

Deborah Cox, **WMA President**
City of San Leandro, WMA, EC
Shelia Young, **WMA 1st Vice President**
Oro Loma Sanitary District, WMA
Dianne Martinez, **WMA 2nd Vice President**
City of Emeryville, WMA, EC
Melissa Hernandez, **EC President**
City of Dublin, WMA, EC
Dan Kalb, **EC 1st Vice President**
City of Oakland, WMA, EC
Jenny Kassin, **EC 2nd Vice President**
City of Fremont, WMA, EC
Jim Oddie, City of Alameda, WMA, EC
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
Francisco Zermeno, City of Hayward, WMA, EC
Bob Carling, City of Livermore, WMA, EC
Michael Hannon, City of Newark, WMA, EC
Tim Rood, City of Piedmont, WMA, EC
Jerry Pentin, City of Pleasanton, WMA, EC
Emily Duncan, City of Union City, WMA, EC
Wendy Sommer, Executive Director

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

Wednesday, September 23, 2020

3:00 P.M.

TELECONFERENCE MEETING

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

This meeting will be held 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.

Board members will receive a separate unique email invite. Staff and members of the public may attend and participate in the meeting by:

1. Calling US: +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799 webinar ID 810 9325 5050
2. Using the [Zoom](#) website or App and entering meeting code 810 9325 5050

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, September 23, 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 board 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 board 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 July 22, 2020 (Wendy Sommer)

VI. REGULAR CALENDAR

5 1. Amendment to the Alameda County Integrated Waste Management Plan (ColWMP) for Certified Blue Recycling Facility located at 2075 Williams Street in San Leandro (Emily Alvarez)

Staff, the Recycling Board (as the LTF), and the Planning Committee of the WMA recommend to the WMA Board that it hold a public hearing at the September 23, 2020 meeting and adopt a resolution to:

- (1) Amend the ColWMP (Exhibit 1) to include the Certified Blue CDI Recycling Facility in the City of San Leandro;
- (2) Find that the CBR Facility conforms to the ColWMP as amended; and
- (3) Make the findings required by CEQA.

21 2. Communications Tower Lease on Authority Property (Kelly Schoonmaker)

That the Authority Board authorize the Executive Director to enter into a lease agreement with Vasco Winds, LLC, for use of the communications tower and building on Parcel 6.

37 3. 2020 Priority Setting Process (Justin Lehrer & Timothy Burroughs)

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)

(Planning Committee and Recycling Board meeting, October 8, 2020, 4:00 p.m. Meeting will be held via teleconference).

VII. MEMBER COMMENTS AND COMMUNICATIONS FROM THE EXECUTIVE DIRECTOR

VIII. CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION – 2 cases

Government Code Section 54956.9(d)(1)

Name of case: Waste Connections US, Inc. v. ACWMA (California Court of Appeal No. A158323; Contra Costa Superior Court No. CIVMSC18-01546)

Name of case: Stein & Boone v. ACWMA (California Court of Appeal No. A154804; Alameda County Superior Court No. RG17858423)

IX. ADJOURNMENT

DRAFT

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

Wednesday, July 22, 2020

3:00 P.M.

TELECONFERENCE MEETING

I. CALL TO ORDER

President Cox called the meeting to order at 3:00 p.m. Wendy Sommer 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

WMA & EC

County of Alameda	Scott Haggerty, WMA, EC (alternate)
City of Alameda	Jim Oddie, 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 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

ABSENT:

City of Hayward	Francisco Zermeño, WMA, EC
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Staff Participating:

Wendy Sommer, Executive Director
Timothy Burroughs, Deputy Director
Pat Cabrera, Administrative Services Director
Jeff Becerra, Communications Manager
Justin Lehrer, Operations Manager
Karen Kho, Principal Program Manager
Candis Mary-Dauphin, Program Manager
Chris Hunter, Program Services Specialist
Arliss Dunn, Clerk of the Board
Richard Taylor, WMA Legal Counsel

III. ANNOUNCEMENTS BY PRESIDENTS

There were no announcements by the Presidents. Wendy Sommer introduced Timothy Burroughs as the new Deputy Director. Mr. Burroughs provided a summary of his background and experience and stated that he was pleased to be on board.

IV. OPEN PUBLIC DISCUSSION FROM THE FLOOR

There were no public comments on the remote call and no public comments were received via the public comments email portal.

V. CONSENT CALENDAR

1. Approval of the Draft WMA & EC Minutes of June 24, 2020 (Wendy Sommer)

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

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

VI. REGULAR CALENDAR

1. Executive Director Contract Amendment (Tim Rood, WMA Past President)

That the Waste Management Authority Board amend the Executive Director Employment Agreement.

Past WMA President Rood introduced the item. Board member Rood stated that the Board discussed the Executive Director contract at the June meeting and based on her outstanding performance, the Executive Director Evaluation Committee (Board Members Cox, Rood, Sadoff, and Young) recommends approval of the amendment to her Employment Agreement which includes a 3% salary increase (CPI of 2.9% + 0.1% merit increase) retroactive to the first pay period for FY 2020-21, and an additional \$1,500 bonus that would not be subject to PERS. Board member Rood thanked Ms. Sommer for her leadership.

There were no public comments on this item. Board member Rood made the motion to amend the Executive Director Employment Agreement. Board member Hernandez seconded and the motion carried 18-0. The Clerk called the roll:

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

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

(Planning Committee and Recycling Board meetings, August 13, 2020, 4:00 p.m. and September 10, 2020, 7:00 p.m. Meetings will be held via teleconference).

There were no requests for an interim appointment.

3. BayREN Residential Programs Update (Karen Kho)

This item is for information only.

Karen Kho provided a summary of the staff report. A link to the report is available here: [BayREN-Residential-Programs-memo.pdf](#). Ms. Kho introduced Candis Mary-Dauphin, Program Manager, and Chris Hunter, Program Services Specialist. Ms. Mary-Dauphin provided a presentation of the BayREN Multifamily program and Mr. Hunter provided a presentation of the BayREN Single Family program. A link to the presentation is available here: [BayREN-Residential-Programs-Presentation.pdf](#)

Board member Oddie arrived during the presentation. Board member Pilch commented that there are many rebates available from various entities such as EBCE, PG&E, EBMUD, etc. and inquired if there is a central hub that the public can easily access. Ms. Mary-Dauphin stated that they try and stay abreast of other incentives and through the no-cost technical assistance, connect properties to the incentives that they may be eligible for. Board member Pilch inquired about the eligibility requirements for the no-cost technical assistance services. Ms. Mary-Dauphin stated that for the residential multifamily program, the property must be a PG&E or EBCE customer with five or more units and located in the Bay Area. Board member Hannon inquired if we are ensuring that permits have been obtained upon completion of the project. Ms. Mary-Dauphin stated yes, we are ensuring that permits are obtained when required and filing them in our database. Board member Hannon inquired if there is a link to the 127 projects served in Alameda County. Ms. Mary-Dauphin stated no, but there is a dashboard provided to the TAG (Technical Advisory Group) that can be provided upon request.

Board member Pilch inquired about the new structure and scope of the Energy Upgrade CA program, and further inquired if the 45 contractors are sufficient for the number of bids required for a project. Ms. Kho stated that Energy Upgrade CA was formerly a rebate program but is currently being utilized as a general awareness campaign for California. Mr. Hunter stated, yes, there are a sufficient number of contractors available to consumers. Board member Kassan inquired if Covid has had any effect on doing assessments. Mr. Hunter stated that there was a drop in requests for assessments in March and April as public health orders restricted such services but requests are slowly rebounding.

There were no public comments on this item. President Cox thanked staff for the presentation.

VII. MEMBER COMMENTS AND COMMUNICATIONS FROM THE EXECUTIVE DIRECTOR

Ms. Sommer announced the monthly topic brief [“SMART Cafeteria Initiative.”](#) Ms. Sommer stated that there are still inconsistencies among stores in implementing the updated allowances for reusable bags and we are continuing to work with the stores in implementing the updated health orders.

VIII. ADJOURNMENT

The meeting was adjourned at 4:10 p.m.

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DATE: September 23, 2020

TO: Waste Management Authority Board

FROM: Emily Alvarez, Program Manager

SUBJECT: Amendment to the Alameda County Integrated Waste Management Plan (CoIWMP) for Certified Blue Recycling Facility located at 2075 Williams Street in San Leandro

SUMMARY

On August 13, 2020 the Recycling Board, in its role as the Local Task Force (LTF) and the Planning Committee of the WMA Board unanimously recommended that the WMA Board approve the subject County Integrated Waste Management Plan (CoIWMP) amendment and hold a public hearing at the September WMA meeting.

DISCUSSION

The WMA received a request for a conformance finding and amendment to the CoIWMP for the expanded operations of the Certified Blue Recycling (CBR) construction, demolition, and inert (CDI) debris transfer/processing facility at 2075 Williams Street in the City of San Leandro.

CBR is proposing to increase the maximum permitted tonnage, increase truck trips, and modify a wall at their existing facility. Additionally, CBR is proposing to extend its hours and open its facility to the public for self-haul of CDI materials. According to the project applicant, these changes will not require modifications to the current site since it is currently operating below their maximum capacity. The proposed project does not include any modifications to existing buildings on the site or expansion of the facility's footprint. No additional heavy machinery is proposed.

CBR is making the following specific changes to its facility and operations:

- Operate as a large volume transfer/processing facility under a Full Solid Waste Facility Permit (SWFP), compared to current operations as a medium volume facility under a Registration Permit.
- Increase the overall permitted tonnage for the facility from less than 175 tons per day (TPD) to less than 350 TPD.
- Increase vehicle trips from 156 truck trips per day to 256 truck trips per day.

