

NOTICE & AGENDA



Regular Meeting of the Board of Directors

October 20, 2023, 9:00 a.m.

In-Person: 14201 Del Monte Blvd, Salinas CA 93908 - Bales Board Room

Virtually: <https://us02web.zoom.us/j/88285225508>

Meeting ID: **882 8522 5508**

Board Members will be attending this meeting In-Person: Bales Board Room (or otherwise virtually via applicable teleconferencing provisions set forth in the Brown Act). The public may attend this meeting under either option of a hybrid format: in-person, as noted above, or virtually.

Please see the meeting information notice at the end of this agenda for more details.

Call to Order at 9:00 a.m.

Just Cause Notifications and Emergency Circumstance Requests (AB 2449)

Roll Call & Establishment of Quorum

Chair: Jason Campbell, City of Seaside

Vice Chair: Kim Shirley, City of Del Rey Oaks

Directors: Leo Laska, Pebble Beach Community Services District
Bruce Delgado, City of Marina
Jerry Blackwelder, City of Sand City
Wendy Root Askew, County of Monterey
Bill Peake, City of Pacific Grove
Kim Barber, City of Monterey
Karen Ferlito, City of Carmel-by-the-Sea

Pledge of Allegiance

Public Communications

Anyone wishing to address the Board on matters not appearing on the agenda may do so now. Please limit comments to a maximum of three (3) minutes. The public may comment on any other matter listed on the agenda at the time the matter is being considered by the Board. For information about submitting public comments in writing in advance of the meeting, please see the Meeting Information section of this agenda.

Consent

These matters include routine financial and administrative actions, which are usually approved by a single majority vote. Individual items may be removed from consent for discussion and action.

Physical Address

14201 Del Monte Blvd.
Salinas, CA 93908

Mailing Address

P.O. Box 1670
Marina, CA 93933

Phone / Fax

831-384-5313 PHONE
831-384-3567 FAX

Web / Social

ReGenMonterey.org
@ReGenMonterey

Let's not waste this.



1. Approve Minutes of September 22, 2023 Regular Board Meeting.
2. Approve Report of Disbursements, and Board & Employee Reimbursements for September 2023.
3. Approve 2024 Board Meeting Calendar.
4. Approve the Addition of New Classification and Pay Schedule for the Associate Engineer Position.
5. Authorize the General Manger to Execute Agreement with Waste Management for Single Stream Recycling.
6. Receive Module 7 Phase – Project Update

Recognition/Presentations

7. Presentation of Service Award to Director Campbell for over 5 Years of Service
8. Presentation of Service Award to Director Blackwelder for over 5 Years of Service

Discussion/Action

9. Approve Limited Term Pilot Study Agreement with Loci Control, Inc. of Wareham, MA. for Automated Control of LFG Collection Wells not to exceed a cost of \$110,000.
Recommendation: Authorize the General Manager to execute a limited term Pilot Study Agreement with Loci Control, Inc. of Wareham, MA. for Automated Control of LFG Collection Wells not to exceed a cost of \$110,000 subject to District Legal Counsel's Concurrence
10. Approve Revised Compensation in the Form of Salary or Benefits Furnished to the General Manager.

Staff Reports

11. Review Finance, Operating, and Recycling Reports.
12. Report on Technical Advisory Committee (TAC) and SB 1383 – September 13 Meeting.

Other Correspondence

General Manager Communications

Board Communications

13. Appoint Ad-hoc Nomination Committee to Consider Board Chair and Vice Chair Appointments

Closed Session

As permitted by Government Code Section 54956 et seq., the Board may adjourn to a closed session to consider specific matters dealing with litigation, certain personnel matters, real



property negotiations or to confer with the ReGen Monterey's Meyers-Milias-Brown Act representative.

- 1) Conference with Labor Negotiators (Govt. Code §54957.6).
District Representatives: Members or the Board of Directors
Unrepresented Employee: General Manager

Return to Open Session

Please note: A report out and announcement concerning the closed session will be provided which may include the matter of the compensation furnished to the General Manager (Govt. Code §54953(c)(3)). Anyone requesting a report out of closed session items may contact the board clerk."

Adjournment

Next Meeting Date: November 17, 2023

MEETING INFORMATION

Virtual & Regular Meeting Notice: The meeting will be held (1) as a regular in-person meeting and (2) virtually via Zoom.

To join the Zoom webinar: Click on this link: <https://us02web.zoom.us/j/88285225508> copy/paste the link into your browser or type the link into your browser. If your computer does not have audio, you will also need to join the meeting via phone. To participate via phone, please call: 1-669-900-9128; **Meeting ID: 882 8522 5508**

Public Comments: If you are unable to participate virtually or via telephone, you may also submit your comments by e-mailing the board clerk at IGonzales@ReGenMonterey.org with one of the following subject lines "Public Comment Item #" (insert the item number relevant to your comment) or "Public Comment - Non Agenda Item". Comments must be received by 4 p.m. on the day prior to the scheduled meeting. All submitted comments will be provided to the Board and may be read into the record or compiled as part of the record.

Posting Information

This agenda was posted at the ReGen Monterey administrative offices at 14201 Del Monte Blvd, Salinas, CA, 93908. The agenda, including staff reports and additional information regarding these items, are available on our website at ReGenMonterey.org and our administrative office during regular business hours (additional fee may apply for copying).

This agenda is subject to revision and may be amended prior to the scheduled meeting. If amended, a final agenda will be reposted.

Accessibility

All meetings are open to the public. ReGen Monterey does not discriminate against persons with disabilities and the boardroom is wheelchair accessible. In compliance with the Americans Disabilities Act, if you need special assistance to participate, please contact Board Clerk, Ida Gonzales at 831-384-5313 or email IGonzales@ReGenMonterey.org. Notification 48 hours prior to the meeting will enable us to make reasonable arrangements to ensure accessibility to this meeting. Later requests will be accommodated to the extent feasible. Recordings of meetings can be provided upon request.

MINUTES



Draft Regular Meeting of the Board of Directors September 22, 2023

Board Members Present

Vice Chair: Kim Shirley, City of Del Rey Oaks

Directors: Leo Laska, Pebble Beach Community Services District
Bruce Delgado, City of Marina
Jerry Blackwelder, City of Sand City
Wendy Root Askew, County of Monterey
Karen Ferlito, City of Carmel-by-the-Sea
Kim Barber, City of Monterey

Absent: Chair: Jason Campbell, City of Seaside
Director: Bill Peake, City of Pacific Grove

Staff Members Present: Rob Wellington, Legal Counsel
Guy Petraborg, Director of Engineering & Compliance
Helen Rodriguez, Director of Finance & Administration
Berta Torres, Director of Human Resources
David Ramirez, Senior Engineer
Garth Gregson, Accounting Manager
Kristin O'Hara, Communications and Public Education Manager
Ida Gonzales, Executive Assistant/Board Clerk
Rosemary Perez, Accounting Technician
Ana Quiroz, Administrative Support Specialist II
Jessica Dakis, Human Resources Technician
Fatima Ochoa, Human Resources Coordinator

Call to Order at 9:00 a.m.

Just Case Notifications and Emergency Circumstance Request (AB 2449)

There were no Just Case or Emergency Circumstances Requests.

Roll Call & Establishment of Quorum

Notice duly given and presence of a quorum established, the September 22, 2023 Regular Meeting of the Monterey Regional Waste Management District dba ReGen Monterey Board of Directors was called to order by Vice Chair Shirley at 9:00 a.m.

Pledge of Allegiance

Public Communications

Anyone wishing to address the Board on matters not appearing on the agenda may do so now. Please limit comments to a maximum of three (3) minutes. The public may comment on any other matter listed on the agenda at the time the matter is being considered by the Board. For information

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Let's not waste this.



about submitting public comments in writing in advance of the meeting, please see the Meeting Information section of this agenda.

Consent

These matters include routine financial and administrative actions, which are usually approved by a single majority vote. Individual items may be removed from consent for discussion and action.

- 1. Approve Minutes of July 23, 2023 Regular Board Meeting.**
- 2. Approve Minutes of September 6, 2023 Special Board Meeting**
- 3. Approve Report of Disbursements, and Board & Employee Reimbursements for July and August 2023.**
- 4. Receive Draft Minutes of September 6, 2023 Finance Committee**
- 5. Receive Draft Minutes of September 6, 2023 Personnel Committee**
- 6. Approve Resolution 2023-09 Approving the Bank Designated Signers**
- 7. Approve Paint Care Reuse Container Agreement Amendment**
- 7a. Ratify Resolution 2023-08 Authorizing ReGen Monterey to Apply for the CalRecycle FY2023-2024 (Cycle 41) Household Hazardous Waste Grant Program – Small Projects Grant.**

It was moved by Vice Chair Laska and seconded by Director Delgado To: Approve the consent agenda items.

The Motion was passed by the following vote:

<i>Director Askew: Yes</i>	<i>Director Delgado: Yes</i>	<i>Director Peake: Absent</i>
<i>Director Barber: Yes</i>	<i>Director Ferlito: Yes</i>	<i>Vice Chair Shirley: Yes</i>
<i>Director Blackwelder: Yes</i>	<i>Director Laska: Yes</i>	<i>Chair Campbell: Absent</i>

There were no public comments.

Recognition/Presentations

8. Recognition of 25 Years of Service for Froylan Hernandez, Sorter II.

Baldo Trujillo, Materials Recovery Supervisor and the Board of Directors thanked Froylan Hernandez for his 25 years of service to ReGen Monterey.

9. Recognition of 30 Years of Service for Baldo Trujillo, Materials Recovery Facility Supervisor.

Jay Ramos, Director of Operations presented Baldo Trujillo with his 30 years of service award and thanked him for his service to ReGen Monterey.



10. Recognition of 30 Years of Service for Martin Renteria, Heavy Equipment Technician II.

Victor Aguilon, Shop Supervisor congratulated and presented Martin Renteria with his 30-year service award.

11. Presentation on Public Education Social Media Outreach

Eric Palmer, Public Education and Outreach Coordinator provided a presentation on ReGen Monterey's social media program.

Discussion/Action

12. Safety Presentation for Fiscal Year 2022/23

Loreana Medina, Safety Manager presented on the Safety results for Fiscal Year 2022/23. The presentation reviewed ReGen Monterey's safety program, safety training system, and future action plans.

13. Report on Employee Survey Results

Berta Torres, Director of Human Resources, provided a presentation on the results of the Employee Survey. Board discussion and questions followed regarding the results of the survey.

Staff Reports

14. Review Finance, Operating, and Recycling Reports

Garth Gregson, Finance Manager provided a report on ReGen Monterey Finances.

15. Report on Technical Advisory Committee (TAC) and SB 1383

Zoe Shoats, Director of Communications and Public Education provided a summary of the TAC report provided in the Board packet.

Other Correspondence

General Manager Communications

Helen Rodriguez, Director of Finance and Administration provided the Board with the General Managers comments.

Board Communications

Closed Session

There were no Public Comments on Closed Session. The Board went into Closed Session at 11:55 a.m.

As permitted by Government Code Section 54956 et seq., the Board may adjourn to a closed session to consider specific matters dealing with litigation, certain personnel matters, real property negotiations or to confer with the ReGen Monterey's Meyers-Milias-Brown Act representative.



- 1) Conference with Property Negotiators:
Property: Acreage Leased to Keith Day Company
ReGen Monterey Negotiators: Felipe Melchor, Guy Petraborg, Jay Ramos, Helen Rodriguez and Zoe Shoats
Under Negotiation: All Terms including Permits

- 2) Conference with Labor Negotiators (Govt. Code §54957.6).
District Representatives: Members or the Board of Directors
Unrepresented Employee: General Manager

Return to Open Session

The Board came back into open session at 1:10 p.m., and Legal Counsel announced that in the closed session, as listed on the agenda, the matter was discussed by the Board, and no reportable action was taken.

Adjournment

There being no further business to come before the Board at this time, the September 22, 2023 Regular Meeting of the Monterey Regional Waste Management District Board of Directors was adjourned by Vice Chair Shirley at 1:12 p.m.

RECORDED BY:

Ida Gonzales
Executive Assistant/ Board Clerk

AUTHENTICATED BY:

Felipe Melchor
General Manager/Secretary

MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT
Employee Credit Card Activity
September 2023

Purpose	Amount
CONFERENCES/MEETINGS	2,305.59
MEMBERSHIPS/SUBSCRIPTIONS	350.98
TRAVEL EXPENSE	4,602.20
OFFICE SUPPLIES	6,799.01
INFO SYS SUPPLIES/SERVICES	45.00
EE RECOGNITION/GOODWILL	938.03
EMPLOYEE WELLNESS	717.95
TRAINING	1,950.00
PROFESSIONAL SERVICES	1,783.17
EQUIPMENT R&M	324.31
OPERATING SUPPLIES	6,052.56
	<hr/>
	TOTAL \$ 25,868.80
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Monterey Regional Waste Management District
Cash Disbursements September 2023

Check Number	Check Date	Payee	Transaction Description	Amount
93657	9/1/2023	JEANETTE PAGAN	RETIREE HEALTH INSURANCE REIMBURSEMENT	1,005.00
93658	9/1/2023	PANKEY'S RADIATOR SHOP, INC.	SI56 RADIATOR	2,147.20
93659	9/1/2023	QUINN COMPANY, INC.	SHOP REPAIR PARTS	3,482.67
93660	9/1/2023	RAIN FOR RENT	SITE PUMP RENTAL	4,947.94
93661	9/1/2023	RDO EQUIPMENT CO.	LFO OP SUPPLIES	193.55
93662	9/1/2023	TINA REID	RETIREE HEALTH INSURANCE REIMBURSEMENT	1,809.47
93664	9/1/2023	DAVID REYES	RETIREE HEALTH INSURANCE REIMBURSEMENT	1,005.00
93665	9/1/2023	RUSTY JONES	BIRD ABATEMENT WK END 8/26/23	2,585.00
93666	9/1/2023	SAN MIGUEL ROLL OFF CO	SS FREIGHT	13,382.50
93667	9/1/2023	SELECT STAFFING	TEMP STAFF WK END 8/20/23	14,242.35
93668	9/1/2023	SILICON ROADWAYS	CONTRACT RECYCLING	2,271.00
93669	9/1/2023	STRATEGIC MATERIALS, INC.	CONTRACT RECYCLING	3,122.93
93670	9/1/2023	JOSE TAVARES	RETIREE HEALTH INSURANCE REIMBURSEMENT	758.81
93671	9/1/2023	TIAA COMMERCIAL FINANCE, INC	COPIER LEASE KYOCERA 6052CI	387.00
93672	9/1/2023	TOM'S SITE SERVICES	PORTABLE TOILET SRVC 7.30-8.26	3,656.70
93673	9/8/2023	ACE HARDWARE	OPERATING SUPPLIES	73.18
93674	9/8/2023	ACE HIGH DESIGNS, INC	3YR ANNIV JACKET ZOE SHOATS	45.83
93675	9/8/2023	AFLAC	AFLAC AUG 2023	2,207.46
93676	9/8/2023	BECKS SHOE STORE, INC	SAFETY BOOTS	2,118.60
93678	9/8/2023	CAMPOS BROTHERS RECOVERY, INC	APPLIANCE DISPOSAL	1,739.00
93679	9/8/2023	DON CHAPIN COMPANY INC	BASE ROCK	2,440.00
93680	9/8/2023	CINTAS CORPORATION #630	UNIFORM SERVICE WK 8/11/23	2,701.40
93681	9/8/2023	CORNERSTONE ENVIRONMENTAL GROUP, LLC	CASP FACILITY	40,094.62
93682	9/8/2023	KEITH DAY COMPANY, INC.	CONTRACT RECYCLING	129,862.40
93683	9/8/2023	EVERYTHING2GO.COM, LLC	HR FIREPROOF DRAWER	7,394.04
93684	9/8/2023	FANNIN FENCING	INSTALL FENCING AT LF	9,850.00
93700	9/8/2023	POWERPLAN	SHOP REPAIR PARTS	322.72
93701	9/8/2023	QUALITY SCALE INC.	SCALES REPAIRS	17,449.59
93702	9/8/2023	QUINN COMPANY, INC.	SHOP REPAIR PARTS	5,666.31
93703	9/8/2023	RUSTY JONES	BIRD ABATEMENT WK END 9/2/23	2,585.00
93704	9/8/2023	RELIABLE MONITORING SERVICES	CALIB OF GAS DETECTION SYSTEM	2,680.00
93705	9/8/2023	SAFETEQUIP, INC	MRF SAFETY SUPPLIES	3,523.08
93706	9/8/2023	REGINA SANTA CRUZ	EE REIMB - EE AAPRECIATION	263.86
93707	9/8/2023	SCS ENGINEERS	ENVIRONMENTAL SERVICES	21,201.00
93708	9/8/2023	SELECT STAFFING	TEMP STAFF WK END 8/27/23	15,210.27
93709	9/8/2023	STAPLES ADVANTAGE	STAPLES STMT AUG 2023	1,983.18
93710	9/8/2023	STURDY OIL COMPANY	FUELS	30,753.01
93711	9/8/2023	SWANA	WASTECON REGISTRATION O'CONNOR	849.00
93712	9/8/2023	UNISON SOLUTIONS, INC.	LFG H2S REMOVAL	165,724.70
93713	9/8/2023	SQUARE GROVE, LLC DBA UPLIFT DESK	STAND DESKS RANDY,JOHN,JAMISON	6,529.65
93714	9/8/2023	ROBERT WELLINGTON, JR.	LEGAS FEES	20,986.00
93715	9/8/2023	WESTERN ENERGY SYSTEMS	LFG ENGINE OIL 1056 GAL	25,512.59
93716	9/8/2023	FERRELLGAS	FUELS	1,986.40
93717	9/8/2023	GEO-LOGIC ASSOCIATES	MPL MONITORING	1,931.00
93718	9/8/2023	GRAINGER	MRF SAFETY SUPPLIES	141.91
93719	9/8/2023	GREEN RUBBER AND INDUSTRIAL	OP SUPPLIES LFG	896.05
93720	9/8/2023	GRANITE ROCK	ASPHALT FOR NEW ROAD @ LF	8,674.24
93721	9/8/2023	HOFFMEYER COMPANY, INC.	MMT CO109 BELT	9,302.59
93722	9/8/2023	KENNEDY/JENKS CONSULTANTS, INC	VOLTAGE PROJECT	8,781.12
93723	9/8/2023	JEFFREY LINDENTHAL	RETIREE HEALTH INSURANCE REIMBURSEMENT	391.37
93724	9/8/2023	MONTEREY BAY TECHNOLOGIES, INC.	SEP 2023 RETAINER	8,471.96
93725	9/8/2023	MONTEREY COUNTY PUBLIC WORKS DEPARTMENT	LITTER ABATEMENT PROGRAM	9,832.00
93726	9/8/2023	MONTEREY PENINSULA ENGINEERING	ENTRY ROAD GRADING	84,250.00
93727	9/8/2023	OPERATING ENG. LOCAL UNION #3	UNION DUES AUG 2023	4,812.00
93728	9/8/2023	OPER.ENG.PUBLIC & MISC EE'S	OE HEALTH INSURANCE OCT 2023	247,862.00
93729	9/8/2023	OFFICE DEPOT CREDIT PLAN	OFFICE DEPOT STMT AUG 2023	728.52
93730	9/8/2023	PACIFIC TRUCK PARTS, INC.	SHOP STOCK PARTS	509.88
93731	9/15/2023	ALHAMBRA & SIERRA SPRINGS	WATER SERVICE AU-23	3,318.71
93732	9/15/2023	ALHAMBRA & SIERRA SPRINGS	COFFEE SERVICE AUG-23	336.54
93733	9/15/2023	AT&T	UTILITIES	822.70
93734	9/15/2023	AT&T	UTILITIES	26.12
93735	9/15/2023	AT&T	UTILITIES	328.03
93736	9/15/2023	AT&T	UTILITIES	26.13
93737	9/15/2023	AT&T	UTILITIES	26.12
93738	9/15/2023	AT&T	UTILITIES	26.12
93739	9/15/2023	FIRST ALARM	SERVICE CALL CHARGE	620.35

Monterey Regional Waste Management District
Cash Disbursements September 2023

Check Number	Check Date	Payee	Transaction Description	Amount
93740	9/15/2023	ACE HARDWARE	OPERATING SUPPLIES	538.99
93741	9/15/2023	ACME RIGGING & SUPPLY CO.	STOCK SEGMENTS SETS	2,352.18
93742	9/15/2023	AGUILAR TIRE SERVICE	TIRE REPAIRS	1,153.45
93743	9/15/2023	BALANCE STAFFING	TEMP STAFF WK END 8/27/23	4,496.28
93744	9/15/2023	BECKS SHOE STORE, INC	SAFETY BOOTS	250.00
93745	9/15/2023	BLUE STRIKE ENVIRONMENTAL	EDIBLE FOOD RCVRY 8.1-8.31.23	9,291.40
93746	9/15/2023	EDGAR & ASSOCIATES, INC	CA COMPOST COALITION SEP 2023	500.00
93747	9/15/2023	CALL2RECYCLE, INC.	HW DISPOSAL	941.05
93748	9/15/2023	CAMPOS BROTHERS RECOVERY, INC	APPLIANCE DISPOSAL	1,264.00
93749	9/15/2023	CASTROVILLE AUTO PARTS	SHOP REPAIR PARTS	437.94
93750	9/15/2023	CENTRAL COAST TIRE, LLC	TIRE REPAIRS	454.63
93751	9/15/2023	CINTAS CORPORATION	FIRST AID SUPPLIES	302.47
93752	9/15/2023	CINTAS CORPORATION #630	UNIFORM SERVICE WK END 8/18/23	5,725.41
93753	9/15/2023	CLARK PEST CONTROL	PEST CONTROL	531.00
93754	9/15/2023	CSC OF SALINAS	OPERATING SUPPLIES	165.25
93755	9/15/2023	DARE CAPITAL PARTNERS, LLC	CONTRACT RECYCLING	11,449.62
93756	9/15/2023	DATAFLOW BUSINESS SYSTEMS INC.	CONTRACT INVOICE	227.26
93757	9/15/2023	DELL MARKETING L.P.	LAPTOP/DOCKING STATION GISELLE	2,188.60
93758	9/15/2023	JOHN EASTON	PER DIEM MEALS ATSSA TRAINING	301.00
93759	9/15/2023	EDWARDS TRUCK CENTER, INC	SHOP REPAIR PARTS	1,370.34
93760	9/15/2023	ERGODIRECT, INC	ERGO CHAIR FOR J.PFISTER	979.64
93761	9/15/2023	FAST CARE, INC	FIRST AID RESPONSE 8/28/23	425.00
93762	9/15/2023	FASTENAL COMPANY	OPERATING SUPPLIES	2,707.13
93763	9/15/2023	GOLD STAR BUICK GMC, INC	SHOP REPAIR PARTS	959.16
93764	9/15/2023	GRAINGER	OPERATING SUPPLIES	601.06
93765	9/15/2023	GREEN WILLOW GROUP, LLC	KIPTRAW SUBSCRIPTION SEP 2023	2,500.00
93766	9/15/2023	GRANITE ROCK	ASPHALT FOR LF	76,192.12
93767	9/15/2023	HOFFMEYER COMPANY, INC.	MMT REPAIR PARTS	20,581.21
93768	9/15/2023	90.3 KAZU	PUBLIC RADIO ADS 8.1-8.31.23	2,754.00
93769	9/15/2023	LAWSON PRODUCTS, NC	SHOP OP SUPPLIES	696.30
93770	9/15/2023	LINDE GAS & EQUIPMENT, INC	SHOP OP SUPPLIES	141.30
93771	9/15/2023	AMADA REYES LOPEZ	TEMP STAFF SAFETY SHOE REIMB	100.00
93772	9/15/2023	MONTEREY BAY TECHNOLOGIES, INC.	3 PCs/LAPTOP FOR ACT	1,875.00
93773	9/15/2023	FELIPE MELCHOR	EE REIMB TOWNHALL LUNCH	803.34
93774	9/15/2023	ALEX MONTEJANO	EE REIMB LUNCH FOR SITE CREW	198.40
93775	9/15/2023	MOTION INDUSTRIES INC	MMT REPAIR PARTS	7,305.08
93776	9/15/2023	FATIMA OCHOA	EE REIMB LUNCH/LEARN SNACKS	18.85
93777	9/15/2023	OTIS ELEVATOR COMPANY	ELEVATOR SERVICE	1,236.50
93778	9/15/2023	PACIFIC TRUCK PARTS, INC.	SHOP REPAIR PARTS	17.28
93779	9/15/2023	STEVE PADILLA	PER DIEM MEALS ATSSA TRAINING	301.00
93780	9/15/2023	PINNACLE MEDICAL GROUP INC	MEDICAL SERVICES	315.00
93781	9/15/2023	PITNEY BOWES GLOBAL FINANCIAL SERVICES, LLC	POSTAGE METER LEASE	244.33
93782	9/15/2023	POTENTIAL INDUSTRIES, INC.	RECYCLING BROKER FEES JUL 2023	3,764.16
93783	9/15/2023	PRUDENTIAL GROUP INSURANCE	PRUDENTIAL SEP 2023	12,711.34
93784	9/15/2023	QUINN COMPANY, INC.	SHOP REPAIR PARTS	5,121.62
93785	9/15/2023	RUSTY JONES	BIRD ABATEMENT WK END 9/9/23	2,530.00
93787	9/15/2023	SAN MIGUEL ROLL OFF CO	SS FREIGHT	14,577.82
93788	9/15/2023	ADMINISTRATOR-SDRMA	AUTHRTY PROP/LIAB PKG 23-24	4,625.51
93789	9/15/2023	SELECT STAFFING	TEMP STAFF 8/27/23	9,928.10
93790	9/15/2023	SILICON ROADWAYS	CONTRACT RECYCLING	3,244.00
93791	9/15/2023	STRATEGIC MATERIALS, INC.	CONTRACT RECYCLING	8,500.52
93792	9/15/2023	STURDY OIL COMPANY	FUELS	33,868.85
93793	9/15/2023	MONTEREY COUNTY COURIERS, INC	BANK COURIER JUL-23	381.45
93794	9/15/2023	SALINAS VALLEY SOLID WASTE	23-24 CCRMC CONTRIBUTION MEDIA	10,000.00
93795	9/15/2023	THE SCAFFOLD WORKS, INC	MRF SCAFFOLDING	5,000.00
93796	9/15/2023	TORO PETROLEUM CORP	SHOP GREASE	662.55
93797	9/15/2023	TY CUSHION TIRE LLC	MRF RUBBER EDGES	2,291.65
93798	9/15/2023	SQUARE GROVE, LLC DBA UPLIFT DESK	SCL DESK/ACT MONITOR ARMS	2,359.72
93799	9/15/2023	UNITED PARCEL SERVICE	SHIPPING FEES	11.40
93800	9/15/2023	WEST COAST RUBBER RECYCLING, INC	TIRE DISPOSAL	2,200.00
93801	9/15/2023	WHITSON AND ASSOCIATES	ANNUAL TOPO FLIGHT	10,754.93
93802	9/15/2023	WSP USA INC	AIR PERMIT COMPL REPORTING	4,799.77
93803	9/21/2023	JOHANNES VAN GEND	RECRUITMENT-TRAVEL REIMB	954.32
93804	9/22/2023	PACIFIC GAS & ELECTRIC	UTILITIES	1,256.56
93805	9/22/2023	PACIFIC GAS & ELECTRIC	UTILITIES	4,780.18
93806	9/22/2023	FIRST ALARM	SERVICE CALL CHARGE	292.50

Monterey Regional Waste Management District
Cash Disbursements September 2023

Check Number	Check Date	Payee	Transaction Description	Amount
93807	9/22/2023	ACCENT CLEAN & SWEEP, INC.	STREET SWEEPING AUG-23	18,148.00
93808	9/22/2023	ACE HARDWARE	OPERATING SUPPLIES	324.89
93809	9/22/2023	AGUILAR TIRE SERVICE	TIRE REPAIRS	564.65
93810	9/22/2023	ANDERSON PACIFIC ENGINEERING CONSTRUCTION, INC	VOLTAGE PROJECT	256,215.00
93811	9/22/2023	AT&T	UTILITIES	1,204.18
93812	9/22/2023	BALANCE STAFFING	TEMP STAFF REBILL CORRECTIONS	2,264.10
93813	9/22/2023	C & N TRACTORS	SHOP REPAIR PARTS	309.05
93814	9/22/2023	LANDSCAPE MAINTENANCE OF AMERICA	LITTER ABATEMENT	675.00
93815	9/22/2023	CAMPOS BROTHERS RECOVERY, INC	APPLIANCE DISPOSAL	1,653.00
93816	9/22/2023	CASH	PETTY CASH REIMB 091923	158.61
93817	9/22/2023	CASTROVILLE AUTO PARTS	SH13 RADIATOR	235.99
93818	9/22/2023	DON CHAPIN COMPANY INC	CONCRETE LANDFILL BARRIERS	6,656.88
93819	9/22/2023	CINTAS CORPORATION #630	UNIFORM SERVICE WK 9/1/23	5,543.34
93820	9/22/2023	CLAREMONT BEHAVIORAL SERVICES	SEP 2023 EAP PREMIUM 127 EE'S	558.80
93821	9/22/2023	ENDEAVOR MORE INC	SHOP REPAIR PARTS	1,626.24
93822	9/22/2023	CORE & MAIN LP	LANDFILL EROSION CONTROL MAT	28,810.48
93823	9/22/2023	CPS HR CONSULTING	TRAINING FOR JOHN E.	150.00
93824	9/22/2023	CSC OF SALINAS	OPERATING SUPPLIES	512.21
93825	9/22/2023	DARE CAPITAL PARTNERS, LLC	CONTRACT RECYCLING	5,432.44
93826	9/22/2023	DATAFLOW BUSINESS SYSTEMS INC.	CONTRACT INVOICE	120.61
93827	9/22/2023	EDGES ELECTRICAL GROUP LLC	LFG OP SUPPLIES	509.78
93828	9/22/2023	ENERGY DYNAMICS, LLC	LFG REPAIR SUPPLIES	21,264.12
93829	9/22/2023	ERGODIRECT, INC	OFFICE CHAIR FOR ERICA ACT	974.21
93830	9/22/2023	FAST CARE, INC	1ST AID RESPONSE 9/12/23	425.00
93831	9/22/2023	FASTENAL COMPANY	OPERATING SUPPLIES	5,549.77
93832	9/22/2023	JOSE GALLARDO C/O GALLARDO'S ORGANIC FARM	FARMERS MARKET	2,400.00
93833	9/22/2023	GM DISTRIBUTING	CHK SIGNER AGREEMNT 23-24	395.00
93834	9/22/2023	GOLD STAR BUICK GMC, INC	SHOP REPAIR PARTS	97.35
93835	9/22/2023	THE AIS GROUP, INC	GP SUPPORT	2,630.25
93836	9/22/2023	GRAINGER	OPERATING SUPPLIES	676.46
93837	9/22/2023	GREEN VALLEY INDUSTRIAL SUPPLY, INC	SHOP OP SUPPLIES	187.91
93838	9/22/2023	HOFFMEYER COMPANY, INC.	MMT REPAIR PARTS	3,771.97
93839	9/22/2023	INTERSTATE BATTERY CENTER	LF32 BATTERY	195.32
93840	9/22/2023	J.M. EQUIPMENT CO., INC	SHOP REPAIR PARTS	392.16
93841	9/22/2023	JOHNSON ASSOCIATES	AD15 REPAIR PARTS	237.56
93844	9/22/2023	LIVEVIEW TECHNOLOGIES, INC	MONITORG SOFTWARE SUBSCRIPTION	2,617.63
93844	9/22/2023	LIVEVIEW TECHNOLOGIES, INC	MONITORG SOFTWARE SUBSCRIPTION	2,617.63
93845	9/22/2023	MAYA MACIAS	EE REIMB PDF SIMPLI PURCH	40.95
93846	9/22/2023	MONTEREY BAY TECHNOLOGIES, INC.	PDF EDITOR FOR MAYA M	1,499.07
93847	9/22/2023	MCLAUGHLIN	ADMIN OFFICE PAINTING	49,590.00
93848	9/22/2023	MCLELLAN INDUSTRIES, INC.	SHOP STOCK SUPPLIES	286.18
93849	9/22/2023	NVB EQUIPMENT, INC.	LF29 FIRE SUPPRESSION REINSTALL	4,313.65
93850	9/22/2023	CATY O'CONNOR	PER DIEM MEALS WASTECON 2023	276.50
93851	9/22/2023	PACIFIC TRUCK PARTS, INC.	AC HOSES	504.03
93852	9/22/2023	PARADIGM SOFTWARE LLC	MOCA ANNUAL LICENSE	7,155.00
93853	9/22/2023	PENINSULA MESSENGER LLC	MAIL SERVICE P/U	329.00
93854	9/22/2023	PRO CLEAN JANITORIAL SERVICES, INC	CLEANING SERVICE SEP 2023	13,920.00
93855	9/22/2023	QUINN COMPANY, INC.	SHOP REPAIR PARTS	20,349.38
93856	9/22/2023	KEITH DAY COMPANY, INC.	CONTRACT RECYCLING	116,264.30
93856	9/22/2023	KEITH DAY COMPANY, INC.	CONTRACT RECYCLING	116,264.30
93857	9/22/2023	RAIN FOR RENT	LF RENTAL EQUIP	1,791.74
93858	9/22/2023	RUSTY JONES	BIRD ABATEMENT WK END 9/16/23	2,585.00
93859	9/22/2023	JOEL RODRIGUEZ	TEMP STAFF SAFETY SHOE REIMB	100.00
93861	9/22/2023	SAFETEQUIP, INC	SHOP DECALS	197.16
93862	9/22/2023	SAN MIGUEL ROLL OFF CO	SS FREIGHT	25,215.03
93863	9/22/2023	SCS ENGINEERS	RMC 8.1.23-8.31.23	13,745.00
93864	9/22/2023	SELECT STAFFING	TEMP STAFF WEEK END 9/10/23	7,514.50
93865	9/22/2023	SIGNWORKS	REINSTALL REGEN SIGN	511.42
93866	9/22/2023	SILICON ROADWAYS	CONTRACT RECYCLING	2,206.00
93867	9/22/2023	SILKE COMMUNICATIONS, INC.	NEW RADIO FOR J.PFISTER	1,706.78
93868	9/22/2023	SOUTHWESTERN SALES, INC	LF TARPS	33,923.91
93869	9/22/2023	STRATEGIC MATERIALS, INC.	CONTRACT RECYCLING	4,082.70
93870	9/22/2023	STURDY OIL COMPANY	FUELS	2,376.22
93871	9/22/2023	MONTEREY COUNTY COURIERS, INC	AUG COURIER SERVICE	381.45
93872	9/22/2023	SALINAS VALLEY SOLID WASTE	RECYCLIST PROGRAM SUBSCRIPTION	12,392.73
93873	9/22/2023	TESCO CONTROLS, INC	FLOAT SWITCHES	2,268.14

Monterey Regional Waste Management District
Cash Disbursements September 2023

Check Number	Check Date	Payee	Transaction Description	Amount
93874	9/22/2023	TOM'S SITE SERVICES	PORTABLE TOILET SRVC 8.27-9.23	3,656.70
93875	9/22/2023	TORO PETROLEUM CORP	SHOP DIESEL EXHAUST FLUID	724.11
93876	9/22/2023	TRILLIUM CNG	CNG FUEL PURCHASES AUG 2023	85,422.83
93877	9/22/2023	ULINE SHIPPING SUPPLY SPECIAL	OPERATING SUPPLIES	1,917.95
93878	9/22/2023	UNITED RENTALS (NORTH AMERICA), INC	BOOM RENTAL	3,912.41
93879	9/22/2023	WASTE MANAGEMENT INC.	TRASH SERVICE SEP 2023	1,807.49
93880	9/22/2023	WSP USA INC	STORMWATER COMPLIANCE	1,325.74
93881	9/22/2023	COSTCO WHOLESALE	EE RECOGNITION COSTCO GC'S	1,325.00
93881	9/22/2023	SAN MIGUEL ROLL OFF CO	SS FREIGHT	25,215.03
93883	9/22/2023	SULMA B. LIZAMA	TEMP STAFF SAFETY SHOE REIMB	100.00
93884	9/28/2023	AGUILAR TIRE SERVICE	TIRE REPAIRS	3,814.74
93885	9/28/2023	ACE HARDWARE	OPERATING SUPPLIES	247.89
93886	9/28/2023	ALTIVUS MEDICAL	HW DISPOSAL	147.00
93887	9/28/2023	APTIM CORP.	LFGCS REPAIRS 7.14-8.4.23	146,596.51
93888	9/28/2023	AT&T	UTILITIES	1,845.17
93889	9/28/2023	BALANCE STAFFING	TEMP STAFF WK END 9/17/23	2,266.01
93890	9/28/2023	BARNES WELDING SUPPLY	MMT CYLINDER RENTAL	79.92
93891	9/28/2023	BLUE SKY ENVIRONMENTAL, INC.	EMISSIONS COMPLIANCE TESTING	29,266.00
93892	9/28/2023	CALIFORNIA LOCAL AGENCY FORMATION COMMISSION	CALAFCO CONF/SPONSORSHIP	1,430.00
93893	9/28/2023	CALIFORNIA LULAC FOUNDATION	DONATION LULAC B&W BALL 2023	1,500.00
93894	9/28/2023	CAMPOS BROTHERS RECOVERY, INC	APLIANCE DISPOSAL	1,498.00
93895	9/28/2023	CASTROVILLE AUTO PARTS	SHOP REPAIR PARTS	660.37
93896	9/28/2023	CCPS, INC.	BOARDROOM OUTLET REPAIRS	1,435.69
93897	9/28/2023	CENTRAL COAST TIRE, LLC	TIRE REPAIRS	699.62
93898	9/28/2023	GREGORIO CIMIENTO CANADA	TENT RENTAL WELNESS FAIR	120.00
93899	9/28/2023	CORNERSTONE ENVIRONMENTAL GROUP, LLC	MTRY CASP FACILITY	49,624.34
93900	9/28/2023	CSC OF SALINAS	OPERATING SUPPLIES	53.72
93901	9/28/2023	DARE CAPITAL PARTNERS, LLC	CONTRACT RECYCLING	6,817.39
93902	9/28/2023	DATAFLOW BUSINESS SYSTEMS INC.	CONTRACT INVOICE	132.95
93903	9/28/2023	KEITH DAY COMPANY, INC.	FUEL SURCHARGE JUL-23	15,708.31
93904	9/28/2023	JOHN EASTON	EE REIMB MILEAGE ATSSA TRAINING	246.28
93905	9/28/2023	EVERBANK, N.A.	COPIER LEASE KYOCERA 6052CI	301.00
93906	9/28/2023	FASTENAL COMPANY	OPERATING SUPPLIES	71.34
93907	9/28/2023	LEONEL GALVEZ VAZQUEZ	LFG UNIT 1 EXHAUSE REPLACEMENT	44,630.00
93908	9/28/2023	GRANITE ROCK	MOD 7	400,372.75
93909	9/28/2023	HOFFMEYER COMPANY, INC.	MMT FREIGHT CHARGES	263.95
93910	9/28/2023	JOHNSON ASSOCIATES	SHOP REPAIR PARTS	32.72
93911	9/28/2023	KENNEDY/JENKS CONSULTANTS, INC	VOLTAGE PROJECT	9,821.50
93912	9/28/2023	MONTEREY SIGNS, INC	BOARDROOM SIGN REMOVAL	624.69
93913	9/28/2023	MONTEREY PENINSULA ENGINEERING	TEMP SCALEHOUSE WORK	52,717.00
93914	9/28/2023	MELISSA BAXTER DBA NOTHING WASTED CONSULTING	Q3 1383 SAMPLING	26,724.00
93915	9/28/2023	OFFICE DEPOT CREDIT PLAN	OFFICE DEPOT STMT SEP 2023	1,451.92
93916	9/28/2023	OTIS ELEVATOR COMPANY	ELEVTR MAINT 10.1-12.31.23	1,034.40
93917	9/28/2023	PACIFIC TRUCK PARTS, INC.	SHOP REPAIR PARTS	83.39
93918	9/28/2023	QUALITY WATER ENTERPRISES INC	C&I RENTAL 10.1.23-10.31.23	90.00
93919	9/28/2023	QUINN COMPANY, INC.	SHOP REPAIR PARTS	5,344.44
93920	9/28/2023	RAIN FOR RENT	SITE PUMP RENTAL	4,948.68
93921	9/28/2023	JAY RAMOS	EE REIMB SIT OFFC/LF MATERIALS	558.17
93922	9/28/2023	RDO INTEGRATED CONTROL	LF CARLSON GPS PHASE 2 INSTALL	4,000.00
93923	9/28/2023	RUSTY JONES	BIRD ABATEMENT WK END 9/23/23	2,585.00
93924	9/28/2023	ADMINISTRATOR-SDRMA	ANNUAL WC RECON YR 22-23	40,414.20
93925	9/28/2023	SELECT STAFFING	TEMP STAFF WK END 9/17/23	9,229.07
93926	9/28/2023	JOSE DANIEL BARRERA	MDO REFLECTIVE VINYL SIGN SITE	4,887.54
93927	9/28/2023	SILICON ROADWAYS	CONTRACT RECYCLING	998.00
93928	9/28/2023	PETER SKINNER-SERVICES	UPDATE REPORTING DASHBOARDS	9,275.00
93929	9/28/2023	STRATEGIC MATERIALS, INC.	CONTRACT RECYCLING	3,163.81
93930	9/28/2023	STURDY OIL COMPANY	FUELS	34,213.10
93931	9/28/2023	THE TRAILER COMPANY, INC.	SHOP REPAIR PARTS	1,340.59
93932	9/28/2023	VERIZON WIRELESS	GPS/HOTSPOT	425.58
93933	9/28/2023	VIA SYN, INC.	SCHED COORD SRVC SEP-23	3,782.00
93934	9/28/2023	WSP USA INC	MOD 7	65,463.37
				<u>\$ 3,214,715.10</u>

MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT

Employee Cash Disbursements

September 2023

Check Date	Check Number	Payee	Description	Amount	Purpose	Location
9/8/2023	93706	REGINA SANTA CRUZ	EE REIMB - EE AAPRECIATION	\$ 263.86	EMPLOYEE RECOGNITION LUNCH	MARINA, CA
9/15/2023	93774	ALEX MONTEJANO	EE REIMB LUNCH FOR SITE CREW	198.40	LUNCH FOR SITE CREW	MARINA, CA
9/28/2023	93904	JOHN EASTON	EE REIMB MILEAGE ATSSA TRAINING	246.28	DRIVE TO TRAINING OUT OF TOWN	SACRAMENTO, CA
9/28/2023	93921	JAY RAMOS	EE REIMB SIT OFFC/LF MATERIALS	558.17	FLOORING FOR SITE OFFICES	SEASIDE, CA
9/15/2023	93773	FELIPE MELCHOR	EE REIMB TOWNHALL LUNCH	803.34	TOWNHALL LUNCH	GREENFIELD, CA

Draft ReGen Monterey

2024 Calendar of Board Meetings and Other Events

January							February							March							April						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3						1	2		1	2	3	4	5	6
7	8	9	10	11	12	13	4	5	6	7	8	9	10	3	4	5	6	7	8	9	7	8	9	10	11	12	13
14	15	16	17	18	19	20	11	12	13	14	15	16*	17	10	11	12	13	14	15	16	14	15	16	17	18	19	20
21	22	23	24	25	26	27	18	19	20	21	22	23	24	17	18	19	20	21	22	23	21	22	23	24	25	26	27
28	29	30	31				25	26	27	28	29			24	25	26	27	28	29	30	28	29	30				
														31													

May							June							July							August							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
			1	2	3	4							1		1	2	3	4	5	6						1	2	3
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10	
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17	
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23*	24	
26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30	31	

September							October							November							December								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
1	2	3	4	5	6	7				1	2	3	4	5							1	2	1	2	3	4	5	6	7
8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14		
15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20*	21		
22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28		
29	30						27	28	29	30	31			24	25	26	27	28	29	30	29	30	31						

Board Meetings
9:00 a.m.

