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Emeryville, WMA, EC
Pauline Cutter, **WMA & EC 1st Vice President**
San Leandro, WMA, EC
Jerry Pentin, **WMA 2nd Vice President**
Pleasanton, WMA,
Barbara Halliday, **EC President**
Hayward, WMA, EC
Dan Kalb, **EC 2nd Vice President**
Oakland, WMA, EC
Keith Carson, Alameda County, WMA, EC
Lena Tam, Alameda, WMA, EC
Gordon Wozniak, Berkeley, WMA, EC
Peter Maass, Albany, WMA, EC
Dave Sadoff, Castro Valley Sanitary District, WMA
Don Biddle, Dublin, WMA, EC
Anu Natarajan, Fremont, WMA, EC
Laureen Turner, Livermore, WMA
Luis Freitas, Newark, WMA, EC
Laython Landis, Oro Loma Sanitary District, WMA
Tim Rood, Piedmont, WMA, EC
Lorin Ellis, Union City, WMA, EC

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

**Wednesday, July 23, 2014
3:00 P.M.**

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

Meeting is wheelchair accessible. Sign language interpreter may be available upon five (5) days notice by calling 510-891-6500. Members of the public wanting to add an item to a future agenda may contact 510-891-6500.

I. CALL TO ORDER (WMA & EC)

II. ROLL CALL (WMA & EC)

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

Page **IV. CONSENT CALENDAR (WMA & EC)**

- | | | |
|---|---|--------------------|
| 1 | 1. EPA Seeds of Change Award (WMA only)
Staff recommends that Board members share grant information with their networks and encourage businesses to consider applying for this funding opportunity. | Information |
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| 5 | 2. Grants Under \$50,000 (WMA only) | Information |
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V. OPEN PUBLIC DISCUSSION (WMA & EC)

An opportunity is provided for any member of the public wishing to speak on any matter within the jurisdiction of the board or council, but not listed on the agenda. Total time limit of 30 minutes with each speaker limited to three minutes.

VI. REGULAR CALENDAR (WMA & EC)

- | | | |
|----|---|---------------|
| 7 | 1. Actions to Implement the Countywide Household Hazardous Waste (HHW) Program Expansion (Gary Wolff) (WMA only)
Staff recommends that the WMA Board approve the Fee Collection Report for FY2014/15, the MOUs with the County of Alameda and the City of Fremont, and the Budget Amendment Resolution. | Action |
| 33 | 2. WMA Vacancy on the Recycling Board (Gary Wolff) (WMA only)
Make an appointment to the Recycling Board. | Action |

- 3. Interim appointment(s) to the Recycling Board for WMA appointee unable to attend future Board Meeting(s) (WMA only) Action**

Board members Jerry Pentin and Anu Natarajan are seeking interim appointments for the August 14th P&O and Recycling Board meeting which begins at 4:00 p.m. The meeting will be a tour of MedShare in San Leandro.

- 35 **4. Community Choice Aggregation (CCA) – Energy Council’s Role (Gary Wolff & Wendy Sommer) (EC only) Action**

Staff requests that the Board consider the different next steps outlined above and provide input and direction to staff.

- VII. COMMUNICATIONS/MEMBER COMMENTS (WMA & EC) Information**

- VIII. ADJOURNMENT (WMA & EC)**



DATE: July 1, 2014

TO: Recycling Board/ Planning and Organization Committee
Waste Management Authority Board

FROM: Gary Wolff, Executive Director

BY: Justin Lehrer, Program Manager

SUBJECT: EPA Seeds of Change Award

BACKGROUND

One of the Agency's Product Decision Targets, Reusable Transport Packaging, is supported by a \$500,000 grant from the US EPA Climate Showcase Communities Program (CSC). In addition to reducing GHG emissions, one of the primary goals of the CSC program is to create and disseminate replicable tools and help support other public agencies that wish to leverage the resources we have developed to drive expansion of reusable transport packaging in their own communities. We have long recognized that products are rarely produced, shipped, and consumed within the boundaries of a single county and that our work would have the greatest impact when addressing regional and larger supply chains.

DISCUSSION

To date, the CSC grant has allowed StopWaste to provide assistance to 18 businesses as they made the switch from single- or limited-use transport packaging to more durable alternatives. With the majority of those organizations located in Alameda County (including Finelite in Union City, the host of the July Recycling Board meeting), the project is well-aligned with the Agency's Product Decisions Target focused on the advancement of reusable transport packaging in Alameda County. The grant has also allowed the team to extend its sphere of influence beyond County boundaries.

