

ORIGINAL

RECEIVED HD10-01-4869

CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD

MAY 03 2001 & HHW GRANTS

Exhibit A

APPLICATION COVER SHEET

Applicant: **Del Norte Solid Waste Management Authority, a Joint Powers Authority of the City of Crescent City and the County of Del Norte**

Street Address: **391 Front Street**

City & Zip Code: **Crescent City, CA 95531** County: **Del Norte**

Regional Participants (if applicable): **1) City of Crescent City and 2) County of Del Norte**

Primary Contact (Name & Title): [REDACTED] Analyst / Planner

Phone: [REDACTED]

Email Address: [REDACTED]

Finance Officer (Name & Title): [REDACTED], Administrative Assistant

Phone: [REDACTED] Fax: [REDACTED]

Email Address: [REDACTED]

Program Director (Name & Title): [REDACTED] Director

Phone: [REDACTED] Fax: [REDACTED]

Email Address: [REDACTED]

Assembly District(s): **First District, served by Assemblymember Virginia Strom-Martin**

Senate District(s): **Second District, served by Senator Wesley Chesbro**

Brief Description of Project (3-5 Sentences): **This project will result in the construction and promotion of a new permanent HHW facility serving multiple rural jurisdictions. This facility, operated as a Recycle-Only facility by the Transfer Station operator every day, will enable an expansion of the variety of HHW materials collected daily. In addition, for broad-spectrum HHW collections, the project will include two trials (not fewer than eight days of operation), to determine the most cost-effective way to provide regular and convenient HHW recovery and HHW disposal services for Del Norte County.**

Total Grant Request: \$ 159,474

Certification:
 I declare, under penalty of perjury, that all information submitted for the Board's consideration for allocation of grant funds is true and accurate to the best of my knowledge and belief.

Signature: [REDACTED] May 04, 2001 Phone: [REDACTED]

Print Name and Title of Person Authorized by Resolution: [REDACTED], Director

1 May 2001

ORIGINAL

TABLE OF CONTENTS

	Application Cover Sheet (Exhibit A)	1
A.	Project Summary	3
B.	Proposal Narrative	3
	1. Need	3
	a. Need for a Permanent HHW Facility	4
	b. Timing is Essential	5
	c. Summary of Used Oil and HHW Grants (Exhibit E)	6
	2. Objectives	6
	3. Methodology	7
	a. Work Statement Form (Exhibit C)	10
	4. Evaluation	11
	5. Budget	12
	a. Budget Itemization (Exhibit D)	13
	6. Completeness, Support, and Experience	14
	7. Recycled-Content Purchasing Policy	14
	8. Serving a Rural and Underserved Area	14
	9. Serving and Partnering with Crescent City, the County of Del Norte and Humboldt Waste Management Authority	14
	10. Collection of Additional Waste Types	15
	11. No HHW grant during the last two cycles	15
	12. Establishing a Permanent HHW Collection Facility	15
C.	Supporting Documentation	16
	1. Resolution from the Del Norte Solid Waste Management Authority (Exhibit B)	
	2. Resolution from the County of Del Norte (Exhibit B)	
	3. Resolution from the City of Crescent City (Exhibit B)	
	4. Procurement Policy for the Del Norte Solid Waste Management Authority	
	5. Procurement Policy for the County of Del Norte	
	6. Joint Powers Agreement forming the Del Norte Solid Waste Management Authority	
	7. Supporting Documentation for Budget Estimates	

A. Project Summary

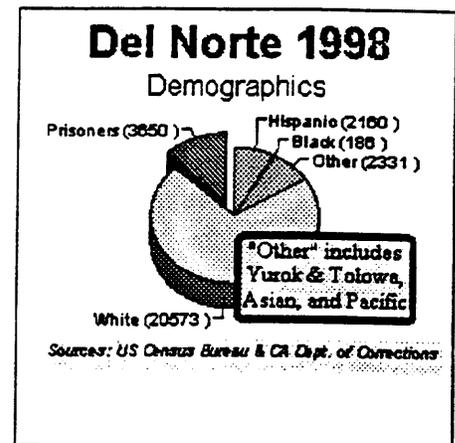
This project will result in the construction and promotion of a new permanent HHW facility serving multiple rural jurisdictions. This facility, operated as a Recycle-Only facility by the Transfer Station operator every day, will enable an expansion of the variety of HHW materials collected daily. In addition, for broad-spectrum HHW collections, the project will include two trials (not fewer than eight days of operation), to determine the most cost-effective way to provide regular and convenient HHW recovery and HHW disposal services for Del Norte County.