Extended Board Meetings
9:00 a.m. - 12:30 p.m.

Finance/Personnel Committee Meetings
9:00 a.m.-10:30 a.m./10:30 a.m.-12:00 p.m.

Monterey County Special - TBD
Districts Association Meetings
6:00 p.m. - 8:00 p.m.

Other Notable Conferences/Events for 2024 are listed below:

- April 15-18 SWANA Palooza, Phoenix, Az
- TBD SDRMA Safety/Claims Education Day
- May 20-23 SWANA Western Regional Symposium, Palm Springs, CA
- TBD CRRRA Symposium
- March 25-29 CSDA Annual Conference
- October 16-18 League of California Cities Annual Conference
- October 21-23 SWANA WasteCon



* Subject to Cancellation Pending Board Action Items

MEMO



Consent
Item #: 4

Meeting Date: October 20, 2023

To: Board of Directors
From: Berta R. Torres, Director of Human Resources
Approved by: Felipe Melchor, General Manager

Subject: Addition of New Classification of Associate Engineer and Related Pay Schedule

RECOMMENDATION

That the Board approve the addition of a new classification of Associate Engineer and related pay schedule.

BACKGROUND AND DISCUSSION

Currently, the Engineering & Compliance department has six (6) budgeted full-time equivalent (FTE) positions. Including two senior-level civil engineers and an engineer in training (EIT) who is expected to obtain the Professional Engineer license in the coming year. A Project Manager position is new to ReGen and was added in July 2023 to assume responsibility for primarily construction management functions, including capital improvement construction projects and facilities maintenance projects. The Project Manager position will facilitate 'project delivery' and be primarily engaged in construction and operations and maintenance (O&M) phases of the project life cycle (aka 'construction' and 'post-construction' activities).

Recruitment efforts for the Project Manager concluded this week with offer acceptance from a candidate with more than 20 years' experience managing all phases of construction projects. This candidate will be well positioned to promptly assume hand-off or project management responsibilities, creating bandwidth for the civil engineers to manage technical aspects of capital improvement and more complex maintenance projects in the design/design modification and permitting phases of the project life cycle (aka 'pre-construction' activities).

Positions	FTE
Director of Engineering & Compliance (incumbent)	1
Director of Engineering & Compliance (successor) (vacant)	1
Senior Engineer	1
Project Manager (new hire to start 11/06/23)	1
Assistant Engineer, EIT	1
Regulatory Compliance Coordinator (new hire to start 10/16/23)	1
Current Total FTE: 6	
Associate Engineer (if approved)	

Recruitment for a successor Director of Engineering & Compliance was outsourced to a recruitment firm in the Summer of 2023 and was unsuccessful, due in part to the limited pool of local candidates with the senior-level experience required for the role and the challenge of attracting candidates from other

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Let's not waste this.



regions due to the high cost-of-living in our area. While internal recruitment efforts continue for a Director or senior-level candidate, the challenge in finding a qualified candidate has prompted Staff to consider alternative options for ensuring ReGen is adequately staffed to manage the engineering needs. To this end, Staff is requesting Board approval to expand its search for licensed professional engineers to include various levels (Director, Senior and Associate) with the intent of broadening the pool of potential candidates from which to select one (1) engineer with sufficient experience to support the current and future workload. The job description is attached as Attachment A. Should one of the more senior-level candidates be selected, the addition of an Associate Engineer position in the engineer sequence provides the natural advancement opportunity for the Assistant Engineer to grow into in the future. The pay schedule being proposed for this position is attached as Attachment B.

The salary represented in the pay schedule shown above is approximately 10% above current market and is intended to give ReGen a competitive advantage in hiring for this position as the current labor pool for engineers is scarce as evidenced by the unsuccessful recruitments thus far for a senior engineer and director of engineering. The proposed compensation also aligns internally with roles of similar scope of responsibility. The appropriate unit classification for this professional-level classification will be determined with guidance from legal counsel.

FINANCIAL IMPACT

The addition of the new classification as discussed above may result in a decrease of approximately \$40K to \$55K to the FY 2023/24 staffing budget as only one (1) engineer position will be filled, based on candidate qualifications and experience. The FY 2023/24 staffing budget includes compensation for the highest-level civil engineer (Director of Engineering & Compliance).

CONCLUSION

Staff requests the Board's approval of a new classification of Associate Engineer and related pay schedule to ensure ReGen Monterey is adequately staffed to manage the engineering needs that are currently present and as it continues to grow in its breadth of diversion and disposal services to the community.

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Job Description

Position:	Associate Engineer	Position Status:	Full Time/Exempt
Reports to:	Senior Engineer	Created/Revised:	10/2023

DEFINITION

Under general supervision, assists with and performs a variety of professional and technical administrative and field engineering work related to the management, planning, design, construction and maintenance of ReGen Monterey’s existing assets, capital improvement projects and other infrastructure projects, reviews engineering plans and specifications, confers with project manager(s), coordinates with staff and external contractors, consultants, and agency representatives; The ideal candidate will possess superior problem solving and management skills that will be applied to a diverse portfolio of technical projects. You will be directly responsible for engineering and construction at solid waste disposal, recycling, processing, and transfer facilities, will communicate with senior management, and may direct and mentor junior staff.

DISTINGUISHING CHARACTERISTICS

The Associate Engineer is a journey-level professional engineer classification. Incumbents in this class possess the applicable education, training and experience required for a professional engineer license. Incumbents are expected to perform any field or office assignment with minimal direction and supervision on a wide variety of capital improvement projects at ReGen’s integrated solid waste management facility and its diversion/beneficial reuse, recycling, disposal, materials processing, and transfer services. The Associate Engineer supports the Senior Engineer in a variety of departmental duties and is job class that differs from the Senior Engineer who has supervisory-level responsibility for the department functions and projects. The Associate Engineer is distinguished from the Assistant Engineer by the performance of the full range of duties as assigned with only minimal instruction or assistance. Incumbents work independently and with responsible charge, seeking assistance only as new or unusual situations arise.

ESSENTIAL FUNCTIONS

The following duties are typical of this classification and are intended only to describe the various types of work that may be performed, the level of technical complexity of the assignment(s) and are not intended to be an all-inclusive list of duties. The omission of a specific duty statement does not exclude it from the position if the work is consistent with the concept of the classification or is similar or closely related to another duty statement to address business needs and changing business practices.

- Perform professional and technical engineering work relative to assigned area of responsibility such as planning, design, landfill development, maintenance operations of landfill gas monitoring and collection, leachate collection and extraction systems and groundwater monitoring wells and systems, capital improvements and traffic
- Design and prepare plans and specifications and requests for proposals for projects related to material processing and disposal of wastes including landfill development and related operational programs, facilities, and operations; roads, storm drains, sewer and water lines, research project design requirements; perform calculations and prepare estimates of time and material costs.
- Develop and/or revise design and construction standards for District structures, control equipment, processing systems, and appurtenant aspects.
- Investigate field problems affecting District operations, surrounding property owners, contractors and maintenance operations; resolve problems, define an appropriate investigation plan, or refer to senior management as appropriate.
- Administer design and construction contracts; coordinate and review the work of outside consultants and vendors; review and recommend payments and billing for contracted services related to assigned projects; negotiate prices and schedules, as necessary.

- Request and participate in the collection of survey and mapping data.
- Prepare estimates and feasibility reports for new or modified services and structures.
- Participate in the plan check, review and processing of plans for District development plans affecting waste processing and disposal, including streets, sewers, drains and related facilities; assure compliance with local, state and federal codes, ordinances, rules and regulations.
- Evaluate and implement District's waste screening and acceptance criteria and policies.
- Prepare various regulatory permit compliance monitoring and reporting documents and reports.
- Prepare visual presentations and reports.
- Prepare special engineering studies and reports.
- Manage and oversee closure/post closure landfill responsibilities and regulatory agency permits.
- Maintain the integrity of the historical records.
- Provide good customer service to both internal and external customers, maintain positive and effective working relationships with other District employees.
- Other duties as assigned.

QUALIFICATIONS & EXPERIENCE REQUIREMENTS

Knowledge of: Working knowledge of engineering practices and procedures including planning, development, design, construction methods and techniques, strength and properties and uses of materials, hydrology and hydraulics, specification, and structural engineering; engineering mathematics and economics; laws and ordinances relating to design and construction standards; road structure design; testing procedures and equipment and materials inspection; surveying methods and construction. Some knowledge of the application of data processing to solve engineering problems; and the principles and practices of civil/mechanical/electrical engineering; engineering economics and life cycle cost principles; budget development and expenditure control; research and evaluation methodologies.

Ability to: Plan and design complex construction projects/facilities; manage professional service consultants and contractors; review engineering plans and specifications prepared by others; make inspections of all phases of engineering work in progress; enforce contract specification and requirements; make accurate estimates of cost of materials and construction time; prepare complex technical reports; collect and analyze data on a variety of technical, analytical, and administrative topics; perform with a minimum of supervision; Direct District permitting and operations compliance functions with regulatory agencies; enforce common safety practices and procedures; prepare and present clear, concise and comprehensive reports; establish and maintain effective working relationships with others; assign, schedule and review the work of subordinates on an assigned project; present technical material to a nontechnical audience; input, access and analyze data using a computer terminal; deal tactfully, courteously, and efficiently with the public and other staff; apply sound judgment in a variety of circumstances with or without specific instructions; and communicate clearly and effectively both orally and in writing.

Experience: Any combination of training and experience that would provide the required knowledge and abilities is qualifying. A typical way to obtain these knowledge and abilities would be:

Three or more years of experience as a licensed Professional Engineer performing duties comparable to ReGen Monterey's Associate Engineer.

Education, Licenses, Certifications:

- Bachelor's degree in civil, mechanical, or electrical engineering
- Possession of a valid California Class C drivers' license
- Possession of a valid certificate of registration as Professional Engineer (PE). The PE license must be issued

by the California State Board of Registration of Professional Engineers or, if issued in another state, obtained within 9 months of employment start date.

PHYSICAL AND SENSORY REQUIREMENTS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

Frequent to constant stand and walk; sit for limited time; frequently bend and turn neck; constant manual/finger dexterity and hand/eye coordination; frequent to constant reaching forward and to side; constant pulling (ex: tickets off receipt machine); constant hearing and vision to normal range; constant verbal communication; frequently walk on sloped ground and uneven surfaces; occasionally lift and move objects weighing up to 25 lbs.

Mental Demands

While performing the duties of this class, employees are regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and solve policy and operational issues; observe and interpret people and situations; use math and mathematical reasoning; learn and apply new information or skills; perform detailed work on multiple, concurrent tasks with constant interruptions; work under deadlines and interact with all levels of District management and personnel, and the public.

Work Environment

Normally, work is performed in both indoor and outdoor environments; occasionally will be exposed to varying temperatures; regular exposure to exposure to dirt, dust, fumes, noise, garbage, foul odors; potential exposure to hazardous materials and chemicals, moderate exposure often works around fast-moving vehicles and equipment; constant contact with staff and the public.

Special Demands

Must be able to actively participate in public meetings including giving presentations in person and on camera before the Board of Directors and members of the public.

ACKNOWLEDGEMENT

I hereby confirm that I have received a copy of the job description and I understand the requirements of this position.

Employee Signature

Date

Employee Name – Please Print

Pay Schedule
Effective October 20, 2023

Board Approved:						
CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
EXEMPT						
Associate Engineer						
Bi-weekly	4,446.02	4,668.32	4,901.74	5,146.83	5,404.17	5,674.38
Hourly	55.58	58.35	61.27	64.34	67.55	70.93

MEMO

**Consent
Item #: 5**



Meeting Date: October 20, 2023

To: Board of Directors
From: Director of Engineering, Guy R. Petraborg
Approved by: General Manager, Felipe Melchor

Subject: Authorize the General Manger to Execute Agreement with Waste Management for Single Stream Recycling

RECOMMENDATION: That the Board authorize the General Manager to execute agreement with Waste Management (WM) for Single Stream Recycling (SSR).

BACKGROUND

ReGen Monterey (“ReGen”) has been providing WM single stream recycling (SSR) processing services since the opening of the new MRF 2.0 in 2018. In addition, WM, as a prominent national solid waste management company with collections/transfer/recycling/disposal services, has been providing ReGen recyclables brokerage services for most of the SSR materials that are processed by ReGen. ReGen and WM have existing contracts with each other for these respective services.

ReGen staff, together with District Legal staff, recently reviewed all of the SSR agreements for current customers using ReGen’s recyclables processing services. Based on that review, a new recycling agreement template was prepared so that a uniform standard agreement can be used by ReGen for all customers going forward. Refer to the first agreement that is attached to this staff report for the new recycling agreement template.

DISCUSSION

There were no substantial changes to the existing recycling agreement by staff’s development of a new Recycling Agreement standard template. The changes that were made were minor wording changes for clarity, uniform use of certain terms, and uniform presentation of each paragraph. Thus, the use of the new standard template essentially represents a renewal or replacement of the existing recycling agreement for any given existing customer.

FINANCIAL IMPACT

As the new WM Recycling Agreement is essentially a renewal or replacement of the existing WM Recycling Agreement, and ReGen’s recyclable processing rate remains unchanged at \$40 per ton, there is no financial impact associated with the Board’s approval of the new WM Recycling Agreement (attached).

Physical Address

14201 Del Monte Blvd.
Salinas, CA 93908

Mailing Address

P.O. Box 1670
Marina, CA 93933

Phone / Fax

831-384-5313 PHONE
831-384-3567 FAX

Web / Social

ReGenMonterey.org
@ReGenMonterey

Let’s not waste this.



CONCLUSION

Staff recommends that the Board authorize the General Manager to execute the new WM Recycling Agreement for continued processing of single stream recycling (SSR) materials delivered to ReGen from WM.

ATTACHMENTS:

- ReGen's Recycling Agreement Template (undated)
- New WM Recycling Agreement (to be dated 11/01/2023)

RECYCLING AGREEMENT

THIS RECYCLING AGREEMENT (the "Agreement") is made this 1st day of November 2023, by and between WM ("Company") and Monterey Regional Waste Management District ("District"), also known as "ReGen Monterey", with a location in Unincorporated County of Monterey at 14201 Del Monte Blvd., Salinas, CA 93908 (the "Facility").

WHEREAS, District owns and operates the Facility for the processing of recyclables; and

WHEREAS, the Company desires to pay District to accept/process certain recyclable materials and District wants to receive such materials for recycling purposes.

NOW, THEREFORE, the parties, for themselves, their successors, and assigns, in consideration of their respective undertakings and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby covenant and agree as follows:

1.0 Term: The term of this Agreement shall commence November 1, 2023, and end on June 30, 2024. This Agreement shall automatically renew for two (2) consecutive one (1) year terms thereafter, unless either party provides the other party with written notice of termination at least ninety (90) days prior to the expiration of the then current term.

2.0 Services and Rebates.

2.1 Company shall deliver (or cause to be delivered) to District at the Facility, and District shall receive from Company, the entire quantity of loose single stream recyclable material ("Recyclables" or also known as "SSR" materials) received from Company route collections of recyclable materials.

2.2 Company shall pay District for receiving and processing the Recyclables as stated below:

2.2.2 From November 1, 2023 through June 30, 2024 the price will be \$40.00 per ton.

2.2.3 Prior to June 30, 2024, and prior to each subsequent June 30th during the duration of the Agreement, Company and District shall agree upon the new price for Recyclables processing by District for the new Fiscal Year beginning July 1st of each year. In the event the Company and District cannot agree on a price for the Recyclables, the Recyclables price will remain \$40.00 per ton on a month-to-month basis until a price is either agreed upon or the Agreement is terminated. Notwithstanding Section 1, entitled "Term" in the event a price cannot be agreed upon, prior to June 30 of any contract year, either party may terminate this Agreement with ninety (90) days written notice. In the event a price for the Recyclables is agreed upon, the Agreement will be amended by "Addendum" to reflect such price. Such amendment can be made in the form of a written addendum to this Agreement presenting the agreed upon rebate or charge that is signed and dated by both parties.

2.3 By the 5th of each month, District will provide a detailed summary of all deliveries of Recyclables delivered by or on behalf of Company in the previous month. Such report shall include an itemized listing of receipts showing date and time of delivery, truck number, net weight, price per ton and amount payable.

2.4 Company shall pay District the amount owed on or before the 15th of the month following the receipt of the District's invoice.

2.5 Title and risk of loss shall be transferred to District at the time of delivery of the recyclable materials and received by the District.

2.6 District will make all reports required by the State of California for all jurisdictions from which Recyclables are collected by Company.

2.7 Any benefits received from the State of California Department of Conservation from their Curbside Supplemental payments program during any calendar year shall accrue to the benefit of the Company that registered and operates the designated Curbside Recycling program assigned to receive the supplemental payment.

3.0 Quality.

3.1 Company warrants that at the time of delivery to District, all Recyclables shall be of the type of single stream material collected from residential and commercial locations ("Specifications") defined in the Franchise Contract for said location and acceptable to the District's processing services. The parties acknowledge that the District desires that the deliveries contain 90% or more of recyclable materials (e.g., 10% or less of non-recyclable materials (aka "contaminants" or "contamination")). In the event a load of Recyclables fails to meet such Specifications, then District shall promptly notify Company. Prior to rejecting or downgrading any Recyclables, the District shall immediately notify Company of such rejection, and hold such load (the "Questioned Load") for two (2) business days after such notification for Company's visual inspection. District shall also digitally photograph the Questioned Load and forward such photographs to Company via email. If a Questioned Load is determined by both parties not to meet the Specifications, and the parties

are unable to reach agreement as to an adjustment in price, Company shall, at its own cost and expense, cause the rejected load to be either transported to a location designated by Company or be disposed of by District by the least costly means reasonably available to District. If the parties are unable to agree or Company fails to respond in a timely manner, District may reject the load and Company shall, at its own cost and expense, cause the rejected load to be either transported to a location designated by Company or be disposed of by District by the least costly means reasonably available to District. If a Questioned Load was improperly rejected, all transportation and other fees or costs incurred by Company to transfer and dispose of the Questioned Shipment shall be borne by District. Failure to provide timely notification, provide photographs, or processing of the Recyclables shall be deemed acceptance and the amount owed as set forth above in Section 2 entitled "Services and Rebates" shall be paid in full with no deductions.

3.2 EXCEPT AS SET FORTH ABOVE, COMPANY HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED WITH RESPECT TO THE RECYCLABLES, THEIR MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS OR LOST SALES, OR ANY DUTY TO DEFEND, BY REASON OF ANY DEFECTS IN THE RECYCLABLES, OR BREACH BY COMPANY OF ITS WARRANTY. District's sole remedy for claims related to quality of the Recyclables shall be as set forth in Section 3.1 above.

4.0 Operations.

4.1 Company shall deliver (or cause to be delivered) the Recyclables to District. District guarantees that the wait time at its truck scale facility to weigh deliveries shall be no more than fifteen (15) minutes. Facility shall accept Recyclables delivered by Company Monday through Friday during its normal receiving hours or as otherwise agreed by the parties. The Facilities will be closed for the following Holidays: New Year's Day, July 4th, Thanksgiving and Christmas.

4.2 District will provide all necessary equipment and supplies associated with weighing trucks under this Agreement. District agrees to weigh all inbound deliveries and outbound trucks on a State Certified Scale with a current State Certified Seal.

4.3 District assumes the legal obligation to ensure that all its employees are legally authorized to work in the United States pursuant to all applicable immigration laws, child labor laws, and any other applicable labor or employment law. District warrants that it operates in accordance with and complies with the Immigration Reform and Control Act of 1986, and all other citizenship and immigration laws and regulations and complies with all other state and federal employment laws. Specifically, District warrants that all its employees have validated identity and authorization-to-work documents pursuant to U.S. Immigration and Naturalization laws and to maintain Employment Eligibility Verification Forms ("I-9's") on all its employees.

4.4 District shall handle, store and process the Recyclables in accordance with all applicable laws, rules and regulations promulgated by any government authority having jurisdiction over District as it relates to District's obligations set forth herein, including, but not limited to all health and environmental laws, 40 CFR parts 257 and 258 (Subtitle D. Regulations), 49 CFR (Federal Transportation Regulations), and 29 CFR (OSHA Regulations). District shall obtain and keep in effect any and all governmental licenses or permits required by law and provide Company copies evidencing compliance with those laws upon request.

4.5 Company makes no commitment or guarantee to the minimum or maximum quantity of Recyclables to be delivered under this Agreement.

4.6 District shall recycle the Recyclables for reuse and shall not deposit any Recyclables in landfills, except such residue left after appropriate processing of such Recyclables. Unless specifically authorized in writing, all material shall be Recycled and not Remarketed. "Recycled" means prior to resale or reuse all materials are (a) rendered unfit for their original use or (b) dismantled into component materials such as plastic, steel, aluminum, and glass. "Remarketed" means the resale as a product or as an operating component of a product or reuse of the material for use as it was originally intended. District shall sell 100% of the Recyclables for use by pulp processing mills and other markets for non-fiber Recyclables and shall not sell for any other purpose, including but not limited to, use as animal bedding.

5.0 Insurance. Both parties shall procure and maintain at its own expense, during the term of this Agreement at least the following insurance covering activities performed under this Agreement.

<u>Coverage</u>	<u>Limits</u>
Workers' Compensation	Statutory
Employer's Liability	\$1 Million each occurrence
Commercial Gen. Liability	\$2 Million per occurrence
(Including Completed Operations, Contractual Liability, Broad Form Property Damage)	\$3 Million annual aggregate

Automobile Liability	\$2 Million per occurrence
	\$3 Million annual aggregate
Umbrella/Excess Liability	\$5 Million per occurrence

The policy shall be endorsed to name the other party, its parents, subsidiaries and affiliates, as additional insureds to the extent of liability assumed hereunder and shall provide for thirty (30) days prior written notice of termination, cancellation, or material change in coverage.

6.0 Indemnification. Each party agrees to indemnify, save harmless, and defend the other, its affiliates, officers, directors, shareholders, employees and agents (each an “indemnitee”) from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees), which an indemnitee may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any personal property, or any violation of governmental laws, regulations, or order to the extent caused by the other’s breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the other, its agents, employees or subcontractors in the performance of this Agreement. The obligations described in this paragraph shall survive termination or expiration of this Agreement.

7.0 Default. If a party defaults in the performance of any warranty, representation, term, condition, or provisions contained in this Agreement, the non-defaulting party shall notify the defaulting party of the default. The defaulting party shall have thirty (30) days to remedy the default, except that if the default is in the payment of money, the defaulting party shall have ten (10) days to remedy the default. In the event of an uncured default, in addition to any other remedies available under law, the non-defaulting party may terminate this Agreement immediately upon written notice. In addition, if a party fails to pay any sums when due hereunder more than two (2) times during the term hereof, the other party shall not be required to allow the defaulting party to remedy the default and can terminate the Agreement immediately upon written notice.

8.0 Insolvency. If a party or if any company owning more than fifty (50%) percent of such party: (i) does not pay its debts as they become due; or (ii) admits in writing its inability to pay its debts; or (iii) becomes insolvent; or (iv) makes a general arrangement or assignment for the benefit of creditors; or (v) undertakes any action or other proceedings seeking relief as a debtor or otherwise under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors or any such action or proceedings is brought against it; or (vi) seeks appointment of a receiver, liquidator, trustee, custodian or similar official for it or for all or any substantial part of its property or such a receiver, trustee, custodian, or similar official is appointed, whether sought by it or not, in addition to any other remedies available to it at law or otherwise, the other party may immediately terminate this Agreement by giving written notice to such party.

9.0 Notices. All notices, requests, demands and other communications hereunder (including notices of all asserted claims or liabilities) shall be in writing and shall be either delivered personally, or mailed by certified U.S. Mail, postage prepaid, return receipt requested, or sent by reputable overnight courier to the addresses herein designated or such other address as may be designated in writing by notice given in the manner provided herein, and shall be effective upon personal delivery thereof or upon receipt if sent by certified mail or 24 hours after deposit with an overnight courier.

If to Company: and to:	To the address set forth above, Attn.: President _____
If to District:	DELIVERY SERVICE: 14201 Del Monte Blvd., Salinas, CA 93908 USPS MAIL DELIVERY: P.O. Box 1670, Marina, CA 93933-1670 To the address set forth above, Attn.: General Manager

Either party may change its contact person or address by giving the other notice thereof in the manner provided in this Section.

10.0 Miscellaneous.

10.1 Assignment. This Agreement is not assignable by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld. A transfer by a party of substantially all of its assets to another entity (whether in one transaction or a series of transactions), or the merger or consolidation of a party with another entity, or the transfer of a controlling ownership interest of such party, will be deemed to constitute an assignment of this Agreement. Subject to the foregoing, this Agreement is binding upon the successors and assigns of each party.

10.2 Force Majeure. Neither party to this Agreement shall be responsible for any delays, losses, damages or failures of performances of any of its obligations under this Agreement where such delays, losses, damages or failures

are due to causes beyond the control of either party. Force Majeure events include, without limitation, acts of God, act of public enemy, riot, disorder, epidemic, landslide, lightning, earthquake, fire, storm, flood, civil disturbance, explosion, interference by civil or military authorities, strike, statute, ordinance, government order or ruling or similar cause beyond the control of either party. Force Majeure shall not include financial inability to perform.

10.3 Relationship of Parties. Nothing contained in this Agreement shall be intended to create, or does create, a partnership, joint venture, fiduciary or agency relationship.

10.4 Waiver. Except as otherwise provided herein, neither party’s waiver of any default or failure to enforce, the observance and performance of any term or condition of this Agreement at any time shall in any way affect, limit or waive such party’s right thereafter to enforce or compel strict compliance herewith and with every such term and condition. No course of dealings between the parties, no waiver by Company or District, and no refusal or neglect by Company or District to exercise any right hereunder or to enforce compliance with the terms of this Agreement shall constitute a waiver of any provision herein with respect to any prior or subsequent breach, actions or omissions hereunder, unless such waiver is expressed in writing and signed by the waiving party.

10.5 Rights and Remedies. Any specific right or remedy provided in this Agreement shall not be exclusive but will be cumulative of all other rights and remedies set forth herein or allowed by law.

10.6 Litigation. If there is any litigation between the parties with respect to this Agreement, then the prevailing party (the party entitled to recover costs of suit at such time as all appeals have been exhausted or the time for making such appeals has expired) shall be entitled to recover court costs and reasonable attorneys’ and experts’ fees in addition to such other relief as the court may award. These rights and obligations will survive the expiration and termination hereof.

10.7 Survival. Any term or condition of this Agreement intended by its terms to be observed or performed by either party after the expiration or termination hereof shall survive such expiration or termination and continue thereafter in full force and effect.

10.8 Governing Law. This Agreement shall be governed by and construed according to the laws of the state of California.

10.9 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which together shall be deemed an original, and all of which together shall constitute one and the same instrument.

10.10 Entirety of Agreement; Modification. This Agreement constitutes the entire agreement and understanding between the parties with respect to the matters contained herein. This Agreement may be modified or amended by a written instrument executed by both parties hereto. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision.

10.11 Confidentiality. The District is a public entity and a member of the California Special District Association. As a public entity, the terms of this Agreement are both public and non-confidential. The Company may request in advance, prior to delivery to the District, that any proprietary or other confidential information in connection with this Agreement (including without limitation financial, volume or pricing data) be treated as private and confidential and not disclosed to a third party (other than such party’s employees, lenders, attorneys, accountants or advisors who have a need to know such information and have agreed to keep such terms confidential), except in order to comply with any applicable law, regulation or rule or in connection with any court or regulatory proceeding; provided, however, each party shall, to the extent practicable, use reasonable efforts to prevent or limit any such required disclosure. The District will receive a legal opinion as to whether the documents to be provided by the Company qualify to be designated as proprietary and confidential, and will notify the Company of the findings of the legal opinion. For the accidental or unauthorized disclosure of any documents designated as proprietary and confidential by joint agreement of the parties, the parties shall be entitled to all remedies available at law or in equity to enforce, or to seek relief regarding, this confidentiality obligation.

Monterey Regional Waste Management District

WM (Company)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

RECYCLING AGREEMENT

THIS RECYCLING AGREEMENT (the "Agreement") is made this ____ day of _____, 202_, by and between _____ ("Company") and Monterey Regional Waste Management District ("District"), also known as "ReGen Monterey", with a location in Unincorporated County of Monterey at 14201 Del Monte Blvd., Salinas, CA 93908 (the "Facility").

WHEREAS, District owns and operates the Facility for the processing of recyclables; and

WHEREAS, the Company desires to pay District to accept/process certain recyclable materials and District wants to receive such materials for recycling purposes.

NOW, THEREFORE, the parties, for themselves, their successors, and assigns, in consideration of their respective undertakings and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby covenant and agree as follows:

1.0 Term: The term of this Agreement shall commence _____, 202_ and end on _____, 202_. This Agreement shall automatically renew for two (2) consecutive one (1) year terms thereafter, unless either party provides the other party with written notice of termination at least ninety (90) days prior to the expiration of the then current term.

2.0 Services and Rebates.

2.1 Company shall deliver (or cause to be delivered) to District at the Facility, and District shall receive from Company, the entire quantity of loose single stream recyclable material ("Recyclables" or also known as "SSR" materials) received from Company route collections of recyclable materials.

2.2 Company shall pay District for receiving and processing the Recyclables as stated below:

2.2.2 From _____, 202_ through _____, 202_ the price will be \$ ____ per ton.

2.2.3 Prior to _____, and prior to each subsequent June 30th during the duration of the Agreement, Company and District shall agree upon the new price for Recyclables processing by District for the new Fiscal Year beginning July 1st of each year. In the event the Company and District cannot agree on a price for the Recyclables, the Recyclables price will remain \$ ____ per ton on a month-to-month basis until a price is either agreed upon or the Agreement is terminated. Notwithstanding Section 1, entitled "Term" in the event a price cannot be agreed upon, prior to June 30 of any contract year, either party may terminate this Agreement with ninety (90) days written notice. In the event a price for the Recyclables is agreed upon, the Agreement will be amended by "Addendum" to reflect such price. Such amendment can be made in the form of a written addendum to this Agreement presenting the agreed upon rebate or charge that is signed and dated by both parties.

2.3 By the 5th of each month, District will provide a detailed summary of all deliveries of Recyclables delivered by or on behalf of Company in the previous month. Such report shall include an itemized listing of receipts showing date and time of delivery, truck number, net weight, price per ton and amount payable.

2.4 Company shall pay District the amount owed on or before the 15th of the month following the receipt of the District's invoice.

2.5 Title and risk of loss shall be transferred to District at the time of delivery of the recyclable materials and received by the District.

2.6 District will make all reports required by the State of California for all jurisdictions from which Recyclables are collected by Company.

2.7 Any benefits received from the State of California Department of Conservation from their Curbside Supplemental payments program during any calendar year shall accrue to the benefit of the Company that registered and operates the designated Curbside Recycling program assigned to receive the supplemental payment.

3.0 Quality.

3.1 Company warrants that at the time of delivery to District, all Recyclables shall be of the type of single stream material collected from residential and commercial locations ("Specifications") defined in the Franchise Contract for said location and acceptable to the District's processing services. The parties acknowledge that the District desires that the deliveries contain 90% or more of recyclable materials (e.g., 10% or less of non-recyclable materials (aka "contaminants" or "contamination")). In the event a load of Recyclables fails to meet such Specifications, then District shall promptly notify Company. Prior to rejecting or downgrading any Recyclables, the District shall immediately notify Company of such rejection, and hold such load (the "Questioned Load") for two (2) business days after such notification for Company's visual inspection. District shall also digitally photograph the Questioned Load and forward such photographs to

Company via email. If a Questioned Load is determined by both parties not to meet the Specifications, and the parties are unable to reach agreement as to an adjustment in price, Company shall, at its own cost and expense, cause the rejected load to be either transported to a location designated by Company or be disposed of by District by the least costly means reasonably available to District. If the parties are unable to agree or Company fails to respond in a timely manner, District may reject the load and Company shall, at its own cost and expense, cause the rejected load to be either transported to a location designated by Company or be disposed of by District by the least costly means reasonably available to District. If a Questioned Load was improperly rejected, all transportation and other fees or costs incurred by Company to transfer and dispose of the Questioned Shipment shall be borne by District. Failure to provide timely notification, provide photographs, or processing of the Recyclables shall be deemed acceptance and the amount owed as set forth above in Section 2 entitled "Services and Rebates" shall be paid in full with no deductions.

3.2 EXCEPT AS SET FORTH ABOVE, COMPANY HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED WITH RESPECT TO THE RECYCLABLES, THEIR MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS OR LOST SALES, OR ANY DUTY TO DEFEND, BY REASON OF ANY DEFECTS IN THE RECYCLABLES, OR BREACH BY COMPANY OF ITS WARRANTY. District's sole remedy for claims related to quality of the Recyclables shall be as set forth in Section 3.1 above.

4.0 Operations.

4.1 Company shall deliver (or cause to be delivered) the Recyclables to District. District guarantees that the wait time at its truck scale facility to weigh deliveries shall be no more than fifteen (15) minutes. Facility shall accept Recyclables delivered by Company Monday through Friday during its normal receiving hours or as otherwise agreed by the parties. The Facilities will be closed for the following Holidays: New Year's Day, July 4th, Thanksgiving and Christmas.

4.2 District will provide all necessary equipment and supplies associated with weighing trucks under this Agreement. District agrees to weigh all inbound deliveries and outbound trucks on a State Certified Scale with a current State Certified Seal.

4.3 District assumes the legal obligation to ensure that all its employees are legally authorized to work in the United States pursuant to all applicable immigration laws, child labor laws, and any other applicable labor or employment law. District warrants that it operates in accordance with and complies with the Immigration Reform and Control Act of 1986, and all other citizenship and immigration laws and regulations and complies with all other state and federal employment laws. Specifically, District warrants that all its employees have validated identity and authorization-to-work documents pursuant to U.S. Immigration and Naturalization laws and to maintain Employment Eligibility Verification Forms ("I-9's") on all its employees.

4.4 District shall handle, store and process the Recyclables in accordance with all applicable laws, rules and regulations promulgated by any government authority having jurisdiction over District as it relates to District's obligations set forth herein, including, but not limited to all health and environmental laws, 40 CFR parts 257 and 258 (Subtitle D. Regulations), 49 CFR (Federal Transportation Regulations), and 29 CFR (OSHA Regulations). District shall obtain and keep in effect any and all governmental licenses or permits required by law and provide Company copies evidencing compliance with those laws upon request.

4.5 Company makes no commitment or guarantee to the minimum or maximum quantity of Recyclables to be delivered under this Agreement.

4.6 District shall recycle the Recyclables for reuse and shall not deposit any Recyclables in landfills, except such residue left after appropriate processing of such Recyclables. Unless specifically authorized in writing, all material shall be Recycled and not Remarketed. "Recycled" means prior to resale or reuse all materials are (a) rendered unfit for their original use or (b) dismantled into component materials such as plastic, steel, aluminum, and glass. "Remarketed" means the resale as a product or as an operating component of a product or reuse of the material for use as it was originally intended. District shall sell 100% of the Recyclables for use by pulp processing mills and other markets for non-fiber Recyclables and shall not sell for any other purpose, including but not limited to, use as animal bedding.

5.0 Insurance. Both parties shall procure and maintain at its own expense, during the term of this Agreement at least the following insurance covering activities performed under this Agreement.

<u>Coverage</u>	<u>Limits</u>
Workers' Compensation	Statutory
Employer's Liability	\$1 Million each occurrence
Commercial Gen. Liability	\$2 Million per occurrence
(Including Completed Operations, Contractual Liability, Broad Form	\$3 Million annual aggregate

Property Damage)	
Automobile Liability	\$2 Million per occurrence
	\$3 Million annual aggregate
Umbrella/Excess Liability	\$5 Million per occurrence

The policy shall be endorsed to name the other party, its parents, subsidiaries and affiliates, as additional insureds to the extent of liability assumed hereunder and shall provide for thirty (30) days prior written notice of termination, cancellation, or material change in coverage.

6.0 Indemnification. Each party agrees to indemnify, save harmless, and defend the other, its affiliates, officers, directors, shareholders, employees and agents (each an “indemnitee”) from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees), which an indemnitee may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any personal property, or any violation of governmental laws, regulations, or order to the extent caused by the other’s breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the other, its agents, employees or subcontractors in the performance of this Agreement. The obligations described in this paragraph shall survive termination or expiration of this Agreement.

7.0 Default. If a party defaults in the performance of any warranty, representation, term, condition, or provisions contained in this Agreement, the non-defaulting party shall notify the defaulting party of the default. The defaulting party shall have thirty (30) days to remedy the default, except that if the default is in the payment of money, the defaulting party shall have ten (10) days to remedy the default. In the event of an uncured default, in addition to any other remedies available under law, the non-defaulting party may terminate this Agreement immediately upon written notice. In addition, if a party fails to pay any sums when due hereunder more than two (2) times during the term hereof, the other party shall not be required to allow the defaulting party to remedy the default and can terminate the Agreement immediately upon written notice.

8.0 Insolvency. If a party or if any company owning more than fifty (50%) percent of such party: (i) does not pay its debts as they become due; or (ii) admits in writing its inability to pay its debts; or (iii) becomes insolvent; or (iv) makes a general arrangement or assignment for the benefit of creditors; or (v) undertakes any action or other proceedings seeking relief as a debtor or otherwise under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors or any such action or proceedings is brought against it; or (vi) seeks appointment of a receiver, liquidator, trustee, custodian or similar official for it or for all or any substantial part of its property or such a receiver, trustee, custodian, or similar official is appointed, whether sought by it or not, in addition to any other remedies available to it at law or otherwise, the other party may immediately terminate this Agreement by giving written notice to such party.

9.0 Notices. All notices, requests, demands and other communications hereunder (including notices of all asserted claims or liabilities) shall be in writing and shall be either delivered personally, or mailed by certified U.S. Mail, postage prepaid, return receipt requested, or sent by reputable overnight courier to the addresses herein designated or such other address as may be designated in writing by notice given in the manner provided herein, and shall be effective upon personal delivery thereof or upon receipt if sent by certified mail or 24 hours after deposit with an overnight courier.

