- Coordination among local energy providers throughout the region for program design
- Engaging the supply chain for greatest leverage
- Workforce development for contractors, building departments and trade allies, including information on other incentive programs in the area
- Homeowner education and awareness to grow a receptive body of consumers
- Limited installation of heat pump technology in multifamily buildings;

WHEREAS, The Energy Council has engaged with Local Energy Providers to develop a program for providing incentives for contractors installing heat pump water heaters as described in the Cooperative Agreement attached as Attachment A.

NOW THEREFORE, BE IT RESOLVED, that the Energy Council hereby authorizes the Executive Director to:

1. Finalize and execute the attached agreement with Local Energy Providers in order to accept additional funds not to exceed \$1,200,000, and make any necessary changes to the FY 2019-2020 budget to Project 1311: HPWH Grant.
2. Enter into all necessary contracts and agreements with the program provider to streamline incentive processing and payments.
3. Approve any required time extensions, modifications, or amendments thereto.
4. Allocate the necessary resources to implement and carry out the amended scope of work.

ADOPTED this 22nd day of April, 2020, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAINED:

I certify that under the penalty of perjury that the foregoing is a full, true and correct copy of Resolution #EC 2020 –

ARLISS DUNN
Clerk of the Board

**COOPERATIVE AGREEMENT FOR
BAY AREA REGIONAL HEAT PUMP WATER HEATER CONTRACTOR
INCENTIVE PROGRAM**

This agreement (“Agreement”) by, between, and among the agencies whose signatures appear in Exhibit A (“Participating Agencies”) effective as of the date that it is signed by at least two Participating Agencies (“Effective Date”) and effective as to later signatories as of the date of their signature, with a term as set forth in section 9, is made with reference to the following facts:

A. Heat Pump Water Heaters (HPWH) provide high-efficiency water heating powered by electricity, which in the San Francisco Bay Area is now cleaner than natural gas in terms of greenhouse gas emissions. HPWHs also provide thermal storage, allowing electricity to be used only during low-emission and low-cost times of day, reducing demand during peak periods.

B. Installation of HPWHs in residential buildings as soon as practical is important because greenhouse gas emissions cause global warming, and the urgent and immediate reduction of emissions will reduce the long term, cumulative impacts of these pollutants on the environment.

C. Incentives for installation of HPWHs in residential buildings are necessary because the market for HPWHs in the San Francisco Bay Area is still developing and multiple barriers make HPWH installations uncommon. Incentives will bring attention to this high-efficiency product, bring down the upfront costs of the equipment and installation, provide increased demand for contractors knowledgeable about HPWHs, and help home-owners to make the choice to install a HPWH more economical.

D. The Energy Council (also referred to as “StopWaste”) is a Participating Agency and is a joint powers agency comprised of Alameda County and all the cities in Alameda County. Its mission is to develop and implement programs and policies that reduce energy demand, increase energy efficiency, advance the use of clean, efficient and renewable resources, and help create climate resilient communities. The Energy Council administers market transformation programs for sustainable buildings in Alameda County and the Bay Area region, such as BayREN’s multifamily technical assistance and incentive program.

E. The other Participating Agencies include local energy providers (either community choice aggregators (CCA) or publicly owned utilities (POU)) and other public agencies with an interest in promoting early adoption of HPWH in residential buildings to advance their collective mission to provide cleaner, greener energy at competitive rates to customers, and reinvest earnings back into the community for local green energy jobs, local programs and clean power projects.

F. This Agreement sets forth the terms whereby the Participating Agencies agree to cooperate to support the Bay Area Regional HPWH Contractor Incentive Program (“Program”) described in Exhibit B.

G. NOW, THEREFORE, in order to establish their respective rights and obligations concerning the administration and financing of the Program, it is agreed as follows:

1. **SCOPE OF PROGRAM.**

The Program shall be as set forth in Exhibit B which sets forth, in Exhibit B-1, the incentives to be provided, in Exhibit B-2 the work to be performed by consultants, Energy Council, and other Participating Agencies in providing those incentives, in Exhibit B-3, the costs of administering the incentives, and, in Exhibit B-4, the supporting activities the Energy Council is performing to develop the market for HPWHs under a grant from the Bay Area Regional Energy Network (BayREN) and the Bay Area Air Quality Management District (BAAQMD) described in Exhibit B-4 and referred to in this Agreement as the BAAQMD Grant.

2. **PROGRAM ADMINISTRATION.**

(a) Duties of Energy Council

Energy Council is the lead agency for the Program and its Program Manager shall act as Program Administrator and is authorized to provide any approvals required under this Agreement on behalf of Energy Council. As lead agency Energy Council shall perform the duties set forth in Exhibit B-2 and Exhibit B-4.

The powers and duties herein conferred to Energy Council, as the lead agency for the Program, shall not include the power to make any material change in the Program without the prior written consent of the remaining Participating Agencies. In the event a Participating Agency gives the Energy Council written notice of a “litigation hold” or a request for records under the California Public Records Act (Gov. Code § 6250 *et seq.*), then as to all records identified in such notice, the Energy Council shall isolate and preserve all such records pending receipt of further direction from the Participating Agency.

(b) Duties of Participating Agencies

Participating Agencies other than Energy Council shall perform the duties set forth in Exhibit B-2. By approving this Agreement, each Participating Agency authorizes the staff position listed for its agency in Exhibit A to provide any approvals required under this Agreement on behalf of that agency.

(c) Project Coordination

The Participating Agencies will meet quarterly, or as business requires, to guide the Program.

3. PAYMENT OF COSTS.

Each Participating Agency agrees to pay costs allocated to that agency in the amount, time, and manner set forth in Exhibit B-3.

4. INSURANCE REQUIREMENTS.

Energy Council shall include in any contracts awarded for the Program a requirement that the contractor, at all times performing work in connection with the Program, maintain in full force and effect the insurance coverages according to the requirements stated in Exhibit C. In addition, Energy Council shall maintain in full force and effect the insurance coverages according to the requirements stated in Exhibit C

5. PROGRAM RECORDS.

Energy Council shall keep and maintain a complete copy of all records regarding costs and expenditures relating to the Program, together with a complete copy of all reports, contracts and other documents relating to the Program, and the same shall be available for inspection by Participating Agencies at any time during usual business hours. Such records, together with supporting documents, shall be maintained for a minimum period of five (5) years after the termination or expiration of this Agreement. Energy Council shall include the same audit and inspection rights and record retention requirements in any contracts awarded under the Program.

6. PROGRAM REPORTS.

In addition to the reports required in Exhibit B-2, no later than March 1 of each year that this Agreement is in effect and no later than sixty days following the termination of this Agreement, Energy Council shall provide the Participating Agencies with a report on the Program's accomplishments during the prior year (or, in the case of the final report, during the time since the most recent prior report) including, at a minimum, the information specified in Exhibit B-2. The annual report shall not include any identifiable customer information or other confidential information.

In addition to the reports required in Exhibit B-2, no later than March 1 of each year that this Agreement is in effect and no later than sixty days following the termination of this Agreement, the Program Provider for the Program shall provide directly to each Participating Agency a report on the Program's activity within the Participating Agency's jurisdiction during the prior year (or, in the case of the final report, during the time since the most recent prior report) including at a minimum the information specified in Exhibit B-2. All confidential information in this report shall be included in a separate confidential appendix. The Program Provider is defined as the

consultant retained to process incentives and administer the Program through a contract with the Energy Council.

7. NEW PARTICIPATING AGENCIES.

Following the Effective Date, any agency not listed in Exhibit A as of the Effective Date may become a Participating Agency upon (1) presenting an adopted resolution to the Energy Council requesting to become a party to this Agreement, specifying the funds to be made available, and accepting financial responsibility for its share of costs in accordance with Exhibit B-3; (2) receiving approval of the request from the Energy Council; and (3) signing this Agreement. Exhibit A and the Funding Table in Exhibit B-3 shall be updated by the Energy Council to list each new Participating Agency and the funds contributed.

8. DISPUTE RESOLUTION.

The parties shall make a good faith effort to settle any dispute or claim arising under this Agreement. Each party shall bear its own costs and attorneys' fees.

9. TERMINATION OF AGREEMENT.

This Agreement shall remain in effect for three years, or until March 31, 2023 unless earlier termination of the Agreement is agreed upon in writing by all signatories. This Agreement may be extended by the written mutual consent of all parties. Upon such termination, Energy Council shall within thirty (30) days refund to Participating Agencies any balance of their respective contributions remaining after deduction of the proportional Program costs, defined in Exhibit B-3, incurred to the date of termination and payable by each party under the terms of this Agreement. A Participating Agency may terminate its participation in the Program upon thirty (30) days' notice to the Energy Council; upon such termination, Energy Council shall within thirty (30) days refund to the terminating Participating Agency the balance of any contributions remaining after deduction of the proportional Program costs incurred to the date of termination. Upon termination, Energy Council shall, along with the refund of any remaining balance, provide a detailed invoice describing the deducted Program costs to the Participating Agency.

10. LIMITATION OF LIABILITY.

No party to this Agreement shall be responsible or liable to any other party or parties for any act or omission made in good faith in connection with the performance of its duties hereunder nor shall any party be responsible or liable for any act or omission by any consultant or contractor retained for the performance of any services related to the Program or by any incentive recipients. The parties shall contribute towards

any loss, liability, expense, claim, costs (including costs of defense), suits, and damages of every kind, nature and description directly or indirectly arising from the performance of this Agreement by one of the parties to this Agreement in proportion to their contributions to the cost of the Program. This paragraph shall not be construed to exempt any party, including its employees and officers, from liability for its own fraud, willful injury or violation of law whether willful or negligent and other Participating Agencies shall not be liable for such loss, liability, expense, claim, costs (including costs of defense), suits, and damages.

Energy Council shall include in any contracts awarded for administration of the Program and as a condition for receipt of an incentive, a requirement that the contractor and the incentive recipient, to the fullest extent permitted by law, indemnify, defend, and hold harmless, jointly and severally, the Participating Agencies, their employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs (including, without limitation, costs and fees of litigation) of any kind whatsoever without restriction or limitation, incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part, to the performance of this Agreement or participation in the Program.

Energy Council shall include as a condition for receipt of an incentive a requirement that the incentive recipient warrants to its customer that all materials and equipment furnished shall be new, free from faults and defects and of good quality and shall further warrant its work against all deficiencies and defects for a minimum of twelve months.

11. JURISDICTION.

This Agreement shall be administered and interpreted under the laws of the State of California with venue in Alameda County. Jurisdiction of litigation arising from this Agreement shall be in that state.

12. ASSIGNMENT.

No party to this Agreement may assign any right or obligation pursuant to this Agreement without prior consent of all the parties and such consent shall not be unreasonably withheld. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

13. PARTIES IN INTEREST.

This Agreement is entered only for the benefit of the parties executing this Agreement and not for the benefit of any other individual, entity or person.

14. SEVERABILITY

If a portion, term, condition, or provision of this Agreement is determined by a court to be illegal or in conflict with the law of the State of California, or is otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions is not affected.

15. TIME IS OF THE ESSENCE

The parties agree that time is of the essence regarding the performance of this Agreement.

16. NON-DISCRIMINATION

In the performance of this Agreement, the parties shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law.

17. WAIVER

A waiver by a party of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

18. AUTHORITY

The individual(s) executing this Agreement represent and warrant that they have the legal authority to do so on behalf of their respective legal entities.

19. CAPTIONS AND TERMS

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

20. EXHIBITS

The Exhibits referenced in this Agreement are attached hereto and incorporated herein by this reference as though set forth in full in the Agreement. Terms used in the Exhibits shall have the definitions set forth in this Agreement.

Exhibit A – Participating Agencies

Exhibit B - HPWH Incentive Program Description

Exhibit B-1 – Incentive Program Description

Exhibit B-2 – Scope of Work and Program Details

Exhibit B-3 – Funding Program

Exhibit B-4 – Additional Supportive Activities of the Energy Council

Exhibit C – Insurance Requirements

21. SUCCESSORS AND ASSIGNS

The terms and conditions of this Agreement shall be binding on the successors and assigns of the parties to this Agreement.

22. COUNTERPARTS; FACSIMILE/PDF/ELECTRONIC SIGNATURE

This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument. The parties agree that a facsimile, PDF or electronic signature may substitute for and have the same legal effect as the original signature.

23. DRAFTING PARTY

This Agreement shall be construed without regard to the party that drafted it. Any ambiguity shall not be interpreted against either party and shall, instead, be resolved in accordance with other applicable rules concerning the interpretation of contracts.

24. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF ANY JOINT POWERS AUTHORITY

For any party to this Agreement that is organized as a Joint Powers Authority (“JPA”) in accordance with the Joint Powers Act of the State of California (Government Code Section 6500 *et seq.*) and is a public entity separate from its constituent members, the JPA shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. The other parties shall have no rights and shall not make any claims, take any actions or assert any remedies against any of a JPA’s constituent members in connection with this Agreement.

25. ENTIRE AGREEMENT.

This Agreement contains all of the covenants and agreements between the parties and supersedes any and all agreements, either oral or written, between the parties with respect to the Program. This Agreement includes each of the exhibits referenced herein and listed on the Exhibit List included herein. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. No Alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date as evidenced by the signature accompanying each Participating Agency's name on Exhibit A. This Agreement may be signed in counterparts each of which is an original and all of which constitute one and the same instrument.

Exhibit A – Participating Agencies

<i>Agency and Authorized Signatory</i>	<i>Agency Approval</i>
The Energy Council Wendy Sommer, Executive Director	<hr/> (Signature) <hr/> (Print Name & Title) <hr/> (Date) Approved as to Form: <hr/> <hr/> (Print Name & Title)
East Bay Community Energy	<hr/> (Signature) <hr/> (Print Name & Title) <hr/> (Date) Approved as to Form: <hr/> <hr/> (Print Name & Title)
MCE	<hr/> (Signature) <hr/> (Print Name & Title) <hr/> (Date) Approved as to Form: <hr/> <hr/> (Print Name & Title)

The following Table consists of Primary Contacts for Participating Agencies. Primary contact can be changed with written notification to the Energy Council:

<i>Agency</i>	<i>Agency Primary Contact Information</i>
The Energy Council	<p>Jennifer West jwest@stopwaste.org 510-891-6500</p> <p>The Energy Council 1537 Webster Avenue Oakland, CA 94612</p>
East Bay Community Energy	<p>Beckie Menten bmenten@ebce.org 510-988-1736</p> <p>EBCE 1999 Harrison St Suite 800 Oakland, CA, 94612</p>
MCE	<p>Lois Smith lsmith@mcecleanenergy.org 925-378-6779</p> <p>MCE 2300 Clayton Road STE 1150 Concord, CA 94520</p>

Exhibit B

Bay Area Regional Heat Pump Water Heater Contractor Incentive Program

Exhibit B consists of the following four exhibits:

- Exhibit B-1 – Incentive Program Description
- Exhibit B-2 – Scope of Work and Program Details
- Exhibit B-3 – Program Funding
- Exhibit B-4 – Additional Supportive Activities of the Energy Council

Exhibit B-1

Heat Pump Water Heater Contractor Incentive Program Description

The HPWH Contractor Incentive Program is a market development initiative delivered by the Energy Council, under BayREN's oversight, with startup funding from the Bay Area Air Quality Management District. The Energy Council (also known as StopWaste) is the BayREN representative for Alameda County, and is the lead on this HPWH Incentive Program. That is why the Energy Council is entering into this Agreement with Participating Agencies and overseeing the Program administration, including the collection and payment of incentive funds and the contract with the Program Provider.

HPWHs are a high-efficiency electric appliance available for water heating in the Bay Area, and are a critical strategy for reducing greenhouse gas emissions from gas-fueled appliances. This Program will develop and stimulate the HPWH market so that more HPWHs are installed, and will train, inform and incentivize the contractor workforce to consistently recommend this technology for residences where appropriate. The Program aims to overcome barriers to increased market share for HPWHs by offering a simple, consistent and regional midstream incentive.

The BAAQMD grant is funding the following activities:

- Coordination among local energy providers throughout the region for program design
- Engaging the supply chain for greatest leverage
- Workforce development for contractors, building departments and trade allies, including information on other incentive programs in the area
- Homeowner education and awareness to grow a receptive body of consumers
- Limited installation of heat pump technology in multifamily buildings

The Participating Agencies are participating in the Program, in part, based on the understanding that the Energy Council will implement the activities funded by the BAAQMD grant and passed through BayREN. These activities are further described in Exhibit B-4.

Since April 2019, the Program team has convened and met with all local energy provider agencies in the Bay Area and invited them to participate. From this engagement, the Participating Agencies have reached an agreement on using this midstream incentive structure as a uniform and simple way to activate the regional market for HPWHs. A regional approach is critical to move a market for HPWHs, because contractors, distributors and manufacturers do not work just within city or county boundaries.

This Agreement establishes the infrastructure to allow the pooling of funds from multiple local energy providers to have one processing system for this incentive. Contractors will be able to apply for incentives online once they complete enrollment in the Program. A contractor can receive an incentive for each installed and functional HPWH. This Program is available for customers of Participating Agencies. A customer verification will be required to release incentive funds to contractors. The focus of the Program will be single family homes but multi-family dwellings may also be eligible.

As described more fully in Exhibit B-2 and B-3, Participating Agencies will provide incentive funds to the Energy Council, who will contract with a Program Provider to distribute those incentives to eligible contractors enrolled in the Program. Contractor eligibility is defined by successful enrollment in the Program, including having an appropriate and valid contractor's license. These funds will be used to buy down the cost of purchasing and installing HPWHs (including education of contractor personnel on the advantages of HPWH and the relevant Building Code requirements applicable to HPWH), and will be provided upon completion of an application verifying the installation of a product from the specifications list with required documentation. The Program design and Program infrastructure set up has been funded through a grant from BAAQMD through the BayREN (ABAG/MTC) to the Energy Council. An administration fee will be added to each incentive for processing incentive funds. The administration fee will cover the Program Provider's cost of processing applications and incentives, including confirming that each application meets the requirements and eligibility, interfacing with contractors to resolve any issues, and fulfilling incentive payments to contractors on a weekly basis for eligible applications. Any supplemental administration fees will also cover activities by the Energy Council or the Program Provider to further support contractor installation and marketing activities for increased HPWH installations. The incentives and administrative fees will be paid from deposits provided by Participating Agencies. The initial funding table in Exhibit B-3 lists Participating Agencies and their contributions and will be updated by the Program Administrator as Participating Agencies and deposit levels change.

Other funds are being used to support complementary efforts and include the BAAQMD grant to BayREN and the Energy Council (Exhibit B-4), funds from BayREN's Codes & Standards program for building department staff trainings, and CEC grant funds awarded to Energy Solutions. These multiple efforts are helping to further prepare the market so that the incentive funds provided by Participating Agencies will have the biggest possible impact.

Exhibit B-2

Heat Pump Water Heater Contractor Scope of Work and Program Details

Each heat pump water heater (HPWH) installed through the Program will be eligible for an incentive provided to the contractor for costs associated with HPWH equipment purchase and installation, and will also require the payment of an administrative fee as described in Exhibit B-3. The administrative fee will cover the processing of the incentive and the administration of the Program by the Program Provider as described in Exhibit B-1.

Participating Agency will be responsible for:

- Reviewing and responding to all materials submitted by Energy Council for review and approval in connection with the Program. No approval in connection with the Program shall be unreasonably withheld.
- Reviewing and paying promptly to the Energy Council invoices for the funding specified in Exhibit B-3.
- Providing a staff member as the Primary Contact for the program, and designating that person to participate in guiding the Program, including providing input on administrative fee revenue spending once minimum Program expenses are met.
- Marketing the Program to eligible customers.
- Advising the Program Administrator of any anticipated changes in Program funding.

The Energy Council will be responsible for:

- Initiating and maintaining this Agreement with all Participating Agencies.
- Convening meetings of Primary Contacts from each Participating Agency to discuss the Program, provide updates, and solicit feedback. The Energy Council will report to the Primary Contacts any changes to the Program.
- Informing Participating Agencies of new policies and programs in the region or state impacting HPWH sales.
- Contracting with and overseeing a Program Provider that will provide administrative services, including handling incentive applications and processing payments. The Scope of Work for the Program Provider will include Program startup (application system configuration and initial round of contractor engagement and enrollment), ongoing Program management (general program administrative activities such as reporting, invoicing, and program meetings), contractor management (ongoing contractor recruitment, enrollment, quality

control, and training) and application processing with incentives paid out weekly. Program Provider will be subject to the insurance and indemnity requirements for contractors specified in the Agreement.

- Holding all funds contributed by Participating Agencies in an account insured by the Federal Deposit Insurance Corporation.
- Ensuring that Program expectations are met and following up with contractors to correct any issues.
- Complying with the scope of work in the BAAQMD Grant, including any amendments or revisions thereto.
- Requiring the Program Provider to report to each Participating Agency on the number of HPWHs installed for that agency monthly. All such reports will be transmitted via express or hand delivery to maintain privacy and security. Each report shall include, at minimum:
 - Full list of water heaters installed including the following data points for each water heater:
 - Account number
 - Customer Name
 - Customer Address
 - Customer Email
 - Water Heater Manufacturer and Specs
 - Total Project Cost
 - Single Family or Multifamily
 - If SF home: CARE rate Y/N,
 - If MF property: Affordable property: Y/N
 - Contractor name and contact information
 - Installation Date
 - Date of Incentive Payment
 - Energy Savings in kWh and therms (estimated through modeling)
 - GHG Savings (estimated through modeling)

This information shall be aggregated into an annual report from the Program Provider to each Participating Agency as described in Section 6 of the Agreement.

- Providing the Participating Agencies with an Annual Report providing, at minimum, the following information on an aggregate basis and excluding any confidential information:
 - Number of water heaters installed in each Participating Agency's jurisdiction;

- Number of each type of water heater including manufacturer and specifications;
- Maximum, minimum, median, and mean project cost;
- Number of HPWH installed with other incentives
- Estimated Energy Savings – kWh (estimated through modeling)
- Estimated GHG Savings (estimated through modeling)

Program Details are not incorporated into the Agreement, but will be provided to all Participating Agencies.

Exhibit B-3

Heat Pump Water Heater Contractor Incentive Program Funding

Each of the participating local energy providers (LEP) (Participating Agencies) will pay an initial amount covering the incentives and administrative fees for the anticipated number of HPWHs to be installed in eligible customers' homes in the Participating Agency's service area.