- Replace Jersey blocks with a permanent “push wall” along the perimeter of the processing yard area.
- Modify hours of operation to 7:00 a.m. to 5:00 p.m. on weekdays (currently operations cease at 4:00 p.m.) and expand operations on Saturdays from 7:00 a.m. to noon to include acceptance of materials.
- Accept CDI materials from the public.

RECOMMENDATION

Staff, the Recycling Board (as the LTF), and the Planning Committee of the WMA recommend to the WMA Board that it hold a public hearing at the September 23, 2020 meeting and adopt a resolution to:

- (1) Amend the ColWMP (Exhibit 1) to include the Certified Blue CDI Recycling Facility in the City of San Leandro;
- (2) Find that the CBR Facility conforms to the ColWMP as amended; and
- (3) Make the findings required by CEQA.

Attachments:

Attachment A: Resolution 2020-02

Exhibits:

Exhibit 1: Text Changes to the Countywide Integrated Waste Management Plan

Exhibit 2: Siting Criteria Findings

Exhibit 3: Conditions of Approval

Attachment B: Staff Memo from August 13, 2020 Recycling Board/Planning Committee Meeting
(without duplicated attachments and exhibits)

**ALAMEDA COUNTY WASTE MANAGEMENT AUTHORITY
RESOLUTION #WMA 2020-02**

MOVED:

SECONDED:

**AT THE MEETING HELD September 23, 2020
ADOPTING AMENDMENTS TO THE COUNTYWIDE INTEGRATED WASTE MANAGEMENT PLAN,
AND FINDING PLAN CONFORMANCE FOR THE CERTIFIED BLUE RECYCLING FACILITY AT 2075
WILLIAMS STREET, SAN LEANDRO, CALIFORNIA**

The Board of the Alameda County Waste Management Authority ("WMA") resolves as follows:

SECTION 1 (Adoption)

The Board of the WMA does hereby adopt this Resolution in full consisting of Section 1 through Section 5.

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, dated February 26, 2003, and has adopted minor amendments since then, with an update adopted on April 22, 2020.
- (d) The WMA finds that the Certified Blue Recycling Facility ("Facility") has been operating at 2075 Williams Street, San Leandro, CA 94577 since 2001. On May 7, 2020, the City of San Leandro issued a new Conditional Use Permit (PLN19-057) for the Facility that included expanding operations to: increase tons-per-day of construction, demolition, and inert debris that the Facility may accept; increase truck trips to and from the Facility; extend the Facility's operating hours; and allow the Facility to accept material from the public, in addition to other related activities (the "Project").
- (e) The WMA finds that the City of San Leandro prepared, considered, and adopted on May 7, 2020 an Initial Study and Negative Declaration (IS/ND) as required by the California Environmental Quality Act ("CEQA") for the Project.
- (f) The WMA finds that on July 25, 2020 the Project applicant submitted the required information to the WMA to amend the CiWMP to include the Facility at 2075 Williams Street, San Leandro, CA 94577.
- (g) The WMA finds that the Recycling Board, acting as the Local Task Force, has reviewed and commented on the proposed amendment, and the Planning & Organization Committee of the WMA has considered the CiWMP Amendment, including any comments by the Local Task Force, and has recommended approval of the CiWMP Amendment and conformance finding.

Attachment A

- (h) The WMA finds that WMA staff provided all required notice and held a duly noticed public hearing on September 23, 2020 to consider the ColWMP Amendment and conformance finding for the Facility.
- (i) The WMA finds that the WMA Board considered all materials and testimony presented by the public, Local Task Force, Project applicant, and WMA staff.
- (j) The WMA finds that it is a Responsible Agency under CEQA, that this Project underwent the required review under CEQA, and that the WMA's action is within the scope of activities addressed by the City of San Leandro's IS/ND.
- (k) The WMA finds that the WMA Board has independently reviewed and considered the City of San Leandro's IS/ND.
- (l) The WMA finds that since the City of San Leandro's adoption of the IS/ND, no substantial changes have occurred and no new information or changed circumstances exist that require revisions of the IS/ND due to new significant environmental effects or a substantial increase in the severity of previously identified significant effects.
- (m) The WMA concurs with the City of San Leandro, that the Project will not result in any significant environmental impacts.

SECTION 3 (CEQA Determinations)

The WMA's approval of the ColWMP amendment and conformance determination, as conditioned, will have a less than significant impact on the environment as documented in the IS/ND.

SECTION 4 (Amendment of ColWMP)

The WMA hereby amends the ColWMP as set forth in the ColWMP Amendment text attached hereto as Exhibit 1 and made a part of this Resolution, subject to the Conditions of Approval attached hereto as Exhibit 3.

SECTION 5 (Conformance Determination)

The WMA does hereby determine that the proposed Project is in conformance with the ColWMP as amended, including the siting criteria as set forth in the siting criteria findings attached hereto as Exhibit 2 and made a part of this Resolution, and that the Certified Blue Recycling Facility, as conditioned by the Conditions of Approval attached hereto as Exhibit 3, would be in conformance with the ColWMP as amended.

Attachment A

Passed and adopted this 23rd day of September, 2020 by the following vote:

AYES:

NOES:

ABSTAINING:

ABSENT:

Arliss Dunn
Clerk of the Board

Exhibits:

Exhibit 1: Text Changes to the Countywide Integrated Waste Management Plan

Exhibit 2: Siting Criteria Findings

Exhibit 3: Conditions of Approval

Attachment A

Exhibit 1: ColWMP Amendment Text

Text Changes to the Alameda County Countywide Integrated Waste Management Plan for the Certified Blue Recycling CDI Transfer/Processing Facility Located at 2075 Williams Street in the City of San Leandro

The Alameda County Countywide Integrated Waste Management Plan (“Plan”) adopted April 22, 2020 is hereby amended again as set forth below. In the sections that follow, text to be added to the Plan is shown in **underline bold** and text to be deleted is shown in ~~strikethrough~~.

1. Figure 3-A on page 3-9 shows the location of waste management facilities serving Alameda County. Amend Figure 3-A adding the name and location of the Certified Blue Recycling Facility to the map.
2. Table 3-6 on page 3-12 summarizes information (in alphabetical order) regarding non-disposal facilities operating under Full Solid Waste Facility permits in Alameda County. Amend Table 3-6 as provided below:

Name	Address	Type	Owner/Operator
<u>Certified Blue Recycling</u>	<u>2075 Williams St.</u> <u>San Leandro, CA 94577</u>	<u>Transfer Station</u>	<u>Bluewater Environmental Services, Inc.</u>

3. Appendix C, beginning on page C-1, provides brief descriptions of non-disposal facilities within Alameda County, in alphabetical order by facility type. Amend page C-2 to add the following description for the CBR Facility, above “CWS Transfer/Processing Facilities”:

Certified Blue Recycling CDI Transfer/Processing Facility

The Certified Blue Recycling (CBR) Construction, Demolition, and Inert Debris (CDI) Transfer/Processing Facility (01-AA-0315) is located at 2075 Williams Street in the City of San Leandro on a 4.9-acre parcel of which 2.2 acres are dedicated to facility operations. The Facility, owned by Bluewater Environmental Services, Inc., began operations in 2001 as a medium volume CDI transfer/processing facility and expanded to a large volume facility in 2020. The Alameda County Department of Environmental Health is the LEA for CBR. The Facility is permitted to handle up to 350 TPD of CDI materials, including lumber materials, sheetrock, metal, plastics, concrete, dirt, rock, asphalt, cardboard generated by construction and demolition work, and green waste (wood/tree limbs and trunks/logs).

CBR accepts materials from commercial contractors and haulers, as well as public self-haul, from throughout the San Francisco Bay Area. Materials are sorted on-site and sent to the appropriate recycling facilities, with residuals sent to landfill. In 2019, CBR accepted approximately 23,250 tons of material (64 TPD) and diverted 14,334 tons from landfill (39 TPD).

Exhibit 2: Siting Criteria Findings

The Alameda County Waste Management WMA (“WMA”) has reviewed the materials submitted in connection with the Certified Blue Recycling CDI Transfer/Processing Facility (“Facility”). Based on that review, the WMA hereby makes the following determinations pursuant to the relevant provisions of Chapter 6, Table 6-1 of the ColWMP. The Initial Study/Negative Declaration (IS/ND) CEQA document prepared by the City of San Leandro also contains an analysis of many of the siting criteria listed below.

A. Seismic

The proposed project is not within 200 feet of an active or recently active fault.

B. Floodplains

The proposed project is not located in a 100-year floodplain nor in an area subject to flooding.

C. Wetlands

The Facility has been in operation since 2001 and is located on a developed, paved lot with no proposed expansion of the Facility’s footprint. While a manmade bioswale exists at the southeast area of the site to control stormwater runoff, the existing location is not located on wetlands.

D. Endangered Species Habitat

The Facility has been in operation since 2001 and is located on a fully developed, paved lot in an industrial area of San Leandro. There is no proposed expansion of the Facility’s footprint. The existing location does not contain endangered species habitat.

E. Unstable Soils

The Facility is located on an existing paved, flat lot and is not located on unstable soils.

F. Major Aquifer Recharge Areas

The Facility has been in operation since 2001 and is located on a developed lot with impervious asphalt surfaces. A manmade bioswale is located at the southeast area of the site to control stormwater runoff, however the proposed project will not alter the amount or location of paved areas. Due to the largely impervious surface of the site, it is not a substantial groundwater recharge site.

G. Depth to Groundwater

The Facility has been in operation since 2001 and is located on a paved lot. No alterations are proposed to the site or building that would affect groundwater and the location is not known to have a high water table.

H. Permeable Strata and Soils

The Facility has been in operation since 2001 and is located on a developed, paved lot with no proposed expansion of the Facility’s footprint. The soils under the site have been identified as Danville silty clay loam, which is characterized as well drained with slow to medium runoff and slow permeability.