If to Company: and to:	To the address set forth above, Attn.: President _____
If to District:	DELIVERY SERVICE: 14201 Del Monte Blvd., Salinas, CA 93908 USPS MAIL DELIVERY: P.O. Box 1670, Marina, CA 93933-1670 To the address set forth above, Attn.: General Manager

Either party may change its contact person or address by giving the other notice thereof in the manner provided in this Section.

10.0 Miscellaneous.

10.1 Assignment. This Agreement is not assignable by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld. A transfer by a party of substantially all of its assets to another entity (whether in one transaction or a series of transactions), or the merger or consolidation of a party with another entity, or the transfer of a controlling ownership interest of such party, will be deemed to constitute an assignment of this Agreement. Subject to the foregoing, this Agreement is binding upon the successors and assigns of each party.

10.2 Force Majeure. Neither party to this Agreement shall be responsible for any delays, losses, damages or failures of performances of any of its obligations under this Agreement where such delays, losses, damages or failures are due to causes beyond the control of either party. Force Majeure events include, without limitation, acts of God, act of public enemy, riot, disorder, epidemic, landslide, lightning, earthquake, fire, storm, flood, civil disturbance, explosion, interference by civil or military authorities, strike, statute, ordinance, government order or ruling or similar cause beyond the control of either party. Force Majeure shall not include financial inability to perform.

10.3 Relationship of Parties. Nothing contained in this Agreement shall be intended to create, or does create, a partnership, joint venture, fiduciary or agency relationship.

10.4 Waiver. Except as otherwise provided herein, neither party’s waiver of any default or failure to enforce, the observance and performance of any term or condition of this Agreement at any time shall in any way affect, limit or waive such party’s right thereafter to enforce or compel strict compliance herewith and with every such term and condition. No course of dealings between the parties, no waiver by Company or District, and no refusal or neglect by Company or District to exercise any right hereunder or to enforce compliance with the terms of this Agreement shall constitute a waiver of any provision herein with respect to any prior or subsequent breach, actions or omissions hereunder, unless such waiver is expressed in writing and signed by the waiving party.

10.5 Rights and Remedies. Any specific right or remedy provided in this Agreement shall not be exclusive but will be cumulative of all other rights and remedies set forth herein or allowed by law.

10.6 Litigation. If there is any litigation between the parties with respect to this Agreement, then the prevailing party (the party entitled to recover costs of suit at such time as all appeals have been exhausted or the time for making such appeals has expired) shall be entitled to recover court costs and reasonable attorneys’ and experts’ fees in addition to such other relief as the court may award. These rights and obligations will survive the expiration and termination hereof.

10.7 Survival. Any term or condition of this Agreement intended by its terms to be observed or performed by either party after the expiration or termination hereof shall survive such expiration or termination and continue thereafter in full force and effect.

10.8 Governing Law. This Agreement shall be governed by and construed according to the laws of the state of California.

10.9 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which together shall be deemed an original, and all of which together shall constitute one and the same instrument.

10.10 Entirety of Agreement; Modification. This Agreement constitutes the entire agreement and understanding between the parties with respect to the matters contained herein. This Agreement may be modified or amended by a written instrument executed by both parties hereto. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision.

10.11 Confidentiality. The District is a public entity and a member of the California Special District Association. As a public entity, the terms of this Agreement are both public and non-confidential. The Company may request in advance, prior to delivery to the District, that any proprietary or other confidential information in connection with this Agreement (including without limitation financial, volume or pricing data) be treated as private and confidential and not disclosed to a third party (other than such party’s employees, lenders, attorneys, accountants or advisors who have a need to know such information and have agreed to keep such terms confidential), except in order to comply with any applicable law, regulation or rule or in connection with any court or regulatory proceeding; provided, however, each party shall, to the extent practicable, use reasonable efforts to prevent or limit any such required disclosure. The District will receive a legal opinion as to whether the documents to be provided by the Company qualify to be designated as proprietary and confidential, and will notify the Company of the findings of the legal opinion. For the accidental or unauthorized disclosure of any documents designated as proprietary and confidential by joint agreement of the parties, the parties shall be entitled to all remedies available at law or in equity to enforce, or to seek relief regarding, this confidentiality obligation.

Monterey Regional Waste Management District

(Company)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

MEMO

Consent
Item #: 6



Meeting Date: October 20, 2023

To: Board of Directors
From: Senior Engineer, David Ramirez
Approved by: General Manager, Felipe Melchor

Subject: Receive Module 7 Phase 3 – Project Update

RECCOMENDATION: That the Board receive the Module 7 Phase 3 Project Update.

BACKGROUND

On March 24, 2023 ReGen's Board of Directors authorized the General Manager to execute a public works construction contract for the Module 7 Phase 3 – Excavation and Liner Project with Graniterock Construction of Watsonville, CA, in the amount of \$7,991,500.

DISCUSSION

The Module 7 project team is currently addressing various aspects of the Module 7 Phase 3 – Excavation and Liner Project that have slowed the rate of construction progress. Several noteworthy developments have occurred, including most of the engineered fill completion, constructability challenges, and winterization (wet weather) preparation efforts.

1. **Project Progress:** Graniterock Construction has performed the clearing and grubbing required for the liner work and improved their methods of intercepting the groundwater seepage (e.g., dewatering) to allow drying of the saturated subgrade soils in the Module footprint. In addition, Graniterock Construction has completed about 80% of the engineered fill for the project. Onsite soil material that was stockpiled near the southeast corner of the property, as part of the mass grading work done during Phases 1 and 2 of the Module 7 project, was used for the engineered fill construction that has been completed to-date.

Graniterock is working on completing the permanent groundwater intercept sub-drain system (e.g., underdrain), which is an integral part of managing groundwater levels efficiently during and after the liner construction. This system will collect groundwater from the underdrain system and convey it out from under the liner system to a storm water retention pond located outside of the developed landfill area.

2. **Groundwater Seepage Challenges:** Groundwater seepage challenges were anticipated during construction due in part to having the Module 7 area excavation mostly completed prior to Phase 3 and from experience in Modules 4 and 5 construction. As slopes were

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@ReGenMonterey

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being prepared in the Module 7 footprint, surface soil material near the toe of slope was destabilized (e.g., moved) by groundwater seepage in many locations, thus disturbing 'finished grades' and unsuitable for receiving liner materials. This instability needed to be corrected before construction could continue. The design team engineered a solution that maintains the materials on the slopes by ballasting up the slopes with rock and geotextile fabric. With this engineered solution the slope has been stabilized, allowing work to progress, and continuity with control of groundwater seepage to the permanent underdrain system.

3. **Construction Document Challenges:** The project's construction documents did not illustrate the full extent of the module excavation that had been accomplished as part of the Phase 2 construction activities. Actual ground surface elevations were close to final subgrade elevations and some of the groundwater seepage conditions had been exposed (as opposed to having five (5) or more feet of soil to excavate as illustrated in the construction documents). This was defined early in the project during the contractor's 'layout' activities and contributed to a project delay as it affected the construction equipment and sequencing that the contractor had planned for the excavation and engineered fill construction. As a result, the contractor had to i) demobilize certain equipment to other projects and ii) mobilize a different set of equipment to the site at a later date. During the equipment changeout period the contractor worked with ReGen to assure that minimal costs were incurred as a result of the equipment change. The delay was a couple of months and has resulted in the liner installation to be re-scheduled to early next year and after the wet weather season.
4. **Winterization of Construction Area:** At this point in the project (e.g., mid-October), Graniterock is preparing the construction site for the winter wet weather season. Graniterock has been authorized to supply and install a reinforced plastic sheet cover material to be placed over the exposed subgrade surfaces of the lower (e.g., downgradient) half of the module area. The plastic sheet cover will be placed on both the slope and floor areas of the lower half of the module. The plastic cover will help protect (e.g., minimize) the subgrade surface from erosion and saturation, and to protect the permanent underdrain system from contamination by sediments carried by storm water runoff in the module area. This winterization process is deemed crucial to safeguard that portion of the construction site from potential weather-related disruptions.

In addition, project construction materials that are stored onsite by the contractor have been protected and covered from the weather elements to ensure that they remain viable and ready for installation after the winter wet weather season has ended.

SCHEDULE AND FINANCIAL IMPACTS

Given the project construction impacts noted above, the project is slated for completion in Summer 2024. The financial impacts of these changes have not been quantified completely given the unknown impacts of groundwater seepage control challenges to the installation of the



of the permanent underdrain system that is currently occurring at this time. The details of the financial impacts will be provided with the January 2024 project update once more is known about the construction progress over the next four (4) to five (5) weeks. Currently, about \$228,000 in change orders have been documented on the project with more to be negotiated with Graniterock Construction once the engineered fill, underdrain system installation, and final subgrade excavations are completed.

LANDFILLING IMPACTS

The construction delays and related change to the Module 7 Phase 3 landfill liner completion date does not impact the current landfilling operations plans significantly. Sufficient 'airspace' (e.g., waste disposal capacity) exists in the current lined areas of the landfill to ensure that waste filling operations can continue as planned for more than a year.

CONCLUSION

The Module 7 Phase 3 – Excavation and Liner Project continues to progress, albeit with some challenges related to groundwater seepage management, winterization, and related design refinements. These impacts appear to have been mitigated and the project team is now preparing the construction site for the winter season. The adjusted project completion timeframe is the Summer of 2024. The project team will provide ongoing updates as further progress is made and details are known.

MEMO



**Discussion/Action
Item #: 9**

Meeting Date: October 20, 2023

To: Board of Directors
From: Director of Engineering, Guy R. Petraborg
Approved by: General Manager, Felipe Melchor

Subject: Approve Limited Term Pilot Study Agreement with Loci Control, Inc. of Wareham, MA. for Automated Control of LFG Collection Wells not to exceed a cost of \$110,000

RECOMMENDATION: That the Board authorize the General Manager to execute a limited term Pilot Study Agreement with Loci Control, Inc. of Wareham, MA. for Automated Control of LFG Collection Wells not to exceed a cost of \$110,000 subject to District Legal Counsel's Concurrence to Form.

Background

ReGen Monterey began collecting landfill gas (LFG) in 1983 when the landfill was about 60 to 65 acres in size. A handful of collection wells were installed at that time and conveyed the LFG to a skid-mounted container with an internal combustion engine and electrical generator to produce renewable energy. At that time, LFG collection systems were in their infancy in the solid waste industry and, even more unusual, were landfill gas to energy projects. At that time, it was not typical for landfills to have a LFG collection system and, if they did, it was connected to a flare to destruct the LFG. Forty years later, approximately 163 acres of the 315-acre permitted Monterey Peninsula Landfill has now been developed for waste disposal. Currently, there are more than 80 LFG wells in the waste mass. The collected LFG is used in the four (4) engine-generator sets to produce about 5 megawatts of renewable energy and/or the enclosed LFG Flare. The LFG destruction equipment are abatement devices for the purpose of controlling emissions from the landfill.

Discussion

The image below presents a typical landfill gas wellhead assembly. The wellhead assembly has a tuning valve and several monitoring ports that can be used manually to test the quality and flow rate of LFG using a portable detection device. Each LFG well is manually monitored at least once per month for compliance recording/reporting and tuning purposes. To complete the field monitoring of the currently developed (~163 acres) Monterey Peninsula Landfill's collection wells it takes two (2) persons an entire day. Please note that the currently developed landfill area is about one-half of the final 'footprint' area of the 315-acre permitted landfill and the associated field monitoring of LFG wells can be expected to take twice as long to complete.

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FIGURE 1: Typical LFG Wellhead Assembly



In contrast to the manual field monitoring process being completed once or twice a month, an automated control of a LFG collection well is capable of monitoring the well once or twice an hour if desired. This degree of control on a LFG collection well has been found to be appropriate as changes in the well's 'environmental conditions' can occur several times a day. Most of these changes warrant a tuning adjustment of the LFG wellhead to control the quality and quantity of the gas collected. Conditions that impact LFG quality and quantity include, but are not limited to, the following:

- Changes in ambient temperature,
- Changes in Barometric Pressure,
- Precipitation caused changes to near surface soil conditions,
- Accumulation of liquids in the collection well (not common on the semi-arid Central Coast region),
- Disturbance by wildlife or persons, and
- Changes in the type and quantity of organics (decomposable fraction) in the waste stream

Being able to manage the LFG quality and quantity automatically several times a day, and to "Control Set Points" that are managed by the operator, allows for optimizing LFG collection and control system performance. In the last 5 years or so, this has become increasingly important as Renewable Natural Gas (RNG) development projects have become increasingly popular.

The ability to automatically adjust a LFG collection well several times a day to operator managed "Control Set Points" represents an additional 'tool' for ReGen to use to improve quality and quantity of LFG collected and, as a result, reduce any 'fugitive surface emissions' from the landfill. Figure 2 below presents a partial list of benefits of an automated LFG well control system.



FIGURE 2: Partial List of Benefits of Automated Control of LFG Collection Wells

Loci Automated Landfill Gas Collection

Increases Landfill Gas Collection By 15% or More

Loci Controls increases revenue through improved gas flow and quality and decreases costs and reduces risks through more efficient operations.

 <p>Increase Revenue</p> <ul style="list-style-type: none">✓ Maximize methane gas flow✓ Control N2 in the wellfield✓ Automated valve adjustments✓ Better collection efficiency✓ Reduce plant downtime	 <p>Increase Productivity</p> <ul style="list-style-type: none">✓ For both plant and employees✓ Lower labor cost for wellfield tuning and O&M✓ Reduce plant maintenance costs	 <p>Reduce Environmental, Health & Safety Risks</p> <ul style="list-style-type: none">✓ Reduce man hours spent in wellfield✓ Reduce fugitive LFG emissions✓ Reduce odors
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FIGURE 3: Typical Loci Control Equipped LFG Collection Well

Automated Landfill Gas Collection with Loci

Our collection well mounted products make continual, automated adjustments to valve position based on measurements to respond to the constantly changing environment.

MEASURE

- H64
- CH₄ 58.5%
- CO₂ 41.0%
- O₂ 0.1%
- Balance Gas 0.4%
- Flow (SCFM) 41
- LFG Temp. 88 F

CONTROL

Automated tuning through control algorithm
User gas composition thresholds

SERVICE

Automated calibration
Routine maintenance
Rapid troubleshooting leveraging field technicians

FIGURE 4: Example Loci Control Interface Screenshot

WellWatcher Platform

Our cloud-connected online platform displays live data from each well and allows users to view historical data through our user interface.

YOUR LOGO HERE

Dashboard

Map View

Table View

Well Details

Reports

Settings

Active Wells: 210

Total CH₄ Flow: 5,302 SCFM

Total LFG Flow: 8,841 SCFM

Total CO₂: 45.0%

Total CH₄: 60.0%

WELLWATCHER FEATURES

- ✓ 24/7/365 remote visibility on LFG operations
- ✓ Accessible via desktop, laptop and tablet
- ✓ Visual trending
- ✓ Proprietary algorithms
- ✓ Increased technician productivity



FINANCIAL IMPACT

Staff estimates that the monthly fee for the limited term Pilot Study is \$8,000 (refer to Page 2 of the attached Service Agreement; Items # 1 and 2 only; Item #3 not required) or a cost of \$96,000 for the 12-month study period. In addition, staff is estimating a \$10,000 cost for Shipping and Installation costs, and \$4,000 as a contingency amount should incidental costs be experienced during the pilot study. Thus, a total cost of \$110,000 is estimated for the 12-month study period to assess the operational performance of automated control of twenty (20) LFG collection wells.

Funds for this limited term Pilot Study project (12 months) are not included in the FY2023/2024 operating expense budget (~7 months of the pilot study or ~\$66,000) and will need to be included in the FY2024/2025 expense budget (~5 months of the pilot study or ~\$44,000). Staff will manage the expenses budgeted for LFG operations for the remaining 7 months of the FY2023/2024 budget year to maintain the approved budget in this category.

CONCLUSION

Conducting a study to assess the operations, functionality, performance, and costs of an automated control of LFG collection wells will help inform future discussions and decisions about prospective capital investments in the LFG Collection and control system (GCCS) inclusive of both the landfill's piping systems (collection and distribution) and the LFG destruction systems (abatement and control devices such as the enclosed flare and the renewable energy gen-sets). Staff therefore recommends the Board authorize the General Manager to execute a limited term Pilot Study Agreement with Loci Control, Inc. of Wareham, MA. for Automated Control of LFG Collection Wells not to exceed a cost of \$110,000 subject to District Legal Counsel's Concurrence to Form.

ATTACHMENT: Service Agreement from Loci Controls, Inc. dated 10/11/2023

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LOCI REAL TIME DATA AND CONTROL SYSTEM FOR LANDFILL GAS COLLECTION

Service Agreement

Agreement Date: <u>10/11/2023</u>	Agreement No: <u>09182023-Monterey</u>
<u>LOCI</u>	<u>COMPANY</u>
Name: <u>Loci Controls, Inc.</u>	Name: <u>Monterey Regional Waste Management District</u>
Address: <u>14 Kendrick Road, Suite 2</u>	Address: <u>14201 Del Monte Blvd</u>
City/State/Zip: <u>Wareham, MA 02571</u>	City/State/Zip: <u>Salinas, CA 93908</u>
Contact Name: <u>Raynor Roszkowicz</u>	Contact Name: <u>Guy Petraborg</u>
Phone No.: <u>(774) 991-4303</u>	Phone No.: <u>831-384-5313</u>
Email: <u>raynor@locicontrols.com</u>	Email: <u>gpetraborg@regenmonterey.org</u>

Description of Services:	The Loci Real Time Data and Control System for Landfill Gas Collection Service Agreement (“Agreement”) is made and entered into between Company and Loci (herein after individually referred to as a “Party” and together as the “Parties”). Loci or its Representatives shall, install, operate, and maintain real time data and control system for landfill gas collection equipment as configured for the Location’s (as defined below) installation site as designated in this Agreement (specifically, Loci Controllers and Loci Sentries, the “Equipment”) and provide the associated services further detailed in Attachment A-Scope of Services (the “Services”).		
Installation Site:	14201 Del Monte Blvd, Salinas, CA 93908 (the “Location”)		
Landfill Owner:	Monterey Regional Waste Management District (“ReGen Monterey” or “ReGen”)		
Installation Date:	TBD		
Term:	One (1) Year		
Term Start Date:	Term begins when Loci invoices for first month of service fees	Term End Date:	Twelve (12) months from the Term Start Date or until terminated by either Party per the Term Section of this Agreement
Attachments:	A – Scope of Services;		
Notes:	The number of anticipated Loci units required to support Company gas collection operations are set forth in the schedule of Subscription Fees below and Loci is obligated to provide only the number of units so described; however, the number of applicable units can be modified in the future by a mutually approved amendment to this Agreement.		
Pricing Expiration Date:	December 31, 2024	Service fees subject to change if installation date isn’t defined before pricing expiration date	

Loci Controls
14 Kendrick Road, Suite 2
Wareham, MA 02571

LOCI REAL TIME DATA AND CONTROL SYSTEM FOR LANDFILL GAS COLLECTION

SERVICE FEES – (to be invoiced monthly)					
Item #	Product/Description	Qty of Units	Term in Months	Charge Per Unit	Total
1	Sentry	TBD	12	\$365.00	\$TBD
2	Controller	20	12	\$365.00	\$7,300.00
3	Liquid Level Measurement, add-on	TBD	12	\$35.00	\$TBD
				Total – Monthly Fee	\$TBD

SERVICES – INSTALL (one-time fees to be invoiced upon completion)					
Item #	Product/Description	Units	Qty	Charge Per Unit	Total
1	Shipping/Installation Fees	Ea.	TBD	\$400.00	\$TBD
2	Additional Installation Fees –				TBD after Site Survey
				Total	\$TBD

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THE FOLLOWING PAGES SET FORTH ADDITIONAL TERMS

LOCI REAL TIME DATA AND CONTROL SYSTEM FOR LANDFILL GAS COLLECTION

Service Agreement Continued Terms

1. **Equipment and Services.** Loci shall provide and install the Equipment and diligently perform the Services for Company as described on Page 1. Notwithstanding the method of installation of the Equipment at the Location, the Equipment shall not be considered a "fixture" with respect to Company's assets, and all Rights, Title, and Interest to the Equipment installed at Location shall be retained by Loci. The Parties shall protect and keep the other Party free and clear from the filing of any liens or encumbrances upon the title to the Equipment, or the assets of Company. Loci shall devote such working time as is necessary to the proper installation of the Equipment as promptly as possible but no later than the Installation Date on Page 1.
2. **Agreement.** This Agreement sets forth the entire agreement between Loci and Company, and no terms, conditions, understanding, or agreement purporting to modify or vary the terms of this Agreement shall be binding unless hereafter made in writing and signed by Loci and Company. All documents listed as Attachments on Page 1, shall be incorporated into this Agreement; however, in the event of any conflict between attachments and the terms and conditions of this Agreement, the terms and conditions of this Agreement as expressly stated herein will take precedence.
3. **Term.** The term of this Agreement shall commence on the Term Start Date and shall continue for one (1) year unless terminated by either Party upon thirty (30) days written notice. Loci shall remove all Equipment within thirty (30) days of termination at no charge to Company.
4. **Payment Terms.** Amounts to be paid by Company to Loci for the Equipment and Services is set forth on Page 2. Monthly Service Fees shall be invoiced on the 15th of each month and will be due and payable in advance of the first day of each month. Company shall make all payments electronically through Automated Clearing House ("ACH"). Upon execution of this Agreement, Loci shall provide Company with an ACH enrollment form which Company shall promptly complete and return to Loci. All other fees listed on Page 2 shall be invoiced upon completion of Services and shall be due and payable net, ten (10) days from the invoice date.
5. **Assignment.** Company may not, without the written consent of Loci (which consent shall not be unreasonably withheld, conditioned, or delayed), assign this Agreement and any of its rights or obligations hereunder; provided, however, that Company may assign this Agreement without Loci's prior written consent to an affiliate of Company or to the successor in interest to Company's business in the event of a merger, consolidation, or sale of all or substantially all of the assets of such business. In the event of any assignment to which Loci has not consented, Company shall remain liable as a guarantor for any payment obligations incurred under this Agreement before such assignment. Loci shall not assign this Agreement without the prior written consent of Company (which consent shall not be unreasonably withheld, conditioned, or delayed); provided, however, that Loci may assign this Agreement without Company's prior written consent to an affiliate of Loci or to the successor in interest to Loci's business in the event of a merger, consolidation, or sale of all or substantially all of the assets of such business.
6. **Confidential Information.** (a) In its performance of the Services, Loci and Company may receive, or become aware of information, data, or communications of a proprietary nature ("Confidential Information"). Loci and Company shall protect and maintain the secrecy of the Confidential Information, and not discuss with, or disclose to, any third party the Confidential Information, without the prior written consent of the other Party. Loci has the right to use the data collected during the term of this Agreement, for internal or external purposes, so long as no identification of the Company, or the Location, is made, or is attributable to the data. Loci and Company shall make its employees, subcontractors, consultants, agents, officers, directors, investors, and lenders (collectively "Representatives") aware of the obligations hereunder and secure their agreement to the terms hereof. Upon termination of this Agreement, all Confidential Information, with the exception of the data collected by Loci, shall be returned to the Party providing such Confidential Information or destroyed, except that this requirement shall not apply to Confidential Information that is retained as part of automatic electronic data backup systems or processes as may be required by law, other regulatory requirements, or internal document retention policies, provided that such Confidential Information remains subject to this Agreement. These obligations of confidentiality shall survive the termination of this Agreement.
 - (b) Notwithstanding the foregoing, the obligations in this Section 6 shall not apply to information which is:
 - (i) already in the public domain;
 - (ii) disclosed to either Party by a third party with the right to disclose it in good faith; or
 - (iii) specifically exempted in writing from the applicability of this Agreement.

LOCI REAL TIME DATA AND CONTROL SYSTEM FOR LANDFILL GAS COLLECTION

7. **Compliance with Laws and Company Safety Requirements.** Loci shall, and shall require all of its employees, subcontractors, consultants, and agents to comply with all (i) federal, state, and local laws, regulations, rules, ordinances, and orders of any kind which are applicable to Loci's installation of the Equipment and performance of the Services and (ii) safety, health, or other administrative requirements, rules, regulations, or procedures adopted by Company. All field personnel that are authorized representatives of Loci shall complete Loci's safety training prior to the performance of any Services hereunder.
8. **Indemnification.** Loci and Company shall indemnify, hold harmless, and defend the other Party, its affiliates and parent companies, from and against any and all claims, actions, suits, damages, liabilities, costs, and/or expenses (including, without limitation, attorney's fees and expenses of investigation), regardless of whether they arise out of, or result from, third party claims, resulting from (i) personal injury (including, without limitation, death) to any Party (including, without limitation, Loci, Company, and their employees), or (ii) damage to the property thereof, which are caused by or arise in connection with Loci's or Company's performance under this Agreement, irrespective of the cause of such injuries or damage, unless caused by either Party's or third parties' gross negligence or willful misconduct or breach of this Agreement. The indemnity obligations in this Section 8 shall survive in all respects the termination of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, each Party hereby releases the other Party from liability for indirect, special, punitive, exemplary, or consequential damages or losses including, but not limited to, damages or losses for lost production, lost revenue, lost product, lost profits, lost business, or business interruptions unless such damages are caused by the gross negligence or willful misconduct of the liable Party.
9. **Independent Contractor.** Loci shall act as an independent contractor pursuant to this Agreement and nothing herein shall create an agency relationship between Company and Loci. Furthermore, Loci understands that it has no authority to make or imply any commitments which are binding upon Company without written consent of Company. Loci has the right to use the data collected during the term of this Agreement, for internal or external purposes, so long as no identification of the Company is made. None of Loci's employees or agents shall be considered or in any way represent themselves as being employees of Company or be entitled to any of the benefits supplied by Company to its own employees.
10. **Insurance.** During the term of this Agreement, Loci shall keep in force the following minimum insurance coverages on an occurrence basis with insurance companies rated "B+" or better by A.M. Best rating service:

COVERAGES	LIMITS OF LIABILITY
Workers' Comp Employers' Liability Insurance	Statutory Per Occurrence \$1,000,000
Comprehensive General Liability (including Contractual Liability and Completed Operations)	Per Occurrence \$2,000,000 General Aggregate \$2,000,000
Comprehensive Automobile Liability Insurance, including non-owned and hired vehicle coverage	For bodily injury and property damage Per Occurrence \$1,000,000
Comprehensive Excess Umbrella	Per Occurrence \$2,000,000

The comprehensive general liability insurance shall be specifically endorsed to provide coverage for the contractual liability accepted by Loci in this Agreement. Said insurance policies shall contain cross liability provisions and shall name Company as additional insured to policies A, B, C, & D above with respect to all activities arising out of the performance of the Services under this Agreement. Prior to commencing performance of the Services, Loci shall furnish Company certificates of insurance or other evidence satisfactory to Company to the effect that such insurance has been procured and is in force. At least thirty (30) days prior to the expiration of any of the insurance policies required herein, Loci shall furnish Company certificates of insurance, in accordance with the terms hereof, evidencing the renewal of such insurance for a period equal to at least the earlier of (a) the expiration of the term of this Agreement and (b) one (1) year from the date of expiration of the then current insurance policies. Such Certificates shall afford Company thirty (30) days written notice of cancellation or of a material change in coverage.

11. **Standard of Performance.** For so long as the Services set forth herein are being provided by Loci: (a) Loci warrants that the Services shall be performed in a good and workmanlike manner, consistent with that level of care and skill ordinarily exercised

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by other reputable contractors under similar circumstances at the time the Services are performed. Loci further warrants that Loci will have good title, free and clear of any liens, to any and all materials and supplies provided by Loci hereunder and such materials and supplies shall be fit for their intended purpose, free from any defects, and conform to the specifications and descriptions set forth herein, if any. The foregoing warranties shall survive any inspection or acceptance of the materials, supplies, Services, and payment therefor by Company and shall run to Company and its successors, assigns, and customers and shall not be exclusive. (b) Loci shall, at its expense, re-perform all Services and replace all materials and supplies which fail to conform to the foregoing warranties. Loci shall be responsible for all repair and replacement costs for up to two (2) damaged units of Equipment per term of this Agreement. After which, Company shall be responsible for repair or replacement costs (up to \$5,000 for a Controller and \$5,000 for a Sentry) for damage to Equipment.

12. **Governing Law; Arbitration; Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware without regard to its conflict-of-law rules. In the event the Parties are unable to in good faith resolve any dispute or claim arising out of, relating to, or having connection with this Agreement, following a period of ten (10) days after written notice of a dispute to allow for such good faith negotiations between the Parties, such dispute or claim shall be referred to and finally, and exclusively resolved by binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with its General Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such arbitration shall take place in Monterey County, California before a single arbitrator selected in accordance with the procedures of the AAA unless the amount in issue exceeds \$1,500,000, in which case, there shall be a panel of three (3) AAA arbitrators appointed in accord with the AAA rules, each of whom shall be a licensed attorney with not less than fifteen (15) years practice experience. Any arbitration hearing shall commence within 180 days of the filing of the initial demand and conclude within thirty (30) days of the initial hearing date. The arbitrator or applicable panel shall be authorized to limit discovery to the extent necessary to complete the proceedings during the allowed time period. The foregoing agreement to arbitrate shall not limit a Party from pursuing, without pre-filing negotiation, emergency injunctive relief with the AAA under Rule 38 of the General Commercial Rules or in a court of competent subject matter jurisdiction in Monterey County, California.
13. **Permits, Licenses, Taxes.** During the term of this Agreement, Loci has and will maintain all licenses and permits required for the performance of the Services. Company agrees to pay taxes (other than federal and state income taxes on the income of Loci) incurred solely due to Company's use or operation of the Equipment during the term of this Agreement. If Loci or any other agent of Loci incurs any such costs or expenses, Company agrees to promptly reimburse Loci for the same.
14. **Wireless Service.** Company expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and that Company is not a third-party beneficiary of any agreement between Loci and the underlying carrier.
15. **Severability.** If any term or provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable, the remainder of this Agreement or the application thereof to any circumstance other than that to which it is invalid or unenforceable shall not be affected.
16. **Notices.** All notices, requests, and other communications under this Agreement must be in writing, and must be mailed by registered or certified mail, postage prepaid and return receipt requested, or delivered by hand to the Party listed on Page 1, or sent by fax, or sent by e-mail. Notice shall be given to the Parties at the addresses on Page 1. Either Party may change the individual or location for receipt of notice hereunder by providing written notice to the other Party in the manner described in this Section.

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LOCI REAL TIME DATA AND CONTROL SYSTEM FOR LANDFILL GAS COLLECTION

In witness whereof, the Parties accept this Service Agreement	
Loci Controls, Inc.	Monterey Regional Waste Management District
_____ (LOCI)	_____ (COMPANY)
By: _____ (Signature)	By: _____ (Signature)
_____ (Authorized Agent's Typed Name and Title)	Felipe Melchor, General Manager _____ (Authorized Agent's Typed Name and Title)
Date: _____	Date: _____

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THE FOLLOWING PAGES SET FORTH ADDITIONAL TERMS

LOCI REAL TIME DATA AND CONTROL SYSTEM FOR LANDFILL GAS COLLECTION

ATTACHMENT A
SCOPE OF SERVICES

Loci and Company agree to the following scope of services to be provided by Loci at the designated Location, as shown on Page 1.

1. Equipment.
 - a. General Terms. Loci or its Representatives shall install, operate, and maintain real time data and control system for landfill gas collection Equipment as configured for the Location as designated on Page 1. Final Equipment configuration may change over time based on optimizing the Location's gas collection process and economics.
 - b. Title to the Equipment. Title to the Equipment shall be retained by Loci. The Equipment shall not be considered a "fixture" with respect to the Company's assets, notwithstanding the method of installation of the Equipment at the Location.
 - c. Maintenance and Repair. Loci shall be responsible for all maintenance of Equipment during the term of this Agreement. Loci shall be responsible for all repair and replacement costs for up to two (2) damaged units of Equipment per term of this Agreement. After which, Company shall be responsible for repair or replacement costs (up to \$5,000 for a Controller and \$5,000 for a Sentry) for damage to Equipment.
 - d. End of Term Obligations. Unless mutually agreed upon, Loci shall remove all Equipment within thirty (30) days of the termination date at no cost to Company. Company shall permit Loci and its Representatives access to the Location at times reasonably necessary for the purposes of effecting such removal.
2. Schedule and Term. Loci plans to complete installation of Equipment as noted on Page 1. Services, as defined in Section 3(a), shall commence as of the date the installation is completed and shall continue unless terminated with thirty (30) days written notice by either Party in accordance with the terms herein.
3. Scope of Work, Terms and Conditions. Loci shall provide the following Services to Company under the terms and conditions set forth hereunder:
 - a. Software and Services Provided.
 - i. At mutually agreed upon intervals, Loci shall provide remote monitoring and recording of gas composition including CH₄, CO₂, Balance Gas (trace, and N₂), LFG and CH₄ flow, LFG temperature, pressure above and below Loci actuated valve (Pa and Pb), and valve position, ("Data") gathered from each well-head where the Loci Equipment has been installed. For Sentry H header monitoring, Loci shall provide remote monitoring and recording of pressure, temperature, gas composition including CH₄ percentage, external mechanical flow meter flow, O₂, CO₂, and Balance Gas.
 - ii. Loci shall provide Company access to the Loci web based WellWatcher™ Analytics Platform that displays current and historical Data associated with the well-field operations.
 - iii. Within thirty (30) days after installation, Loci shall commence automated valve control of all Controllers and adjust individual well-head flow to maximize methane energy value while maintaining Data control parameters as defined:
 1. CH₄ equal to or greater than TBD
 2. O₂ as a process control variable equal to or less than TBD
 3. Balance Gas equal to or less than TBD
 - iv. Loci will not be responsible for control of Equipment or Company access to Data if communication to/from the Location is disrupted for any reason. If the communication disruption is due to Loci's Equipment, restoration of services will occur as quickly as commercially reasonable.

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b. Company's Obligations:

- i. Access to the Location. Company shall provide Loci with reasonable access to the Location during the term such that Loci may install, operate, maintain, and remove the Equipment upon termination of this Agreement.
- ii. System Performance Data. Company shall provide to Loci, upon request, the following landfill system performance data from the Location as generated throughout the term:
 - a. System vacuum
 - b. Total system flow
 - c. Odor complaints
 - d. Aggregate Flow and Gas Composition data from Plant Chromatograph
- iii. Notice of Outage. Company shall make commercially reasonable efforts to provide Loci with forty-eight (48) hours' advance notice of:
 - a. Well collection or power system maintenance at the Location
 - b. Timely notice of planned or unplanned outages at the Location
- iv. Company shall, at its sole cost, provide routine maintenance of the wells with installed Equipment to ensure proper functionality of the well. As necessary, maintenance or replacement of the following will be required of Company:
 - a. Manual valve and/or manual valve stem
 - b. Quick connect fittings on the well-head
 - c. Flexible tubing
 - d. Replacement well-heads
 - e. Headers, jumpers, leachate removal, pumps, etc.
- v. Reporting. Company will be responsible for all reporting required by the United States Environmental Protection Agency (EPA) and/or other relevant regulatory bodies related to monitoring of specific well-heads. Installation of Loci Equipment will not interfere with Company's ability to take measurements at all well-heads for compliance purposes.
- vi. Override and Tampering: Company, at its sole discretion, has the right to operate the manual valves ("Override") where the Loci Equipment has been installed. Except in emergency, Company will notify Loci in the event of any proposed Override at least twenty-four (24) hours prior to making any changes. Company will not tamper with or make changes to the Equipment except as provided above.

c. Responsibilities. Parties to this Agreement will divide responsibilities as follows:

All reporting to EPA or other regulatory bodies	Company
All required well-head compliance measurements	Company
Maintenance of well-field	Company
Maintenance, calibration, etc. of Loci Equipment installed	Loci
Control of well-heads with Loci Equipment installed	Loci
Advice to Company on gas collection system enhancements and support in troubleshooting well field operational problems	Loci

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LOCI REAL TIME DATA AND CONTROL SYSTEM FOR LANDFILL GAS COLLECTION



Staff Reports
Item #: 11

Meeting Date: October 20, 2023

To: Board of Directors
 From: Accounting Manager, Garth Gregson
 Approved by: General Manager, Felipe Melchor

Subject: September 2023 Financial Review

Financial & Operations Review September 2023

	September	Month Budget	B/(W) Budget	Year to Date	YTD Budget	B/(W) Budget
Tipping Fees Revenue	\$ 3,217,981	\$ 3,254,795	\$ (36,813)	\$ 9,825,826	\$ 9,981,370	\$ (155,543)
Other Sales Revenue	1,156,288	949,348	206,941	3,338,279	2,911,334	426,945
* Total Operating Revenues *	4,374,270	4,204,142	170,127	13,164,105	12,892,704	271,402
* Operating Expenses *						
Employment Expenses	1,522,875	1,561,841	(38,966)	4,622,761	4,789,647	(166,886)
Non-Employment Expenses	2,132,849	1,927,403	205,446	6,331,792	5,782,813	548,980
* Total Operating Expenses *	3,655,724	3,489,245	166,479	10,954,553	10,572,459	382,094
** Operating Income **	718,546	714,898	3,648	2,209,552	2,320,244	(110,692)
* Non-operating Revenues (Expenses) *	88,202	(39,336)	127,538	80,861	(113,596)	194,457
*** Change in Net Position ***	\$ 806,748	\$ 675,562	\$ 131,186	\$ 2,290,413	\$ 2,206,649	\$ 83,765