- Incentive to Contractor per HPWH installed: \$1,000. This incentive is expected to contribute toward the cost of equipment, the cost of installation of the HPWH, any related work to support installation of the HPWH, and costs associated with education of Contractor and Contractor's employees on HPWH technology and relevant building code requirements. In no instance shall the incentive amount exceed the cost of product purchase and installation less the amount of any other rebate or incentive.
- Administrative fee per HPWH installed: \$200 for the Program Provider and Energy Council administration costs described in Exhibit B-2 and not covered by BAAQMD Grant funds. In the event that administrative fee payments result in more revenue than necessary for administration, the excess revenues shall be used for additional Program activities or the administrative fee may be lowered with input from Participating Agencies.
- Cost of setting up the Program and basic contractor outreach shall be covered by the BAAQMD Grant funds through the Energy Council.
- Once 1,000 HPWH units have been installed through this Program, the Energy Council and Participating Agencies will revisit Program expenses and administrative fees. The table below lists the initial amount of funding placed on deposit by each Participating Agency. This table will be updated by the Energy Council as new Participating Agencies join the Program. A Participating Agency may increase the amount of funds on deposit by notifying the Energy Council of its intent to do so and providing the additional funds. The Energy Council will update the table with the new information and share with Primary Contacts quarterly. Funds remaining at termination of this Agreement or a Participating Agency's participation in this Agreement shall be returned in accordance with section 9 of the Agreement.

If the number of installed HPWHs covered by incentive funds for a certain time period in a Participating Agency's territory are reached, then no incentives will be available in that territory unless and until additional funds are provided to cover the additional installations. Participating Agencies can extend funds beyond the specified time period by submitting a letter from the Primary Contact to the Program Administrator.

Initial Funding Table (2020):

Local Energy Provider	Maximum Admin Cost Paid Energy Council	Number of Incentives Provided	Time period beginning and end date
East Bay Community Energy	\$50,000	250 at \$1,000 per incentive	April 1, 2020-June 30, 2021
MCE*	\$50,000	250 at \$1,000 per incentive	April 1, 2020-March 31, 2021

*MCE will provide Energy Council with the incentive funds to provide to approved contractors. MCE will only provide funds for 50 incentives, inclusive of admin fees for those incentives, at any given time. The first set of 50 incentives will be provided to Energy Council at program launch and will be replenished back to 50 incentives when Energy Council only has enough funds for 5 incentives. This process shall repeat until the incentive funds have been depleted during the applicable time period. Energy Council shall return to MCE any Program funds that Energy Council has received from MCE but has not used for incentives under the Program within thirty calendar days of the earlier of (i) the termination of this Agreement or (ii) Program completion.

Exhibit B-4

Heat Pump Water Heater Contractor Incentive Program: Additional Supportive Activities by the Energy Council

The Energy Council received a BAAQMD grant (BAAQMD Grant Number 2018.303) via BayREN/ABAG/MTC, signed in March 2019, and to be completed by November 30, 2020, and with an extension currently requested through September 30, 2021. Under this grant, the Energy Council will complete the following activities, which support the market adoption of HPWHs in the region.

Under the BAAQMD Grant Scope of Work the Energy Council is to cause a consultant to:

- Set up the application processing system and report templates
- Ongoing outreach to contractors to increase number of participating contractors
- Recruitment of contractors through the supply chain (via Manufacturers and Distributors)
- Development of contractor participation agreements
- Validation of contractor credentials
- Review of contractor certifications
- Contractor training coordination through the supply chain
- Contractor training on program participation and marketing of the equipment to home-owners
- Creation of marketing materials, working with the Participating Agencies' marketing depts.
- Quarterly meetings with participating agencies

The BAAQMD grant is also funding the following activities to be completed by the Energy Council staff:

- Developing the Program Design for this Program, including coordination and discussions to produce a strong program. Ongoing leadership for this program. (2019/2020)
- Coordination with BayREN's single family program, Home+. (ongoing)
- Engagement with supply chain actors including Manufacturers and regional Distributors. (ongoing)
- Engagement with stakeholders, such as the Building Decarbonization Coalition, advocates, non-profit organizations, CCAs, Municipal power agencies, IOUs, regulators, and local governments. (ongoing)
- HPWH education targeting homeowners, through a BayREN website, a downloadable flyer, and a costing tool for individuals to evaluate their long-term savings. (Sept 2020)

- Additional program collateral on HPWHs for contractors to recommend HPWHs to customers. (July 2020)
- Coordination with other BAAQMD grantees (SVCE, Marin County, San Jose Clean Energy). (ongoing)
- HPWH Training for Building Department staff at Regional jurisdictions to help with permitting requirements. (ongoing)
- Installations in income-qualified multifamily units of HP technology from gas (water heating, space heating), aligned with the BayREN BAMBE program. We have completed installations for three units, and will complete installations serving more than 250 units. (Dec 2020)
- Cross-promotional materials (brochures and information sheets) for solar customers and solar installers, Electric Vehicle infrastructure sales, and financing programs (such as REEL). (Sept 2020)

Exhibit C

Insurance and Indemnity Requirements

Insurance

1. During the life of this Agreement, Energy Council shall maintain the following minimum insurance and require that contractors to the Energy Council performing work funded by this Agreement, and all incentive recipients maintain the following minimum insurance (as used in this Exhibit, “Insured Parties” means the Participating Agencies, their officers, officials, employees, agents and volunteers, with respect to the Energy Council’s obligation to maintain insurance pursuant to this Agreement and means the Energy Council and Participating Agencies, their officers, officials, employees, agents and volunteers, with respect to contractors to the Energy Council’s and the incentive recipients’ obligation to maintain insurance pursuant to this Agreement ; “Insuring Party” means the Energy Council with respect to its obligation to maintain insurance pursuant to this Agreement and contractors to the Energy Council and incentive recipients with respect their obligation to maintain insurance pursuant to this Agreement).

- A. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability, and broad-form property damage liability coverage. The combined single limit for bodily injury and property damage shall be at least \$2,000,000.
- B. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall at least \$1,000,000.
- C. Statutory workers' compensation and employer's liability insurance as required by state law with a limit of at least \$1,000,000 per accident for bodily injury or disease. Neither Insuring Party nor its carrier shall be entitled to recover any costs, settlements, or expenses of workers' compensation claims arising out of this Agreement. The Employer's Liability policy shall be endorsed to waive any right of subrogation against the Insured Parties.
- D. Professional Errors and Omissions Liability Insurance. The limit of liability shall be at least \$1,000,000. If the policy is written on a “claims made” basis, Insuring Party must maintain required coverage for a period of three years after the expiration of this Agreement. Insuring Party may satisfy this requirement by renewal of existing coverage or purchase of either prior acts or tail coverage applicable to said three-year period.

Insuring Party shall submit to Insured Parties certificates of insurance and endorsements for the policies listed above. All endorsements shall be signed by a person authorized by that insurer to bind coverage on its behalf. Insured Parties have the right to require Insuring Party’s insurer to provide complete, certified copies of all required insurance policies. Insuring Party shall not cancel, assign, or change any policy of insurance required by this Agreement or engage in any act or omission that will cause its insurer to cancel any insurance policy required by this Agreement except after providing 30 days prior written notice to Insured Parties. If an insurance policy required by this Agreement is unilaterally cancelled or changed by the insurer, the Insuring Party shall immediately provide written notice to the Insured Parties and obtain substitute insurance meeting the requirements of this Agreement. Nothing in this subsection relieves Insuring Party of

its obligation to maintain all insurance required by this Agreement at all times during the term of the Agreement.

2. As to all of the policies of insurance listed above, the following shall apply:
 - A. *Deductibles.* Any deductibles must be declared to and approved by the Insured Parties. At the option of the Insured Parties, either (1) the insurer shall reduce or eliminate such deductibles as respects the Insured Parties; or (2) the Insuring Party shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
 - B. *Additional Insureds.* The Insured Parties are to be covered as insureds with the same coverage and limits available to the Insuring Party regarding: liability arising out of activities performed by or on behalf of the Insuring Party; premises owned, occupied or used by the Insuring Party, or automobiles owned, leased, hired or borrowed by the Insuring Party. The coverage shall contain no special limitations on the scope of the protection afforded to the Insured Parties. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Insured Parties. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Insured Parties; the additional insured coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insuring Party; whichever is greater. For any claims related to this Agreement or Program, the Insuring Party's insurance coverage shall be primary insurance as respects the Insured Parties. Any insurance maintained by the Insured Parties shall be excess of the Insuring Party's insurance and shall not contribute with it. Coverage can be provided in the form of an endorsement to the Insuring Party's insurance (at least as broad as ISO Form CG 20 38 04), or as a separate owner's policy, or on the Insured Parties' own form. Additional insured coverage does not apply to errors and omissions insurance. The Insured Parties are to be covered as insureds with the same coverage and limits available to any Insuring Party on the terms set forth above.
 - C. *Other Insurance Provisions.* The policies are to contain, or be endorsed to contain, the following provisions:
 - Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.
 - The Insuring Party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - D. *Insurer Rating.* Insurance is to be placed with insurers with a Bests' rating of no less than A:VII.
 - E. *Umbrella/Excess Insurance.* The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non contributory basis for the benefit of Insured Parties (if agreed to in a written contract or agreement) before the Insured Parties' own insurance or shall be called upon to protect it as a named insured.
 - F. *Subcontractors.* Insuring Party agrees to include in all subcontracts the same requirements and provisions of this Agreement including the indemnity and insurance

requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Insuring Party shall agree to be bound to Insuring Party and Insured Parties in the same manner and to the same extent as Insuring Party is bound to Insured Parties under this Agreement and Insuring Party shall furnish a copy of this Agreement's insurance and indemnity provisions to all subcontractors. All subcontractors shall provide Insuring Party with valid certificates of insurance and the required endorsements included in the Agreement prior to commencement of any work and Insuring Party will provide proof of compliance to the Insured Parties.

3. Insuring Party hereby grants to Insured Parties a waiver of any right to subrogation which any insurer of Insuring Party may acquire against Insured Parties by virtue of the payment of any loss under such insurance. Insuring Party agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether Insured Parties have received a waiver of subrogation endorsement from the insurer.

4. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Insuring Party shall immediately notify Insured Parties by telephone. Insuring Party shall promptly submit to Insured Parties a written report, in such form as may be required by Insured Parties of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) names and address of Insuring Party's subcontractor, if any; (3) name and address of Insuring Party's liability insurance carrier; and (4) a detailed description of accident and whether any of Insured Parties' equipment, tools, materials or staff were involved. Failure to comply with this section shall constitute a material breach of this Agreement.

Notwithstanding the above, public agencies may fulfill the insurance requirements through a joint powers authority, or similar entity, formed for the purpose of providing self-insurance to public entities.

Indemnity

All contracts awarded for administration of the Program and agreements for incentive payments shall include the following indemnity requirement:

To the fullest extent permitted by law, Contractor [or incentive recipient, as applicable] shall indemnify, defend (with counsel agreed to by Energy Council), and hold harmless, jointly and severally the Energy Council, the Participating Agencies [to be defined in the contract and incentive agreement consistent with this Agreement], and their officers, officials, agents, employees, and volunteers (collectively and/or individually "Indemnified Parties") from and against any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs (including, without limitation, costs and fees of litigation) of any kind whatsoever without restriction or limitation, incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part, to the performance of this Agreement or participation in the Program by Contractor [or incentive recipient, as applicable] or any of its officers, employees, servants, agents, or subcontractors, or the failure of the same to comply with any of the obligations contained in this Agreement or required by the Program, except such

loss or damage which was caused by the sole negligence or sole willful misconduct of the Energy Council or the Participating Agencies. The duty to defend applies immediately, whether or not liability is established. An allegation or determination that persons other than Contractor [or incentive recipient, as applicable] are responsible for the claim does not relieve Contractor [or incentive recipient, as applicable] from its separate and distinct obligation to defend as stated herein.

-End of Exhibit C-

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Date: April 22, 2020

To: Alameda County Waste Management Authority Board (WMA)
Alameda County Source Reduction and Recycling Board (RB)
The Energy Council (EC)

From: Wendy Sommer, Executive Director
Pat Cabrera, Administrative Services Director

Subject: Draft FY 2020-21 Budget

SUMMARY

This memo transmits the draft FY 2020-21 Agency Budget, which includes appropriations by the WMA, RB, and EC totaling close to \$34 million. The Agency's core budget is approximately \$10.9 million, \$400,000 lower than estimated core revenues for FY 20-21.

We are facing an unprecedented economic uncertainty due to COVID-19. We are unable to predict the impacts on landfill tonnages at the moment, but so far we have seen an increase of materials going to landfill that were previously recycled. Fortunately, we have been preparing for the last five years to address potential changes in revenue as a result of reduction in landfill tonnages.

Our estimated total year-end core fund balances and reserves amount to \$26.2 million, an increase of \$3.2 million compared to the estimated current fiscal year totals. The Agency is in a strong financial position and well-staffed to implement programs to continue our mission and weather the inevitable downturn in the economy.

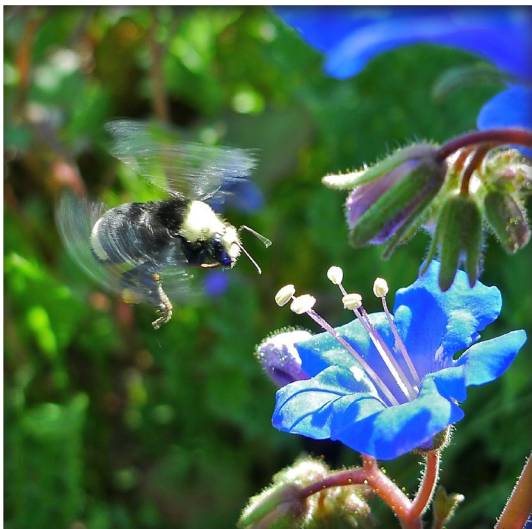
A budget presentation will be made by staff at the joint meeting on April 22. We will hold another joint WMA, RB and EC meeting on May 27, for a public hearing and consideration of action of the budget.

RECOMMENDATION

This is item is for information only.

Attachment: Draft Annual Budget – Fiscal Year 2020-21

STOPWASTE



DRAFT ANNUAL BUDGET

Fiscal Year 2020-21

ABOUT THE AGENCY



Since 1976, StopWaste has been helping Alameda County's businesses, residents and schools waste less, recycle right, and use water, energy and other resources efficiently. We're a public agency governed by the Alameda County Waste Management Authority, the Alameda County Source Reduction and Recycling Board, and the Energy Council.

Our work, described throughout this budget, includes public education and outreach, technical assistance and enforcement for the mandatory recycling and reusable bag laws, grants/funding assistance, and strengthening community resilience to climate change. We help people, businesses and schools make better decisions every day about the products they buy, the resources they use, and the stuff they no longer need.

BOARD MEMBER ROSTER

WASTE MANAGEMENT AUTHORITY

County of Alameda	Keith Carson
City of Alameda	Jim Oddie
City of Albany	Nick Pilch
City of Berkeley	Susan Wengraf
Castro Valley Sanitary District	Dave Sadoff
City of Dublin	Melissa Hernandez
City of Emeryville	Dianne Martinez
City of Fremont	Jenny Kassan
City of Hayward	Francisco Zermeño
City of Livermore	Bob Carling
City of Newark	Michael Hannon
City of Oakland	Dan Kalb
Oro Loma Sanitary District.	Shelia Young, Second Vice President
City of Piedmont	Tim Rood, President
City of Pleasanton	Jerry Pentin
City of San Leandro.	Deborah Cox, First Vice President
City of Union City	Emily Duncan

SOURCE REDUCTION AND RECYCLING BOARD

Environmental Organization	Darby Hoover
Environmental Educator	Vacant
Recycling Materials Processing Industry.	Bernie Camara
Recycling Programs	Jillian Buckholz, First Vice President
Solid Waste Industry Representative	Tianna Nourot
Source Reduction Specialist	Laura McKaughan
ACWMA	Bob Carling
ACWMA	Deborah Cox, President
ACWMA	Jim Oddie, Second Vice President
ACWMA	Dave Sadoff
ACWMA	Francisco Zermeño

ENERGY COUNCIL

County of Alameda	Keith Carson
City of Alameda	Jim Oddie
City of Albany	Nick Pilch
City of Berkeley	Susan Wengraf
City of Dublin	Melissa Hernandez, First Vice President
City of Emeryville	Dianne Martinez
City of Fremont	Jenny Kassan
City of Hayward	Francisco Zermeño
City of Livermore	Bob Carling
City of Newark	Michael Hannon
City of Oakland	Dan Kalb, Second Vice President
City of Piedmont	Tim Rood
City of Pleasanton	Jerry Pentin
City of San Leandro.	Deborah Cox, President
City of Union City	Emily Duncan

TRANSMITTAL LETTER

Board Members & Constituents:

Enclosed is our proposed budget for Fiscal Year 2020-21.

As we plan our programs and spending for the upcoming fiscal year, the world is undergoing major societal changes in response to the COVID-19 pandemic. We wish the best for the wellbeing of our communities and neighbors, and are preparing for a period of economic uncertainty.

Typically an economic downturn results in reduced landfill tonnages (our funds come primarily from landfill tonnage fees). But we have seen some significant changes in recycling practices with materials going to landfill that were previously recycled. Even though this situation may be temporary, we're quickly learning that we need to be prepared for anything.

I am happy to share that despite numerous challenges to the waste reduction industry in the past few years, we have been able to maintain a strong financial position. Our reserves are healthy, and in March 2020 our Board authorized us to increase our unfunded pension liability to 95%, an optimal benchmark for public agencies.

Our preparation has been years in the making. It's part of a strategy to plan for changes in revenue coming from less landfilling over the long-term, and the inevitable economic downturn in the short term. We've made good on our multi-year goal to keep expenses within revenues—another prudent strategy to prepare ourselves for the possibility of recession. Our proposed expenditures for this year are actually lower than expected revenues.

One unforeseen result of the COVID-19 pandemic has been a significant uptick in home gardening interest. Our resources have been in place for years to help people make their yards a sustainable haven. These practices not only help people grow their own delicious food, but make it easy to become 'carbon farmers,' sequestering carbon in the soil through the application of compost, and nicely complementing our carbon farming efforts at our property in the Altamont Hills.

We've seen a number of our grantee partners stepping up to help our communities get through the pandemic with medical supplies and food recovery and donation. We're proud to support these organizations who provide critical services and reduce waste in the process, and are committed to increase our support in this time of need.

We are pleased that we have completed the update of our Countywide Integrated Waste Management Plan (Countywide Element), which guides the Agency's programmatic design to address countywide solid waste and recycling challenges. This integrated budget serves as the instrument to implement the goals, objectives and policies in the Countywide Element.

While the COVID-19 shelter in place orders are forcing us to alter or temporarily suspend some programs, we continue to strengthen our waste prevention efforts and promote practices that increase climate resiliency. We will continue to innovate as we have in the past, and adapt to the changing circumstances we are all experiencing.

A handwritten signature in black ink, reading "Wendy Sommer". The signature is fluid and cursive, with the first name "Wendy" and last name "Sommer" clearly distinguishable.

Wendy Sommer, Executive Director

ACKNOWLEDGEMENTS - FY 20-21 INTEGRATED BUDGET

SUBMITTED BY:

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Meghan Starkey, Senior Management Analyst

This proposed budget reflects the hard work of every team member, and they all deserve recognition and gratitude for their efforts.

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APPENDIX A - COIWMP GOALS BY PROJECT A-1

I. PROGRAM OVERVIEW

I. PROGRAM OVERVIEW

StopWaste relies on Guiding Principles to inform its strategy and budget development. The goal is to employ an adaptive approach to strategic planning, focusing our efforts where we can achieve the greatest results in support of our mission, stakeholders, and member agencies.

The Guiding Principles, listed below, were adopted by the Waste Management Authority Board in December 2018, and will be used to set priorities through 2021.

- Emphasize waste prevention over management of discards.
- Organics, as the largest remaining portion of the waste stream going to landfill, will continue to be an emphasis for the next two years.
- Only consider mandatory measures that go through a comprehensive resource analysis, or are mandated by the State.
- Prioritize waste reduction and prevention projects that have beneficial climate impacts.
- Explore innovative and experimental approaches that may be leveraged by member agencies.
- Emphasize project implementation and collect data only as needed to make informed decisions.
- Coordinate and collaborate with local public agencies to avoid duplication of effort, and prioritize efforts that leverage and enhance what member agencies can do independently.
- Ensure the flexibility to add new projects and cut back on existing projects when appropriate.

In October 2018, the Energy Council Board adopted a set of Energy Council priority areas through 2021, which include:

- Building Efficiency
- Electrification
- Grid Solutions
- Member Agency Services
- Zero Net Carbon

Our recently updated County Integrated Waste Management Plan Countywide Element states that our overarching goal is to move in the direction of landfill obsolescence, by replacing waste through redesign of products and effective recovery systems. Long term benchmarks to assess our progress towards this goal will be 75 percent reduction of total materials deposited in landfills compared to 1990 and 75 percent reduction of organics in landfills compared to 2014.

In addition to the guiding principles, we have added interim goals that provide more specificity and help measure our progress. The goals include discrete milestones for the organics, packaging, and built-environment focus areas that address all points of the waste hierarchy. We have met some of these goals, and continue to work on others.

We are also tracking upstream indicators such as policy development and consumer awareness related to our current priorities. The upstream indicators are not intended to measure our progress in Alameda County. They provide insight on broader shifts in consumption patterns that can inform, validate, or redirect our efforts to prevent waste at the source and optimize local materials use. The indicators generally reflect macro-level changes impacting entire sectors. Quantitative results for downstream goals are drawn from the 2018 Waste Characterization Study. These goals will be revisited and updated during the 2020 priority setting process.

FIGURE 1: PROGRAMS BY HIERARCHY

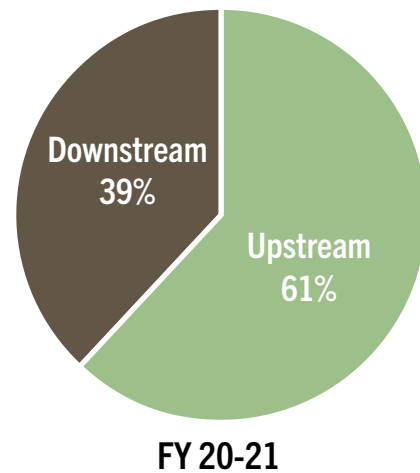


FIGURE 2: AGENCY INTERIM GOALS THROUGH 2021

UPSTREAM

DOWNSTREAM

	Organics	Packaging	Built Environment	
REDESIGN Increase in materials optimization	Increasing state and local policies addressing reduction of wasted food	Increasing adoption of the How2Recycle label by major brands and greater recognition by consumers	Increase in presence of environmentally certified building materials	INDICATORS
RETHINK Increase in awareness	10% increase of families likely to reduce food waste at home ✓	TBD	TBD	SPECIFIC GOALS
REDUCE / REUSE Less waste generated	10% of food service and grocers participate in food donation	50% reduction in all single-use bags distributed by newly affected stores ✓	<45% waste generated by construction and demolition projects in landfill ✓	
RECYCLE / ROT Increase in proper sorting	<20% organics in landfill ⌚ At 25% currently	< 5% recyclables in landfill ⌚ At 11% currently		

✓ Achieved

⌚ In progress

KEY PROGRAM ACTIVITIES

ORGANICS

This work area is a priority given the high concentration of organics in the waste stream.

