



BOARD OF DIRECTORS

Meredith Matthews, City of Arcata, **Vice-Chair**
Adelene Jones, City of Blue Lake,
Leslie Castellano, City of Eureka, **Chair**
Randy Cady, City of Ferndale
Stephen Madrone, County of Humboldt
Frank Wilson, City of Rio Dell,

Meeting Agenda

Thursday, May 11th, 2023 5:30pm
Eureka City Council Chambers
531 K Street Eureka, CA

THE HWMA BOARD OF DIRECTORS HAS RESUMED IN-PERSON MEETINGS AND ENCOURAGES THE PUBLIC TO ATTEND EITHER IN PERSON OR TELEPHONICALLY.

Effective March 9, 2023 the HWMA Board of Directors has resumed in person meetings. Members of the public are invited and encouraged to participate through the following venues.

HOW TO PARTICIPATE

The public is invited to attend and participate in the HWMA Board of Directors meeting using any of the following methods.

1. IN-PERSON

The public can attend and provide in-person comments during the meeting on regular agenda items and during Oral/Written Comment. in-person hybrid meetings. HWMA asks that when attending meetings, persons socially distance as best they can and be courteous to those who choose to wear a mask.

2. REMOTE

As a courtesy, and technology permitting, members of the public may continue to observe and participate remotely through the Zoom platform. HWMA cannot guarantee that the public's access to teleconference technology will be uninterrupted, and technical difficulties may occur from time to time. In those instances, so long as there is a Board quorum and the public may still attend the meeting in person, the meeting will continue.

- a. Zoom <https://us06web.zoom.us/j/87272840425>
- b. Call in Number: +17207072699, Meeting ID: 87272840425

During the meeting, each period for public comment will be announced, and participants may use Zoom's "Raise Hand" feature to request to speak. If calling in via Zoom use *9 to raise and lower your hand. The meeting host will call on you, by name or last four digits of your phone number and enable the microphone when it is your turn to speak. To ensure the orderly meeting conduct, providing your name is encouraged, but not required.

3. EMAIL

The public may submit public comment via email to operations@hwma.net
Any comments received up until 3:00 pm of the meeting date will be:

- a. Distributed to Board members via email prior to the meeting,
- b. Referenced and attached to the meeting minutes.

Such email comments must identify the agenda item number in the subject line of the email. Comments received will be read into the record by staff, with a maximum allowance of three minutes (approximately 500 words) per individual comment, subject to the Chair's discretion. If a comment is received after the agenda item is heard, but before the close of the meeting, the comment will still be included as part of the written record of the meeting but will not be read into the record during the meeting.

4. TO WATCH OR LISTEN ONLY

The public may view the meeting on one-way video feed on at Access Humboldt's YouTube Channel at www.youtube.com/c/accesshumboldt/live or

Copies Available: Copies of the agenda materials are available electronically at www.hwma.net, through individual HWMA member agencies or by calling HWMA at 707-268-8680. There may be a charge for copies.

Accessibility: Accommodations and access to HWMA meetings for people with special needs must be requested in advance of the meeting at 707 268-8680 or emailing board@hwma.net. The Eureka City Council Chamber room is ADA accessible. This agenda and other materials are available in alternative formats upon request.

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

2. Consent Calendar

All matters listed under the Consent Calendar are considered to be routine by the HWMA Board and will be enacted upon by one motion, unless a specific request for review is made by a Board Member or a member of the public. The Consent Calendar will not be read. There will be no separate discussion of these items unless pulled for discussion.

- a. Approve Minutes From April 28th HWMA Board of Directors Special Meeting
- b. Approve Amendment Number 2 with B&B Portable Toilets, LLC for Leachate Hauling From Cummings Road Landfill.
- c. Appointment of and Employment Contract with Eric Keller-Heckman to serve as Executive Director.

3. Oral and Written Communications

This time is provided for people to address the Board or to submit written communications concerning matters not on this agenda. Board Members may respond to statements, but any request that requires Board action will be referred to staff for review. Reasonable time limits may be imposed on both the total amount of time allocated for this item, and on the time permitted to each individual speaker. Such time allotment or portion thereof shall not be transferred to other speakers.

4. Approve Fiscal Year 2023-2024 Budget and Adopt Resolution 2024-01 for the Collection of Integrated Waste Management Fees.

5. Adjourn.



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Adelene Jones, City of Blue Lake
Leslie Castellano, City of Eureka, **Chair**
Randy Cady, City of Ferndale
Steve Madrone, County of Humboldt
Frank Wilson, City of Rio Dell

Minutes

Thursday, April 27, 2023 at 6:00 PM
Sequoia Conference Center Annex
901 Myrtle Avenue
Eureka, CA

Present: Meredith Matthews, Frank Wilson, Leslie Castellano, Randy Cady
Absent: Steve Madrone, Adelene Jones
Staff: Eric Keller-Heckman, Tony Heacock, Loral Uber
Legal Counsel: Nancy Diamond

1. Call to Order and Roll Call at 6:00 PM

Chairperson Castellano called the meeting to order at 6:01 PM. A quorum was present and acting.

2. Consent Calendar

- a. Approve Minutes from the April 13, 2023 HWMA Board Meeting

Motion: **Director Matthews** moved and **Director Cady** seconded the motion to approve the Consent Calendar.
Action: Approve the Motion as made by **Director Matthews** and seconded by **Director Cady**
Ayes: Unanimous
Noes: None
Absent: Steve Madrone, Adelene Jones

3. Oral and Written Communications

Chairperson Castellano opened the floor to public comment regarding items not on the agenda. No comments were received.

Chairperson Castellano closed the floor to public comment.

4. Receive and Provide Direction on Draft Fiscal Year 2023-2024 Budget

Executive Director Keller-Heckman presented a summary of differences between the current year budget and the Draft Fiscal Year 2023-2024 budget prepared by staff and rationale for the proposed changes, including assumptions for projected revenues and expenditures, predicted decrease in backhaul percentage, changes to tipping fees and redistribution of satellite site fees, and impacts of inflation.

Executive Director Keller-Heckman requested direction from the Board on expanding illegal disposal fund amount and uses, funding for edible food recovery infrastructure, and methodology for Cost of Living Adjustments to wages.

The Board discussed the Draft Budget and requested clarification to confirm that the proposed budget is sufficient to cover all expected expenditures and replenish reserves. The board also

discussed the possibility of setting aside additional funds for long-term projects including reopening a Eureka Recycling Center. Executive Director Keller-Heckman informed the board that an additional \$1/ton increase to the HWMA Base Fee is expected to result in approximately \$75,000 increase in annual revenue.

Chairperson Castellano opened the floor to public comment on the Draft Fiscal Year 2023-2024 Budget.

Linda Wise of Recology informed the board that, based on her experience, the proposed budget is in line with industry standards, and that she appreciates the quality and transparency of the document. She expressed concern about an upcoming trucking bubble that will exacerbate current difficulties with shipping costs and backhaul possibilities. Ms Wise encouraged the board to consider the importance of food waste reduction and in-county composting to reduce the impact of increased shipping costs on residents.

Frank Nelson spoke about the importance of long-term planning for capital improvements for keeping rates stable and to mitigate the impact of economic, operational, and regulatory changes to county residents. He believes the proposed budget is intelligent and well-written, and that the Authority has a high level of transparency.

Chairperson Castellano closed the floor to public comment.

The Board directed staff to proceed with the proposed 6.5% cost of living adjustment for staff wages in the upcoming fiscal year, and to develop a plan for periodic compensation surveys to inform future cost of living adjustments.

The Board directed staff to modify the proposed budget with an additional \$1/ton increase to the HWMA Base Fee, to establish a new reserve for funding long-term projects.

5. Adjourn

Chairperson Castellano adjourned the meeting at 7:14 PM.



Staff Report

DATE: May 2, 2023 For Meeting of: May 11, 2023

FROM: Eric Keller-Heckman, Interim Executive Director

SUBJECT: Item 2b)
Approve Amendment Number 2 with B&B Portable Toilets, LLC For Leachate Hauling From Cummings Road Landfill

RECOMMENDED ACTION: Voice Vote.
1) Approve Amendment Number 2 to Leachate Hauling between HWMA and B&B Portable; and

DISCUSSION:

HWMA Board of Directors entered into a three (3) year extension with B&B Portable Toilets, LLC for leachate hauling services that concluded April 1, 2023. Staff recommends the Board approve an additional extension of this agreement for a period of three (3) years.

B&B Portable Toilets regularly hauls leachate generated by the Cummings Road Landfill and transports the leachate to the City of Eureka’s Wastewater Treatment Plant for disposal. HWMA staff has been very pleased with the reliability and responsiveness of B&B personnel in the servicing of the agreement to date.

FISCAL IMPACT:

This service is budgeted for FY 2023-2024

ALTERNATIVES:

1. Direct staff to return to the Board with a Request for Proposal (RFP) to solicit leachate hauling services.

AMENDMENT No.2
TO AGREEMENT BETWEEN B&B PORTABLE TOILETS, LLC AND THE
HUMBOLDT WASTE MANAGEMENT AUTHORITY FOR HAULING LEACHATE
FROM CUMMINGS ROAD LANDFILL

This is an amendment to that certain agreement by and between the Humboldt Waste Management Authority and B&B Portable Toilets, LLC for Hauling Leachate From Cummings Road Landfill, effective January 1, 2015, amended April 1, 2020 (collectively, the "Agreement"). This Amendment is effective on April 1, 2023.

RECITALS

WHEREAS, the HWMA and the Contractor entered into a five-year Agreement for leachate hauling services, which expired on March 31, 2020;

WHEREAS, the parties agreed to one previous extension of the Agreement term, which expired March 31, 2023;

WHEREAS, the Agreement establishes a Base Transportation Rate of \$102.58 per load of leachate haled from the Cummings Road Landfill to the City of Eureka Wastewater Treatment Facility subject to annual Consumer Price Index (CPI) adjustments;

WHEREAS, the parties wish to further amend the Agreement on the following terms and conditions to extend the Agreement term for three (3) years and restate the Base Transportation Rate adjusted by annual CPI increases beginning in 2016.

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

1. Agreement Extension. Section 2 of the Agreement, *Term*, is hereby amended to extend the termination date by one (1) year, and the Agreement shall terminate on March 31, 2024.
2. Compensation for Services. Section 3.a of the Agreement, *Fees*, is hereby replaced with the following:

Fees. the Authority shall pay Contractor fees for Services at the rate of \$152.03 per load of leachate transported from the Cummings Road Landfill to the City of Eureka Wastewater Treatment Facility.

3. Ratification of Agreement. The terms and conditions of the Agreement, including all exhibits and attachments, are ratified in their entirety except to the extent inconsistent with the terms and provisions of this Amendment. In the event of such inconsistency, this Amendment shall control.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date stated below and made effective on the date set forth above.

B&B PORTABLE TOILETS

Date: _____

By _____

**HUMBOLDT WASTE
MANAGEMENT AUTHORITY**

Date: _____

By _____
Leslie Castellano, Chair of the Board

ATTEST:

Date: _____

By _____
Eric Keller-Heckman,
Clerk of the Board

Date: _____

By _____
Nancy Diamond, General Counsel,

HWMA



Staff Report

DATE: May 8,2023 For Meeting of: May 11, 2023

FROM: Nancy Diamond, General Counsel

SUBJECT: Item 2c)
Appointment of and Employment Contract with Eric Keller-Heckman to serve as Executive Director.

RECOMMENDED ACTION: Voice Vote.
Appoint Eric Keller-Heckman to serve as Humboldt Waste Management Authority Executive Director and Approve Employment Agreement, effective May 16, 2023.

DISCUSSION:

The HWMA Board of Directors appointed Mr. Eric Keller-Heckman as its Interim Executive Director on August 19, 2022. Previously, Mr. Eric Keller-Heckman served as the HWMA Director of Operations beginning February 1, 2018, and has been employed by HWMA since 2010. The Board now seeks to appoint Mr. Keller-Heckman to the Executive Director position. The Board's Chair and Vice Chair have negotiated a three-year employment contract with Mr. Keller-Heckman with starting salary at Range 55, Step 5 Humboldt Waste Management Authority Salary Schedule, currently equal to \$153,572 annually.

ATTACHMENTS:

1. Agreement For Employment of Executive Director

**AGREEMENT FOR EMPLOYMENT
OF EXECUTIVE DIRECTOR**

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, by and between the Humboldt Waste Management Authority, a joint powers public entity formed pursuant to California Government Code Section 6500, et. seq., hereinafter referred to as "AUTHORITY," and Eric Keller-Heckman, hereinafter referred to as "DIRECTOR."

SECTION I. EMPLOYMENT:

A. Appointment of an Executive Director.

1. The Board of Directors of the AUTHORITY hereby appoints DIRECTOR to the position of Executive Director to perform the functions and duties specified under the laws of the State of California, the Humboldt Waste Management Authority Joint Exercise of Powers Agreement, the Ordinances and Resolutions of the AUTHORITY, and to perform such other duties and functions as the Board of Directors shall from time to time assign. Said appointment is effective on May 16, 2023.

2. This is an at-will employment and DIRECTOR shall serve at the pleasure of the Board of Directors.

B. Term of Agreement.

1. The term of this Agreement, unless terminated earlier as provided hereafter, shall be for period of three years, commencing May 16, 2023, and expiring on May 15, 2026. This Agreement may be extended by the mutual agreement of the AUTHORITY Board of Directors and the DIRECTOR, or renegotiated on such terms as mutually agreed to by the parties.

2. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the AUTHORITY to terminate this Agreement at any time, or the right of DIRECTOR to resign at any time from his position, subject to the provisions as set forth below.

SECTION II. POWERS, DUTIES, AND RESPONSIBILITIES:

A. Employment Duties.

DIRECTOR shall function as the Executive Director of the AUTHORITY and shall be vested with the powers, duties, and responsibilities set forth in the Joint Exercise of Powers Agreement referred to above, and shall perform such other duties as may be assigned by the Board of Directors and which are consistent with the position of Executive Director, without additional compensation.

B. Hours of Work.

DIRECTOR is expected to devote necessary time outside normal office hours to business of the AUTHORITY, including but not limited to attending Board of Director meetings, study sessions, and other meetings as necessary or as requested by the Board Chair. To that end, DIRECTOR shall be allowed flexibility in setting his own office hours.

C. Outside Professional Activities.

The DIRECTOR agrees to devote his productive time, ability, and attention to the AUTHORITY's business during the term of this Agreement. DIRECTOR may, however, undertake limited outside

professional activities, provided that such activities do not in any way interfere with or adversely affect his employment as Executive Director or the performance of his duties as provided herein.

SECTION III. COMPENSATION OF EXECUTIVE DIRECTOR:

A. Salary.

DIRECTOR shall be appointed at Humboldt Waste Management Authority Salary Schedule Salary Range 55, Step 5. DIRECTOR may receive annual step increases based on merit as determined by the AUTHORITY Board after a Performance Evaluation pursuant to Section IV. DIRECTOR shall be eligible to receive salary adjustments as made to the Salary Schedule by the AUTHORITY Board of Directors for director level employees.