Attachment A

I. Non-attainment Air Areas

The Facility and associated vehicles and equipment are permitted and in compliance with the Bay Area Air Quality Management District (BAAQMD) permitting requirements.

J. PSD Air Areas

See requirements of (I) above.

K. Mineral Resources Area

The proposed project is not located in an identified mineral resources area and proposes no expansion of the existing footprint.

L. Prime Agricultural Lands/Open Space

The proposed project is located on a developed, paved lot that is zoned industrial and not located on prime agricultural lands or open space.

M. Military Lands

The proposed project is not located on military land.

N. Other Federal, State and Indian Lands

The proposed project is not located on Federal, State, or Indian lands.

O. Proximity to Major Transportation Routes

Interstate 880 is located less than two miles to the east of the Facility and is the route utilized by most trucks trips to and from the project site. The Marina Boulevard exit is the closest exit to the project site, and therefore, the exit that trucks would use in route to the site. While an increase in truck trips is proposed as part of the Facility's expansion, a Trip Generation Analysis was completed as part of the IS/ND that found a less than significant impact on traffic.

P. Proximity to Development

The Facility has in operation since 2001 and is located in an existing industrial area. The major routes to the facility do not pass through any residential neighborhoods.

Q. Residential Development

While the Facility is located in an industrial area of San Leandro, the project site is within 500 feet of existing residences. However, the proposed increase in operations will have a less than significant impact on surrounding residences. Noise measurements were conducted as part of the IS/ND. The existing noise levels at the residences closest to the project site are higher than noise levels on the project site during operation. Therefore noise at the Facility does not affect noise levels at nearby residences and no additional noise control measures are required. No additional mechanical equipment is proposed that would increase noise levels on the project site.

The Facility complies with all the applicable local and State requirements regarding odor control measures, personal health and safety, and sanitation facilities. Waste materials that could perish and rot, creating odors during decay, are restricted and prohibited from being brought to the Facility. These restrictions on perishable waste prevent adverse odors from impacting nearby residences.

Attachment A

The Facility does not have stationary industrial emission sources that require BAAQMD permits. Emissions associated with the project are primarily associated with mobile source tractor trailer trips to deliver and pick up materials from the Facility. Most trucks travel between the Facility and Interstate 880 via Marina Boulevard to Merced Street to Williams Street because this is the most direct route. This route is through industrial areas where there are no residential developments. Once on site, trucks are shutoff to prevent lengthy periods of idling, which reduces vehicle emissions.

R. Institutional Facilities

See responses to (Q) above and (S) below.

S. Public Facilities: Schools, Churches, Hospitals, Civic Buildings, Libraries

There are no churches, hospitals, civic buildings, libraries, or public schools within 500 feet of the Facility. There is a private daycare center located approximately 235 feet from the southwest corner of the project site. There are intervening structures between the daycare center and the project site that block views, such that the Facility has no aesthetic impact on the daycare center. As described above under (Q), noise generated from operation of the Facility is less loud than existing ambient noise levels at nearby residences. The daycare center is located farther from the project site than these existing residences. Therefore, operational noise has no effect on ambient noise levels at the daycare center.

T. Proximity to Public Services

The Facility has been in operation since 2001 and is located in an urban industrial area that has access to existing utilities including city sewer, water, electrical, and local emergency services with reasonable response times that are adequate to support existing operations and the proposed expansion of capacity.

U. Proximity to Waste Stream

The existing Facility only accepted materials from customers with a CBR account, mostly commercial contractors and haulers, and did not accept self-haul CDI from the public. However, the proposed project will be open to the public, increasing the amount of CDI materials incoming to the Facility. The Facility receives materials from throughout the San Francisco Bay Area, where many cities, including the City of San Leandro, have construction and demolition debris ordinances mandating a percent diversion from landfill. CDI debris collection and sorting is a specialized process and the urban industrial location of the project site is in close proximity to many waste streams.

V. Conformance with Approved Countywide Siting Element of the Integrated Waste Management Plan ("Plan")

The existing Facility, operating under a Registration Permit from CalRecycle, is identified in the City of San Leandro's Non-Disposal Facility Element (NDFE). The increase in tonnage and expansion of operations that triggers the need for a Full Solid Waste Facility Permit requires a Conformance Finding and amendment to the Countywide Element of the CoIWMP.

As a CDI Transfer/Processing Facility, CBR's operations are aligned with the Goals of the Countywide Element to divert materials from landfill, recover materials for reuse, and have responsible infrastructure for diversion.

Attachment A

W. Recreational, Cultural, or Aesthetic Areas

The Facility has been in operation since 2001 is located on a developed, paved lot that is zoned industrial and not located on or will have a negative impact on any recreational, cultural, or aesthetic areas. No expansion of the Facility's footprint is proposed.

X. Airport Zones

The proposed project is approximately 1.5 miles from Oakland International Airport and the project site is within Zone 6: Traffic Pattern, one of seven safety compatibility zones of the Oakland International Airport. However, the Facility has been in operation since 2001 and its use is compatible with the Airport Policy Land Use Plan. Additionally, there will be no change from the existing conditions at the site regarding potential impacts with the airport.

Y. Gas Migration / Emissions

The existing Facility complies with all the applicable local and State requirements regarding odor control measures. Waste materials that could perish and rot, creating odors during decay, are restricted and prohibited from being brought to the Facility. Details of how loads are checked for non-acceptable materials are outlined in CBR's Facility Plan. While the proposed project would increase the maximum amount of materials processed daily at the Facility, it would not change the types of materials accepted.

Although the Facility does and would continue to reject perishable waste materials, green waste, such as grass clipping or fallen leaves, do make their way into the Facility incidental to CDI debris. Typically, green waste generates a less foul odor than other decomposing types of waste, such as food scraps. However, as green waste would not be directly accepted, gas migration and emission impacts would be less than significant.

Z. Contingency

The Facility has been in operation since 2001 and has an existing CERS Consolidated Emergency Response/Contingency Plan.

Exhibit 3: Conditions of Approval

**Conditions of Approval for the ColWMP Amendment and Conformity Determination for the
Certified Blue Recycling CDI Transfer/Processing Facility**

Pursuant to the Joint Powers Agreement establishing the Alameda County Waste Management Authority (“WMA”), the Alameda County Integrated Waste Management Plan, and State law, the ColWMP amendment and conformity determination enacted by the resolution to which this exhibit is attached is subject to the conditions below:

1. Operations at the Certified Blue Recycling (CBR) Transfer/Processing Facility (“Facility”) located at 2075 Williams Street in the City of San Leandro shall comply with all requirements governing the design and operation of large volume transfer/processing facilities under the Full Solid Waste Facility Permit (SWFP) as set forth in Title 14 of the California Code of Regulations.
2. The materials that may be processed by the Facility are limited to the materials that the Facility is currently permitted to take. Inbound materials shall be visually inspected for unacceptable materials upon arrival to the site and rejected, as appropriate.
3. Any plant debris (grass, leaves, shrubbery, vines, tree branches, etc.) shall be separated and diverted to a composting facility in accordance with the WMA’s Mandatory Recycling Ordinance 2012-01 and Plant Debris Landfill Ban Ordinance.
4. No more than the permitted capacity of 350 tons per day of materials shall be processed by the Facility.
5. The number of truck trips transferring incoming and outgoing materials shall not be more than the permitted 256 truck loads per day.
6. The Facility shall be constructed and operate in compliance with the descriptions and assumptions made in the Initial Study/Negative Declaration adopted by the City of San Leandro.
7. The Facility operator must identify the weight of all waste materials received at the transfer station, by jurisdiction of origin, and report the results to the WMA, as provided by WMA Ordinance 98-01. The transfer station operator must identify the weight of all material transferred for disposal, by landfill destination.
8. The resolution to which these Conditions of Approval is attached shall take effect only upon CBR’s acceptance of these conditions and its agreement to indemnify and hold harmless the WMA, its agents, officer, and employees according to the terms in paragraph (9) below.
9. CBR and Bluewater Environmental Services, Inc. shall defend (with counsel acceptable to the WMA), indemnify and hold harmless the WMA, its agents, officers and employees for any costs, including attorneys’ fees, incurred by the WMA, its agents, officers or employees in the defense of any action brought against the WMA, its agents, officers or employees, in

Attachment A

connection with the approval or implementation of WMA Resolution 2020-02. The WMA may elect, at its sole discretion, to participate in the defense of such action, and CBR and Bluewater Environmental Services, Inc. shall reimburse the WMA, its agents, officers or employees for any costs, including attorneys' fees, that the WMA, its agents, officers or employees incur as a result of such action. The WMA will provide statements indicating its reimbursable costs expended each month. CBR and Bluewater Environmental Services shall remit payment to the WMA for such costs within ten business days of receipt of such statements. This indemnification shall be binding upon the WMA, CBR and Bluewater Environmental Services, Inc. and all their successors and assigns.

10. Applicant shall maintain a facilities plan that includes the Operator's Load Check Program outlining activities Operator will implement to identify and reject non-Construction, Demolition and Inert materials from incoming loads to facility. Activities should be consistent with the doubling of operations requested as part of the Conditional Use Permit and Full SWFP.
11. CBR is currently a Recycling Certification Institute (RCI) certified Mixed C&D processing facility. CBR shall maintain its certified status with RCI, or an equivalent third-party facility certification program, while operating in the City of San Leandro.
12. CBR shall comply with the Alameda County Integrated Waste Management Plan, all applicable existing and future ordinances and resolutions of the WMA (including, but not limited to, Ordinance 2009-01 and Resolution 2009-03), all fee and reporting requirements imposed by the WMA, and all conditions imposed by the City of San Leandro, including those under Conditional Use Permit PLN19-0057, and other regulatory agencies.
13. These conditions of approval shall restrict the operations of the Facility and shall be incorporated in, and enforceable under, CBR's Full Solid Waste Facilities Permit issued by the Alameda County Local Enforcement Agency and may be enforced by the City of San Leandro in connection with its enforcement of its permits for the Facility.
14. Any activities beyond those provided for by Resolution 2020-02 shall require a new CoIWMP amendment and conformance determination by the WMA.