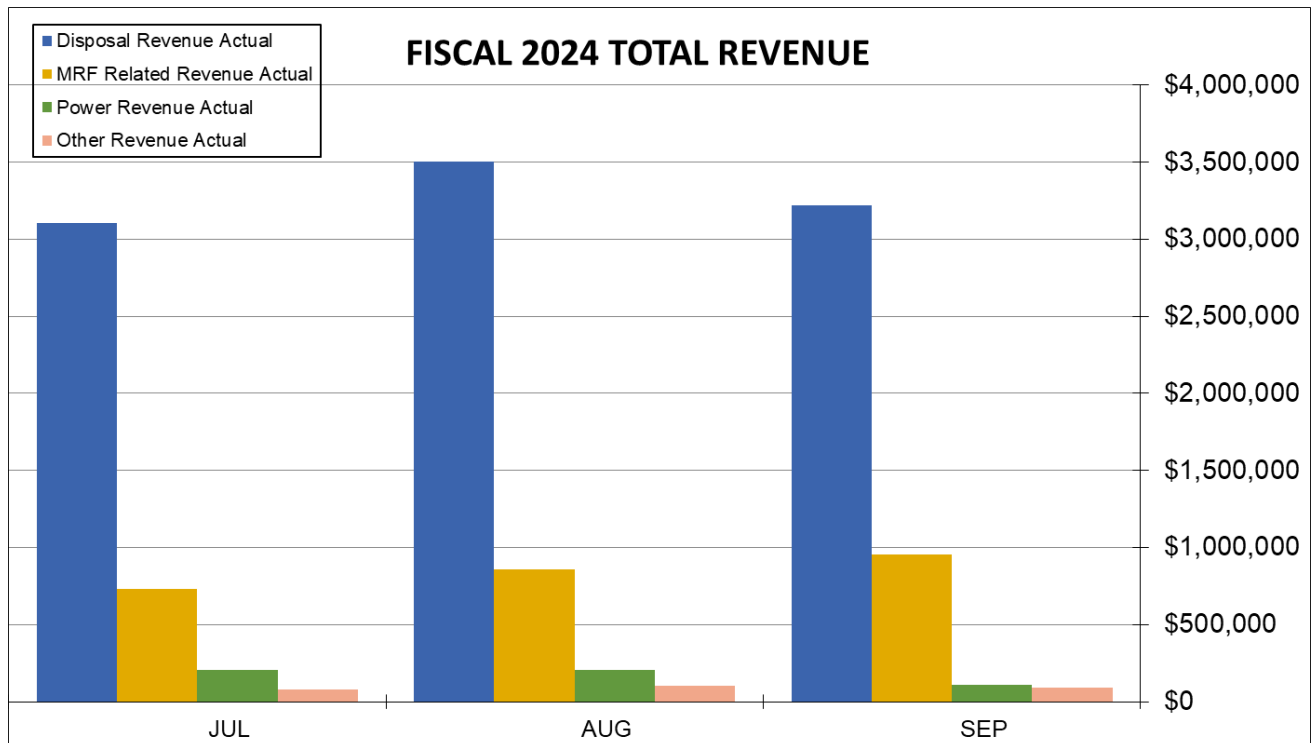
Revenue

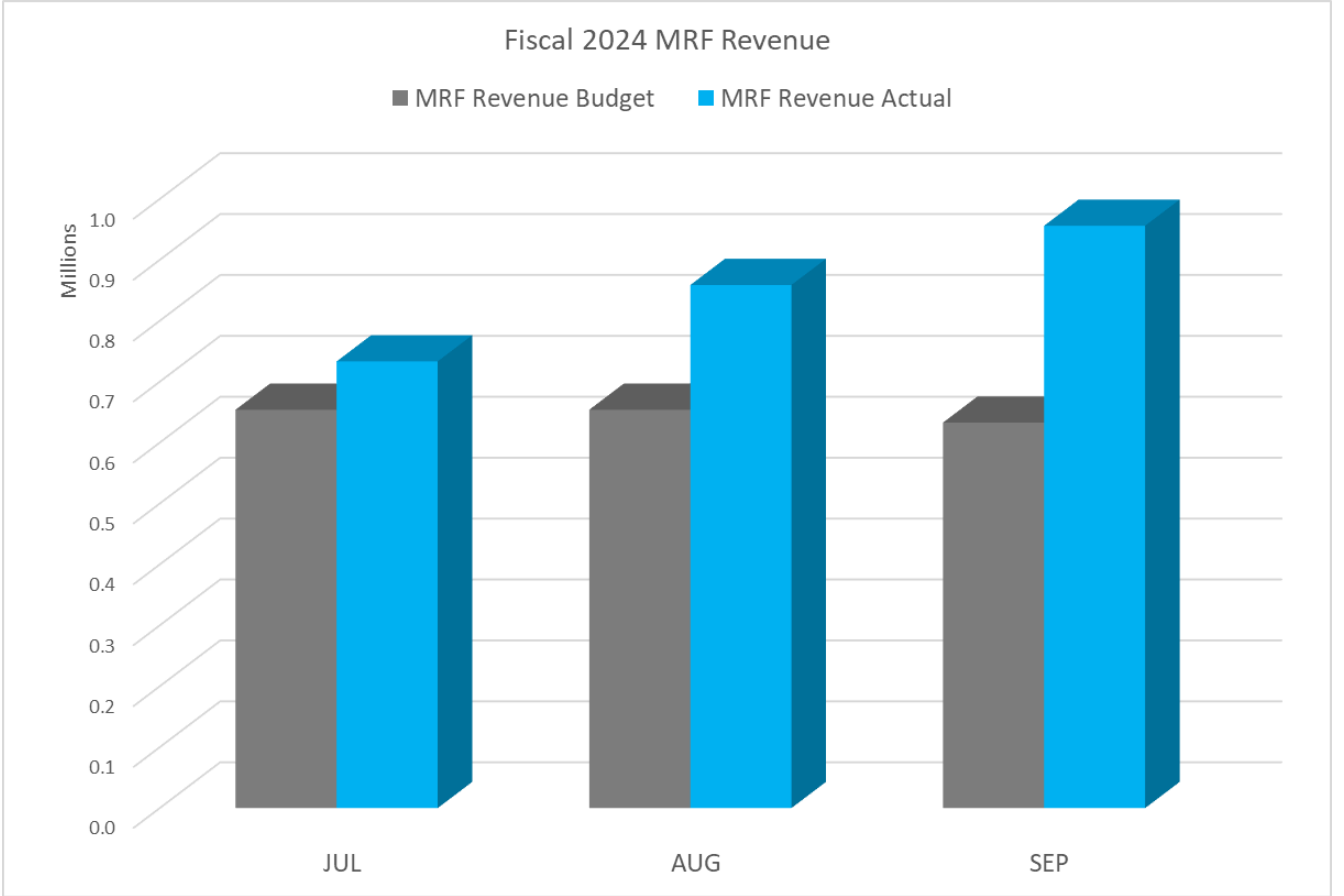
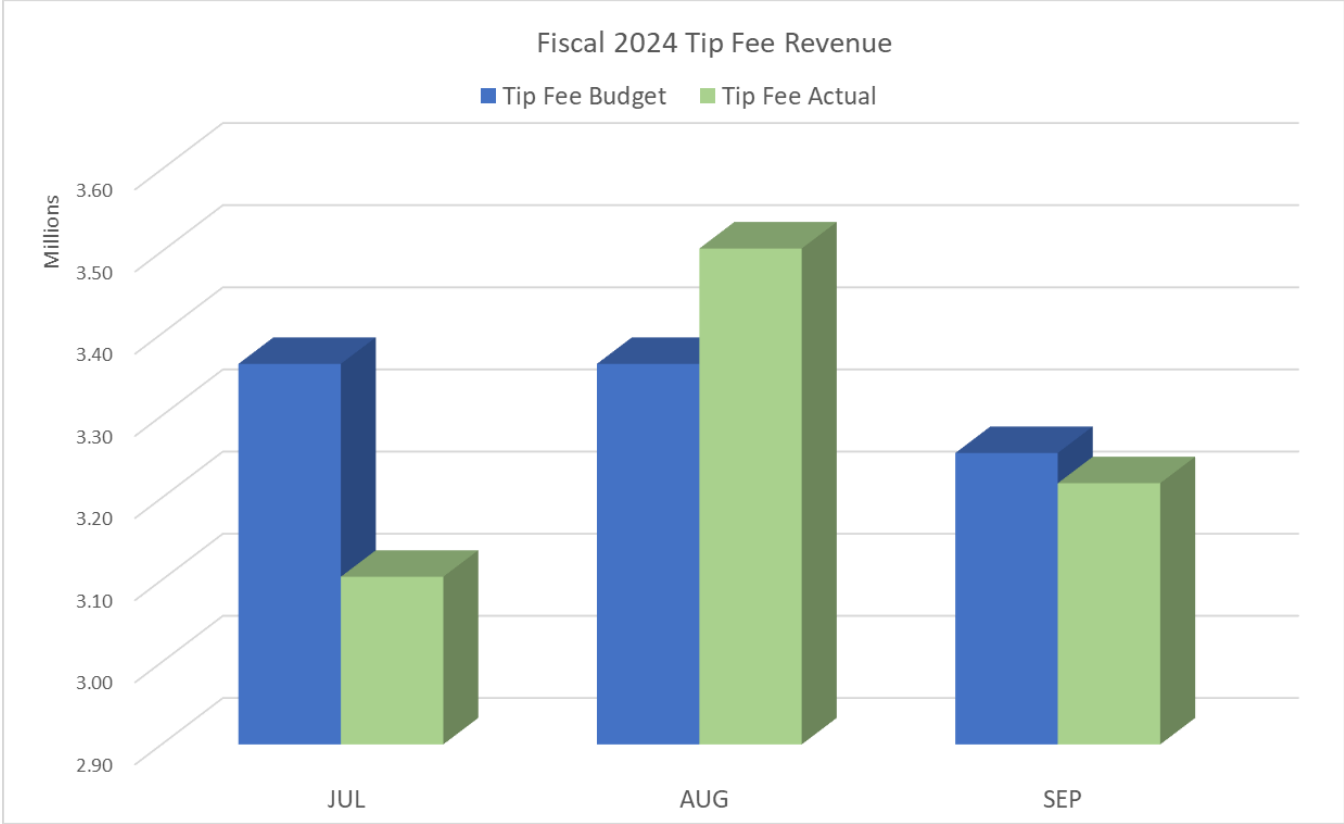
- September tip fee revenue is \$3.2 million and is \$37K or 1.1% under budget and is \$309K or 10.6% higher than September of 2022.
- Tonnage received in September is 84.8K tons which is 10.5K tons or 11.0% lower than the prior month and is 6.9K tons or 7.8% higher than the same month last year.
- Other revenue in September is \$1.2 million and is \$207K or 21.8% over budget. MRF related revenue in September is \$956K and is \$323K or 51.1% over budget for the month. MRF product sales are \$311K compared to budget of \$182K. CRV revenue is \$453K compared to budget of \$310K for the month. Processing fees are \$192K compared to budget of \$141K.
- Power revenue for September is \$108K compared to budget of \$237K. Power revenue is lower than planned due to unscheduled maintenance and repair costs.
- September total revenue is \$4.4 million which is \$170K over budget and \$421K higher than the same month last year.
- Year to date tip fee revenue is \$9.8 million and is \$155K or 1.6% under budget and \$1.1 million or 13.3% higher than the first quarter of fiscal 2023. Tip fee revenue for the year is 74.6% of total revenue compared to 70.7% in fiscal 2023.
- Tonnage received in in the first quarter is 260K tons this is 22K tons higher than the same period in fiscal 2023.

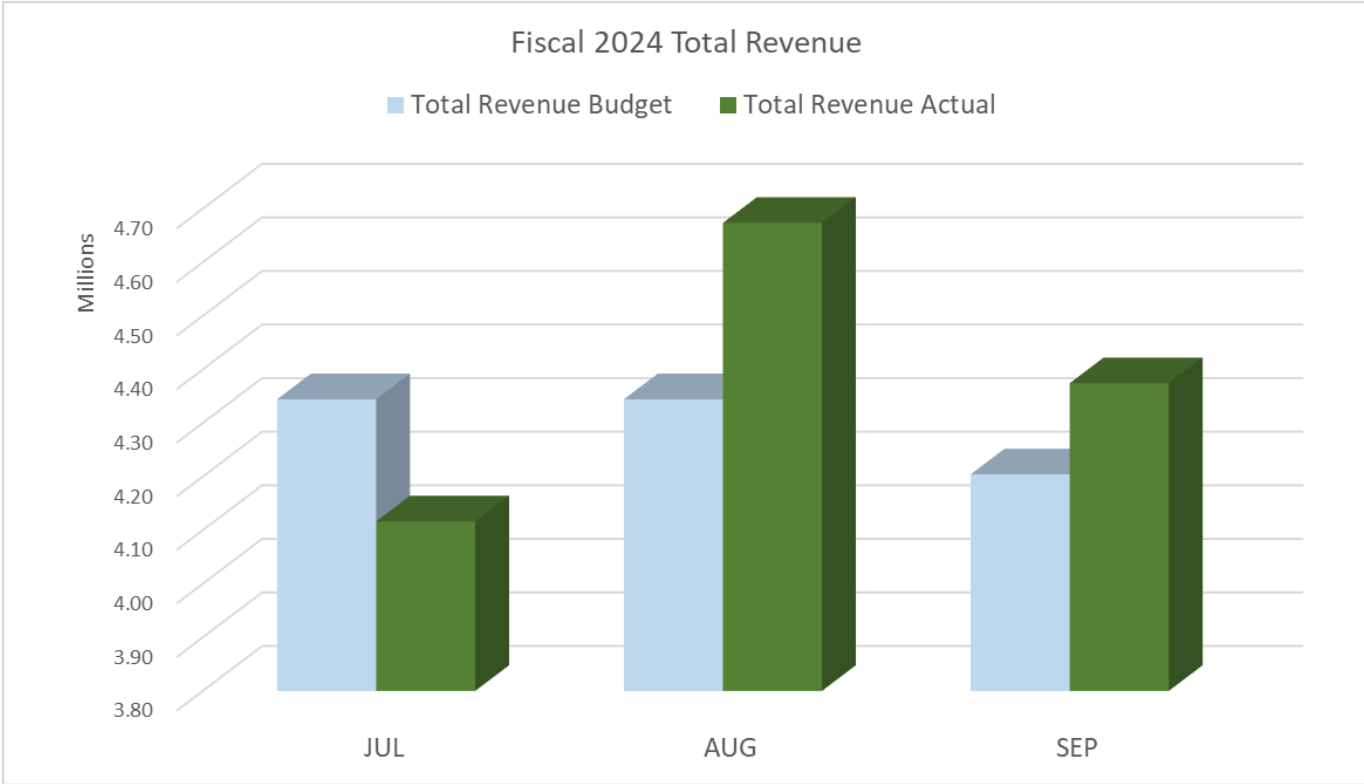
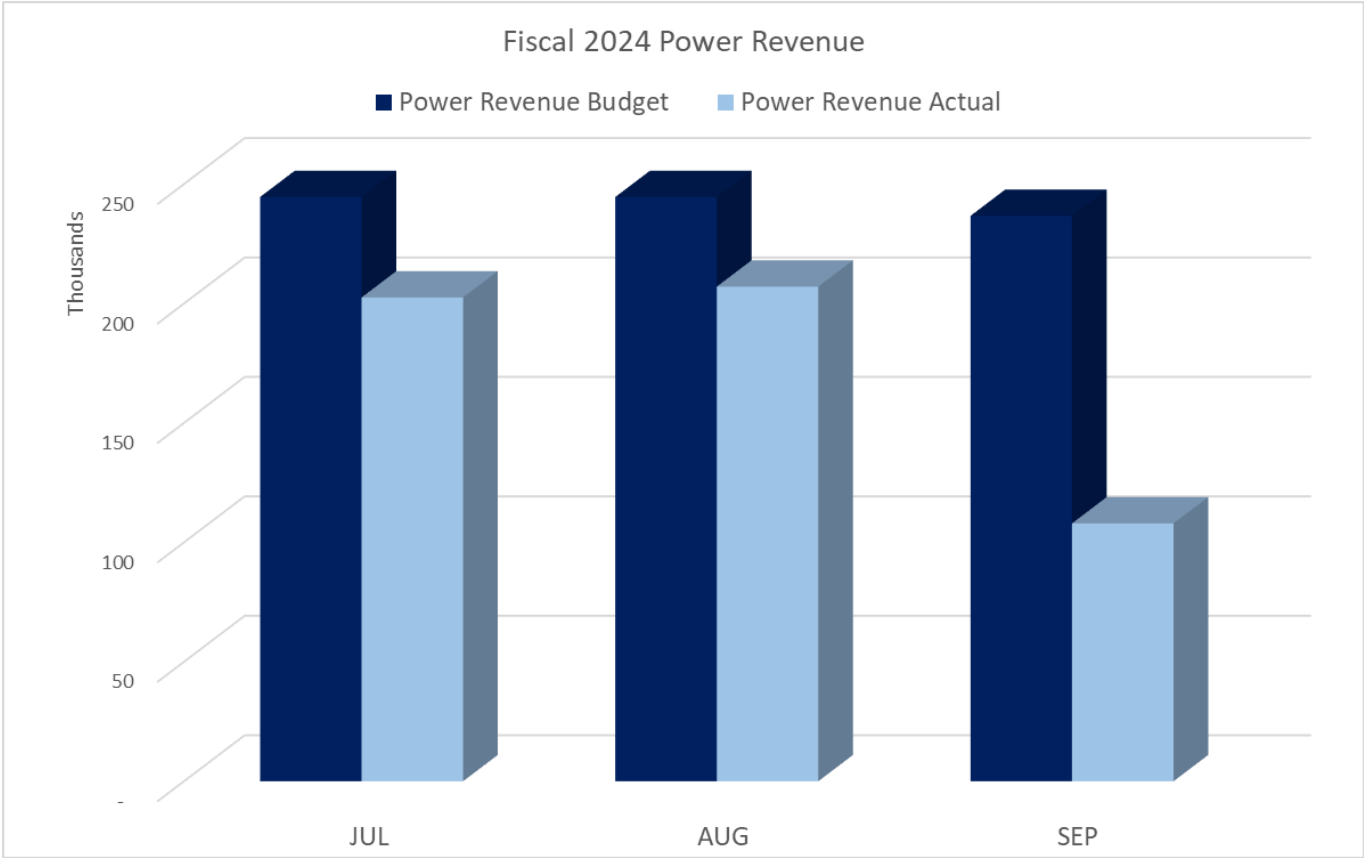
- Year to date other revenue is \$3.3 million and is \$427K or 14.7% over budget. MRF related YTD revenue is \$2.5 million and is \$607K or 31.3% over budget and is \$28K or 1.1% lower than the first quarter of fiscal 2023.
- A summary of the MRF revenue and direct expenses for the first quarter of fiscal 2024 are below.

	<u>YTD Sep 2023</u>	<u>YTD Budget</u>	<u>B/(W) Budget</u>	<u>YTD F23</u>	<u>B/(W) YTD F23</u>
<u>MRF Revenue</u>					
Product revenue	\$ 805,553	\$ 557,578	\$ 247,974	\$ 907,204	\$ (101,651)
Processing Fees	588,921	432,039	156,881	588,211	710
CRV Rebates	1,153,648	951,305	202,343	1,024,285	129,363
	<u>2,548,122</u>	<u>1,940,923</u>	<u>607,199</u>	<u>2,519,700</u>	<u>28,422</u>
<u>MRF Direct Expenses</u>					
MRF Operations	\$ 2,199,394	\$ 2,012,393	\$ (187,001)	\$ 1,756,936	\$ (442,458)
MRF Maintenance	396,735	388,757	(7,978)	248,243	(148,492)
	<u>2,596,129</u>	<u>2,401,149</u>	<u>(194,980)</u>	<u>2,005,179</u>	<u>(590,950)</u>
MRF Contribution Margin	<u>\$ (48,007)</u>	<u>\$ (460,227)</u>	<u>\$ 412,219</u>	<u>\$ 514,521</u>	<u>\$ (562,528)</u>

- Total revenue for the year is \$13.2 million which is \$271K or 2.1% over budget and \$888K or 7.2% higher than the first quarter of fiscal 2023.







Operating Expenses & Net Income

September

- Employment expense is \$1.5 million and is \$39K or 2.5% under budget.
- Environmental services costs are \$174K and are \$91K over budget due to land fill gas collection system maintenance.
- Operating supplies are \$192K and are \$102K over budget primarily due to MRF supplies and erosion control materials.
- Environmental services are \$285K and are \$176K over budget due to land fill gas related expenditures.
- Recycling services are \$325K and are \$59K over budget due to higher volume of comingled material.
- Total operating expense for the month is \$3.7 million and is \$166K or 4.8% above budget. September operating expenses are \$654K higher than the same month last year.
- Net income for the month is \$807K and is \$131K over budget and is \$44K higher than the same month last year.

Fiscal 2024 YTD

- Employment expense for the year to date is \$4.6 million and is \$167K or 3.5% under budget.
- Environmental services are \$735K and are \$486K over budget primarily due to repairs to the LFG collection system and regulatory compliance costs.
- Operating supplies are \$426K and are \$156K over budget primarily due to MRF supplies and erosion control materials.
- Office expense is \$142K and is \$51K over budget partially due to higher IT related costs.
- Operating supplies expense is \$233K and is \$54K over budget partially due to higher MRF maintenance costs and higher LFG related costs.
- Recycling services of \$969K are \$169K over budget due to a higher volume of material processed.
- Total operating expense for the year to date are \$11.0 million and is \$382K or 3.6% over budget.
- Net income for the year is \$2.3 million and is \$84K or 3.8% below budget and \$1.0 million lower than the first quarter of F2023.

Operating Expense by Department

Department	F24 YTD-Sep	F24 YTD Budget	B/(W) Budget
Administration	\$ 2,233,436	\$ 2,194,762	\$ (38,674)
Human Resources	170,102	228,485	58,383
Accounting	234,777	253,466	18,689
Engineering	305,704	483,081	177,376
Safety & Risk Management	103,641	123,965	20,324
Public Education	195,276	297,297	102,021
Board	4,485	6,171	1,686
Household Hazardous Waste	290,568	260,970	(29,598)
Last Chance Mercantile	-	15,000	15,000
Landfill Gas	1,096,791	729,042	(367,748)
Organics	614,203	650,000	35,797
Maintenance Shop	830,781	833,103	2,322
MRF Operations	2,199,394	2,012,393	(187,001)
MRF Maintenance	396,735	388,757	(7,978)
Scales	260,865	257,692	(3,173)
Site & Facilities	924,042	934,683	10,641
Landfill Operations	1,093,752	903,593	(190,160)
Total	\$ 10,954,553	\$ 10,572,459	\$ (382,094)

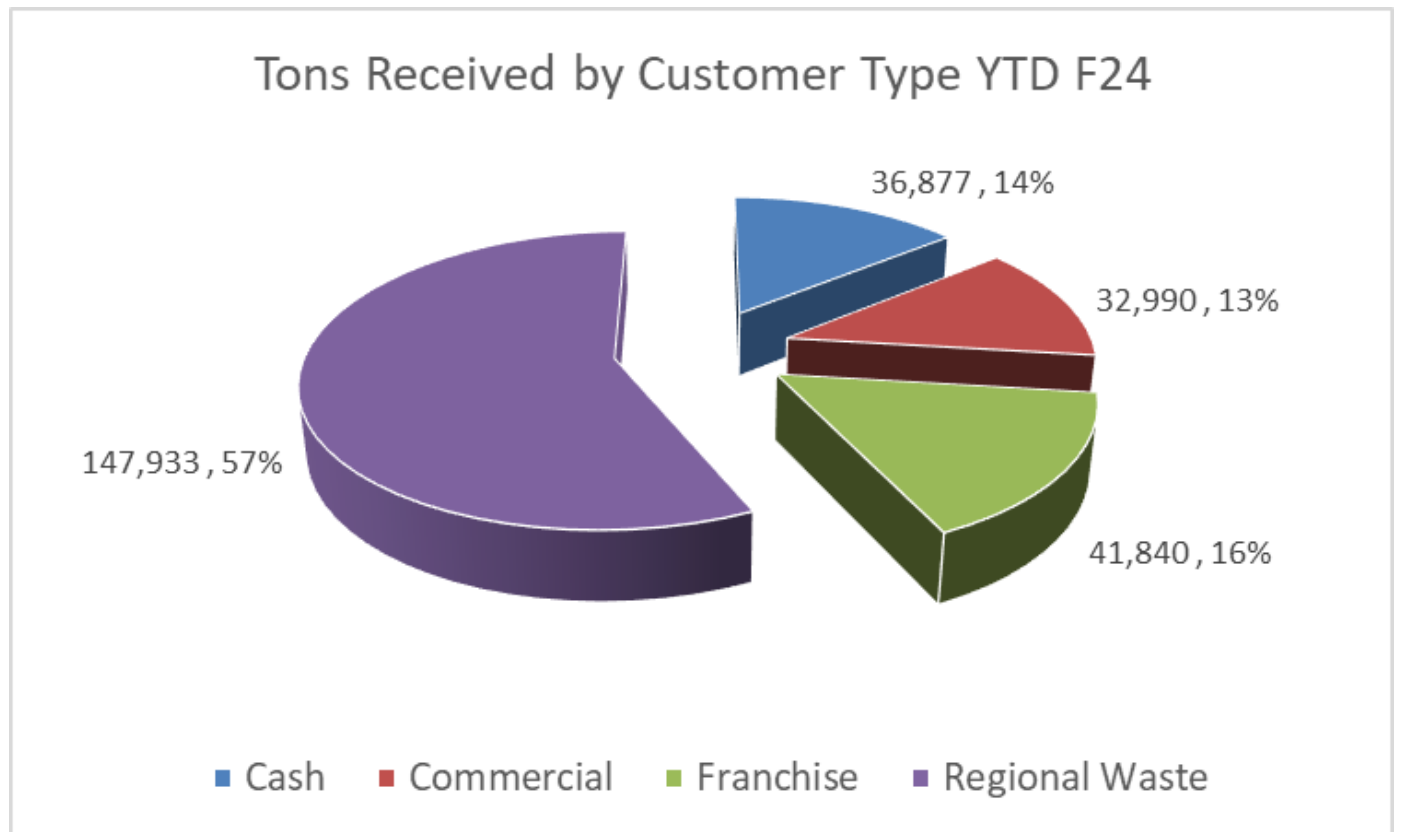
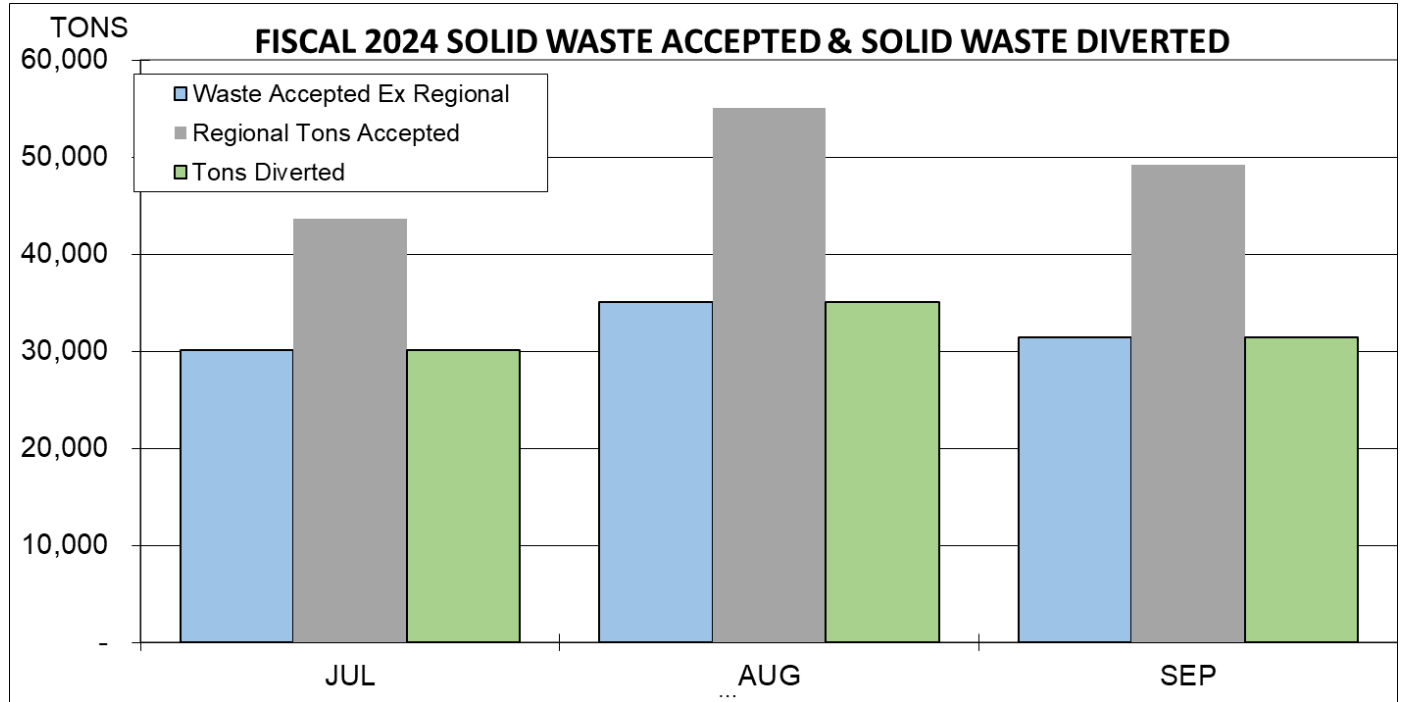
Fiscal 2024 Capital Spending Through September 2023

Facilities	\$ 950,724
Module development	732,632
Equipment	2,503,324
	<u>\$ 4,186,681</u>

Cash Position

	Jul 1, 2023	Sep 30, 2023	Change
Cash in bank	\$ 25,972,520	\$ 21,083,041	\$ (4,889,478)
Temporary investments	16,514,182	16,606,168	91,986
Restricted funds	6,013,000	6,013,000	-
	\$ 48,499,702	\$ 43,702,209	\$ (4,797,492)

Landfill & MRF Activity



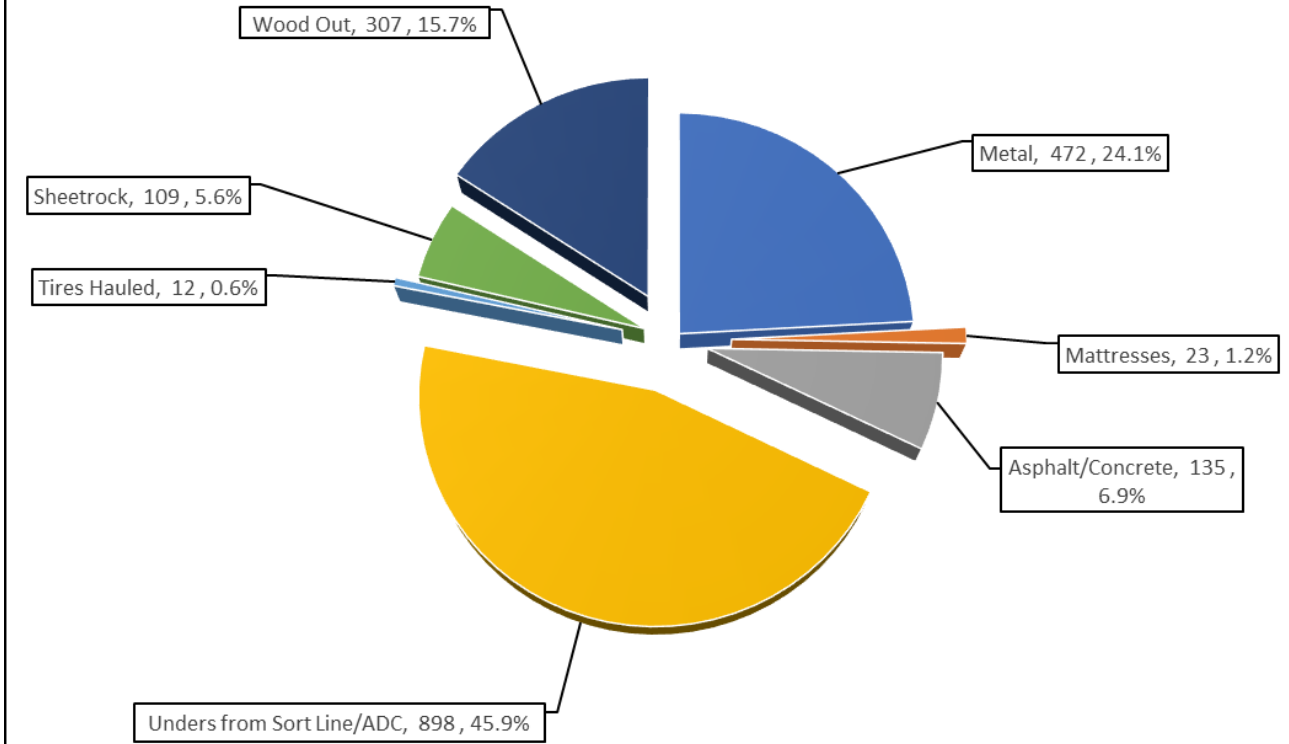
Summary of Landfill & MRF Tonnage

SITE Tonnage	Sep 2023	Sep FY24 YTD	Sep FY23YTD	More/(Less) Prior Year
Site Accepted Materials				
MSW - Landfill	10,387.25	33,489.36	34,084.75	(595.39)
MSW - Landfill - Regional Waste	34,116.42	101,972.24	104,526.11	(2,553.87)
All Other Site Accepted Materials	40,265.66	124,206.13	99,060.00	25,146.13
Total Accepted Materials	84,769.33	259,667.73	237,670.86	21,996.87
Total Diverted Materials				
	31,467.23	96,660.38	75,278.15	21,382.23
Landfilled				
	53,302.10	163,007.35	162,392.71	614.64
MRF - Accepted Materials				
MRF C&D Accepted	3,851.46	11,831.28	12,170.41	(339.13)
MRF SSR Accepted	5,891.16	17,828.58	16,239.94	1,588.64
Total MRF Accepted Materials	9,742.62	29,659.86	28,410.35	1,249.51
MRF - Diverted Materials				
C&D				
Metal	471.99	1,484.86	1,457.27	27.59
Mattresses	22.75	94.20	99.83	(5.63)
Asphalt/Concrete	135.03	496.82	404.53	92.29
Unders from Sort Line/ADC	898.30	3,014.60	4,092.75	(1,078.15)
Tires Hauled	11.59	52.98	65.89	(12.91)
Sheetrock	108.71	335.55	361.57	(26.02)
Wood Out	307.38	1,322.89	1,009.01	313.88
Total C&D Diverted	1,955.75	6,801.90	7,490.85	(688.95)
SSR				
Mixed Plastic	93.94	244.61	52.20	192.41
OCC/Cardboard	1,947.64	5,424.37	4,721.61	702.76
Mixed Glass	855.83	2,404.57	2,474.51	(69.94)
PET	130.06	355.36	275.46	79.90
Aluminum UBC	39.62	78.64	74.88	3.76
Poly Prop #5	41.06	80.25	41.02	39.23
HDPE - Color	84.29	210.52	167.48	43.04
HDPE - Natural	0.00	59.83	43.38	16.45
Mixed Paper	691.31	2,185.32	2,153.00	32.32
Tin Lined Steel Cans	20.68	103.15	116.32	(13.17)
Shredded Paper	21.11	85.01	21.18	63.83
Thermoform	-	-	41.73	(41.73)
Clear Film/Hoop House Plastics	181.68	307.32	63.87	243.45
Total Single Stream Recycling Diverted	4,107.22	11,538.95	10,246.64	1,292.31
Total MRF Diverted Materials	6,062.97	18,340.85	17,737.49	603.36

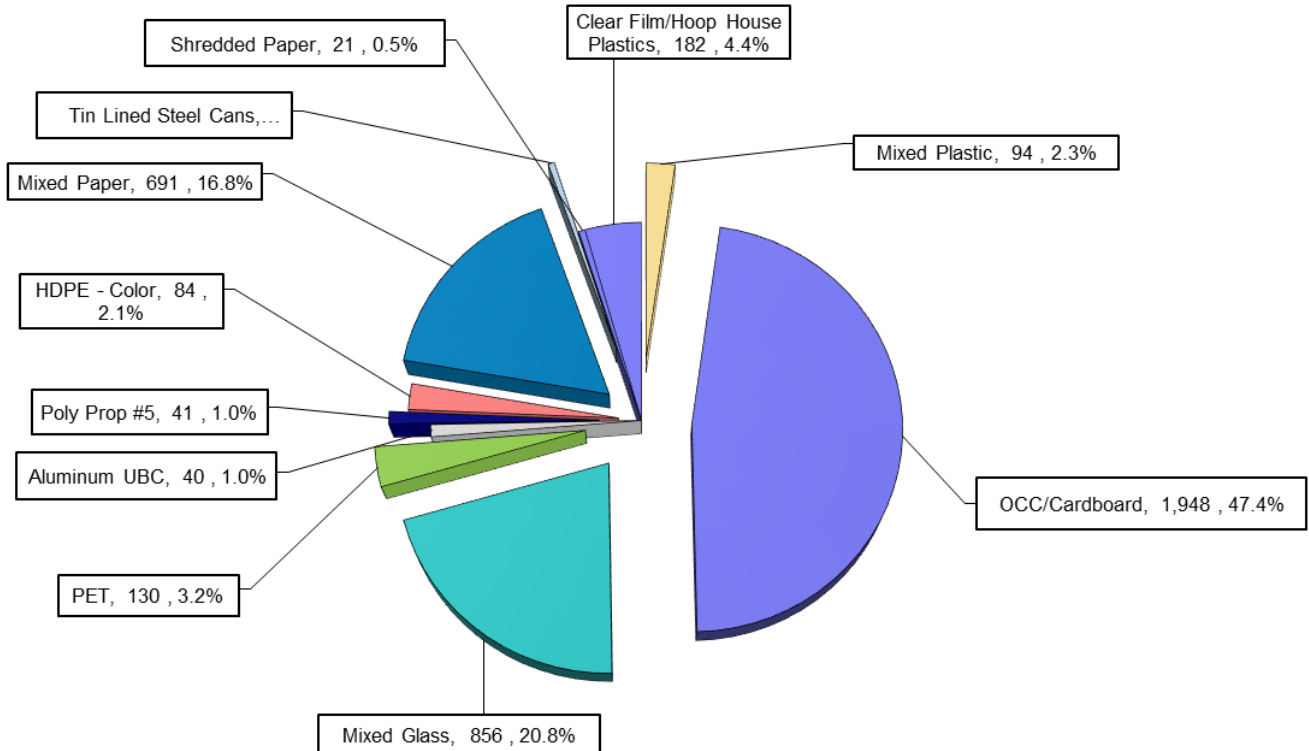
12 Month Rolling Average

C&D Diversion	54.7%	57.6%
Single Stream Recycling Diversion	64.4%	65.4%
Diversion - Entire MRF	59.8%	62.1%

C&D Diverted Materials Fiscal 2023 - September 2023



SSR Diverted Materials Fiscal 2023 - September 2023



MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT
Statement of Revenue, Expenses, and Changes in Net Position for the Period Ending
September 30, 2023

	September	Month Budget	B/(W) Budget Month	Year to Date	YTD Budget	B/(W) Budget YTD
* Operating Revenues *						
Tipping Fees Revenue	\$ 3,217,981	\$ 3,254,795	\$ (36,813)	\$ 9,825,826	\$ 9,981,370	\$ (155,543)
Other Sales Revenue:						
Power Sales	107,964	236,712	(128,748)	517,581	725,918	(208,337)
MRF Sales & CRV Revenue	956,025	632,910	323,116	2,548,122	1,940,923	607,199
Other Sales	92,299	79,726	12,573	272,577	244,493	28,083
Total Other Sales Revenue	1,156,288	949,348	206,941	3,338,279	2,911,334	426,945
* Total Operating Revenues *	4,374,270	4,204,142	170,127	13,164,105	12,892,704	271,402
* Operating Expenses *						
Employment Expenses	1,522,875	1,561,841	(38,966)	4,622,761	4,789,647	(166,886)
Non-Employment Expenses:						
Amortization & Depreciation	438,221	425,000	13,221	1,293,692	1,275,000	18,692
Closure/Post Closure Costs	46,459	35,000	11,459	141,058	105,000	36,058
Outside Services	78,121	64,042	14,080	245,691	192,125	53,566
Environmental Services	173,851	83,333	90,518	735,750	250,000	485,750
Gasoline, Oil & Fuel	187,189	200,000	(12,811)	502,374	600,000	(97,626)
Hazardous Waste Disposal	43,603	27,667	15,936	100,971	83,000	17,971
Insurance	114,812	116,667	(1,854)	344,437	350,000	(5,563)
Office Expense	66,086	45,502	20,584	208,082	136,505	71,577
Operating Supplies	192,216	89,775	102,441	425,662	269,325	156,337
Other Expense	3,459	5,667	(2,208)	6,095	17,000	(10,905)
Professional Services	96,021	88,510	7,511	171,761	266,133	(94,372)
Public Awareness	7,277	34,817	(27,539)	25,524	104,450	(78,926)
Recycling Services	325,340	266,667	58,673	968,520	800,000	168,520
Repairs & Maintenance	116,493	288,917	(172,423)	593,817	866,750	(272,933)
Safety Equip/Supplies/Training	21,396	21,017	379	72,516	63,050	9,466
Taxes & Surcharges	197,285	99,117	98,168	408,524	297,350	111,174
Training/Meetings/Education	12,895	20,367	(7,472)	38,497	61,100	(22,603)
Utilities	12,124	15,342	(3,218)	48,822	46,025	2,797
Total Non-Employment Expenses:	2,132,849	1,927,403	205,446	6,331,792	5,782,813	548,980
* Total Operating Expenses *	3,655,724	3,489,245	166,479	10,954,553	10,572,459	382,094
** Operating Income (Loss) **	718,546	714,898	3,648	2,209,552	2,320,244	(110,692)
Nonoperating Revenues (Expenses)	88,202	(39,336)	127,538	80,861	(113,596)	194,457
*** Change in Net Position ***	\$ 806,748	\$ 675,562	\$ 131,186	\$ 2,290,413	\$ 2,206,649	\$ 83,765

MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT
Statement of Net Position
as at September 30, 2023

Assets

Current Assets:

Cash and Short Term Investments	\$ 37,774,093
Accounts Receivable, net	5,547,645
Accrued Interest Receivable	176,870
Other Receivable	2,717,244
Prepaid Expenses	2,411,684
Total Current Assets	48,627,536

Non-Current Assets	3,838,948
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Restricted Assets:

Capital Reserve	3,513,000
Site Closure Fund	1,500,000
Environmental Impairment Fund	1,000,000
Total Restricted Assets	6,013,000

Fixed Assets:

Land	578,210
Facilities	38,130,881
Equipment	60,599,929
Module Development	21,780,083
Power Project	25,204,785
Less Total Accumulated Depreciation	(59,337,964)
Total Fixed Assets	86,955,925

Intangible Assets	37,392
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*** Total Assets ***	\$ 145,472,801
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Liabilities and Net Assets

Current Liabilities:

Accounts Payable	\$ 1,599,482
Accrued State/County Disposal Fee	291,541
Accrued Vacation / Compensation Payable	408,652
Deferred Revenue	10,000
Sales/Use Tax Payable	2,612
Security Deposits/Gift Cert	50,564
Total Current Liabilities	2,362,851

Non-Current Liabilites	17,872,994
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Long Term Debt	29,217,553
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*** Total Liabilities ***	49,453,398
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Total Net Position	96,019,403
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*** Total Liabilities and Net Position ***	\$ 145,472,801
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MEMO



Staff Reports
Item #: 12

Meeting Date: October 20, 2023

To: Board of Directors
From: Director of Communications, Zoë Shoats
Approved by: General Manager, Felipe Melchor

Subject: TAC / SB 1383 Update from September 13, 2023, Meeting

Recommendation

Information only.

Background

The Technical Advisory Committee (TAC) is a staff working group comprised of at least one representative from each member jurisdiction ReGen Monterey serves; the three franchise haulers who serve them; and ReGen Monterey staff. The TAC was initially formed to better coordinate ReGen Monterey member jurisdictions in choosing a common franchise hauler to provide curbside collection service for the benefit of the community. Since then, the group meets at a frequency set by demand to share resources and work collaboratively towards common goals and meet regulations. The Committee does not make decisions, rather, staff members recommend actions for the ReGen Monterey Board and/or their elected bodies to take action.