B. Benefits, Vacation, Holiday, Sick Leave, and Management Leave.

Except as set forth herein, DIRECTOR shall receive benefits consistent with those provided to AUTHORITY employees in the Humboldt Waste Management Authority Personnel Policies except that DIRECTOR will accrue vacation at a rate of thirty (30) days per year. For calculating all other accrual rates of benefits such as management leave, holiday, sick leave, and retirement, the time of service shall be considered to have begun on July 1, 2010.

C. Dues and Subscriptions

AUTHORITY agrees upon approval by Board of Directors, to budget for and pay for professional dues and subscriptions of the DIRECTOR deemed necessary to continue participation in national, state or local waste associations. The DIRECTOR will present to the Board of Directors the proposed funding level for the following year no later than the date outlined in Section IV.A.

SECTION IV. PERFORMANCE EXPECTATIONS, EVALUATION

A. Performance Evaluation.

The AUTHORITY Board shall annually review and evaluate the performance of the DIRECTOR on or before October of each year. Said review and evaluation shall be based in part on the specific performance goals and expectations developed jointly the previous year by the Board and DIRECTOR as set forth in Section IV.B. Evaluation for achieving long-term goals shall be based on reasonable progress. The Board Chair shall provide the DIRECTOR with a written summary statement of the findings of the Board within fifteen (15) working days of completion of the Board's evaluation of DIRECTOR. The Board shall provide adequate opportunity for the DIRECTOR to discuss his evaluation with the Board in closed session.

B. Performance Goals.

1. Simultaneous with the DIRECTOR's annual performance evaluation, or as soon as possible thereafter, the DIRECTOR and AUTHORITY Board shall jointly develop written performance goals and expectations for DIRECTOR, which shall be used in part as guidelines to frame the performance evaluation for the following year. Performance goals and expectations shall be established based on progress that can be realistically achieved within the time frame of this Agreement, and shall generally be attainable within the annual budgets and appropriations approved by the Board.

2. During the first six months after the effective date of DIRECTOR'S appointment and no later than November 9, 2023, the DIRECTOR and AUTHORITY Board Chair shall jointly develop 1) an initial year work plan including, but not limited to, trainings the DIRECTOR may need or desire, and 2) performance goals and expectations that will be used in the following annual performance evaluation conducted pursuant to Section. IV.A of this agreement.

SECTION V. TERMINATION OF EMPLOYMENT; SEVERANCE

A. Termination, General.

This Agreement shall terminate upon the occurrence of any of the following events:

1. Upon ninety (90) day's notice given by the DIRECTOR to the AUTHORITY; or
2. Upon the death of the DIRECTOR; or
3. Upon the effective date of retirement from the AUTHORITY's service pursuant to CalPERS; or
4. By motion to terminate DIRECTOR with cause, carried by four (4) affirmative votes of the Board of Directors of the AUTHORITY; or
5. By motion to terminate DIRECTOR without cause, carried by five (5) affirmative votes of the Board of Directors of the AUTHORITY.

B. Termination For Cause.

"Termination for cause" shall include:

1. Willful breach of this Agreement, as interpreted pursuant to California Labor Code section 2924.
2. Habitual neglect of the duties required to be performed by this Agreement, as interpreted pursuant to California Labor Code section 2924.
3. Continued incapacity to perform the duties required under this Agreement, as interpreted pursuant to California Labor Code section 2924.
4. Any acts of dishonesty, fraud, misrepresentation or other acts of moral turpitude.
5. Conviction of any act which would constitute a crime, whether misdemeanor or felony, and which would bring disrespect to the Office of Executive Director or the AUTHORITY.
6. Willful violations of AUTHORITY policies of a serious nature, including Policies 2470 "Sexual Harassment" or 2700 "Drugs in Work Place" of the AUTHORITY's Policy Handbook.

C. Severance.

1. In the event DIRECTOR is terminated without cause, AUTHORITY agrees to pay DIRECTOR a lump sum cash severance payment equal to the total of the DIRECTOR's current aggregate

benefits in addition to aggregate salary and deferred compensation that they would have been entitled to receive for a period of four (4) months under this Agreement. DIRECTOR shall receive no other payment or cash-out from AUTHORITY.

2. Notwithstanding the severance amounts specified in Section V.C.1, pursuant to Government Code section 53260, the maximum cash settlement that DIRECTOR may receive upon termination shall be an amount equal to the monthly salary of the DIRECTOR multiplied by the number of months left on the unexpired term of the contract. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the DIRECTOR multiplied by 18.
3. In the event DIRECTOR is terminated for cause or conviction, AUTHORITY shall have no obligation to pay the aggregate salary and deferred compensation severance sum designated in Section V.C.

D. Disability.

In the event DIRECTOR is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental capacity or health reasons for a period of three (3) consecutive months beyond any accrued sick leave, AUTHORITY may terminate this Agreement, and DIRECTOR's salary and benefits compensation then in effect shall continue until three (3) months have elapsed from the date of the incident or onset of illness giving rise to the disability or incapacity. The amount of salary shall be reduced by an amount equal to any disability insurance proceeds then being received by the DIRECTOR. AUTHORITY shall have no obligation to pay the aggregate severance sum designated in Section V.C.

E. Resignation.

In the event DIRECTOR voluntarily resigns his position with AUTHORITY before expiration of the previously mentioned term of employment, then DIRECTOR shall give AUTHORITY ninety (90) day advance notice, unless the parties agree otherwise. If DIRECTOR voluntarily resigns with 90-day notice, AUTHORITY shall have no obligation to pay the aggregate salary severance sum designated in Section V.C. The AUTHORITY will pay to the DIRECTOR the current aggregate benefits effective on the last day of the agreed upon separation date.

SECTION VI. MISCELLANEOUS PROVISIONS:

- A. The text herein shall constitute the entire Agreement between the parties.
- B. If any provision, or portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- C. In the event that either party to this Agreement brings a lawsuit to enforce or interpret any provisions of this Agreement, the prevailing party shall be entitled to recover their reasonable attorneys' fees and related expenses and costs.
- D. This Agreement shall be governed by the laws of the State of California.
- E. The parties agree that any ambiguity in this Agreement shall not be construed or interpreted against, or in favor of either party.

- F. This Agreement contains the full agreement of the parties and neither party may rely on promises of the other, whether verbal or in writing, unless contained herein. Any modification or change in this Agreement shall not be binding on either party unless such change or modification is in writing and signed by both parties.
- G. The AUTHORITY shall defend, hold harmless, and indemnify the DIRECTOR against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of any alleged act or omission occurring during DIRECTOR's tenure as Executive Director, including without limitation, claims arising out of personnel actions taken by DIRECTOR. The AUTHORITY shall defend, compromise and settle any such claim or suit, and shall pay the amount of any settlement or judgment rendered thereon.

IN WITNESS WHEREOF, the Authority has caused this Agreement to be signed and executed in its behalf by its Board and the Executive Director has signed and executed this Agreement, both in duplicate, the day and year first written above.

AUTHORITY:

Leslie Castellano, Chair of the Board

Date: _____

EXECUTIVE DIRECTOR:

Eric Keller-Heckman

Date: _____

Approved as to Form:

Nancy Diamond, General Counsel

Date: _____

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SECTION VI. MISCELLANEOUS PROVISIONS:

- A. The text herein shall constitute the entire Agreement between the parties.
- B. If any provision, or portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- C. In the event that either party to this Agreement brings a lawsuit to enforce or interpret any provisions of this Agreement, the prevailing party shall be entitled to recover their reasonable attorneys' fees and related expenses and costs.
- D. This Agreement shall be governed by the laws of the State of California.
- E. The parties agree that any ambiguity in this Agreement shall not be construed or interpreted against, or in favor of either party.

- F. This Agreement contains the full agreement of the parties and neither party may rely on promises of the other, whether verbal or in writing, unless contained herein. Any modification or change in this Agreement shall not be binding on either party unless such change or modification is in writing and signed by both parties.
- G. The AUTHORITY shall defend, hold harmless, and indemnify the DIRECTOR against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of any alleged act or omission occurring during DIRECTOR's tenure as Executive Director, including without limitation, claims arising out of personnel actions taken by DIRECTOR. The AUTHORITY shall defend, compromise and settle any such claim or suit, and shall pay the amount of any settlement or judgment rendered thereon.

IN WITNESS WHEREOF, the Authority has caused this Agreement to be signed and executed in its behalf by its Board and the Executive Director has signed and executed this Agreement, both in duplicate, the day and year first written above.

AUTHORITY:

Leslie Castellano, Chair of the Board

Date: _____

EXECUTIVE DIRECTOR:

Eric Keller-Heckman

Date: _____

Approved as to Form:

Nancy Diamond, General Counsel

Date: _____



Staff Report

DATE: May 3, 2023 For Meeting Of: May 11, 2023

FROM: Eric Keller-Heckman, Interim Executive Director

SUBJECT: Item 4)
Receive Final Budget, Review and Approve FY 2023-24 Budget.

RECOMMENDED ACTION: Roll Call Vote.

1. Approve Fiscal Year 2023-24 Budget; and
2. Adopt Resolution 2024-01 for the Collection of Integrated Waste Management Fees.

DISCUSSION:

Attached is the Final Fiscal Year 2023-24 Budget. As presented, the final budget is balanced with a projected Net Income of \$0. Revenues are projected at \$14,200,370.67 and total projected expenditures are \$14,200,370.67.

The Authority's Executive Advisory Committee, met May 4th to review and discuss the draft budget. The Executive Advisory Committee voted to recommend the Board approve the budget as presented, with the following observations:

1. That the Executive Advisory Committee has mixed concerns with the proposed increase to salaries across the board in light of other fee increases but understands the need to retain staff and incentivize new hires with the upcoming expansion of service and;
2. That the committee believes tying the Cost-of-Living Adjustment to the CPI-U index is not advisable going forward, and suggests HWMA staff work with member agency staff to develop a better methodology prior to next year's annual budget.
3. The Illegal disposal and cleanup fund increase is much needed, but the committee would like the allocations for all member agencies to be more clear, along with developing criteria that better defines projects that can utilize the funds, and;
4. That member agency staff are made aware more frequently of the current funding level of the Illegal disposal and cleanup fund.
5. Finally, work with the Technical Advisory Committee to clarify and define the new reserve fund and its intended purpose.

The following is also incorporated into the final budget based on input from the Board of Directors at the special meeting held on April 28th.

Waste Management Fee

The Waste Management Fee (“Tip Fee” is comprised of three primary components including a) Countywide Program Fees; b) Base Fees; and c) Facility Fees, as well as applicable charges on non-standard waste materials (tires, appliances, bulky items etc.), green wastes and household hazardous wastes.

The combination of adjustments provides for maintenance of the Authority’s Reserve policies, and sufficiently provides for the cost of all diversion programs. The Budget for FY 23/24 recommends adjustments to the Countywide Program Fees, Base Fees, and Facilities Fees, and the Recycling Processing Fee and can be in Section 9 of the Final budget.

- The rates are as follows:
 - Self Haul
 - FY 22/23 rate: \$163.61
 - FY 23/24 rate: \$187.17
 - Franchise
 - FY 22/23 rate: \$135.46
 - FY 23/24 rate: \$170.41
- Satellite Facilities in the past have had a blended transportation and disposal rate, these rates now represent actual costs associated with the transportation and disposal from each satellite facility.
 - Recology Eel River
 - FY22/23 rate: \$103.50
 - FY 23/24 rate: \$135.44
 - Humboldt Sanitation
 - FY22/23 rate: \$103.50
 - FY 23/24 rate: \$125.76
- The Countywide Program Fee sees a small decrease compared to the previous fiscal year. This decrease is due to the change in how staff now classifies needed landfill revenue. The Cummings Road Landfill is required by Calrecycle to meet two distinct funding level thresholds, the first is what is called a “Pledge of Revenue”. This fee is present in the Countywide Program Fee portion and in the past has been referenced as “Cummings Road Maintenance” The second funding level is now in the HWMA base fee as “Cummings Road Landfill Operations”. Staff believes this better defines the two revenue requirements.
 - FY 22/23 rate: \$24.14
 - FY23/24 rate \$ 20.91

Recycling Processing Fee

Revision to the “Non-Standard Waste Material Fees – Table 10” that the curbside recycling rate increase from \$71.00/ton to \$108.82/ton, The final adjusted rate reflects no offset to residual from the Authority. Increases are due to 1) continued contamination in excess of 20% at consumers cans 2) freight to market costs, 3) HWMA no longer providing a 15% residual credit to residual costs.

Edible Food Recovery

The County of Humboldt is currently undertaking a Request for Proposal process for Edible Food Recovery Program Management. The selected proposer will begin to lay the groundwork for developing an in county ecosystem of Edible Food Recovery, and make recommendations on potential infrastructure needed to accomplish certain SB 1383 requirements. This Countywide Program fee will have an initial funding of \$30,000 dollars that will be passed through to the County of Humboldt to offset or mitigate costs related to infrastructure purchases within member agencies.

Employee Cost of Living Adjustment

This budget includes a 6.5% Cost Of Living Adjustment (COLA) for all employees. Per recommendations from the Executive Advisory Committee staff will work with our member agency's to develop a methodology for future COLA adjustments.

ATTACHMENT:

Attachment A: Final FY 2023-2024 Budget

Attachment B: Resolution 2024-01 for the Collection of Integrated Waste Management Fees



**Humboldt Waste Management Authority
Budget Fiscal Year 2023-2024**

May 11, 2023

Board of Directors:

Meredith Matthews, City of Arcata
Adelene Jones, City of Blue Lake
Leslie Castellano, City of Eureka
Randy Cady, City of Ferndale
Frank Wilson, City of Río Dell
Steve Madron, County of Humboldt

Presented By:

Eric Keller-Heckman, Interim Executive Director
Anthony Heacock, Director of Environmental Health and Safety
Jill Duffy, Interim Director of Operations

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HWMA Mission Statement

The mission of HWMA is to deliver sustainable regional materials management solutions in order to protect and preserve the social, environmental and economic health of our community by supporting, developing and/or promoting policies, programs and facilities that safely and cost effectively eliminate solid waste generation, reduce disposal and increase diversion from landfills.

Section 1: Budget Overview

Humboldt Waste Management Authority was established by a Joint Powers Agreement between the County of Humboldt, and the cities of Arcata, Blue Lake, Eureka, Ferndale and Rio Dell in 1999. The Authority is primarily responsible for operation of the Hawthorne Street Transfer Station, contracting for long-distance solid waste transportation and disposal services to out-of-county landfills, closure and post-closure responsibilities of the Cummings Road Landfill, and providing recycling and waste diversion services and programs.

The budget for Fiscal Year 2023-24 and accompanying “Resolution 2024-01 for the Collection of Integrated Waste Management Fees” (Section 3.1) is presented herein for Board approval. This budget establishes the goals and priorities that will enable safe and cost-effective management and operation of HWMA’s activities during the fiscal year July 1, 2023 through June 30, 2024. Management staff is committed to the continual improvement of operations to reduce costs whenever possible throughout the fiscal year.