DATE: August 13, 2020

TO: Planning Committee/Recycling Board

FROM: Emily Alvarez, Program Manager

SUBJECT: Amendment to the Alameda County Integrated Waste Management Plan (CoIWMP) for Certified Blue Recycling Facility located at 2075 Williams Street in San Leandro

SUMMARY

Certified Blue Recycling (CBR) is proposing expanded operations at its existing construction, demolition, and inert (CDI) debris transfer/processing facility at 2075 Williams Street in the City of San Leandro. CBR is seeking an amendment to the Alameda County Integrated Waste Management Plan (CoIWMP) and a finding of conformance with the CoIWMP. This report sets forth the background, project description, CEQA compliance, and staff recommendation to approve the proposed amendment and conformance finding. The proposed project will be reviewed by the Recycling Board acting as the Local Task Force (LTF) and the Planning Committee prior to action by the Waste Management Authority (WMA).

DISCUSSION

Background

Certified Blue Recycling (CBR), owned by Bluewater Environmental Services, Inc., has operated a CDI processing/transfer facility at 2075 Williams Street in the City of San Leandro (Alameda County Assessor's Parcel Numbers 077A-0700-006-02 / 016-03) since 2001. The site is zoned as Industrial General and is designated as General Industrial and Industrial Transition in the City's General Plan. CBR's Facility has historically not been open to the public, only accepting materials from customers who have an account with CBR (such as commercial contractors and haulers). CBR accepts CDI debris including, but not limited to lumber materials, sheetrock, metal, plastics, concrete, dirt, rock, asphalt, cardboard generated by construction and demolition work, and green waste (wood/tree limbs and trunks/logs). Materials are sorted on-site and sent to the appropriate recycling facilities, with residuals sent to landfill.

CBR's Facility was permitted for less than 175 tons per day of solid waste under their Registration Permit issued by CalRecycle (SWIS #01-AA-0315) and enforced by the Alameda County Department of Environmental Health, acting as the Local Enforcement Agency (LEA). Existing operations include

Attachment B

approximately 156 truck trips per day for accepting incoming waste and transferring sorted materials to recycling facilities or landfills. CBR processes materials and conducts maintenance activities from 7:00 a.m. to 4:00 p.m. Monday through Friday and from 7:00 a.m. to noon on Saturday. CBR only receives materials from 7:00 a.m. to 4:00 p.m. Monday through Friday and is not officially open for business on Saturdays. The Facility operates under an existing Conditional Use Permit (PLN2009-00022) from the City of San Leandro.

Project Description

As stated by the applicant, CBR is proposing to expand its operations to meet demand for CDI materials. Building material recycling is required by the City of San Leandro for most demolition permits. As of January 1, 2019, the City requires all residential and commercial projects to recycle and/or salvage for reuse a minimum of 65 percent of nonhazardous construction and demolition waste in accordance with the 2019 California Green Building Standards Code.

CBR is proposing to increase the maximum permitted tonnage, increase truck trips, and modify an existing wall on the site. Additionally, CBR is proposing to extend its hours and open its facility to the public for self-haul of CDI materials. The proposed project does not include any modifications to existing buildings on the site or expansion of the facility's footprint. No additional heavy machinery is proposed.

CBR is making the following specific changes to its facility and operations:

- Operate as a large volume transfer/processing facility under a Full Solid Waste Facility Permit (SWFP), compared to current operations as a medium volume facility under a Registration Permit.
- Increase the overall permitted tonnage for the facility from less than 175 tons per day (TPD) to less than 350 TPD.
- Increase vehicle trips from 156 truck trips per day to 256 truck trips per day.
- Replace Jersey blocks with a permanent "push wall" along the perimeter of the processing yard area.
- Modify hours of operation to 7:00 a.m. to 5:00 p.m. on weekdays (currently operations cease at 4:00 p.m.) and expand operations on Saturdays from 7:00 a.m. to noon to include acceptance of materials.
- Accept CDI materials from the public.

City Approvals

On May 7, 2020, the City of San Leandro approved the modified Conditional Use Permit for CBR (PLN19-057) to allow increased tonnage, increased truck trips, extend operating hours, open the facility to the public, and approve the modified wall design.

Attachment B

ColWMP Amendment and Finding of Conformance

An amendment to the ColWMP is needed to add the location and description of the CBR Facility to the ColWMP. Under the criteria set forth in the ColWMP, any solid waste facility located in Alameda County seeking a Full SWFP must undergo a review for conformance with the ColWMP and an amendment if deemed in conformance.

Before the WMA Board considers the ColWMP Amendment, the proposed ColWMP Amendment must be reviewed by the Recycling Board in its capacity as the Local Task Force and the Planning Committee of the WMA. If the WMA Board approves the amendment, the changes will be forwarded to CalRecycle for processing and approval.

CEQA Compliance

For purposes of the California Environmental Quality Act ("CEQA"), the City of San Leandro acted as the lead agency for the CBR project and prepared an Initial Study/Negative Declaration,¹ which was adopted on May 7, 2020 (Resolution 2020-008).

The WMA is a responsible agency under CEQA and thus must consider the information in the IS/ND. Consistent with the Public Resource Code (PRC 21166) and the CEQA Guidelines (section 15162), when a negative declaration has already been adopted, no subsequent or supplemental CEQA documentation shall be required by a responsible agency unless one or more of the following events occurs:

- (a) Substantial changes are proposed to the project that will require major revisions of the negative declaration due to new significant environmental effects,
- (b) Substantial changes occur with respect to the circumstance under which the project is being undertaken that will require major revisions in the negative declaration due to new significant environmental effects, or
- (c) New information, which was not known and could not have been known at the time the negative declaration was adopted, becomes available that will require major revisions of the negative declaration due to new significant environmental effects.

Staff has reviewed the City of San Leandro's documents for the IS/ND. Staff concludes that, based on the whole record before it, the facility underwent the review required under CEQA and that the ColWMP amendment is within the scope of activities addressed by the City of San Leandro's IS/ND. Since preparation and adoption of the IS/ND, there have been no substantial changes to the project. In addition, the conditions at the project site have not changed since preparation of the IS/ND, nor are there any other substantial changed circumstances, or new information that has become available that would result in any new significant impacts or a substantial increase in impacts considered in the IS/ND.

¹ The IS/ND for CBR can be found at: <https://www.sanleandro.org/civicax/filebank/blobdload.aspx?BlobID=31287>

Attachment B

WMA staff concurs with the City's finding that the proposed project will not have a significant impact on the environment since it involves an existing use and no major changes on site.

Local Task Force and Planning and Organization Committee Review

The Recycling Board, as the Local Task Force, and the Planning Committee of the WMA will consider the proposed ColWMP Amendment at its teleconference meeting on August 13, 2020 at 4:00 p.m. In its advisory capacity, the Local Task Force will review and provide comments on the proposed ColWMP Amendment (which can include a comment recommending adoption). The Planning & Organization Committee will receive the staff report and consider whether to recommend approval of the proposed ColWMP Amendment and conformance finding to the full WMA.

RECOMMENDATION

Staff recommends that the Recycling Board (in its role as Local Task Force) provide comments recommending, and that the Planning Committee recommend to the WMA Board that it hold a public hearing and adopt a resolution to (1) amend the ColWMP (Exhibit 1) to include the Certified Blue CDI Recycling Facility in the City of San Leandro, and make additional changes for consistency, (2) find that the CBR Facility conforms to the ColWMP as amended, and (3) make the findings required by CEQA.



DATE: September 23, 2020

TO: Waste Management Authority Board

FROM: Kelly Schoonmaker, Program Manager

SUBJECT: Communications Tower Lease on Authority Property

SUMMARY

The WMA owns and manages rangeland property with multiple tenants in the Altamont Hills. The WMA proposes to enter into a new lease agreement for a telecommunications site with the current tenant, Vasco Winds, LLC, whose lease expires on October 1, 2020. At the September 23, 2020, WMA meeting, staff will ask the WMA Board to authorize the Executive Director to enter into a new lease agreement with Vasco Winds, LLC.

DISCUSSION

In 1993-94, the WMA purchased 1,600+ acres of land over six parcels in the Altamont Hills in unincorporated Alameda County ("Property"). The parcels were purchased by voluntary agreements with property owners, using funds from the San Francisco Mitigation Fee account for the purpose of reserve landfill capacity. Current uses of the Property include cattle grazing (through licenses with private parties), transmission and communications towers (through leases and licenses with public and private parties), one residential rental of a historic farmhouse, and a wind power easement over a portion of the Property. Staff manages all of the land and activities according to sustainable stewardship practices and in accordance with our Range Management Plan.

In 2009, the WMA entered into an agreement with Altamont Infrastructure Company, LLC, to lease a communications tower and building on Parcel 6 ("Tower") to enable communications for the wind operations. This lease was assigned to Vasco Winds, LLC, (Vasco Winds) in 2016. The lease expired on October 1, 2019 and was extended to September 30, 2020. Vasco Winds has requested to enter into a new lease agreement to continue use of the tower. The final draft agreement (Attachment) has been reviewed by Vasco Winds and WMA staff and counsel. The term of the lease is 10 years, and the annual rent is \$4,040. This rental amount includes a 3% annual increase averaged over the ten-year term of the lease. Based on a Board-adopted policy, conducting a formal bid process is not required in this case due to the length of the lease term (10 years or shorter) and the amount of the rent (less than \$5,000 monthly).

RECOMMENDATION

That the Authority Board authorize the Executive Director to enter into a lease agreement with Vasco Winds, LLC, for use of the communications tower and building on Parcel 6.