B. Proposal Narrative

1. Need

In Del Norte County, the people, economy and environment all depend on clean water. Home to the most productive commercial fishing harbor in California, the cleanest river in the State, the second most productive seabird colony on the California coast, and the largest coastal lagoon outside of San Francisco, Del Norte County is also home to over 15,000 residents which depend on well water for drinking. So whether hazardous materials are incidentally pumped out of a bilge on a fishing boat, poured along the fence line of an automotive repair shop, or dumped down a storm drain, such illegal dumping is one of the primary sources of water pollution by petroleum hydrocarbons and heavy metals with the potential to adversely affect human health, the environment and the economy. Del Norte County is just over 1000 square miles, about the same size as Sacramento County, but much more rural. With a total population of less than 28,000, over 60% live in and around the only incorporated city, Crescent City.

Historically, Del Norte's population is underemployed, less affluent, and has a lower level of education compared to the rest of the State¹. For example, nearly 16% of Del Norte's population is below the poverty rate compared to approximately 14% statewide, and for people under the age of 18, over 20% live in poverty. An average person in Del Norte makes less than 70% of the average Californian. Twenty-nine percent (29%) of Del Norte's residents have not completed high school, compared to 24% as the State average. In 2000, 24% of Del Norte's non-prison population was Hispanic, Native American, Black, or Asian, and these percentages are expected to



¹ Statistics from 2001 Del Norte County Economic & Demographic Almanac, Split Rock Ventures, McKinleyville, CA.

increase in coming years.

As a joint powers authority of the County of Del Norte and the only incorporated city, Crescent City, the Del Norte Solid Waste Management Authority (DNSWMA, or Authority) proposes to establish a permanent household hazardous waste collection center, complemented by a set of regional programs to improve the convenience of proper household hazardous collection, recovery, and disposal, and to expand the number of materials accepted at this facility. The target audience for these programs are all residents and small quantity generators within Del Norte County and Crescent City. This section describes the need for the proposed programs which are described in more detail in the sections which follow.

a. Need for a Permanent HHW Facility

As the reader is undoubtedly aware, one of the central problems with HHW management is that for most programs, increasing HHW collection convenience frequently is assumed to increase costs. For a HHW collection program to be convenient, it should be an easy-to-understand program, offered at zero or minimal cost to the public, at a central location, and open as frequently as possible (at least once quarterly) for not less than four hours.

Since being established in 1992, the Authority has used a four-pronged approach to HHW collections. First, the Authority provides (at the landfill) free recycling or

disposal of the most common HHW materials: used motor oil, oil filters, ethylene glycol antifreeze, lead-acid batteries, and non-aerosol latex paint. Second, using CIWMB oil grant funds, the Authority has supported and expanded the certified used oil collection centers. Third, the Authority sponsors a single annual Household Hazardous Waste Roundup every year, though businesses may also participate in the Roundup to have

HHW Materials Collected in Del Norte in FY 99/00

Del Norte	Landfill FY 99/00 Pounds	Roundup 99 Pounds	Total Pounds
Flammable		16770	16770
Bulked Flammable		936	936
Oil Base paint		936	936
Poison		1133	1133
Acid		128	128
Base		128	128
Aerosol		975	975
Household Batteries		500	500
Other		1328	1328
Antifreeze	1275	1404	2679
Car batteries	12320	3600	15920
Latex paint	2609.5	13572	16181.5
motor oil	15980	5616	21596
oil filters	975	0	975
freon	48	0	48
Total Collected	33207.5	47026	80233.5
	41%	59%	100%
Participants	440	785	1225
Service Area	22893	22893	22893
Days Open	358	1	359
Cost		Paid by rates	\$40,607 \$40,607

their hazardous materials properly disposed. Finally, there is a load-checking program at the landfill to assure that hazardous materials are not illegally disposed.