FOOD WASTE REDUCTION

- Support food waste prevention and recovery (donation) in commercial and institutional food service operations through food waste tracking technology, prevention tools and training, and recovery of surplus food for donation.
- Work with school districts to implement districtwide food share and food donation programs to recover and redistribute K-12 edible surplus food.
- Expand on the success of the Agency's countywide Stop Food Waste outreach campaign to increase awareness and engagement with food waste reduction strategies and tools, by promoting new city-level initiative piloting consumer-facing campaign opportunities at colleges, food businesses and/or grocers.
- Convene Food Recovery Stakeholder group meetings and provide grant funding to increase the recovery of edible food to feed people to support food donation goal and SB 1383 (Short Lived Climate Pollutants Act) Food Recovery mandates.
- Join the West Coast Regional Food Waste Reduction Project and Steering Committee of the Pacific Coast Collaborative to implement the West Coast Regional Food Waste Reduction Project to reduce food waste in all food business sectors, beginning with the retail and manufacturing sectors, via voluntary agreements and technical assistance.

COMPOST & MULCH

- Provide education and outreach, resources, incentives, and technical assistance for compost and mulch use to landscape professionals, member agency staff, public agencies, and large landholders such as water agencies.
- Support and expand the partnership with compost and mulch producers and associated vendors to leverage available market opportunities and address industry challenges with a focus on reducing contamination.
- Continue the review and support of codes and standards that promote or fund the production of quality compost and mulch.

CARBON FARMING

- Continue implementation and monitoring of carbon farming plan on Altamont property to demonstrate the benefits of compost application on rangeland, including carbon sequestration and increased water holding capacity.
- Work with urban farms, member agencies, and home gardeners to measure carbon sequestration from compost use and other regenerative practices on urban farms, public landscapes, and home gardens.
- Manage external funding to expand implementation of carbon farming on Agency Altamont property.
- Conduct outreach to landowners on the benefits of carbon farming and the Agency experience developing and implementing a carbon farm plan to expand carbon farming in Alameda County.

MANDATORY RECYCLING ORDINANCE & SB 1383 (SHORT LIVED CLIMATE POLLUTANTS ACT)

- Continue to implement the Mandatory Recycling Ordinance to increase participation in diversion programs, reduce contamination and support member agency compliance with state regulations.
- Conduct SB 1383-required Edible Food Recovery Capacity Study.
- Develop strategies and tools to help member agencies meet SB 1383 procurement targets.

PACKAGING

This work area is primarily focused upstream, developing policies and programs that support reuse, prevention, and improved recyclability of packaging materials manufactured, sold, and discarded in Alameda County.

- Implement the Reusable Bag Ordinance, providing outreach and education to 14,000 affected retail businesses and restaurants.
- Provide technical assistance to businesses to help them divert recyclable packaging and comply with the Mandatory Recycling Ordinance.
- Promote and incentivize reusable packaging as a preferable alternative to single-use disposables, for both food service ware and commercial transport packaging.
- Support projects that leverage reusable packaging to prevent food waste.
- Monitor packaging industry and disposal trends, provide messaging guidance to member agencies and internal outreach teams.
- Develop and launch pilot projects to test reusable food ware services and solutions, and help develop infrastructure for reusable food ware in Alameda County.

- Provide grant funding and support to innovative projects that prevent waste through reuse, repair, deconstruction, redistribution, product or process redesign, recovery, and other ways that keep goods and other materials out of disposal or recycling.

BUILT ENVIRONMENT

This work area addresses the impacts of materials management in the built environment by influencing design, construction, and maintenance practices. This includes green building, sustainable landscaping, recycled product purchasing, and Energy Council activities. The majority of activities in the Built Environment priority area are funded by external grants and contracts. Core-funded Agency activities focus on upstream design, purchasing decisions, and building material reuse.

- Provide technical and policy assistance to member agencies on optimizing materials use in the built environment.
- Develop partnerships with building industry organizations to accelerate the adoption of zero net carbon practices, connecting energy and material use in buildings.
- Participate in regional stakeholder groups, such as the EPA led Bay Area Deconstruction Working Group, to develop regional deconstruction and material reuse policy and infrastructure.
- Support Alameda County General Services Administration and member agency green purchasing and climate-friendly procurement efforts.
- Maintain partnership with ReScape CA to promote ReScape Rated Landscapes.
- Continue existing energy efficiency and electrification programs and pursue new opportunities that support building decarbonization.
- Update the Energy Council priority areas for programs in consultation with the Technical Advisory Group and East Bay Community Energy.

OUTREACH & COMMUNICATIONS

This work area provides general oversight, coordination and technical assistance to the Agency in public relations, advertising, customer research and communications. It includes broad audience resources such as websites, social media, customer service and the *RE:Source* online search tool. Communications supports the wide variety of outreach-based project work we do, as well as providing direct services through school and community outreach.

- Provide services in the classroom and transfer station tours for students to garner hands-on understanding of waste reduction practices, the challenges of waste reduction in the county, and how to take action at home, at school and in their community.

- Support the Agency priority of upstream, waste prevention by engaging and activating residents and community partners through events, presentations, social media, outreach grants, and train the trainer tools.
- Produce quarterly electronic newsletters and topic briefs to keep stakeholders up to date on key Agency activities.
- Recognize outstanding businesses for significant achievement in waste reduction.
- Educate residents, businesses and schools with easy to understand waste reduction information via website, social media, telephone hotline, and the newly updated *RE:Source* online search tool.

ADMINISTRATION

Administration includes functions that help the Agency run smoothly such as Human Resources, Information Technology and Finance. In addition, other functions include:

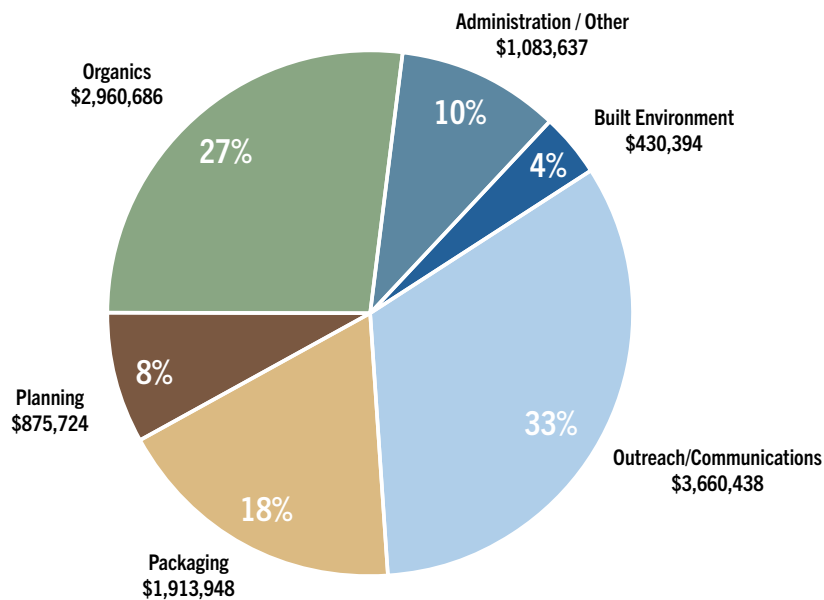
- Provide member agency support and information through disposal tracking and reporting.
- Oversee the Agency-owned parcels in the Altamont Hills, including managing and negotiating leases, licenses and wind power agreements.
- Continue enforcement of facility fee collection.
- Oversee the administration of the Household Hazardous Waste program, which includes ensuring compliance with the terms of the Memoranda of Understanding between the Authority and the Alameda County Department of Environmental Health, and the Authority and the City of Fremont.

PLANNING

This topic area includes general planning, strategic planning and priority setting, and input and assistance on climate action planning. It includes legislative advocacy, tracking and analysis at the state level and model ordinance development at the regional level. It also includes development and implementation of metrics and measurements.

- Review and update Agency strategic priorities biannually and strategic plans as needed.
- Integrate greenhouse gas emission reduction and carbon sequestration work in the material management and energy sectors. Assist member agencies with climate action planning, model ordinance for single-use disposable food ware, circular economy and resiliency work.
- Research issues and develop opinions on material management related planning documents, respond to mission related Environmental Impact Reports and incorporate metrics and measurements criteria to evaluate programs.
- Update and provide recommendations on amendments to the Countywide Integrated Waste Management Plan.

FIGURE 3: AGENCY BUDGET BY TOPIC AREA



- Represent Agency priorities at the state level via legislative and regulatory processes. Monitor and analyze legislation with an emphasis on actions that promote sustainable packaging, address climate change, infrastructure development and other legislation affecting residents, businesses and partners in Alameda County.

DISCONTINUED PROJECTS

- **1209 - Packaging (GNP Funded):** Funding for contract with nonprofit Clean Water Action moved into 3280 - Reusable Food Ware. An RFQ process will inform future technical assistance contracts in this area.
- **1348 - PG&E Local Government Partnership:** Funding for the project discontinued by PG&E.
- **1410 - CalRecycle K-12 Grant:** Grant project completed.
- **2420 - Business Assistance Supporting Activities:** Funding for internal collection bins for businesses was folded into 2090 - Mandatory Recycling Ordinance.
- **3260 - Climate and Circular Economy Innovation:** Assistance to member agency climate action plans moved into 3410 - General Planning; other activities completed.
- **3450 - Compost Contamination Matching Funding:** Grant project completed.

II. FINANCIAL INFORMATION

II. FINANCIAL INFORMATION

Agency expenditures for all projects in FY 20-21 total \$33,966,520. This includes:

1. Core Budget: Spending over which the Boards have significant discretion. Projects are funded by fees (see page II-3).
2. Household Hazardous Waste (HHW) Program: Implemented through Memoranda of Understanding with the County of Alameda and the City of Fremont.
3. Externally funded projects: Funded by grants and contracts.
4. One-time projects funded by the available fund balances.
5. Pass through projects: Includes mandated Measure D disbursements to member agencies, and the Recycling Board Recycled Product Purchase Preference Program (RPPP).

In keeping with the financial targets set by the Boards to match core expenditures with core revenues, the core budget for FY 20-21 is approximately \$10.9M, which is \$300,000 higher than the FY 19-20 core budget, but approximately \$400,000 lower than estimated core revenues for FY 20-21.

TABLE 1: AGENCY BUDGET BY CATEGORY

Category	Cost
Core Budget	\$10,924,826
HHW Program	\$7,107,492
Externally funded projects	\$8,794,861
Pass through projects	\$5,418,341
From Fund Balance	\$1,721,000
Total	\$33,966,520

With the exception of the countywide Household Hazardous Waste (HHW) program, we call the fee-funded projects over which the boards have significant discretion the “core,” and report both core spending and core revenues as a subset of this budget. Table 3 provides a list of projects included in the core (see page II-7). The core excludes projects over which we do not have significant spending discretion: Measure D Disbursements, the Recycling Board Recycled Product Purchase Preference Program (RPPP), about \$8.8M of grant or other external funding that we expect to receive, and the HHW program.

Core revenues are estimated to total approximately \$11.3M, which exceeds core expenditures by approximately \$400,000. Based on revenue projections that we will update at least annually, we do

not anticipate the need for a fee increase in the near future. Through very prudent spending these past years, we have accumulated a healthy fund balance in addition to our reserves, which will provide a solid funding contingency as we work towards achieving our goals.

REVENUE

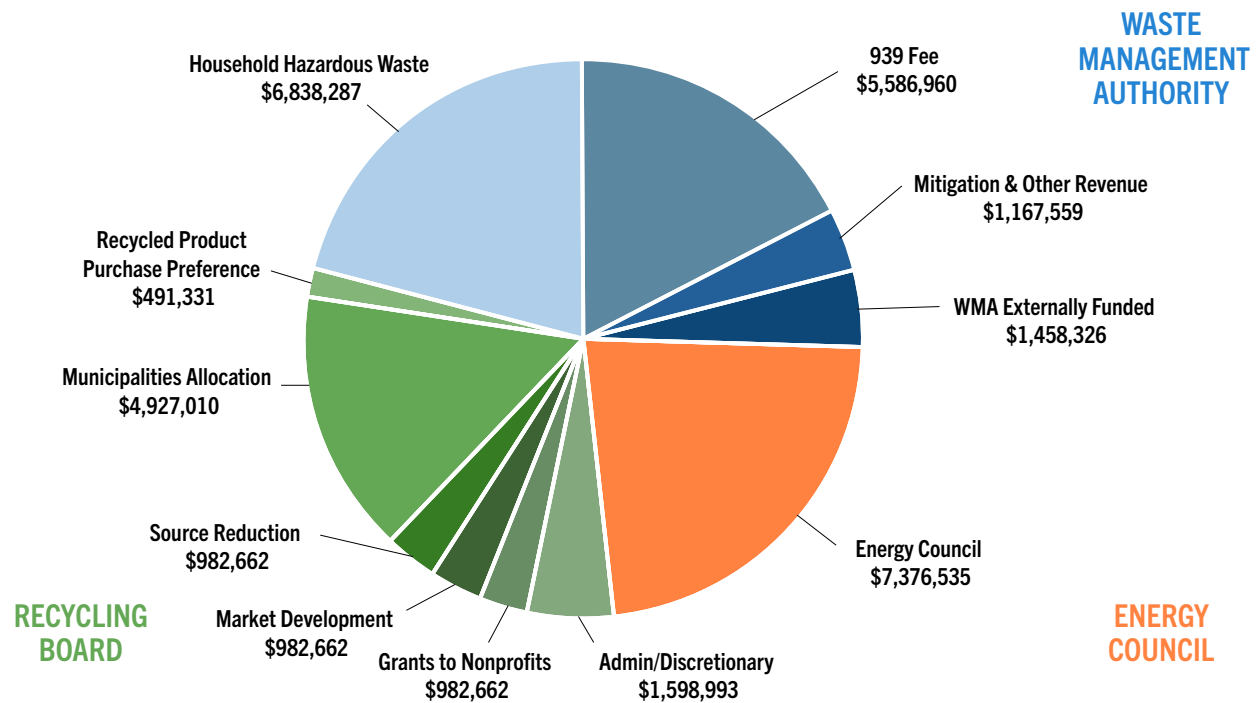
REVENUE ESTIMATES

Estimated revenue from all sources totals \$32,392,987. Revenues by source are shown in Figure 4. Core revenue is estimated to total \$11.3M, which is approximately \$400,000 higher than core expenditures. At this point we are uncertain as to what impact the ongoing shelter in place (as the result of COVID-19) will have on tonnage figures, particularly if we enter an economic recession. While recession generally indicates lower tonnage, some materials that normally are recovered are going directly to the landfill. As such, we have not revised tonnage estimates at this time, but will continue to monitor disposal trends carefully and will apprise the Board accordingly. We also maintain a fiscal reserve totaling \$2.1M that we can draw on if needed.

The Agency continues to supplement core revenues by securing external funding, which is estimated to total \$8.8M in FY 20-21. Of this amount, approximately \$7.3M is Energy Council funding. The remaining \$1.5M of grants, reimbursements or pass through funds to the Authority include \$161,000 for the Used Oil Recycling campaign, approximately \$46,000 from the Bay Area Air Quality Management District for the Embodied Carbon project, \$30,000 for CoIWMP applications, \$30,000 for litigation reimbursements, \$262,000 from the post-retirement health benefits trust, approximately \$167,000 for Mandatory Recycling technical assistance funded by member agencies, approximately \$63,000 for conservation easement maintenance, and \$700,000 for miscellaneous grants or pass-throughs to member agencies.

The miscellaneous grants and pass-throughs project is a “placeholder” appropriation, which both implements the grants policy allowing the Executive Director to accept grant awards and authorize corresponding expenditures of up to \$50,000 per grant and disburses any excess Measure D revenues to the member agencies and the RPPP project. This appropriation is an upper-end estimate of what these smaller grants might total in the upcoming fiscal year and what the actual surplus Measure D revenues totaled in FY 19-20. These sources of revenue are tied to specific spending. Although in the case of grants they may be tied to multiple year projects, they are not considered part of the core budget.

FIGURE 4. REVENUE BY FUNDING SOURCE



As presented at the multi-year fiscal forecast in March, 2020, tonnage based revenue estimates factor in a small decline in tonnages compared to FY 19-20 due to lower special waste volumes. As always, staff will continue to monitor disposal trends carefully and apprise the Board of any issues or concerns at mid-year or sooner if necessary.

FEES

StopWaste levies various fees that help fund compliance with state and local waste reduction mandates. These fees (with the exception of the HHW fees) fund approximately 92% of the core budget for FY 20-21 and are as follows:

- AB 939 Facility Fee** - \$4.34 per ton disposed. Levied pursuant to AB 939 on all Alameda County solid waste landfilled within California and all waste landfilled in Alameda County. Funds countywide recycling, waste prevention and planning efforts.
- HHW Fee** - \$2.15 per ton disposed. Levied, pursuant to AB 939, on wastes disposed in Alameda County and all wastes generated in Alameda County transferred through an in-county solid waste facility for out-of-county disposal. Additionally, in 2014 the Authority Board adopted a separate HHW annual fee which was amended in 2019 and sets the annual fee at \$6.64 per residential property unit through June 30, 2024, paid via property taxes to fund program continuation.

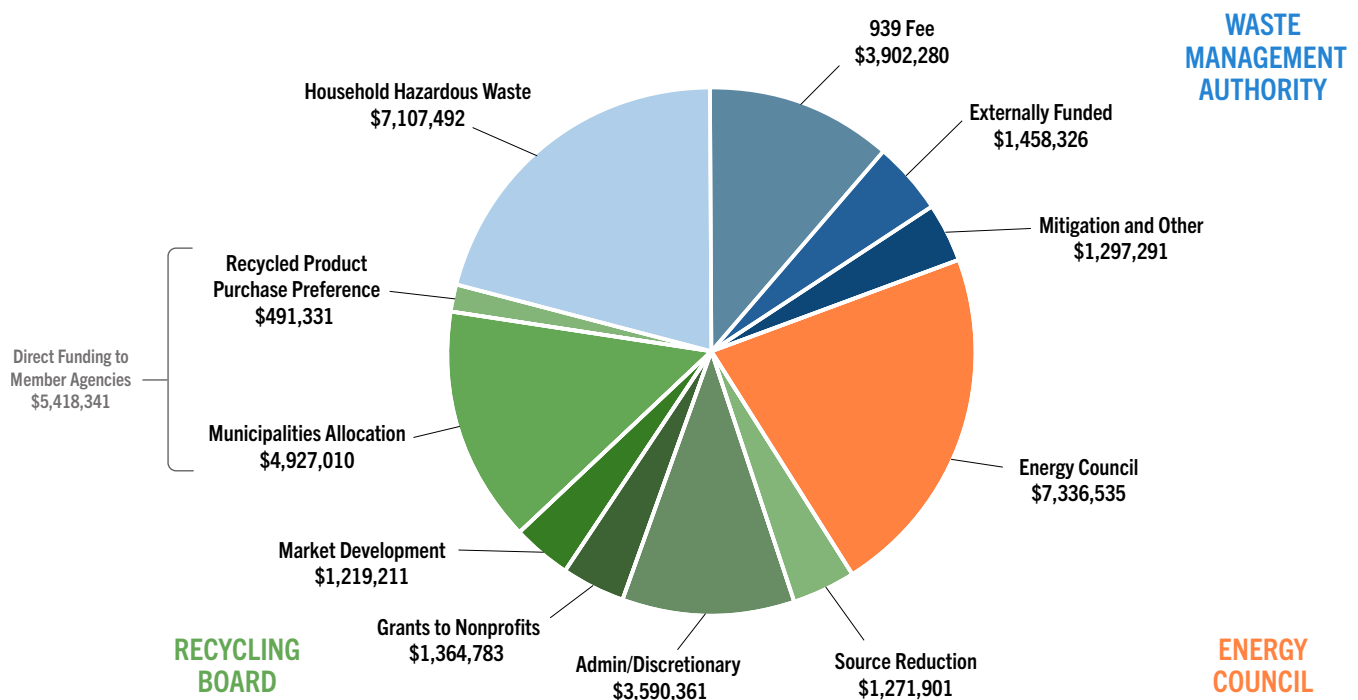
- **Measure D Landfill Surcharge** - \$8.23 per ton is collected on waste disposed at the Vasco Road and Altamont Landfills. About 55% is allocated to participating Alameda County municipalities for waste reduction efforts and about 45% for specified countywide waste reduction programs including grants to nonprofit organizations, administered by StopWaste.
- **Import Mitigation Fee** - \$4.53 per ton is collected on all wastes landfilled in Alameda County that originate out-of-county.

EXPENDITURES

Total expenditures for all projects in FY 20-21 are \$33,966,520 (WMA portion 13,765,390, RB portion \$12,864,595, EC portion \$7,336,535). Core expenditures total \$10,924,826.

A listing of projects by funding source is also shown in the Financial Attachments section of the budget (pages III-1 – III-5). In addition, projects funded by the core budget are shown in Table 3 (page II-7). A breakdown of hard costs and staff (labor and overhead) is shown in the individual project charters.

FIGURE 5: EXPENDITURES BY FUNDING SOURCE



WORKFORCE RELATED

Consistent with the salary adjustment plan adopted by the Board in 2018, salary ranges have been adjusted by the most current Consumer Price Index (CPI) of 2.9%. The cost of this increase including applicable benefits totals approximately \$190,000. The Executive Director's salary is based on her current contract, which is reviewed by the WMA Board in June and is not included in the adjusted salary ranges.

Staff salaries and benefits total approximately \$8.3M (\$6.1M salary and \$2.2M taxes and benefits) and represent about 24% of the Agency's total budget and about 76% of the core budget. Some staff salaries are paid from revenue outside the core, so this percentage is provided for comparison only.

NON-PROJECT COSTS (OVERHEAD)

We allocate overhead across all projects in proportion to labor costs. This year's calculation of non-project costs is summarized in the following table. These costs are spread onto the labor costs (salary and benefits) as shown in the project charters. Therefore, each charter separates both hard costs and labor plus overhead.