Adoption of an annual Operating and Capital Improvement budget serves primarily as a comprehensive statement of the Authority’s organization, responsibilities, resources, and operations so that Management and Staff can:

- Plan and allocate resources to guide execution of Board-approved policies and priorities.
- Describe the programs and services provided by the Authority, and identify operational objectives for the coming year.
- Communicate key information to member agencies and their residents.
- Gauge progress on policies and programs and closely monitor expenditures consistent with Board adopted priorities.

This document includes a brief narrative of each budget and activities grouped by department to communicate HWMA’s operational structure, activities and on-going implementation of projects, as well as the Strategic Plan. The Comprehensive Budget Section provides an overview. Departmental budgets each include a discussion of projected revenue(s), expenditures, key department accomplishments achieved during FY 2023-24, and objectives for the coming fiscal year.

Section 2: Operating & Capital Improvement Overview

As presented, the FY 2023-24 Budget presents a balanced budget with a projected increase of Net Income of \$0. Revenues are projected at \$ 14,200,370.67 million and total projected expenditures are \$14,200,370.67 million.

HWMA receives the majority of its revenue funding directly from collection of “Waste Management Fees”, or “Tip Fees”, from member agency franchise waste delivered to either the Hawthorne Street Facility or to satellite facilities who operate under an agreement with HWMA, through self-haul tonnages at the Hawthorne Street Facility, and through revenue derived from the sale of salvage materials such as plastics, metal and paper. A small portion of revenue is derived through interest earned on bank accounts, timber revenue and awarded grants. HWMA does not receive any portion of property tax revenue, nor State or Federal revenue streams other than material diversion reimbursement (e.g. mattress recycling) or other grants awarded for specific projects.

Waste Management Fees are comprised of the 1) Countywide Program Fee; and 2) Base Tip Rate; and 3) Facility Fees which are reviewed, adjusted, and approved annually by the HWMA Board of Directors. The FY 2023-24 Budget proposes increases across the board in amounts ranging from 15%-30% increase in the Waste Management Fees (Section 9). The proposed increase can be attributed to rising costs across the board, most notably a substantial increase to transportation and disposal costs related to a lack of projected backhauls.

Revenue

The final budget projects revenue of \$14,200,370.67 with \$0 in Net Income.

Revenue Assumptions:

- Solid waste disposed is projected to remain at about 80,000 tons;
- 42,900 tons received franchised hauler waste at the Hawthorne Street Transfer Station.
- 22,100 tons self-haul waste to the Hawthorne Street Transfer Station.
- 10,000 tons franchise waste delivered to satellite facilities (6,000 tons allocated to Humboldt Sanitation and 4,000 tons to Eel River Disposal).
- 5,000 tons of miscellaneous contractor waste self-hauled directly to out-of-area landfill(s).
- Grant funded projects shall be funded only by grant monies rewarded – except in such instances where fund-matching is required and has been approved by the Board as part of the grant process.

Expenditures

Expenditures of \$14,200,370.67 are budgeted for Fiscal Year 2023-24.

HWMA Operating Expenses and County Wide Program Fees are the main expense for the Authority. Total Payroll and Related Expenses consists of \$3,340,401.42 in wages paid to employees and includes costs associated with employee benefits, including medical and compensation insurance, as well as a proposed 6.5% Cost Of Living Adjustment (COLA) for all employees.

This budget makes certain assumptions about the continuing activities of the Authority, including:

Expenditure Assumptions:

The FY 2023-24 Budget reflects ongoing execution of goals established in the Authority's Strategic Plan, adopted in 2013. Current diversion programs are fully funded, and funds to develop or improve programs are being budgeted to assist with the diversion goals set by the Plan. AB 939 funds are earmarked for distribution to Member Agencies to assist with diversion activities within each agency.

- Consumer Price Index adjustments to all applicable contracts
- Implementation of FY 2023-24 projects identified in the proposed Capital Improvement Plan.

Section 3: Authority Reserves

In May of 2016, The Board of Directors approved the establishment of several designated reserve accounts in to complement the Authority's existing undesignated reserve fund. The Authority has one Undesignated Reserve Fund and three Designated Reserve Funds. These reserve funds were established for the positioning towards long-term financial stability and remain fully funded for FY 2023-24.

(Undesignated) Operating Expenditure Reserve Fund

HWMA Policy 3030.1 established an undesignated reserve goal to maintain funds equal to 15% of annual projected operating expenses. This policy was established to ensure fund availability for 1) contingencies for unseen or capital needs; 2) economic uncertainties; and/or 3) cash flow requirements.

Based on projected FY 2023-24 Operational Expenses, a 15% target reserve is \$ 1,358,790.30.

Rate Stabilization Reserve

The Rate Stabilization Reserve was established with a base allocation of \$400,000 to be available to offset unexpected fuel spike increases or other unexpected costs increases for contracted services related to recycling, green waste, household hazardous waste, solid waste disposal services or State mandated pass-through fees. Due to the sudden change in backhaul opportunities starting in late 2023 \$220,000 dollars of this reserve fund has been used to offset

the additional cost for the unplanned straight haul expenses. The FY 23/24 budget identifies fully replenishing this fund.

Capital Improvement Reserve Fund

The Capital Improvement Reserve Fund was established to provide for operational renovations or improvements greater than \$25,000 to plan for necessary financing of equipment and materials, and identify project implementation timelines for completion. The current capital reserve level is \$900,000. In November 2022 the HWMA board earmarked \$650,000 of those funds to be used for potential site improvements for the Organics Processing Center. This leaves the current funding level at \$250,000. Proposed capital spending for FY 23/24 is \$541,045. This requires additional funding this year in the amount of \$291,045.04. this brings the total Capital Improvement Fund to \$1,191,045.04

Employee Health and Benefits Stabilization Reserve

Establishment of this reserve fund allows for hourly staff wages to be budgeted at full encumbrance without unduly affecting Waste Management Fees. This fund is established at \$150,000 which may be used in the event of unusual draw-downs. This fund also helps to ensure that merit-based increases based on performance evaluations will not be restricted.

Section 4: FY 2023-2024 Budget

Humboldt Waste Management Authority Fiscal Year 2023-2024 Budget

	Admin 2023-2024	EH&S 2023-2024	HHW 2023-2024	Landfill 2023-2024	Pass Thru 2023-2024	Programs 2023-2024	Organics 2023-2024	Solid Waste 2023-2024	Total 2023-2024
Revenue									
1 HWMA Base Fee	\$625,975.37	\$292,952.13		\$777,480.78		\$141,198.20	\$109,000.00	\$75,000.00	\$2,021,606.48
2 County Wide Program Fees									\$0.00
3 Administration	\$45,600.00								\$45,600.00
4 Household Hazardous Waste Program			\$611,796.77						\$611,796.77
5 Cummings Landfill Pledge of Revenue				\$76,657.00					\$76,657.00
6 Illegal Dumping & Clean Up Funds					\$54,400.00				\$54,400.00
7 Rural Container Program					\$387,200.00				\$387,200.00
8 County/Cities AB 939 Programs					\$154,001.26	\$85,462.38			\$239,463.64
9 Table Bluff Landfill Maintenance					\$59,200.00				\$59,200.00
10 County-wide Enforcement (LEA)					\$250,400.00				\$250,400.00
11 Edible Food Recovery					\$30,400.00				\$30,400.00
12 Total CWPF & HWMA Base Fees	\$671,575.37	\$292,952.13	\$611,796.77	\$854,137.78	\$935,601.26	\$226,660.58	\$109,000.00	\$75,000.00	\$3,776,723.89
13 Other Income									
14 HHW Revenue			\$45,000.00						\$45,000.00
15 Salvage Materials Sold								\$30,000.00	\$30,000.00
16 Insurance (Employee Portion)	\$336.00	\$1,086.00	\$3,289.92	\$450.00		\$4,471.20		\$7,812.72	\$17,445.84
17 Grant Income						\$128,388.00			\$128,388.00
18 Payment Program Income - OPP									\$0.00
19 Timber Income									\$0.00
20 Rental Income								\$136,356.00	\$136,356.00
21 Total Other Income	\$336.00	\$1,086.00	\$48,289.92	\$450.00	\$0.00	\$132,859.20	\$0.00	\$174,168.72	\$357,189.84
22 Greenwaste Tip Fees									\$0.00
23 Franchise								\$365,466.86	\$365,466.86
24 Self-Haul								\$548,200.29	\$548,200.29
25 Solid Waste Tip Fees									\$0.00
26 Out of Area									\$0.00
27 Satellite								\$817,618.79	\$817,618.79
28 Franchise								\$5,256,751.50	\$5,256,751.50
29 Self Haul								\$3,078,419.50	\$3,078,419.50
30 Total Tip Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,066,456.94	\$10,066,456.94
31 Total Revenue	\$671,911.37	\$294,038.13	\$660,086.69	\$854,587.78	\$935,601.26	\$359,519.78	\$109,000.00	\$10,315,625.66	\$14,200,370.67

	Admin 2023-2024	EH&S 2023-2024	HHW 2023-2024	Landfill 2023-2024	Pass Thru 2023-2024	Programs 2023-2024	Organics 2023-2024	Solid Waste 2023-2024	Total 2023-2024
Expenses									\$0.00
32 Accounting Expense	\$4,000.00								\$4,000.00
33 Advertising	\$3,000.00		\$10,000.00				\$12,000.00	\$10,000.00	\$35,000.00
34 Auditing	\$20,000.00								\$20,000.00
35 Bank Charges	\$1,000.00					\$0.00		\$65,000.00	\$66,000.00
36 Computer & Related Expenses	\$75,000.00							\$6,000.00	\$81,000.00
37 Dues & Subscriptions	\$2,000.00	\$1,500.00						\$2,500.00	\$6,000.00
38 Contracted Services		\$500.00	\$310,000.00						\$310,500.00
39 Equipment Lease	\$2,957.64								\$2,957.64
Transportation & Disposal									
41 Greenwaste								\$913,667.15	\$913,667.15
42 Solid Waste									\$0.00
43 Fortuna Satellite								\$350,289.10	\$350,289.10
44 McKinleyville Satellite								\$467,329.69	\$467,329.69
45 Hawthorne								\$5,217,996.32	\$5,217,996.32
Total Transportation & Disposal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,949,282.26	\$6,949,282.26
47 Engineering & Consulting	\$30,000.00	\$5,000.00		\$75,000.00					\$110,000.00
48 Environmental Monitoring		\$5,000.00		\$83,000.00					\$88,000.00
49 Gas/Fuel			\$1,000.00	\$3,000.00				\$81,050.00	\$85,050.00
Insurance									\$0.00
51 Liability	\$16,788.00	\$6,594.00	\$19,212.96	\$13,478.04		\$8,259.96		\$125,667.00	\$189,999.96
52 Workers Comp	\$2,244.00	\$374.04	\$5,729.04	\$8,847.00		\$374.04		\$61,169.04	\$78,737.16
53 Janitorial Expense	\$2,200.00	\$600.00	\$1,500.00	\$500.00			\$2,000.00	\$17,000.00	\$23,800.00
54 Leachate	\$0.00			\$121,095.00					\$121,095.00
55 Legal Expense	\$55,000.00								\$55,000.00
56 Meetings	\$1,200.00								\$1,200.00
57 New Hire Expense	\$3,000.00		\$0.00					\$4,500.00	\$7,500.00
58 Office Supplies	\$8,500.00		\$500.00	\$5,000.00				\$15,000.00	\$29,000.00
59 Operating Expense	\$2,500.00	\$18,000.00	\$28,500.00	\$3,500.00			\$9,500.00	\$17,000.00	\$79,000.00
County Wide Program Fees									\$0.00
61 Administration									\$0.00
62 Household Hazardous Waste Program									\$0.00
63 Cummings Landfill Pledge of Revenue									\$0.00
64 Illegal Dumping & Clean Up Funds					\$54,400.00				\$54,400.00
65 Rural Container Program					\$387,200.00				\$387,200.00
66 County/Cities AB 939 Programs					\$154,001.26				\$154,001.26
67 Table Bluff Landfill Maintenance					\$59,200.00				\$59,200.00
68 County-wide Enforcement (LEA)					\$250,400.00				\$250,400.00
69 Edible Food Recovery					\$30,400.00				\$30,400.00
Total CWPF Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$935,601.26	\$0.00	\$0.00	\$0.00	\$935,601.26
Payroll & Related Expenses									\$0.00
72 Salaries & Wages	\$250,815.67	\$126,539.94	\$193,845.44	\$263,262.09		\$166,463.38		\$1,276,409.14	\$2,277,335.66
73 Health Insurance	\$98,334.03	\$42,170.15	\$38,416.22	\$41,486.73		\$35,716.80		\$404,056.70	\$660,180.63
74 Retirement	\$59,126.59	\$23,166.80	\$17,454.12	\$24,160.28		\$13,013.28		\$190,604.60	\$327,525.68
75 Health Insurance in Lieu	\$4,704.00	\$0.00	\$0.00	\$0.00		\$0.00		\$10,079.76	\$14,783.76
76 Payroll Taxes	\$7,741.44	\$3,343.20	\$4,128.90	\$3,558.64		\$1,804.32		\$39,999.19	\$60,575.70
Total Payroll & Related Expenses	\$420,721.73	\$195,220.09	\$253,844.69	\$332,467.74	\$0.00	\$216,997.78	\$0.00	\$1,921,149.39	\$3,340,401.42