Discussion

The TAC met on Wednesday, September 13, 2023, virtually via Zoom. Items discussed include:

1. **ReGen Monterey Landfill Characterization Study** – ReGen Monterey Engineering staff informed the member jurisdictions and haulers of an upcoming waste characterization study taking place this fall. The study aims to determine how much and what type of recyclable and organic materials are being placed in the waste stream that could be diverted from the landfill. This study will also provide a baseline as it relates to community participation in food scrap diversion per SB 1383 regulations during the two-year educational period from 2022-2024.
2. **CalRecycle Oversight and Enforcement (SB 1383 Jurisdiction Compliance)** – ReGen Monterey staff shared new guidance from CalRecycle regarding jurisdictional compliance with SB 1383.

Communications & Public Education staff recently attended the California Resource Recovery Association (CRRA) Annual Conference which had an informative session from multiple divisions within CalRecycle. CalRecycle enforcement staff shared that they will be

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inspecting one-third of the state each year due to limited staffing. They will be focusing on jurisdictions that are not meeting regulations and are non-communicative showing “substantial effort.” They may also visit jurisdictions that are doing exceptionally well implementing programs for compliance so they can use them as a case study.

Should a jurisdiction fall into the enforcement process, there is a three-year timeline before fines are enacted. That timeline includes notices of violation (NOV), extension of NOV, corrective action plan (CAP), and extension of CAP.

TAC members including jurisdiction staff, ReGen Monterey staff, and haulers all feel that we are in a good place as a region in implementing this extensive law.

3. **Edible Food Recovery Presentation at CRRRA Conference** – Third-party contractor, Blue Strike Environmental, shared a presentation they gave at the California Resource Recovery Association (CRRRA) Annual Conference on behalf of and in conjunction with ReGen Monterey and Salinas Valley Recycles. The session shared our regional approach to edible food recovery which includes:
 - I. Building capacity for more edible food storage and donation through annual grant programs funding food recovery organizations. Over the last two years \$ 185,975 in grant funds have been distributed by ReGen Monterey and Salinas Valley Recycles; and
 - II. Implementation of the Careit app to help connect food generators with food recovery organizations, ensuring even small donations can be shared with those who are hungry. The app also helps food recovery organizations with tracking for mandated reporting.

The presentation also featured three local food recovery organizations who had directly benefited from donations received. Those organizations include St. George’s Episcopal Church, Dorothy’s Place, and The Salvation Army in Salinas.

4. **Roll-Off Compaction Update by HF&H** – At a previous TAC meeting, one of the haulers servicing our area brought the concern of roll-off dumpster compaction by third-party companies. The companies claim that they can compact dumpsters so more can fit in the dumpster, but haulers were concerned with potential liabilities. HF&H Consultants researched the concern and reported findings at this meeting. While third-party compaction companies like “Smash My Trash” are operating in nearby counties, so far there have not been reports of them operating in Monterey County. This item was informational only.

Financial Impact

None

Conclusion

The TAC will continue to meet monthly and staff members will make recommendations to the boards they serve for action as needed.]

MINUTES



Draft Regular Meeting of the Board of Directors September 22, 2023

Board Members Present

Vice Chair: Kim Shirley, City of Del Rey Oaks

Directors: Leo Laska, Pebble Beach Community Services District
Bruce Delgado, City of Marina
Jerry Blackwelder, City of Sand City
Wendy Root Askew, County of Monterey
Karen Ferlito, City of Carmel-by-the-Sea
Kim Barber, City of Monterey

Absent: Chair: Jason Campbell, City of Seaside
Director: Bill Peake, City of Pacific Grove

Staff Members Present: Rob Wellington, Legal Counsel
Guy Petraborg, Director of Engineering & Compliance
Helen Rodriguez, Director of Finance & Administration
Berta Torres, Director of Human Resources
David Ramirez, Senior Engineer
Garth Gregson, Accounting Manager
Kristin O'Hara, Communications and Public Education Manager
Ida Gonzales, Executive Assistant/Board Clerk
Rosemary Perez, Accounting Technician
Ana Quiroz, Administrative Support Specialist II
Jessica Dakis, Human Resources Technician
Fatima Ochoa, Human Resources Coordinator

Call to Order at 9:00 a.m.

Just Case Notifications and Emergency Circumstance Request (AB 2449)

There were no Just Case or Emergency Circumstances Requests.

Roll Call & Establishment of Quorum

Notice duly given and presence of a quorum established, the September 22, 2023 Regular Meeting of the Monterey Regional Waste Management District dba ReGen Monterey Board of Directors was called to order by Vice Chair Shirley at 9:00 a.m.

Pledge of Allegiance

Public Communications

Anyone wishing to address the Board on matters not appearing on the agenda may do so now. Please limit comments to a maximum of three (3) minutes. The public may comment on any other matter listed on the agenda at the time the matter is being considered by the Board. For information

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about submitting public comments in writing in advance of the meeting, please see the Meeting Information section of this agenda.

Consent

These matters include routine financial and administrative actions, which are usually approved by a single majority vote. Individual items may be removed from consent for discussion and action.

- 1. Approve Minutes of July 23, 2023 Regular Board Meeting.**
- 2. Approve Minutes of September 6, 2023 Special Board Meeting**
- 3. Approve Report of Disbursements, and Board & Employee Reimbursements for July and August 2023.**
- 4. Receive Draft Minutes of September 6, 2023 Finance Committee**
- 5. Receive Draft Minutes of September 6, 2023 Personnel Committee**
- 6. Approve Resolution 2023-09 Approving the Bank Designated Signers**
- 7. Approve Paint Care Reuse Container Agreement Amendment**
- 7a. Ratify Resolution 2023-08 Authorizing ReGen Monterey to Apply for the CalRecycle FY2023-2024 (Cycle 41) Household Hazardous Waste Grant Program – Small Projects Grant.**

It was moved by Vice Chair Laska and seconded by Director Delgado To: Approve the consent agenda items.

The Motion was passed by the following vote:

Director Askew: Yes

Director Delgado: Yes

Director Peake: Absent

Director Barber: Yes

Director Ferlito: Yes

Vice Chair Shirley: Yes

Director Blackwelder: Yes

Director Laska: Yes

Chair Campbell: Absent

There were no public comments.

Recognition/Presentations

8. Recognition of 25 Years of Service for Froylan Hernandez, Sorter II.

Baldo Trujillo, Materials Recovery Supervisor and the Board of Directors thanked Froylan Hernandez for his 25 years of service to ReGen Monterey.

9. Recognition of 30 Years of Service for Baldo Trujillo, Materials Recovery Facility Supervisor.

Jay Ramos, Director of Operations presented Baldo Trujillo with his 30 years of service award and thanked him for his service to ReGen Monterey.



10. Recognition of 30 Years of Service for Martin Renteria, Heavy Equipment Technician II.

Victor Aguilon, Shop Supervisor congratulated and presented Martin Renteria with his 30-year service award.

11. Presentation on Public Education Social Media Outreach

Eric Palmer, Public Education and Outreach Coordinator provided a presentation on ReGen Monterey's social media program.

Discussion/Action

12. Safety Presentation for Fiscal Year 2022/23

Loreana Medina, Safety Manager presented on the Safety results for Fiscal Year 2022/23. The presentation reviewed ReGen Monterey's safety program, safety training system, and future action plans.

13. Report on Employee Survey Results

Berta Torres, Director of Human Resources, provided a presentation on the results of the Employee Survey. Board discussion and questions followed regarding the results of the survey.

Staff Reports

14. Review Finance, Operating, and Recycling Reports

Garth Gregson, Finance Manager provided a report on ReGen Monterey Finances.

15. Report on Technical Advisory Committee (TAC) and SB 1383

Zoe Shoats, Director of Communications and Public Education provided a summary of the TAC report provided in the Board packet.

Other Correspondence

General Manager Communications

Helen Rodriguez, Director of Finance and Administration provided the Board with the General Managers comments.

Board Communications

Closed Session

There were no Public Comments on Closed Session. The Board went into Closed Session at 11:55 a.m.

As permitted by Government Code Section 54956 et seq., the Board may adjourn to a closed session to consider specific matters dealing with litigation, certain personnel matters, real property negotiations or to confer with the ReGen Monterey's Meyers-Milias-Brown Act representative.



- 1) Conference with Property Negotiators:
Property: Acreage Leased to Keith Day Company
ReGen Monterey Negotiators: Felipe Melchor, Guy Petraborg, Jay Ramos, Helen Rodriguez and Zoe Shoats
Under Negotiation: All Terms including Permits

- 2) Conference with Labor Negotiators (Govt. Code §54957.6).
District Representatives: Members or the Board of Directors
Unrepresented Employee: General Manager

Return to Open Session

The Board came back into open session at 1:10 p.m., and Legal Counsel announced that in the closed session, as listed on the agenda, the matter was discussed by the Board, and no reportable action was taken.

Adjournment

There being no further business to come before the Board at this time, the September 22, 2023 Regular Meeting of the Monterey Regional Waste Management District Board of Directors was adjourned by Vice Chair Shirley at 1:12 p.m.

RECORDED BY:

Ida Gonzales
Executive Assistant/ Board Clerk

AUTHENTICATED BY:

Felipe Melchor
General Manager/Secretary

MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT
Employee Credit Card Activity
September 2023

Purpose	Amount
CONFERENCES/MEETINGS	2,305.59
MEMBERSHIPS/SUBSCRIPTIONS	350.98
TRAVEL EXPENSE	4,602.20
OFFICE SUPPLIES	6,799.01
INFO SYS SUPPLIES/SERVICES	45.00
EE RECOGNITION/GOODWILL	938.03
EMPLOYEE WELLNESS	717.95
TRAINING	1,950.00
PROFESSIONAL SERVICES	1,783.17
EQUIPMENT R&M	324.31
OPERATING SUPPLIES	6,052.56
	<hr/>
	TOTAL \$ 25,868.80

Monterey Regional Waste Management District
Cash Disbursements September 2023

Check Number	Check Date	Payee	Transaction Description	Amount
93657	9/1/2023	JEANETTE PAGAN	RETIREE HEALTH INSURANCE REIMBURSEMENT	1,005.00
93658	9/1/2023	PANKEY'S RADIATOR SHOP, INC.	SI56 RADIATOR	2,147.20
93659	9/1/2023	QUINN COMPANY, INC.	SHOP REPAIR PARTS	3,482.67
93660	9/1/2023	RAIN FOR RENT	SITE PUMP RENTAL	4,947.94
93661	9/1/2023	RDO EQUIPMENT CO.	LFO OP SUPPLIES	193.55
93662	9/1/2023	TINA REID	RETIREE HEALTH INSURANCE REIMBURSEMENT	1,809.47
93664	9/1/2023	DAVID REYES	RETIREE HEALTH INSURANCE REIMBURSEMENT	1,005.00
93665	9/1/2023	RUSTY JONES	BIRD ABATEMENT WK END 8/26/23	2,585.00
93666	9/1/2023	SAN MIGUEL ROLL OFF CO	SS FREIGHT	13,382.50
93667	9/1/2023	SELECT STAFFING	TEMP STAFF WK END 8/20/23	14,242.35
93668	9/1/2023	SILICON ROADWAYS	CONTRACT RECYCLING	2,271.00
93669	9/1/2023	STRATEGIC MATERIALS, INC.	CONTRACT RECYCLING	3,122.93
93670	9/1/2023	JOSE TAVARES	RETIREE HEALTH INSURANCE REIMBURSEMENT	758.81
93671	9/1/2023	TIAA COMMERCIAL FINANCE, INC	COPIER LEASE KYOCERA 6052CI	387.00
93672	9/1/2023	TOM'S SITE SERVICES	PORTABLE TOILET SRVC 7.30-8.26	3,656.70
93673	9/8/2023	ACE HARDWARE	OPERATING SUPPLIES	73.18
93674	9/8/2023	ACE HIGH DESIGNS, INC	3YR ANNIV JACKET ZOE SHOATS	45.83
93675	9/8/2023	AFLAC	AFLAC AUG 2023	2,207.46
93676	9/8/2023	BECKS SHOE STORE, INC	SAFETY BOOTS	2,118.60
93678	9/8/2023	CAMPOS BROTHERS RECOVERY, INC	APPLIANCE DISPOSAL	1,739.00
93679	9/8/2023	DON CHAPIN COMPANY INC	BASE ROCK	2,440.00
93680	9/8/2023	CINTAS CORPORATION #630	UNIFORM SERVICE WK 8/11/23	2,701.40
93681	9/8/2023	CORNERSTONE ENVIRONMENTAL GROUP, LLC	CASP FACILITY	40,094.62
93682	9/8/2023	KEITH DAY COMPANY, INC.	CONTRACT RECYCLING	129,862.40
93683	9/8/2023	EVERYTHING2GO.COM, LLC	HR FIREPROOF DRAWER	7,394.04
93684	9/8/2023	FANNIN FENCING	INSTALL FENCING AT LF	9,850.00
93700	9/8/2023	POWERPLAN	SHOP REPAIR PARTS	322.72
93701	9/8/2023	QUALITY SCALE INC.	SCALES REPAIRS	17,449.59
93702	9/8/2023	QUINN COMPANY, INC.	SHOP REPAIR PARTS	5,666.31
93703	9/8/2023	RUSTY JONES	BIRD ABATEMENT WK END 9/2/23	2,585.00
93704	9/8/2023	RELIABLE MONITORING SERVICES	CALIB OF GAS DETECTION SYSTEM	2,680.00
93705	9/8/2023	SAFETEQUIP, INC	MRF SAFETY SUPPLIES	3,523.08
93706	9/8/2023	REGINA SANTA CRUZ	EE REIMB - EE AAPRECIATION	263.86
93707	9/8/2023	SCS ENGINEERS	ENVIRONMENTAL SERVICES	21,201.00
93708	9/8/2023	SELECT STAFFING	TEMP STAFF WK END 8/27/23	15,210.27
93709	9/8/2023	STAPLES ADVANTAGE	STAPLES STMT AUG 2023	1,983.18
93710	9/8/2023	STURDY OIL COMPANY	FUELS	30,753.01
93711	9/8/2023	SWANA	WASTECON REGISTRATION O'CONNOR	849.00
93712	9/8/2023	UNISON SOLUTIONS, INC.	LFG H2S REMOVAL	165,724.70
93713	9/8/2023	SQUARE GROVE, LLC DBA UPLIFT DESK	STAND DESKS RANDY,JOHN,JAMISON	6,529.65
93714	9/8/2023	ROBERT WELLINGTON, JR.	LEGAS FEES	20,986.00
93715	9/8/2023	WESTERN ENERGY SYSTEMS	LFG ENGINE OIL 1056 GAL	25,512.59
93716	9/8/2023	FERRELLGAS	FUELS	1,986.40
93717	9/8/2023	GEO-LOGIC ASSOCIATES	MPL MONITORING	1,931.00
93718	9/8/2023	GRAINGER	MRF SAFETY SUPPLIES	141.91
93719	9/8/2023	GREEN RUBBER AND INDUSTRIAL	OP SUPPLIES LFG	896.05
93720	9/8/2023	GRANITE ROCK	ASPHALT FOR NEW ROAD @ LF	8,674.24
93721	9/8/2023	HOFFMEYER COMPANY, INC.	MMT CO109 BELT	9,302.59
93722	9/8/2023	KENNEDY/JENKS CONSULTANTS, INC	VOLTAGE PROJECT	8,781.12
93723	9/8/2023	JEFFREY LINDENTHAL	RETIREE HEALTH INSURANCE REIMBURSEMENT	391.37
93724	9/8/2023	MONTEREY BAY TECHNOLOGIES, INC.	SEP 2023 RETAINER	8,471.96
93725	9/8/2023	MONTEREY COUNTY PUBLIC WORKS DEPARTMENT	LITTER ABATEMENT PROGRAM	9,832.00
93726	9/8/2023	MONTEREY PENINSULA ENGINEERING	ENTRY ROAD GRADING	84,250.00
93727	9/8/2023	OPERATING ENG. LOCAL UNION #3	UNION DUES AUG 2023	4,812.00
93728	9/8/2023	OPER.ENG.PUBLIC & MISC EE'S	OE HEALTH INSURANCE OCT 2023	247,862.00
93729	9/8/2023	OFFICE DEPOT CREDIT PLAN	OFFICE DEPOT STMT AUG 2023	728.52
93730	9/8/2023	PACIFIC TRUCK PARTS, INC.	SHOP STOCK PARTS	509.88
93731	9/15/2023	ALHAMBRA & SIERRA SPRINGS	WATER SERVICE AU-23	3,318.71
93732	9/15/2023	ALHAMBRA & SIERRA SPRINGS	COFFEE SERVICE AUG-23	336.54
93733	9/15/2023	AT&T	UTILITIES	822.70
93734	9/15/2023	AT&T	UTILITIES	26.12
93735	9/15/2023	AT&T	UTILITIES	328.03
93736	9/15/2023	AT&T	UTILITIES	26.13
93737	9/15/2023	AT&T	UTILITIES	26.12
93738	9/15/2023	AT&T	UTILITIES	26.12
93739	9/15/2023	FIRST ALARM	SERVICE CALL CHARGE	620.35

Monterey Regional Waste Management District
Cash Disbursements September 2023

Check Number	Check Date	Payee	Transaction Description	Amount
93740	9/15/2023	ACE HARDWARE	OPERATING SUPPLIES	538.99
93741	9/15/2023	ACME RIGGING & SUPPLY CO.	STOCK SEGMENTS SETS	2,352.18
93742	9/15/2023	AGUILAR TIRE SERVICE	TIRE REPAIRS	1,153.45
93743	9/15/2023	BALANCE STAFFING	TEMP STAFF WK END 8/27/23	4,496.28
93744	9/15/2023	BECKS SHOE STORE, INC	SAFETY BOOTS	250.00
93745	9/15/2023	BLUE STRIKE ENVIRONMENTAL	EDIBLE FOOD RCVRY 8.1-8.31.23	9,291.40
93746	9/15/2023	EDGAR & ASSOCIATES, INC	CA COMPOST COALITION SEP 2023	500.00
93747	9/15/2023	CALL2RECYCLE, INC.	HW DISPOSAL	941.05
93748	9/15/2023	CAMPOS BROTHERS RECOVERY, INC	APPLIANCE DISPOSAL	1,264.00
93749	9/15/2023	CASTROVILLE AUTO PARTS	SHOP REPAIR PARTS	437.94
93750	9/15/2023	CENTRAL COAST TIRE, LLC	TIRE REPAIRS	454.63
93751	9/15/2023	CINTAS CORPORATION	FIRST AID SUPPLIES	302.47
93752	9/15/2023	CINTAS CORPORATION #630	UNIFORM SERVICE WK END 8/18/23	5,725.41
93753	9/15/2023	CLARK PEST CONTROL	PEST CONTROL	531.00
93754	9/15/2023	CSC OF SALINAS	OPERATING SUPPLIES	165.25
93755	9/15/2023	DARE CAPITAL PARTNERS, LLC	CONTRACT RECYCLING	11,449.62
93756	9/15/2023	DATAFLOW BUSINESS SYSTEMS INC.	CONTRACT INVOICE	227.26
93757	9/15/2023	DELL MARKETING L.P.	LAPTOP/DOCKING STATION GISELLE	2,188.60
93758	9/15/2023	JOHN EASTON	PER DIEM MEALS ATSSA TRAINING	301.00
93759	9/15/2023	EDWARDS TRUCK CENTER, INC	SHOP REPAIR PARTS	1,370.34
93760	9/15/2023	ERGODIRECT, INC	ERGO CHAIR FOR J.PFISTER	979.64
93761	9/15/2023	FAST CARE, INC	FIRST AID RESPONSE 8/28/23	425.00
93762	9/15/2023	FASTENAL COMPANY	OPERATING SUPPLIES	2,707.13
93763	9/15/2023	GOLD STAR BUICK GMC, INC	SHOP REPAIR PARTS	959.16
93764	9/15/2023	GRAINGER	OPERATING SUPPLIES	601.06
93765	9/15/2023	GREEN WILLOW GROUP, LLC	KIPTRAW SUBSCRIPTION SEP 2023	2,500.00
93766	9/15/2023	GRANITE ROCK	ASPHALT FOR LF	76,192.12
93767	9/15/2023	HOFFMEYER COMPANY, INC.	MMT REPAIR PARTS	20,581.21
93768	9/15/2023	90.3 KAZU	PUBLIC RADIO ADS 8.1-8.31.23	2,754.00
93769	9/15/2023	LAWSON PRODUCTS, NC	SHOP OP SUPPLIES	696.30
93770	9/15/2023	LINDE GAS & EQUIPMENT, INC	SHOP OP SUPPLIES	141.30
93771	9/15/2023	AMADA REYES LOPEZ	TEMP STAFF SAFETY SHOE REIMB	100.00
93772	9/15/2023	MONTEREY BAY TECHNOLOGIES, INC.	3 PCs/LAPTOP FOR ACT	1,875.00
93773	9/15/2023	FELIPE MELCHOR	EE REIMB TOWNHALL LUNCH	803.34
93774	9/15/2023	ALEX MONTEJANO	EE REIMB LUNCH FOR SITE CREW	198.40
93775	9/15/2023	MOTION INDUSTRIES INC	MMT REPAIR PARTS	7,305.08
93776	9/15/2023	FATIMA OCHOA	EE REIMB LUNCH/LEARN SNACKS	18.85
93777	9/15/2023	OTIS ELEVATOR COMPANY	ELEVATOR SERVICE	1,236.50
93778	9/15/2023	PACIFIC TRUCK PARTS, INC.	SHOP REPAIR PARTS	17.28
93779	9/15/2023	STEVE PADILLA	PER DIEM MEALS ATSSA TRAINING	301.00
93780	9/15/2023	PINNACLE MEDICAL GROUP INC	MEDICAL SERVICES	315.00
93781	9/15/2023	PITNEY BOWES GLOBAL FINANCIAL SERVICES, LLC	POSTAGE METER LEASE	244.33
93782	9/15/2023	POTENTIAL INDUSTRIES, INC.	RECYCLING BROKER FEES JUL 2023	3,764.16
93783	9/15/2023	PRUDENTIAL GROUP INSURANCE	PRUDENTIAL SEP 2023	12,711.34
93784	9/15/2023	QUINN COMPANY, INC.	SHOP REPAIR PARTS	5,121.62
93785	9/15/2023	RUSTY JONES	BIRD ABATEMENT WK END 9/9/23	2,530.00
93787	9/15/2023	SAN MIGUEL ROLL OFF CO	SS FREIGHT	14,577.82
93788	9/15/2023	ADMINISTRATOR-SDRMA	AUTHRTY PROP/LIAB PKG 23-24	4,625.51
93789	9/15/2023	SELECT STAFFING	TEMP STAFF 8/27/23	9,928.10
93790	9/15/2023	SILICON ROADWAYS	CONTRACT RECYCLING	3,244.00
93791	9/15/2023	STRATEGIC MATERIALS, INC.	CONTRACT RECYCLING	8,500.52
93792	9/15/2023	STURDY OIL COMPANY	FUELS	33,868.85
93793	9/15/2023	MONTEREY COUNTY COURIERS, INC	BANK COURIER JUL-23	381.45
93794	9/15/2023	SALINAS VALLEY SOLID WASTE	23-24 CCRMC CONTRIBUTION MEDIA	10,000.00
93795	9/15/2023	THE SCAFFOLD WORKS, INC	MRF SCAFFOLDING	5,000.00
93796	9/15/2023	TORO PETROLEUM CORP	SHOP GREASE	662.55
93797	9/15/2023	TY CUSHION TIRE LLC	MRF RUBBER EDGES	2,291.65
93798	9/15/2023	SQUARE GROVE, LLC DBA UPLIFT DESK	SCL DESK/ACT MONITOR ARMS	2,359.72
93799	9/15/2023	UNITED PARCEL SERVICE	SHIPPING FEES	11.40
93800	9/15/2023	WEST COAST RUBBER RECYCLING, INC	TIRE DISPOSAL	2,200.00
93801	9/15/2023	WHITSON AND ASSOCIATES	ANNUAL TOPO FLIGHT	10,754.93
93802	9/15/2023	WSP USA INC	AIR PERMIT COMPL REPORTING	4,799.77
93803	9/21/2023	JOHANNES VAN GEND	RECRUITMENT-TRAVEL REIMB	954.32
93804	9/22/2023	PACIFIC GAS & ELECTRIC	UTILITIES	1,256.56
93805	9/22/2023	PACIFIC GAS & ELECTRIC	UTILITIES	4,780.18
93806	9/22/2023	FIRST ALARM	SERVICE CALL CHARGE	292.50

Monterey Regional Waste Management District
Cash Disbursements September 2023

Check Number	Check Date	Payee	Transaction Description	Amount
93807	9/22/2023	ACCENT CLEAN & SWEEP, INC.	STREET SWEEPING AUG-23	18,148.00
93808	9/22/2023	ACE HARDWARE	OPERATING SUPPLIES	324.89
93809	9/22/2023	AGUILAR TIRE SERVICE	TIRE REPAIRS	564.65
93810	9/22/2023	ANDERSON PACIFIC ENGINEERING CONSTRUCTION, INC	VOLTAGE PROJECT	256,215.00
93811	9/22/2023	AT&T	UTILITIES	1,204.18
93812	9/22/2023	BALANCE STAFFING	TEMP STAFF REBILL CORRECTIONS	2,264.10
93813	9/22/2023	C & N TRACTORS	SHOP REPAIR PARTS	309.05
93814	9/22/2023	LANDSCAPE MAINTENANCE OF AMERICA	LITTER ABATEMENT	675.00
93815	9/22/2023	CAMPOS BROTHERS RECOVERY, INC	APPLIANCE DISPOSAL	1,653.00
93816	9/22/2023	CASH	PETTY CASH REIMB 091923	158.61
93817	9/22/2023	CASTROVILLE AUTO PARTS	SH13 RADIATOR	235.99
93818	9/22/2023	DON CHAPIN COMPANY INC	CONCRETE LANDFILL BARRIERS	6,656.88
93819	9/22/2023	CINTAS CORPORATION #630	UNIFORM SERVICE WK 9/1/23	5,543.34
93820	9/22/2023	CLAREMONT BEHAVIORAL SERVICES	SEP 2023 EAP PREMIUM 127 EE'S	558.80
93821	9/22/2023	ENDEAVOR MORE INC	SHOP REPAIR PARTS	1,626.24
93822	9/22/2023	CORE & MAIN LP	LANDFILL EROSION CONTROL MAT	28,810.48
93823	9/22/2023	CPS HR CONSULTING	TRAINING FOR JOHN E.	150.00
93824	9/22/2023	CSC OF SALINAS	OPERATING SUPPLIES	512.21
93825	9/22/2023	DARE CAPITAL PARTNERS, LLC	CONTRACT RECYCLING	5,432.44
93826	9/22/2023	DATAFLOW BUSINESS SYSTEMS INC.	CONTRACT INVOICE	120.61
93827	9/22/2023	EDGES ELECTRICAL GROUP LLC	LFG OP SUPPLIES	509.78
93828	9/22/2023	ENERGY DYNAMICS, LLC	LFG REPAIR SUPPLIES	21,264.12
93829	9/22/2023	ERGODIRECT, INC	OFFICE CHAIR FOR ERICA ACT	974.21
93830	9/22/2023	FAST CARE, INC	1ST AID RESPONSE 9/12/23	425.00
93831	9/22/2023	FASTENAL COMPANY	OPERATING SUPPLIES	5,549.77
93832	9/22/2023	JOSE GALLARDO C/O GALLARDO'S ORGANIC FARM	FARMERS MARKET	2,400.00
93833	9/22/2023	GM DISTRIBUTING	CHK SIGNER AGREEMNT 23-24	395.00
93834	9/22/2023	GOLD STAR BUICK GMC, INC	SHOP REPAIR PARTS	97.35
93835	9/22/2023	THE AIS GROUP, INC	GP SUPPORT	2,630.25
93836	9/22/2023	GRAINGER	OPERATING SUPPLIES	676.46
93837	9/22/2023	GREEN VALLEY INDUSTRIAL SUPPLY, INC	SHOP OP SUPPLIES	187.91
93838	9/22/2023	HOFFMEYER COMPANY, INC.	MMT REPAIR PARTS	3,771.97
93839	9/22/2023	INTERSTATE BATTERY CENTER	LF32 BATTERY	195.32
93840	9/22/2023	J.M. EQUIPMENT CO., INC	SHOP REPAIR PARTS	392.16
93841	9/22/2023	JOHNSON ASSOCIATES	AD15 REPAIR PARTS	237.56
93844	9/22/2023	LIVEVIEW TECHNOLOGIES, INC	MONITORG SOFTWARE SUBSCRIPTION	2,617.63
93844	9/22/2023	LIVEVIEW TECHNOLOGIES, INC	MONITORG SOFTWARE SUBSCRIPTION	2,617.63
93845	9/22/2023	MAYA MACIAS	EE REIMB PDF SIMPLI PURCH	40.95
93846	9/22/2023	MONTEREY BAY TECHNOLOGIES, INC.	PDF EDITOR FOR MAYA M	1,499.07
93847	9/22/2023	MCLAUGHLIN	ADMIN OFFICE PAINTING	49,590.00
93848	9/22/2023	MCLELLAN INDUSTRIES, INC.	SHOP STOCK SUPPLIES	286.18
93849	9/22/2023	NVB EQUIPMENT, INC.	LF29 FIRE SUPPRESSION REINSTALL	4,313.65
93850	9/22/2023	CATY O'CONNOR	PER DIEM MEALS WASTECON 2023	276.50
93851	9/22/2023	PACIFIC TRUCK PARTS, INC.	AC HOSES	504.03
93852	9/22/2023	PARADIGM SOFTWARE LLC	MOCA ANNUAL LICENSE	7,155.00
93853	9/22/2023	PENINSULA MESSENGER LLC	MAIL SERVICE P/U	329.00
93854	9/22/2023	PRO CLEAN JANITORIAL SERVICES, INC	CLEANING SERVICE SEP 2023	13,920.00
93855	9/22/2023	QUINN COMPANY, INC.	SHOP REPAIR PARTS	20,349.38
93856	9/22/2023	KEITH DAY COMPANY, INC.	CONTRACT RECYCLING	116,264.30
93856	9/22/2023	KEITH DAY COMPANY, INC.	CONTRACT RECYCLING	116,264.30
93857	9/22/2023	RAIN FOR RENT	LF RENTAL EQUIP	1,791.74
93858	9/22/2023	RUSTY JONES	BIRD ABATEMENT WK END 9/16/23	2,585.00
93859	9/22/2023	JOEL RODRIGUEZ	TEMP STAFF SAFETY SHOE REIMB	100.00
93861	9/22/2023	SAFETEQUIP, INC	SHOP DECALS	197.16
93862	9/22/2023	SAN MIGUEL ROLL OFF CO	SS FREIGHT	25,215.03
93863	9/22/2023	SCS ENGINEERS	RMC 8.1.23-8.31.23	13,745.00
93864	9/22/2023	SELECT STAFFING	TEMP STAFF WEEK END 9/10/23	7,514.50
93865	9/22/2023	SIGNWORKS	REINSTALL REGEN SIGN	511.42
93866	9/22/2023	SILICON ROADWAYS	CONTRACT RECYCLING	2,206.00
93867	9/22/2023	SILKE COMMUNICATIONS, INC.	NEW RADIO FOR J.PFISTER	1,706.78
93868	9/22/2023	SOUTHWESTERN SALES, INC	LF TARPS	33,923.91
93869	9/22/2023	STRATEGIC MATERIALS, INC.	CONTRACT RECYCLING	4,082.70
93870	9/22/2023	STURDY OIL COMPANY	FUELS	2,376.22
93871	9/22/2023	MONTEREY COUNTY COURIERS, INC	AUG COURIER SERVICE	381.45
93872	9/22/2023	SALINAS VALLEY SOLID WASTE	RECYCLIST PROGRAM SUBSCRIPTION	12,392.73
93873	9/22/2023	TESCO CONTROLS, INC	FLOAT SWITCHES	2,268.14

Monterey Regional Waste Management District
Cash Disbursements September 2023

Check Number	Check Date	Payee	Transaction Description	Amount
93874	9/22/2023	TOM'S SITE SERVICES	PORTABLE TOILET SRVC 8.27-9.23	3,656.70
93875	9/22/2023	TORO PETROLEUM CORP	SHOP DIESEL EXHAUST FLUID	724.11
93876	9/22/2023	TRILLIUM CNG	CNG FUEL PURCHASES AUG 2023	85,422.83
93877	9/22/2023	ULINE SHIPPING SUPPLY SPECIAL	OPERATING SUPPLIES	1,917.95
93878	9/22/2023	UNITED RENTALS (NORTH AMERICA), INC	BOOM RENTAL	3,912.41
93879	9/22/2023	WASTE MANAGEMENT INC.	TRASH SERVICE SEP 2023	1,807.49
93880	9/22/2023	WSP USA INC	STORMWATER COMPLIANCE	1,325.74
93881	9/22/2023	COSTCO WHOLESALE	EE RECOGNITION COSTCO GC'S	1,325.00
93881	9/22/2023	SAN MIGUEL ROLL OFF CO	SS FREIGHT	25,215.03
93883	9/22/2023	SULMA B. LIZAMA	TEMP STAFF SAFETY SHOE REIMB	100.00
93884	9/28/2023	AGUILAR TIRE SERVICE	TIRE REPAIRS	3,814.74
93885	9/28/2023	ACE HARDWARE	OPERATING SUPPLIES	247.89
93886	9/28/2023	ALTIVUS MEDICAL	HW DISPOSAL	147.00
93887	9/28/2023	APTIM CORP.	LFGCS REPAIRS 7.14-8.4.23	146,596.51
93888	9/28/2023	AT&T	UTILITIES	1,845.17
93889	9/28/2023	BALANCE STAFFING	TEMP STAFF WK END 9/17/23	2,266.01
93890	9/28/2023	BARNES WELDING SUPPLY	MMT CYLINDER RENTAL	79.92
93891	9/28/2023	BLUE SKY ENVIRONMENTAL, INC.	EMISSIONS COMPLIANCE TESTING	29,266.00
93892	9/28/2023	CALIFORNIA LOCAL AGENCY FORMATION COMMISSION	CALAFCO CONF/SPONSORSHIP	1,430.00
93893	9/28/2023	CALIFORNIA LULAC FOUNDATION	DONATION LULAC B&W BALL 2023	1,500.00
93894	9/28/2023	CAMPOS BROTHERS RECOVERY, INC	APLIANCE DISPOSAL	1,498.00
93895	9/28/2023	CASTROVILLE AUTO PARTS	SHOP REPAIR PARTS	660.37
93896	9/28/2023	CCPS, INC.	BOARDROOM OUTLET REPAIRS	1,435.69
93897	9/28/2023	CENTRAL COAST TIRE, LLC	TIRE REPAIRS	699.62
93898	9/28/2023	GREGORIO CIMIENTO CANADA	TENT RENTAL WELNESS FAIR	120.00
93899	9/28/2023	CORNERSTONE ENVIRONMENTAL GROUP, LLC	MTRY CASP FACILITY	49,624.34
93900	9/28/2023	CSC OF SALINAS	OPERATING SUPPLIES	53.72
93901	9/28/2023	DARE CAPITAL PARTNERS, LLC	CONTRACT RECYCLING	6,817.39
93902	9/28/2023	DATAFLOW BUSINESS SYSTEMS INC.	CONTRACT INVOICE	132.95
93903	9/28/2023	KEITH DAY COMPANY, INC.	FUEL SURCHARGE JUL-23	15,708.31
93904	9/28/2023	JOHN EASTON	EE REIMB MILEAGE ATSSA TRAINING	246.28
93905	9/28/2023	EVERBANK, N.A.	COPIER LEASE KYOCERA 6052CI	301.00
93906	9/28/2023	FASTENAL COMPANY	OPERATING SUPPLIES	71.34
93907	9/28/2023	LEONEL GALVEZ VAZQUEZ	LFG UNIT 1 EXHAUSE REPLACEMENT	44,630.00
93908	9/28/2023	GRANITE ROCK	MOD 7	400,372.75
93909	9/28/2023	HOFFMEYER COMPANY, INC.	MMT FREIGHT CHARGES	263.95
93910	9/28/2023	JOHNSON ASSOCIATES	SHOP REPAIR PARTS	32.72
93911	9/28/2023	KENNEDY/JENKS CONSULTANTS, INC	VOLTAGE PROJECT	9,821.50
93912	9/28/2023	MONTEREY SIGNS, INC	BOARDROOM SIGN REMOVAL	624.69
93913	9/28/2023	MONTEREY PENINSULA ENGINEERING	TEMP SCALEHOUSE WORK	52,717.00
93914	9/28/2023	MELISSA BAXTER DBA NOTHING WASTED CONSULTING	Q3 1383 SAMPLING	26,724.00
93915	9/28/2023	OFFICE DEPOT CREDIT PLAN	OFFICE DEPOT STMT SEP 2023	1,451.92
93916	9/28/2023	OTIS ELEVATOR COMPANY	ELEVTR MAINT 10.1-12.31.23	1,034.40
93917	9/28/2023	PACIFIC TRUCK PARTS, INC.	SHOP REPAIR PARTS	83.39
93918	9/28/2023	QUALITY WATER ENTERPRISES INC	C&I RENTAL 10.1.23-10.31.23	90.00
93919	9/28/2023	QUINN COMPANY, INC.	SHOP REPAIR PARTS	5,344.44
93920	9/28/2023	RAIN FOR RENT	SITE PUMP RENTAL	4,948.68
93921	9/28/2023	JAY RAMOS	EE REIMB SIT OFFC/LF MATERIALS	558.17
93922	9/28/2023	RDO INTEGRATED CONTROL	LF CARLSON GPS PHASE 2 INSTALL	4,000.00
93923	9/28/2023	RUSTY JONES	BIRD ABATEMENT WK END 9/23/23	2,585.00
93924	9/28/2023	ADMINISTRATOR-SDRMA	ANNUAL WC RECON YR 22-23	40,414.20
93925	9/28/2023	SELECT STAFFING	TEMP STAFF WK END 9/17/23	9,229.07
93926	9/28/2023	JOSE DANIEL BARRERA	MDO REFLECTIVE VINYL SIGN SITE	4,887.54
93927	9/28/2023	SILICON ROADWAYS	CONTRACT RECYCLING	998.00
93928	9/28/2023	PETER SKINNER-SERVICES	UPDATE REPORTING DASHBOARDS	9,275.00
93929	9/28/2023	STRATEGIC MATERIALS, INC.	CONTRACT RECYCLING	3,163.81
93930	9/28/2023	STURDY OIL COMPANY	FUELS	34,213.10
93931	9/28/2023	THE TRAILER COMPANY, INC.	SHOP REPAIR PARTS	1,340.59
93932	9/28/2023	VERIZON WIRELESS	GPS/HOTSPOT	425.58
93933	9/28/2023	VIA SYN, INC.	SCHED COORD SRVC SEP-23	3,782.00
93934	9/28/2023	WSP USA INC	MOD 7	65,463.37
				<u>\$ 3,214,715.10</u>

MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT

Employee Cash Disbursements

September 2023

Check Date	Check Number	Payee	Description	Amount	Purpose	Location
9/8/2023	93706	REGINA SANTA CRUZ	EE REIMB - EE AAPRECIATION	\$ 263.86	EMPLOYEE RECOGNITION LUNCH	MARINA, CA
9/15/2023	93774	ALEX MONTEJANO	EE REIMB LUNCH FOR SITE CREW	198.40	LUNCH FOR SITE CREW	MARINA, CA
9/28/2023	93904	JOHN EASTON	EE REIMB MILEAGE ATSSA TRAINING	246.28	DRIVE TO TRAINING OUT OF TOWN	SACRAMENTO, CA
9/28/2023	93921	JAY RAMOS	EE REIMB SIT OFFC/LF MATERIALS	558.17	FLOORING FOR SITE OFFICES	SEASIDE, CA
9/15/2023	93773	FELIPE MELCHOR	EE REIMB TOWNHALL LUNCH	803.34	TOWNHALL LUNCH	GREENFIELD, CA

Draft ReGen Monterey

2024 Calendar of Board Meetings and Other Events

January							February							March							April						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3						1	2		1	2	3	4	5	6
7	8	9	10	11	12	13	4	5	6	7	8	9	10	3	4	5	6	7	8	9	7	8	9	10	11	12	13
14	15	16	17	18	19	20	11	12	13	14	15	16*	17	10	11	12	13	14	15	16	14	15	16	17	18	19	20
21	22	23	24	25	26	27	18	19	20	21	22	23	24	17	18	19	20	21	22	23	21	22	23	24	25	26	27
28	29	30	31				25	26	27	28	29			24	25	26	27	28	29	30	28	29	30				
														31													

May							June							July							August							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
			1	2	3	4							1		1	2	3	4	5	6						1	2	3
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10	
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17	
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23*	24	
26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30	31	

September							October							November							December								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
1	2	3	4	5	6	7				1	2	3	4	5							1	2	1	2	3	4	5	6	7
8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14		
15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20*	21		
22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28		
29	30						27	28	29	30	31			24	25	26	27	28	29	30	29	30	31						

Board Meetings
9:00 a.m.