In late April, over 50 participants from local governments across the nation and many federal programs participated in a series of panel discussions highlighting the work of CSC grantees. This was an excellent opportunity to highlight some of our successes – 22 workshops held (18 in Alameda County), technical assistance for over 200 businesses since 2010, a library of 16 case studies, over 3500 tons of waste prevented and over 13,000 tons avoided GHG emissions. At the workshop, StopWaste was honored with the "Seeds of Change Award," for grantees who are inspiring replication of their project by actively working with other communities. Over the past two

years, StopWaste has partnered with communities surrounding Madison, WI, Salt Lake City, UT, and the North Central Texas Council of Governments (Dallas/Ft. Worth area) to produce Reusable Transport Packaging training events. Our leadership on these collaborations leveraged our efforts in Alameda County, extending the reach of our work on reusable packaging by moving other communities further along in their efforts to implement reusable packaging.

We are now in the final year of grant funding from US EPA, and have made grant funds available for organizations planning to incorporate reusable transport packaging into their manufacturing, transport, and/or distribution systems. Examples of reusable transport packaging include durable pallets, totes or bins, reusable pallet wrap, or other reusable transport packaging solutions. The deadline for applications is August 15, 2014, and two free 30-minute webinars will be offered to learn more about the types and benefits of reusables, grant eligibility and the application process. Grant application packets are available for download on the Use Reusables Grants Page: <http://www.usereusables.com/resources/grants/>.

RECOMMENDATION

Staff recommends that Board members share grant information with their networks and encourage businesses to consider applying for this funding opportunity.

*The United States Environmental Protection Agency's
Climate Showcase Communities Program*

presents the

SEEDS OF CHANGE AWARD

to the

StopWaste.org

Alameda County Waste Management Authority, CA

*For going above and beyond the implementation of their grant project and
inspiring replication by actively working with other communities, or in other
capacities, to pass along their knowledge, skills, and lessons learned.*

April 29, 2014



*Julie Rosenberg, Chief
State & Local Climate & Energy Program*

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Date: July, 2014

TO: Authority & Recycling Board

FROM: Gary Wolff, Executive Director

SUBJECT: Informational Report on Grants Issued Under ED Signature Authority

General Mini-grant and board agendas by giving the Executive Director authority to sign contracts and grant agreements less than \$50,000. A condition of the new grant policy is that staff inform Board members of the small grants issued at the next regularly scheduled Board meeting.

Grants –June 15, 2014 - July 15, 2014

Project Name	Grant Recipient	Project Type/Description	Location	Verification	Grant Amount	Board
Business Mini-grants	Temple Sinai	Purchase internal food scraps/organics bins and signage.	Oakland	Final Report	\$705	WMA
Business Mini-grants	Wareham Property Group for Aquatic Park Center	Purchase internal food scraps/organics bins and signage for 4 sites.	Berkeley	Final Report	\$4,622	WMA
Business Mini-grants	Westwood Financial Corp. for Marina Village	Purchase internal food scraps/organics bins and signage for tenants.	Alameda	Final Report	\$815	WMA
Reusable T-Shirt Bag Making Action Project Kit	Alyson Bingham	Student Action Project Kit will provide materials for 5 th grade students to make reuse t-shirt bags to support the County's Reusable Bag Ordinance	Alameda		Kit valued at \$500	
Reusable T-Shirt Bag Making Action Project Kit	Kelly Johnson	Student Action Project Kit will provide materials for 5 th grade students to make reuse t-shirt bags to support the County's Reusable Bag Ordinance	Livermore		Kit valued at \$500	

Reusable T-Shirt Bag Making Action Project Kit	Elizabeth Perez	Student Action Project Kit will provide materials for 5 th grade students to make reuse t-shirt bags to support the County's Reusable Bag Ordinance	Livermore	Kit valued at \$500
Reusable T-Shirt Bag Making Action Project Kit	Sally Carter	Student Action Project Kit will provide materials for 5 th grade students to make reuse t-shirt bags to support the County's Reusable Bag Ordinance	Hayward	Kit valued at \$500
Reusable T-Shirt Bag Making Action Project Kit	Alise Lizardo	Student Action Project Kit will provide materials for 5 th grade students to make reuse t-shirt bags to support the County's Reusable Bag Ordinance	Dublin	Kit valued at \$500
Recycling Team Action Project Kit	Paula Taylor	Student Action Project Kit will provide materials for 5 th grade students to collect recyclable material around school to support landfill waste reduction	Hayward	Kit valued at \$500
Green Team Monitoring Action Project Kit	Teresa Friedheim	Student Action Project Green Team Kit will provide supplies for 5 th grade student Recycling and Composting monitors to assist with lunchtime sorting in cafeteria	Fremont	Kit valued at \$500
Green Team Monitoring Action Project Kit	Tan Doan	Student Action Project Green Team Kit will provide supplies for 5 th grade student Recycling and Composting monitors to assist with lunchtime sorting in cafeteria	Oakland	Kit valued at \$500



DATE: July 16, 2014

TO: Waste Management Authority (WMA) Board

FROM: Gary Wolff, Executive Director

SUBJECT: Actions to Implement the Countywide Household Hazardous Waste (HHW) Program Expansion

BACKGROUND

At the May WMA meeting, the Board adopted Ordinance 2014-01: "Ordinance Establishing a Household Hazardous Waste Collection and Disposal Fee". Four actions are needed to implement the Ordinance.