	Admin 2023-2024	EH&S 2023-2024	HHW 2023-2024	Landfill 2023-2024	Pass Thru 2023-2024	Programs 2023-2024	Organics 2023-2024	Solid Waste 2023-2024	Total 2023-2024
Expenses									\$0.00
78 Permits, Licenses, Fees		\$2,000.00	\$3,500.00	\$80,500.00			\$3,500.00	\$5,000.00	\$94,500.00
79 Printing	\$1,500.00	\$250.00	\$2,500.00				\$12,000.00	\$5,000.00	\$21,250.00
80 Postage	\$800.00		\$0.00	\$500.00				\$3,500.00	\$4,800.00
81 R & M - Equipment		\$1,500.00	\$4,500.00	\$20,000.00			\$15,000.00	\$67,000.00	\$108,000.00
82 R & M - Facilities	\$1,500.00	\$12,000.00	\$11,000.00	\$47,500.00			\$38,000.00	\$85,000.00	\$195,000.00
83 R & M - Vehicles		\$500.00		\$1,000.00				\$3,000.00	\$4,500.00
84 Recycling Residual Expense									\$0.00
85 Safety Expense		\$35,000.00							\$35,000.00
86 Salvage Materials Hauling			\$0.00					\$70,000.00	\$70,000.00
87 Security	\$1,500.00			\$500.00			\$2,500.00	\$2,560.00	\$7,060.00
88 Small Tools		\$250.00	\$500.00	\$1,500.00			\$3,000.00	\$2,220.00	\$7,470.00
89 Telephone	\$6,000.00	\$1,750.00	\$1,000.00	\$2,400.00				\$4,000.00	\$15,150.00
90 Tire Trans & Disposal								\$23,000.00	\$23,000.00
91 Training	\$2,500.00	\$5,000.00	\$2,200.00	\$4,000.00				\$2,200.00	\$15,900.00
92 Travel	\$1,500.00	\$0.00		\$2,000.00				\$1,700.00	\$5,200.00
93 Uniforms	\$2,500.00	\$1,500.00	\$1,000.00	\$3,000.00		\$1,000.00		\$10,000.00	\$19,000.00
94 Utilities - Electricity & Heat	\$4,000.00	\$1,000.00	\$3,600.00	\$30,000.00		\$2,500.00	\$11,000.00	\$29,000.00	\$81,100.00
95 Utilities - Water & Sewer		\$500.00		\$800.00		\$2,000.00	\$500.00	\$4,755.25	\$8,555.25
96 Other Expenses									\$0.00
97 Grant Expenses - Tire Grant						\$128,388.00			\$128,388.00
98 Payment Program Expense - CCPP									\$0.00
99 Payment Program Expenses - OPP									\$0.00
100 Timber Expenses				\$15,000.00					\$15,000.00
101 Rental Expense									\$0.00
102 Capital Improvement Funding								\$291,045.04	\$291,045.04
103 Operating Reserve Funding								\$136,327.68	\$136,327.68
104 Rate Stabilization Funding								\$220,000.00	\$220,000.00
105 Long Term Funding								\$75,000.00	\$75,000.00
106 Total Other Expenses	\$0.00	\$0.00	\$0.00	\$15,000.00	\$0.00	\$128,388.00	\$0.00	\$722,372.72	\$865,760.72
107 Total Expenses	\$671,911.37	\$294,038.13	\$660,086.69	\$854,587.78	\$935,601.26	\$359,519.78	\$109,000.00	\$10,315,625.66	\$14,200,370.67
108 Net	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Reserves									
109 Operating Reserve									\$1,358,790.30
110 Rate Stabilization									\$400,000.00
111 Capital Improvement Fund									\$1,191,045.04
112 Health and Benefits Stabilization									\$150,000.00
113 Reserve (name tbd)									\$75,000.00
Total reserves									\$3,174,835.34

Section 5: Organizational Chart

HWMA Organizational Chart

Board	Arcata	Blue Lake	Eureka	Ferndale	Humboldt Conty	Rio Dell								
Executive	Executive Director					Legal Counsel								
Dept. Director	Director of Finance			1.0 FTE	Director of Operations	1.0 FTE	Director of EH&S	1.0 FTE						
Supervisor				Scale Supervisor	1.0 FTE	Operations Supervisor	1.0 FTE	Landfill Supervisor	1.0 FTE					
Staff	Acct Clerk I/II, Confidential, existing	2.0 FTE	Analyst I/II	2.0 FTE	Scale Attendant	5.0 FTE	MDT I/II/III	16 FTE*	Haz Tech I/II	2.0 FTE	MDT I/II/III	2.0 FTE	Health and Safety Coordinator I/II	1.0 FTE

Effective April 13 2023

*Materials Diversion Tech I/II/III
2.0 FTE Frozen Since FY 2020-2021

Section 6: Division Activities

HWMA Interim Executive Director
Eric Keller-Heckman

Purpose:

Executive Director reports to the HWMA Board of Directors, and is responsible for administrative, planning and reporting activities, and supervision of Authority's staff. The Executive Director is responsible for management of HWMA's operational, financial and administrative functions, personnel and risk management activities and is designated as the Clerk of the Board. The Directors Operations, Environmental Health & Safety, and Finance & Administrative Services, report directly to the Executive Director. The Executive Director makes both tactical and strategic decisions consistent with adopted Board policy and with the safe and cost-effective oversight of all Administration, Operations, Programs, Landfill and Forest Property activities. Ancillary activities include community relations, implementation of the HWMA Strategic Plan, ensuring regulatory compliance and contract management.

HWMA is responsible for ensuring municipal solid waste disposal capacity for a minimum of fourteen more years, as well as entering into and managing contracts associated with recycling, green waste, household hazardous waste, electronic wastes and other divertible materials. The Authority is also responsible for the Cummings Road Landfill activities including post-closure maintenance and monitoring activities.

Budget Summary

Budgetary activities for the Board of Directors and Executive Director are embedded within the Administration Division.

Programs Activities Summary

The Fiscal Year 2023-24 budget for Programs projects \$359,519.78 in expenditures to cover Programs service activities, including California Integrated Waste Management Act (CIWMA) services expenditures, grant funded initiatives, and diversion tracking and analysis by in-house analyst staff.

Programs includes CIWMA reporting to certain member agencies and CalRecycle, strategic planning implementation, Sharps consolidation collection point activities, and activities which involve education and outreach to various stakeholders to continue, improve, or implement diversion goals for each of the cities. The Authority's allocation of AB 939 pass-thru fees provide the base funding for universal program implementation; grants and a small portion of base fees provide a secondary source of revenue for this division.

Objectives for 2022-2023

- Renew AB939 contracts with Río Dell, Eureka and Humboldt County for maximum value for all parties and best service to our communities.
- Maintain all HWMA certifications necessary for waste diversion programs.
- Continue to meet or exceed all regulatory diversion program requirements.
- Expand on current recycling and waste diversion outreach with payment programs and grants.
- Restart mobile electronic waste collection events, depending on the COVID-19 status going forward

Financial & Administrative Services

Director of Finance:	Vacant
Scale Supervisor:	Nick Dial
Administrative Services	2.0 FTE Account Clerks
	5.0 FTE Scale Attendants
Total Division Staff	9.0 FTE

Purpose:

The Director of Finance is responsible for financial management for Authority operations including preparing and monitoring the annual budget, managing revenues and expenditures, payroll processing and reporting, and for ensuring all accounting protocols are within specifications for the Authority. The Administrative Services Director is also responsible for supervision and management of the Business Office and Scale House personnel.

This Director also oversees and performs the annual audit of the Authority's financials, and coordinates workflow with the Authority's independent auditing firm to present a final document to the Board upon completion.

Finance & Administrative Services Activities Summary

The Fiscal Year 2022-23 budget for Administration projects \$661,350 in expenditures to cover all Administrative Service activities, including expenditures by the Board and Executive Director.

Objectives for FY 2022-23:

- Development of internal policies and procedures to guide current and future staff in the Finance division.
- Develop long term planning efforts for Capital Improvements
- Ensure rigorous and ongoing oversight of the budget in the new accounting software and make timely recommendations for budget adjustments to the Executive Director if and when necessary.
- Work with Executive Director in consideration of most effective and practical way to staff the Department upon retirement of one Account Clerk.

Operations

Director:	Jill Duffy, Interim
Supervisor:	Helder Morais
	2.0 FTE Materials Diversion Tech III
	6.0 FTE Materials Diversion Tech II
	9.0 FTE Materials Diversion Tech I
	2.0 FTE Hazardous Materials Technician
Total Division Staff	21 FTE

Purpose:

The Director of Operations is responsible for managing:

- Municipal Solid Waste received directly at the Hawthorne Street Transfer Station in Eureka, as well as member agency solid waste received at two ‘satellite’ locations which are privately owned transfer stations. These “satellite” locations are Recology Eel River in Fortuna and Humboldt Sanitation in McKinleyville. The Operations Division handles contracted services with Dry Creek Landfill White City, Oregon for long-haul transportation and disposal of municipal solid waste disposed at these three facilities.
- Recyclable materials received at the Hawthorne Street Transfer Station.
- Single stream drop off is accepted at the Hawthorne Street Transfer Station and is delivered along with member agency curbside collected material to Recology Eel River owned MRF located in Samoa, Ca under a 10-year recycling processing and marketing agreement.
- Green waste material that is hauled by Humboldt Sanitation from the Hawthorne Street facility and directed to Steve Morris Logging.
- Household Hazardous Waste accepted from residents and small businesses throughout Humboldt County.

Solid Waste Activities Summary:

The Fiscal Year 2023-24 budget for Tip Floor Operations projected expenditures will cover all activity cost associated with receiving and loading of solid waste into transportation trailers, transportation, and landfill disposal costs.

The Hawthorne Street facility is expected to receive 65,000 tons of municipal solid waste from self-haul and franchise haulers in FY 23-24. In working with Dry Creek Landfill and its designated subcontractor, Bettendorf Trucking, HWMA has gained the ability to solidify these services and bring stability to this aspect of operations.

Diversion Activities:

In addition to receiving and loading solid waste, Tip Floor staff manually diverts and recovers recyclable materials from the solid waste stream. These materials are placed into segregated bins or bunkers, and later processed for brokerage by HWMA.

Objectives for FY 2023-24:

- Implement digital trailer loading and damage tracking methods.
- Replacement of signage at the Hawthorne Street Transfer Station.
- Continue to evaluate methods of identifying Best Management Practices that reduce sedimentation introduced into storm water runoff.
- Expand 40-Hour Hazardous Waste training for MDT I classifications.
- Continue to devise safe, effective diversion strategies.
- Continue to streamline and maximize efficiency of diversion activities and programs.
- Identify capital improvement projects regarding Hawthorne Street Transfer Station.
- Develop equipment specific training protocols and proficiency testing for heavy equipment.
- Develop a digital preventative maintenance program for all onsite equipment.
- Replace 50' pit scale (for loading and weighing of semi-truck trailers).
- Develop digital walkthrough of the facility and its services.

Organics Activities Summary:

The Organics Division is a proposed division for FY 23/24. In the future this will house all related expenses to the annual costs related to all Organics activities at the Hawthorne Street Transfer Station. Expenses projected this year in the amount of \$109,000 represent costs that will be associated with preparing the facility for its predicted opening in 2024.

Household Hazardous Waste Activities Summary:

The Fiscal Year 2023-24 budget for Hazardous Waste includes expenditures related to activity costs associated with the receipt of household and small business hazardous waste, and the processing and loading of materials for appropriate disposal.

Hazardous Waste Activities:

The permanent Household Hazardous Waste (HHW) facility at the Hawthorne Street Transfer Station is available to residents Monday through Saturday for drop-off of residential household hazardous waste. Small business customers (CESQG) may drop off their business-related hazardous wastes Monday through Friday by appointment only.

Objectives for FY 2023-2024:

- Complete overhaul of all signage at the Household Hazardous Waste Facility.
- Continue to expand cross training opportunities to HWMA staff.
- Update Household Hazardous Waste outreach materials for the public.
- Identify capital improvement projects for the Household Hazardous Waste Facility.

- Assess the need for an additional staff member M-F due to increased traffic and hazardous waste material.
- Evaluate current satellite facility sites and provide recommendations for future use or the need for expansion.
- Develop system for small business to make appointments online or through HWMA's main website

Environmental Health & Safety

Director:	Anthony Heacock
Supervisor:	Louis Pree,
	1.0 FTE Materials Diversion Tech III
	1.0 FTE Materials Diversion Tech II
Total Division Staff	3 FTE

Purpose:

The Director of Environmental Health & Safety is responsible for:

- Ensure environmental compliance at all Authority facilities
- Protect human health by implementation of safety programs for Authority employees and contractors.
- Oversee compliance and management activities at Cummings Road Landfill, and Authority-owned Forest properties

Environmental Health & Safety Compliance Activities Summary:

The Fiscal Year 2023-24 budget for environmental health and safety compliance activities are projected at \$294,038.13

Objectives for FY 2022-23

- Maintain practical measures to minimize workplace exposures to COVID-19 post CA state of emergency.
- Review and update safety plans as needed.
- Continued support of the Safety Committee’s actionable recommendations.
- Continue to develop environmental and safety budgeting items.
- Improve document management and recordkeeping systems for EHS records to streamline corrective actions and ensure regulatory compliance.
- Stormwater compliance: new BMPs targeted at pollutant sources identified in 22/23 season to return to baseline status for iron and aluminum.

Cummings Road Landfill and Forest Properties Summary:

The Fiscal Year 2023-24 budget for Cummings Road Landfill is \$854,587.78 in expenditures to cover activity costs associated with the post-closure maintenance, leachate disposal costs, and environmental monitoring activities at the site

HWMA owns and maintains the Cummings Road Landfill, a Class III Solid Waste Disposal Site. The landfill is located at 5775 Cummings Road, Eureka.

Activities at the landfill are related primarily to the ongoing operations, maintenance and repairs of equipment, motors and pumps that extract leachate and gases from the closed landfill. The landfill is required to perform monitoring and reporting activities by the North Coast Regional

Water Quality Control Board, California Air Resources Board, City of Eureka, and the U.S. Environmental Protection Agency.

Objectives for FY 2023-24:

- Continue site maintenance activities, including regulatory compliance monitoring and reporting activities.
- Continue to rebuild and upgrade leachate and gas system infrastructure components.
- Replace overhead power line supporting landfill dewatering pumps
- Replace the landfill office trailer.
- Replace Flare system Blower # 1
- Generate electrical system upgrade and emergency power estimate to include in Capital Improvement Fund.
- Re-surface deteriorated rock roads.