ATTACHMENT

Lease Agreement between Vasco Winds, LLC, and Alameda County Waste Management Authority

LEASE AGREEMENT BETWEEN
VASCO WINDS, LLC
AND
ALAMEDA COUNTY WASTE MANAGEMENT AUTHORITY

THIS LEASE AGREEMENT (“Lease Agreement”) dated as of September ____, 2020, is made by and between Vasco Winds, LLC, a Delaware limited liability company (“Lessee”) and the Alameda County Waste Management Authority, a public agency (“Lessor”).

RECITALS

This Lease Agreement is entered into based upon the following facts, circumstances and understandings:

- A. Lessor owns certain real property on Patterson Pass Road, Livermore, California, legally described in Exhibit A attached hereto and commonly known as Parcel 6 (“Lessor’s Real Property” or “the Property”). Lessor owns a building on Parcel 6 (“the Building”) and the exterior of the Building contains a lattice tower. Most of the Property is subject to a Conservation Easement Deed dated and recorded December 21, 2018, which protects the conservation values of the Property (“Conservation Easement”).
- B. Lessee operates and maintains various assets relating to and necessary for the operation of wind energy generation facilities in the Altamont Pass, which are in the vicinity of the Property. Lessee desires to lease space within the Building and on the existing lattice tower, for the purpose of installing equipment, including antennas, cabling, radios and an equipment cabinet (“Lessee’s Equipment”).
- C. Lessor is willing to lease space within the Building and on the lattice tower, as described in Exhibit B attached hereto (“the Premises”) to Lessee for Lessee’s proposed uses subject to the terms and conditions of this Lease Agreement. The Premises are not within the portion of the Property protected by the Conservation Easement.

WHEREFORE, the parties hereto agree as follows:

1. **Grant of Lease.** Lessor hereby leases to Lessee the Premises for Lessee’s proposed use, subject to the following terms and conditions.

2. **Permitted Uses.** The Premises may be used by Lessee for the installation, use and maintenance of Lessee's Equipment for its radio transmission relay services to the surrounding area ("Permitted Uses").
3. **Term.** The term of this Lease Agreement ("Term") shall be ten (10) years commencing October 1, 2020 ("Commencement Date").
4. **Rent and Services.**
 - a. Lessee shall pay Lessor, as rent, the sum of \$4,040.00 per year ("Rent"), payable annually on or before October 1st of each year to Lessor's mailing address specified in Section 17, Notices and Deliveries.
 - b. If the Rent is not received by Lessor on or before the thirtieth (30th) day following the due date, it shall be deemed delinquent. If the Rent is not paid before delinquency and Lessee has received written notice of a default from Lessor, then the amount due and unpaid shall be subject to a late charge at the rate of five percent (5%) of the overdue amount, without limitation to Lessor's other rights and remedies under this Lease Agreement.
 - c. In addition to paying such Rent, the Lessee shall pay for utility services to the Premises resulting from Lessee's use of the Premises or Lessee's Equipment, including any costs and expenses related to any utility meters, connection charges, deposits or fees chargeable by any utility company. Utility upgrades necessary for Lessee's use of the Premises shall be made by Lessee at its sole expense. Utility upgrades shall all be underground with the exception of above ground components within the Premises. Lessee shall also upgrade utility connections to the existing facilities at the Premises as necessary. Lessee shall not interrupt power to the Premises without prior notification to Lessor and any other users of the Premises. Should power interruption attributable to Lessee occur in excess of 4 hours, Lessee shall at its sole expense provide an uninterrupted power supply for other users of the Premises.
5. **Ongoing Access to Premises.** Throughout the Term of this Lease Agreement, Lessee shall have the right of access to the Premises through Lessor's Real Property for its employees and agents twenty-four (24) hours a day, seven (7) days per week, at no additional charge to Lessee. In exercising its right of access to the Premises herein, Lessee agrees to cooperate with any reasonable security procedures utilized by Lessor at Lessor's Real Property and further agrees not to disturb or interfere with the business or other activities of Lessor or of other lessees, tenants or occupants of Lessor's Real Property. Lessor shall comply with the safety procedures attached hereto as Exhibit C and shall maintain all existing access roadways or driveways extending from the nearest public

roadway to the Premises in a manner sufficient to allow for Lessee's access to the Premises. Lessee shall not be responsible for maintaining and repairing such roadways and driveways, except for any damage caused by Lessee's use of such roadways or driveways. If Lessee causes any such damage, Lessee shall notify Lessor and repair within twenty (20) days the same at its sole expense, or if the roadway is impassable, Lessee shall repair the road within five (5) days at its sole expense.

6. **Lessee's Work, Maintenance and Repairs.** Lessee shall be responsible for ensuring the Premises are maintained in neat and safe condition in compliance with all applicable codes and governmental regulations, at no cost to Lessor. Any damage caused to the Premises by Lessee, its employees, agents, contractors, subcontractors, sublessees, licensees, or invitees, shall be promptly repaired within fifteen (15) days, or as otherwise agreed to by the parties, at the sole expense of Lessee after providing timely notice of such damage to Lessor. Lessee shall maintain and replace as needed any and all gates on the Premises that Lessee has installed, and shall return all gates on Lessor's Real Property that Lessee did not install to the same condition that Lessee finds them. Lessee shall ensure gates are closed after use by Lessee, and Lessee shall make every reasonable effort not to disturb agricultural operations on Lessor's Real Property, including but not limited to, by keeping all vehicles on designated roadways. Lessee shall take all reasonable precautionary measures to guard against fire on Lessor's Real Property while on or in any way using the Premises or Lessor's Real Property. Upon the expiration, cancellation or termination of this Lease Agreement, Lessee shall surrender the Premises in good condition, less ordinary wear and tear. Lessee shall restore the surface of the ground to the same condition it was in at the Commencement Date, less ordinary wear and tear.
7. **Title to Lessee's Equipment.** Title to Lessee's Equipment, and any other items placed on the Premises by Lessee shall be held by Lessee. All of Lessee's Equipment shall remain the property of Lessee and is not to be considered fixtures. Lessee shall remove at its sole expense all Lessee's Equipment and, if requested by Lessor, any and all other improvements installed within the Premises. Such removal shall be coordinated with Lessor with the expiration or termination date of this Lease Agreement.
8. **Interference with Other Activities.** Lessee's Equipment and operations shall not interfere with any activities or uses of Lessor's Real Property by Lessor or other tenants, lessees or easement holders on the Property, including but not limited to cattle grazing, telecommunications, East Bay Regional Communications Systems Authority, Bay Area Air Quality Management District which exist now on Lessor's Real Property ("Other Activities"). Upon written notice from Lessor of apparent interference by Lessee with Other Activities, Lessee shall have the responsibility to promptly terminate such

interference or demonstrate to Lessor with supporting documentation that the apparent interference is not caused by Lessee's Equipment or operations. In addition, Lessor shall comply with the Conservation Easement when accessing any portion of the Property outside the Premises, and shall not undertake any activities within the Premises that harm the conservation values protected by the Conservation Easement, which Lessee acknowledges it received prior to entering into this Lease Agreement. Notwithstanding the foregoing, Lessor may continue to use the Premises for the Permitted Uses.

- 9. Taxes.** Lessee shall reimburse Lessor for any increase in the real property taxes or personal property taxes levied against Lessor's Real Property or due and payable as a result of this Lease Agreement or Lessee's use of the Premises. Nothing in this paragraph shall be construed as limiting either party's right to contest, appeal or challenge any tax assessment.

10. Termination.

- a.** This Lease Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant, condition, or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that if such default is curable, but not curable within such sixty (60) day period, then within such period of time as is reasonably necessary to accomplish such cure (in order to avail itself of this time period in excess of sixty (60) days, the defaulting party must send to the other party, within the sixty (60) day period, a written plan to cure the default, which is reasonably acceptable to the other party, and the defaulting party must diligently commence and continue to perform such cure to completion according to the written plan); (ii) by either party if Lessee is unable to occupy or utilize the Premises due to a ruling or directive of any governmental or regulatory agency; or (iii) by Lessor if it determines that the Lease Agreement conflicts with plans or uses approved by Lessor in the future for Lessor's Real Property.
- b.** This Lease Agreement may be terminated without further liability on one hundred eighty (180) days prior written notice by Lessee, if it determines that the Premises are not appropriate for the intended purpose of the Lease Agreement. In such event, Lessee shall pay a termination fee in an amount equal to six (6) months or two (2) quarters of the then current Rent and remove any and all of Lessee's Equipment and installations, restoring the surface to the condition it was in prior to this Lease Agreement, normal wear and tear excepted. The termination fee shall be paid within thirty (30) days of the effective date of termination of this Lease Agreement. Payment of the termination fee shall not alleviate or be in lieu of the Lessee's

obligation to remove equipment and installations and restore the surface to its pre-lease condition, normal wear and tear excepted.

11. Insurance. Lessee shall, at Lessee's own cost and expense, secure and maintain during the entire Term, insurance as required by the provisions set forth in Exhibit D.

12. Use of Lessor's Property.

a. **Notice of Non-Responsibility.** Lessor shall have the right to post and maintain on Lessor's Real Property and to record as required by law any notice or notices of non-responsibility provided for by the Mechanics' Lien Laws of the State in which Lessor's Real Property is located.

b. **Compliance with Law.** All of Lessee's Equipment and operations on the Premises shall be in accordance with all valid laws, ordinances, statutes, orders and regulations, in effect at the time of such construction or work or otherwise made applicable to such construction or work, of all federal, state, county or local governmental agencies or entities having jurisdiction over Lessor's Real Property and Lessee's actions.

c. **Mechanics' Liens.** Lessee shall keep Lessor's Real Property and all buildings and improvements, now or hereafter located on Lessor's Real Property free and clear of all liens and claims of liens which attach to Lessor's Real Property or to any of Lessor's improvements located on Lessor's Real Property for labor and services performed on, and materials, supplies or equipment furnished to Lessor's Real Property in connection with Lessee's use of Lessor's Real Property pursuant to this Lease Agreement.