TABLE 2: NON-PROJECT COSTS

Non-Project Category	Cost
General Overhead (includes IT, HR, Accounting and Finance, contract administration, general legal assistance, insurance, facility management, etc.)	\$3,331,335
Recycling Board Administration	\$110,945
Waste Management Authority Administration	\$180,844
Leave (vacation, sick leave, holiday, etc.)	\$1,131,167
Other non-project hours (non-project staff meetings, time spent on general activities such as preparing evaluations, reviewing contracts, etc.)	\$152,690
Total	\$4,906,981

TABLE 3: CORE BUDGET

Project		Hard Costs	Labor & Overhead	Total
Organics	1020 - Landscape Services & Partnerships*	\$18,900	\$108,306	\$127,206
	1029 - Landscape Services and Partnerships (GNP Funded Portion)*	\$20,000		\$20,000
	1220 - Food Waste Reduction	\$310,000	\$860,317	\$1,170,317
	1229 - Food Waste Reduction (GNP Funded Portion)	\$100,000		\$100,000
	1260 - Compost and Mulch	\$69,000	\$39,453	\$108,453
	2090 - Mandatory Recycling Ordinance Implementation*	\$519,500	\$1,558,806	\$2,078,306
	2140 - SB 1383 Implementation Support	\$7,000	\$358,858	\$365,858
	3250 - Carbon Farm Planning & Implementation	\$20,000	\$78,302	\$98,302
	3259 - Carbon Farm Planning & Implementation - Materials	\$5,000		\$5,000
Packaging	1200 - Packaging	\$62,000	\$122,187	\$184,187
	1250 - Reusable Bag Ordinance Implementation	\$4,550	\$145,398	\$149,948
	2090 - Mandatory Recycling Ordinance Implementation*	\$519,500	\$1,558,806	\$2,078,306
	3280 - Reusable Food Ware	\$230,000	\$310,660	\$540,660
Built Environment	1020 - Landscape Services & Partnerships*	\$18,900	\$108,306	\$127,206
	1029 - Landscape Services and Partnerships (GNP Funded Portion)*	\$20,000		\$20,000
	1350 - Building Services and Partnerships	\$40,000	\$257,267	\$297,267
	1359 - Building Services & Partnerships (GNP Funded Portion)	\$5,000		\$5,000
	2110 - Construction & Demolition Debris Recycling	\$6,000	\$48,523	\$54,523
Communications	3510 - General Agency Communication	\$123,500	\$1,325,809	\$1,449,309
	3519 - General Communication (GNP Funded Portion)	\$9,000		\$9,000
	3570 - Community-Based Outreach	\$50,900	\$641,122	\$692,022
	3579 - Community Outreach Grants to Nonprofits	\$30,000	\$60,250	\$90,250
	3580 - Schools-Based Community Outreach	\$244,500	\$1,175,357	\$1,419,857
Admin/Other	2040 - Resources for Upstream Projects (GNP Funded Portion)	\$183,000	\$211,007	\$394,007
	2049 - Resources for Upstream Projects (For Profit Grant Funds)	\$150,000		\$150,000
	3210 - Property Management	\$41,000	\$78,661	\$119,661
	3230 - Technical Advisory Committee	\$5,300	\$94,544	\$99,844
	3240 - Fee Enforcement	\$35,400	\$151,388	\$186,788
	3270 - Miscellaneous Grant Closeouts	\$5,000	\$15,108	\$20,108
	3460 - Five-Year Audit	\$89,683	\$23,546	\$113,229
Planning	3410 - General Planning	\$45,500	\$153,756	\$199,256
	3480 - Measurement and Analysis	\$46,200	\$367,685	\$413,885
	3530 - Legislation	\$54,000	\$171,083	\$225,083
	3539 - Legislation (GNP Funded Portion)	\$37,500		\$37,500
Grand Total		\$2,567,432	\$8,357,394	\$10,924,826

* Projects that span Topic Areas appear twice although the costs are only counted once.

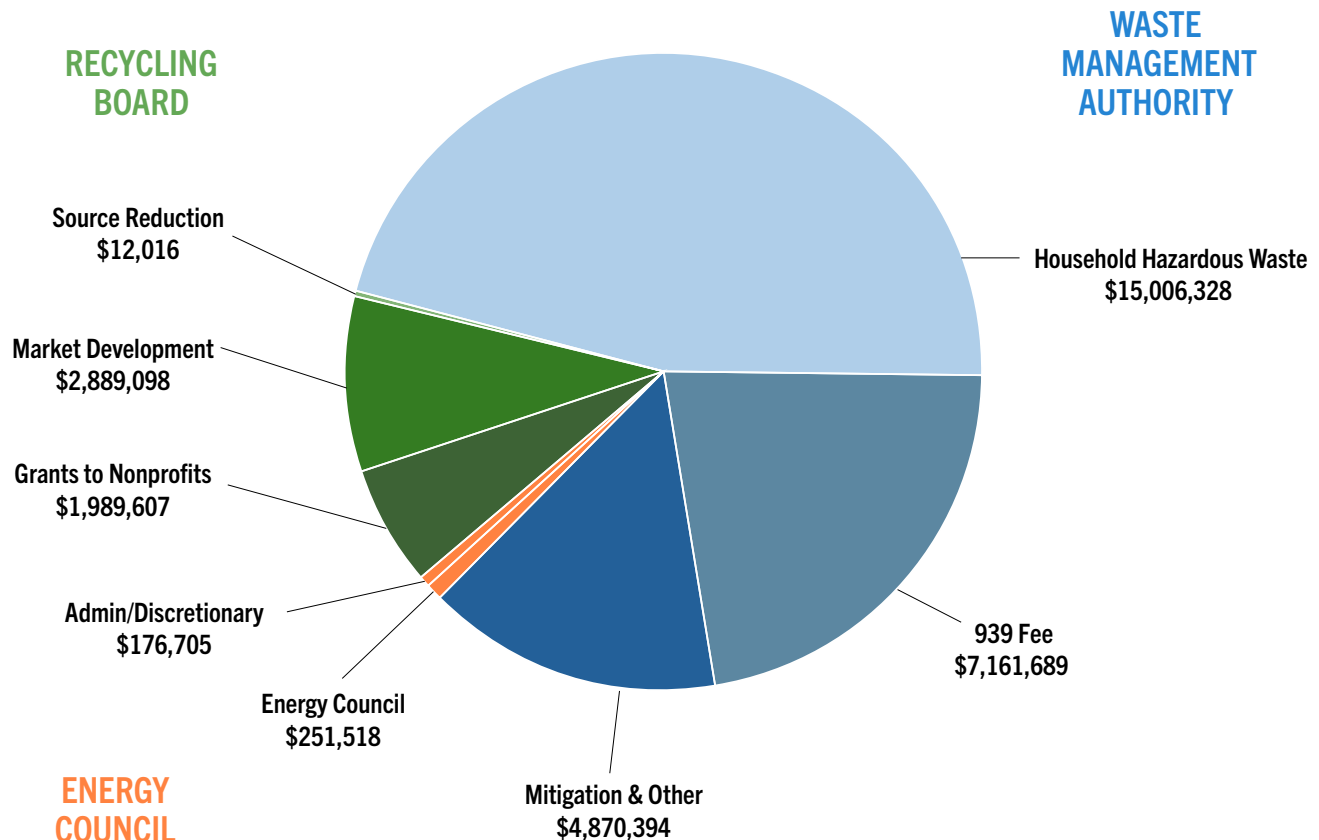
FUND BALANCES & RESERVES

The Agency's available resources consist of both fund balances and reserves. Core fund balances are generally discretionary and can be used to help balance the budget, although they are not needed this year. Reserves are funds that are set aside for specific purposes, although they can also be used to fund projects if those projects have a nexus to that particular reserve. At the end of FY 20-21, we estimate that core fund balances and reserves will total approximately \$26.2M, which is equivalent to over two times our core budget.

FUND BALANCES

The Agency's fund balances available at year end are projected to total \$32,357,355. Of this amount, the Authority fund balance is projected to total \$27,038,411 (of which \$15,006,328 are HHW fees), the Recycling Board fund balance is projected to total \$5,067,426 and the Energy Council fund balance is projected to total \$251,518. Core fund balances are estimated to total \$17.1M, which will allow the Agency to fund core operations for the next several years as we continue to address both our programmatic and long-term fiscal goals.

FIGURE 6: FUND BALANCES AS OF JUNE 30, 2021



We use the term “fund balance available” to refer to the funding available for Agency operations. Our term differs from the technical accounting term in that we do not include encumbrances (which we view as spent) or the unfunded liability figure (which is considered a long-term liability, since we make at a minimum, the required annual payment and that payment is included in the budget).

RESERVES

Agency reserves will total approximately \$9.2M at the end of FY 20-21. Agency reserves, including the fiscal reserve, are designated for a specific purpose and are as follows:

TABLE 4: PROPOSED RESERVES FY 20-21

Reserves	Balance
Organics Processing Development Reserve	\$5,589,709
Pension Liability Reserve	\$1,210,482
Fiscal Reserve	\$2,100,000
Five Year Audit/Other Studies Reserve	\$150,000
Building Maintenance Reserve	\$150,000
Total	\$9,200,191

THE ORGANICS PROCESSING DEVELOPMENT RESERVE

The Organics Processing Development (OPD) Reserve, established in 1998 for the development or advancement of in-county organics processing capacity or facilities, will have a balance of \$5.6M at the end of FY 20-21. Multiple organics facilities have gone through the ColWMP amendment and conformance finding process with no need of Agency financing. Given that, the Agency will continue to allocate some portion of the OPD funds when needed toward projects that promote increased participation in existing residential and commercial organics waste reduction programs. The FY 20-21 budget does not include any transfers from the OPD reserve, as there is sufficient revenue to cover programmatic expenses.

PENSION LIABILITY RESERVE

The Pension Liability Reserve was established in 2015 to partially offset the Agency’s unfunded pension liability. This reserve is currently over \$1.2M. In March of 2020, the WMA Board adopted an unfunded pension status goal of at least 95%. The budget includes an additional discretionary payment of \$1.4M (coming from fund balance), which based on the most current actuarial information would put the Agency’s funded status at approximately 95%.

FISCAL RESERVE

The Fiscal Reserve was established to offset any declines in revenue that could occur during the year. This reserve is currently \$2.1M.

FIVE-YEAR AUDIT/OTHER STUDIES RESERVE

This reserve was established to pay for the periodic Recycling Board five-year audit and other studies that may be required on an infrequent basis. Funding for this reserve comes from available fund balance. While the Five Year Audit conducted in FY 19-20 was funded through core revenues, we will continue to supplement this reserve for this and/or other future studies. A transfer of \$50,000 from fund balance to this reserve will be made in FY 20-21 for a total of \$150,000.

BUILDING MAINTENANCE RESERVE

This reserve was established to pay for any capital costs related to the Agency's building. The Agency budgets for repairs and other costs related to the building in the annual operating budget. However, given that the building is now more than 13 years old, it is fiscally prudent to maintain a reserve for larger capital repairs. Funding for this reserve comes from available fund balance. A transfer of \$50,000 from fund balance to this reserve will be made in FY 20-21 for a total of \$150,000.

Estimated fund balances available and schedules of reserves are shown on pages III-4 – III-7.

III. FINANCIAL ATTACHMENTS

PROJECTS BY FUNDING SOURCE - CORE FUNDED - FY 20-21

Total	Waste Management Authority				Energy Council	Recycling Board						
	Externally Funded		HHW	Energy Council		Municipality Allocation	RLF	Admin/Discretionary	Grants to Non-Profit	Source Reduction	Market Development	Recycled Product Price
	939 Facility Fee	Mitigation										
21	24	22	28	40	27	29	30 + 31	32	33	34	35	
Dollars in thousands: (,000)												
EXPENDITURE												
Core Funded												
1020 - Landscape Services & Partnerships	\$ 127,206							\$ -	\$ -	\$ -	\$ 114	
1029 - Landscape Services and Partnerships (GNP Funded Portion)	\$ 20,000	\$ -						\$ -	\$ 20	\$ -	\$ -	
1200 - Packaging	\$ 184,187	\$ 28	\$ -					\$ -	\$ -	\$ 74	\$ 83	
1220 - Food Waste Reduction	\$ 1,170,317	\$ 176	\$ -					\$ 176	\$ -	\$ 819	\$ -	
1229 - Food Waste Reduction (GNP Funded Portion)	\$ 100,000	\$ -	\$ -					\$ -	\$ 100	\$ -	\$ -	
1250 - Reusable Bag Ordinance Implementation	\$ 149,948	\$ 37	\$ -					\$ -	\$ -	\$ 82	\$ 30	
1260 - Compost and Mulch	\$ 108,453	\$ 5	\$ -					\$ -	\$ -	\$ -	\$ 103	
1350 - Building Services and Partnerships	\$ 297,267	\$ 30	\$ -					\$ -	\$ -	\$ 119	\$ 149	
1359 - Building Services & Partnerships (GNP Funded Portion)	\$ 5,000	\$ -	\$ -					\$ -	\$ 5	\$ -	\$ -	
2040 - Resources for Upstream Projects (GNP Funded Portion)	\$ 394,007	\$ -	\$ -					\$ -	\$ 394	\$ -	\$ -	
2049 - Resources for Upstream Projects (For Profit Grant Funds)	\$ 150,000	\$ 15	\$ -					\$ -	\$ -	\$ -	\$ 135	
2090 - Mandatory Recycling Ordinance Implementation	\$ 2,078,306	\$ 416	\$ -					\$ 1,663	\$ -	\$ -	\$ -	
2110 - Construction & Demolition Debris Recycling	\$ 54,523	\$ 55						\$ -	\$ -	\$ -	\$ -	
2140 - SB 1383 Implementation Support	\$ 365,858	\$ 73	\$ 183					\$ 110	\$ -	\$ -	\$ -	
3210 - Property Management	\$ 119,661	\$ -	\$ 120					\$ -	\$ -	\$ -	\$ -	
3230 - Technical Advisory Committee	\$ 99,844	\$ 100	\$ -					\$ -	\$ -	\$ -	\$ -	
3240 - Fee Enforcement	\$ 186,788	\$ 187	\$ -					\$ -	\$ -	\$ -	\$ -	
3250 - Carbon Farm Planning & Implementation	\$ 98,302	\$ 49	\$ -					\$ -	\$ -	\$ -	\$ 49	
3259 - Carbon Farm Planning & Implementation - Materials	\$ 5,000	\$ -	\$ -					\$ -	\$ -	\$ -	\$ 5	
3270 - Miscellaneous Grant Closeouts	\$ 20,108	\$ 20	\$ -					\$ -	\$ -	\$ -	\$ -	
3280 - Reusable Food Ware	\$ 540,660	\$ 108	\$ -					\$ 108	\$ -	\$ 81	\$ 243	
3410 - General Planning	\$ 199,256	\$ 70	\$ 40					\$ -	\$ -	\$ 20	\$ 70	
3460 - Five-Year Audit	\$ 113,229	\$ -	\$ -					\$ -	\$ 113	\$ -	\$ -	
3480 - Measurement and Analysis	\$ 413,885	\$ 41	\$ -					\$ -	\$ 372	\$ -	\$ -	
3510 - General Agency Communication	\$ 1,449,309	\$ 725	\$ 362					\$ 362	\$ -	\$ -	\$ -	
3519 - General Communication (GNP Funded Portion)	\$ 9,000	\$ -	\$ -					\$ -	\$ 9	\$ -	\$ -	
3530 - Legislation	\$ 225,083	\$ 225	\$ -					\$ -	\$ -	\$ -	\$ -	
3539 - Legislation (GNP Funded Portion)	\$ 37,500	\$ -	\$ -					\$ -	\$ 38	\$ -	\$ -	
3570 - Community-Based Outreach	\$ 692,022	\$ 381	\$ -					\$ 277	\$ -	\$ 35	\$ -	
3579 - Community Outreach Grants to Nonprofits	\$ 90,250	\$ -	\$ -					\$ -	\$ 90	\$ -	\$ -	
3580 - Schools-Based Community Outreach	\$ 1,419,857	\$ 852	\$ -					\$ 568	\$ -	\$ -	\$ -	
	\$ 10,924,826	\$ 3,550	\$ 759	\$ -	\$ -	\$ -	\$ -	\$ 3,263	\$ 1,141	\$ 1,230	\$ 981	\$ -

StopWaste Annual Budget - FY 20-21

REVENUE BY FUNDING SOURCE - FY 20-21

Total											
Waste Management Authority				Energy Council	Recycling Board						
939 Facility Fee	Mitigation	Externally Funded	HHW	Energy Council	Municipality Allocation	RLF	Admin/Discretionary	Grants to Non-Profit	Source Reduction	Market Development	Recycled Product Price
21	24	22	28	40	27	29	30 + 31	32	33	34	35
Dollars in thousands: (,000)											

REVENUE

Tonnage and Other Revenues	\$ 10,379,598	5,482	476	-	-	-	-	1,474	983	983	983	-
Property and Other Revenues	\$ 681,900	-	632	-	-	50	-	-	-	-	-	-
HHW Fees	\$ 6,476,287	-	-	6,476	-	-	-	-	-	-	-	-
Energy Council	\$ 7,286,535	-	-	-	-	7,287	-	-	-	-	-	-
Externally Funded Revenues	\$ 1,458,326	-	-	1,458	-	-	-	-	-	-	-	-
RB Municipalities (Measure D 50%) (Proj. 2220)	\$ 4,913,310	-	-	-	-	-	-	-	-	-	-	-
Recycled Product Purchase Pref (MD5%) (Proj 1210)	\$ 491,331	-	-	-	-	-	-	-	-	-	-	491
Interest	\$ 705,700	105	60	362	40	-	125	-	-	-	-	-
Total Revenues	\$ 32,392,987	\$ 5,587	\$ 1,168	\$ 1,458	\$ 7,377	\$ 4,927	\$ -	\$ 1,599	\$ 983	\$ 983	\$ 983	\$ 491

Excess Expenditure over Revenue

\$ 1,573,533	\$ (1,685)	\$ 130	\$ -	\$ 269	\$ (40)	\$ -	\$ -	\$ 1,991	\$ 382	\$ 289	\$ 237	\$ -
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FUND BALANCE AVAILABLE SUMMARY - FY 20-21

Waste Management Authority				Energy Council	Recycling Board							
939 Facility Fee	Mitigation	Externally Funded	HHW	Energy Council	Municipality Allocation	RLF	Admin/Discretionary	Grants to Non-Profit	Source Reduction	Market Development	Recycled Product Price	
21	24	22	28	40	27	29	30 + 31	32	33	34	35	
Dollars in thousands: (,000)												

Dollars in thousands: (,000)

Transfers (In)/Out of Reserves

Five Year Audit/Study Reserve	\$ (50,000)							-	(50)			
Building Maintenance Reserve	\$ (50,000)							(20)				
Total Net Transfers	\$ (100,000)	\$ (30)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (20)	\$ (50)	\$ -	\$ -	\$ -

Fund Balance Available - Projection to 7/1/2020

Beginning Fund Balance Available 7/1/19 (audited)	\$ 33,409,394	\$ 3,189	\$ 4,490	\$ (10)	\$ 15,312	\$ 160	\$ (1)	\$ 57	\$ 2,551	\$ 2,577	\$ 1,745	\$ 3,207	\$ 132
Beginning Fund Balance Available 7/1/19 (audited) - Core	\$ 17,758,314	\$ 3,189	\$ 4,490						\$ 2,551	\$ 2,577	\$ 1,745	\$ 3,207	
Projected Adjustments For Actuals (Revenue) 19/20 One Time													
Tons - Core	\$ 722,250	339	95						96	64	94	34	
Projected Excess of Expenditures Over Revenue Budget 19/20	\$ (451,080)	(80)		10			1	70	(80)		(60)	(180)	(132)
Adjusted - RLF Fund Close out	\$ -							(124)				124	
Net 19/20 Budgeted Revenue over expenditure	\$ 350,324	2,029	445	-	(37)	51	-	(3)	(379)	(219)	(1,478)	(60)	(0)
Projected Fund Balance Available 7/1/20	\$ 34,030,888	\$ 5,477	\$ 5,030	\$ -	\$ 15,276	\$ 212	\$ -	\$ 0	\$ 2,188	\$ 2,422	\$ 301	\$ 3,126	\$ (0)
Projected Fund Balance Available 7/1/20 - CORE	\$ 18,543,836	\$ 5,477	\$ 5,030						\$ 2,188	\$ 2,422	\$ 301	\$ 3,126	

\$ 0 \$ (0)

ENDING FUND BALANCE AVAILABLE

Less Net Reserves Transfers/Adjustments	(100,000)	-	(30)	-	-	-	-	-	(20)	(50)	-	-	-
20/21 Net Excess Expenses to Revenue	(1,573,533)	1,685	(130)	-	(269)	40	-	-	(1,991)	(382)	(289)	(237)	-
Ending Fund Balance Available	32,357,355	\$ 7,162	\$ 4,870	\$ -	\$ 15,006	\$ 252	\$ -	\$ 0	\$ 177	\$ 1,990	\$ 12	\$ 2,889	\$ (0)
Core Fund Balance	\$ 17,099,509	\$ 7,162	\$ 4,870						\$ 177	\$ 1,990	\$ 12	\$ 2,889	
Other Fund Balance	\$ 15,257,847			\$ 0	\$ 15,006	\$ 252	\$ -						\$ (0)
WMA Fund Balance	\$ 27,038,411	\$ 7,162	\$ 4,870	\$ -	\$ 15,006								
RB Fund Balance	\$ 5,067,425					\$ (0)			\$ 177	\$ 1,990	\$ 12	\$ 2,889	\$ (0)
EC Fund Balance	\$ 251,518					\$ 252							

FUND BALANCE AVAILABLE - WASTE MANAGEMENT AUTHORITY - FY 20-21

	BEG. FUND BALANCE JULY 1, 2019	BEG. FUND BALANCE JULY 1, 2020	BUDGETED REVENUES	BUDGETED EXPENDITURES	TRANSFERS	ESTIMATED FUND BALANCE JUNE 30, 2021
						-
Facility Operators Fee	\$ 3,189,329	\$ 5,477,010	\$ 5,586,960	\$ 3,902,280		\$ 7,161,689
Externally Funded	(9,510)	\$ -	1,458,326	1,458,326		\$ -
Mitigation	4,489,854	\$ 5,030,126	1,167,559	1,297,291	(30,000)	\$ 4,870,394
HHW Fees	15,312,248	\$ 15,275,533	6,838,287	7,107,492		\$ 15,006,328
Authority Total	\$ 22,981,920	\$ 25,782,669	\$ 15,051,132	\$ 13,765,390	\$ (30,000)	\$ 27,038,411

FUND BALANCE AVAILABLE - RECYCLING BOARD - FY 20-21

	BEG. FUND BALANCE JULY 1, 2019	BEG. FUND BALANCE JULY 1, 2020	BUDGTED REVENUES	BUDGTED EXPENDITURES	TRANSFERS	ESTIMATED FUND BALANCE JUNE 30, 2021
RECYCLING BOARD						
Discretionary****	\$ 2,550,717	\$ 2,188,073	\$ 1,598,993	\$ 3,590,361	\$ (20,000.00)	\$ 176,705
Grants to Non-Profits	2,576,706	\$ 2,421,727	982,662	1,364,783	(50,000)	\$ 1,989,607
Source Reduction	1,744,577	\$ 301,255	982,662	1,271,901		\$ 12,016
Market Development	3,207,132	\$ 3,125,647	982,662	1,219,211		\$ 2,889,098
Recycled Prod. Purch. Prefer.	131,574	\$ (0)	491,331	491,331		\$ (0)
Municipality Allocation	(984)	-	4,927,010	4,927,010		\$ (0)
Recycling Board Total	\$ 10,209,722	\$ 8,036,701	\$ 9,965,320	\$ 12,864,595	\$ (70,000)	\$ 5,067,426

Revolving Loan

\$ 57,434 (e)	\$ 0	\$ -	\$ -	\$ -	\$ 0
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** Mandated percentage apportionment of revenue. Discretionary and Municipalities allocation includes interest.