Extended Board Meetings
9:00 a.m. - 12:30 p.m.

Finance/Personnel Committee Meetings
9:00 a.m.-10:30 a.m./10:30 a.m.-12:00 p.m.

Monterey County Special - TBD
Districts Association Meetings
6:00 p.m. - 8:00 p.m.

Other Notable Conferences/Events for 2024 are listed below:

- April 15-18 SWANA Palooza, Phoenix, Az
- TBD SDRMA Safety/Claims Education Day
- May 20-23 SWANA Western Regional Symposium, Palm Springs, CA
- TBD CRRRA Symposium
- March 25-29 CSDA Annual Conference
- October 16-18 League of California Cities Annual Conference
- October 21-23 SWANA WasteCon



* Subject to Cancellation Pending Board Action Items

MEMO



Consent
Item #: 4

Meeting Date: October 20, 2023

To: Board of Directors
From: Berta R. Torres, Director of Human Resources
Approved by: Felipe Melchor, General Manager

Subject: Addition of New Classification of Associate Engineer and Related Pay Schedule

RECOMMENDATION

That the Board approve the addition of a new classification of Associate Engineer and related pay schedule.

BACKGROUND AND DISCUSSION

Currently, the Engineering & Compliance department has six (6) budgeted full-time equivalent (FTE) positions. Including two senior-level civil engineers and an engineer in training (EIT) who is expected to obtain the Professional Engineer license in the coming year. A Project Manager position is new to ReGen and was added in July 2023 to assume responsibility for primarily construction management functions, including capital improvement construction projects and facilities maintenance projects. The Project Manager position will facilitate 'project delivery' and be primarily engaged in construction and operations and maintenance (O&M) phases of the project life cycle (aka 'construction' and 'post-construction' activities).

Recruitment efforts for the Project Manager concluded this week with offer acceptance from a candidate with more than 20 years' experience managing all phases of construction projects. This candidate will be well positioned to promptly assume hand-off or project management responsibilities, creating bandwidth for the civil engineers to manage technical aspects of capital improvement and more complex maintenance projects in the design/design modification and permitting phases of the project life cycle (aka 'pre-construction' activities).

Positions	FTE
Director of Engineering & Compliance (incumbent)	1
Director of Engineering & Compliance (successor) (vacant)	1
Senior Engineer	1
Project Manager (new hire to start 11/06/23)	1
Assistant Engineer, EIT	1
Regulatory Compliance Coordinator (new hire to start 10/16/23)	1
Current Total FTE: 6	
Associate Engineer (if approved)	

Recruitment for a successor Director of Engineering & Compliance was outsourced to a recruitment firm in the Summer of 2023 and was unsuccessful, due in part to the limited pool of local candidates with the senior-level experience required for the role and the challenge of attracting candidates from other

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Let's not waste this.



regions due to the high cost-of-living in our area. While internal recruitment efforts continue for a Director or senior-level candidate, the challenge in finding a qualified candidate has prompted Staff to consider alternative options for ensuring ReGen is adequately staffed to manage the engineering needs. To this end, Staff is requesting Board approval to expand its search for licensed professional engineers to include various levels (Director, Senior and Associate) with the intent of broadening the pool of potential candidates from which to select one (1) engineer with sufficient experience to support the current and future workload. The job description is attached as Attachment A. Should one of the more senior-level candidates be selected, the addition of an Associate Engineer position in the engineer sequence provides the natural advancement opportunity for the Assistant Engineer to grow into in the future. The pay schedule being proposed for this position is attached as Attachment B.

The salary represented in the pay schedule shown above is approximately 10% above current market and is intended to give ReGen a competitive advantage in hiring for this position as the current labor pool for engineers is scarce as evidenced by the unsuccessful recruitments thus far for a senior engineer and director of engineering. The proposed compensation also aligns internally with roles of similar scope of responsibility. The appropriate unit classification for this professional-level classification will be determined with guidance from legal counsel.

FINANCIAL IMPACT

The addition of the new classification as discussed above may result in a decrease of approximately \$40K to \$55K to the FY 2023/24 staffing budget as only one (1) engineer position will be filled, based on candidate qualifications and experience. The FY 2023/24 staffing budget includes compensation for the highest-level civil engineer (Director of Engineering & Compliance).

CONCLUSION

Staff requests the Board's approval of a new classification of Associate Engineer and related pay schedule to ensure ReGen Monterey is adequately staffed to manage the engineering needs that are currently present and as it continues to grow in its breadth of diversion and disposal services to the community.

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Job Description

Position:	Associate Engineer	Position Status:	Full Time/Exempt
Reports to:	Senior Engineer	Created/Revised:	10/2023

DEFINITION

Under general supervision, assists with and performs a variety of professional and technical administrative and field engineering work related to the management, planning, design, construction and maintenance of ReGen Monterey’s existing assets, capital improvement projects and other infrastructure projects, reviews engineering plans and specifications, confers with project manager(s), coordinates with staff and external contractors, consultants, and agency representatives; The ideal candidate will possess superior problem solving and management skills that will be applied to a diverse portfolio of technical projects. You will be directly responsible for engineering and construction at solid waste disposal, recycling, processing, and transfer facilities, will communicate with senior management, and may direct and mentor junior staff.

DISTINGUISHING CHARACTERISTICS

The Associate Engineer is a journey-level professional engineer classification. Incumbents in this class possess the applicable education, training and experience required for a professional engineer license. Incumbents are expected to perform any field or office assignment with minimal direction and supervision on a wide variety of capital improvement projects at ReGen’s integrated solid waste management facility and its diversion/beneficial reuse, recycling, disposal, materials processing, and transfer services. The Associate Engineer supports the Senior Engineer in a variety of departmental duties and is job class that differs from the Senior Engineer who has supervisory-level responsibility for the department functions and projects. The Associate Engineer is distinguished from the Assistant Engineer by the performance of the full range of duties as assigned with only minimal instruction or assistance. Incumbents work independently and with responsible charge, seeking assistance only as new or unusual situations arise.

ESSENTIAL FUNCTIONS

The following duties are typical of this classification and are intended only to describe the various types of work that may be performed, the level of technical complexity of the assignment(s) and are not intended to be an all-inclusive list of duties. The omission of a specific duty statement does not exclude it from the position if the work is consistent with the concept of the classification or is similar or closely related to another duty statement to address business needs and changing business practices.

- Perform professional and technical engineering work relative to assigned area of responsibility such as planning, design, landfill development, maintenance operations of landfill gas monitoring and collection, leachate collection and extraction systems and groundwater monitoring wells and systems, capital improvements and traffic
- Design and prepare plans and specifications and requests for proposals for projects related to material processing and disposal of wastes including landfill development and related operational programs, facilities, and operations; roads, storm drains, sewer and water lines, research project design requirements; perform calculations and prepare estimates of time and material costs.
- Develop and/or revise design and construction standards for District structures, control equipment, processing systems, and appurtenant aspects.
- Investigate field problems affecting District operations, surrounding property owners, contractors and maintenance operations; resolve problems, define an appropriate investigation plan, or refer to senior management as appropriate.
- Administer design and construction contracts; coordinate and review the work of outside consultants and vendors; review and recommend payments and billing for contracted services related to assigned projects; negotiate prices and schedules, as necessary.

- Request and participate in the collection of survey and mapping data.
- Prepare estimates and feasibility reports for new or modified services and structures.
- Participate in the plan check, review and processing of plans for District development plans affecting waste processing and disposal, including streets, sewers, drains and related facilities; assure compliance with local, state and federal codes, ordinances, rules and regulations.
- Evaluate and implement District's waste screening and acceptance criteria and policies.
- Prepare various regulatory permit compliance monitoring and reporting documents and reports.
- Prepare visual presentations and reports.
- Prepare special engineering studies and reports.
- Manage and oversee closure/post closure landfill responsibilities and regulatory agency permits.
- Maintain the integrity of the historical records.
- Provide good customer service to both internal and external customers, maintain positive and effective working relationships with other District employees.
- Other duties as assigned.

QUALIFICATIONS & EXPERIENCE REQUIREMENTS

Knowledge of: Working knowledge of engineering practices and procedures including planning, development, design, construction methods and techniques, strength and properties and uses of materials, hydrology and hydraulics, specification, and structural engineering; engineering mathematics and economics; laws and ordinances relating to design and construction standards; road structure design; testing procedures and equipment and materials inspection; surveying methods and construction. Some knowledge of the application of data processing to solve engineering problems; and the principles and practices of civil/mechanical/electrical engineering; engineering economics and life cycle cost principles; budget development and expenditure control; research and evaluation methodologies.

Ability to: Plan and design complex construction projects/facilities; manage professional service consultants and contractors; review engineering plans and specifications prepared by others; make inspections of all phases of engineering work in progress; enforce contract specification and requirements; make accurate estimates of cost of materials and construction time; prepare complex technical reports; collect and analyze data on a variety of technical, analytical, and administrative topics; perform with a minimum of supervision; Direct District permitting and operations compliance functions with regulatory agencies; enforce common safety practices and procedures; prepare and present clear, concise and comprehensive reports; establish and maintain effective working relationships with others; assign, schedule and review the work of subordinates on an assigned project; present technical material to a nontechnical audience; input, access and analyze data using a computer terminal; deal tactfully, courteously, and efficiently with the public and other staff; apply sound judgment in a variety of circumstances with or without specific instructions; and communicate clearly and effectively both orally and in writing.

Experience: Any combination of training and experience that would provide the required knowledge and abilities is qualifying. A typical way to obtain these knowledge and abilities would be:

Three or more years of experience as a licensed Professional Engineer performing duties comparable to ReGen Monterey's Associate Engineer.

Education, Licenses, Certifications:

- Bachelor's degree in civil, mechanical, or electrical engineering
- Possession of a valid California Class C drivers' license
- Possession of a valid certificate of registration as Professional Engineer (PE). The PE license must be issued

by the California State Board of Registration of Professional Engineers or, if issued in another state, obtained within 9 months of employment start date.

PHYSICAL AND SENSORY REQUIREMENTS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

Frequent to constant stand and walk; sit for limited time; frequently bend and turn neck; constant manual/finger dexterity and hand/eye coordination; frequent to constant reaching forward and to side; constant pulling (ex: tickets off receipt machine); constant hearing and vision to normal range; constant verbal communication; frequently walk on sloped ground and uneven surfaces; occasionally lift and move objects weighing up to 25 lbs.

Mental Demands

While performing the duties of this class, employees are regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and solve policy and operational issues; observe and interpret people and situations; use math and mathematical reasoning; learn and apply new information or skills; perform detailed work on multiple, concurrent tasks with constant interruptions; work under deadlines and interact with all levels of District management and personnel, and the public.

Work Environment

Normally, work is performed in both indoor and outdoor environments; occasionally will be exposed to varying temperatures; regular exposure to exposure to dirt, dust, fumes, noise, garbage, foul odors; potential exposure to hazardous materials and chemicals, moderate exposure often works around fast-moving vehicles and equipment; constant contact with staff and the public.

Special Demands

Must be able to actively participate in public meetings including giving presentations in person and on camera before the Board of Directors and members of the public.

ACKNOWLEDGEMENT

I hereby confirm that I have received a copy of the job description and I understand the requirements of this position.

Employee Signature

Date

Employee Name – Please Print

Pay Schedule
Effective October 20, 2023

Board Approved:						
CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
EXEMPT						
Associate Engineer						
Bi-weekly	4,446.02	4,668.32	4,901.74	5,146.83	5,404.17	5,674.38
Hourly	55.58	58.35	61.27	64.34	67.55	70.93

MEMO

**Consent
Item #: 5**



Meeting Date: October 20, 2023

To: Board of Directors
From: Director of Engineering, Guy R. Petraborg
Approved by: General Manager, Felipe Melchor

Subject: Authorize the General Manger to Execute Agreement with Waste Management for Single Stream Recycling

RECOMMENDATION: That the Board authorize the General Manager to execute agreement with Waste Management (WM) for Single Stream Recycling (SSR).

BACKGROUND

ReGen Monterey (“ReGen”) has been providing WM single stream recycling (SSR) processing services since the opening of the new MRF 2.0 in 2018. In addition, WM, as a prominent national solid waste management company with collections/transfer/recycling/disposal services, has been providing ReGen recyclables brokerage services for most of the SSR materials that are processed by ReGen. ReGen and WM have existing contracts with each other for these respective services.

ReGen staff, together with District Legal staff, recently reviewed all of the SSR agreements for current customers using ReGen’s recyclables processing services. Based on that review, a new recycling agreement template was prepared so that a uniform standard agreement can be used by ReGen for all customers going forward. Refer to the first agreement that is attached to this staff report for the new recycling agreement template.

DISCUSSION

There were no substantial changes to the existing recycling agreement by staff’s development of a new Recycling Agreement standard template. The changes that were made were minor wording changes for clarity, uniform use of certain terms, and uniform presentation of each paragraph. Thus, the use of the new standard template essentially represents a renewal or replacement of the existing recycling agreement for any given existing customer.

FINANCIAL IMPACT

As the new WM Recycling Agreement is essentially a renewal or replacement of the existing WM Recycling Agreement, and ReGen’s recyclable processing rate remains unchanged at \$40 per ton, there is no financial impact associated with the Board’s approval of the new WM Recycling Agreement (attached).

Physical Address

14201 Del Monte Blvd.
Salinas, CA 93908

Mailing Address

P.O. Box 1670
Marina, CA 93933

Phone / Fax

831-384-5313 PHONE
831-384-3567 FAX

Web / Social

ReGenMonterey.org
@ReGenMonterey

Let’s not waste this.



CONCLUSION

Staff recommends that the Board authorize the General Manager to execute the new WM Recycling Agreement for continued processing of single stream recycling (SSR) materials delivered to ReGen from WM.

ATTACHMENTS:

- ReGen's Recycling Agreement Template (undated)
- New WM Recycling Agreement (to be dated 11/01/2023)

RECYCLING AGREEMENT

THIS RECYCLING AGREEMENT (the "Agreement") is made this 1st day of November 2023, by and between WM ("Company") and Monterey Regional Waste Management District ("District"), also known as "ReGen Monterey", with a location in Unincorporated County of Monterey at 14201 Del Monte Blvd., Salinas, CA 93908 (the "Facility").

WHEREAS, District owns and operates the Facility for the processing of recyclables; and

WHEREAS, the Company desires to pay District to accept/process certain recyclable materials and District wants to receive such materials for recycling purposes.

NOW, THEREFORE, the parties, for themselves, their successors, and assigns, in consideration of their respective undertakings and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby covenant and agree as follows:

1.0 Term: The term of this Agreement shall commence November 1, 2023, and end on June 30, 2024. This Agreement shall automatically renew for two (2) consecutive one (1) year terms thereafter, unless either party provides the other party with written notice of termination at least ninety (90) days prior to the expiration of the then current term.

2.0 Services and Rebates.

2.1 Company shall deliver (or cause to be delivered) to District at the Facility, and District shall receive from Company, the entire quantity of loose single stream recyclable material ("Recyclables" or also known as "SSR" materials) received from Company route collections of recyclable materials.

2.2 Company shall pay District for receiving and processing the Recyclables as stated below:

2.2.2 From November 1, 2023 through June 30, 2024 the price will be \$40.00 per ton.

2.2.3 Prior to June 30, 2024, and prior to each subsequent June 30th during the duration of the Agreement, Company and District shall agree upon the new price for Recyclables processing by District for the new Fiscal Year beginning July 1st of each year. In the event the Company and District cannot agree on a price for the Recyclables, the Recyclables price will remain \$40.00 per ton on a month-to-month basis until a price is either agreed upon or the Agreement is terminated. Notwithstanding Section 1, entitled "Term" in the event a price cannot be agreed upon, prior to June 30 of any contract year, either party may terminate this Agreement with ninety (90) days written notice. In the event a price for the Recyclables is agreed upon, the Agreement will be amended by "Addendum" to reflect such price. Such amendment can be made in the form of a written addendum to this Agreement presenting the agreed upon rebate or charge that is signed and dated by both parties.

2.3 By the 5th of each month, District will provide a detailed summary of all deliveries of Recyclables delivered by or on behalf of Company in the previous month. Such report shall include an itemized listing of receipts showing date and time of delivery, truck number, net weight, price per ton and amount payable.

2.4 Company shall pay District the amount owed on or before the 15th of the month following the receipt of the District's invoice.

2.5 Title and risk of loss shall be transferred to District at the time of delivery of the recyclable materials and received by the District.

2.6 District will make all reports required by the State of California for all jurisdictions from which Recyclables are collected by Company.

2.7 Any benefits received from the State of California Department of Conservation from their Curbside Supplemental payments program during any calendar year shall accrue to the benefit of the Company that registered and operates the designated Curbside Recycling program assigned to receive the supplemental payment.

3.0 Quality.

3.1 Company warrants that at the time of delivery to District, all Recyclables shall be of the type of single stream material collected from residential and commercial locations ("Specifications") defined in the Franchise Contract for said location and acceptable to the District's processing services. The parties acknowledge that the District desires that the deliveries contain 90% or more of recyclable materials (e.g., 10% or less of non-recyclable materials (aka "contaminants" or "contamination")). In the event a load of Recyclables fails to meet such Specifications, then District shall promptly notify Company. Prior to rejecting or downgrading any Recyclables, the District shall immediately notify Company of such rejection, and hold such load (the "Questioned Load") for two (2) business days after such notification for Company's visual inspection. District shall also digitally photograph the Questioned Load and forward such photographs to Company via email. If a Questioned Load is determined by both parties not to meet the Specifications, and the parties

are unable to reach agreement as to an adjustment in price, Company shall, at its own cost and expense, cause the rejected load to be either transported to a location designated by Company or be disposed of by District by the least costly means reasonably available to District. If the parties are unable to agree or Company fails to respond in a timely manner, District may reject the load and Company shall, at its own cost and expense, cause the rejected load to be either transported to a location designated by Company or be disposed of by District by the least costly means reasonably available to District. If a Questioned Load was improperly rejected, all transportation and other fees or costs incurred by Company to transfer and dispose of the Questioned Shipment shall be borne by District. Failure to provide timely notification, provide photographs, or processing of the Recyclables shall be deemed acceptance and the amount owed as set forth above in Section 2 entitled "Services and Rebates" shall be paid in full with no deductions.

3.2 EXCEPT AS SET FORTH ABOVE, COMPANY HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED WITH RESPECT TO THE RECYCLABLES, THEIR MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS OR LOST SALES, OR ANY DUTY TO DEFEND, BY REASON OF ANY DEFECTS IN THE RECYCLABLES, OR BREACH BY COMPANY OF ITS WARRANTY. District's sole remedy for claims related to quality of the Recyclables shall be as set forth in Section 3.1 above.

4.0 Operations.

4.1 Company shall deliver (or cause to be delivered) the Recyclables to District. District guarantees that the wait time at its truck scale facility to weigh deliveries shall be no more than fifteen (15) minutes. Facility shall accept Recyclables delivered by Company Monday through Friday during its normal receiving hours or as otherwise agreed by the parties. The Facilities will be closed for the following Holidays: New Year's Day, July 4th, Thanksgiving and Christmas.

4.2 District will provide all necessary equipment and supplies associated with weighing trucks under this Agreement. District agrees to weigh all inbound deliveries and outbound trucks on a State Certified Scale with a current State Certified Seal.

4.3 District assumes the legal obligation to ensure that all its employees are legally authorized to work in the United States pursuant to all applicable immigration laws, child labor laws, and any other applicable labor or employment law. District warrants that it operates in accordance with and complies with the Immigration Reform and Control Act of 1986, and all other citizenship and immigration laws and regulations and complies with all other state and federal employment laws. Specifically, District warrants that all its employees have validated identity and authorization-to-work documents pursuant to U.S. Immigration and Naturalization laws and to maintain Employment Eligibility Verification Forms ("I-9's") on all its employees.

4.4 District shall handle, store and process the Recyclables in accordance with all applicable laws, rules and regulations promulgated by any government authority having jurisdiction over District as it relates to District's obligations set forth herein, including, but not limited to all health and environmental laws, 40 CFR parts 257 and 258 (Subtitle D. Regulations), 49 CFR (Federal Transportation Regulations), and 29 CFR (OSHA Regulations). District shall obtain and keep in effect any and all governmental licenses or permits required by law and provide Company copies evidencing compliance with those laws upon request.

4.5 Company makes no commitment or guarantee to the minimum or maximum quantity of Recyclables to be delivered under this Agreement.

4.6 District shall recycle the Recyclables for reuse and shall not deposit any Recyclables in landfills, except such residue left after appropriate processing of such Recyclables. Unless specifically authorized in writing, all material shall be Recycled and not Remarketed. "Recycled" means prior to resale or reuse all materials are (a) rendered unfit for their original use or (b) dismantled into component materials such as plastic, steel, aluminum, and glass. "Remarketed" means the resale as a product or as an operating component of a product or reuse of the material for use as it was originally intended. District shall sell 100% of the Recyclables for use by pulp processing mills and other markets for non-fiber Recyclables and shall not sell for any other purpose, including but not limited to, use as animal bedding.

5.0 Insurance. Both parties shall procure and maintain at its own expense, during the term of this Agreement at least the following insurance covering activities performed under this Agreement.

<u>Coverage</u>	<u>Limits</u>
Workers' Compensation	Statutory
Employer's Liability	\$1 Million each occurrence
Commercial Gen. Liability	\$2 Million per occurrence
(Including Completed Operations, Contractual Liability, Broad Form Property Damage)	\$3 Million annual aggregate

Automobile Liability	\$2 Million per occurrence
	\$3 Million annual aggregate
Umbrella/Excess Liability	\$5 Million per occurrence

The policy shall be endorsed to name the other party, its parents, subsidiaries and affiliates, as additional insureds to the extent of liability assumed hereunder and shall provide for thirty (30) days prior written notice of termination, cancellation, or material change in coverage.

6.0 Indemnification. Each party agrees to indemnify, save harmless, and defend the other, its affiliates, officers, directors, shareholders, employees and agents (each an “indemnitee”) from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees), which an indemnitee may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any personal property, or any violation of governmental laws, regulations, or order to the extent caused by the other’s breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the other, its agents, employees or subcontractors in the performance of this Agreement. The obligations described in this paragraph shall survive termination or expiration of this Agreement.

7.0 Default. If a party defaults in the performance of any warranty, representation, term, condition, or provisions contained in this Agreement, the non-defaulting party shall notify the defaulting party of the default. The defaulting party shall have thirty (30) days to remedy the default, except that if the default is in the payment of money, the defaulting party shall have ten (10) days to remedy the default. In the event of an uncured default, in addition to any other remedies available under law, the non-defaulting party may terminate this Agreement immediately upon written notice. In addition, if a party fails to pay any sums when due hereunder more than two (2) times during the term hereof, the other party shall not be required to allow the defaulting party to remedy the default and can terminate the Agreement immediately upon written notice.

8.0 Insolvency. If a party or if any company owning more than fifty (50%) percent of such party: (i) does not pay its debts as they become due; or (ii) admits in writing its inability to pay its debts; or (iii) becomes insolvent; or (iv) makes a general arrangement or assignment for the benefit of creditors; or (v) undertakes any action or other proceedings seeking relief as a debtor or otherwise under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors or any such action or proceedings is brought against it; or (vi) seeks appointment of a receiver, liquidator, trustee, custodian or similar official for it or for all or any substantial part of its property or such a receiver, trustee, custodian, or similar official is appointed, whether sought by it or not, in addition to any other remedies available to it at law or otherwise, the other party may immediately terminate this Agreement by giving written notice to such party.

9.0 Notices. All notices, requests, demands and other communications hereunder (including notices of all asserted claims or liabilities) shall be in writing and shall be either delivered personally, or mailed by certified U.S. Mail, postage prepaid, return receipt requested, or sent by reputable overnight courier to the addresses herein designated or such other address as may be designated in writing by notice given in the manner provided herein, and shall be effective upon personal delivery thereof or upon receipt if sent by certified mail or 24 hours after deposit with an overnight courier.

If to Company: and to:	To the address set forth above, Attn.: President _____
If to District:	DELIVERY SERVICE: 14201 Del Monte Blvd., Salinas, CA 93908 USPS MAIL DELIVERY: P.O. Box 1670, Marina, CA 93933-1670 To the address set forth above, Attn.: General Manager

Either party may change its contact person or address by giving the other notice thereof in the manner provided in this Section.

10.0 Miscellaneous.

10.1 Assignment. This Agreement is not assignable by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld. A transfer by a party of substantially all of its assets to another entity (whether in one transaction or a series of transactions), or the merger or consolidation of a party with another entity, or the transfer of a controlling ownership interest of such party, will be deemed to constitute an assignment of this Agreement. Subject to the foregoing, this Agreement is binding upon the successors and assigns of each party.

10.2 Force Majeure. Neither party to this Agreement shall be responsible for any delays, losses, damages or failures of performances of any of its obligations under this Agreement where such delays, losses, damages or failures

are due to causes beyond the control of either party. Force Majeure events include, without limitation, acts of God, act of public enemy, riot, disorder, epidemic, landslide, lightning, earthquake, fire, storm, flood, civil disturbance, explosion, interference by civil or military authorities, strike, statute, ordinance, government order or ruling or similar cause beyond the control of either party. Force Majeure shall not include financial inability to perform.

10.3 Relationship of Parties. Nothing contained in this Agreement shall be intended to create, or does create, a partnership, joint venture, fiduciary or agency relationship.

10.4 Waiver. Except as otherwise provided herein, neither party’s waiver of any default or failure to enforce, the observance and performance of any term or condition of this Agreement at any time shall in any way affect, limit or waive such party’s right thereafter to enforce or compel strict compliance herewith and with every such term and condition. No course of dealings between the parties, no waiver by Company or District, and no refusal or neglect by Company or District to exercise any right hereunder or to enforce compliance with the terms of this Agreement shall constitute a waiver of any provision herein with respect to any prior or subsequent breach, actions or omissions hereunder, unless such waiver is expressed in writing and signed by the waiving party.

10.5 Rights and Remedies. Any specific right or remedy provided in this Agreement shall not be exclusive but will be cumulative of all other rights and remedies set forth herein or allowed by law.

10.6 Litigation. If there is any litigation between the parties with respect to this Agreement, then the prevailing party (the party entitled to recover costs of suit at such time as all appeals have been exhausted or the time for making such appeals has expired) shall be entitled to recover court costs and reasonable attorneys’ and experts’ fees in addition to such other relief as the court may award. These rights and obligations will survive the expiration and termination hereof.

10.7 Survival. Any term or condition of this Agreement intended by its terms to be observed or performed by either party after the expiration or termination hereof shall survive such expiration or termination and continue thereafter in full force and effect.

10.8 Governing Law. This Agreement shall be governed by and construed according to the laws of the state of California.

10.9 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which together shall be deemed an original, and all of which together shall constitute one and the same instrument.

10.10 Entirety of Agreement; Modification. This Agreement constitutes the entire agreement and understanding between the parties with respect to the matters contained herein. This Agreement may be modified or amended by a written instrument executed by both parties hereto. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision.

10.11 Confidentiality. The District is a public entity and a member of the California Special District Association. As a public entity, the terms of this Agreement are both public and non-confidential. The Company may request in advance, prior to delivery to the District, that any proprietary or other confidential information in connection with this Agreement (including without limitation financial, volume or pricing data) be treated as private and confidential and not disclosed to a third party (other than such party’s employees, lenders, attorneys, accountants or advisors who have a need to know such information and have agreed to keep such terms confidential), except in order to comply with any applicable law, regulation or rule or in connection with any court or regulatory proceeding; provided, however, each party shall, to the extent practicable, use reasonable efforts to prevent or limit any such required disclosure. The District will receive a legal opinion as to whether the documents to be provided by the Company qualify to be designated as proprietary and confidential, and will notify the Company of the findings of the legal opinion. For the accidental or unauthorized disclosure of any documents designated as proprietary and confidential by joint agreement of the parties, the parties shall be entitled to all remedies available at law or in equity to enforce, or to seek relief regarding, this confidentiality obligation.

Monterey Regional Waste Management District

WM (Company)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

RECYCLING AGREEMENT

THIS RECYCLING AGREEMENT (the "Agreement") is made this ____ day of _____, 202_, by and between _____ ("Company") and Monterey Regional Waste Management District ("District"), also known as "ReGen Monterey", with a location in Unincorporated County of Monterey at 14201 Del Monte Blvd., Salinas, CA 93908 (the "Facility").

WHEREAS, District owns and operates the Facility for the processing of recyclables; and

WHEREAS, the Company desires to pay District to accept/process certain recyclable materials and District wants to receive such materials for recycling purposes.

NOW, THEREFORE, the parties, for themselves, their successors, and assigns, in consideration of their respective undertakings and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby covenant and agree as follows:

1.0 Term: The term of this Agreement shall commence _____, 202_ and end on _____, 202_. This Agreement shall automatically renew for two (2) consecutive one (1) year terms thereafter, unless either party provides the other party with written notice of termination at least ninety (90) days prior to the expiration of the then current term.

2.0 Services and Rebates.

2.1 Company shall deliver (or cause to be delivered) to District at the Facility, and District shall receive from Company, the entire quantity of loose single stream recyclable material ("Recyclables" or also known as "SSR" materials) received from Company route collections of recyclable materials.

2.2 Company shall pay District for receiving and processing the Recyclables as stated below:

2.2.2 From _____, 202_ through _____, 202_ the price will be \$ ____ per ton.

2.2.3 Prior to _____, and prior to each subsequent June 30th during the duration of the Agreement, Company and District shall agree upon the new price for Recyclables processing by District for the new Fiscal Year beginning July 1st of each year. In the event the Company and District cannot agree on a price for the Recyclables, the Recyclables price will remain \$ ____ per ton on a month-to-month basis until a price is either agreed upon or the Agreement is terminated. Notwithstanding Section 1, entitled "Term" in the event a price cannot be agreed upon, prior to June 30 of any contract year, either party may terminate this Agreement with ninety (90) days written notice. In the event a price for the Recyclables is agreed upon, the Agreement will be amended by "Addendum" to reflect such price. Such amendment can be made in the form of a written addendum to this Agreement presenting the agreed upon rebate or charge that is signed and dated by both parties.

2.3 By the 5th of each month, District will provide a detailed summary of all deliveries of Recyclables delivered by or on behalf of Company in the previous month. Such report shall include an itemized listing of receipts showing date and time of delivery, truck number, net weight, price per ton and amount payable.

2.4 Company shall pay District the amount owed on or before the 15th of the month following the receipt of the District's invoice.

2.5 Title and risk of loss shall be transferred to District at the time of delivery of the recyclable materials and received by the District.

2.6 District will make all reports required by the State of California for all jurisdictions from which Recyclables are collected by Company.

2.7 Any benefits received from the State of California Department of Conservation from their Curbside Supplemental payments program during any calendar year shall accrue to the benefit of the Company that registered and operates the designated Curbside Recycling program assigned to receive the supplemental payment.

3.0 Quality.

3.1 Company warrants that at the time of delivery to District, all Recyclables shall be of the type of single stream material collected from residential and commercial locations ("Specifications") defined in the Franchise Contract for said location and acceptable to the District's processing services. The parties acknowledge that the District desires that the deliveries contain 90% or more of recyclable materials (e.g., 10% or less of non-recyclable materials (aka "contaminants" or "contamination")). In the event a load of Recyclables fails to meet such Specifications, then District shall promptly notify Company. Prior to rejecting or downgrading any Recyclables, the District shall immediately notify Company of such rejection, and hold such load (the "Questioned Load") for two (2) business days after such notification for Company's visual inspection. District shall also digitally photograph the Questioned Load and forward such photographs to

Company via email. If a Questioned Load is determined by both parties not to meet the Specifications, and the parties are unable to reach agreement as to an adjustment in price, Company shall, at its own cost and expense, cause the rejected load to be either transported to a location designated by Company or be disposed of by District by the least costly means reasonably available to District. If the parties are unable to agree or Company fails to respond in a timely manner, District may reject the load and Company shall, at its own cost and expense, cause the rejected load to be either transported to a location designated by Company or be disposed of by District by the least costly means reasonably available to District. If a Questioned Load was improperly rejected, all transportation and other fees or costs incurred by Company to transfer and dispose of the Questioned Shipment shall be borne by District. Failure to provide timely notification, provide photographs, or processing of the Recyclables shall be deemed acceptance and the amount owed as set forth above in Section 2 entitled "Services and Rebates" shall be paid in full with no deductions.

3.2 EXCEPT AS SET FORTH ABOVE, COMPANY HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED WITH RESPECT TO THE RECYCLABLES, THEIR MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS OR LOST SALES, OR ANY DUTY TO DEFEND, BY REASON OF ANY DEFECTS IN THE RECYCLABLES, OR BREACH BY COMPANY OF ITS WARRANTY. District's sole remedy for claims related to quality of the Recyclables shall be as set forth in Section 3.1 above.

4.0 Operations.

4.1 Company shall deliver (or cause to be delivered) the Recyclables to District. District guarantees that the wait time at its truck scale facility to weigh deliveries shall be no more than fifteen (15) minutes. Facility shall accept Recyclables delivered by Company Monday through Friday during its normal receiving hours or as otherwise agreed by the parties. The Facilities will be closed for the following Holidays: New Year's Day, July 4th, Thanksgiving and Christmas.

4.2 District will provide all necessary equipment and supplies associated with weighing trucks under this Agreement. District agrees to weigh all inbound deliveries and outbound trucks on a State Certified Scale with a current State Certified Seal.

4.3 District assumes the legal obligation to ensure that all its employees are legally authorized to work in the United States pursuant to all applicable immigration laws, child labor laws, and any other applicable labor or employment law. District warrants that it operates in accordance with and complies with the Immigration Reform and Control Act of 1986, and all other citizenship and immigration laws and regulations and complies with all other state and federal employment laws. Specifically, District warrants that all its employees have validated identity and authorization-to-work documents pursuant to U.S. Immigration and Naturalization laws and to maintain Employment Eligibility Verification Forms ("I-9's") on all its employees.

4.4 District shall handle, store and process the Recyclables in accordance with all applicable laws, rules and regulations promulgated by any government authority having jurisdiction over District as it relates to District's obligations set forth herein, including, but not limited to all health and environmental laws, 40 CFR parts 257 and 258 (Subtitle D. Regulations), 49 CFR (Federal Transportation Regulations), and 29 CFR (OSHA Regulations). District shall obtain and keep in effect any and all governmental licenses or permits required by law and provide Company copies evidencing compliance with those laws upon request.

4.5 Company makes no commitment or guarantee to the minimum or maximum quantity of Recyclables to be delivered under this Agreement.

4.6 District shall recycle the Recyclables for reuse and shall not deposit any Recyclables in landfills, except such residue left after appropriate processing of such Recyclables. Unless specifically authorized in writing, all material shall be Recycled and not Remarketed. "Recycled" means prior to resale or reuse all materials are (a) rendered unfit for their original use or (b) dismantled into component materials such as plastic, steel, aluminum, and glass. "Remarketed" means the resale as a product or as an operating component of a product or reuse of the material for use as it was originally intended. District shall sell 100% of the Recyclables for use by pulp processing mills and other markets for non-fiber Recyclables and shall not sell for any other purpose, including but not limited to, use as animal bedding.

5.0 Insurance. Both parties shall procure and maintain at its own expense, during the term of this Agreement at least the following insurance covering activities performed under this Agreement.

<u>Coverage</u>	<u>Limits</u>
Workers' Compensation	Statutory
Employer's Liability	\$1 Million each occurrence
Commercial Gen. Liability	\$2 Million per occurrence
(Including Completed Operations, Contractual Liability, Broad Form	\$3 Million annual aggregate

Property Damage)	
Automobile Liability	\$2 Million per occurrence
	\$3 Million annual aggregate
Umbrella/Excess Liability	\$5 Million per occurrence

The policy shall be endorsed to name the other party, its parents, subsidiaries and affiliates, as additional insureds to the extent of liability assumed hereunder and shall provide for thirty (30) days prior written notice of termination, cancellation, or material change in coverage.

6.0 Indemnification. Each party agrees to indemnify, save harmless, and defend the other, its affiliates, officers, directors, shareholders, employees and agents (each an “indemnitee”) from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees), which an indemnitee may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any personal property, or any violation of governmental laws, regulations, or order to the extent caused by the other’s breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the other, its agents, employees or subcontractors in the performance of this Agreement. The obligations described in this paragraph shall survive termination or expiration of this Agreement.

7.0 Default. If a party defaults in the performance of any warranty, representation, term, condition, or provisions contained in this Agreement, the non-defaulting party shall notify the defaulting party of the default. The defaulting party shall have thirty (30) days to remedy the default, except that if the default is in the payment of money, the defaulting party shall have ten (10) days to remedy the default. In the event of an uncured default, in addition to any other remedies available under law, the non-defaulting party may terminate this Agreement immediately upon written notice. In addition, if a party fails to pay any sums when due hereunder more than two (2) times during the term hereof, the other party shall not be required to allow the defaulting party to remedy the default and can terminate the Agreement immediately upon written notice.

8.0 Insolvency. If a party or if any company owning more than fifty (50%) percent of such party: (i) does not pay its debts as they become due; or (ii) admits in writing its inability to pay its debts; or (iii) becomes insolvent; or (iv) makes a general arrangement or assignment for the benefit of creditors; or (v) undertakes any action or other proceedings seeking relief as a debtor or otherwise under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors or any such action or proceedings is brought against it; or (vi) seeks appointment of a receiver, liquidator, trustee, custodian or similar official for it or for all or any substantial part of its property or such a receiver, trustee, custodian, or similar official is appointed, whether sought by it or not, in addition to any other remedies available to it at law or otherwise, the other party may immediately terminate this Agreement by giving written notice to such party.

9.0 Notices. All notices, requests, demands and other communications hereunder (including notices of all asserted claims or liabilities) shall be in writing and shall be either delivered personally, or mailed by certified U.S. Mail, postage prepaid, return receipt requested, or sent by reputable overnight courier to the addresses herein designated or such other address as may be designated in writing by notice given in the manner provided herein, and shall be effective upon personal delivery thereof or upon receipt if sent by certified mail or 24 hours after deposit with an overnight courier.

If to Company: and to:	To the address set forth above, Attn.: President _____
If to District:	DELIVERY SERVICE: 14201 Del Monte Blvd., Salinas, CA 93908 USPS MAIL DELIVERY: P.O. Box 1670, Marina, CA 93933-1670 To the address set forth above, Attn.: General Manager

Either party may change its contact person or address by giving the other notice thereof in the manner provided in this Section.

10.0 Miscellaneous.

10.1 Assignment. This Agreement is not assignable by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld. A transfer by a party of substantially all of its assets to another entity (whether in one transaction or a series of transactions), or the merger or consolidation of a party with another entity, or the transfer of a controlling ownership interest of such party, will be deemed to constitute an assignment of this Agreement. Subject to the foregoing, this Agreement is binding upon the successors and assigns of each party.

10.2 Force Majeure. Neither party to this Agreement shall be responsible for any delays, losses, damages or failures of performances of any of its obligations under this Agreement where such delays, losses, damages or failures are due to causes beyond the control of either party. Force Majeure events include, without limitation, acts of God, act of public enemy, riot, disorder, epidemic, landslide, lightning, earthquake, fire, storm, flood, civil disturbance, explosion, interference by civil or military authorities, strike, statute, ordinance, government order or ruling or similar cause beyond the control of either party. Force Majeure shall not include financial inability to perform.

10.3 Relationship of Parties. Nothing contained in this Agreement shall be intended to create, or does create, a partnership, joint venture, fiduciary or agency relationship.

10.4 Waiver. Except as otherwise provided herein, neither party’s waiver of any default or failure to enforce, the observance and performance of any term or condition of this Agreement at any time shall in any way affect, limit or waive such party’s right thereafter to enforce or compel strict compliance herewith and with every such term and condition. No course of dealings between the parties, no waiver by Company or District, and no refusal or neglect by Company or District to exercise any right hereunder or to enforce compliance with the terms of this Agreement shall constitute a waiver of any provision herein with respect to any prior or subsequent breach, actions or omissions hereunder, unless such waiver is expressed in writing and signed by the waiving party.

10.5 Rights and Remedies. Any specific right or remedy provided in this Agreement shall not be exclusive but will be cumulative of all other rights and remedies set forth herein or allowed by law.

10.6 Litigation. If there is any litigation between the parties with respect to this Agreement, then the prevailing party (the party entitled to recover costs of suit at such time as all appeals have been exhausted or the time for making such appeals has expired) shall be entitled to recover court costs and reasonable attorneys’ and experts’ fees in addition to such other relief as the court may award. These rights and obligations will survive the expiration and termination hereof.

10.7 Survival. Any term or condition of this Agreement intended by its terms to be observed or performed by either party after the expiration or termination hereof shall survive such expiration or termination and continue thereafter in full force and effect.

10.8 Governing Law. This Agreement shall be governed by and construed according to the laws of the state of California.

10.9 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which together shall be deemed an original, and all of which together shall constitute one and the same instrument.