13. Assignments or Transfers. Except as otherwise provided herein, Lessee may not assign or transfer this Lease Agreement to any person or entity without the prior written approval of Lessor. Lessee shall provide Lessor written notice of a request of assignment at least thirty (30) days prior to the effective date of the proposed assignment. Approval of assignment by Lessor shall not be unreasonably withheld. Lessee will be permitted to assign or transfer this Lease Agreement to an Affiliate without obtaining the prior written consent of Lessor but shall provide Lessor with notice of any such transfer within ten (10) days of such transfer. "Affiliate" shall mean and refer to any person or entity controlling or controlled by Lessee, or an entity that has acquired fifty-one percent (51%) or more of Lessee's stocks or assets.

14. Subleases. This Lease Agreement is made exclusively between Lessor and Lessee. Lessee shall not sublease any portion of the Premises without Lessor's prior written consent. Any such sublease for which consent is granted shall provide that the sublessee shall be bound by all the duties and obligations of this Lease Agreement and that Lessee shall be primarily liable to Lessor for such sublessee's performance under this Lease Agreement.

15. Indemnification.

- a. Lessee agrees to indemnify, hold harmless, defend, and protect Lessor, its officers, directors, agents, employees, invitees (each of which is an indemnitee) from and against any and all claims, losses, damages, demands, liabilities, suits, costs, expenses (including attorneys' fees), penalties, judgments, or obligations whatsoever for or in connection with injury (including death), damage to any person, loss or damage of property to whomsoever belonging, or pecuniary or monetary loss resulting from, arising out of, or in any way related to activity conducted by the Lessee. This includes, but is not limited to, Lessee's development, construction, use, maintenance, and occupation of, and/or removal from the premises, and any facilities or operations thereon, including events occurring on or off the property, premises, or facilities, regardless of how the injury or damage was caused or suffered, unless the injury or damage resulted solely from the active gross negligence or intentional and willful misconduct of the Lessor, its officers, directors, agents or employees.
- b. Lessee hereby waives all claims and recourse against Lessor, including the right of contribution for loss, damage, or expenses by reason of death or injury to persons or damage to the Premises, and releases Lessor from any liability relating to or in any way connected with Lessee's activities or Lessee's use of the property, premises, or facilities, unless injury or damage is caused solely by the active gross negligence or intentional and willful misconduct of Lessor, its officers, directors, agents or employees.
- c. The provisions of this section shall survive the expiration, cancellation or expiration of this Lease Agreement.

16. Hazardous Materials. Lessee shall not bring or use any hazardous materials onto Lessor's Real Property.

17. Notices and Deliveries. Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, confirmed fax, or reliable overnight delivery service to the address of the respective parties set forth below:

Lessor: Alameda County Waste Management Authority
c/o Kelly Schoonmaker, Program Manager
1537 Webster Street
Oakland, CA 94612
kschoonmaker@stopwaste.org
Telephone: (510) 891-6500

Lessee: Vasco Winds, LLC
c/o Land Services Administration
700 Universe Blvd.,
Juno Beach, FL 33408
Telephone: (855) 552-9872

Lessor or Lessee may from time to time designate any other address for notices or deliveries by written notice to the other party.

18. Attorneys' Fees and Litigation Costs. If any action at law or in equity is brought to recover any Rent or other sums under this Lease Agreement, or for or on account of any breach of or to enforce or interpret any of the covenants, terms, or conditions of this Lease Agreement, or for the recovery of the possession of the Premises, the prevailing party shall be entitled to reasonable attorney's fees, costs and other expenses, in addition to any other relief to which such party may be entitled. Prevailing party includes (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party that receives performance from the other party of an alleged breach of covenant or a desired remedy, if it is substantially equal to the relief sought in an action; or (c) the party determined to be prevailing by a court of law or any alternative dispute resolution process.

19. Miscellaneous.

- a. Severability.** If any provision of the Lease Agreement is held to be invalid or unenforceable by a court of competent jurisdiction with respect to any party, the remainder of this Lease Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected, and each provision of this Lease Agreement shall be valid and enforceable to the fullest extent permitted by law.
- b. Binding Effect.** Each party represents and warrants that said party has full power and authority, and the person(s) executing this Lease Agreement have full power and authority, to execute and deliver this Lease Agreement, and that this Lease

Agreement constitutes a valid and binding obligation of each party, enforceable in accordance with its terms. This Lease Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties as well as a party's employees, agents, contractors, subcontractors, sublessees, licensees, and invitees.

- c. **Waivers.** No provision of this Lease Agreement shall be deemed to have been waived by a party unless the waiver is in writing and signed by the party against whom enforcement of the waiver is attempted. No custom or practice which may develop between the parties in the implementation or administration of the terms of this Lease Agreement shall be construed to waive or lessen any right to insist upon strict performance of the terms of this Lease Agreement.
- d. **Governing Law.** This Lease Agreement shall be governed by and construed in accordance with the laws of the State of California.
- e. **Survival.** Terms and conditions of this Lease Agreement which by their sense and context survive the termination, cancellation or expiration of this Lease Agreement will so survive.
- f. **Entire Agreement; Amendments.** This Lease Agreement constitutes the entire agreement and understanding between the parties regarding Lessee's lease of the Premises and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease Agreement must be in writing and executed by authorized representatives of both parties.
- g. **No Presumptions Regarding Preparation of Lease Agreement.** The parties acknowledge and agree that each of the parties have been represented by counsel or has had full opportunity to consult with counsel and that each of the parties has participated in the negotiation and drafting of this Lease Agreement. Accordingly it is the intention and agreement of the parties that the language, terms and conditions of this Lease Agreement are not to be construed in any way against or in favor of any party hereto by reason of the roles and responsibilities of the parties or their counsel in connection with the preparation of this Lease Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Lease Agreement on the dates set forth below.

LESSOR:

Alameda County Waste Management Authority

By: _____ Date: _____
Wendy Sommer, Executive Director

Approved as to Form:

By: _____ Date: _____
Richard Taylor, ACWMA Counsel

LESSEE:

Vasco Winds, LLC
A Delaware Limited Liability Company

By: _____ Date: September ____, 2020
Mark B. Patten IV, Assistant Vice President

EXHIBIT A
DESCRIPTION OF LESSOR'S REAL PROPERTY

Parcel APN: 099A-1820-2

The land referred to herein below is situated in the unincorporated area in County of Alameda, State of California and is described as follows: the Northeast $\frac{1}{4}$ of Section 10, in Township 3 South, Range 3 East, of the Mount Diablo Base and Meridian.

EXHIBIT B
DESCRIPTION OF THE PREMISES

The area within the fence enclosing the Building and the lattice tower at the Patterson Pass Tower Site, including the Building and lattice tower, the access gate at Patterson Pass Road and the access road to the site.

EXHIBIT C
SAFETY PROCEDURES FOR THE PROPERTY

The following Safety Procedures shall be followed by Lessees while on or accessing the Property:

- In the event of an Emergency, the Licensee shall contact 911 and provide assistance and support to emergency responders.
- The Licensee shall be solely responsible for the conduct of its employees, agents, and sub-contractors while on the Property.
- The Licensee shall exercise caution while on the Property. There are unmarked hazards, obstacles and objects that can cause harm if not properly observed.
- No smoking on the Property or within the immediate vicinity of the Property.
- No open flames.
- No discharge of firearms.
- No firearms shall be allowed on the Property unless allowed by Law.
- No speeding: The maximum speed limit on the Property is 15 miles per hour.
- No hunting, stalking, harassing of any mammals, reptiles, insects, or birds.
- No horseplay, roughhousing, or other recreational activities are allowed on the Property.
- No cooking, camping, prospecting, star gazing, while on the Property.

- No alcohol, beer, spirits, drugs, or other substances, legal or illegal that impair the user in any form are allowed on the Property.
- No off-road driving. All registered vehicles shall observe California vehicle code.

- END OF EXHIBIT C -

EXHIBIT D
INSURANCE REQUIREMENTS

1. Lessee shall, at Lessee's own cost and expense, secure and maintain during the entire Term the following minimum insurance:
 - a. Commercial General Liability Insurance shall be provided by Lessee in an aggregate amount of Five Million and no/100 dollars (\$5,000,000.00) such limit may be satisfied by a combination of primary and umbrella policies. Lessee may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Lessee may maintain. The Commercial general liability insurance shall include personal injury liability, blanket contractual liability, and broad-form property damage liability coverage.
 - 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 Lessee nor its carrier shall be entitled to recover any costs, settlements, or expenses of workers' compensation claims arising out of this Lease Agreement. The Employer's Liability policy shall be endorsed to waive any right of subrogation against the Lessor, its employees or agents.
 - d. Lessee shall submit to Lessor 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. Lessee shall give 30 days' prior written notice to Lessor of the cancellation of the policies. Lessee will give notice of any changes in a policy that reduce the limits required herein. If an insurance policy required by this Lease Agreement is unilaterally cancelled by the insurer, the Lessee shall immediately provide written notice to the Lessor and obtain substitute insurance meeting the requirements of this Lease Agreement. Nothing in this subsection relieves Lessee of its obligation to maintain all insurance required by this Contract at all times during the term of the Lease Agreement.
2. As to all of the policies of insurance listed above, the following shall apply:
 - a. *Self Insured Retentions.* Self-insured retentions must be declared to and approved by the Lessor. The Lessor may require the Lessee to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
 - b. *Lessor as Additional Insured.* The Lessor, its officers, officials, employees, agents and volunteers must be included as additional insureds under the commercial general liability policy and automobile policy including automobiles owned,

leased, hired or borrowed by the Lessee with respect to liability arising out of work or operations performed by or on behalf of the Lessee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Lessee's insurance (at least as broad as ISO Form CG 20 10).