First, a final Fee Collection Report must be approved by the Board. A draft Fee Collection Report was publicly noticed in early January, as part of the property owner notice and protest process. The purpose of the draft FCR was to allow residential property owners potentially subject to the fee to provide updated information about the number of units on their property, since the fee is based on the number of units. Property owners provided updated information that had a net impact of about 1,000 additional units subject to the fee. The revised Fee Collection Report may be viewed at: www.stopwaste.org/docs/hhw-fees-14-15.pdf. The names of property owners are not included in the Report to comply with law which restricts information that may be posted on the internet by government agencies.

Second and third, the MOUs with the County of Alameda (Attachment A) and the City of Fremont (Attachment B) must be approved. Both draft MOUs will, upon approval, replace existing MOUs with the Authority for the parts of the countywide HHW Program implemented by the County and the City of Fremont, respectively. The draft MOUs include provisions governing operations of the Program implemented by these partners, expense reimbursement procedures and limits, reporting requirements, and other features typical in contractual agreements (e.g., insurance, dispute resolution, etc.).

In addition, the draft MOU with the County includes a new feature that increases transparency in the financial management of the countywide HHW Program. The existing MOU with the

County has the County manage the trust fund in which fee revenues are placed after collection. The County has historically reimbursed its own and the Authority's actual costs, and made a fixed contribution to the City of Fremont, after approval by Authority staff. The new MOU, however, changes that structure so that the Authority will now play the central financial management role, reimbursing the County and the City of Fremont per the terms of the new MOUs. Consequently, the full countywide HHW budget will be visible in our budget, rather than being a tiny part of the County's much larger budget (about \$2.8 billion).

Fourth, in order to implement the new, more transparent financial structure, the Authority budget for FY2014/15 must be amended to include the estimated first year cost of the countywide HHW Program, not just the part of the Program that was historically implemented by the Authority. Attachment C amends the FY2014/15 budget to that effect. The increase in our budget is \$5,253,986. That number is the full estimated FY2014/15 cost of the countywide Program described in the HFH Consultants Report dated October 4, 2013 (\$5,726,195), less \$472,209. The \$472,209 is composed of the budgets for projects 1240 (\$262,858) and 2312 (\$124,568) that were previously approved by the Board, and \$84,783 that is the estimated cost of fee collection to be deducted by the Auditor's office from the fee revenue. Because the Auditor's office will deduct its cost of collection from fee revenue before sending it to us, we do not need a budget authorization for that amount.

RECOMMENDATION

Staff recommends that the WMA Board approve the Fee Collection Report for FY2014/15, the MOUs with the County of Alameda and the City of Fremont, and the Budget Amendment Resolution.

Attachments:

- A: Draft MOU with the County of Alameda
- B: Draft MOU with the City of Fremont
- C: Draft Budget Amendment Resolution

ATTACHMENT A

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the County of Alameda ("County") and the Alameda County Waste Management Authority ("Authority") (collectively, the "**Parties**") and shall become effective the 1st day of July, 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; 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 the Tipping Fee and through the new 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 and the Authority's Alternatives Project, focusing on education through retail outlets. 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

ATTACHMENT A

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 2014- 01 "Ordinance Establishing a Household Hazardous Waste Collection and Disposal Fee. The HHW Collection and Disposal Fee is scheduled to begin July 1, 2014 and will end June 30, 2024.

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 2014- 01 "Ordinance Establishing a Household Hazardous Waste Collection and Disposal Fee. The County at present operates and funds and in the future may operate and fund additional programs for substances that may or may not be household hazardous wastes that are not a part of the Program (e.g., programs for controlled substances, radioactive materials and certain explosives).

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

Product Stewardship Offset: the funds received or operational cost reductions in connection with activities pursuant to Waste Management Authority Ordinance 2014-01 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.).

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Tipping Fee: the Household Hazardous Waste Fee of \$2.15 per ton disposed 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 at a level sufficient to cover at minimum all direct disposal costs associated with such service.