While these HHW management programs have been moderately effective, the Authority receives calls throughout the year from landlords, real estate agents, or community residents who have need to clean up hazardous materials associated with someone's death or moving. Without a permanent storage facility, the Authority can offer no legal disposal option to these customers for (non-recyclable) HHW apart from the annual Roundup. Furthermore, the Roundup is held at the parking lot of the local Fairgrounds, which must be set up prior to and packed up after each Roundup, which represent extra costs and potential liabilities compared to regular collections at a fixed location configured to accommodate the activities and traffic.

The adopted Household Hazardous Waste Element for Del Norte established the objective of establishing a permanent HHW facility. There have been two principal reasons that this facility has not already been established: 1) Lack of finances, and 2) the County's only landfill will be closing during the next two years, and the location of the new transfer station has not yet been determined. Regarding the second point, the Authority did not want to establish a HHW facility only to face the potential expense of moving that facility within two or three years.

The situation in Del Norte is also ripe with opportunity, in part because there is only one disposal facility in the County, and everybody uses it. The Del Norte Discard Generation Study conducted in 1997 revealed that over two-thirds of the tonnage disposed and over 88% of the traffic coming to the Crescent City Landfill is from self-haulers! With the right balance of education and price signals, these same customers can readily have their HHW separated for proper recovery or disposal. As all three potential locations for the TS are within five miles of the current landfill, the proportion of self-haulers will likely be similar at the new Transfer Station.

b. Timing is Essential

The Authority is currently engaged in the design and permitting process for the future Transfer Station (TS). The Transfer Station site plans (for each of the three alternative sites) indicate a location for a permanent HHW facility, and design and permitting of this facility is included in the existing scope of services for the engineering company responsible for Transfer Station design. Construction, construction quality assurance, and operation of the permanent HHW facility, however, currently have no budget or funding source, apart from the approximately \$40,000 annual expense for the existing HHW Roundup funded by tipping fees at the existing landfill.

If this grant proposal is funded, the HHW Facility will be incorporated into the Invitation to Bid and the Construction Quality Assurance/Construction Management Contracts for the TS Facility. Del Norte's first permanent HHW facility could then be operating from the first day the Transfer Station is operating. Already, the Authority has included in the Request for Proposals (RFP) for TS Operations provisions that the

selected TS Operator will be responsible for daily collections of fluorescent tubes and cathode ray tubes (CRT's) in addition to the materials currently accepted at the landfill for HHW Recycle-only, and has requested proposals to include expanded HHW services.

If this project is not funded, the Authority will devote its limited staff resources to the priority activities associated with getting the TS up and running before the capacity of the Crescent City Landfill is depleted. In all likelihood, the HHW storage locker in use at the landfill would be moved to the TS location, and existing HHW collection programs would remain largely unchanged, and establishment of a permanent HHW facility in Del Norte would likely be delayed by several years or until funding becomes available.

c. Summary of Used Oil and HHW Grants (Exhibit E)

As the reader can see from the following table (Exhibit E), all CIWMB HHW grants to the Authority thus far have pertained to used oil. While the programs and facilities established by these grant funds have been invaluable, none have established a permanent HHW facility in Del Norte.

Grantee	Agreement Number	Grant Award \$	Brief Project Description	% of Project Completed
Del Norte Solid Waste Management Authority (DNSWMA)	UBG5 - 96-2089	\$46,800	Expand number of certified oil recycling centers, education and publicity	98%
DNSWMA	UOG4 97-2366	\$174,646	Expand permanent oil recycling facilities, education and publicity	100%
DNSWMA	UBG6 00-4089	\$15,900	Continue support for certified oil recycling centers, special events, education and publicity	10%

2. Objectives

By completing the tasks described in the Methodology section, the Authority intends to achieve the following objectives. Achievement of these objectives will be determined by the installation and use of equipment, the production and distribution of promotional materials, or by the methods described in the Evaluation section.