Section 7: Classification Plan

HWMA FY 2023-2024 Pay Plan Placement Effective July 1, 2023

Class Title	Salary Range Band(s)	Step 1 (Initial Salary Band)	Step 5 (Final Salary Band)	Percent Difference*
Account Clerk I	2	\$ 36,353	\$ 44,188	21.55%
Account Clerk II	9	\$ 43,213	\$ 52,525	21.55%
Account Clerk II (Confidential)	13	\$ 47,698	\$ 57,978	21.55%
Administrative Services Director	41	\$ 95,229	\$ 115,752	21.55%
Director of Environmental Health and Safety	41	\$ 95,229	\$ 115,752	21.55%
Director of Operations	41	\$ 95,229	\$ 115,752	21.55%
Executive Director	55	\$ 134,557	\$ 163,554	21.55%
Hazardous Waste Technician I	11	\$ 45,400	\$ 55,183	21.55%
Hazardous Waste Technician II	19	\$ 55,315	\$ 67,236	21.55%
Health and Safety Coordinator I	11	\$ 45,400	\$ 55,183	21.55%
Health and Safety Coordinator II	19	\$ 55,315	\$ 67,236	21.55%
Landfill Supervisor	25	\$ 64,148	\$ 77,973	21.55%
Materials Diversion Technician I	1,2,3	\$ 35,466	\$ 45,292	27.71%
Materials Diversion Technician II	9,10,11	\$ 43,213	\$ 55,183	27.70%
Materials Diversion Technician III	18,19,20	\$ 53,967	\$ 68,917	27.70%
Operations Supervisor	25	\$ 64,148	\$ 77,973	21.55%
Program Analyst I	17	\$ 52,649	\$ 63,996	21.55%
Program Analyst II	21	\$ 58,115	\$ 70,640	21.55%
Scale Attendant	7	\$ 41,130	\$ 49,994	21.55%
Scalehouse Supervisor	25	\$ 64,148	\$ 77,973	21.55%

* Per the Authority's Policy Handbook, Section XXXX, the difference between the starting wage for a position and the

HWMA FY 2023- 2024 Salary Schedule

Salary Range	Annually					Monthly					Per Pay Period					Hourly				
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5
1	35,466	37,240	39,102	41,057	43,110	2,956	3,103	3,259	3,422	3,593	1,477.77	1,551.65	1,629.23	1,710.70	1,796.23	17.05	17.90	18.80	19.74	20.72
2	36,353	38,170	40,079	42,083	44,188	3,029	3,181	3,340	3,507	3,682	1,514.70	1,590.44	1,669.96	1,753.46	1,841.14	17.48	18.35	19.27	20.23	21.25
3	37,262	39,125	41,081	43,135	45,292	3,105	3,261	3,423	3,594	3,774	1,552.58	1,630.21	1,711.72	1,797.30	1,887.17	17.91	18.81	19.75	20.74	21.77
4	38,194	40,103	42,108	44,213	46,424	3,183	3,342	3,509	3,685	3,869	1,591.39	1,670.96	1,754.51	1,842.24	1,934.35	18.36	19.28	20.24	21.26	22.32
5	39,148	41,106	43,161	45,319	47,585	3,262	3,425	3,596	3,776	3,965	1,631.18	1,712.73	1,798.37	1,888.29	1,982.70	18.82	19.76	20.75	21.78	22.88
6	40,127	42,133	44,240	46,452	48,775	3,344	3,511	3,687	3,871	4,065	1,671.95	1,755.55	1,843.33	1,935.50	2,032.27	19.29	20.25	21.27	22.33	23.45
7	41,130	43,187	45,346	47,613	49,994	3,427	3,599	3,779	3,968	4,167	1,713.75	1,799.44	1,889.42	1,983.89	2,083.08	19.77	20.77	21.81	22.89	24.03
8	42,158	44,266	46,480	48,804	51,244	3,514	3,689	3,874	4,067	4,271	1,756.59	1,844.43	1,936.65	2,033.48	2,135.15	20.27	21.28	22.34	23.46	24.64
9	43,213	45,373	47,642	50,024	52,525	3,601	3,781	3,970	4,169	4,377	1,800.52	1,890.54	1,985.06	2,084.32	2,188.54	20.78	21.82	22.90	24.05	25.25
10	44,293	46,507	48,833	51,274	53,838	3,691	3,876	4,069	4,273	4,486	1,845.53	1,937.80	2,034.69	2,136.43	2,243.24	21.29	22.35	23.47	24.65	25.89
11	45,400	47,670	50,053	52,556	55,183	3,783	3,972	4,171	4,380	4,598	1,891.67	1,986.25	2,085.56	2,189.84	2,299.32	21.83	22.91	24.06	25.27	26.54
12	46,535	48,862	51,304	53,869	56,563	3,878	4,072	4,275	4,489	4,713	1,938.96	2,035.90	2,137.70	2,244.58	2,356.81	22.38	23.49	24.67	25.90	27.20
13	47,698	50,083	52,587	55,217	57,978	3,975	4,173	4,382	4,602	4,832	1,987.43	2,086.80	2,191.14	2,300.70	2,415.73	22.94	24.08	25.28	26.55	27.88
14	48,891	51,336	53,902	56,597	59,427	4,074	4,278	4,492	4,717	4,953	2,037.12	2,138.97	2,245.92	2,358.21	2,476.13	23.51	24.68	25.91	27.21	28.57
15	50,113	52,618	55,249	58,013	60,912	4,176	4,385	4,604	4,834	5,076	2,088.04	2,192.44	2,302.06	2,417.16	2,538.02	24.10	25.29	26.56	27.89	29.29
16	51,366	53,934	56,630	59,462	62,435	4,281	4,494	4,719	4,955	5,203	2,140.24	2,247.26	2,359.62	2,477.59	2,601.47	24.69	25.93	27.23	28.58	30.01
17	52,649	55,283	58,046	60,949	63,996	4,388	4,607	4,838	5,079	5,333	2,193.75	2,303.44	2,418.61	2,539.53	2,666.51	25.32	26.58	27.91	29.30	30.76
18	53,967	56,665	59,498	62,472	65,597	4,498	4,722	4,958	5,207	5,466	2,248.59	2,361.02	2,479.07	2,603.03	2,733.18	25.94	27.24	28.60	30.04	31.53
19	55,315	58,081	60,985	64,034	67,236	4,609	4,840	5,082	5,336	5,604	2,304.80	2,420.05	2,541.06	2,668.10	2,801.51	26.59	27.92	29.32	30.79	32.33
20	56,699	59,533	62,510	65,636	68,917	4,725	4,961	5,209	5,469	5,743	2,362.43	2,480.55	2,604.57	2,734.80	2,871.54	27.26	28.63	30.05	31.56	33.13
21	58,115	61,022	64,072	67,276	70,640	4,843	5,085	5,340	5,607	5,886	2,421.49	2,542.57	2,669.69	2,803.17	2,943.33	27.95	29.33	30.81	32.34	33.96
22	59,568	62,547	65,755	68,958	72,406	4,964	5,212	5,473	5,747	6,034	2,482.02	2,606.13	2,736.44	2,873.25	3,016.92	28.64	30.07	31.58	33.16	34.81
23	61,058	64,110	67,316	70,682	74,216	5,088	5,343	5,609	5,890	6,185	2,544.07	2,671.28	2,804.84	2,945.09	3,092.34	29.35	30.82	32.36	33.98	35.68
24	62,584	65,714	68,999	72,449	76,071	5,216	5,476	5,750	6,037	6,339	2,607.68	2,738.06	2,874.96	3,018.72	3,169.65	30.09	31.59	33.17	34.83	36.58
25	64,148	67,357	70,724	74,261	77,973	5,345	5,612	5,893	6,188	6,498	2,672.87	2,806.52	2,946.83	3,094.19	3,248.89	30.84	32.38	34.01	35.71	37.48
26	65,753	69,041	72,499	76,117	79,922	5,479	5,753	6,041	6,343	6,660	2,739.69	2,876.68	3,020.51	3,171.54	3,330.11	31.61	33.19	34.86	36.59	38.42
27	67,397	70,766	74,304	78,020	81,921	5,616	5,898	6,192	6,502	6,827	2,808.18	2,948.59	3,096.02	3,250.82	3,413.37	32.41	34.02	35.73	37.51	39.38
28	69,081	72,535	76,162	79,971	83,968	5,757	6,044	6,347	6,664	6,997	2,878.39	3,022.31	3,173.43	3,332.09	3,498.70	33.21	34.88	36.61	38.45	40.37
29	70,809	74,349	78,066	81,970	86,068	5,901	6,196	6,506	6,830	7,172	2,950.35	3,097.87	3,252.75	3,415.39	3,586.17	34.04	35.74	37.53	39.41	41.38
30	72,579	76,208	80,017	84,019	88,220	6,049	6,351	6,668	7,001	7,351	3,024.11	3,175.32	3,334.07	3,500.78	3,675.82	34.89	36.63	38.47	40.39	42.42
31	74,393	78,113	82,018	86,120	90,425	6,200	6,509	6,835	7,177	7,536	3,099.71	3,254.70	3,417.43	3,588.30	3,767.72	35.76	37.55	39.43	41.41	43.48
32	76,252	80,066	84,069	88,272	92,686	6,354	6,673	7,006	7,356	7,724	3,177.21	3,336.06	3,502.86	3,678.01	3,861.91	36.66	38.49	40.41	42.44	44.56
33	78,159	82,067	86,170	90,479	95,003	6,514	6,839	7,181	7,540	7,917	3,256.63	3,419.46	3,590.43	3,769.96	3,958.46	37.57	39.45	41.43	43.50	45.67
34	80,114	84,119	88,325	92,741	97,378	6,676	7,010	7,360	7,728	8,115	3,338.04	3,504.95	3,680.19	3,864.21	4,057.41	38.51	40.45	42.46	44.58	46.82
35	82,116	86,222	90,532	95,059	99,813	6,843	7,185	7,545	7,922	8,318	3,421.50	3,592.58	3,772.20	3,960.82	4,158.85	39.47	41.45	43.52	45.70	47.98
36	84,168	88,378	92,796	97,436	102,308	7,014	7,365	7,733	8,120	8,526	3,507.03	3,682.39	3,866.51	4,059.83	4,262.82	40.47	42.49	44.62	46.84	49.19
37	86,273	90,587	95,116	99,872	104,865	7,189	7,549	7,926	8,323	8,739	3,594.72	3,774.45	3,963.17	4,161.33	4,369.39	41.48	43.56	45.73	48.02	50.41
38	88,430	92,852	97,494	102,369	107,487	7,369	7,737	8,124	8,531	8,957	3,684.58	3,868.81	4,062.26	4,265.36	4,478.64	42.52	44.64	46.88	49.21	51.67
39	90,641	95,173	99,931	104,928	110,174	7,554	7,931	8,328	8,744	9,181	3,776.70	3,965.53	4,163.80	4,372.00	4,590.60	43.58	45.76	48.04	50.44	52.97
40	92,906	97,552	102,429	107,551	112,929	7,743	8,130	8,536	8,963	9,411	3,871.11	4,064.67	4,267.90	4,481.30	4,705.36	44.66	46.90	49.25	51.71	54.29
41	95,229	99,991	104,990	110,240	115,752	7,936	8,332	8,749	9,186	9,646	3,967.89	4,166.29	4,374.59	4,593.33	4,823.00	45.78	48.07	50.48	53.01	55.66
42	97,610	102,491	107,615	112,996	118,645	8,134	8,541	8,968	9,417	9,888	4,067.09	4,270.44	4,483.97	4,708.17	4,943.57	46.93	49.27	51.74	54.32	57.04
43	100,050	105,053	110,305	115,821	121,612	8,338	8,755	9,192	9,652	10,135	4,168.77	4,377.20	4,596.06	4,825.86	5,067.16	48.10	50.51	53.03	55.68	58.46
44	102,551	107,680	113,063	118,717	124,652	8,546	8,973	9,422	9,893	10,387	4,272.99	4,486.63	4,710.96	4,946.51	5,193.84	49.30	51.76	54.36	57.08	59.93
45	105,116	110,371	115,890	121,685	127,768	8,759	9,198	9,657	10,140	10,647	4,379.81	4,598.80	4,828.74	5,070.18	5,323.69	50.53	53.06	55.71	58.51	61.43
46	107,743	113,130	118,787	124,726	130,963	8,978	9,428	9,899	10,394	10,913	4,489.30	4,713.77	4,949.45	5,196.93	5,456.78	51.80	54.39	57.11	59.96	62.96
47	110,437	115,959	121,756	127,845	134,237	9,203	9,663	10,146	10,654	11,186	4,601.53	4,831.61	5,073.20	5,326.85	5,593.20	53.09	55.74	58.54	61.46	64.53
48	113,198	118,858	124,800	131,041	137,593	9,434	9,904	10,400	10,920	11,467	4,716.58	4,952.40	5,200.02	5,460.02	5,733.02	54.43	57.14	60.01	63.00	66.16
49	116,027	121,829	127,921	134,316	141,033	9,670	10,153	10,660	11,193	11,753	4,834.49	5,076.22	5,330.03	5,596.53	5,876.35	55.78	58.57	61.50	64.58	67.80
50	118,928	124,875	131,118	137,674	144,558	9,911	10,406	10,926	11,473	12,047	4,955.36	5,203.12	5,463.28	5,736.44	6,023.26	57.18	60.04	63.04	66.19	69.50
51	121,902	127,997	134,397	141,116	148,173	10,158	10,666	11,199	11,760	12,348	5,079.24	5,333.20	5,599.86	5,879.85	6,173.85	58.61	61.54	64.61	67.84	71.23
52	124,949	131,196	137,756	144,645	151,876	10,412	10,933	11,480	12,054	12,										

Section 8: Resolution 2024-01

RESOLUTION 2024-01

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

Section 1. PURPOSE AND INTENT.

The purpose of this Resolution is to establish and collect fees as authorized by state law including but not limited to Sections 41901 and 41902 of the Public Resources Code and the powers contained in the Humboldt Waste Management Authority Joint Powers Agreement in order to fund the reasonable and necessary costs incurred by the Humboldt Waste Management Authority in owning, operating, maintaining and conducting the Authority's solid waste management services, programs, facilities and enterprises.

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

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

Section 2. DEFINITIONS.

- Part
- (a) Unless otherwise stated, the terms used in this Resolution shall have the same meaning as provided by the definitions set forth in Section 17225 of Title 14, California Code of Regulations and the appropriate subsections of Division 30, 1, Chapter 2, California Public Resources Code.
 - (b) "Authority" means the Humboldt Waste Management Authority.
 - (c) "Carpet" means a manufactured article that is used in commercial or residential buildings affixed or placed on the floor or building walking surface as a decorative or functional building interior feature and that is primarily constructed of a top visible surface of synthetic face fibers or yarns or tufts attached to a backing system derived from synthetic or natural materials. "Carpet" includes, but is not limited to, a commercial or a residential broadloom carpet or modular carpet tiles. "Carpet" does not include a rug, pad, cushion, or underlayment used in conjunction with, or separately from, a carpet.
 - (d) "Collector" means either a Franchise Collector or a Non-Franchise Collector.

- (e) “Designated Divertible Materials” means source-separated materials which are discarded at the HWMA Hawthorne Street Transfer Station in a designated area (e.g., bunker or container), and for which an appropriate reuse, recycling, composting, or other diversion outlet exists. The list of approved Designated Divertible Materials shall be based on market or outlet availability as determined by the Executive Director and shall be updated from time to time. Examples of “Designated Divertible Materials” may include clean drywall (gypsum board), non-hazardous ash, textiles, food waste, and dimensional lumber and wooden pallets.
- (f) "Executive Director" means the Executive Director of the Humboldt Waste Management Authority or a designated representative thereof.
- (g) “Franchise Collector” means a company that collects Solid Waste or Recyclable Materials under contract with a public agency.
- (h) “Greenwaste” means any wastes generated from the maintenance or alteration of public, commercial or residential landscapes including, but not limited to, yard clippings, leaves, tree trimmings, prunings, brush, weeds, wood that is not treated with preservatives or painted and cardboard that is not otherwise recyclable."
- (i) "Household Hazardous Waste" means all those wastes defined by Section 25218.1(e) of the Health and Safety Code and/or Cal. Admin. Code tit. 14, § 18720(27).
- (j) “Jurisdictional Boundaries of the Authority” means the jurisdictional boundaries coinciding with those of the Authority’s member agencies.
- (k) "Operator" means a person or entity who accepts Waste Material generated within the Jurisdictional Boundaries of the Authority and to whom permission to operate a Transformation Facility or Transfer/Processing Station for Solid Waste, or a combination of Solid Waste and Hazardous Waste, is granted under Section 40000 et seq. of the Public Resources Code.
- (l) "Non-Franchise Collector" means a person or entity that collects and/or transports Solid Waste generated within the Jurisdictional Boundaries of the Authority directly to an approved landfill facility for the purpose of disposal.
- (m) “Recyclable Materials Processing” means those recyclable materials source source-separated by the generator for the purpose of recycling for beneficial reuse or marketing to third parties.
- (n) “Recyclable Materials Processing” means the sorting, processing and marketing of Recyclable Materials.