****Within the Discretionary fund up to 3% of total RB revenues may be used for administration.

FUND BALANCE AVAILABLE - ENERGY COUNCIL - FY 20-21

	BEG. FUND BALANCE JULY 1, 2019	BEG. FUND BALANCE JULY 1, 2020	BUDGTED REVENUES	BUDGTED EXPENDITURES	TRANSFERS	ESTIMATED FUND BALANCE JUNE 30, 2021
Energy Council						
	\$ 160,318	\$ 211,518	\$ 7,376,535	\$ 7,336,535	\$ -	\$ 251,518
Energy Council Total	\$ 160,318	\$ 211,518	\$ 7,376,535	\$ 7,336,535	\$ -	\$ 251,518

SCHEDULE OF RESERVES - WASTE MANAGEMENT AUTHORITY - FY 20-21

	BALANCE JULY 1, 2019	TRANSFER IN/ (OUT) FY2020.	PROJECTED BALANCE JULY 1, 2020	TRANSFERS IN	TRANSFERS OUT	BALANCE JUNE 30, 2021
ORGANICS PROCESSING DEVELOPMENT	\$ 5,589,709		\$ 5,589,709			\$ 5,589,709
PENSION LIABILITY RESERVE	1,210,482		\$ 1,210,482			1,210,482
FISCAL RESERVE	1,405,019		\$ 1,405,019			1,405,019
5 YEAR AUDIT/STUDY	50,000	50,000	\$ 100,000	50,000		150,000
BUILDING MAINTENANCE RESERVE	50,000	50,000	\$ 100,000	50,000		150,000
Sub-total	\$ 8,305,210	\$ 100,000	\$ 8,405,210	\$ 100,000	\$ -	\$ 8,505,210

SCHEDULE OF RESERVES - RECYCLING BOARD - FY 20-21

	BALANCE JULY 1, 2019		BALANCE JULY 1, 2020	TRANSFERS IN	TRANSFERS OUT	BALANCE JUNE 30, 2021
	\$ 694,981		\$ 694,981	\$ -	\$ -	\$ 694,981
Total	\$ 694,981	\$ -	\$ 694,981	\$ -	\$ -	\$ 694,981
GRAND TOTAL	\$ 9,000,191	\$ 100,000	\$ 9,100,191	\$ 100,000	\$ -	\$ 9,200,191

IV. PROJECT CHARTERS

Project charters are listed according to project number. For a listing of projects grouped by topic area, please consult Table 3 on page II-7.



As of March, 2020, the COVID-19 Shelter in Place orders are significantly affecting some project activities and public participation. The data provided in the project charters provide our best estimate of activities in light of these changes.

Project Manager: Jennifer West

DESCRIPTION

Focuses on the built urban landscape to reduce the generation of waste, recycle construction waste and plant debris, and promote recycled compost and mulch. Promotes the use of organic material in the landscape to build soil health, sequester carbon, create landscapes that are more resilient to climate change, and conserve water and resources. Partners with member agencies, landscape professionals, and nonprofits to support innovative sustainable landscaping policies and standards. Provides technical assistance and professional trainings to member agencies.

FY 19-20 ACCOMPLISHMENTS

- Increased Bay-Friendly Rated Landscapes to 79 within Alameda County, covering 347 acres and using approximately 16,000 tons of recycled compost and mulch.
- Increased use of sheet mulching with cardboard, compost, and mulch to 49 projects covering 47 acres.
- Provided technical assistance to 13 landscape projects and continued managing six grants.
- Provided 22 member agency staff with scholarships to Bay-Friendly professional trainings and qualifications, increasing total number of member agency-qualified staff to 466.
- Finalized and distributed Water Efficient Landscape Ordinance (WELo) implementation tools and updated web page and outreach materials for member agency staff.
- Served on ReScape California Board of Directors.

FY 20-21 ACTIVITIES

- Provide support for ReScape California and represent the Agency on its governing board. (O)
- Sponsor member agency staff to attend ReScape trainings. (O)
- Support WELo trainings (delivered by ReScape) for member agencies. (N)
- Provide technical assistance for ReScape-Rated landscapes by member agencies in Alameda County. (O)

PROJECT COST, FY 20-21

<u>Hard Costs</u>	<u>Labor Plus Overhead Costs</u>	<u>Total Cost</u>	<u>FTEs</u>
\$18,900	\$108,306	\$127,206	0.26

FUNDING SOURCE, FY 20-21

<u>(21) 939 Fee</u>	<u>(34) RB Market Development</u>
\$12,721	\$114,485

FY 20-21 Activities: (C) - Carried over (O) - Ongoing (N) - New

1029 - LANDSCAPE SERVICES & PARTNERSHIPS (GNP FUNDED PORTION)

ORGANICS/BUILT ENVIRONMENT

Project Manager: Jennifer West

DESCRIPTION

This is a sub-project to account for funding from the Grants to Nonprofits fund.

FY 19-20 ACCOMPLISHMENTS

- See 1020 - Landscape Services & Partnerships.

FY 20-21 ACTIVITIES

- Provide \$20,000 sponsorship to ReScape California. (O)

PROJECT COST, FY 20-21

<u>Hard Costs</u>	<u>Labor Plus Overhead Costs</u>	<u>Total Cost</u>	<u>FTEs</u>
\$20,000		\$20,000	0.00

FUNDING SOURCE, FY 20-21

(32) RB Grant to Non Profit
\$20,000

FY 20-21 Activities: (C) - Carried over (O) - Ongoing (N) - New

Project Manager: Michelle Fay

DESCRIPTION

Focuses on waste prevention, reuse, and improved recyclability of packaging materials manufactured, sold, and discarded in Alameda County, with an emphasis on packaging that supports food waste reduction goals. Provides education, technical assistance, and financial support to businesses and institutions, as well as engagement with industry and other stakeholders to support the implementation of sustainable packaging.

FY 19-20 ACCOMPLISHMENTS

- Educated more than 25 businesses about the benefits of reusable transport packaging. Awarded a total of \$25,000 to four qualified reusables projects.
- Integrated Agency's long-standing reusable transport packaging grants with new equipment grants to increase food recovery. This allowed StopWaste to reach a broader audience for reusables adoption, while at the same time supporting Agency food recovery goals.
- Implemented Rethink Disposable campaign reaching 69 businesses, and certifying 13 new food businesses, keeping single-use disposable food ware products out of the landfill, streets, and waterways.
- Outreach and support for reusable transport packaging continued as part of the Mandatory Recycling Ordinance technical assistance services.
- Provided guidance tool to the food delivery and meal kit industry to increase adoption of reusable packaging and responsible recycling in Alameda County.

FY 20-21 ACTIVITIES

- Administer technical assistance and grants for projects that reduce packaging at the source and utilize reusable transport packaging, particularly those that recover wasted food. (O)
- Provide sponsorship and participate in the BayROC working group to plan regional media campaigns aligned with Packaging project goals. (O)
- Assess the current status of "what goes where" in Alameda County jurisdictions and provide messaging guidance to member agencies as well as internal Agency outreach teams. (N)
- Keep apprised of packaging industry trends and developments such as chemical recycling. Participate in Reusable Packaging Association committee. (N)

PROJECT COST, FY 20-21

<u>Hard Costs</u>	<u>Labor Plus Overhead Costs</u>	<u>Total Cost</u>	<u>FTEs</u>
\$62,000	\$122,187	\$184,187	0.32

FUNDING SOURCE, FY 20-21

<u>(21) 939 Fee</u>	<u>(33) RB Source Reduction</u>	<u>(34) RB Market Development</u>
\$27,628	\$73,675	\$82,884

FY 20-21 Activities: (C) - Carried over (O) - Ongoing (N) - New

1210 - RECYCLED PRODUCT PURCHASE PREFERENCE

BUILT ENVIRONMENT

Project Manager: Rachel Balsley

DESCRIPTION

Provides technical assistance and oversight to the Alameda County General Services Agency (GSA) to implement Measure D-required programs and Memorandum of Understanding (MOU). Also provides technical expertise and resources on recycled content and Environmentally Preferable Purchasing (EPP) to member agencies and other interested public agencies.

FY 19-20 ACCOMPLISHMENTS

- Worked with GSA to implement the MOU and provided Measure D Recycled Product Price Preference funds to undertake recycled product and EPP activities.
- Worked with Alameda County GSA on the Alameda County Public Agencies Green Purchasing Roundtable to develop tools, resources, and host periodic meetings. Topics in FY 19-20 included an all-county roundtable event on more durable and sustainable pavements and a cross-working group presentation to the TAG on strategically incorporating EPP initiatives into climate action plans.
- Developed a Fact Sheet on Flooring product options, including a quick look table of comparative product characteristics and a targeted resources list.
- Worked with the cities of Alameda, Albany, and Berkeley to update EPP policies and to integrate Sustainable Procurement policies and tools into city purchasing processes.
- GSA produced an animated training video to help with onboarding new staff and interns on the concepts of sustainable purchasing, and shared it broadly with sustainability and purchasing networks locally and nationally.
- GSA researched and developed green and recycled-content bid specifications, and supported implementation of the following county contracts valued at \$3 million: office paper and office supplies, multi-function device, and record retention, storage, and destruction contracts.
- GSA received a Leadership Award from the Sustainable Purchasing Leadership Council for “Regional Procurement Coordination Boosting Local Green Economy,” which features the roundtable coordination with StopWaste and our collaborative purchasing efforts.

FY 20-21 ACTIVITIES

- Provide funding, assistance, and oversight for Alameda County GSA staffing to undertake recycled product and EPP activities in the county and to assist member agencies with the same. (O)
- Assist member agencies with EPP policy adoption and implementation, including the updating of EPP resources and supporting the Alameda County Green Purchasing Roundtable meetings. (O)

PROJECT COST, FY 20-21

<u>Hard Costs</u>	<u>Labor Plus Overhead Costs</u>	<u>Total Cost</u>	<u>FTEs</u>
\$473,349	\$17,982	\$491,331	0.04

FUNDING SOURCE, FY 20-21

(35) RB RPP
\$491,331

FY 20-21 Activities: (C) - Carried over (O) - Ongoing (N) - New

1220 - FOOD WASTE REDUCTION

ORGANICS

Project Manager: Cassie Bartholomew

DESCRIPTION

Reduces wasted food generated in food service, households, and schools by providing training and technical assistance, media and outreach, food-saving tools, and food waste reduction grants through the Smart Kitchen Initiative, Stop Food Waste Campaign, and Smart Cafeteria Initiative.

FY 19-20 ACCOMPLISHMENTS

Smart Kitchen Initiative (SKI)

- On-boarded two new institutional kitchens including catering company Fare Resources and California State University, East Bay. On-boarded three new institutional kitchens including the Claremont Club & Spa.
- Prevented 40,000 pounds of pre-consumer food waste from Claremont Hotel and Fare Resources. Prevented 16,000 pounds of pre-consumer food waste from Bishop O'Dowd High School & Claremont Hotel.

Stop Food Waste Campaign (SFW)

- Conducted media campaign on BART, AC transit, movie theaters, and digital advertising generating approximately 50 million impressions and a nearly half a million online video views.
- Partnered with Edible East Bay to produce two print articles and eight e-blasts.
- Partnered with 510Families to produce four ads, plus two sponsored content posts and social media promotion.
- Launched SFW college campus campaign pilot at Cal State East Bay, Hayward, that includes consumer-facing digital ads and table-top messaging in the campus dining hall. Conducted pre and post-campaign plate waste audits as well as food waste-focused surveys.
- Presented at more than 30 community events throughout the county, reaching over 2,500 residents through presentations, workshops, farmers markets, and tabling events. Many of these events are now being led by SWEET graduates, TAC members, grantee organizations, and community partners.

Smart Cafeteria Initiative (SCI)

- Launched New Haven Unified's participation in SCI with the standardization and district-wide roll out of food share at four sites and coordinated a school food donation pilot with Daily Bowl and Union City Family Center.
- Launched the first K-12 district-wide roll out of food share stations at 39 schools in Fremont Unified.

FY 20-21 ACTIVITIES

- Recruit and train SKI businesses upon request and/or target specific sectors with the greatest potential for prevention and donation. (O)
- Support two new school districts implementing food share and/or donation. (O)
- Convene Food Recovery Stakeholder group meetings and provide grant funding to increase the recovery of edible food to feed people to meet Agency's food donation goal and SB 1383 Food Recovery mandates. (C)
- Pilot targeted city-wide residential media and outreach approach with Stop Food Waste campaign including college campaign. (N)

PROJECT COST, FY 20-21

<u>Hard Costs</u>	<u>Labor Plus Overhead Costs</u>	<u>Total Cost</u>	<u>FTEs</u>
\$310,000	\$860,317	\$1,170,317	2.80

FUNDING SOURCE, FY 20-21

<u>(21) 939 Fee</u>	<u>(30) RB Administration</u>	<u>(31) RB Discretionary</u>	<u>(33) RB Source Reduction</u>
\$175,548	\$105,329	\$70,219	\$819,222

FY 20-21 Activities: (C) - Carried over (O) - Ongoing (N) - New

1229 - FOOD WASTE REDUCTION (GNP FUNDED PORTION)

ORGANICS

Project Manager: Cassie Bartholomew

DESCRIPTION

This is a sub-project to account for funding from the Grants to Nonprofits fund.

FY 19-20 ACCOMPLISHMENTS

- See 1220 - Food Waste Reduction.

FY 20-21 ACTIVITIES

- See 1220 - Food Waste Reduction.

PROJECT COST, FY 20-21

<u>Hard Costs</u>	<u>Labor Plus Overhead Costs</u>	<u>Total Cost</u>	<u>FTEs</u>
\$100,000		\$100,000	0.00

FUNDING SOURCE, FY 20-21

<u>(32) RB Grant to Non Profit</u>
\$100,000

FY 20-21 Activities: (C) - Carried over (O) - Ongoing (N) - New

1250 - REUSABLE BAG ORDINANCE IMPLEMENTATION

PACKAGING

Project Manager: Meri Soll

DESCRIPTION

Implements the expanded reusable bag ordinance adopted by the WMA Board in 2016. Provides outreach and technical assistance to the 14,000 affected stores and eating establishments. Progressive enforcement with inspections conducted on non-compliant entities, based on complaints made from the general public and in-field observations.

FY 19-20 ACCOMPLISHMENTS

- On track to conduct 900 technical assistance visits to affected stores and eating establishments to assist with ordinance compliance.
- Implemented progressive inspection protocol for complaint-based inspection process.
- Completed an estimated 250 inspections.
- Conducted 90 store surveys to assess impact of law on consumer behavior, indicating a continued increasing trend of consumers bringing their own bag or not taking a bag at point of purchase since inception of ordinance.
- Continued to collect and analyze bag purchasing data from approximately 60 chain stores in Alameda County to assess the effectiveness of the ordinance.
- Since March 2020, COVID-19 greatly affected stores and consumer behavior relating to bags used at grocery stores. Data on the impact was not available at the publish date for this budget.

FY 20-21 ACTIVITIES

- Conduct ordinance implementation and compliance activities, including progressive enforcement. (O)
- Collect metrics via field work including store/parking lot surveys, store observations, and bag purchasing data to assess ordinance effectiveness. (O)
- Utilize outreach associate in the field to identify non-compliant restaurants and retail stores and help bring into compliance. (O)

PROJECT COST, FY 20-21

<u>Hard Costs</u>	<u>Labor Plus Overhead Costs</u>	<u>Total Cost</u>	<u>FTEs</u>
\$4,550	\$145,398	\$149,948	0.61

FUNDING SOURCE, FY 20-21

<u>(21) 939 Fee</u>	<u>(33) RB Source Reduction</u>	<u>(34) RB Market Development</u>
\$37,487	\$82,471	\$29,990

FY 20-21 Activities: (C) - Carried over (O) - Ongoing (N) - New

Project Manager: Kelly Schoonmaker

DESCRIPTION

Focuses on increasing the availability, access to, and quality of local, recycled compost and mulch. Through a combination of strategic partnerships and in-house efforts, this project provides education to landscape professionals, public agencies, urban farms, and home gardeners; promotes local compost and mulch vendors and producers; and works to create, support, and enforce policies that increase the availability and use of quality compost and mulch.

FY 19-20 ACCOMPLISHMENTS

- Trained an anticipated 250 public and private landscape professionals on the use of compost and mulch through six lunch and learns and an anticipated three larger workshops, including a one-day Water Efficient Landscape Ordinance (WELo) workshop in partnership with PG&E, which leverages the requirements of the ordinance to educate landscape professionals and public agency staff about the use of compost and mulch. This is the last year of StopWaste involvement in planning the WELo workshop. ReScape California will partner with PG&E to deliver the workshop going forward.
- Continued compost donation and soil testing to four urban farms in Oakland, Livermore, and Fremont.
- Provided technical assistance for implementation of compost as an erosion control measure in Union City.
- Supported implementation of member agency climate action plan updates to include organics-based measures, such as using compost to increase carbon sequestration.
- Provided input on policy and regulation development affecting composting.
- Participated in the California Organics Recycling Council as chair and member of the executive committee.
- Provided information on organics processing capacity for County Electronic Annual Report to CalRecycle.

FY 20-21 ACTIVITIES

- Train professionals and public agencies on the use and making of compost through up to 10 lunch and learns and two larger events. (O)
- Cultivate partnerships through participation in groups such as the California Organics Recycling Council, as well as sponsorships, grants, and/or collaborations with other industry organizations and partners such as EBMUD and PG&E. (O)
- Support WELo workshop as needed, including speaking at the event. (C)
- Maintain Agency compost and mulch web pages and collaborate with 3570 - Community-Based Outreach to create carbon farming page. (O)
- Participate in regulation development related to composting. (O)

PROJECT COST, FY 20-21

<u>Hard Costs</u>	<u>Labor Plus Overhead Costs</u>	<u>Total Cost</u>	<u>FTEs</u>
\$69,000	\$39,453	\$108,453	0.10

FUNDING SOURCE, FY 20-21

<u>(21) 939 Fee</u>	<u>(34) RB Market Development</u>
\$5,423	\$103,031

FY 20-21 Activities: (C) - Carried over (O) - Ongoing (N) - New

1311 - HEAT PUMP WATER HEATER GRANT

BUILT ENVIRONMENT

Project Manager: Jennifer West

DESCRIPTION

With this project, the Energy Council, on behalf of the Bay Area Regional Energy Network (BayREN), will catalyze the residential heat pump water heater market in the Bay Area. Efforts include contractor trainings, midstream incentives, and information for homeowners on the efficiency benefits of a heat pump water heater, leading more homeowners to purchase a HPWH when replacing a gas water heater in their homes.

FY 19-20 ACCOMPLISHMENTS

- Developed the program design and worked with Community Choice Aggregators (CCAs) and municipal utilities to maximize participation in providing uniform, regional incentives for their customers of \$1,000/HPWH.
- Worked with the supply chain to get buy-in and interest in promoting these incentives.
- Installed HP technology in low-income multifamily units.

FY 20-21 ACTIVITIES

- Engage manufacturers, distributors, and contractors to determine the most effective levers to incentivize heat pump water heaters and better understand the barriers in the supply chain. (O)
- Work with the CCAs and municipal utilities to design a program that any Bay Area utility can participate in to provide midstream incentives promoting HPWHs. (O)
- Train contractor installers on HPWHs to reduce bid discrepancy and variation, and provide a process for qualified contractors to receive incentives for installing HPWHs. (O)
- Through BayREN, provide a website and costing tool for the general public to better understand the benefits of HPWHs. (C)
- Through BayREN's Bay Area Multifamily Building Enhancement (BAMBE) program, install heat pump equipment serving at least 250 units in multifamily homes, based on income qualifications through the Bay Area Air Quality Management District's CARE program or as a disadvantaged community. (C)

PROJECT COST, FY 20-21

<u>Hard Costs</u>	<u>Labor Plus Overhead Costs</u>	<u>Total Cost</u>	<u>FTEs</u>
\$70,000	\$91,522	\$161,522	0.24

FUNDING SOURCE, FY 20-21

(40) Energy Council
\$161,522

FY 20-21 Activities: (C) - Carried over (O) - Ongoing (N) - New

Project Manager: Karen Kho

DESCRIPTION

The Bay Area Regional Energy Network (BayREN) is a partnership between the Agency, the Association of Bay Area Governments, and eight other county representatives in the Bay Area. Since 2013, BayREN has designed and administered regional energy efficiency programs with energy utility ratepayer funding. The Agency represents the interests of Alameda County jurisdictions within BayREN. The Energy Council Technical Advisory Group provides ongoing input into BayREN's regional programs and pilots and prioritizes local outreach activities. The California Public Utilities Commission approved BayREN's 10-year business plan (2018-2027) with an annualized budget.

FY 19-20 ACCOMPLISHMENTS

- Supported the BayREN residential incentive programs in launching new incentives for building electrification in January 2020.
- Implemented regional multifamily program, with average project energy savings of 15 percent. Provided incentives to 615 units in Alameda County and to a total of 5,730 in the Bay Area.
- Conducted multifamily outreach in Alameda County, including four property owner workshops in Berkeley, San Leandro, and Fremont, one direct mail campaign, and a modeling software training for industry professionals.
- Delivered 11 real estate education courses regionally, training 137 real estate professionals. Issued 2,447 Home Energy Scores in the Bay Area.
- Conducted single-family outreach throughout Alameda County, including 20 homeowner events, two business events, one realtor event, and one contractor event.
- Scheduled two local trainings on the new energy code and promoted quarterly regional forums on green building and energy policy.

FY 20-21 ACTIVITIES

- Lead and manage the operations of the regional multifamily rebate and financing programs. (O)
- Lead the regional green labeling program, including offering Home Energy Score in partnership with the Department of Energy and sponsoring real estate sector education. (O)
- Implement a codes and standards pilot project on energy efficiency and electrification. (N)
- Conduct local outreach in Alameda County for the single-family, multifamily, commercial, codes and standards, and water bill savings programs. (O)
- Participate in California Public Utilities Commission regulatory proceedings and evaluation studies on behalf of the multifamily and green labeling programs. (O)
- Coordinate BayREN programs with East Bay Community Energy and East Bay Energy Watch. (O)

PROJECT COST, FY 20-21

<u>Hard Costs</u>	<u>Labor Plus Overhead Costs</u>	<u>Total Cost</u>	<u>FTEs</u>
\$5,868,640	\$856,398	\$6,725,038	2.93

FUNDING SOURCE, FY 20-21

(40) Energy Council
\$6,725,038

FY 20-21 Activities: (C) - Carried over (O) - Ongoing (N) - New

Project Manager: Karen Kho

DESCRIPTION

Supports strategic planning, proposal development, and pilot projects for Energy Council priority areas. For FY 19-21, these priorities are building efficiency, building electrification, grid solutions, member agency services, and zero net carbon. Administrative charges that are specific to the Energy Council are also housed in this project.