10.10 Entirety of Agreement; Modification. This Agreement constitutes the entire agreement and understanding between the parties with respect to the matters contained herein. This Agreement may be modified or amended by a written instrument executed by both parties hereto. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision.

10.11 Confidentiality. The District is a public entity and a member of the California Special District Association. As a public entity, the terms of this Agreement are both public and non-confidential. The Company may request in advance, prior to delivery to the District, that any proprietary or other confidential information in connection with this Agreement (including without limitation financial, volume or pricing data) be treated as private and confidential and not disclosed to a third party (other than such party’s employees, lenders, attorneys, accountants or advisors who have a need to know such information and have agreed to keep such terms confidential), except in order to comply with any applicable law, regulation or rule or in connection with any court or regulatory proceeding; provided, however, each party shall, to the extent practicable, use reasonable efforts to prevent or limit any such required disclosure. The District will receive a legal opinion as to whether the documents to be provided by the Company qualify to be designated as proprietary and confidential, and will notify the Company of the findings of the legal opinion. For the accidental or unauthorized disclosure of any documents designated as proprietary and confidential by joint agreement of the parties, the parties shall be entitled to all remedies available at law or in equity to enforce, or to seek relief regarding, this confidentiality obligation.

Monterey Regional Waste Management District

(Company)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

MEMO

Consent
Item #: 6



Meeting Date: October 20, 2023

To: Board of Directors
From: Senior Engineer, David Ramirez
Approved by: General Manager, Felipe Melchor

Subject: Receive Module 7 Phase 3 – Project Update

RECCOMENDATION: That the Board receive the Module 7 Phase 3 Project Update.

BACKGROUND

On March 24, 2023 ReGen's Board of Directors authorized the General Manager to execute a public works construction contract for the Module 7 Phase 3 – Excavation and Liner Project with Graniterock Construction of Watsonville, CA, in the amount of \$7,991,500.

DISCUSSION

The Module 7 project team is currently addressing various aspects of the Module 7 Phase 3 – Excavation and Liner Project that have slowed the rate of construction progress. Several noteworthy developments have occurred, including most of the engineered fill completion, constructability challenges, and winterization (wet weather) preparation efforts.

1. **Project Progress:** Graniterock Construction has performed the clearing and grubbing required for the liner work and improved their methods of intercepting the groundwater seepage (e.g., dewatering) to allow drying of the saturated subgrade soils in the Module footprint. In addition, Graniterock Construction has completed about 80% of the engineered fill for the project. Onsite soil material that was stockpiled near the southeast corner of the property, as part of the mass grading work done during Phases 1 and 2 of the Module 7 project, was used for the engineered fill construction that has been completed to-date.

Graniterock is working on completing the permanent groundwater intercept sub-drain system (e.g., underdrain), which is an integral part of managing groundwater levels efficiently during and after the liner construction. This system will collect groundwater from the underdrain system and convey it out from under the liner system to a storm water retention pond located outside of the developed landfill area.

2. **Groundwater Seepage Challenges:** Groundwater seepage challenges were anticipated during construction due in part to having the Module 7 area excavation mostly completed prior to Phase 3 and from experience in Modules 4 and 5 construction. As slopes were

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being prepared in the Module 7 footprint, surface soil material near the toe of slope was destabilized (e.g., moved) by groundwater seepage in many locations, thus disturbing 'finished grades' and unsuitable for receiving liner materials. This instability needed to be corrected before construction could continue. The design team engineered a solution that maintains the materials on the slopes by ballasting up the slopes with rock and geotextile fabric. With this engineered solution the slope has been stabilized, allowing work to progress, and continuity with control of groundwater seepage to the permanent underdrain system.

3. **Construction Document Challenges:** The project's construction documents did not illustrate the full extent of the module excavation that had been accomplished as part of the Phase 2 construction activities. Actual ground surface elevations were close to final subgrade elevations and some of the groundwater seepage conditions had been exposed (as opposed to having five (5) or more feet of soil to excavate as illustrated in the construction documents). This was defined early in the project during the contractor's 'layout' activities and contributed to a project delay as it affected the construction equipment and sequencing that the contractor had planned for the excavation and engineered fill construction. As a result, the contractor had to i) demobilize certain equipment to other projects and ii) mobilize a different set of equipment to the site at a later date. During the equipment changeout period the contractor worked with ReGen to assure that minimal costs were incurred as a result of the equipment change. The delay was a couple of months and has resulted in the liner installation to be re-scheduled to early next year and after the wet weather season.
4. **Winterization of Construction Area:** At this point in the project (e.g., mid-October), Graniterock is preparing the construction site for the winter wet weather season. Graniterock has been authorized to supply and install a reinforced plastic sheet cover material to be placed over the exposed subgrade surfaces of the lower (e.g., downgradient) half of the module area. The plastic sheet cover will be placed on both the slope and floor areas of the lower half of the module. The plastic cover will help protect (e.g., minimize) the subgrade surface from erosion and saturation, and to protect the permanent underdrain system from contamination by sediments carried by storm water runoff in the module area. This winterization process is deemed crucial to safeguard that portion of the construction site from potential weather-related disruptions.

In addition, project construction materials that are stored onsite by the contractor have been protected and covered from the weather elements to ensure that they remain viable and ready for installation after the winter wet weather season has ended.

SCHEDULE AND FINANCIAL IMPACTS

Given the project construction impacts noted above, the project is slated for completion in Summer 2024. The financial impacts of these changes have not been quantified completely given the unknown impacts of groundwater seepage control challenges to the installation of the



of the permanent underdrain system that is currently occurring at this time. The details of the financial impacts will be provided with the January 2024 project update once more is known about the construction progress over the next four (4) to five (5) weeks. Currently, about \$228,000 in change orders have been documented on the project with more to be negotiated with Graniterock Construction once the engineered fill, underdrain system installation, and final subgrade excavations are completed.

LANDFILLING IMPACTS

The construction delays and related change to the Module 7 Phase 3 landfill liner completion date does not impact the current landfilling operations plans significantly. Sufficient 'airspace' (e.g., waste disposal capacity) exists in the current lined areas of the landfill to ensure that waste filling operations can continue as planned for more than a year.

CONCLUSION

The Module 7 Phase 3 – Excavation and Liner Project continues to progress, albeit with some challenges related to groundwater seepage management, winterization, and related design refinements. These impacts appear to have been mitigated and the project team is now preparing the construction site for the winter season. The adjusted project completion timeframe is the Summer of 2024. The project team will provide ongoing updates as further progress is made and details are known.

MEMO



**Discussion/Action
Item #: 9**

Meeting Date: October 20, 2023

To: Board of Directors
From: Director of Engineering, Guy R. Petraborg
Approved by: General Manager, Felipe Melchor

Subject: Approve Limited Term Pilot Study Agreement with Loci Control, Inc. of Wareham, MA. for Automated Control of LFG Collection Wells not to exceed a cost of \$110,000

RECOMMENDATION: That the Board authorize the General Manager to execute a limited term Pilot Study Agreement with Loci Control, Inc. of Wareham, MA. for Automated Control of LFG Collection Wells not to exceed a cost of \$110,000 subject to District Legal Counsel's Concurrence to Form.

Background

ReGen Monterey began collecting landfill gas (LFG) in 1983 when the landfill was about 60 to 65 acres in size. A handful of collection wells were installed at that time and conveyed the LFG to a skid-mounted container with an internal combustion engine and electrical generator to produce renewable energy. At that time, LFG collection systems were in their infancy in the solid waste industry and, even more unusual, were landfill gas to energy projects. At that time, it was not typical for landfills to have a LFG collection system and, if they did, it was connected to a flare to destruct the LFG. Forty years later, approximately 163 acres of the 315-acre permitted Monterey Peninsula Landfill has now been developed for waste disposal. Currently, there are more than 80 LFG wells in the waste mass. The collected LFG is used in the four (4) engine-generator sets to produce about 5 megawatts of renewable energy and/or the enclosed LFG Flare. The LFG destruction equipment are abatement devices for the purpose of controlling emissions from the landfill.

Discussion

The image below presents a typical landfill gas wellhead assembly. The wellhead assembly has a tuning valve and several monitoring ports that can be used manually to test the quality and flow rate of LFG using a portable detection device. Each LFG well is manually monitored at least once per month for compliance recording/reporting and tuning purposes. To complete the field monitoring of the currently developed (~163 acres) Monterey Peninsula Landfill's collection wells it takes two (2) persons an entire day. Please note that the currently developed landfill area is about one-half of the final 'footprint' area of the 315-acre permitted landfill and the associated field monitoring of LFG wells can be expected to take twice as long to complete.

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FIGURE 1: Typical LFG Wellhead Assembly



In contrast to the manual field monitoring process being completed once or twice a month, an automated control of a LFG collection well is capable of monitoring the well once or twice an hour if desired. This degree of control on a LFG collection well has been found to be appropriate as changes in the well's 'environmental conditions' can occur several times a day. Most of these changes warrant a tuning adjustment of the LFG wellhead to control the quality and quantity of the gas collected. Conditions that impact LFG quality and quantity include, but are not limited to, the following:

- Changes in ambient temperature,
- Changes in Barometric Pressure,
- Precipitation caused changes to near surface soil conditions,
- Accumulation of liquids in the collection well (not common on the semi-arid Central Coast region),
- Disturbance by wildlife or persons, and
- Changes in the type and quantity of organics (decomposable fraction) in the waste stream

Being able to manage the LFG quality and quantity automatically several times a day, and to "Control Set Points" that are managed by the operator, allows for optimizing LFG collection and control system performance. In the last 5 years or so, this has become increasingly important as Renewable Natural Gas (RNG) development projects have become increasingly popular.

The ability to automatically adjust a LFG collection well several times a day to operator managed "Control Set Points" represents an additional 'tool' for ReGen to use to improve quality and quantity of LFG collected and, as a result, reduce any 'fugitive surface emissions' from the landfill. Figure 2 below presents a partial list of benefits of an automated LFG well control system.



FIGURE 2: Partial List of Benefits of Automated Control of LFG Collection Wells

Loci Automated Landfill Gas Collection

Increases Landfill Gas Collection By 15% or More

Loci Controls increases revenue through improved gas flow and quality and decreases costs and reduces risks through more efficient operations.

 <p>Increase Revenue</p> <ul style="list-style-type: none">✓ Maximize methane gas flow✓ Control N2 in the wellfield✓ Automated valve adjustments✓ Better collection efficiency✓ Reduce plant downtime	 <p>Increase Productivity</p> <ul style="list-style-type: none">✓ For both plant and employees✓ Lower labor cost for wellfield tuning and O&M✓ Reduce plant maintenance costs	 <p>Reduce Environmental, Health & Safety Risks</p> <ul style="list-style-type: none">✓ Reduce man hours spent in wellfield✓ Reduce fugitive LFG emissions✓ Reduce odors
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FIGURE 3: Typical Loci Control Equipped LFG Collection Well

Automated Landfill Gas Collection with Loci

Our collection well mounted products make continual, automated adjustments to valve position based on measurements to respond to the constantly changing environment.

MEASURE

- H64
- CH₄ 58.5%
- CO₂ 41.0%
- O₂ 0.1%
- Balance Gas 0.4%
- Flow (SCFM) 41
- LFG Temp. 88 F

CONTROL

Automated tuning through control algorithm
User gas composition thresholds

SERVICE

Automated calibration
Routine maintenance
Rapid troubleshooting leveraging field technicians

FIGURE 4: Example Loci Control Interface Screenshot

WellWatcher Platform

Our cloud-connected online platform displays live data from each well and allows users to view historical data through our user interface.

YOUR LOGO HERE

Dashboard

Map View

Table View

Well Details

Reports

Settings

Active Wells: 210

Total CH₄ Flow: 5,302 SCFM

Total LFG Flow: 8,841 SCFM

Total CO₂: 45.0%

Total CH₄: 60.0%

WELLWATCHER FEATURES

- ✓ 24/7/365 remote visibility on LFG operations
- ✓ Accessible via desktop, laptop and tablet
- ✓ Visual trending
- ✓ Proprietary algorithms
- ✓ Increased technician productivity



FINANCIAL IMPACT

Staff estimates that the monthly fee for the limited term Pilot Study is \$8,000 (refer to Page 2 of the attached Service Agreement; Items # 1 and 2 only; Item #3 not required) or a cost of \$96,000 for the 12-month study period. In addition, staff is estimating a \$10,000 cost for Shipping and Installation costs, and \$4,000 as a contingency amount should incidental costs be experienced during the pilot study. Thus, a total cost of \$110,000 is estimated for the 12-month study period to assess the operational performance of automated control of twenty (20) LFG collection wells.

Funds for this limited term Pilot Study project (12 months) are not included in the FY2023/2024 operating expense budget (~7 months of the pilot study or ~\$66,000) and will need to be included in the FY2024/2025 expense budget (~5 months of the pilot study or ~\$44,000). Staff will manage the expenses budgeted for LFG operations for the remaining 7 months of the FY2023/2024 budget year to maintain the approved budget in this category.

CONCLUSION

Conducting a study to assess the operations, functionality, performance, and costs of an automated control of LFG collection wells will help inform future discussions and decisions about prospective capital investments in the LFG Collection and control system (GCCS) inclusive of both the landfill's piping systems (collection and distribution) and the LFG destruction systems (abatement and control devices such as the enclosed flare and the renewable energy gen-sets). Staff therefore recommends the Board authorize the General Manager to execute a limited term Pilot Study Agreement with Loci Control, Inc. of Wareham, MA. for Automated Control of LFG Collection Wells not to exceed a cost of \$110,000 subject to District Legal Counsel's Concurrence to Form.

ATTACHMENT: Service Agreement from Loci Controls, Inc. dated 10/11/2023

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LOCI REAL TIME DATA AND CONTROL SYSTEM FOR LANDFILL GAS COLLECTION

Service Agreement

Agreement Date: <u>10/11/2023</u>	Agreement No: <u>09182023-Monterey</u>
<u>LOCI</u>	<u>COMPANY</u>
Name: <u>Loci Controls, Inc.</u>	Name: <u>Monterey Regional Waste Management District</u>
Address: <u>14 Kendrick Road, Suite 2</u>	Address: <u>14201 Del Monte Blvd</u>
City/State/Zip: <u>Wareham, MA 02571</u>	City/State/Zip: <u>Salinas, CA 93908</u>
Contact Name: <u>Raynor Roszkowicz</u>	Contact Name: <u>Guy Petraborg</u>
Phone No.: <u>(774) 991-4303</u>	Phone No.: <u>831-384-5313</u>
Email: <u>raynor@locicontrols.com</u>	Email: <u>gpetraborg@regenmonterey.org</u>

Description of Services:	The Loci Real Time Data and Control System for Landfill Gas Collection Service Agreement (“Agreement”) is made and entered into between Company and Loci (herein after individually referred to as a “Party” and together as the “Parties”). Loci or its Representatives shall, install, operate, and maintain real time data and control system for landfill gas collection equipment as configured for the Location’s (as defined below) installation site as designated in this Agreement (specifically, Loci Controllers and Loci Sentries, the “Equipment”) and provide the associated services further detailed in Attachment A-Scope of Services (the “Services”).		
Installation Site:	14201 Del Monte Blvd, Salinas, CA 93908 (the “Location”)		
Landfill Owner:	Monterey Regional Waste Management District (“ReGen Monterey” or “ReGen”)		
Installation Date:	TBD		
Term:	One (1) Year		
Term Start Date:	Term begins when Loci invoices for first month of service fees	Term End Date:	Twelve (12) months from the Term Start Date or until terminated by either Party per the Term Section of this Agreement
Attachments:	A – Scope of Services;		
Notes:	The number of anticipated Loci units required to support Company gas collection operations are set forth in the schedule of Subscription Fees below and Loci is obligated to provide only the number of units so described; however, the number of applicable units can be modified in the future by a mutually approved amendment to this Agreement.		
Pricing Expiration Date:	December 31, 2024	Service fees subject to change if installation date isn’t defined before pricing expiration date	

Loci Controls
14 Kendrick Road, Suite 2
Wareham, MA 02571

LOCI REAL TIME DATA AND CONTROL SYSTEM FOR LANDFILL GAS COLLECTION

SERVICE FEES – (to be invoiced monthly)					
Item #	Product/Description	Qty of Units	Term in Months	Charge Per Unit	Total
1	Sentry	TBD	12	\$365.00	\$TBD
2	Controller	20	12	\$365.00	\$7,300.00
3	Liquid Level Measurement, add-on	TBD	12	\$35.00	\$TBD
				Total – Monthly Fee	\$TBD

SERVICES – INSTALL (one-time fees to be invoiced upon completion)					
Item #	Product/Description	Units	Qty	Charge Per Unit	Total
1	Shipping/Installation Fees	Ea.	TBD	\$400.00	\$TBD
2	Additional Installation Fees –				TBD after Site Survey
				Total	\$TBD

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THE FOLLOWING PAGES SET FORTH ADDITIONAL TERMS

LOCI REAL TIME DATA AND CONTROL SYSTEM FOR LANDFILL GAS COLLECTION

Service Agreement Continued Terms

1. **Equipment and Services.** Loci shall provide and install the Equipment and diligently perform the Services for Company as described on Page 1. Notwithstanding the method of installation of the Equipment at the Location, the Equipment shall not be considered a "fixture" with respect to Company's assets, and all Rights, Title, and Interest to the Equipment installed at Location shall be retained by Loci. The Parties shall protect and keep the other Party free and clear from the filing of any liens or encumbrances upon the title to the Equipment, or the assets of Company. Loci shall devote such working time as is necessary to the proper installation of the Equipment as promptly as possible but no later than the Installation Date on Page 1.
2. **Agreement.** This Agreement sets forth the entire agreement between Loci and Company, and no terms, conditions, understanding, or agreement purporting to modify or vary the terms of this Agreement shall be binding unless hereafter made in writing and signed by Loci and Company. All documents listed as Attachments on Page 1, shall be incorporated into this Agreement; however, in the event of any conflict between attachments and the terms and conditions of this Agreement, the terms and conditions of this Agreement as expressly stated herein will take precedence.
3. **Term.** The term of this Agreement shall commence on the Term Start Date and shall continue for one (1) year unless terminated by either Party upon thirty (30) days written notice. Loci shall remove all Equipment within thirty (30) days of termination at no charge to Company.
4. **Payment Terms.** Amounts to be paid by Company to Loci for the Equipment and Services is set forth on Page 2. Monthly Service Fees shall be invoiced on the 15th of each month and will be due and payable in advance of the first day of each month. Company shall make all payments electronically through Automated Clearing House ("ACH"). Upon execution of this Agreement, Loci shall provide Company with an ACH enrollment form which Company shall promptly complete and return to Loci. All other fees listed on Page 2 shall be invoiced upon completion of Services and shall be due and payable net, ten (10) days from the invoice date.
5. **Assignment.** Company may not, without the written consent of Loci (which consent shall not be unreasonably withheld, conditioned, or delayed), assign this Agreement and any of its rights or obligations hereunder; provided, however, that Company may assign this Agreement without Loci's prior written consent to an affiliate of Company or to the successor in interest to Company's business in the event of a merger, consolidation, or sale of all or substantially all of the assets of such business. In the event of any assignment to which Loci has not consented, Company shall remain liable as a guarantor for any payment obligations incurred under this Agreement before such assignment. Loci shall not assign this Agreement without the prior written consent of Company (which consent shall not be unreasonably withheld, conditioned, or delayed); provided, however, that Loci may assign this Agreement without Company's prior written consent to an affiliate of Loci or to the successor in interest to Loci's business in the event of a merger, consolidation, or sale of all or substantially all of the assets of such business.
6. **Confidential Information.** (a) In its performance of the Services, Loci and Company may receive, or become aware of information, data, or communications of a proprietary nature ("Confidential Information"). Loci and Company shall protect and maintain the secrecy of the Confidential Information, and not discuss with, or disclose to, any third party the Confidential Information, without the prior written consent of the other Party. Loci has the right to use the data collected during the term of this Agreement, for internal or external purposes, so long as no identification of the Company, or the Location, is made, or is attributable to the data. Loci and Company shall make its employees, subcontractors, consultants, agents, officers, directors, investors, and lenders (collectively "Representatives") aware of the obligations hereunder and secure their agreement to the terms hereof. Upon termination of this Agreement, all Confidential Information, with the exception of the data collected by Loci, shall be returned to the Party providing such Confidential Information or destroyed, except that this requirement shall not apply to Confidential Information that is retained as part of automatic electronic data backup systems or processes as may be required by law, other regulatory requirements, or internal document retention policies, provided that such Confidential Information remains subject to this Agreement. These obligations of confidentiality shall survive the termination of this Agreement.
 - (b) Notwithstanding the foregoing, the obligations in this Section 6 shall not apply to information which is:
 - (i) already in the public domain;
 - (ii) disclosed to either Party by a third party with the right to disclose it in good faith; or
 - (iii) specifically exempted in writing from the applicability of this Agreement.

LOCI REAL TIME DATA AND CONTROL SYSTEM FOR LANDFILL GAS COLLECTION

7. **Compliance with Laws and Company Safety Requirements.** Loci shall, and shall require all of its employees, subcontractors, consultants, and agents to comply with all (i) federal, state, and local laws, regulations, rules, ordinances, and orders of any kind which are applicable to Loci's installation of the Equipment and performance of the Services and (ii) safety, health, or other administrative requirements, rules, regulations, or procedures adopted by Company. All field personnel that are authorized representatives of Loci shall complete Loci's safety training prior to the performance of any Services hereunder.
8. **Indemnification.** Loci and Company shall indemnify, hold harmless, and defend the other Party, its affiliates and parent companies, from and against any and all claims, actions, suits, damages, liabilities, costs, and/or expenses (including, without limitation, attorney's fees and expenses of investigation), regardless of whether they arise out of, or result from, third party claims, resulting from (i) personal injury (including, without limitation, death) to any Party (including, without limitation, Loci, Company, and their employees), or (ii) damage to the property thereof, which are caused by or arise in connection with Loci's or Company's performance under this Agreement, irrespective of the cause of such injuries or damage, unless caused by either Party's or third parties' gross negligence or willful misconduct or breach of this Agreement. The indemnity obligations in this Section 8 shall survive in all respects the termination of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, each Party hereby releases the other Party from liability for indirect, special, punitive, exemplary, or consequential damages or losses including, but not limited to, damages or losses for lost production, lost revenue, lost product, lost profits, lost business, or business interruptions unless such damages are caused by the gross negligence or willful misconduct of the liable Party.
9. **Independent Contractor.** Loci shall act as an independent contractor pursuant to this Agreement and nothing herein shall create an agency relationship between Company and Loci. Furthermore, Loci understands that it has no authority to make or imply any commitments which are binding upon Company without written consent of Company. Loci has the right to use the data collected during the term of this Agreement, for internal or external purposes, so long as no identification of the Company is made. None of Loci's employees or agents shall be considered or in any way represent themselves as being employees of Company or be entitled to any of the benefits supplied by Company to its own employees.
10. **Insurance.** During the term of this Agreement, Loci shall keep in force the following minimum insurance coverages on an occurrence basis with insurance companies rated "B+" or better by A.M. Best rating service:

COVERAGES	LIMITS OF LIABILITY
Workers' Comp Employers' Liability Insurance	Statutory Per Occurrence \$1,000,000
Comprehensive General Liability (including Contractual Liability and Completed Operations)	Per Occurrence \$2,000,000 General Aggregate \$2,000,000
Comprehensive Automobile Liability Insurance, including non-owned and hired vehicle coverage	For bodily injury and property damage Per Occurrence \$1,000,000
Comprehensive Excess Umbrella	Per Occurrence \$2,000,000

The comprehensive general liability insurance shall be specifically endorsed to provide coverage for the contractual liability accepted by Loci in this Agreement. Said insurance policies shall contain cross liability provisions and shall name Company as additional insured to policies A, B, C, & D above with respect to all activities arising out of the performance of the Services under this Agreement. Prior to commencing performance of the Services, Loci shall furnish Company certificates of insurance or other evidence satisfactory to Company to the effect that such insurance has been procured and is in force. At least thirty (30) days prior to the expiration of any of the insurance policies required herein, Loci shall furnish Company certificates of insurance, in accordance with the terms hereof, evidencing the renewal of such insurance for a period equal to at least the earlier of (a) the expiration of the term of this Agreement and (b) one (1) year from the date of expiration of the then current insurance policies. Such Certificates shall afford Company thirty (30) days written notice of cancellation or of a material change in coverage.

11. **Standard of Performance.** For so long as the Services set forth herein are being provided by Loci: (a) Loci warrants that the Services shall be performed in a good and workmanlike manner, consistent with that level of care and skill ordinarily exercised

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by other reputable contractors under similar circumstances at the time the Services are performed. Loci further warrants that Loci will have good title, free and clear of any liens, to any and all materials and supplies provided by Loci hereunder and such materials and supplies shall be fit for their intended purpose, free from any defects, and conform to the specifications and descriptions set forth herein, if any. The foregoing warranties shall survive any inspection or acceptance of the materials, supplies, Services, and payment therefor by Company and shall run to Company and its successors, assigns, and customers and shall not be exclusive. (b) Loci shall, at its expense, re-perform all Services and replace all materials and supplies which fail to conform to the foregoing warranties. Loci shall be responsible for all repair and replacement costs for up to two (2) damaged units of Equipment per term of this Agreement. After which, Company shall be responsible for repair or replacement costs (up to \$5,000 for a Controller and \$5,000 for a Sentry) for damage to Equipment.

12. **Governing Law; Arbitration; Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware without regard to its conflict-of-law rules. In the event the Parties are unable to in good faith resolve any dispute or claim arising out of, relating to, or having connection with this Agreement, following a period of ten (10) days after written notice of a dispute to allow for such good faith negotiations between the Parties, such dispute or claim shall be referred to and finally, and exclusively resolved by binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with its General Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such arbitration shall take place in Monterey County, California before a single arbitrator selected in accordance with the procedures of the AAA unless the amount in issue exceeds \$1,500,000, in which case, there shall be a panel of three (3) AAA arbitrators appointed in accord with the AAA rules, each of whom shall be a licensed attorney with not less than fifteen (15) years practice experience. Any arbitration hearing shall commence within 180 days of the filing of the initial demand and conclude within thirty (30) days of the initial hearing date. The arbitrator or applicable panel shall be authorized to limit discovery to the extent necessary to complete the proceedings during the allowed time period. The foregoing agreement to arbitrate shall not limit a Party from pursuing, without pre-filing negotiation, emergency injunctive relief with the AAA under Rule 38 of the General Commercial Rules or in a court of competent subject matter jurisdiction in Monterey County, California.
13. **Permits, Licenses, Taxes.** During the term of this Agreement, Loci has and will maintain all licenses and permits required for the performance of the Services. Company agrees to pay taxes (other than federal and state income taxes on the income of Loci) incurred solely due to Company's use or operation of the Equipment during the term of this Agreement. If Loci or any other agent of Loci incurs any such costs or expenses, Company agrees to promptly reimburse Loci for the same.
14. **Wireless Service.** Company expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and that Company is not a third-party beneficiary of any agreement between Loci and the underlying carrier.
15. **Severability.** If any term or provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable, the remainder of this Agreement or the application thereof to any circumstance other than that to which it is invalid or unenforceable shall not be affected.
16. **Notices.** All notices, requests, and other communications under this Agreement must be in writing, and must be mailed by registered or certified mail, postage prepaid and return receipt requested, or delivered by hand to the Party listed on Page 1, or sent by fax, or sent by e-mail. Notice shall be given to the Parties at the addresses on Page 1. Either Party may change the individual or location for receipt of notice hereunder by providing written notice to the other Party in the manner described in this Section.

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LOCI REAL TIME DATA AND CONTROL SYSTEM FOR LANDFILL GAS COLLECTION

In witness whereof, the Parties accept this Service Agreement	
Loci Controls, Inc.	Monterey Regional Waste Management District
_____ (LOCI)	_____ (COMPANY)
By: _____ (Signature)	By: _____ (Signature)
_____ (Authorized Agent's Typed Name and Title)	Felipe Melchor, General Manager _____ (Authorized Agent's Typed Name and Title)
Date: _____	Date: _____

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THE FOLLOWING PAGES SET FORTH ADDITIONAL TERMS

LOCI REAL TIME DATA AND CONTROL SYSTEM FOR LANDFILL GAS COLLECTION

ATTACHMENT A
SCOPE OF SERVICES

Loci and Company agree to the following scope of services to be provided by Loci at the designated Location, as shown on Page 1.

1. Equipment.
 - a. General Terms. Loci or its Representatives shall install, operate, and maintain real time data and control system for landfill gas collection Equipment as configured for the Location as designated on Page 1. Final Equipment configuration may change over time based on optimizing the Location's gas collection process and economics.
 - b. Title to the Equipment. Title to the Equipment shall be retained by Loci. The Equipment shall not be considered a "fixture" with respect to the Company's assets, notwithstanding the method of installation of the Equipment at the Location.
 - c. Maintenance and Repair. Loci shall be responsible for all maintenance of Equipment during the term of this Agreement. Loci shall be responsible for all repair and replacement costs for up to two (2) damaged units of Equipment per term of this Agreement. After which, Company shall be responsible for repair or replacement costs (up to \$5,000 for a Controller and \$5,000 for a Sentry) for damage to Equipment.
 - d. End of Term Obligations. Unless mutually agreed upon, Loci shall remove all Equipment within thirty (30) days of the termination date at no cost to Company. Company shall permit Loci and its Representatives access to the Location at times reasonably necessary for the purposes of effecting such removal.
2. Schedule and Term. Loci plans to complete installation of Equipment as noted on Page 1. Services, as defined in Section 3(a), shall commence as of the date the installation is completed and shall continue unless terminated with thirty (30) days written notice by either Party in accordance with the terms herein.
3. Scope of Work, Terms and Conditions. Loci shall provide the following Services to Company under the terms and conditions set forth hereunder:
 - a. Software and Services Provided.
 - i. At mutually agreed upon intervals, Loci shall provide remote monitoring and recording of gas composition including CH₄, CO₂, Balance Gas (trace, and N₂), LFG and CH₄ flow, LFG temperature, pressure above and below Loci actuated valve (Pa and Pb), and valve position, ("Data") gathered from each well-head where the Loci Equipment has been installed. For Sentry H header monitoring, Loci shall provide remote monitoring and recording of pressure, temperature, gas composition including CH₄ percentage, external mechanical flow meter flow, O₂, CO₂, and Balance Gas.
 - ii. Loci shall provide Company access to the Loci web based WellWatcher™ Analytics Platform that displays current and historical Data associated with the well-field operations.
 - iii. Within thirty (30) days after installation, Loci shall commence automated valve control of all Controllers and adjust individual well-head flow to maximize methane energy value while maintaining Data control parameters as defined:
 1. CH₄ equal to or greater than TBD
 2. O₂ as a process control variable equal to or less than TBD
 3. Balance Gas equal to or less than TBD
 - iv. Loci will not be responsible for control of Equipment or Company access to Data if communication to/from the Location is disrupted for any reason. If the communication disruption is due to Loci's Equipment, restoration of services will occur as quickly as commercially reasonable.

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b. Company's Obligations:

- i. Access to the Location. Company shall provide Loci with reasonable access to the Location during the term such that Loci may install, operate, maintain, and remove the Equipment upon termination of this Agreement.
- ii. System Performance Data. Company shall provide to Loci, upon request, the following landfill system performance data from the Location as generated throughout the term:
 - a. System vacuum
 - b. Total system flow
 - c. Odor complaints
 - d. Aggregate Flow and Gas Composition data from Plant Chromatograph
- iii. Notice of Outage. Company shall make commercially reasonable efforts to provide Loci with forty-eight (48) hours' advance notice of:
 - a. Well collection or power system maintenance at the Location
 - b. Timely notice of planned or unplanned outages at the Location
- iv. Company shall, at its sole cost, provide routine maintenance of the wells with installed Equipment to ensure proper functionality of the well. As necessary, maintenance or replacement of the following will be required of Company:
 - a. Manual valve and/or manual valve stem
 - b. Quick connect fittings on the well-head
 - c. Flexible tubing
 - d. Replacement well-heads
 - e. Headers, jumpers, leachate removal, pumps, etc.
- v. Reporting. Company will be responsible for all reporting required by the United States Environmental Protection Agency (EPA) and/or other relevant regulatory bodies related to monitoring of specific well-heads. Installation of Loci Equipment will not interfere with Company's ability to take measurements at all well-heads for compliance purposes.
- vi. Override and Tampering: Company, at its sole discretion, has the right to operate the manual valves ("Override") where the Loci Equipment has been installed. Except in emergency, Company will notify Loci in the event of any proposed Override at least twenty-four (24) hours prior to making any changes. Company will not tamper with or make changes to the Equipment except as provided above.

c. Responsibilities. Parties to this Agreement will divide responsibilities as follows:

All reporting to EPA or other regulatory bodies	Company
All required well-head compliance measurements	Company
Maintenance of well-field	Company
Maintenance, calibration, etc. of Loci Equipment installed	Loci
Control of well-heads with Loci Equipment installed	Loci
Advice to Company on gas collection system enhancements and support in troubleshooting well field operational problems	Loci

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LOCI REAL TIME DATA AND CONTROL SYSTEM FOR LANDFILL GAS COLLECTION



Staff Reports
Item #: 11

Meeting Date: October 20, 2023

To: Board of Directors
From: Accounting Manager, Garth Gregson
Approved by: General Manager, Felipe Melchor

Subject: September 2023 Financial Review

Financial & Operations Review September 2023

	September	Month Budget	B/(W) Budget	Year to Date	YTD Budget	B/(W) Budget
Tipping Fees Revenue	\$ 3,217,981	\$ 3,254,795	\$ (36,813)	\$ 9,825,826	\$ 9,981,370	\$ (155,543)
Other Sales Revenue	1,156,288	949,348	206,941	3,338,279	2,911,334	426,945
* Total Operating Revenues *	4,374,270	4,204,142	170,127	13,164,105	12,892,704	271,402
* Operating Expenses *						
Employment Expenses	1,522,875	1,561,841	(38,966)	4,622,761	4,789,647	(166,886)
Non-Employment Expenses	2,132,849	1,927,403	205,446	6,331,792	5,782,813	548,980
* Total Operating Expenses *	3,655,724	3,489,245	166,479	10,954,553	10,572,459	382,094
** Operating Income **	718,546	714,898	3,648	2,209,552	2,320,244	(110,692)
* Non-operating Revenues (Expenses) *	88,202	(39,336)	127,538	80,861	(113,596)	194,457
*** Change in Net Position ***	\$ 806,748	\$ 675,562	\$ 131,186	\$ 2,290,413	\$ 2,206,649	\$ 83,765

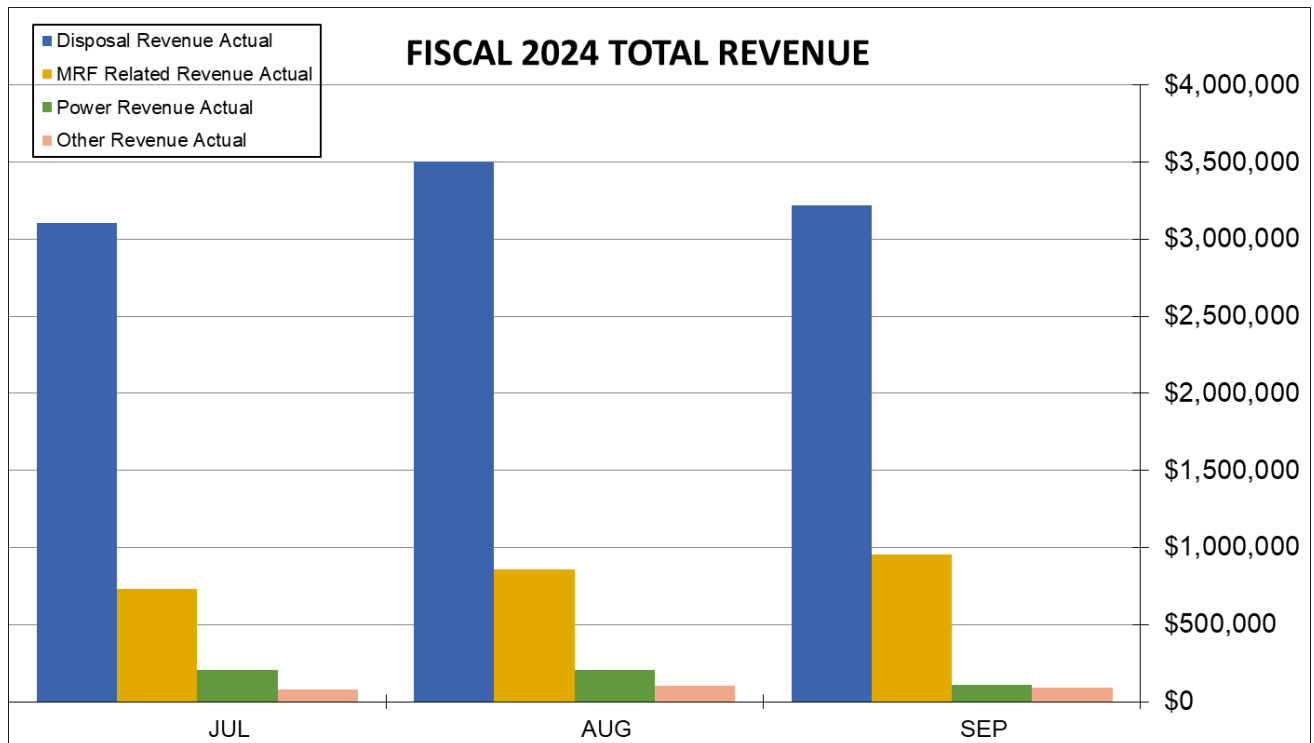
Revenue

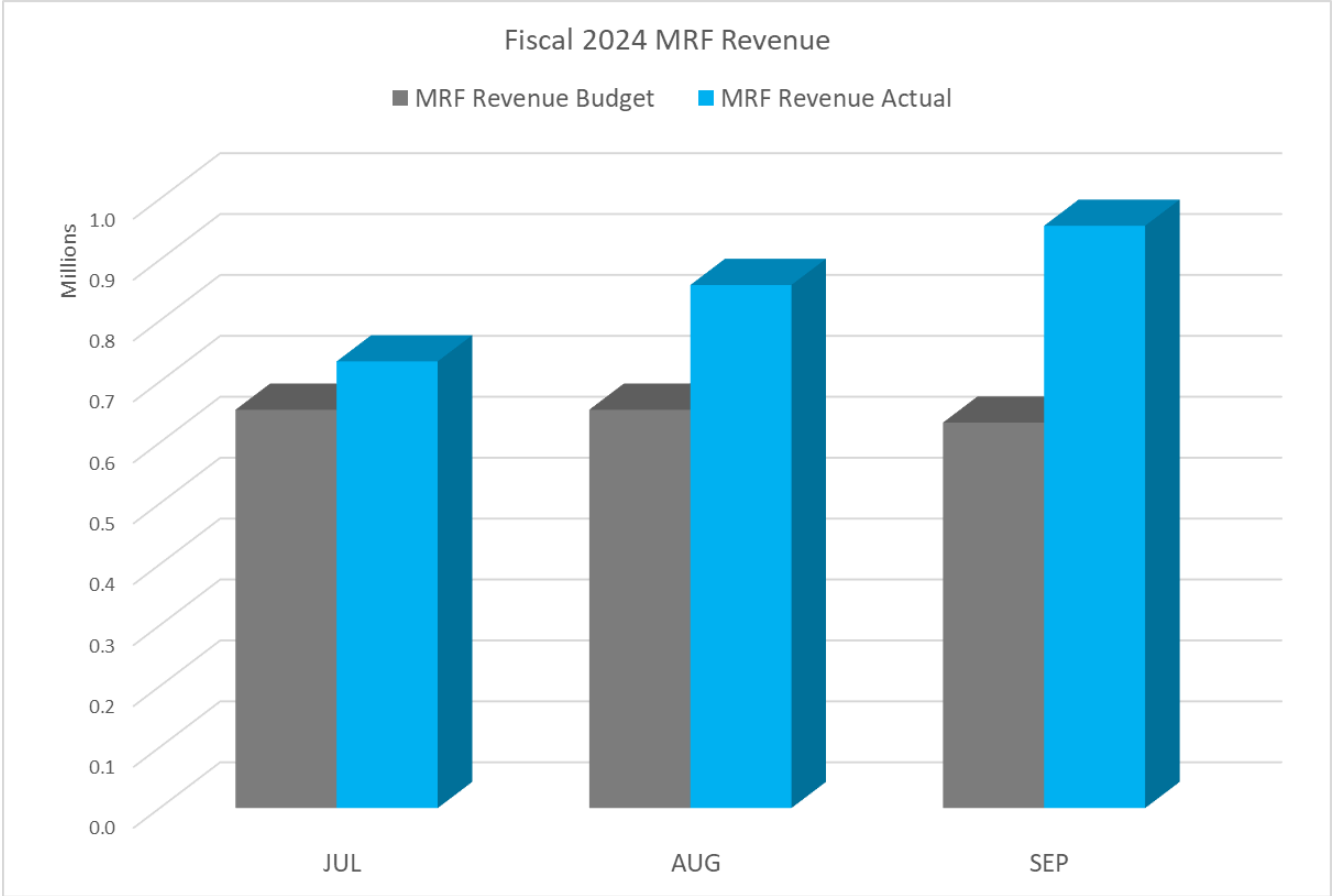
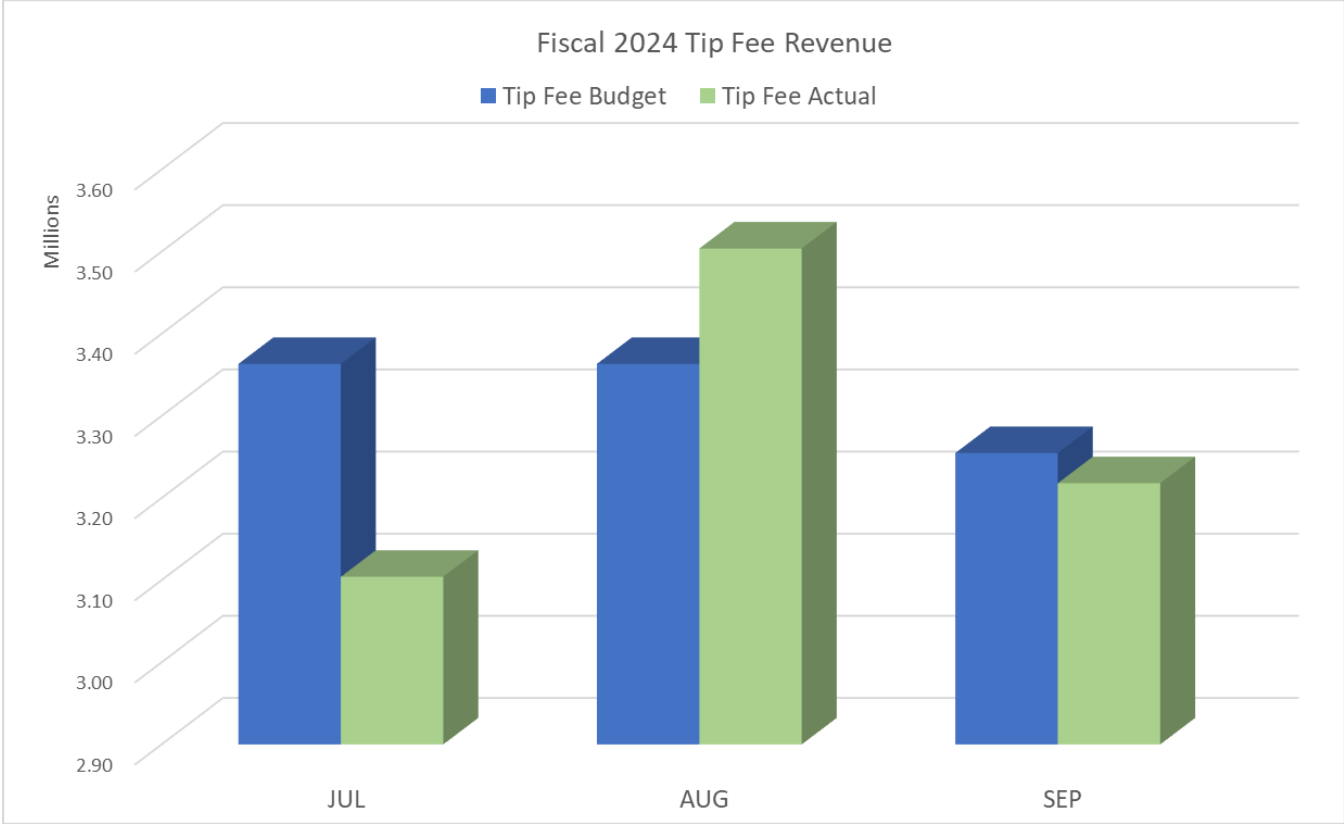
- September tip fee revenue is \$3.2 million and is \$37K or 1.1% under budget and is \$309K or 10.6% higher than September of 2022.
- Tonnage received in September is 84.8K tons which is 10.5K tons or 11.0% lower than the prior month and is 6.9K tons or 7.8% higher than the same month last year.
- Other revenue in September is \$1.2 million and is \$207K or 21.8% over budget. MRF related revenue in September is \$956K and is \$323K or 51.1% over budget for the month. MRF product sales are \$311K compared to budget of \$182K. CRV revenue is \$453K compared to budget of \$310K for the month. Processing fees are \$192K compared to budget of \$141K.
- Power revenue for September is \$108K compared to budget of \$237K. Power revenue is lower than planned due to unscheduled maintenance and repair costs.
- September total revenue is \$4.4 million which is \$170K over budget and \$421K higher than the same month last year.
- Year to date tip fee revenue is \$9.8 million and is \$155K or 1.6% under budget and \$1.1 million or 13.3% higher than the first quarter of fiscal 2023. Tip fee revenue for the year is 74.6% of total revenue compared to 70.7% in fiscal 2023.
- Tonnage received in in the first quarter is 260K tons this is 22K tons higher than the same period in fiscal 2023.