- (o) “Satellite Facility” means a Transfer/Processing Station that receives Waste Materials generated from within the Jurisdictional Boundaries of the Authority that is not owned or directly operated by the HWMA, and which is located within the County of Humboldt.
- (p) “Self Haul Customers” means any person or entity that transports Solid Waste or Recyclable Materials directly to a Transfer/Processing Station and/or Transformation Facility.
- (q) "Solid Waste" means all putrescible and nonputrescible solid, and semisolid wastes; including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes. "Solid Waste" does not include hazardous, low-level radioactive or medical waste. "Solid Waste" as herein defined shall not include materials source-separated by the generator for the purpose of recycling, reuse, repair, or composting.
- (r) "Transfer/Processing Station" means a facility utilized to receive Waste Material from Collectors and Self Haul Customers and to temporarily store, separate, transfer, convert, or otherwise process said materials and/or to transfer it directly from smaller to larger vehicles or railroad trains for transport.
- (s) "Transformation Facility" means a facility whose principal function is to receive and manage Solid Waste through a non-landfill disposal process other than composting such as incineration, pyrolysis, distillation, gasification, or biological conversion.
- (t) “Waste Material” means all materials including Solid Waste, Household Hazardous Waste, Greenwaste, and Recyclable Materials.

Section 3. COLLECTION OF FEE.

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

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

Section 4. WASTE MANAGEMENT FEE.

The Authority Waste Management Fee rates specified in Schedule A shall take effect beginning on July 1, 2023 for the Fiscal Year 2023-2024.

(a) **Table 1. County-Wide Program Fees** shall be paid as part of the Facility Fee by all Franchise Collectors and Self Haul Customers. For Self Haul Customers who deliver Waste Materials to the Hawthorne Street Transfer Station, a Satellite Facility, or Transfer/Process Facility or Transformation Facility located in Humboldt County, the County-Wide Program Fee shall be paid by the Operator or Satellite Facility and remitted to the Authority on no more than a quarterly basis. Self Haul Customers who deliver Waste Materials to a Transfer/Process Facility and/or Transformation Facility located outside the Jurisdictional Boundaries of the Authority, and all Non-Franchise Collectors shall pay the County-Wide Program Fee to the Authority on a quarterly basis.

(b) **Table 2. HWMA Base Fees** shall be paid as part of the Facility Fee by all Franchise Collectors and Self Haul Customers who deliver Waste Material to the Hawthorne Street Transfer Station.

(c) **Table 3. Facility Fees.**

i) **Self Haul Fees** shall be paid by all Self Haul Customers who deliver Waste Materials to any Authority owned and/or operated facility. This includes all persons or entities dropping off Waste Materials at an Authority facility except Franchise Collectors. Member agencies that deliver Waste Materials at an Authority facility shall pay the Self Haul Fee rate found in Schedule A, Table 3. Self Haul loads that require special handling or processing, such as travel trailers, auto body parts, large pieces of concrete or metal, or cleanup of spills may be charged an additional per hour fee for the extra handling required. Loads containing cathode ray tubes, appliances, tires, or any other unpermitted waste may be subject to additional special fees established in Schedule A, Table 6.

ii) **Franchise Collector Fees** shall be paid by all Franchise Collectors who deliver Waste Materials to the Hawthorne Street Transfer Station or a Satellite Facility. Franchise Collector loads that require special handling or processing, such as travel trailers, auto body parts, large pieces of concrete or metal, or cleanup of spills, may be charged an additional per hour fee for the extra handling required. Loads containing cathode ray tubes, tires, or any other unpermitted waste may be subject to additional special fees established in Schedule A, Table 6.

iii) **Satellite Fees** shall be paid by Operators of Satellite Facilities, and includes Operations fees which covers transportation and disposal costs only.

- (d) **Table 4. Non-Franchise Collector Fees** consisting of County-Wide Fees shall be paid by Non-Franchise Collectors. Non-Franchise Collectors shall deliver copies of all weight receipts to the Authority on a quarterly basis.
- (e) **Table 5. Volume Based Pricing Hawthorne Facility** shall be paid by Self Haul customers when the scales are inoperable.
- (f) **Table 6. Non-Standard Waste Materials** shall be paid by Franchise Collectors and Self Haul Customers that drop off non-standard Waste Materials.
- (g) **Table 7 Household Hazardous Waste Fees** shall be paid by Self Haul residential and commercial customers. Residential customers who bring in more than 15 gallons per vehicle (measured by the total volume of the containers brought in, not by the volume of material contained) and commercial customers shall pay a Household Hazardous Waste Fee based on the actual cost of handling and processing if so charged by the Executive Director.
- (h) **Table 8. Greenwaste Fees** shall be paid by Franchise Collectors and Self Haul Customers dropping off Green Waste at the Hawthorne Street facility or at the Mad River Compost Facility.
- (j) **Table 9. Recyclables Materials Processing Fees** shall be paid by Franchise Collectors and Self-Haul Customers dropping off Recyclable Materials at either the Samoa Resource Recovery Center or the Hawthorne Street Transfer Station.

Section 5. PAYMENT OF FEES.

(a) For cash transactions, payment shall be due upon delivery of the Waste Materials in accordance with Schedule A herein. Self Haul Customers which pay with cash or cash equivalents – check, debit or credit card – shall pay fees rounded to the nearest quarter dollar for materials disposed. For account customers, the fee shall be set based upon the volume or tonnage of Waste Material received during the preceding month according to Schedule A. Fees charged to accounts shall be paid to the Humboldt Waste Management Authority within thirty (30) days following the fee due date. The due date is the date of the monthly statement, and shall become due and payable by each account customer on the date of the monthly statement.

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

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

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

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

Failure to implement or to adhere to a verifiable measuring procedure after a reasonable period of time shall result in the referral of the disputed collections for review to an independent auditor. Costs for such an audit shall be borne by the losing party.

Fees not paid by its due date shall be determined to be delinquent, and shall be subject to late fee penalties.

(d) Customers who wish to keep a record of individual waste transactions should retain their weight ticket (invoice) from each transaction. The Authority also keeps a record of transactions. Customers may request copies of previous weight tickets and will be charged 75 cents for each weight ticket that is copied, sent, or faxed. A request for a copy of any weight ticket that is over 180 days old will be billed at \$40 per hour for staff research time.

Section 6. FAILURE TO COMPLY.

The Authority may collect any unpaid fees and penalties by civil action, in which event the Authority shall have judgment for the cost of the suit and reasonable attorney's fees.

Remedies for the failure to comply with this Resolution are non-exclusive. The Authority reserves the right to take any, all or combination of administrative, civil and criminal actions to enforce the terms of this Resolution, separately or concurrently.

Section 7. REFUNDS.

In the event any fee has been overpaid or has been erroneously received by the Authority under this Resolution, it shall be refunded.

Section 8. EFFECTIVE DATE.

This Resolution shall take effect on July 1, 2023.

APPROVED: _____ Date: _____
Leslie Castellano, Chair

ATTEST: _____ Date: _____
Eric Keller-Heckman, Clerk of the Board

Section 9: Waste Management Fee Table

Humboldt Waste Management Authority Waste Management Fees for Fiscal Year 2023-2024

Table 1: County-Wide Programs	\$ per Ton
Administration	\$0.57
Household Hazardous Waste Program	\$7.68
Cummings Landfill Pledge of Revenue	\$0.96
Illegal Dumping & Clean Up Funds	\$0.68
Rural Container Program	\$4.84
County/Cities AB 939 Programs	\$1.93
Table Bluff Landfill Maintenance	\$0.74
County-wide Enforcement (LEA)	\$3.13
Edible Food Recovery	\$0.38
Total	\$20.91

Table 2: HWMA Base Fee	\$ per Ton
Administration	\$8.35
Environmental Health & Safety (EHS)	\$3.91
Programs	\$1.88
Organics	\$1.45
Cummings Road Landfill Operations	\$10.37
Long Term Funding	\$1.00
Total	\$26.96

Table 3: Facility Fees	\$ per Ton
Self-Haul	
County-Wide Program Fee (from Table 1)	\$20.91
Base Fee (from Table 2)	\$26.96
Facility Fee	\$139.30
Total Self Haul Rate Per Ton	\$187.17
Minimum fee (120 Lbs)	\$12.00
Asbestos rate	\$187.17
Franchise	
County-Wide Program Fee (from Table 1)	\$20.91
Base Fee (from Table 2)	\$26.96
Facility Fee	\$122.54
Total Franchise Rate Per Ton	\$170.41
Grit (Wastewater Solids) Rate Per Ton	\$170.41
<i>See Table 6 for additional fees (non-standard MSW)</i>	
<i>See Table 7 for Hazardous Waste Fees</i>	
Recology Eel River	
County-Wide Program Fee (from Table 1)	\$20.91
Base Fee (from Table 2)	\$26.96

Facility Fee	\$87.57
Total Satellite Fee Rate	\$135.44
Humboldt Sanitation	
County-Wide Program Fee (from Table 1)	\$20.91
Base Fee (from Table 2)	\$26.96
Facility Fee	\$77.89
Total Satellite Fee Rate	\$125.76
Table 4: Non-Franchise Collector	
	\$ per Ton
County-Wide Program Fee (from Table 1)	\$23.27
Total Non-Franchise Collector Fee	\$23.27
Table 5: Volume Based Pricing	
	\$ per Ton
Minimum Fee for Solid Waste by Volume	\$12.00
Per Cubic Yard	\$20.15
Small Pickup (level with top of box)	\$30.23
Mid-Size Pickup (level with top of box)	\$46.15
Full-Size Pickup (level with top of box)	\$62.08
Misc. Construction Debris Per Cubic Yard	\$126.43
Minimum Fee for Green Waste by Volume	\$8.00
Per Cubic Yard	\$9.90
Small Pickup (level with top of box)	\$14.85
Mid-Size Pickup (level with top of box)	\$22.28
Full-Size Pickup (level with top of box)	\$34.10
Minimum Fee for Recyclable Materials by Volume	\$6.00
Per Cubic Yard	\$11.00
Table 6: Non-Standard Waste Materials Fees (per Item, unless otherwise specified)	
	\$ per Ton
Asbestos Handling Fee - Commercial or Residential, plus material weight	\$10.00
Asbestos Bag Fee	\$2.00
Asbestos Box Fee	\$44.00
Treated Wood Waste Handling Fee - Commercial or Residential plus material weight	\$10.00
Tire, Semi Truck or Smaller, On- or Off-Rim	\$9.00
Tire, Over-Sized (Grader, Solid Rubber, Foam-Filled, etc.)	\$180.00
Special Handling Fee, per Hour (billable in quarter-hour increments)	\$135.00
Carpet, per Ton	\$10.00
Minimum Fee, Carpet	\$2.00
Table 7: Household Hazardous Waste Fees	
	\$ per Ton
Hazardous waste up to 15 gallons, per trip, per day; volume calculated by volume of the container, regardless of how much material is in the container	No charge

Aerosol	\$2.00
Ballasts, PCB containing	\$0.05
Batteries, Mixed	\$1.00
Batteries, Auto	No Charge
Compressed gas cylinders, non-propane	\$10.00
Corrosives	\$8.00
Fire extinguishers	No Charge
Flammable liquid	\$5.00
Flammable solid	\$1.00
Fuel gas/propane, up to one (1) qt	\$1.00
Mercury	\$6.00
Motor oil	No Charge
Oil filter	No Charge
Oily Debris	\$1.00
Oxidizing liquid	\$10.00
Oxidizing solid	\$2.50
Paint	\$5.00
Propane Tanks, less than one (1) gallon	\$1.00
Toxic liquid	\$8.00
Toxic solid	\$2.50
Lead based paint chips	\$1.00

Table 8: Greenwaste Fees At Hawthorne Street	\$ per Ton
Franchise Collector Rate Per Ton Direct Delivery to Mad River Hardwoods (Wes Green)	\$94.81
Hawthorne Street Transfer Station Rate (Self-haul customers)	\$130.71
Minimum Fee, Self-Haul and Commercial Customers, up to 120 lbs	\$8.00

Table 9: Recyclable Materials Processing Fees	\$ per Ton
Direct Delivery to Samoa Processing Facility (Franchise Only)	\$110.97
Self-Haul and Commercial Rate	\$110.97
Minimum Fee, Self-Haul and Commercial Customers, up to 100 lbs	\$6.00

HWMA Waste Management Fees Table 3 Breakdown

	HWMA Self Haul	HWMA Franchise	RER Franchise	HumSan Franchise	Out of Area Self Haul
Projected Tonnage	22,100	42,900	4,000	6,000	5,000
Countywide Program Fees					
Administration	\$0.57	\$0.57	\$0.57	\$0.57	\$0.57
Household Hazardous Waste Program	\$7.68	\$7.68	\$7.68	\$7.68	\$7.68
Cummings Road Pledge of Revenue	\$0.96	\$0.96	\$0.96	\$0.96	\$0.96
Illegal Dumping & Clean Up Funds	\$0.68	\$0.68	\$0.68	\$0.68	\$0.68
Rural Container Program	\$4.84	\$4.84	\$4.84	\$4.84	\$4.84
County/Cities AB939 Programs	\$1.93	\$1.93	\$1.93	\$1.93	\$1.93
Table Bluff Landfill Maintenance	\$0.74	\$0.74	\$0.74	\$0.74	\$0.74
Countywide Enforcement (LEA)	\$3.13	\$3.13	\$3.13	\$3.13	\$3.13
Edible Food Recovery	\$0.38	\$0.38	\$0.38	\$0.38	\$0.38
Subtotal	\$20.91	\$20.91	\$20.91	\$20.91	\$20.91
HWMA Base Fees					
Administration	\$8.35	\$8.35	\$8.35	\$8.35	
Environmental Health and Safety Programs	\$3.91	\$3.91	\$3.91	\$3.91	
Organics	\$1.88	\$1.88	\$1.88	\$1.88	
Cummings Road Landfill Operations	\$1.45	\$1.45	\$1.45	\$1.45	
Long Term Funding	\$10.37	\$10.37	\$10.37	\$10.37	
	\$1.00	\$1.00	\$1.00	\$1.00	
Subtotal	\$26.96	\$26.96	\$26.96	\$26.96	
Facility Fees					
Transportation and Disposal	\$80.28	\$80.28	\$87.57	\$77.89	
Direct Operation Cost	\$37.94	\$21.18			
Indirect	\$11.12	\$11.12			
Reserve Funding	\$9.96	\$9.96			
Subtotal	\$139.30	\$122.54	\$87.57	\$77.89	
Total Proposed Waste Mgmt. Fees (per ton)	\$187.17	\$170.41	\$135.44	\$125.76	\$20.91
Waste Mgmt. Fees for Prior Fiscal Year	\$163.61	\$135.46	\$103.50	\$103.50	\$24.14
Percent Change	14.40%	25.80%	30.86%	21.51%	-13.38%

Values for HWMA Facility Fees related to Satellite Facilities relate to transportation and disposal costs only.
Other fees for facility operation are set via agreement by Member Agencies with their respective facility operators.