For any claims related to Lessee's operations, the Lessee's insurance coverage shall be primary insurance as respects the Lessor, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Lessor, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it. Coverage can be provided in the form of an endorsement to the Lessee's insurance (at least as broad as ISO Form CG 20 38 04), or as a separate owner's policy, or on the Lessor's own form. Additional insured coverage does not apply to errors and omissions insurance.

- c. *Other Insurance Provisions.* The policies are to contain, or be endorsed to contain, the following provisions:
 - i. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Lessor, its officers, officials, employees or volunteers.
 - ii. The Lessee'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 by insurance carriers having an A.M. Best rating of "A-" or better, or (ii) insurance carriers having a Standard & Poor's Global rating of "A" or better, or (iii) insurance carriers having an equivalent rating by another nationally recognized insurance rating agency, or (iv) such other insurance carriers of recognized responsibility (which, solely in the case of insurance carriers described in this clause (iv), shall require the consent, which consent shall not be unreasonably withheld or delayed), in each case, that are authorized to do business in the State where the Services are performed or to be performed..
- e. *Umbrella/Excess Insurance.* The limits of insurance required in this Lease 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 on a follow-form basis.
- f. *Subcontractors.* Lessee agrees to include in all contracts for work on Lessee's behalf on the property that is the subject of this Lease Agreement the insurance requirements set forth herein. All contractors shall provide Lessee with valid certificates of insurance and the required endorsements included in the Lease

Agreement prior to commencement of any work and Lessee will provide proof of compliance to the Lessor upon request of Lessor.

3. Lessee hereby grants to Lessor a waiver of any right to subrogation which any insurer of Lessee may acquire against Lessor by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether Lessor has 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 Lease Agreement, Lessee shall immediately notify Lessor by telephone. Lessee shall promptly submit to Lessor a written report, in such form as may be required by Lessor of all accidents which occur in connection with this Lease Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) names and address of Lessee's sublessee, if any; (3) name and address of Lessee's liability insurance carrier; and (4) a detailed description of accident and whether any of Lessor's equipment, tools, materials or staff were involved. Failure to comply with this section shall constitute a material breach of this Lease Agreement.

- END OF EXHIBIT D -

1247460.5



DATE: September 23, 2020

TO: Waste Management Authority Board
Energy Council

FROM: Justin Lehrer, Operations Manager
Timothy Burroughs, Deputy Executive Director

SUBJECT: 2020 Priority Setting Process

SUMMARY

StopWaste engages in priority setting every other year to inform the Agency's budget development, resource allocation, external fund-seeking efforts, and program selection and design for a two-year period. Staff is now launching the 2020 priority setting process, and will seek Board/Energy Council adoption of a new set of two-year priorities at the December 2020 meeting. One important goal of the 2020 priority setting process is for the resulting priorities to reflect the full scope of the Agency's work, including materials management efforts and the work staff does and that the Energy Council governs to advance clean energy solutions in Alameda County communities (previously the WMA/Recycling Board and EC have conducted separate priority setting processes).

This memo will be accompanied by a staff presentation at the September 23 WMA Board/Energy Council meeting.

DISCUSSION

2020 presents an important opportunity to update the Agency's priorities

A two-year priority setting process enables the Agency to be responsive to new challenges and opportunities. This ability to be nimble and adaptive has perhaps never been more important than now. The impacts of the COVID-19 pandemic on our communities and our work, the increasing urgency of the climate crisis, persistent social and racial disparities, new State-level requirements such as SB 1383, and the growing knowledge that we must take our work to the next level in order to achieve ambitious waste reduction and clean energy goals all point to the need for an updated set of priorities for the Agency. Updated priorities will guide the work of the Agency over the next two fiscal years, through June 2023.

To set the stage for the 2020 priority-setting process and provide a framework for establishing an updated set of Agency priorities, staff drafted a set of objectives for the Board to consider. The 2021 – 2023 Agency priorities should:

- Emphasize upstream, systemic solutions that reflect the full scope of the Agency’s work, including waste reduction and clean energy efforts
- Integrate the pursuit of racial and social equity into operations and programs
- Provide a framework to reorient programs in light of challenges resulting from the COVID-19 pandemic
- Set a positive, forward-thinking direction that inspires staff and member agencies
- Increase the Agency’s capacity to evaluate and communicate the results of its work, and to re-imagine our collective efforts to achieve next-level results
- Provide actionable guidance on how to prioritize Agency spending, consistent with guiding documents such as the County Integrated Waste Management Plan and Recycling Plan

Background on the Agency’s priority-setting process

Historically, the Agency’s priorities have been established through two parallel processes, with differing outcomes. Since July 2013, the Energy Council has adopted two-year priorities for *program areas* to guide staff in external fund-seeking and developing pilot programs. The Waste Management Authority Board and the Recycling Board initiated their first joint, two-year priority setting process in 2016, which resulted in the WMA-adopted *Guiding Principles* that help clearly communicate the Agency’s main priorities to staff, member agencies, and partners in the community. Going forward, staff will work with the WMA Board, Recycling Board, and the Energy Council to facilitate a priority setting process that reflects the full scope of Agency programs and efforts, while also recognizing that the energy efforts are primarily externally funded.

Energy Council

In 2010 the WMA Board adopted a 10-year work plan to guide activities through 2020. Two key tenets of the plan were to retain a multiple-benefits approach and to diversify the Agency’s revenue stream beyond landfill-based tonnage fees. Consistent with that plan, the green building program was successful in securing multiple grants, including several million dollars in economic stimulus funding. In 2012 the WMA directed staff to develop a more formal governance structure for seeking energy-related grants and other third party funding. This led to the formation of a second Joint Powers Authority in 2013, the Energy Council, to advance clean and efficient energy solutions alongside effective materials management.

The Energy Council adopted the following priorities for 2018 – 2020, which are organized by program areas:

- Building efficiency

- Electrification
- Grid solutions
- Member agency services
- Zero net carbon

These program priorities have guided staff efforts in securing grants funded by the California Energy Commission and the Bay Area Air Quality Management District as well as maintaining a leadership role in the Bay Area Regional Energy Network (BayREN) partnership. Program activities include:

- Catalyzing the residential heat pump water heater market
- Reducing barriers to investment in energy efficiency in multifamily buildings
- Advocating for consideration of embodied carbon in energy programs
- Assisting member agencies with climate action plan implementation
- Coordinating with East Bay Community Energy on program targeting

Waste Management Authority

Starting in 2016, the WMA, in conjunction with the Recycling Board, began setting priorities for the Agency on a two-year cycle to dovetail with the existing 10-year work plan and to employ a more timely and adaptive approach to strategic planning. To date, this process has resulted in a set of Guiding Principles, the first set of which was adopted in 2016 and the current set adopted in 2018, which are:¹

- 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.

¹ StopWaste 2018 - 2020 Guiding Principles are also available at <http://www.stopwaste.org/about-stopwaste/who-we-are/guiding-principles>.

These Guiding Principles have informed the Agency's work in many important and tangible ways, including, but not limited to:

- Increasingly high priority given to food waste prevention through projects such as the Stop Food Waste campaign and assistance and tools developed to promote and enable edible food recovery and donation.
- Ongoing efforts to divert organic materials from the landfill, such as through implementation of the Mandatory Recycling Ordinance.
- Coordination with member agencies to conduct training on compost application and to incorporate innovative carbon farming practices into city climate action plans.
- Convening member agency staff to coordinate SB 1383 implementation efforts.
- Shift in focus from exploring mandatory food service ware policy to development of upstream pilot projects that build reusable food ware infrastructure.

Recycling Board

The Guiding Principles adopted by the WMA Board are developed through a joint process with the Recycling Board. Measure D, the county charter amendment that established the Recycling Board, mandates that the Recycling Board implement a comprehensive source reduction and recycling program. This is further outlined in the Recycling Plan, which extends through 2020 and is currently being updated. While creating and updating this Plan is the legal obligation of the Recycling Board as a distinct entity, it is designed to be complementary to and consistent with the WMA's goals, objectives and strategies and therefore it informs Agency priority-setting. This reflects the administration of the Recycling Board and the WMA as one agency (StopWaste) that jointly implements programs that fulfill the aims and requirements of each Board.

Timeline and next steps for the 2020 priority setting process

Between September and December 2020, staff will facilitate a series of presentations and discussions with the WMA Board and its committees, Recycling Board, Energy Council, member agency staff, and other partners to gather input on the priorities that will guide Agency efforts for the next two years. Staff will request that the WMA Board and Energy Council consider adoption of a new set of two-year priorities in December.

RECOMMENDATION

This item is for information only.

October 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 9:00 AM Programs & Administration Committee Key Items: 1. Legislative Update 2. Evaluation process <hr/> 4:00 PM Planning Committee & Recycling Board Key Items: 1. Legislative Update 2. Evaluation process 3. City of Newark: Measure D expenditure plan	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28 3:00 PM Waste Management Authority & Energy Council Key Items: 1. WMA Re-appt. to RB - Sadoff 2. WMA Re-appt. to RB - Cox 3. MRO and 1383 Update 4. Curbside Sorting: "Tricky Items"	29	30	31

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Energy Council
TECHNICAL ADVISORY GROUP (TAG)

Tuesday, July 21, 2020 – 1:00pm to 2:30pm (Conference Call)

Attendance (all via phone):

Alameda County: Sophie McGuinness, Alison Abbors, Emily Sadigh, Sarah Church, Karen Cook
City of Berkeley: Billi Romain
City of Dublin: Rebecca Parnes
City of Emeryville: Nancy Humphrey
City of Fremont: Rachel DiFranco, Robbie Barton
City of Hayward: Erik Pearson, Nicole Grucky, Taylor Richard (Fellow)
City of Newark: Soren Fajeau
City of Piedmont: Justin Szasz (Fellow)
City of Pleasanton: Zack Reda
City of San Leandro: Hoi-Fei Mok
StopWaste: Jennifer West, Emily Alvarez, Chris Hunter, Miya Kitahara, Ben Cooper, Candis Mary-Dauphin, Karen Kho, Meghan Starkey, Kelly Schoonmaker, Timothy Burroughs

Meeting Summary:

Introduction & Announcements

Timothy Burroughs introduced himself as the new Deputy Director of StopWaste.