- a. **Complete Design and Construction of the Del Norte Permanent HHW Facility at the location of the future Del Norte Transfer Station before the Transfer Station is open.**

The Authority's general strategy is to assure that the Permanent HHW Facility is constructed according to the following guidelines:

- Contractor will be hired to evaluate potential for use or retro-fitting of existing HHW storage locker
- Minimal infrastructure requirements for water, sewer, etc.
- Design of TS site accommodates potential traffic of quarterly or monthly collection days
- Construction of Permanent HHW is included with TS Construction Bid
- Permanent HHW construction is reviewed by Construction Quality Assurance contractor

- b. **Conduct and evaluate trials of two different Operation Strategies for the Permanent HHW Facility prior to the close of the grant period in March 2004**

The Authority's general strategy for determining optimal Operations of the Permanent HHW Facility will follow these guidelines:

- Contractor will propose at least two alternative Operations strategies for trials 1 & 2
- Operations trials will strive to determine frequency, duration, and need for prior appointments to provide convenient HHW disposal service at minimal overall cost of operation of the permanent HHW Facility
- each trial consists of not less than four days of operation (two events, two days each)
- each trial will be promoted separately in newspaper and radio ads to minimize potential confusion of changing Operations
- each trial will include a survey of participants

3. Methodology

The Authority's methods to meet the objectives described in the previous section are described in the Work Statement. The products of these activities will include:

- Cost-effective Construction of Del Norte's first Permanent HHW Facility at the site of the new Transfer Station
- A summary and preliminary evaluation of Permanent HHW Facility Operation Options, and recommendations for two trial operation strategies

- Radio and Newspaper Ads promoting HHW collection options
- A summary and evaluation of two Alternative HHW Facility operations strategies in comparison to the historical costs for the one-day HHW Roundups provided in previous years.

Recognizing the essential nature of a permanent HHW facility, the Authority has already included design and permitting of a HHW facility in the scope of services with Winzler & Kelly, the consulting engineering firm contracted to provide TS design and permitting services. Design and permitting (and land acquisition) costs are not included in this proposal. However, the Authority does not yet have contractors for Construction or Construction Quality Assurance. The staff costs included in the budget for all contractors are just the additional effort pertaining directly to the permanent HHW facility.

This project will be administered by [REDACTED] the Analyst/Planner of the Authority under the direction of [REDACTED] the Authority Director, and with support from the Administrative Assistant, [REDACTED] and the Recovery Field Technician [REDACTED]

This is the same core group dedicated to TS development, to assure that the TS and HHW projects are complementary. As the HHW Facility will essentially be a public works construction project, the construction contractor will have to be selected by a bid process (as opposed to a Request for Proposals or RFP). The Authority staff's responsibilities for this project will include:

- Drafting and circulating an RFP to select the HHW Facility Development Consultant (i.e. HHW Facility Development Contractor)
- Reviewing and responding to suggested modifications of the permanent HHW Facility Design and associated site layout
- Incorporating the final Permanent HHW facility design into the TS Invitation for Bids (Bid awarded to Construction Contractor)
- Incorporating the Permanent HHW facility construction as an activity to be reviewed and inspected by the TS Construction Quality Assurance (CQA) contractor (CQA Contractor).
- Reviewing and releasing one or two Invitations for Bids to select the HHW Facility Operations contractor for trials 1 and 2
- Hiring a HHW Facility Operation Contractor (HHW Ops Contractor)

On first glance, this may appear to be a large number of contractors for a single project. This structure, however, is quite deliberately made to be combined with and complement the TS development process as much as possible, which includes the selection process for the Construction and CQA Contractors. Furthermore, the HHW Ops Contractor could be the same as the TS Operator. Thus, although four contractors are indicated, really only one or two are directly and exclusively associated with this project.