FY 19-20 ACCOMPLISHMENTS

- Monitored SB 1477 regulations regarding establishment of funding for decarbonization programs and coordinated responses with partner organizations.
- Provided climate action plan update support to member agencies.
- Executed non-disclosure agreement with East Bay Community Energy and obtained data to improve targeting of existing energy programs.
- Initiated Earth Day 50th anniversary marketing collateral for member agencies.

FY 20-21 ACTIVITIES

- Monitor new funding opportunities and develop or partner on at least one new electrification program/proposal. (O)
- Recommend alternative metrics for energy programs and climate action progress to member agencies and regional and statewide partners. (N)
- Provide technical assistance to member agencies on GHG inventories and energy data access. (O)
- Engage Technical Advisory Group in updating Energy Council priorities in coordination with the 2020 Agency strategic alignment process. (N)
- Coordinate energy programs and targeting with East Bay Community Energy. (O)

PROJECT COST, FY 20-21

<u>Hard Costs</u>	<u>Labor Plus Overhead Costs</u>	<u>Total Cost</u>	<u>FTEs</u>
\$38,500	\$125,617	\$164,117	0.27

FUNDING SOURCE, FY 20-21

(40) Energy Council
\$164,117

1350 - BUILDING SERVICES & PARTNERSHIPS

BUILT ENVIRONMENT

Project Manager: Miya Kitahara

DESCRIPTION

Advances upstream building material strategies to reduce the amount of material eventually exiting the built environment as waste. Works with member agencies and partners to shift industry trends toward greater material efficiency, designing for circularity, and lowered embodied carbon.

FY 19-20 ACCOMPLISHMENTS

- Maintained industry partnerships and served on Build It Green Board.
- Developed Carbon Block Challenge, a city planning charrette-style board game to illustrate the material and climate impacts of build-out, construction, and policy scenarios.
- Provided educational opportunities for member agency staff to learn about the role of materials in carbon emissions from the built environment.
- Raised awareness of building materials and climate nexus at conferences: Getting to Zero, VERGE, and the California Climate Action Planning Conference.
- Produced a study analyzing opportunities and barriers (in the market, supply chains, and building codes) for using net carbon-storing building materials in a prototypical housing type in Alameda County.

FY 20-21 ACTIVITIES

- Build industry partnerships, including with Carbon Leadership Forum, Build It Green, US Green Building Council, and others to advance building material efficiency, circularity, and low-carbon materials. (O)
- Provide policy assistance to member agencies and develop templates and tools for building codes and other policies related to upstream building material management. (O)
- Coordinate with Project 2110 to support deconstruction and building material reuse as circularity strategies. (O)
- Provide technical assistance to member agencies to apply circularity principles or low carbon materials on a case study project. (C)
- Expand Carbon Block Challenge to allow more member agencies and industry users to consider the materials impact of city build-out. (N)

PROJECT COST, FY 20-21

<u>Hard Costs</u>	<u>Labor Plus Overhead Costs</u>	<u>Total Cost</u>	<u>FTEs</u>
\$40,000	\$257,267	\$297,267	0.58

FUNDING SOURCE, FY 20-21

<u>(21) 939 Fee</u>	<u>(33) RB Source Reduction</u>	<u>(34) RB Market Development</u>
\$29,727	\$118,907	\$148,634

FY 20-21 Activities: (C) - Carried over (O) - Ongoing (N) - New

1351 - EMBODIED CARBON BAAQMD GRANT

BUILT ENVIRONMENT

Project Manager: Miya Kitahara

DESCRIPTION

Grant funded project from the Bay Area Air Quality Management District in partnership with the County of Marin to address embodied greenhouse gas emissions in concrete.

FY 19-20 ACCOMPLISHMENTS

- Convened Bay Area Low Carbon Concrete Working Group.
- Delivered four pilot projects in the Bay Area and initiated technical assistance.
- Developed model policy language for limiting embodied carbon in construction.

FY 20-21 ACTIVITIES

- Disseminate model policy language and provide policy assistance to member agencies and other Bay Area local governments (N)

PROJECT COST, FY 20-21

<u>Hard Costs</u>	<u>Labor Plus Overhead Costs</u>	<u>Total Cost</u>	<u>FTEs</u>
\$37,500	\$8,491	\$45,991	0.02

FUNDING SOURCE, FY 20-21

(22) Externally Funded
\$45,991

FY 20-21 Activities: (C) - Carried over (O) - Ongoing (N) - New

Project Manager: Ben Cooper

DESCRIPTION

Advances key strategies connected to the Existing Buildings Energy Efficiency Action Plan specific to the multifamily sector to realize significant energy savings. There are more than 2.4 million existing multifamily dwelling units in California, which represents 23 percent of total housing units. In addition, over 47 percent of low-income residents in California live in multifamily units. The project will accelerate multifamily building upgrades by 1) enabling broader consideration of multifamily energy assessment ordinances; 2) ensuring that AB 802 benchmarking and disclosure is feasible in the multifamily sector; 3) developing a low-cost energy efficiency assessment tool; and 4) leveraging market-based mechanisms for building energy transparency and financing. This project is funded by a California Energy Commission Local Government Challenge grant focused on “Accelerating Multifamily Building Upgrades.”

FY 19-20 ACCOMPLISHMENTS

- Provided benchmarking technical assistance to multifamily building owners throughout the Bay Area.
- Convened the Multifamily Home Energy Retrofit Coordinating Committee.
- Completed Rental Housing Potential Study of multifamily rental inspection and licensing policies across the state as a point of entry for energy efficiency assessments.
- Continued policy assistance to the cities of Berkeley, Hayward, and Oakland.
- Released version 4 of EnergyPro Lite after piloting with City of Berkeley. Tool now in use with SoCalREN and SoCal Gas Multifamily Programs.

FY 20-21 ACTIVITIES

- Release comprehensive report on multifamily benchmarking in CA. (O)
- Develop recommendations to improve tenant access to energy efficiency data. (N)
- Continue development and dissemination of EnergyPro Lite for free and open use. (C)
- Complete report on housing finance coordination. (N)
- Continue policy assistance to the City of Berkeley. (C)

PROJECT COST, FY 20-21

<u>Hard Costs</u>	<u>Labor Plus Overhead Costs</u>	<u>Total Cost</u>	<u>FTEs</u>
\$189,000	\$96,858	\$285,858	0.30

FUNDING SOURCE, FY 20-21

(40) Energy Council
\$285,858

FY 20-21 Activities: (C) - Carried over (O) - Ongoing (N) - New

1359 - BUILDING SERVICES & PARTNERSHIPS (GNP FUNDED PORTION)

BUILT ENVIRONMENT

Project Manager: Miya Kitahara

DESCRIPTION

This is a sub-project to account for funding from the Grants to Nonprofits fund.

FY 19-20 ACCOMPLISHMENTS

- See 1350 - Building Services and Partnerships.

FY 20-21 ACTIVITIES

- See 1350 - Building Services and Partnerships.

PROJECT COST, FY 20-21

<u>Hard Costs</u>	<u>Labor Plus Overhead Costs</u>	<u>Total Cost</u>	<u>FTEs</u>
\$5,000		\$5,000	0.00

FUNDING SOURCE, FY 20-21

(32) RB Grant to Non Profit
\$5,000

FY 20-21 Activities: (C) - Carried over (O) - Ongoing (N) - New

2040 - RESOURCES FOR UPSTREAM PROJECTS (GNP FUNDED PORTION)

ADMIN/OTHER

Project Manager: Meri Soll

DESCRIPTION

Provides funding, technical support, and resources to entities conducting innovative projects that incorporate reuse, repair, deconstruction, product or process redesign, reduction, and redistribution of goods and other materials. The project supports work that emphasizes waste prevention over the need for disposal or recycling to support environmental sustainability and conservation of natural resources, and stimulate economic activity in the reuse and recovery sectors.

FY 19-20 ACCOMPLISHMENTS

- Hosted quarterly stakeholder meeting for reuse, repair, and recovery organizations to develop networking opportunities and better understand the industry.
- Improved grant application and coordinated with four other grant focus areas to create streamlined grant approach.
- Conducted extensive outreach activities to solicit grant applicants for all grant focus areas.
- Processed and managed grant funding agreements for several different grant focus areas, ensuring deliverables and schedules were properly met.
- Anticipated distribution of \$275,000 in grants.

FY 20-21 ACTIVITIES

- Continue to host and grow quarterly stakeholder group for reuse, repair, and recovery organizations to develop networking opportunities and better understand the industry. (O)
- Participate in pilot projects promoting reuse and redistribution of goods in place of recycling or disposal. (N)
- Develop outreach campaign promoting grant programs to all eligible entities including trade groups, businesses, manufacturers, and nonprofits. (N)
- Conduct site tours to potential grantees and stakeholder group participants. (O)
- Update *RE:Source* database to include reuse and repair infrastructure in Alameda County. (N)
- Expand reuse and repair web page. (N)

PROJECT COST, FY 20-21

<u>Hard Costs</u>	<u>Labor Plus Overhead Costs</u>	<u>Total Cost</u>	<u>FTEs</u>
\$183,000	\$211,007	\$394,007	0.47

FUNDING SOURCE, FY 20-21

(32) RB Grant to Non Profit
\$394,007

FY 20-21 Activities: (C) - Carried over (O) - Ongoing (N) - New

2049 - RESOURCES FOR UPSTREAM PROJECTS (FOR PROFIT GRANT FUNDS)

ADMIN/OTHER

Project Manager: Meri Soll

DESCRIPTION

This project is a companion project for 2040 - Resources for Upstream Projects. Project 2040 has the funding for nonprofits; this project is the funding for grants given to organizations not eligible for funding from the Recycling Board grants to nonprofits funding source.

FY 19-20 ACCOMPLISHMENTS

- See 2040 - Resources for Upstream Projects (GNP Funded Portion).

FY 20-21 ACTIVITIES

- See 2040 - Resources for Upstream Projects (GNP Funded Portion).

PROJECT COST, FY 20-21

<u>Hard Costs</u>	<u>Labor Plus Overhead Costs</u>	<u>Total Cost</u>	<u>FTEs</u>
\$150,000		\$150,000	0.00

FUNDING SOURCE, FY 20-21

<u>(21) 939 Fee</u>	<u>(34) RB Market Development</u>
\$15,000	\$135,000

2090 - MANDATORY RECYCLING ORDINANCE IMPLEMENTATION

ORGANICS/PACKAGING

Project Manager: Rachel Balsley

DESCRIPTION

Implements Mandatory Recycling Ordinance 2012-01 (MRO), which covers multifamily buildings with five or more units, commercial accounts, and in-county transfer stations and landfills. Also implements Plant Debris Landfill Ban Ordinance 2008-01. As of January 2020, all member agencies are fully opted-in to both Phase 1 and 2 of the MRO, covering both recyclables and organics.

FY 19-20 ACCOMPLISHMENTS

- Conducted more than 5,000 inspections of covered commercial and multifamily accounts.
- Mailed ordinance notification and warning letters to covered account holders based on violations found during inspections, as well as general enforcement letters to other commercial accounts.
- Issued more than 700 citations to covered account holders for violations found during inspections, with approval of jurisdictions' representatives.
- Reached out to more than 500 commercial accounts with waste reduction and compliance technical assistance, with priority given to accounts requesting assistance or receiving enforcement letters.
- Approved more than 300 businesses and multi-family properties for free indoor food scrap bins. (Transferred from Project 2420 - Business Assistance Supporting Activities.)
- Provided assistance to multifamily properties with implementing organics collection upon request, focusing on accounts that were sent administrative warnings or citations for lack of recycling or organics service.

FY 20-21 ACTIVITIES

- Conduct activities to enforce MRO requirements, including routine inspections and sending enforcement letters. (O)
- Provide technical assistance to at least 500 businesses and multifamily properties to help them divert recyclables and organics and comply with the MRO. (O)
- Reach out to covered accounts, haulers, member agencies, chambers, and associations regarding MRO requirements and support materials. (O)
- Continue to provide free indoor food scrap bins to businesses and multifamily properties throughout the county. (O)
- Once SB 1383 final regulations have been developed and analyzed, determine what MRO changes might be needed to align with those upcoming requirements to support member agencies' compliance. (O)

PROJECT COST, FY 20-21

<u>Hard Costs</u>	<u>Labor Plus Overhead Costs</u>	<u>Total Cost</u>	<u>FTEs</u>
\$519,500	\$1,558,806	\$2,078,306	5.25

FUNDING SOURCE, FY 20-21

<u>(21) 939 Fee</u>	<u>(30) RB Administration</u>	<u>(31) RB Discretionary</u>
\$415,661	\$935,238	\$727,407

FY 20-21 Activities: (C) - Carried over (O) - Ongoing (N) - New

2091 - MANDATORY RECYCLING TECHNICAL ASSISTANCE (EXTERNALLY FUNDED)

ORGANICS/PACKAGING

Project Manager: Rachel Balsley

DESCRIPTION

This project will allow member agencies to link to our Mandatory Recycling Ordinance Technical Assistance contract for additional technical assistance in their jurisdictions, if desired. Terms would be established through a Memorandum of Understanding with the respective agencies

FY 19-20 ACCOMPLISHMENTS

FY 20-21 ACTIVITIES

- The expenditures for this year are predicated on receiving funds from the cities of Oakland (\$105,000), Fremont (\$44,000) and Dublin (\$18,000) to link to our current technical assistance contract.

PROJECT COST, FY 20-21

<u>Hard Costs</u>	<u>Labor Plus Overhead Costs</u>	<u>Total Cost</u>	<u>FTEs</u>
\$167,000		\$167,000	0.00

FUNDING SOURCE, FY 20-21

(22) Externally Funded
\$167,000

2110 - CONSTRUCTION & DEMOLITION DEBRIS RECYCLING

BUILT ENVIRONMENT

Project Manager: Meri Soll

DESCRIPTION

Works with regional municipalities, trade organizations, environmental groups, and the private sector to promote deconstruction, building material reuse, and policy development relating to model deconstruction ordinance. Offers technical assistance to member agencies to support Construction & Demolition Debris Recycling (C&D) ordinance and code implementation, including incorporating Green Halo, a web-based C&D tracking tool, into jurisdiction permitting systems. Coordinates with local C&D facilities regarding diversion reporting. Provides technical assistance and outreach to the construction industry to increase jobsite recycling and deconstruction activities.

FY 19-20 ACCOMPLISHMENTS

- Participated in regional EPA Deconstruction Working Group meetings and projects.
- Co-chaired the California Resource Recovery Association's C&D technical council.
- Completed three-year program that provided monetary support for C&D recycling facilities to receive 3rd party certification.
- Hosted C&D working group meetings to provide support to member agencies regarding CALGreen Building Code C&D recycling requirements.

FY 20-21 ACTIVITIES

- Participate in Regional EPA Deconstruction Working Group to promote deconstruction and reuse in the Bay Area. (O)
- Participate in deconstructed wood greenhouse gas emission reduction study. (C)
- Host C&D meetings to support municipalities with C&D-related ordinances, laws, markets, and trends. (O)
- Coordinate Green Halo activities with municipalities and contractors. (O)
- Disseminate deconstruction and building material reuse services to industry as requested. (O)
- Coordinate with Project 1350 - Building Services and Partnerships on circular economy projects relating to building/deconstruction and building material reuse. (O)

PROJECT COST, FY 20-21

<u>Hard Costs</u>	<u>Labor Plus Overhead Costs</u>	<u>Total Cost</u>	<u>FTEs</u>
\$6,000	\$48,523	\$54,523	0.10

FUNDING SOURCE, FY 20-21

(24) Mitigation
\$54,523

FY 20-21 Activities: (C) - Carried over (O) - Ongoing (N) - New

Project Manager: Kelly Schoonmaker

DESCRIPTION

Covers activities related to the SB 1383 rulemaking process, including review and comment on draft regulatory text, convening the TAC SB 1383 workgroup, Food Recovery Stakeholders group, support to member agencies in SB 1383 adoption implementation, and associated travel and legal costs.

FY 19-20 ACCOMPLISHMENTS

- Convened SB 1383 TAC working group.
- Provided comments on regulations to CalRecycle.
- Provided templates and suggested comments to member agencies and other stakeholders.
- Updated WMA Board, Recycling Board, and member agency councils about SB 1383.
- Conducted resource analysis to identify and develop strategies for implementation and compliance with SB 1383.

FY 20-21 ACTIVITIES

- Support member agencies through advocacy on SB 1383. (O)
- Convene SB 1383 Workgroup and Food Recovery Stakeholders. (O)
- Communicate with CalRecycle regarding implementation. (C)
- Develop strategies, tools, and resources to support member agency compliance with SB 1383. (N)
- Conduct Edible Food Recovery Capacity study. (N)

PROJECT COST, FY 20-21

<u>Hard Costs</u>	<u>Labor Plus Overhead Costs</u>	<u>Total Cost</u>	<u>FTEs</u>
\$7,000	\$358,858	\$365,858	0.85

FUNDING SOURCE, FY 20-21

<u>(21) 939 Fee</u>	<u>(24) Mitigation</u>	<u>(31) RB Discretionary</u>
\$73,172	\$182,929	\$109,757

2141 - SB 1383 IMPLEMENTATION SUPPORT (ONE TIME EXPENSES)

ORGANICS

Project Manager: Kelly Schoonmaker

DESCRIPTION

This project consists of one-time hard costs to start implementation of SB 1383. See project 2140 for labor costs for SB 1383 implementation.

FY 19-20 ACCOMPLISHMENTS

- This is a new project for 2020-2021.

FY 20-21 ACTIVITIES

- Provide hard costs for edible food recovery capacity study, financial analysis to meet requirements, procurement tool development, CRM updates and software, and legal review.

PROJECT COST, FY 20-21

<u>Hard Costs</u>	<u>Labor Plus Overhead Costs</u>	<u>Total Cost</u>	<u>FTEs</u>
\$236,000		\$236,000	0.00

FUNDING SOURCE, FY 20-21

<u>(21) 939 Fee</u>	<u>(24) Mitigation</u>	<u>(31) RB Discretionary</u>
\$70,800	\$118,000	\$47,200

FY 20-21 Activities: (C) - Carried over (O) - Ongoing (N) - New

2220 - MEASURE D DISBURSEMENT

ADMIN/OTHER

Project Manager: Meri Soll

DESCRIPTION

Provides appropriations from the Recycling Fund to qualifying municipalities. As per County Charter requirements, 50 percent of fund revenues are disbursed quarterly to participating agencies based on population. Funds are designated for the continuation and expansion of municipal recycling programs.

FY 19-20 ACCOMPLISHMENTS

- Disbursed funds in a timely manner.
- Received annual expenditure reports from all 16 member agencies.

FY 20-21 ACTIVITIES

- Disburse funds in a timely manner. (O)
- Receive and review annual expenditure reports from all 16 member agencies. (O)
- Coordinate with five-year audit contractor. (N)

PROJECT COST, FY 20-21

<u>Hard Costs</u>	<u>Labor Plus Overhead Costs</u>	<u>Total Cost</u>	<u>FTEs</u>
\$4,927,010		\$4,927,010	0.00

FUNDING SOURCE, FY 20-21

(27) RB Municipalities
\$4,927,010

2311 - USED OIL RECYCLING GRANT

ADMIN/OTHER

Project Manager: Robin Plutchok

DESCRIPTION

Coordinates countywide media campaign to promote recycling and proper disposal of used motor oil and filters. Member agencies contribute a percentage of their CalRecycle Used Oil Payment Program funds toward a countywide effort. By working together, member agencies are able to provide consistent messaging, avoid duplication, and leverage funding.

FY 19-20 ACCOMPLISHMENTS

- Coordinated member agency working group to plan and implement media campaign.
- Implemented countywide media campaign promoting recycling and proper disposal of used motor oil and filters with funds from member agency CalRecycle payment program. Campaign generated approximately 30 million impressions.
- Coordinated efforts with Contra Costa County.
- Participated in regional Rider's Recycle program promoting motor oil recycling to motorcycle riders.

FY 20-21 ACTIVITIES

- Implement countywide media campaign promoting used oil and filter recycling with funds contributed from member agency CalRecycle Payment Program funds. (O)
- Coordinate with member agencies to ensure receipt of CalRecycle Used Oil Payment Program contributions. (O)

PROJECT COST, FY 20-21

<u>Hard Costs</u>	<u>Labor Plus Overhead Costs</u>	<u>Total Cost</u>	<u>FTEs</u>
\$150,500	\$10,103	\$160,603	0.05

FUNDING SOURCE, FY 20-21

(22) Externally Funded
\$160,603

FY 20-21 Activities: (C) - Carried over (O) - Ongoing (N) - New

2312 - HOUSEHOLD HAZARDOUS WASTE FACILITIES

ADMIN/OTHER

Project Manager: Pat Cabrera

DESCRIPTION

Provides administration of the Memorandum of Understanding (MOU) between the WMA and the County Department of Environmental Health for the operation of the Countywide Household Hazardous Waste (HHW) and Small Quantity Generator Program, which includes drop-off facilities in Oakland, Hayward, and Livermore. Provides promotional and marketing support for the Countywide Household Hazardous Waste Program for the County facilities and one-day events. Also provides for administration of the MOU between the WMA and the City of Fremont, which provides funding for Fremont's HHW facility.

FY 19-20 ACCOMPLISHMENTS

- Amended HHW ordinance, which lowered and maintains the HHW Collection and Disposal fee to \$6.64 per residential unit until at least June 30, 2024.
- Finalized new MOUs with the County and the City of Fremont.
- Promoted program through direct mail, targeted online media buys, and social media.
- County participation (prior to the shutdown due to COVID-19 shelter in place) totaled over 40,000 (includes one day events).
- Fremont facility (remaining in operation during shelter in place) has served over 10,000 households through January.