SB 1383 and renewable gas procurement update – Kelly Schoonmaker and Ben Cooper, StopWaste

- SB 1383 goal: 75% of organics out of landfill by 2025
- Procurement requirements for cities, based on population size and tons of organics generated per capita (0.08 tons per capita per regulations)
 - Jurisdictions can be fined penalties for non-compliance (\$500-\$10,000 per day)
 - Amount of fine to be determined by CalRecycle Local Assistance staff and will be based on several factors, including ability to pay.
 - Can be met with combination of 4 different options:
 - Renewable gas for transportation, heating, electricity
 - Electricity from biomass
 - Mulch
 - Compost
- StopWaste has created a draft calculator for each city to track amount currently procured, amounts needed to comply, and potential fines
 - It will be very expensive and difficult to meet procurement with compost/mulch for use on city property alone
- Exploring options for using renewable natural gas (RNG, must be created from organics that have been diverted from landfill) to help meet procurement thresholds; current approach is to get credit for RNG cities are already procuring instead of increasing amounts. There are numerous concerns about stimulating RNG production, including:
 - Health issues related to burning of natural gas
 - Contrary to cities' decarbonization and electrification efforts

- Not the highest and best use of organic material
- Cities: are you producing or consuming any RNG in your jurisdiction, if yes, please tell us more: how much, in what form, and who is the provide. **Let us know!**
 - Does not have to be made in your jurisdiction, just used by your jurisdiction or by a direct service provider to your jurisdiction
 - StopWaste will confirm that purchasing credits does not count toward procurement
- Explore the possibility to switch fleet vehicles currently on natural gas to RNG
 - Renewable diesel does not count
 - Landfill gas does not count
- To count towards procurement numbers, RNG from a publicly owned treatment works (POTW, e.g. Oro Loma) has to come from organics that would otherwise be going to landfill and must come from a transfer station, landfill, or compost facility (i.e. pickup of used oil would probably not count)
- Another procurement option is electricity from biomass, which is currently not in EBCE's portfolio
 - Biggest limitation is availability. Qualifying biomass (from landfill, composting facility, or transfer station) electricity is a small percentage of total available, and local options are currently included in PPA's with PG&E.
 - May be an expensive option, with the cost passed on to ratepayers, and it will not add much to procurement requirements, unless cities can count use across all sectors (e.g, residential), but then could mean raising rates across sectors, resulting in a regressive rate situation
 - Not highest and best use of organic materials
 - Are cities interested in exploring this option?
 - Let us know if you are interested in continuing this conversation and providing input: Fremont, Pleasanton, County of Alameda – want to join
 - StopWaste should bring this up at the next haulers meeting

Continued Conversations: Climate Action in changing contexts – Miya Kitahara, StopWaste

- Introduce “levels of paradigm:”
 - Extract value: Get the most out of things for our own benefit
 - Arrest disorder: Stop the bad; do less harm
 - Do good: Promote a generic ideal based on our definition of good
 - Regenerate life: Develop the unique potential for viability, vitality, and capacity to evolve
- Move in direction of aligning climate work with other city work
 - Also identify opportunities for inter and intra-jurisdictional opportunities
- Need to move past incremental reductions from climate action (arrest disorder & do good)
 - Requires big transformation, especially to get to regenerate life level
- Electrification has co-benefits, like health improvements & job creation, but it's like electrification is the hammer and we are looking for a nail
 - What would it look like to shift this to the regenerative level?
- Breakout groups:
 - At which level is your city's climate action work currently oriented?

- Need to create stability with lots of changes going on (COVID, equity crises, budget concerns)
- Still silo-ed work where climate is separate from other conversations
- Planning for climate may have regenerative ideals but implementation is often hindered by staff, budget, and other priorities that can bring the work down to “do good” level
- What would climate action look like at the Regenerate Life level?
 - Integrated conversation in all departments/planning documents
 - Start with community needs
 - Increase overall resilience since the same communities are often vulnerable to many crises (climate, jobs, pollution, resource shortages)

Updates and Announcements

- Piedmont had first reading of energy efficiency/decarbonization reach code on July 20, including new construction and existing buildings (approved by City Council 3-2)
- Alameda County is embarking on Environmental Justice Element of their General Plan per SB 1000, if other cities in the county are also working on an update, please let them know
- Jennifer West, StopWaste, gave a brief demo of the new Clean Building Compass tool development by the Bay Area Air Quality Management District and the Building Decarbonization Coalition that provides online resources for decarb efforts for local governments. TAG may host a longer demonstration if interest is there.

2:30 – 3:30 pm East Bay Community Energy meeting

- Notes by EBCE

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Energy Council
TECHNICAL ADVISORY GROUP (TAG)

Tuesday, August 18, 2020 – 1:00pm to 2:30pm (Conference Call)

Attendance (all via phone):

Alameda County: Sophie McGuinness, Alison Abbors, Emily Sadigh

City of Alameda: Patrick Pelegri-O'Day

City of Albany: Claire Griffing, Lizzie Carrade

City of Berkeley: Billi Romain

City of Dublin: Rebecca Parnes

City of Emeryville: Nancy Humphrey

City of Fremont: Rachel DiFranco

City of Hayward: Erik Pearson, Nicole Grucky, Taylor Richard (Fellow)

City of Livermore: Tricia Pontau

City of Oakland: Shayna Hirshfield-Gold

City of Pleasanton: Zack Reda

City of San Leandro: Hoi-Fei Mok

StopWaste: Jennifer West, Emily Alvarez, Chris Hunter, Miya Kitahara, Ben Cooper, Candis Mary-Dauphin, Timothy Burroughs, Sy Baker (Fellow)

Guests: Alex DiGiorgio, EBCE

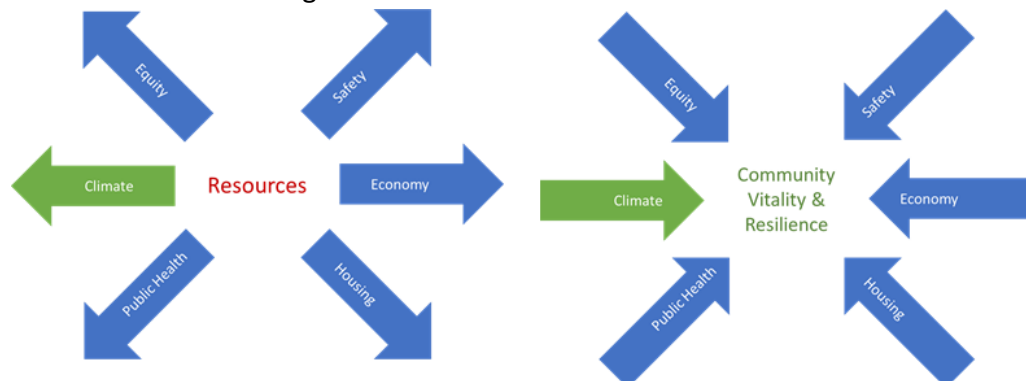
Meeting Summary:

Introduction & Announcements

Miya Kitahara introduced Sy Baker, StopWaste's CivicSpark Fellow starting in Sept 2020

Continued Conversations: What "Levels of Paradigms" Mean for StopWaste Programs – Miya Kitahara, StopWaste

- StopWaste is working on their biannual priority setting process and would like to incorporate feedback from TAG and ongoing strategic alignment conversations
 - Currently, given converging crises, resources are being pulled in different directions, are decreasing, and may be insufficient to do work
 - "Do Good" level of paradigm limitations exposed- results in competing resources and trade-offs based on what definition of "good" is being pursued
 - Instead of persuading others that a program deserves priority, consider aligning around a collective goal



- What would our priorities look like if we realized the potential of a thriving system/community for sheltering people?
 - Instead of isolating problems/solutions, see the system as a whole
 - Energy programs can help improve housing quality, make bills more affordable, and increase health
 - Work with or treat other departments/partners differently
 - Increase resilience to all types of vulnerabilities
- Breakout groups:
 - What do you see when you look at the potential of “shelter” in your community?
 - “Shelter-in-place” has new relationship to shelter (house as home, school, work, gym all in one)
 - Opportunities to convert office buildings to other uses
 - Increased need for open space/access to nature
 - Remote work possibilities mean employees can live farther from work
 - Rethink public streets for outdoor space and active mobility
 - What departments/initiatives at your jurisdiction already touch on “shelter”?
 - Housing departments can help with Climate Action Plan policies
 - Reach out to community and grassroots organizations
 - Economics will always be a major influencing factor – tax revenue from occupied buildings – and how to sell the idea of shelter?
- Will bring ideas back to TAG in September and tie into Board priority setting more

Updates and Announcements

- BayREN Home Energy Score program has launched their Electrification Checklist, which is an option addendum to the HES that collects information on electrification potential of a home
 - Assessors are eligible for extra \$100 rebate if this is completed
- BayREN Home+ kick start incentive (\$1,000 for combining a building shell and HVAC measure) will be extended until funds are exhausted, or until the end of the year, whichever comes first
- Please let Jennifer West know if you would like a demo of YellowTin, a platform to engage residents on electrification (initial interest from Alameda, Albany, Dublin, Fremont, Oakland, and Pleasanton)

2:30 – 3:30 pm East Bay Community Energy meeting

- Notes by EBCE