Section 10: County Wide Program Fees Overview and Funding Details

Administration.

This revenue covers HWMA's administrative salaries and overhead, legal services, and board expenses associated with oversight of CWPF's. Projected revenue is approximately \$45,600.

The Household Hazardous Waste Program

This program diverts household hazardous waste (e.g., motor oil, pesticides, pharmaceutical products, etc.) for materials not permitted to be disposed of in landfills. This fee now represents the total cost of operating the Hazardous Waste Facility Located at the Hawthorne Street Transfer Station less projected revenues from operations. Projected revenue is approximately \$611,796.77.

Cummings Road Landfill Pledge of Revenue.

This fee has been renamed from "Cummings Road Maintenance" fee to more accurately reflect the purpose for which these fees are collected, which per the June 2002 Pledge of Revenue Agreement between HWMA and the CIWMB (California Integrated Waste Management Board), is to ensure adequate funds for "...corrective action cost estimates..." should any such corrective actions become necessary. Projected revenue is approximately \$76,657.

Illegal Dumping and Cleanup Fund

This provides monies for assistance in cleanup of illegally dumped waste from member agencies. This fund has been fully utilized in the last 2 fiscal years, and member agency staff has expressed a desire for expanded use. Staff is recommending increasing the funding amount to \$54,400 for this fiscal year.

Rural Container Program.

The County is responsible for administering contracts for operation of 12 outlying container drop-off sites in the unincorporated, rural areas of Humboldt County. Because the operations are small and remote, actual costs to staff the facility and haul disposed material does incur a higher cost per ton. If the site operator charged the actual cost in their gate tip fee, few individuals would use the sites and illegal dumping in the surrounding area would likely increase. Projected revenue is \$387,000

County/Cities AB939 Programs.

These funds are allocated for waste diversion activities, programs, and staffing in HWMA's member cities and the County. At the discretion of the member agency, funds may be used to cover the costs of recycling and other waste diversion programs. Projected revenue is \$154,001.26

Table Bluff Landfill

is a closed landfill owned by the County of Humboldt and located south of Eureka. The County is responsible for closure related maintenance and associated activities. Projected revenue is \$59,200.

The Local Enforcement Agency (LEA)

provides local enforcement activity on behalf of regulations set by CalRecycle are passed directly to the County Environmental Health Department.

Edible Food Recovery-Proposed

The County of Humboldt is currently undertaking a Request for Proposal process for Edible Food Recovery Program Management. The selected proposer will begin to lay the ground work for developing an in county ecosystem of Edible Food Recovery, and make recommendations on potential infrastructure needed to accomplish certain SB 1383 requirements. This Countywide Program fee will have an initial funding of \$30,000 dollars that will be passed through to the County of Humboldt to offset or mitigate costs related to infrastructure purchases within member agencies.

Section 11: FY 2023-24 AB 939 Allocation

Proposed AB 939 Payment Schedule FY 2023-2024

Entity	Total Due	Retained by HWMA	Quarterly Payment	Ratio
Arcata	22,646.81		5,661.70	14.71%
Blue Lake	7,037.86		1,759.46	4.57%
Eureka	35,712.89	8,000.00	8,928.22	23.19%
Ferndale	7,114.86		1,778.71	4.62%
Rio Dell	8,901.27	5,000.00	2,225.32	5.78%
Unincorporated Areas	72,580.79	72,580.79	18,145.20	47.13%
Total	154,001.26	85,580.79	38,437.50	100.00%

History of Payments to Members

Entity	FY 20-21	Fy 21-22	Fy 22-23	Fy 23-24
Arcata	22,646.81	22,646.81	22,646.81	22,646.81
Blue Lake	7,038.45	7,038.45	7,038.45	7,037.86
Eureka	35,714.17	35,714.17	35,714.17	35,712.89
Ferndale	7,119.87	7,119.87	7,119.87	7,114.86
Rio Dell	8,900.87	8,900.87	8,900.87	8,901.27
Unincorporated Areas	72,581.09	72,581.09	72,581.09	72,580.79
Retained by HWMA	87,581.09	87,581.09	87,581.09	85,580.79
Total	154,001.26	154,001.26	154,001.26	154,001.26

Section 12: HWMA Hours of Operations

Hawthorne Street Transfer Station& Eureka Recycling Center

<u>Tip Floor & Recycling Center</u>	Hours
Self-Haul	Monday – Friday 8 am to 4 pm
	Saturday 9 am to 4 pm
	Sunday 10 am to 4 pm
Franchise	Monday – Sunday 7 am to 5 pm

<u>Cummings Road Landfill</u>	
Landfill Office	Monday – Friday 7:30 am to 3pm

All HWMA Facilities will be closed for the following Holidays:

Memorial	Day Monday – May 29, 2023
Independence Day	Tuesday - July 4, 2023
Labor Day	Monday - September 4, 2023
Thanksgiving	Thursday - November 23, 2023
<i>Christmas Eve close at 2pm</i>	<i>Sunday - December 24, 2023</i>
Christmas	Monday - December 25, 2023
<i>New Year's Eve close at 2pm</i>	<i>Sunday - December 31, 2023</i>
New Year's Day	Monday – January 1, 2024
Easter Sunday Monday	Sunday - March 31, 2024

Attachment A: HWMA Capital Improvement Plan Fiscal Years 2023-2028



**Humboldt Waste Management Authority
Capital Improvement Plan
for
Fiscal Years 2023-2028**

May 11, 2023

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Section 1: Overview

Introduction

The Humboldt Waste Management Authority (“Authority”) is comprised of six member agencies, including the cities of Arcata, Blue Lake, Eureka, Ferndale, and Rio Dell, and the County of Humboldt. The Authority operates and maintains five facilities:

- 1) Hawthorne Street Transfer Station, located at 1059 West Hawthorne Street which includes the Hazardous Waste Facility (HHW), Eureka Organics Processing Center and the Authority’s Business Office and the Solid Waste Tipping Floor.
- 2) Cummings Road Landfill (“Landfill”)
- 3) 413-acres of forest properties surrounding the Landfill
- 4) Property and building located at 949 West Hawthorne Street; this property is leased to Recology of Humboldt.
- 5) An unimproved 7-acre parcel located to the north of the Hawthorne Street Transfer Station.

A Capital Improvement Plan (CIP) is a planning and fiscal management tool used to assist in the coordination, timing and financing of capital improvements for Authority Divisions over a multi-year period. Capital improvements refer to major, non-reoccurring physical expenditures such as land, building, infrastructure and equipment. For purposes of this initial CIP, staff identified those projects with an estimated \$25,000 and greater costs. The CIP is a working document, and will be reviewed, updated and approved annually by the HWMA board of Directors during the fiscal year budget process.

Purpose

The CIP is intended to:

- Initiate the timely repair and replacement of aging infrastructure, rolling stock and allow acquisition planning for other items as needed.
- Enable Board and public discussion of Authority infrastructure needs, Board approved priorities and Strategic Plan implementation.
- Identify the most economical means of financing capital improvements, with the goal of avoiding sharp increases to the Authority’s Waste Management Fee.
- Balance necessary improvements with the Authority’s financial resources.

Funding Sources

The Authority’s operating budget consists of those normal ongoing operating costs incurred to operate and maintain the functions of the Authority, including wages, materials, utilities, professional and outside services, and other such operating expenses. The operating budget, and non-operating costs associated with reserve funds, asset depreciation, and other non-operating expenses, are funded almost entirely through ratepayer revenues collected per-ton on solid waste collected through franchise agreements with the Authority’s member agencies, and through fees assessed at the Transfer Station and the Authority’s satellite contractors at Humboldt Sanitation and Recology Eel River.

Funding for CIP projects is generally expected to come from the HWMA Board established Capital Improvement Fund, a designated fund, that is expected to receive Board appropriated funds identified during the annual budget review and approval process. The goal of the Capital Improvement Fund (CIF) is to assist with minimizing impacts to the Authority's Waste Management Fees when significant expenditures are necessary for property acquisition, replacement of rolling stock or other infrastructure related process. Additionally, the Authority may pursue grant funding or other long-term debt to implement Board approved projects.

Staff projects approximately 80,000 tons of solid waste to be collected annually for the implementation of the Board's directives and the annual operating and non-operating budget; funds in excess of the needs for operating costs are often directed to the various reserve funds established by the Board of Directors – notably, the Capital Improvement Fund. This fund is used for the direct purchase, or long-term financing, of all capital asset improvements given final approval by the Board for purchase.

The Authority utilizes additional funding resources, such as grant funding from State programs, where available and appropriate.

Project Planning Process

The Executive Director, in concert with Division Directors, will identify a list of projects and improvements required for each division of the Authority. These projects generally include repairs, replacement and improvements to facility and buildings, or equipment necessary to perform solid waste collection, diversion, or recycling. All projects identified are expected to adhere to the Board's finance policy designating a project as a capital improvement - those projects with an estimated cost of \$25,000 and greater, with an anticipated lifespan of no less than 2-5 years.

The Executive Director and Division Directors will evaluate and provide recommendations to determine the best schedule to complete the proposed list of projects, within the bounds of fund availability in the Capital Improvement Fund, whether as the Fund currently stands or through the annual budget process. The Directors consider future spending needs for the operating budget, trends in waste tonnage, hauling and transportation costs, and the overall impact these items have on the integrated waste management tipping fees, from pass-through and base fees through to facility management costs for the Transfer Station.

Board Review and Implementation Timeline

Each year, staff will review and update the list and chart of projects and the planning timeline. This timeline is then presented to the Board during the annual budget to inform the adjustments requested from staff for the Capital Improvement Fund.

This annual approval of the CIP does not commit the Authority to a definitive course of action; rather, as a planning document, it provides the guidance through which the Capital Improvement Fund is managed for future projects, which will be presented to the Board as the planning phase of each project begins.

Once a project is ready to be initiated, the Board will receive the appropriate project documents – a Request for Proposals, construction bid documents, and/or loan/lease agreements – presented to them in open session of a meeting of the Board of Directors for direct approval and initiation of the project.

Expenditures for the approved project(s) will be withdrawn from the Capital Improvement Fund in accordance with the required outlay for those expenditures.

Methodology

Establish a planning committee

An internal committee comprised of the Executive Director and all Division Directors are responsible for necessary project identification, planning and the projected funding level for the project.

Define capital projects or purchases

Each Director will draft a list of capital projects and/or major purchases proposed to be included in the CIP. These projects generally included repairs, replacement and improvements to facility and buildings, or equipment. Projects less than \$25,000 will be included as annual capital costs.

Calculate estimated costs for each project

Each project is assigned a projected cost and expected year of implementation. Projects requiring engineering, permitting, staffing or other associated costs will have the total cost refined as information becomes available.

Evaluate capital assets

Capital assets are the funds such as annual budgeting, capital reserve funds, grants and long-term debt that HWMA could pursue for replacement, renovations or other improvement projects listed in the plan.

Forecast funding needs

Determine the timeline in which funding will be retained in the Capital Improvement Fund for each designated project.

Finalize project

Once a project is finalized internally it will be assigned a project code which corresponds with the Fiscal Year proposed for purchase. (Example: 2024.01).

Items that have been approved by the board in prior years will be noted as approved on the project list and project description. Newly proposed projects will be marked as such. Projects that are proposed to be removed will be included with reasoning for the proposed removal.

Section 2: Project List

Humboldt Waste Management Authority Capital Improvement Projects 2023-2028 (FY)

<u>Project Code</u>	<u>Division</u>	<u>Project Name</u>	<u>Anticipated Purchase Fiscal Year</u>	<u>Estimated Cost</u>	<u>Procurement Method</u>	<u>Proposed or Approved</u>
2023.01	SW	Franchise Wheel Loader	22/23	\$ 653,149.90	Lease	Approved (CIP 2021-2025)
2024.01	AD	Security System Upgrade	23/24	\$ 54,000.00	Purchase	Approved (CIP 2021-2025)
2024.02	SW	Pit Scale Replacement	23/24	\$ 95,000.00	Purchase	Approved (CIP 2021-2025)
2024.03	LF	Blower Replacement	23/24	\$ 66,000.00	Purchase	Approved (CIP 2021-2025)
2024.04	LF	Office Remodel	23/24	\$ 110,000.00	Purchase	Approved (CIP 2021-2025)
2025.01	LF	Tractor & Mower with attachments	24/25	\$ 61,000.00	Purchase	Approved (CIP 2021-2025)
2025.02	LF	Flare Heat Shields	24/25	\$ 140,000.00	Purchase	Approved (CIP 2021-2025)
2026.01	LF	Mini Excavator Replacement	25/26	\$ 200,000.00	Lease	Approved (CIP 2021-2025)
2027.01	SW	Self Haul Wheel Loader	26/27	\$ 340,000.00	Lease	Proposed
2028.01	SW	Excavator	27/28	\$ 335,000.00	Lease	Proposed
2028.02	OF	Organics Wheel Loader	27/28	\$ 340,000.00	Lease	Proposed

Projects to be Removed

<u>Project Code</u>	<u>Division</u>	<u>Project Name</u>	<u>Anticipated Purchase Fiscal Year</u>	<u>Estimated Cost</u>	<u>Reason</u>
2021.01	AD	Replace Heacy Duty Pickup	22/23	\$ 30,000.00	Staff Recommendation
2021.08	AD	Scalehouse Remodel	22/23	\$ 30,000.00	Staff Recommendation
2021.13	LF	Backhoe Replacment	23/24	\$ 140,000.00	Staff Recommendation

Section 3: Estimated Project Funding Timeline

Humboldt Waste Management Authority Capital Improvement Projects 2023-2028 (FY) Projected Funding Timeline

Project Code	Division	Project Name	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30	FY30/31	FY31/32
2023.01	SW	Franchise Wheel Loader	\$ 146,045	\$ 146,045	\$ 146,045	\$ 146,045	\$ 146,045				
2024.01	AD	Security System Upgrade	\$ 54,000								
2024.02	SW	Pit Scale Replacement	\$ 95,000								
2024.03	LF	Blower Replacement	\$ 66,000								
2024.04	LF	Office Remodel	\$ 110,000								
2025.01	LF	Tractor & Attachments		\$ 61,000							
2025.02	LF	Flare Heat Shields	\$ 70,000	\$ 70,000							
2026.01	LF	Mini Excavator Replacement		\$ 43,000	\$ 43,000	\$ 43,000	\$ 43,000	\$ 43,000			
2027.01	SW	Self Haul Wheel Loader		\$ 52,214	\$ 52,214	\$ 52,214	\$ 52,214	\$ 52,214	\$ 52,214	\$ 52,214	
2028.01	SW	Excavator		\$ 84,925	\$ 84,925	\$ 84,925	\$ 84,925	\$ 84,925	\$ 84,925	\$ 84,925	\$ 84,925
2028.02	OF	Organics Wheel Loader			\$ 52,214	\$ 52,214	\$ 52,214	\$ 52,214	\$ 52,214	\$ 52,214	\$ 52,214

Year to Acquire

Section 4: Detail of Projects

Franchise Wheel Loader - Solid Waste (2023.01)

Estimated Year to Acquire:

Fiscal Year 2022-2023/24

Recommended Procurement Method:

5 Year Lease

Description:

Tip floor staff utilize a variety of heavy equipment in the daily management of solid waste; the current 950 Loader is a mainstay of day-to-day operations, managing franchise and automated dump loads of solid waste for ease of loading into semi-truck trailers bound for Dry Creek Landfill. This equipment primarily ensures the main tip floor area stays clear of obstruction and that the solid waste pile is further condensed and available for loading by excavator operators.