FY 20-21 ACTIVITIES

- Ensure that the specific requirements outlined in the two MOUs are met. (O)
- Ensure timely delivery of data to the assessor's office for the HHW fee to appear on the property tax bills and pursue collection of the fee from property owners that are exempt from property taxes or did not receive a bill. (O)
- Continue to promote one-day events and the facilities through direct mail, targeted online media buys, and social media. (O)

PROJECT COST, FY 20-21

<u>Hard Costs</u>	<u>Labor Plus Overhead Costs</u>	<u>Total Cost</u>	<u>FTEs</u>
\$6,976,664	\$130,828	\$7,107,492	0.29

FUNDING SOURCE, FY 20-21

(28) HHW Fees
\$7,107,492

FY 20-21 Activities: (C) - Carried over (O) - Ongoing (N) - New

3021 - MISCELLANEOUS GRANTS & PASS THROUGHs

ADMIN/OTHER

Project Manager: Pat Cabrera

DESCRIPTION

Allows for the expenditure of miscellaneous grants that are less than \$50,000. In 2010, the WMA Board adopted a policy that allows the Executive Director or designee to accept individual grants up to \$50,000 without Board approval. The policy also allows the Executive Director to expend up to the individual grant amount (not to exceed \$50,000), provided that an appropriation to expend miscellaneous grants is budgeted. This appropriation of \$300,000 is an estimate of what these smaller grants may total in the upcoming fiscal year, and will be adjusted in subsequent fiscal years as needed. In addition this project will cover additional pass through monies to member agencies and RPPP if revenue exceeds estimates. An additional \$400,000 is budgeted for this purpose.

FY 19-20 ACCOMPLISHMENTS

- No grants less than \$50,000 received in FY 18-19, none anticipated in FY 19-20.

FY 20-21 ACTIVITIES

- Administer grants under \$50,000 as needed. (O).
- Disburse additional pass through funds if needed. (N)

PROJECT COST, FY 20-21

<u>Hard Costs</u>	<u>Labor Plus Overhead Costs</u>	<u>Total Cost</u>	<u>FTEs</u>
\$700,000		\$700,000	0.00

FUNDING SOURCE, FY 20-21

(22) Externally Funded
\$700,000

FY 20-21 Activities: (C) - Carried over (O) - Ongoing (N) - New

3210 - PROPERTY MANAGEMENT

ADMIN/OTHER

Project Manager: Kelly Schoonmaker

DESCRIPTION

Provides property management services and oversight for WMA-owned property in the Altamont Hills in eastern Alameda County. Management and oversight includes property maintenance, lease development, cattle grazing licensing, revenue collection and enhancement, and other land-related activities with the objective of preserving the natural assets in a public trust, generating revenue, and managing risk.

FY 19-20 ACCOMPLISHMENTS

- Maintained property and managed leases and cattle grazing licenses.
- Began repair of corrals
- Worked with ranching tenant and Natural Resource Conservation Service to implement water distribution improvements for better grazing coverage.
- Entered into new lease at Parcel 6 for a telecommunication tower.
- Entered into new lease for bird observation towers and cameras.

FY 20-21 ACTIVITIES

- Oversee property maintenance and manage easements, leases, and licenses. (O)
- Represent the WMA as property manager in all transactions and in management of WMA Property. (O)
- Oversee collection of revenue from lessees and licensees. (O)

PROJECT COST, FY 20-21

<u>Hard Costs</u>	<u>Labor Plus Overhead Costs</u>	<u>Total Cost</u>	<u>FTEs</u>
\$41,000	\$78,661	\$119,661	0.21

FUNDING SOURCE, FY 20-21

(24) Mitigation
\$119,661

FY 20-21 Activities: (C) - Carried over (O) - Ongoing (N) - New

3211 - CONSERVATION EASEMENT MAINTENANCE

ADMIN/OTHER

Project Manager: Kelly Schoonmaker

DESCRIPTION

Dedicated to the management of the conservation easement on WMA property in the Altamont Hills, accepts endowment funds from the California Rangeland Trust (CRT) to manage and maintain this parcel to meet the goal of the Conservation Easement Management Plan.

FY 19-20 ACCOMPLISHMENTS

- Worked with CRT to schedule maintenance activities, schedule monitoring visits, and create management and expenditure report.

FY 20-21 ACTIVITIES

- Oversee management and maintenance of easement to meet conservation goals established in the Conservation Easement Management Plan. (O)
- Prepare annual report for CRT on management of easement. (O)

PROJECT COST, FY 20-21

<u>Hard Costs</u>	<u>Labor Plus Overhead Costs</u>	<u>Total Cost</u>	<u>FTEs</u>
\$60,000	\$2,882	\$62,882	0.01

FUNDING SOURCE, FY 20-21

(22) Externally Funded
\$62,882

FY 20-21 Activities: (C) - Carried over (O) - Ongoing (N) - New

3230 - TECHNICAL ADVISORY COMMITTEE

ADMIN/OTHER

Project Manager: Meghan Starkey

DESCRIPTION

Provides staffing and coordination for the Technical Advisory Committee (TAC), comprised of staff from the Waste Management Authority’s member agencies. Provides information to member agencies on franchise terms and contracts, as well as rates and services.

FY 19-20 ACCOMPLISHMENTS

- Held monthly meetings of the TAC.
- Solicited input on implementation of Agency projects.
- Provided regular updates to TAC on topics of interest.
- Convened regular meetings of sub-group to review draft regulations for SB 1383 and facilitate member agency input to CalRecycle.
- Convened quarterly meetings of the National Sword Task Force to coordinate consumer messaging and approaches to minimizing contamination of the recycling stream.

FY 20-21 ACTIVITIES

- Provide regular updates to TAC on Agency programs. (O)
- Facilitate regular meetings of the TAC group regarding implementation of SB 1383. (C)
- Solicit input on Agency initiatives, including implementation of priority projects. (O)
- Facilitate monthly TAC meetings. (O)

PROJECT COST, FY 20-21

<u>Hard Costs</u>	<u>Labor Plus Overhead Costs</u>	<u>Total Cost</u>	<u>FTEs</u>
\$5,300	\$94,544	\$99,844	0.20

FUNDING SOURCE, FY 20-21

(21) 939 Fee
\$99,844

3240 - FEE ENFORCEMENT

ADMIN/OTHER

Project Manager: Elese Lebsack

DESCRIPTION

Implements ACWMA Ordinance 2009-01 (939/Facility Fee) and other fee-related ACWMA ordinances.

FY 19-20 ACCOMPLISHMENTS

- Processed reports and payments from haulers reporting tons from Alameda County that were disposed in non-Alameda County facilities.
- Conducted investigations of haulers not reporting or remitting facility fees.

FY 20-21 ACTIVITIES

- Represent WMA on statutory fee administration and authorization to regulated parties, government entities, legal counsels, CalRecycle, and other parties as needed. (O)
- Manage hauler data and coordinate with the state's Disposal Reporting System. (O)
- Investigate fee avoidance and work to bring haulers into compliance. (O)

PROJECT COST, FY 20-21

<u>Hard Costs</u>	<u>Labor Plus Overhead Costs</u>	<u>Total Cost</u>	<u>FTEs</u>
\$35,400	\$151,388	\$186,788	0.38

FUNDING SOURCE, FY 20-21

(21) 939 Fee
\$186,788

FY 20-21 Activities: (C) - Carried over (O) - Ongoing (N) - New

Project Manager: Kelly Schoonmaker

DESCRIPTION

Focuses on carbon farm planning on WMA property in the Altamont Pass area. The project includes the development of WMA Carbon Farm Plan and management of associated pilot projects on the property in collaboration with the Alameda County Resource Conservation District (ACRCD), seeking of external funding to support carbon farming planning, education, and outreach.

FY 19-20 ACCOMPLISHMENTS

- Began implementation of Carbon Farm Plan.
- Conducted field trip to WMA property to demonstrate compost application to farmers and ranchers.
- Studied feasibility of providing funding to carbon farming as a CEQA mitigation measure.

FY 20-21 ACTIVITIES

- Expand implementation of WMA Carbon Farm Plan. (C)
- Conduct field trips and site visits to WMA property to educate other land owners and ranchers about carbon farm planning. (C)
- Continue to develop external funding streams to expand carbon farming in Alameda County. (C)

PROJECT COST, FY 20-21

<u>Hard Costs</u>	<u>Labor Plus Overhead Costs</u>	<u>Total Cost</u>	<u>FTEs</u>
\$20,000	\$78,302	\$98,302	0.19

FUNDING SOURCE, FY 20-21

<u>(21) 939 Fee</u>	<u>(34) RB Market Development</u>
\$49,151	\$49,151

3259 - CARBON FARM PLANNING & IMPLEMENTATION - MATERIALS

ORGANICS

Project Manager: Kelly Schoonmaker

DESCRIPTION

This is a companion project to 3250 solely for the matching funds for the purchase of the compost application. Funding comes from Recycling Board Market Development Fund.

FY 19-20 ACCOMPLISHMENTS

- See 3250 - Carbon Farm Planning & Implementation.

FY 20-21 ACTIVITIES

- See 3250 - Carbon Farm Planning & Implementation.

PROJECT COST, FY 20-21

<u>Hard Costs</u>	<u>Labor Plus Overhead Costs</u>	<u>Total Cost</u>	<u>FTEs</u>
\$5,000		\$5,000	0.00

FUNDING SOURCE, FY 20-21

(34) RB Market Development
\$5,000

FY 20-21 Activities: (C) - Carried over (O) - Ongoing (N) - New

3270 - MISCELLANEOUS GRANT CLOSEOUTS

ADMIN/OTHER

Project Manager: Nisha Patel

DESCRIPTION

Coordinate with 11 public agencies to provide performance reporting for Prop 84 2014 Drought Round Grants.

FY 19-20 ACCOMPLISHMENTS

- The scope of this project was modified due to staffing changes, and narrowed to focus on closeout of one existing major contract.

FY 20-21 ACTIVITIES

- Submission of final project completion report as administrator for 11 participating agencies.
- Final retention released and disbursement.
- Submitted Year 1 of 4 post completion report.

PROJECT COST, FY 20-21

<u>Hard Costs</u>	<u>Labor Plus Overhead Costs</u>	<u>Total Cost</u>	<u>FTEs</u>
\$5,000	\$15,108	\$20,108	0.04

FUNDING SOURCE, FY 20-21

(21) 939 Fee
\$20,108

Project Manager: Justin Lehrer

DESCRIPTION

Develops policy, infrastructure, and capacity for greater adoption of reusable food ware in Alameda County.

FY 19-20 ACCOMPLISHMENTS

- Convened a task force and solicited input and participation from member agency staff interested in reusable food ware policy.
- Tracked progress and development of municipal food ware policies regionally, nationally, and internationally.
- Researched and engaged with emergent reusable food ware product and service providers to learn more about the progress and challenges this industry faces.
- Proposed three policy approaches for Alameda County (countywide ordinance, model ordinance, and pilot projects) and solicited Board direction.
- Began planning and working with member agencies to identify opportunities for reusable food ware pilot projects.

FY 20-21 ACTIVITIES

- Launch pilot projects to evaluate reusable food ware solutions and develop local reuse infrastructure. (N)
- Complete RFQ process to identify qualified services and solutions for reusable food ware services and technical assistance. (N)
- Oversee delivery of technical assistance and provide incentive funding to food service operations for conversion to reusable food ware. (O)
- Continue to convene member agency task force to gather input and assistance with reusable food ware policy. (O)
- Develop outreach and informational tools for food service operators and consumers to support participation in AB 619 allowing the use of reusable containers in food service operations. (N)
- Seek Board direction on, and implement, countywide reusable food ware policy. (N)
- Develop and distribute outreach tools and materials providing guidance on food service ware purchasing, reusable food ware, and related topics. (N)
- Follow national and regional programs relating to reusable food ware infrastructure and ordinances. (O)

PROJECT COST, FY 20-21

<u>Hard Costs</u>	<u>Labor Plus Overhead Costs</u>	<u>Total Cost</u>	<u>FTEs</u>
\$230,000	\$310,660	\$540,660	0.72

FUNDING SOURCE, FY 20-21

<u>(21) 939 Fee</u>	<u>(30) RB Administration</u>	<u>(33) RB Source Reduction</u>	<u>(34) RB Market Development</u>
\$108,132	\$108,132	\$81,099	\$243,297

FY 20-21 Activities: (C) - Carried over (O) - Ongoing (N) - New

3281 - REUSABLE FOOD WARE (ONE TIME EXPENSES)

PACKAGING

Project Manager: Justin Lehrer

DESCRIPTION

This project consists of one-time hard costs to fund CEQA analysis for a potential reusable food ware ordinance. See project 3280 for labor costs and additional project information.

FY 19-20 ACCOMPLISHMENTS

- See 3280 - Reusable Food Ware.

FY 20-21 ACTIVITIES

- Using an RFP process, if needed, engage consultant services to assist with the development of a countywide Environmental Impact Report.

PROJECT COST, FY 20-21

<u>Hard Costs</u>	<u>Labor Plus Overhead Costs</u>	<u>Total Cost</u>	<u>FTEs</u>
\$85,000		\$85,000	0.00

FUNDING SOURCE, FY 20-21

<u>(21) 939 Fee</u>	<u>(32) RB Grant to Non Profit</u>
\$1,700	\$83,300

Project Manager: Emily Alvarez

DESCRIPTION

Perform general planning duties for the Agency, including considering and making recommendations on updates to the Countywide Integrated Waste Management Plan (ColWMP). Research, review, and comment on documents, including Environmental Impact Reports (EIRs) and long-term plans, related to Agency goals, such as solid waste reduction and climate change. Maintain relationships with local jurisdictions' planning staff. Assist member agencies with climate work and provide planning support related to materials and energy, including circular economy, embodied carbon, consumption-based emissions, and energy efficiency.

FY 19-20 ACCOMPLISHMENTS

- Reviewed and responded to EIRs.
- Completed a comprehensive update to the current ColWMP.
- Assisted member agencies with the development of climate action plans, including incorporation of consumption-based emissions, embodied carbon, and carbon farming actions.

FY 20-21 ACTIVITIES

- Respond to local, regional, and state plans that address and reinforce Agency priorities. (O)
- Process applications for amendments to the ColWMP in accordance with adopted procedures and legal requirements. (O)
- Explore adoption and administration of Recycling Market Development Zone program countywide. (N)
- Continue to explore the formation of a countywide Recycling Market Development Zone (RMDZ) (O)
- Track relevant CEQA updates and precedents, as they relate to the Agency's review and comment on EIRs. (O)
- Assist member agencies with climate action plan updates to incorporate emissions reduction strategies related to materials, embodied carbon, and adaptation measures using organic materials. (O)
- Partner with the West Coast Climate and Materials Management Forum, UC Berkeley Cool Climate Network, Urban Sustainability Directors Network, and others to advance consumption-based emissions inventory practices. (O)
- Promote circular economy principles with new audiences, including economic development agencies and departments and elected officials. (O)
- Initiate regional conversations for creating local circular economy markets to reduce environmental impacts, create economic opportunities, and build resiliency against changing international market conditions. (N)

PROJECT COST, FY 20-21

<u>Hard Costs</u>	<u>Labor Plus Overhead Costs</u>	<u>Total Cost</u>	<u>FTEs</u>
\$45,500	\$153,756	\$199,256	0.36

FUNDING SOURCE, FY 20-21

<u>(21) 939 Fee</u>	<u>(24) Mitigation</u>	<u>(33) RB Source Reduction</u>	<u>(34) RB Market Development</u>
\$69,740	\$39,851	\$19,926	\$69,740

FY 20-21 Activities: (C) - Carried over (O) - Ongoing (N) - New

3416 - COIWMP AMENDMENTS APPLICATION

PLANNING

Project Manager: Wendy Sommer & Emily Alvarez

DESCRIPTION

Considers and makes recommendations on amendments to the Countywide Integrated Waste Management Plan (CoIWMP).

FY 19-20 ACCOMPLISHMENTS

- No CoIWMP amendments were made in 2019.

FY 20-21 ACTIVITIES

- Submit proposed amendments to the WMA Board for review and approval. (O)
- Process applications for amendments to the CoIWMP in accordance with adopted procedures and legal requirements. (O)

PROJECT COST, FY 20-21

<u>Hard Costs</u>	<u>Labor Plus Overhead Costs</u>	<u>Total Cost</u>	<u>FTEs</u>
\$30,000		\$30,000	0.00

FUNDING SOURCE, FY 20-21

(22) Externally Funded
\$30,000

FY 20-21 Activities: (C) - Carried over (O) - Ongoing (N) - New

3460 - FIVE-YEAR AUDIT

ADMIN/OTHER

Project Manager: Meri Soll

DESCRIPTION

Provides for a five-year financial compliance and programmatic Recycling Board Audit, as per Measure D. Financial audit occurs in two phases, while program audit is conducted separately, covering all five years. Audit covers both StopWaste and member agencies.

FY 19-20 ACCOMPLISHMENTS

- Drafted and released RFP for Financial and Compliance Audit for Phase I (FY 16-17, 17-18 and 19-20).
- Reviewed RFP responses, interviewed and selected consultant to conduct Financial Audit.
- Presented to Recycling Board for contractor selection and approval to enter into contract.
- Processed and managed contract for adherence to schedule and budget.
- Coordinated with member agency staff to utilize financial data entered into Agency's online reporting system.

FY 20-21 ACTIVITIES

- Conduct Phase I of the five-year financial Recycling Board Audit as per Measure D. (O)
- Coordinate activities with selected Auditor (Crowe LLP), StopWaste finance team, as well as member agency staff to ensure all required data is accessible for audit review. (O)

PROJECT COST, FY 20-21

<u>Hard Costs</u>	<u>Labor Plus Overhead Costs</u>	<u>Total Cost</u>	<u>FTEs</u>
\$89,683	\$23,546	\$113,229	0.05

FUNDING SOURCE, FY 20-21

(32) RB Grant to Non Profit
\$113,229

FY 20-21 Activities: (C) - Carried over (O) - Ongoing (N) - New

Project Manager: Meghan Starkey

DESCRIPTION

Provides ongoing measurement and analysis of progress toward Agency goals. Identifies appropriate measures and/or indicators to assess progress toward Board-approved interim goals and program evaluation. Conducts field sampling as well as other studies.

FY 19-20 ACCOMPLISHMENTS

- Supported development of Agency indicators and use of data to inform program design.
- Conducted Food Waste Prevention Study to estimate quantity and type of recoverable food, including prepared food, in “tier one”/large businesses under SB 1383.
- Implemented grant from BAAQMD to test use of cameras inside compost bins for minimizing contamination, including significant sampling to determine effectiveness.
- Adapted Natural Resources Defense Council’s Edible Food calculator for member agencies, and pre-populated data for their use.
- Finished field study to evaluate impacts of MRO implementation of organics in Newark and Union City.

FY 20-21 ACTIVITIES

- Support development of programmatic metrics and goals. (N)
- Provide analysis for program and agency progress. (N)
- Undertake studies in priority programs. (N)

PROJECT COST, FY 20-21

<u>Hard Costs</u>	<u>Labor Plus Overhead Costs</u>	<u>Total Cost</u>	<u>FTEs</u>
\$46,200	\$367,685	\$413,885	1.04

FUNDING SOURCE, FY 20-21

<u>(21) 939 Fee</u>	<u>(32) RB Grant to Non Profit</u>
\$41,389	\$372,497

FY 20-21 Activities: (C) - Carried over (O) - Ongoing (N) - New

3510 - GENERAL AGENCY COMMUNICATION

COMMUNICATIONS

Project Manager: Jeff Becerra

DESCRIPTION

Provides general oversight, coordination, and technical assistance to Agency in areas of public relations, advertising, customer research, and communications. Includes broad audience resources such as websites, social media, customer service, and the *RE:Source* online search tool.

FY 19-20 ACCOMPLISHMENTS

- Responded to approximately 150 requests per month for recycling assistance via phone and email.
- Produced quarterly electronic newsletters to keep stakeholders up to date on key Agency activities.
- Educated residents, businesses, and schools with easy to understand waste reduction information via website, phone, social media, and *RE:Source* online search tool.
- Launched *RE:Source* online search tool and app as an update to RecycleWhere?.

FY 20-21 ACTIVITIES

- Expand reach of Agency programs through sponsorships. (O)
- Educate residents, businesses, and schools with easy to understand waste reduction information via website, phone, social media, and *RE:Source* online search tool and app. (O)
- Produce quarterly electronic newsletters and monthly topic briefs to keep stakeholders up to date on key Agency activities. (O)

PROJECT COST, FY 20-21

<u>Hard Costs</u>	<u>Labor Plus Overhead Costs</u>	<u>Total Cost</u>	<u>FTEs</u>
\$123,500	\$1,325,809	\$1,449,309	3.36

FUNDING SOURCE, FY 20-21

<u>(21) 939 Fee</u>	<u>(24) Mitigation</u>	<u>(30) RB Administration</u>	<u>(31) RB Discretionary</u>
\$724,655	\$362,327	\$217,396	\$144,931

FY 20-21 Activities: (C) - Carried over (O) - Ongoing (N) - New

3519 - GENERAL COMMUNICATION (GNP FUNDED PORTION)

COMMUNICATIONS

Project Manager: Jeff Becerra

DESCRIPTION

This is a sub-project to account for sponsorships to nonprofit organizations using the Grants to Nonprofits fund.

FY 19-20 ACCOMPLISHMENTS

- See 3510 - General Agency Communication.

FY 20-21 ACTIVITIES

- See 3510 - General Agency Communication.

PROJECT COST, FY 20-21

<u>Hard Costs</u>	<u>Labor Plus Overhead Costs</u>	<u>Total Cost</u>	<u>FTEs</u>
\$9,000		\$9,000	0.00

FUNDING SOURCE, FY 20-21

(32) RB Grant to Non Profit
\$9,000

FY 20-21 Activities: (C) - Carried over (O) - Ongoing (N) - New

Project Manager: Jeff Becerra

DESCRIPTION

Promotes Agency priorities at state level through legislative and regulatory processes. Implements Agency programmatic priorities via strategic advocacy efforts.

FY 19-20 ACCOMPLISHMENTS

- Provided support of bills addressing Agency priorities.
- Coordinated efforts with partners California Product Stewardship Council and Californians Against Waste.
- Engaged member agency staff and provided input on the development of regulations for SB 1383.

FY 20-21 ACTIVITIES

- With input from Board, monitor, analyze, and respond to legislation and regulations. (O)
- Work with East Bay legislators to promote agency priorities and raise agency profile. (O)
- Continue and expand working relationships with established regional, state, and/or national organizations. (O)
- Continue to provide technical and topic expertise to legislative teams on bills reflecting Agency priorities. (O)

PROJECT COST, FY 20-21

<u>Hard Costs</u>	<u>Labor Plus Overhead Costs</u>	<u>Total Cost</u>	<u>FTEs</u>
\$54,000	\$171,083	\$225,083	0.33

FUNDING SOURCE, FY 20-21

(21) 939 Fee
\$225,083

FY 20-21 Activities: (C) - Carried over (O) - Ongoing (N) - New

3539 - LEGISLATION (GNP FUNDED PORTION)

PLANNING

Project Manager: Jeff Becerra

DESCRIPTION

This is a sub-project to account for sponsorships to nonprofit organizations using the Grants to Nonprofits fund.

FY 19-20 ACCOMPLISHMENTS

- See 3530 - Legislation.

FY 20-21 ACTIVITIES

- See 3530 - Legislation.