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5. Expenditures

a. **Revenue.** The Authority will make arrangements so that funds received from the Tipping Fee and the HHW Collection and Disposal Fee shall be deposited with the Authority. (Any arrangements with the Alameda County Tax Collector, Treasurer, Auditor or any County Department other than Department of Environmental Health are independent of this MOU.) The Department of Environmental Health shall cooperate in the transfer to the Authority of funds held by the Treasurer in the trust account maintained pursuant to the MOU between the parties dated June 13, 2000. The transfer of any funds held by Department of Environmental Health shall be complete no later than December 15, 2014. Prior to the transfer, the County may reimburse Department of Environmental Health Costs, Authority Costs, and City of Fremont Costs for fiscal year 2013-14; no costs for fiscal year 2014-15 shall be reimbursed prior to the transfer of all funds described above except upon the authorization of the Executive Director. No later than December 15, 2014 the Department of Environmental Health shall provide the Executive Director with a report on the 2013-14 fiscal year beginning and end dollar amounts, total deposits into and total spending from, and interest earned, for the trust account and detailed breakdowns of these amounts shall be available upon request. These funds 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, 2020. 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 quarterly 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

ATTACHMENT A

revenues and expenditures by February 28th of each year beginning in FY 14-15. 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. These consultations shall include an invitation to the City of Fremont to participate.

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 the Executive Director after consultation with Program Staff:

- a. An annual report by October 30th for the prior fiscal year, with the first report due October 30th, 2014, 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.
 - 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. 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 (e.g., electronic waste, because the three County-operated facilities have not accepted electronic waste prior to January 1, 2015). 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

ATTACHMENT A

the Program beyond the activities pursuant to Waste Management Authority Ordinance 2014- 01 "Ordinance Establishing a Household Hazardous Waste Collection and Disposal Fee," 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 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 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.
- 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).
- Other such information as the Executive Director may request to better understand the patterns of use of the Program.

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;

ATTACHMENT A

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

ATTACHMENT A

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

ATTACHMENT A

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 June 13, 2000.
- 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.
- 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]

ATTACHMENT A

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

COUNTY OF ALAMEDA

By: _____
Keith Carson, 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: _____
Jennifer West
Chair of the Board

Dated: _____

Dated: July__, 2014

Approved as to Form:

By: _____
Richard Taylor, General Counsel

ATTACHMENT A

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 12 One Day Events. Start in 2014-15 with at least six events serving 3,000 households and scaling up to 12 events by FY 2015-16 and annually thereafter.

Operational Parameters:

Continue to operate at current levels and prepare for and expand days of operation and hours at Livermore, Hayward and Oakland facilities starting January 1, 2015 as follows. Coordinate start-up of the expanded services with Authority and, as necessary, the City of Fremont.

Oakland facility	Hayward Facility	Livermore Facility
Household Program		
Wed-Fri 9-2:30 Sat 9-4:00	Fridays 9-2:30 Sat 9-4:00	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 A

Attachment B: Annual Reimbursement Limits

Year	Department of Environmental Health Reimbursement Limits	Authority Reimbursement Limits
FY 14-15	\$4,348,285	\$432,000
FY 15-16	\$5,059,775	\$507,000
FY 16-17	\$5,199,850	\$519,675
FY 17-18	\$5,343,427	\$532,667
FY 18-19	\$5,490,594	\$545,984
FY 19-20	\$5,641,439	\$559,633

The estimated savings of \$263,225 per year to the Program related to PaintCare are included in the reimbursement limits. In the event that a fiscal year's Product Stewardship Offsets are greater than this amount the reimbursement limits for the fiscal year beginning in July following the annual report documenting the offsets will be adjusted downward accordingly.

The limits above may be modified in accordance with section 5.c of this agreement and by agreement of the parties. 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. 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. The Authority will notify County in advance of each fiscal year beginning in FY14-15 if it expects that reimbursement limits may be affected during that period. The above amounts do not include any costs or amounts for services provided to Authority by other County Departments.

ATTACHMENT B

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 replaces the MOU between the parties dated August 4, 2007.

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 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 of \$2.15 per ton disposed and through the Household Hazardous Waste Collection and Disposal Fee of \$9.55 (or lesser amount as provided for in Ordinance 2014-01) collected from each residential property owner (collectively, the "HHW Fees"). The \$9.55 fee is scheduled to begin July 1, 2014 and end June 30, 2024. There is no sunset on the \$2.15 per ton fee.
4. The Authority and the City (the "Parties") wish to set forth their respective roles and responsibilities for implementation 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.

ATTACHMENT B

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 2014- 01 "Ordinance Establishing a Household Hazardous Waste Collection and Disposal Fee.
- i) **Product Stewardship Offset** means the funds received or operational cost reductions in

ATTACHMENT B

connection with activities pursuant to Waste Management Authority Ordinance 2014-01 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 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 retroactively to July 1, 2014 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 termination and adjustment provisions in Articles 11 and 12.

b. Reimbursements

The Parties agree to the annual reimbursements listed in Exhibit A, as it may be amended, through June 30, 2020. No later than Sept 1, 2019, 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, 2020. The current Exhibit A to this Agreement only describes the funding reimbursement through June 30, 2020. 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, 2020.

c. Meet and Confer

The Parties agree to confer annually about revenues and expenditures by February 28th of each year beginning in FY 14-15. 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

ATTACHMENT B

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 Authority will be responsible for and bear all costs of marketing the Facility as part of the Program, including advertising, direct mail notice to residents and web based information. However, the City may choose to supplement the outreach for the Program at City's cost.