Justification for Acquisition:

The current franchise wheel loader was recently purchased and is operating with minimal issue. It is scheduled for regular replacement in Fiscal Year 2025-2026, and will require initial planning and bidding at the end of Fiscal Year 2024-2025. Ongoing replacement and upgrade of Authority equipment is anticipated at each purchase date in order to maintain standard operations without significantly impacting future solid waste tipping fees.

Recommended Useful Life:

Five to seven years

Acquisition and Funding Schedule

Fiscal Year	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28
Funding Needed	\$ 146,045	\$ 146,045	\$ 146,045	\$ 146,045	\$ 140,427
Year to Acquire					
Funding Window Start					

Security System Upgrade - Admin (2024.01)

Estimated Year to Acquire:

Fiscal Year 2023-2024

Recommended Procurement Method:

Purchase

Description of Project:

The Authority utilizes a series of closed-circuit (CC) cameras and motion/perimeter sensors to secure its facilities. Video from break-ins and other incidents throughout the facility are used by the management team to assess issues, corroborate reports with local law enforcement, and assist personnel in quickly identifying vehicles for input into the Authority's solid waste management system at entry to the facility.

Justification for Acquisition:

The current security and CCTV system installed at the Transfer Station has well outlived its useful life. The original installer has long since merged with the Authority's current security provider, Advanced Security, and much of the institutional knowledge of the working of the system has been lost through years of turnover. As such, several systems are regularly failing and require either extensive maintenance or removal, reducing the effectiveness of the current system greatly. Additionally, the video and sensor systems are managed separately, and an upgrade that unifies these under one system will reduce upkeep and maintenance costs in the future and simply management by on-site employees.

Useful Life:

Seven to ten years; potential for upgrades and maintenance to extend useful life.

Acquisition and Funding Schedule

Fiscal Year	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28
Funding Needed	\$ 54,000				
Year to Acquire					
Funding Window Start					

Pit Scale Replacement - Solid Waste (2024.02)

Estimated Year to Acquire:

Fiscal Year 2023-2024.

Recommended Procurement Method:

Purchase.

Description of Project:

The Transfer Station pit scale is used to guide tip floor staff in the efficient loading of outbound trailers of solid waste to the Authority's transportation and disposal provider, Dry Creek Landfill. This scale uses a three-zone system that allows staff to achieve maximum tonnage for each load without creating overload issues on highway routes, optimizing cost-effectiveness while achieving average load size requirements outline in the transportation and disposal contract with DCL.

Justification for Acquisition:

The Transfer Station pit scale is significantly outdated, so much so that any functional paperwork on the equipment has been lost. Repairs and maintenance on the current scale are hindered by a lack of institutional experience working with the device, and the Authority's scale maintenance contractors have little to no ability to provide anything other than basic upkeep.

Useful Life:

Ten years or more.

Acquisition and Funding Schedule

Fiscal Year	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28
Funding Needed	\$ 95,000				
Year to Acquire					
Funding Window Start					

Flare Blower Replacement - Landfill (2024.03)

Estimated Year to Acquire:

Fiscal Year 2023-2024.

Recommended Procurement Method:

Purchase.

Description of Project:

The Cummings Road Landfill (CRL) installed a gas flare system in 1998 to manage the methane generated by the waste materials. The system was designed to incorporate three blowers to support flare operations. One blower is used to support the daily operation of the flare, while the other two remained offline as a backup or under repair. CRL staff cycle each blower in and out of service as described in the operations plan or at the direction of a flare engineer. The blowers have been refurbished and serviced over the last 22 years to extend the life of the units.

Justification for Acquisition:

The gas generated by the landfill waste materials has gradually decreased since the flare was originally installed. This decrease of gas production reached a critical point of flare operations in 2020 to the point which staff could no longer operate the flare 24 hours a day, 7 days a week. The flare has undergone slight modifications to account for the decrease in gas production while still supporting the minimum requirements to function within system and permitted requirements.

In July of 2020 CRL called upon the flare engineer to support troubleshooting the system in order to establish an intermittent operating schedule. It was determined the current and future needs of the flare system would need an upgrade to the blower system. The recommendation was to install a blower that could operate in tandem with a variable frequency drive (VFD). The current blowers are not capable of supporting a VFD and cannot be mechanically adjusted to meet current and future flare needs. This type of configuration can automatically adjust the flow to account for fluctuations in gas production as well as enabling the flare to continue operating within system and permitted requirements.

Useful Life:

Five to seven years

Acquisition and Funding Schedule

Fiscal Year	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28
Funding Needed	\$ 66,000				
Year to Acquire					
Funding Window Start					

Office Remodel – Landfill (2024.04)

Estimated Year to Acquire:

Fiscal Year 2023-2024

Recommended Procurement Method:

Purchase.

Description of Project:

The Cummings Road Landfill maintains a staff of two, which requires a workspace for general office duties, uniform storage, and break and lunch areas. General staff, consultant, and engineer meetings are also often conducted in the same space, especially during the winter season. The current office is a severely outdated trailer facing general degradation over a significant amount of time in service.

Justification for Acquisition:

As part of regular maintenance of Authority assets, upgrades to the Landfill office have been delayed for several reasons, including closure planning, long-term needs assessment, and funding issues. Additional concerns related to location of the new office have raised concerns of increased costs for permitting and environmental considerations. Recent review of the facility, the needs of the office space, and management of the Authority’s archives have provided for an opportunity to build an add-on to the interior of the Landfill shop space to allow for a full office and break space that will endure longer and provide greater benefit throughout the life of post-closure at the Landfill, and this work can be performed under the initial project cost estimates from previous years without impacting Capital Improvement Funds.

Useful Life:

Twenty years.

Acquisition and Funding Schedule

Fiscal Year	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28
Funding Needed	\$ 110,000				
Year to Acquire					
Funding Window					

Tractor & Attachments - Landfill (2025.01)

Estimated Year to Acquire:

Fiscal Year 2024-2025.

Recommended Procurement Method:

Purchase.

Description of Project:

Cummings Road Landfill staff utilize a tractor with a tow-behind mower attachment for permit required vegetation maintenance. The current tractor provides only vegetation maintenance capabilities, whereas the proposed improvements would utilize a series of attachments to provide staff the capability to perform more repairs and maintenance projects at remote locations, where the current backhoe and mini-excavator cannot reach. The proposed equipment further improves personnel safety and operating conditions, due to better placement of the mower attachment and significant reduction of dust and debris kicked up during operation.

Justification for Acquisition:

The current mower is significantly outdated and scheduled for replacement as part of ongoing improvements to the Authority's asset profile. Landfill staff have been utilizing multiple pieces of equipment for projects that could be more efficiently managed with the upgraded tractor, and general quality of life improvements would greatly increase productivity of landfill maintenance duties.

Useful Life:

Five to seven years.

Acquisition and Funding Schedule

Fiscal Year	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28
Funding Needed		\$ 61,000			
Year to Acquire					
Funding Window					

Flare Hear Shields - Landfill (2025.02)

Estimated Year to Acquire:

Fiscal Year 2024-2025.

Recommended Procurement Method:

Purchase.

Description of Project:

The methane gas flare at the Cummings Road Landfill contains heat shields which protect the flare “stack” from constant heat exposure due to the methane burning process. The combustion of the gas inside the stack typically ranges between 1400 to 2000 degrees Fahrenheit. The exposure to the elements as well as these extremely hot temperatures slowly breaks down the insulation over time which eventually requires them to be replaced.

Justification for Acquisition:

Regular update and maintenance of the components of the flare reduce the likelihood that the flare itself will require replacement at any time during the post-closure maintenance period. These updates significantly reduce the cost and time of ongoing maintenance as well, and ensure that primary operations at the landfill continue uninterrupted. The heat shields are currently showing signs of wear and if not replaced will increase the potential for compromising the structural integrity of the stack.

Useful Life:

Ten to twenty years; long-term health of the flare stack will greatly increase overall value of the life of these heat shields. The longevity of the heat shields is in direct correlation with operation of the flare and environmental conditions. The heat shields are designed to remain dry and free of excessive moisture. Current operations of the flare are projected to occur intermittently for the foreseeable future. Therefore, during the rainy season, the heat shields will be routinely exposed to precipitation without the flare being in operation to keep the shields dry. This will likely result in a decrease in the overall lifespan of the heat shields. Routine monitoring of the heat shields will be done to ensure any issues are identified early enough to prevent any damage to the stack.

Acquisition and Funding Schedule

Fiscal Year	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28
Funding Needed	\$ 70,000	\$ 70,000			
Year to Acquire					
Funding Window					

Mini-Excavator Replacement - Landfill (2026.01)

Estimated Year to Acquire:

Fiscal Year 2024-2025.

Recommended Procurement Method:

5 Year Lease.

Description of Project:

Cummings Road Landfill staff utilize a small-scale excavator for a variety of earth moving projects related to ongoing post-closure maintenance of the landfill. Much of this maintenance is performed by staff to ensure that methane and leachate systems are operating at maximum efficiency, and that line repairs and other damage to the landfill can be affected quickly, minimizing overall downtime and lasting damage to the landfill itself.

Justification for Acquisition:

The current mini excavator is outdated and overdue for replacement; as part of ongoing efforts to maintain an equipment fleet that can be easily maintained and reduces long-term issues related to emergency breakdowns, staff is recommending replacement to initiate an ongoing capital improvement plan for landfill assets in future years. Additionally, California offroad fleet emissions requirements have changed significantly since this equipment was originally purchased, and the current mini excavator will no longer comply with these new standards.

Useful Life:

Five to seven years.

Acquisition and Funding Schedule

Fiscal Year	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29
Funding Needed		\$ 43,000	\$ 43,000	\$ 43,000	\$ 43,000	\$ 43,000
Year to Acquire						
Funding Window						

Self-Haul Wheel Loader – Solid Waste (2027.01)

Estimated Year to Acquire:

Fiscal Year 2026-2027

Recommended Procurement Method:

5 Year Lease.

Description of Project:

Tip floor staff utilize a variety of heavy equipment in the daily management of solid waste; the current John Deer 344 Loader is a mainstay of day-to-day operations, managing franchise and automated dump loads of solid waste for ease of loading into semi-truck trailers bound for Dry Creek Landfill. This equipment primarily ensures the main tip floor area stays clear of obstruction and that the solid waste pile is further condensed and available for loading by excavator operators.

Justification for Acquisition:

Scheduled Replacement of current in use equipment.

Useful Life:

Seven years.

Acquisition and Funding Schedule

Fiscal Year	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30	FY30/31
Funding Needed	\$ 52,214	\$ 52,214	\$ 52,214	\$ 52,214	\$ 52,214	\$ 52,214	\$ 52,214
Fiscal Year to Acquire							
Funding Window							

Excavator – Solid Waste (2028.01)

Estimated Year to Acquire:

Fiscal Year 2027-2028

Recommended Procurement Method:

5 Year Lease.

Description of Project:

Tip floor staff utilize a variety of heavy equipment in the daily management of solid waste; the current excavator is the primary method of loading solid waste and mixed recycling into shipping trailers, for deliver to Dry Creek Landfill (solid waste) and Recology’s Samoa facility (mixed recycling).

Justification for Acquisition:

Scheduled Replacement of current in use equipment. This machine will become the secondary loading excavator, and be used regularly for the loading of green waste material. The primary excavator is replaced regularly due to its high level of importance in solid waste management and the efficient and timely loading of solid waste trailers.

Useful Life:

5 years

Acquisition and Funding Schedule

Fiscal Year	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30	FY30/31	FY30/32
Funding Needed	\$ 84,925	\$ 84,925	\$ 84,925	\$ 84,925	\$ 84,925	\$ 84,925	\$ 84,925	\$ 84,925
Year to Acquire								
Funding Window								

Wheel Loader - Organics (2028.02)

Estimated Year to Acquire:

Fiscal Year 2027-2028

Recommended Procurement Method:

5 Year Lease.

Description of Project:

HWMA staff anticipates the use of various heavy equipment to accept and process organics material at the planned organics processing facility. The main equipment planned for use is a small class wheel loader that will aid in transferring material throughout the facility.

Justification for Acquisition:

In the early stages of the Organics processing facility, older equipment that has been phased out of use from the solid waste division will be utilized in the day-to-day operations, but replacement of that with dedicated equipment solely for the organics processing division is recommended.

Useful Life:

Seven years.

Acquisition and Funding Schedule

Fiscal Year	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30	FY30/31	FY30/32
Funding Needed		\$ 52,214	\$ 52,214	\$ 52,214	\$ 52,214	\$ 52,214	\$ 52,214	\$ 52,214
Fiscal Year to Acquire								
Funding Window								

Section 5: Projects To Be Removed:

Replace Heavy Duty Pickup - Admin (2021.01)

Reason For Recommendation:

The original estimated cost for replacement of this vehicle was not to exceed \$30,000. In the current landscape of car market values this amount falls woefully short of funds needed to replace the current heavy-duty truck utilized at the Transfer Station. Additionally, the purchase of this vehicle and a replacement for the Landfill were approved for purchase at the November 12, 2020 board meeting. Due to supply chain issues related to the Covid-19 pandemic vehicles could not be sourced until late 2022, when the Authority received one vehicle. To date HWMA has not received the remaining ordered vehicle and the price included in the bid can no longer be honored by the manufacturer. Staff recommends removing this project and will access the need and funding level for this project in the future.

Scalehouse Remodel – Admin (2021.08)

Reason For Recommendation:

The original estimated cost for the scale house remodel was not to exceed \$30,000 and has been delayed several times. At this point staff is unclear what the original scope and intent of the project entailed. Staff recommends removing this project will access the need and funding level for this project in the future.

Backhoe Replacement – Landfill (2021.13)

Reason For Recommendation:

Staff has reassessed the need for this item and believes the duties originally envisioned for this equipment can be better served through the planned acquisition of the Tractor & Attachments – Landfill (2025.01).