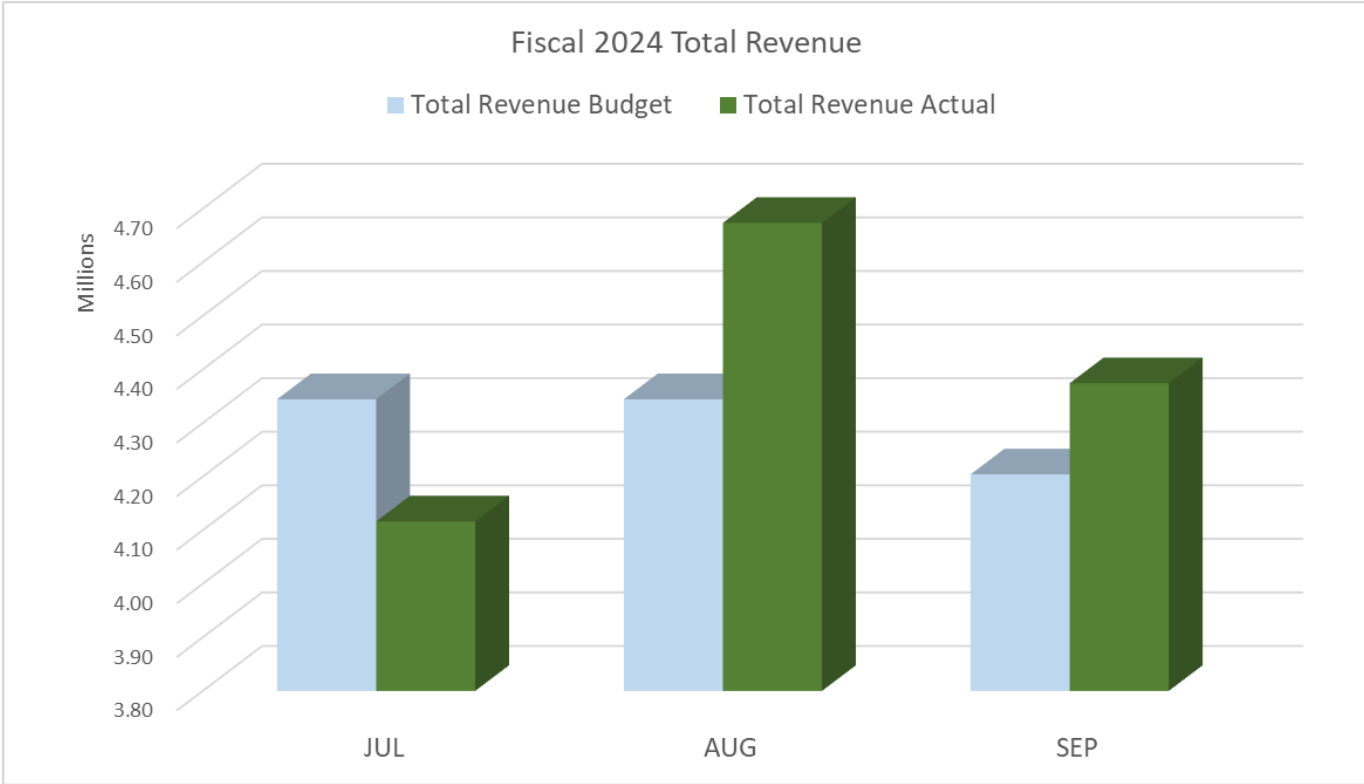
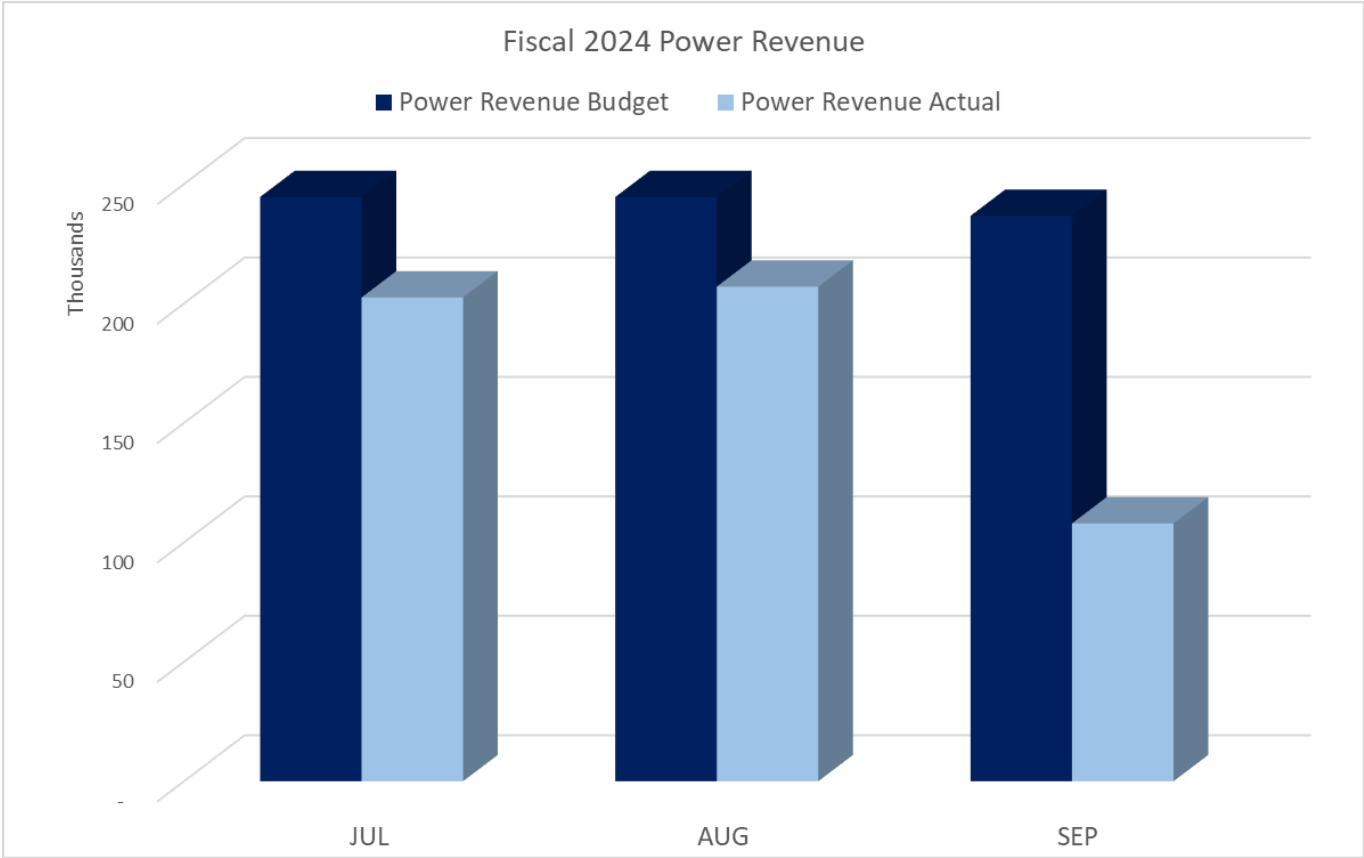
- Year to date other revenue is \$3.3 million and is \$427K or 14.7% over budget. MRF related YTD revenue is \$2.5 million and is \$607K or 31.3% over budget and is \$28K or 1.1% lower than the first quarter of fiscal 2023.
- A summary of the MRF revenue and direct expenses for the first quarter of fiscal 2024 are below.

	<u>YTD Sep 2023</u>	<u>YTD Budget</u>	<u>B/(W) Budget</u>	<u>YTD F23</u>	<u>B/(W) YTD F23</u>
<u>MRF Revenue</u>					
Product revenue	\$ 805,553	\$ 557,578	\$ 247,974	\$ 907,204	\$ (101,651)
Processing Fees	588,921	432,039	156,881	588,211	710
CRV Rebates	1,153,648	951,305	202,343	1,024,285	129,363
	<u>2,548,122</u>	<u>1,940,923</u>	<u>607,199</u>	<u>2,519,700</u>	<u>28,422</u>
<u>MRF Direct Expenses</u>					
MRF Operations	\$ 2,199,394	\$ 2,012,393	\$ (187,001)	\$ 1,756,936	\$ (442,458)
MRF Maintenance	396,735	388,757	(7,978)	248,243	(148,492)
	<u>2,596,129</u>	<u>2,401,149</u>	<u>(194,980)</u>	<u>2,005,179</u>	<u>(590,950)</u>
MRF Contribution Margin	<u>\$ (48,007)</u>	<u>\$ (460,227)</u>	<u>\$ 412,219</u>	<u>\$ 514,521</u>	<u>\$ (562,528)</u>

- Total revenue for the year is \$13.2 million which is \$271K or 2.1% over budget and \$888K or 7.2% higher than the first quarter of fiscal 2023.







Operating Expenses & Net Income

September

- Employment expense is \$1.5 million and is \$39K or 2.5% under budget.
- Environmental services costs are \$174K and are \$91K over budget due to land fill gas collection system maintenance.
- Operating supplies are \$192K and are \$102K over budget primarily due to MRF supplies and erosion control materials.
- Environmental services are \$285K and are \$176K over budget due to land fill gas related expenditures.
- Recycling services are \$325K and are \$59K over budget due to higher volume of comingled material.
- Total operating expense for the month is \$3.7 million and is \$166K or 4.8% above budget. September operating expenses are \$654K higher than the same month last year.
- Net income for the month is \$807K and is \$131K over budget and is \$44K higher than the same month last year.

Fiscal 2024 YTD

- Employment expense for the year to date is \$4.6 million and is \$167K or 3.5% under budget.
- Environmental services are \$735K and are \$486K over budget primarily due to repairs to the LFG collection system and regulatory compliance costs.
- Operating supplies are \$426K and are \$156K over budget primarily due to MRF supplies and erosion control materials.
- Office expense is \$142K and is \$51K over budget partially due to higher IT related costs.
- Operating supplies expense is \$233K and is \$54K over budget partially due to higher MRF maintenance costs and higher LFG related costs.
- Recycling services of \$969K are \$169K over budget due to a higher volume of material processed.
- Total operating expense for the year to date are \$11.0 million and is \$382K or 3.6% over budget.
- Net income for the year is \$2.3 million and is \$84K or 3.8% below budget and \$1.0 million lower than the first quarter of F2023.

Operating Expense by Department

Department	F24 YTD-Sep	F24 YTD Budget	B/(W) Budget
Administration	\$ 2,233,436	\$ 2,194,762	\$ (38,674)
Human Resources	170,102	228,485	58,383
Accounting	234,777	253,466	18,689
Engineering	305,704	483,081	177,376
Safety & Risk Management	103,641	123,965	20,324
Public Education	195,276	297,297	102,021
Board	4,485	6,171	1,686
Household Hazardous Waste	290,568	260,970	(29,598)
Last Chance Mercantile	-	15,000	15,000
Landfill Gas	1,096,791	729,042	(367,748)
Organics	614,203	650,000	35,797
Maintenance Shop	830,781	833,103	2,322
MRF Operations	2,199,394	2,012,393	(187,001)
MRF Maintenance	396,735	388,757	(7,978)
Scales	260,865	257,692	(3,173)
Site & Facilities	924,042	934,683	10,641
Landfill Operations	1,093,752	903,593	(190,160)
Total	\$ 10,954,553	\$ 10,572,459	\$ (382,094)

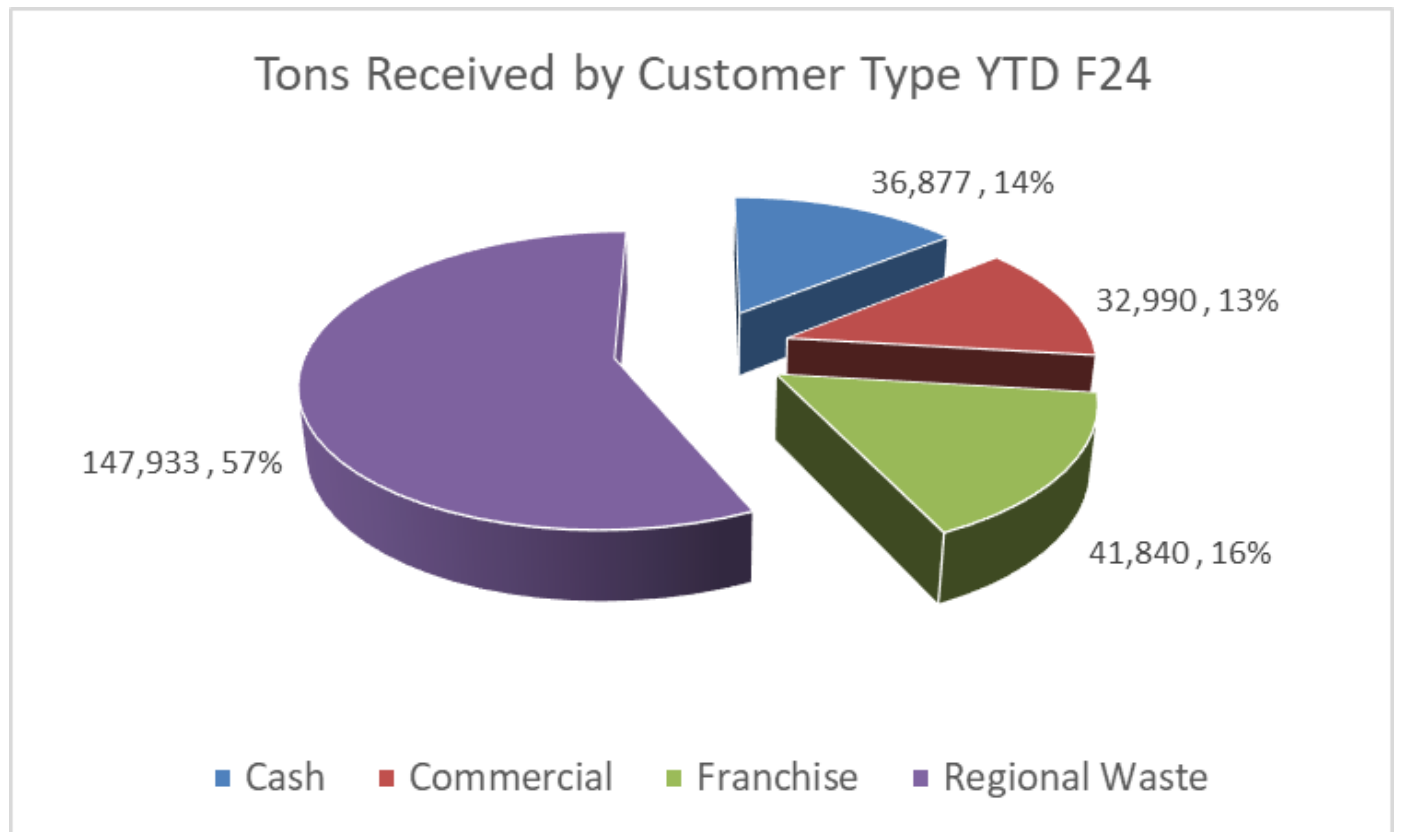
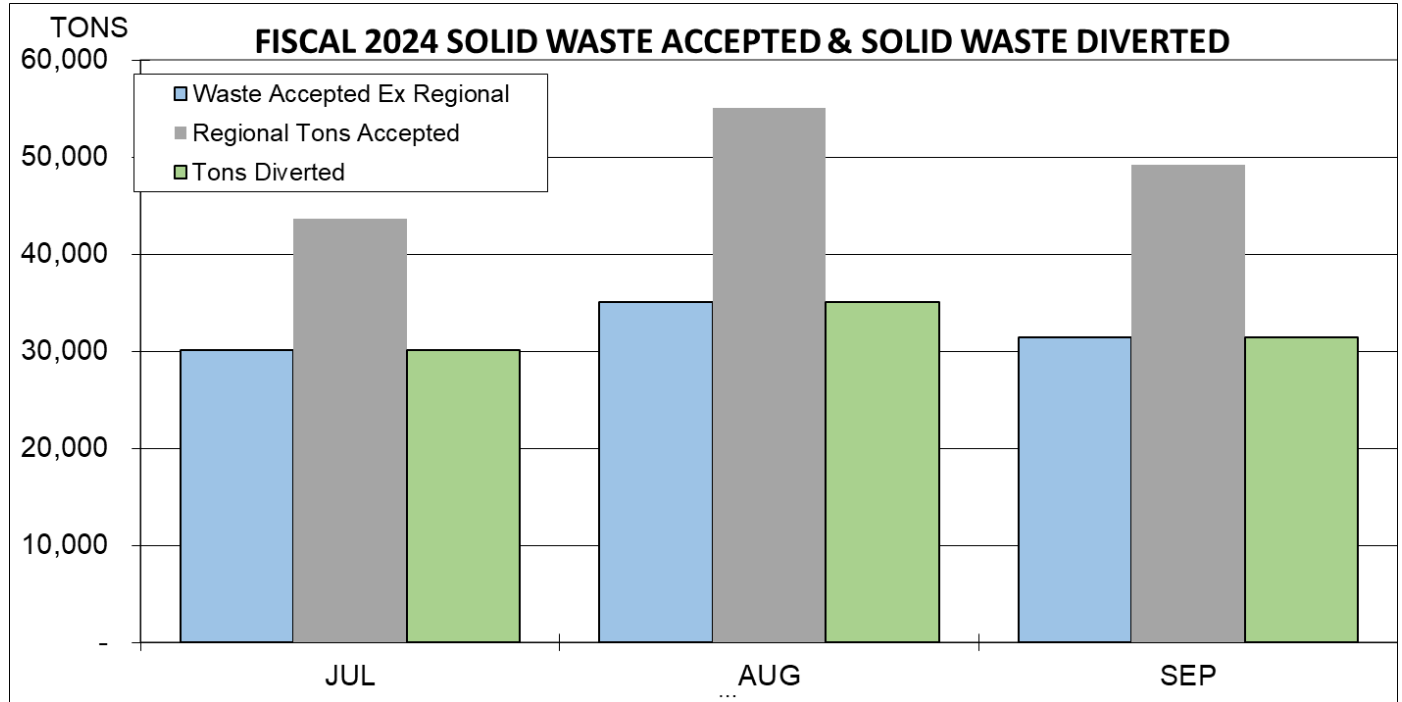
Fiscal 2024 Capital Spending Through September 2023

Facilities	\$ 950,724
Module development	732,632
Equipment	2,503,324
	<u>\$ 4,186,681</u>

Cash Position

	Jul 1, 2023	Sep 30, 2023	Change
Cash in bank	\$ 25,972,520	\$ 21,083,041	\$ (4,889,478)
Temporary investments	16,514,182	16,606,168	91,986
Restricted funds	6,013,000	6,013,000	-
	\$ 48,499,702	\$ 43,702,209	\$ (4,797,492)

Landfill & MRF Activity



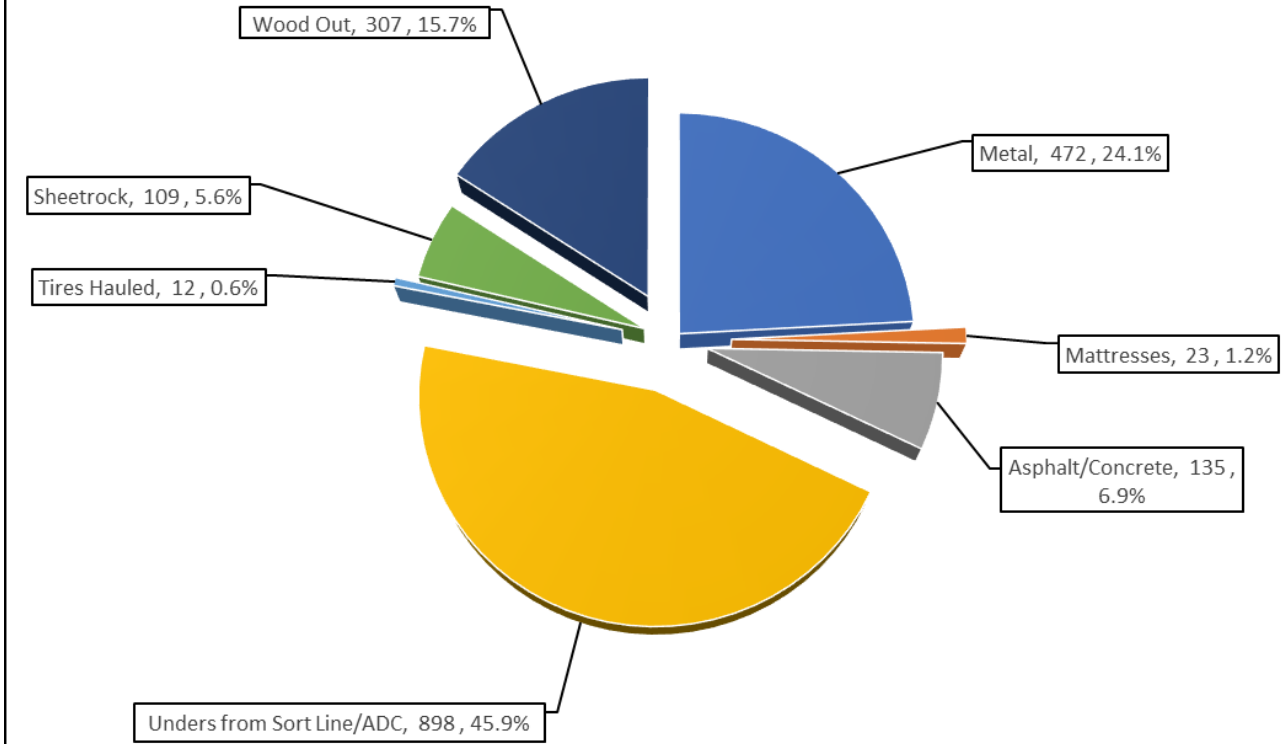
Summary of Landfill & MRF Tonnage

SITE Tonnage	Sep 2023	Sep FY24 YTD	Sep FY23YTD	More/(Less) Prior Year
Site Accepted Materials				
MSW - Landfill	10,387.25	33,489.36	34,084.75	(595.39)
MSW - Landfill - Regional Waste	34,116.42	101,972.24	104,526.11	(2,553.87)
All Other Site Accepted Materials	40,265.66	124,206.13	99,060.00	25,146.13
Total Accepted Materials	84,769.33	259,667.73	237,670.86	21,996.87
Total Diverted Materials				
	31,467.23	96,660.38	75,278.15	21,382.23
Landfilled				
	53,302.10	163,007.35	162,392.71	614.64
MRF - Accepted Materials				
MRF C&D Accepted	3,851.46	11,831.28	12,170.41	(339.13)
MRF SSR Accepted	5,891.16	17,828.58	16,239.94	1,588.64
Total MRF Accepted Materials	9,742.62	29,659.86	28,410.35	1,249.51
MRF - Diverted Materials				
C&D				
Metal	471.99	1,484.86	1,457.27	27.59
Mattresses	22.75	94.20	99.83	(5.63)
Asphalt/Concrete	135.03	496.82	404.53	92.29
Unders from Sort Line/ADC	898.30	3,014.60	4,092.75	(1,078.15)
Tires Hauled	11.59	52.98	65.89	(12.91)
Sheetrock	108.71	335.55	361.57	(26.02)
Wood Out	307.38	1,322.89	1,009.01	313.88
Total C&D Diverted	1,955.75	6,801.90	7,490.85	(688.95)
SSR				
Mixed Plastic	93.94	244.61	52.20	192.41
OCC/Cardboard	1,947.64	5,424.37	4,721.61	702.76
Mixed Glass	855.83	2,404.57	2,474.51	(69.94)
PET	130.06	355.36	275.46	79.90
Aluminum UBC	39.62	78.64	74.88	3.76
Poly Prop #5	41.06	80.25	41.02	39.23
HDPE - Color	84.29	210.52	167.48	43.04
HDPE - Natural	0.00	59.83	43.38	16.45
Mixed Paper	691.31	2,185.32	2,153.00	32.32
Tin Lined Steel Cans	20.68	103.15	116.32	(13.17)
Shredded Paper	21.11	85.01	21.18	63.83
Thermoform	-	-	41.73	(41.73)
Clear Film/Hoop House Plastics	181.68	307.32	63.87	243.45
Total Single Stream Recycling Diverted	4,107.22	11,538.95	10,246.64	1,292.31
Total MRF Diverted Materials	6,062.97	18,340.85	17,737.49	603.36

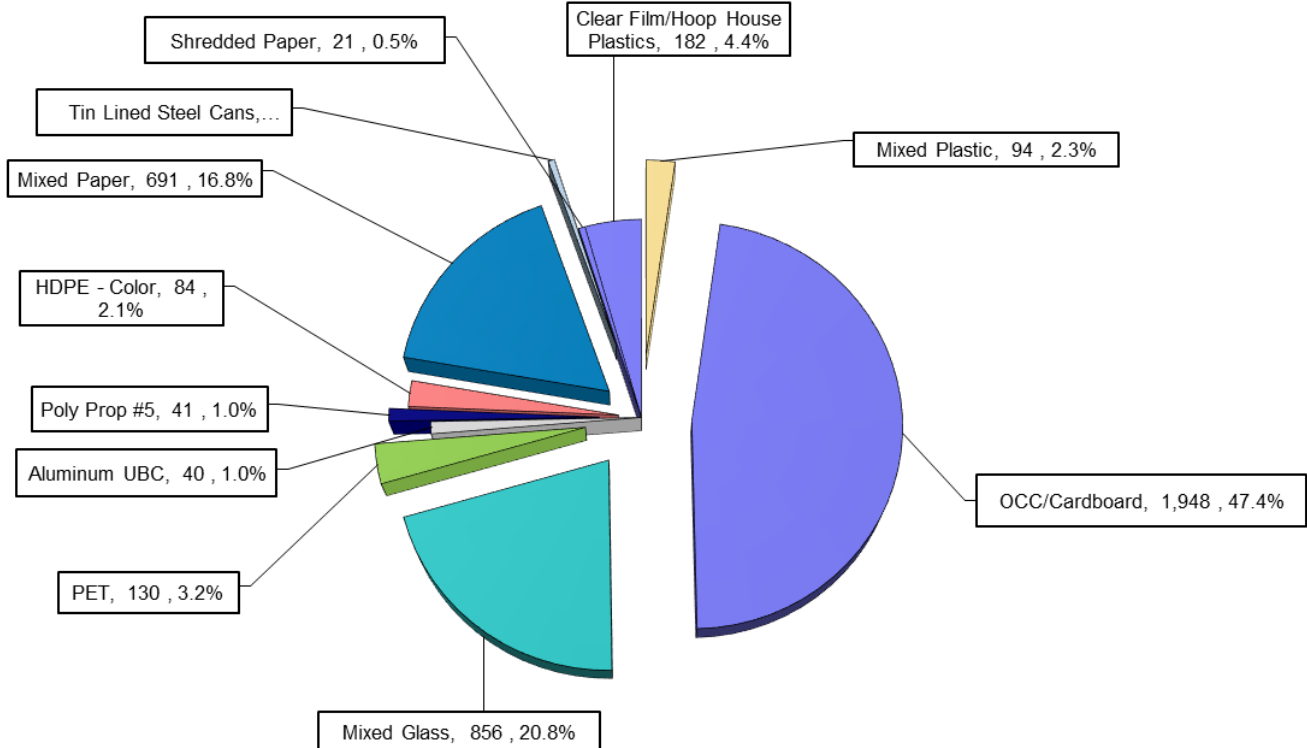
12 Month Rolling Average

C&D Diversion	54.7%	57.6%
Single Stream Recycling Diversion	64.4%	65.4%
Diversion - Entire MRF	59.8%	62.1%

C&D Diverted Materials Fiscal 2023 - September 2023



SSR Diverted Materials Fiscal 2023 - September 2023



MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT
Statement of Revenue, Expenses, and Changes in Net Position for the Period Ending
September 30, 2023

	September	Month Budget	B/(W) Budget Month	Year to Date	YTD Budget	B/(W) Budget YTD
* Operating Revenues *						
Tipping Fees Revenue	\$ 3,217,981	\$ 3,254,795	\$ (36,813)	\$ 9,825,826	\$ 9,981,370	\$ (155,543)
Other Sales Revenue:						
Power Sales	107,964	236,712	(128,748)	517,581	725,918	(208,337)
MRF Sales & CRV Revenue	956,025	632,910	323,116	2,548,122	1,940,923	607,199
Other Sales	92,299	79,726	12,573	272,577	244,493	28,083
Total Other Sales Revenue	1,156,288	949,348	206,941	3,338,279	2,911,334	426,945
* Total Operating Revenues *	4,374,270	4,204,142	170,127	13,164,105	12,892,704	271,402
* Operating Expenses *						
Employment Expenses	1,522,875	1,561,841	(38,966)	4,622,761	4,789,647	(166,886)
Non-Employment Expenses:						
Amortization & Depreciation	438,221	425,000	13,221	1,293,692	1,275,000	18,692
Closure/Post Closure Costs	46,459	35,000	11,459	141,058	105,000	36,058
Outside Services	78,121	64,042	14,080	245,691	192,125	53,566
Environmental Services	173,851	83,333	90,518	735,750	250,000	485,750
Gasoline, Oil & Fuel	187,189	200,000	(12,811)	502,374	600,000	(97,626)
Hazardous Waste Disposal	43,603	27,667	15,936	100,971	83,000	17,971
Insurance	114,812	116,667	(1,854)	344,437	350,000	(5,563)
Office Expense	66,086	45,502	20,584	208,082	136,505	71,577
Operating Supplies	192,216	89,775	102,441	425,662	269,325	156,337
Other Expense	3,459	5,667	(2,208)	6,095	17,000	(10,905)
Professional Services	96,021	88,510	7,511	171,761	266,133	(94,372)
Public Awareness	7,277	34,817	(27,539)	25,524	104,450	(78,926)
Recycling Services	325,340	266,667	58,673	968,520	800,000	168,520
Repairs & Maintenance	116,493	288,917	(172,423)	593,817	866,750	(272,933)
Safety Equip/Supplies/Training	21,396	21,017	379	72,516	63,050	9,466
Taxes & Surcharges	197,285	99,117	98,168	408,524	297,350	111,174
Training/Meetings/Education	12,895	20,367	(7,472)	38,497	61,100	(22,603)
Utilities	12,124	15,342	(3,218)	48,822	46,025	2,797
Total Non-Employment Expenses:	2,132,849	1,927,403	205,446	6,331,792	5,782,813	548,980
* Total Operating Expenses *	3,655,724	3,489,245	166,479	10,954,553	10,572,459	382,094
** Operating Income (Loss) **	718,546	714,898	3,648	2,209,552	2,320,244	(110,692)
Nonoperating Revenues (Expenses)	88,202	(39,336)	127,538	80,861	(113,596)	194,457
*** Change in Net Position ***	\$ 806,748	\$ 675,562	\$ 131,186	\$ 2,290,413	\$ 2,206,649	\$ 83,765

MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT
Statement of Net Position
as at September 30, 2023

Assets

Current Assets:

Cash and Short Term Investments	\$ 37,774,093
Accounts Receivable, net	5,547,645
Accrued Interest Receivable	176,870
Other Receivable	2,717,244
Prepaid Expenses	2,411,684
Total Current Assets	48,627,536

Non-Current Assets 3,838,948

Restricted Assets:

Capital Reserve	3,513,000
Site Closure Fund	1,500,000
Environmental Impairment Fund	1,000,000
Total Restricted Assets	6,013,000

Fixed Assets:

Land	578,210
Facilities	38,130,881
Equipment	60,599,929
Module Development	21,780,083
Power Project	25,204,785
Less Total Accumulated Depreciation	(59,337,964)
Total Fixed Assets	86,955,925

Intangible Assets 37,392

***** Total Assets ***** \$ 145,472,801

Liabilities and Net Assets

Current Liabilities:

Accounts Payable	\$ 1,599,482
Accrued State/County Disposal Fee	291,541
Accrued Vacation / Compensation Payable	408,652
Deferred Revenue	10,000
Sales/Use Tax Payable	2,612
Security Deposits/Gift Cert	50,564
Total Current Liabilities	2,362,851

Non-Current Liabilites 17,872,994

Long Term Debt 29,217,553

***** Total Liabilities ***** 49,453,398

Total Net Position 96,019,403

***** Total Liabilities and Net Position ***** \$ 145,472,801

MEMO



Staff Reports
Item #: 12

Meeting Date: October 20, 2023

To: Board of Directors
From: Director of Communications, Zoë Shoats
Approved by: General Manager, Felipe Melchor

Subject: TAC / SB 1383 Update from September 13, 2023, Meeting

Recommendation

Information only.

Background

The Technical Advisory Committee (TAC) is a staff working group comprised of at least one representative from each member jurisdiction ReGen Monterey serves; the three franchise haulers who serve them; and ReGen Monterey staff. The TAC was initially formed to better coordinate ReGen Monterey member jurisdictions in choosing a common franchise hauler to provide curbside collection service for the benefit of the community. Since then, the group meets at a frequency set by demand to share resources and work collaboratively towards common goals and meet regulations. The Committee does not make decisions, rather, staff members recommend actions for the ReGen Monterey Board and/or their elected bodies to take action.

Discussion

The TAC met on Wednesday, September 13, 2023, virtually via Zoom. Items discussed include:

1. **ReGen Monterey Landfill Characterization Study** – ReGen Monterey Engineering staff informed the member jurisdictions and haulers of an upcoming waste characterization study taking place this fall. The study aims to determine how much and what type of recyclable and organic materials are being placed in the waste stream that could be diverted from the landfill. This study will also provide a baseline as it relates to community participation in food scrap diversion per SB 1383 regulations during the two-year educational period from 2022-2024.
2. **CalRecycle Oversight and Enforcement (SB 1383 Jurisdiction Compliance)** – ReGen Monterey staff shared new guidance from CalRecycle regarding jurisdictional compliance with SB 1383.

Communications & Public Education staff recently attended the California Resource Recovery Association (CRRA) Annual Conference which had an informative session from multiple divisions within CalRecycle. CalRecycle enforcement staff shared that they will be

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inspecting one-third of the state each year due to limited staffing. They will be focusing on jurisdictions that are not meeting regulations and are non-communicative showing “substantial effort.” They may also visit jurisdictions that are doing exceptionally well implementing programs for compliance so they can use them as a case study.

Should a jurisdiction fall into the enforcement process, there is a three-year timeline before fines are enacted. That timeline includes notices of violation (NOV), extension of NOV, corrective action plan (CAP), and extension of CAP.

TAC members including jurisdiction staff, ReGen Monterey staff, and haulers all feel that we are in a good place as a region in implementing this extensive law.

3. **Edible Food Recovery Presentation at CRRRA Conference** – Third-party contractor, Blue Strike Environmental, shared a presentation they gave at the California Resource Recovery Association (CRRRA) Annual Conference on behalf of and in conjunction with ReGen Monterey and Salinas Valley Recycles. The session shared our regional approach to edible food recovery which includes:
 - I. Building capacity for more edible food storage and donation through annual grant programs funding food recovery organizations. Over the last two years \$ 185,975 in grant funds have been distributed by ReGen Monterey and Salinas Valley Recycles; and
 - II. Implementation of the Careit app to help connect food generators with food recovery organizations, ensuring even small donations can be shared with those who are hungry. The app also helps food recovery organizations with tracking for mandated reporting.

The presentation also featured three local food recovery organizations who had directly benefited from donations received. Those organizations include St. George’s Episcopal Church, Dorothy’s Place, and The Salvation Army in Salinas.

4. **Roll-Off Compaction Update by HF&H** – At a previous TAC meeting, one of the haulers servicing our area brought the concern of roll-off dumpster compaction by third-party companies. The companies claim that they can compact dumpsters so more can fit in the dumpster, but haulers were concerned with potential liabilities. HF&H Consultants researched the concern and reported findings at this meeting. While third-party compaction companies like “Smash My Trash” are operating in nearby counties, so far there have not been reports of them operating in Monterey County. This item was informational only.

Financial Impact

None

Conclusion

The TAC will continue to meet monthly and staff members will make recommendations to the boards they serve for action as needed.]