Article 4. Funding

a. Reimbursements

The Parties agree to the reimbursement amounts listed in Exhibit A, through June 30, 2020. 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 semi-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 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 provisions outlined in Article 8 and Article 12 shall apply.

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. 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

ATTACHMENT B

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 Authority currently has in place 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 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 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, 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 2014- 01 "Ordinance Establishing a Household Hazardous Waste Collection and Disposal Fee," are not Product Stewardship Offsets.
- CESQG program reports including number of transactions by facility, quantity of

ATTACHMENT B

- 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).
 - 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.
- 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

ATTACHMENT B

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

ATTACHMENT B

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

City	Authority
 _____ City Manager or Designee DATE: _____	 _____ Gary Wolff, Executive Director DATE: _____
APPROVED AS TO FORM: By: _____ Harvey Levine, City Attorney	APPROVED AS TO FORM: By: _____ Richard Taylor, Authority Counsel

ATTACHMENT B

Exhibit A : City of Fremont Reimbursement Limits

Period:	July 1, 2014 — June 30, 2015
Annual Reimbursement:	\$669,287.00
INVOICE #1	\$334,643.50
INVOICE #2	\$334,643.50

Period:	July 1, 2015-June 30, 2016
Annual Reimbursement:	\$689,055.82
INVOICE #1	\$344,527.91
INVOICE #2	\$344,527.91

Period:	July 1, 2016-June 30, 2017
Annual Reimbursement	\$709,319.03
INVOICE #1	\$354,659.51
INVOICE #2	\$354,659.52

Period:	July 1, 2017-June 30, 2018
Annual Reimbursement:	\$730,088.83
INVOICE #1	\$365,044.41
INVOICE #2	\$365,044.42

Period:	July 1, 2018-June 30, 2019
Annual Reimbursement:	\$751,377.88
INVOICE #1	\$375,688.94
INVOICE #2	\$375,688.94

Period:	July 1, 2019-June 30, 2020
Annual Reimbursement:	\$773,199.14
INVOICE #1	\$386,599.57
INVOICE #2	\$386,599.57

The estimated savings of \$121,470.90 per year to the Program related to PaintCare are included in the reimbursement limits above. In the event that a fiscal year's Product Stewardship Offsets to the Facility are greater than this amount the reimbursement limits for the fiscal year beginning in July following the annual report documenting the offsets will be adjusted downward accordingly.

ATTACHMENT B

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: 9-2:30 Sat: 9-4:00 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

ATTACHMENT B

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 Large Filters from Trucks	\$1.50 Each \$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

ATTACHMENT C

**ALAMEDA COUNTY WASTE MANAGEMENT AUTHORITY
RESOLUTION #WMA 2014 -
MOVED:
SECONDED:**

AT THE MEETING HELD JULY 23, 2014

THE AUTHORITY AUTHORIZES A BUDGET ADJUSTMENT FOR FISCAL YEAR 2014/15.

WHEREAS, the Alameda County Waste Management Authority approved the Fiscal Year 2014/15 budget on May 28, 2014; and

WHEREAS, the Authority has subsequently approved Memoranda of Understanding ("the MOUs") with the County of Alameda and the City of Fremont for implementation of an expansion of the countywide Household Hazardous Waste (HHW) Program, and the Memoranda require the Authority to reimburse the County and the City for various operating expenses associated with the Program; and

WHEREAS, the MOUs change past practice such that the Authority will need to, in Fiscal Year 2014/15 and thereafter, directly include in its budget the full cost of the countywide HHW Program; and

WHEREAS, the Fiscal Year 2014/15 budget includes expenditure authorizations for Projects 1240 and 2312, which is some but not all of the estimated first year cost of implementing the countywide HHW Program, and in accordance with past practice identifies the funding source for Projects 1240 and 2312 as 'external,' which is no longer accurate per the MOUs; and

WHEREAS, an increased expenditure authorization is necessary to implement the MOUs and can be funded by revenues from the HHW fee of \$2.15 per ton disposed in landfills and the HHW Collection and Disposal Fee authorized by WMA Ordinance 2014-01 (collectively, "the HHW Fees").

NOW THEREFORE, BE IT RESOLVED that the Alameda County Waste Management Authority hereby increases the Fiscal Year 2014/15 Budget for Project 2312 by \$5,253,986, funds Projects 1240 and 2312 with revenues from the HHW Fees, and directs the Executive Director to eliminate the reference to external funding for these projects in the Budget.