PROJECT COST, FY 20-21

<u>Hard Costs</u>	<u>Labor Plus Overhead Costs</u>	<u>Total Cost</u>	<u>FTEs</u>
\$37,500		\$37,500	0.00

FUNDING SOURCE, FY 20-21

(32) RB Grant to Non Profit
\$37,500

FY 20-21 Activities: (C) - Carried over (O) - Ongoing (N) - New

Project Manager: Jeanne Nader

DESCRIPTION

Provides training and oversight for the Agency's general outreach activities, including the train-the-trainer program for community educators. Supports the Agency's priorities (organics and upstream focus areas) in messaging on the food cycle to residents and identifies partners who can reach an even wider audience. Coordinates closely with Schools Community-Based Outreach to leverage collaborative opportunities between youth and community members.

FY 19-20 ACCOMPLISHMENTS

- Four SWEET grads returned to the class to teach sections, lead activities, and cross train participants at community events.
- Five SWEET grads organized their own educational events in coordination with their organizations, including food waste-related cooking classes at Ecology Center, and presentations to church members.
- Projected to reach 1,000 people at up to 20 public events, workshops, and community presentations, with an additional 100 more people reached through digital Earth Day outreach.
- Held two community group tours at the Davis St. Ed Center with support from Schools-Based Community Outreach.
- Partnered with 10 urban farms on carbon farming and soil testing. Three of the farms have hosted public workshops on healthy soil and growing food, and one hosted a film screening and education session on carbon farming.
- Connected urban farm partners with grant and technical assistance from StopWaste partners - UC Cooperative Extension and Alameda County Resource Conservation District.
- Provided support and technical assistance to two water agencies and a member agency who are organizing their own sheet mulching workshops and a lawn-to-garden party.

FY 20-21 ACTIVITIES

- Refine and implement the train-the-trainer program for field outreach, including internal staff, member agencies, and external volunteers. (O)
- Coordinate and implement countywide community outreach to support the food cycle, upstream priorities, food waste reduction, and the carbon-compost connection to climate change. (O)
- Continue to cultivate and deepen relationships with community leaders, organizations, and public agency partners to expand outreach opportunities. (O)

PROJECT COST, FY 20-21

<u>Hard Costs</u>	<u>Labor Plus Overhead Costs</u>	<u>Total Cost</u>	<u>FTEs</u>
\$50,900	\$641,122	\$692,022	2.15

FUNDING SOURCE, FY 20-21

<u>(21) 939 Fee</u>	<u>(30) RB Administration</u>	<u>(33) RB Source Reduction</u>
\$380,612	\$276,809	\$34,601

FY 20-21 Activities: (C) - Carried over (O) - Ongoing (N) - New

Project Manager: Jeanne Nader

DESCRIPTION

Partners with nonprofit community organizations to educate and activate members to reduce wasted food and reconsider reusables packaging for shopping and storage. Collaborates with grantees to expand public outreach and a community network around food cycle education.

FY 19-20 ACCOMPLISHMENTS

- Grantees A-1 Community Housing Partners, Eden Garden, Fremont LEAF, 18 Reasons, and Mandela Partners will have completed their grant projects, collectively engaging and educating 2,000 people on tools to prevent wasted food.
- Fremont LEAF organized their own Stop Food Waste workshop and piloted a Stop Packaging Waste workshop.
- Community Impact Lab piloted a joint stop food waste and beeswax making workshop to reflect the nexus of reusables with food storage.
- Grantees continued to support outreach with food waste prevention education.

FY 20-21 ACTIVITIES

- Identify and partner with up to four community organizations on Food Waste Reduction Outreach grants. Share their stories with general public and other stakeholders. (O)
- Pilot new Food Waste Reduction - Reusable Food Ware workshop through grantees and expand to general public outreach. (O)
- Connect grantees to other community organizations, SWEET grads, and school networks where relevant. (O)
- Evaluate the grant program and effectiveness in engaging larger community on food waste reduction and raising awareness about reusable food ware. (O)

PROJECT COST, FY 20-21

<u>Hard Costs</u>	<u>Labor Plus Overhead Costs</u>	<u>Total Cost</u>	<u>FTEs</u>
\$30,000	\$60,250	\$90,250	0.17

FUNDING SOURCE, FY 20-21

(32) RB Grant to Non Profit
\$90,250

Project Manager: Angelina Vergara

DESCRIPTION

Educates students and school champions in environmental awareness and waste reduction behaviors and supports their actions and influence as messengers of waste reduction at school, at home, and in their community. Provides education to students, families, parents, teachers, school leaders, school district staff, and environmental education partners.

FY 19-20 ACCOMPLISHMENTS

- In partnership with Waste Management's Davis Street Transfer Station and Fremont BLT Enterprises Transfer Station, led 140 educational tours to 7,000 students; taught 800 teachers and parent chaperones about food waste prevention and reduction at home and at school; and collected 7,000 parent surveys on skills, attitudes, and behaviors on food waste reduction.
- In partnership with member agencies, served 6,000 students, parents, residents, school leaders, and community members through the 4Rs Student Action Project, StopWaste Ambassador Program, and StopWaste Stakeholder Network programs and technical assistance programs. Collected 300 parent surveys on skills, attitudes, and behaviors on food waste reduction.
- In partnership with StopWaste Smart Cafeteria Initiative and member agencies, launched seven Stop Food Waste School Challenges and classroom programs aligned with CalRecycle Food Waste Reduction and Food Recovery grant deliverables.

FY 20-21 ACTIVITIES

- Implement educational tours that include family outreach and operations and maintenance of education centers at Fremont and Davis Street Transfer Station.
- Conduct 4Rs Student Action Projects, and lead StopWaste Stakeholder Network, which includes Train-The-Trainer 4Rs Friday program. (O)
- Evaluate the strategic plan for schools-based community outreach as aligned with Agency guidelines. (O)
- Collect qualitative and quantitative data on community outreach and behavior change from program participants and provide periodic reports to the Board, member agencies, and stakeholders. (O)
- Implement schools associate program, including recruiting, hiring, professional development, and coaching for schools-based community outreach associates. (C)
- Administer StopWaste educator technical assistance, StopWaste Priority District and Anchor School stipends, bin program, curriculum and website content development, e-news and social media, Action Kit Program, and provide technical assistance as needed for K-12 school partners. (O)

PROJECT COST, FY 20-21

<u>Hard Costs</u>	<u>Labor Plus Overhead Costs</u>	<u>Total Cost</u>	<u>FTEs</u>
\$244,500	\$1,175,357	\$1,419,857	5.28

FUNDING SOURCE, FY 20-21

<u>(21) 939 Fee</u>	<u>(31) RB Discretionary</u>
\$851,914	\$567,943

FY 20-21 Activities: (C) - Carried over (O) - Ongoing (N) - New

APPENDIX A

COIWMP GOALS BY PROJECT

COIWMP GOALS BY PROJECT

Project	FY20-21 Budget	Topic Area	Disposal Capacity	Infrastructure	Materials Mgt	Public Engagement	Regional Collaboration	Funding
Carbon Farm Planning & Implementation - 3250	\$98,302	Organics	✓		✓		✓	
Carbon Farm Planning & Implementation - Materials - 3259	\$5,000	Organics	✓		✓		✓	
Compost and Mulch - 1260	\$108,453	Organics	✓	✓	✓	✓	✓	
Food Waste Reduction - 1220	\$1,170,317	Organics	✓		✓	✓	✓	
Food Waste Reduction (GNP Funded Portion) - 1229	\$100,000	Organics	✓		✓	✓	✓	
Landscape Services & Partnerships - 1020*	\$127,206	Organics			✓	✓	✓	
Landscape Services and Partnerships (GNP Funded Portion) - 1029*	\$20,000	Organics			✓	✓	✓	
Mandatory Recycling Ordinance Implementation - 2090*	\$2,078,306	Organics	✓	✓		✓	✓	
SB 1383 Implementation Support - 2140	\$365,858	Organics	✓	✓		✓	✓	
Mandatory Recycling Ordinance Implementation - 2090*	\$2,078,306	Packaging	✓	✓		✓	✓	
Packaging - 1200	\$184,187	Packaging			✓		✓	
Reusable Bag Ordinance Implementation - 1250	\$149,948	Packaging			✓	✓	✓	
Reusable Food Ware - 3280	\$540,660	Packaging		✓	✓	✓	✓	
Building Services & Partnerships (GNP Funded Portion) - 1359	\$5,000	Built Environment	✓	✓	✓		✓	
Building Services and Partnerships - 1350	\$297,267	Built Environment	✓	✓	✓		✓	
Construction & Demolition Debris Recycling - 2110	\$54,523	Built Environment	✓	✓			✓	
Landscape Services & Partnerships - 1020*	\$127,206	Built Environment			✓	✓	✓	
Landscape Services and Partnerships (GNP Funded Portion) - 1029*	\$20,000	Built Environment			✓	✓	✓	

COIWMP GOALS BY PROJECT (CONTINUED)

Project	FY20-21 Budget	Topic Area	Disposal Capacity	Infrastructure	Materials Mgt	Public Engagement	Regional Collaboration	Funding
Community Outreach Grants to Nonprofits - 3579	\$90,250	Communications	✓		✓	✓		
Community-Based Outreach - 3570	\$692,022	Communications	✓		✓	✓		
General Agency Communication - 3510	\$1,449,309	Communications			✓	✓	✓	
General Communication (GNP Funded Portion) - 3519	\$9,000	Communications			✓	✓	✓	
Schools-Based Community Outreach - 3580	\$1,419,857	Communications	✓		✓	✓	✓	
Fee Enforcement - 3240	\$186,788	Admin/Other						✓
Five-Year Audit - 3460	\$113,229	Admin/Other						✓
Miscellaneous Grant Closeouts - 3270	\$20,108	Admin/Other						✓
Property Management - 3210	\$119,661	Admin/Other	✓					✓
Resources for Upstream Projects (For Profit Grant Funds) - 2049	\$150,000	Admin/Other	✓	✓	✓	✓		
Resources for Upstream Projects (GNP Funded Portion) - 2040	\$394,007	Admin/Other	✓	✓	✓	✓	✓	
Technical Advisory Committee - 3230	\$99,844	Admin/Other					✓	
General Planning - 3410	\$199,256	Planning		✓			✓	
Legislation - 3530	\$225,083	Planning	✓	✓	✓	✓	✓	
Legislation (GNP Funded Portion) - 3539	\$37,500	Planning	✓	✓	✓	✓	✓	
Measurement and Analysis - 3480	\$413,885	Planning	✓		✓		✓	

* Projects that span two Topic Areas appear in each group.

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Date: April 22, 2020

TO: Waste Management Authority Board

FROM: Wendy Sommer, Executive Director

SUBJECT: COVID-19 Related Changes

This memo outlines the changes we are seeing to our work as a result of the shelter in place orders and broader implications of COVID-19. While certain project activities have been altered, we continue to strengthen our waste prevention messages and find ways to support our constituents and member agencies.

Staff and Board

All staff are working remotely and we have moved to virtual staff meetings. As noted below, our activities that are field based have been suspended or shifted to virtual learning. Board meetings are virtual as allowed under the Governor's order.

Reusable Bags and Food Ware

The Reusable Bag Ordinance is not currently being enforced as a result of the Alameda County Public Health Department shelter in place order that prohibits establishments from allowing customers to bring their own reusable bags. Guidance has been posted on our website that refers to the order and we will continue to monitor the situation and adjust accordingly.

Public health orders have severely restricted food service operations and influenced public perception on the safety of reusable food ware. We intend to launch reusable food ware pilot projects once food service operators have resumed normal business and recovered from the impacts of the pandemic.

Grants/Grantees

Community Outreach Grantees are either stretched thin distributing food to residents or forced to close down during the shelter in place. Their contracts have been extended for six months so that they have time past the crisis to complete grant deliverables. We will adjust implementation timelines and provide additional sanitation protocol support for funded packaging-related projects.

Implementation of the heat pump water heater grant has been slowed down as all water heater replacements right now are emergency only, but we can reach more contractors at this time as they are less busy than before due to restrictions on work.

Communications, School and Community Outreach

Communications is adjusting the focus of social media on direct actions that people can take at home during the pandemic and shelter in place conditions. The posts are performing well. Topics include:

- Food storage tips to make food last longer, waste less, and reduce trips to the grocery store
- Sustainable gardening tips to help first-time gardeners get started with planting edibles and posts about building healthy soil with compost
- Virtual garden tours from our staff and community to inspire people to garden - whether in an indoor container or in a backyard
- Ongoing reminders to sort properly and keep it clean, such as a reminder that wipes go in the garbage
- Guidance on home cleaning projects to properly save and store items for donation and HHW drop off until services resume

Similar messaging is being shared with schools audiences, where we have shifted to a virtual Earth day program: 20 Actions to Earth Day 2020. Teachers can integrate the program into their distant learning while providing earth-friendly activities students and their families can engage in to take collective action at home.

Community outreach staff continues to provide resources on getting the most out of food, growing food and gardening with compost through garden side chats, virtual garden tours, how-to videos on Instagram and Facebook, as well as providing digital Earth Day packages for partners across the county.

Mandatory Recycling and Fee Enforcement

Enforcement inspections, mailings and in-person technical assistance have been suspended due to the shelter-in-place order. Free indoor food scraps bin program new approvals and deliveries are on hold, as well as free sticker mailings.

An increase of tonnage is expected due to temporary closure of MRFs at WMAC/Davis St. Transfer Station and Fremont Recycling and Transfer Station (recyclables being sent to landfill), though this may be offset by a decrease in commercial tonnage.

Organics

For compost and mulch, we are shifting from in-office lunch and learns to a webinar for a broader audience of landscape architects and contractors through partner organizations.

Research and monitoring for the carbon farming project is currently on hold while our partners at the Alameda County Resource Conservation District prepare a safety plan.

SB 1383: CalRecycle has pushed back the release of the next draft of regulations and other elements. CalRecycle has also received many letters asking for delays or suspensions on SB 1383 or other statewide recycling requirements.

The Water Efficient Landscape Ordinance training has been moved to an online format.

Food: Our food system has been dramatically impacted by COVID-19 from farms to stores to restaurants. The typical channels of production and distribution have been disrupted, resulting in wasted food. Restaurants are trying to stay alive through take out and other means. Our Smart Kitchen Initiative sites have halted food waste tracking.

There are huge labor and volunteer shortages in Food Recovery Organizations. Groups are having to drive farther to find food donations, further impacting labor and increased cost for fuel and transportation. We are planning to provide emergency grants to help support their efforts.

Stop Food Waste campaign media has shifted messaging from a focus on food waste's impact on climate change to a focus on making the most of your food: tips on storage, extending life of food, meal planning and shopping.

Energy Council

The BayREN multifamily technical assistance team is pausing in-person visits in response to the COVID-19 pandemic. We are continuing remote program operations where possible for existing projects, and will continue to process new applications. The Green Labeling program is offering realtor continuing education programs virtually instead of in-person.

RECOMMENDATION

This item is for information only.

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DATE: April 22, 2020

TO: Waste Management Authority Board

FROM: Robin Plutchok, Program Manager

SUBJECT: Launch of *RE:Source* search tool

SUMMARY

Over the past year staff has been developing a new online application to replace the current *RecycleWhere?* search tool. The new application has been developed in-house with features focused on the needs of Alameda County. At the April 22 meeting, in celebration of the 50th Anniversary of Earth Day, staff will unveil the new online search tool and share its features and capabilities.

DISCUSSION

StopWaste is always striving to provide a high level of customer service and interaction with residents, businesses and schools in Alameda County. This includes serving as a resource to the public to make it easy to access information on proper disposal for items and maximize the benefits of compost, reuse, repair and recycling while minimizing contamination from items going in the wrong bin. As such, the new tool is being branded as StopWaste's *RE:Source*, as it provides information and serves as a directory to the "RE" services of reuse, repair, recycling and beyond.

Over the years, public inquires and customer service have shifted from our phone-based hotline to electronic self-service, with digital searches increasingly moving from desktop computers to smartphones and tablets. *RecycleWhere?* replaced our first online "Recycling Wizard" six years ago and processes more than 30,000 searches a year from Alameda County. Our new *RE:Source* tool builds on the features of *RecycleWhere?* and includes a number of enhancements:

- Easier search, with streamlined results and more customization on how results are displayed
- Improved promotion of curbside options, including city-specific pages
- Addition of reuse and repair service options
- Inclusion of landfill results to minimize contamination in the era of diminishing markets
- Additional information on commonly confusing items
- Easier back end for managing extensive data sets needed for accurate search results
- Web and app versions

RE:Source is being built with the current industry standard of "agility" and will continually improve in functionality and results. With our in-house staff, we have the ability to quickly update the tool

and data to meet needs of individual member agencies and the changing landscape of the reuse, repair, and recycling sectors. When the shelter-in-place is lifted and services are once again available, we will more broadly promote the tool and app in coordination with member agencies and their haulers.

RECOMMENDATION

This item is for information only.

May 2020
Meetings Schedule

Alameda County Waste Management Authority, the Energy Council, & Source Reduction and Recycling Board

(Meetings will be held via teleconference unless otherwise noted)

SUN	MON	TUES	WED	THURS	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14 CANCELLED Programs & Administration Committee <hr/> Planning Committee & Recycling Board	15	16
17	18	19	20	21	22	23
24	25 AGENCY HOLIDAY	26	27 3:00 PM Joint Meeting Waste Management Authority, Energy Council and Planning Committee and Recycling Board Key Items: 1. WMA/EC & RB FY 20/21 Budget Adoption	28	29	30
31						

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Energy Council TECHNICAL ADVISORY GROUP (TAG)

Wednesday, March 25, 2020 – 11:00am to 12:00pm (Conference Call)

Attendance (all via phone):

Alameda County: Alison Abbors
City of Alameda: Patrick Pelegri O'Day
City of Albany: Lizzie Carrade, Bianca Hutner (Fellow)
City of Berkeley: Billi Romain
City of Dublin: Rebecca Parnes
City of Fremont: Rachel DiFranco, Robbie Barton
City of Hayward: Erik Pearson, Jack Steinmann (Fellow)
City of Livermore: Tricia Pontau
City of Oakland: Danielle Makous (Fellow), Sooji Yang (Fellow)
City of Piedmont: Ignacio Franco, Justin Szasz (Fellow)
City of Pleasanton: Zack Reda
City of San Leandro: Hoi-Fei Mok
StopWaste: Jennifer West, Emily Alvarez, Chris Hunter, Miya Kitahara
Guests: Laura Seidman, Alameda Municipal Power

Meeting Summary:

Intros and Check-in (Jennifer West, StopWaste)

- Introduced Ignacio Franco from City of Piedmont, who is replacing Mira Hahn

Overview of BayREN Codes & Standards (Emily Alvarez and Jennifer West, StopWaste)

- Jennifer and Emily are BayREN C&S Alameda County leads given Jeffery Liang's departure
- Goal of C&S program is to increase energy code compliance
- Program Offerings (<http://www.bayrencodes.org/>):
 - Energy Code Trainings – designed to educate local government staff & building professionals in key aspects of energy code compliance and enforcement
 - Free, in-person 60-90 minute trainings
 - Cover a wide range of topics, including reach codes, electrification technology, residential & non-residential energy code updates
 - Energy Code Permit Guides – customizable guides to help reduce errors and have building professionals/public better understand code requirements.
 - ePermit Tool – free, customizable, user-friendly online tool that provides information and building permit forms for three of the most common types of home projects (hot water heater replacement, re-roof, replacing or adding windows)
 - Audience = homeowners
 - CodeCycle – compliance improvement program for commercial lighting

- Tool for local governments automating compliance (checks that plans meet code, streamlines review) for commercial lighting portion of the energy code
- Pleasanton recently is using CodeCycle (joining three other jurisdictions)
- Quarterly BayREN forums – half-day events that bring together various stakeholders to learn about local adoption and implementation of energy code, green building, and Zero Net Energy (ZNE) policies with timely themes
 - StopWaste is hosting Q2 Forum on Benchmarking on June 11th (TBD if in-person or virtual depending on COVID-19)
- Municipal ZNE Technical Assistance – no-cost engineering analysis to help local governments explore what it would take for municipal buildings to become ZNE

Other Program Updates

- New Home+ electrification rebates are live
 - \$1,000 for heat pump water heaters and heat pump HVAC, as well as \$300 each for induction cooktops and heat pump clothes dryers
 - Alignment with \$1,000 contractor incentive for heat pump water heaters offered through EBCE and other CCAs (currently just EBCE and MCE, others to join later on) – going live in April
 - Marketing through the distributors and manufacturers
 - Contractors need to enroll to be able to receive this rebate (separate process from Home+ enrollment but working to make it easy)
- BayREN Multifamily program (BAMBE) also introducing an electrification pathway, which offers an additional \$1,000/unit
- East Bay Energy Watch (EBEW) – Alameda and Contra Costa looking to set up twice a year meeting to continue regional coordination (each county would host one per year) after June 2020
 - May also wish to invite EBCE & MCE, BayREN, possibly other third party program implementers (PG&E)
 - March 26: Time-of-use webinar
- Update on Earth Day Campaign (Miya Kitahara, StopWaste):
 - Delaying campaign due to cancellation of outreach events – use pivotal moment to adjust messaging to the changing situation
 - Current target: early June
 - Expected deliverables include short animated video and landing page
 - Miya will send out requests for each city to provide input
 - Possibly develop small working group to provide member agency input
- EBCE now aiming for fall for Opt-up campaign

Member Comments

- Fremont is considering creating a short intake form to send out to residents who are interested in engaging in various activities, can share with other agencies
- How are cities adjusting to work-from-home and other impacts of COVID-19?
 - Pleasanton: Working on outreach around CAP update – can meaningful outreach be done online or should it be delayed?
 - Consider equity – who are you reaching through digital outreach, who are you missing? There may still be other ways for physical outreach (flyers at grocery stores, etc)
 - Opportunity to tap into other networks (faith communities, community groups, etc) and send info out through them
 - Berkeley was just beginning outreach around mobility & equity, but decided to put on hold because stakeholders have too much on their plate at the moment. There has been a positive shift in increasing equity around digital accessibility (Berkeley school district)
 - San Leandro: Working on a newsletter and how to build on social infrastructure and solidarity that has been developed for COVID-19 response, continue momentum
 - Piedmont: parallels between COVID-19 and climate crisis – issues of vulnerability & resilience coming to light that we also need to address longer-term
 - How do we weave climate conversation into issues that are at hand immediately? Could we create shared document to share thoughts on this and think about these questions together? Need to be sensitive to crisis at-hand.
 - Mural as tool for collaboration and sharing ideas
 - Numerous online collaboration platforms
- What are cities doing for Earth Day?
 - Most cities have cancelled altogether and communications teams are focused on COVID-19, some still exploring digital outreach for Earth Day
 - Value in digital resources, since there is a captive audience sitting at home.
 - Virtual resource fair
 - “Earth Day at home” campaign