ADOPTED BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSTAIN:

ABSENT:

Gary Wolff, Executive Director



Date: July 16, 2014

TO: Waste Management Authority Board

FROM: Gary Wolff, Executive Director

SUBJECT: WMA Vacancy on the Recycling Board

BACKGROUND

As mentioned at the WMA Board meeting in May, Board Member Turner has expressed a desire to leave the Recycling Board. Her seat on the Board is now vacant. The Recycling Board also serves as the Planning and Organization (P&O) Committee of the WMA. This means it reviews County Integrated Waste Management Plan (CIWMP) amendments and long-term planning issues, and any potential changes in StopWaste organizational structure. It also has direct authority over a significant part of the agency budget.

The Board usually meets on the second Thursday of the month. Seven of those meetings are from 4-6 p.m. at the StopWaste office. Five meetings are from 7-9 p.m., one in each Supervisorial District, in order to foster public engagement. In addition to the five WMA members appointed to the Recycling Board by the WMA Board, there are six citizen experts in various aspects of solid waste management appointed by the Board of Supervisors (i.e., environmental education, materials processing, environmental organizations, source reduction, solid waste industry, and recycling programs).

The County Charter requires monthly meetings, and members who miss two meetings in a row or more than three in a calendar year are automatically dismissed from the Board. However, interim appointments may be made by the Authority Board, when a Recycling Board member who is also on the Authority Board knows of a schedule conflict in advance.

Any member of the Authority Board that has not already served on the Recycling Board is eligible to serve. Each appointment is for a two-year term, and there is a term limit of four years in total.

RECOMMENDATION

Make an appointment to the Recycling Board.

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Date: July 15, 2014

TO: Energy Council

FROM: Gary Wolff, Executive Director

BY: Wendy Sommer, Deputy Executive Director
Karen Kho, Senior Program Manager

SUBJECT: Community Choice Aggregation (CCA) – Energy Council’s Role

BACKGROUND:

At the last Energy Council meeting in June, the Board received an overview presentation of Community Choice Aggregation (CCA) from Seth Baruch of Carbonomics and Tom Kelly of KyotoUSA. The handouts and PowerPoint presentation can be found here:
www.stopwaste.org/docs/CCA-Handouts_6_25_14.pdf

CCA is one way for local governments to reduce their carbon footprint and to meet their Climate Action Plan goals. There currently are 2 operating CCAs: Marin Clean Energy and Sonoma Clean Power. The success of the Marin and Sonoma CCAs has spurred jurisdictions throughout California to consider forming CCAs.

In the East Bay, the cities of Berkeley, Oakland and Emeryville conducted a CCA business plan in 2008, followed by the City of Berkeley’s report of Benefits and Risks of Implementing CCAs in 2010. East Bay Municipal Utility District discussed the possibility of becoming a CCA in 2012. None of these efforts led to the formation of an East Bay CCA. As a result, some Alameda County jurisdictions have considered joining an existing CCA to accelerate the transition time to clean power procurement and reduce the risks involved in formation of a new CCA. The City of Albany officially expressed its interest in joining the Marin CCA and received a grant to fund its membership analysis with Marin Clean Energy.

Last month, the Alameda County Board of Supervisors authorized up to \$1,325,000 to explore the establishment of a new CCA JPA for Alameda County. This effort would include outreach to jurisdictions, steering committee formation, load data procurement and development of a

feasibility study. The first phase of this project is scheduled to be completed in approximately 18 months. The County will be contacting cities regarding their interest in the next few weeks. The County does not anticipate requesting any funds from interested cities for the first phase of the program.

DISCUSSION:

As the interest grows throughout the County, it is a good time for the Energy Council to explore its potential roles as they relate to CCAs. The current Energy Council JPA specifically states that the Energy Council shall not have the power to operate as a community choice aggregator as that term is defined in Public Utilities Code section 331.1. Unless the Board chose to remove that clause from the JPA, which would require adoption by each member agency governing board, Energy Council will not engage in power procurement and rate setting activities. So far, Energy Council staff are supporting member agencies in their consideration of CCAs by disseminating relevant reports and studies and facilitating conversations at the monthly Technical Advisory Group meetings.

Coordination of Energy Efficiency Programs

Energy Council staff have identified potential overlap with CCAs on the delivery of energy efficiency programs. If some jurisdictions in Alameda County opt to join an existing or newly forming CCA, there is a risk of both fragmentation and duplication in energy efficiency program delivery. In addition to the primary function of power procurement, CCAs can apply to the California Public Utilities Commission (CPUC) for funding to implement energy efficiency programs. All of the current Energy Council projects are also funded from utility ratepayer funds. Energy Council staff met with Marin Clean Energy and Sonoma Clean Power staff to discuss potential coordination if any Energy Council member agencies were to elect to join an existing CCA JPA.

The overlap between different CPUC funded energy efficiency programs (CCAs, Regional Energy Networks, Local Government Partnerships, Investor Owned Utilities/PG&E) could create confusion for customers. For example, the Energy Council implements a multifamily rebate program for the nine-county Bay Area Regional Energy Network. However, this program is not offered in Marin County because the Marin Clean Energy operates its own multifamily program. In the City of Richmond, which is a member of the Marin Clean Energy, both programs are offered. However, the Public Utilities Commission has expressed concern over double-dipping.

In order to minimize confusion for customers and increase the region's competitiveness for funding, the Council could request that member agencies joining a CCA designate the Energy Council as the coordinator of the energy efficiency programs in Alameda County. This could be

followed by creating memorandums of understanding with CCA operators regarding energy efficiency programs. For example, Sonoma Clean Power intends to focus on its core procurement activities while other organizations within the County deliver energy efficiency programs.

Leveraging Agency Expertise

Our agency has had 15+ years of experience delivering technical assistance to member agencies, partnering with building professionals and educating homeowners. We are able to leverage other StopWaste programs to offer multiple benefits to our constituents. Some examples:

- In the delivery of multifamily technical assistance, staff has been able to educate property owners on mandatory recycling requirements as well as energy retrofit opportunities.
- In developing new energy and water efficiency programs, the agency is looking to leverage existing client bases, such as schools, industrial kitchens and landscape contractors.
- With our marketing and outreach experience, we were able to leverage the statewide Energy Upgrade California program by offering local programs that benefit our member agencies. For example, we partnered with the City of Dublin on the Dublin Energy Challenge, where residents sign up for a free Home Energy Analyzer to help reduce energy use while benefiting the Friends of the Dublin Library.

Technical Advisory Group (TAG) Discussion

The TAG discussed the potential scope of the Energy Council's involvement, including:

- Advising the County on big picture and key policies in CCA formation
- Focusing on areas of programmatic overlap, including providing technical input

Because the County process is still under development at this point, and it is unclear which cities will join the County CCA, it seems that Energy Council focus should be on the coordination of areas of overlap. TAG is very interested in being closely informed of the process and creation of a County CCA steering committee.

Potential Next Steps:

- Request County staff to provide regular updates on CCA formation to the Energy Council Technical Advisory Group.
- Request that member agencies joining a CCA designate the Energy Council as the coordinator of the energy efficiency programs in Alameda County.

- Create a Memorandum of Understanding with CCAs operating in Alameda County to allow Energy Council to better target and coordinate the delivery of energy efficiency programs within Alameda County.
- Recommend to the County that the Energy Council Board and Technical Advisory Group representatives serve as members of a CCA JPA Board or advisory committee to increase coordination on energy policy and programs.
- If a County CCA is formed, work with the County to execute a Power Purchase Agreement with Green Ridge to provide wind energy generated at the Authority's property at Altamont.

RECOMMENDATION:

Staff requests that the Board consider the different next steps outlined above and provide input and direction to staff.

August 2014 Meetings Schedule

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

(Meetings are held at StopWaste unless otherwise noted)

SUN	MON	TUES	WED	THURS	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14 AUGUST RECESS Programs & Administration Committee AUGUST RECESS <hr/> 4:00 PM Planning & Organization Committee /Recycling Board TOUR: Medshare, San Leandro	15	16
17	18	19	20	21	22	23
24	25	26	27 AUGUST RECESS Authority Board & Energy Council	28	29	30
31						

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SCIENCE & ENVIRONMENT

2 July 2014 Last updated at 14:00 ET

New EU rules on recycling pose problems for UK councils

The UK will have to divert a significant amount of waste away from landfill under new EU proposals on recycling.

The Commission wants to see 70% of municipal rubbish and 80% of packaging recycled by 2030.

They also want a ban on burying recyclable waste in landfill by 2025.

According to the Environment Commissioner, the new targets will create more than half a million jobs across the Union.

The proposals form part of an EU initiative termed the "circular economy", described as an alternative to the traditional approach to resources of make, use and dispose.

Circle of money

Part of the plans would try to reduce the amount of "downcycling" where valuable products are recycled as lower priced materials, such as expensive writing paper coming back as cheaper cardboard.

"If we want to compete we have to get the most out of our resources, and that means recycling them back into productive use, not burying them in landfills as waste," said Environment Commissioner Janez Potocnik.

"Moving to a circular economy is not only possible, it is profitable, but that does not mean it will happen without the right policies."

"The 2030 targets that we propose are about taking action today to accelerate the transition to a circular economy and exploiting the business and job opportunities it offers."

The new plans build on existing regulations that require councils around the UK to recycle half their waste by 2020.

According to figures published by the government last November, 43.2% of waste in England was being recycled in 2012/13

These figures have grown rapidly over the past decade but the rate of growth seems to have stalled since 2010.

Some observers believe that going beyond the 2020 target will be a significant challenge.

"The new 70% target is extremely ambitious for the UK given the momentum behind the current 2020 goal of 50% recycling has flat lined, and meeting it will require strategic leadership and coordination," said Nigel Mattravers from the Institution of Civil Engineers (ICE).

The Chartered Institution of Wastes Management (CIWM) welcomed the moves as "ambitions and far-reaching," and argued that the UK could actually meet the new targets.

"We should be able to do it," said Steve Lee, chief executive of CIWM.

"Wales is already on course and Scotland and Northern Ireland have strong plans to do so. England should be no different but much clearer and co-ordinated policy and communications from the government, plus support for local authorities who are vital to this task, will be needed."

The plans will need to be debated by members of the European parliament and by governments before they come into force.

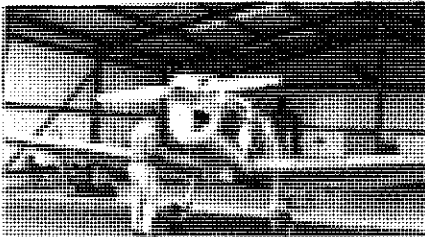
A spokesman for the Department for Environment, Food and Rural Affairs (Defra) suggested that the UK sees the extra costs involved in the plans as a critical factor.

"We think the Commission's proposals may have underplayed the potential costs to business, householders and local authorities and will want to consider the impacts fully before we respond."

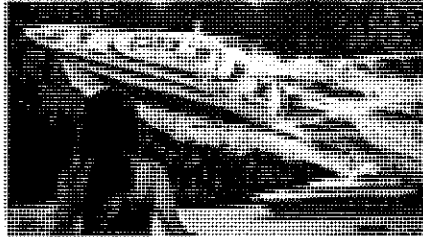
"While we support efforts to reduce waste, we need to ensure that any new legislation would meet our priorities to protect the environment, incentivise growth and avoid unnecessary burdens."

Follow Matt on Twitter [@mattmcgrathbbc](https://twitter.com/mattmcgrathbbc).

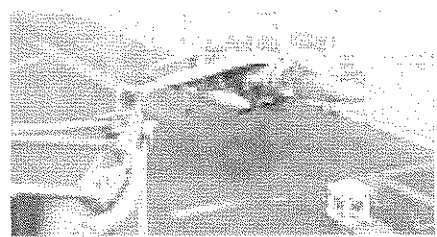
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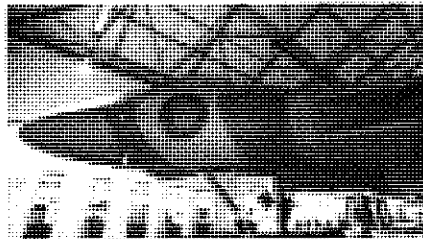
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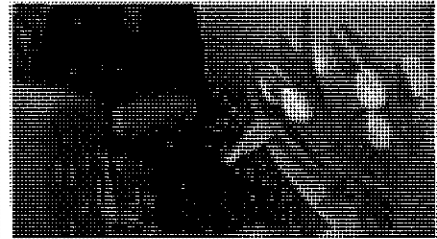
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SAN FRANCISCO (KPIX 5) — A verdict has been reached this week in a fraud case against San Francisco's garbage company, and both sides said they've won. A whistleblower brought a lawsuit against Recology, in a story that KPIX 5 first reported earlier this year.

After a month-long trial and more than a week of deliberations, a San Francisco jury ordered Recology to pay back \$1.3 million to ratepayers for bonuses it received in 2008. The bonuses are for meeting recycling goals and diverting garbage from the landfill.

"As a result of making a false claim, they received a bonus in excess of \$1.3 million that they should not have received. That money should have gone into a pot that would have gone back to ratepayers," said prosecution attorney John Scott.

Recology has an exclusive contract to both pick up garbage and recycle in the San Francisco, worth about \$300 million a year and is guaranteed a 10 percent profit.

"What came out at trial was Recology wasn't happy with just making \$30 million a year, it had to cheat and make false claims to make a few extra dollars," said Scott.

The case was brought to light by Brian McVeigh, a former supervisor at Recology, who has filed a separate lawsuit claiming he was fired in retaliation for reporting fraud. KPIX 5 highlighted his whistleblower case back in February.

He also claimed that the company was inflating the weights of bottles and cans at its buyback centers in order to get more money from the state's recycling program. But the jury cleared Recology on that claim and over a hundred others.

"Recology won a resounding victory today. This was a false lawsuit brought against the company and we won on 158 out of 159 charges. That is more than a minor victory, that is a gigantic victory," said Recology spokesperson Sam Singer.

Lawyers for McVeigh say the \$1.3 million award will likely double or even triple — once interest and lawyer fees are tacked on. Recology says it will appeal.