The Authority's methodology for selecting the HHW Facility Development Contractor, a consultant familiar with HHW facility development and operations, will be through a Request for Proposals process. The Authority's existing contracts do not include evaluation of the most economically efficient way to develop the HHW facility (possibly including the moving and modification of the existing HHW storage locker in use at the Landfill), and thus some design review is included, but not design itself. The responsibilities of the HHW Facility Development Contractor will be to:

- Comment on the HHW Facility design and associated site layout prepared by Winzler & Kelly
- Provide a Summary of operations options for a permanent HHW facility, and recommend two operation strategies for trial and evaluation (each trial will have at least two collection periods of not less than two days each)
- Prepare one (or two) bid package(s) for the two selected HHW Operations options, to be released by the Authority
- Prepare surveys to be completed by participants at each HHW collection trial at the permanent HHW facility
- Compile surveys and provide an evaluation of the two collection trials with recommendations for future HHW facility operations based on evaluation of the trials

As a product of the CIWMB's model contract for Rural Cooperative Recycling Infrastructure Development Project, the Authority is currently developing a formal cooperative working relationship with the Humboldt Waste Management Authority (immediately to the south of Del Norte). Authority staff anticipate that at least one of the HHW facility operations options may include some cooperative storage and/or consolidation with the HHW materials collected through Humboldt's programs. These activities are not included in the work statement as separate tasks as the final legal agreements have not been approved or signed at this time, and the cooperative opportunities will not be clear until the HHW facility design is complete.

After completion of this project, the Authority hopes to offer more convenient (i.e. more frequent) HHW drop-off collections services for the full spectrum of HHW materials, in addition to the daily receipt of the expanded suite of HHW BOP materials (see section 10). Funding for continuing operations of the permanent HHW facility will be budgeted annually, and hopefully will be comparable to (or less than) the current annual costs for the existing HHW Roundups.

WORK STATEMENT

Applicant: Del Norte Solid Waste Management Authority

Date: 28-Aug-01

Activity Number	Description of Activity	Staff or Contractor	Start Date	End Date
Reporting and Expenditure Category: Permanent HHW Facility				
1. Permanent HHW Facility Development & Operations				
1.1	Print and Distribute HHW Facility Dev't RFP	Printer	Sep-01	Nov-01
1.2	Procure Structures for HHW Facility	Supplier	Feb-02	May-02
1.3	Construct Permanent HHW Facility	Construction Contractor	Jun-02	Dec-02
1.3	HHW Facility Operations Trial 1	HHW Ops Contractor	Feb-03	Sep-03
1.4	HHW Facility Operations Trial 2	HHW Ops Contractor	Dec-03	Mar-04
Reporting and Expenditure Category: Publicity and Education				
2. Publicity and Education				
2.1	Publish 2-sided Brochure	Printer	Oct-02	Dec-02
2.2	Print and Distribute Brochure	Printer	Dec-02	Mar-03
2.3	Newspaper Ads Regarding HHW Events Trials	Triplicate	Oct-02	Mar-03
2.4	Publish Surveys for HHW Events Trials	Printer	Feb-03	Sep-03
2.5	Radio Spots for HHW Events Trials	Radio Stations	Dec-03	Mar-04
Reporting and Expenditure Category: Personnel / Other				
3. Contractor Activities for Permanent HHW Facility Development and Operations				
3.1	Revise / Finalize Permanent HHW Facility Design	HHW Contractor	15-Jan-02	Mar-02
3.2	Construction Quality Assurance for HHW Facility	CQA Contractor	Jun-02	Dec-02
3.3	Review and summarize Permanent HHW Facility Operations Options	HHW Contractor	Apr-02	Jul-02
3.4	Summary and Evaluation of Operations Trials	HHW Contractor	Jun-03	Mar-04
4. Staff Activities for Permanent HHW Facility Development				
4.1	Hire HHW Facility Dev't Consultant (RFP Process)	Staff	01-Sep-01	Jan-02
4.2	Revise / Finalize Permanent HHW Facility Design	Staff	15-Jan-02	Mar-02
4.3	Release Permanent HHW Facility Invitation for Bids	Staff	Mar-02	May-02
5. Staff Activities for Permanent HHW Facility Operations Trials				
5.1	Hire HHW Operator for Trials 1 & 2 (RFP Process)	Staff	Aug-02	Nov-02
5.2	Review and Evaluation of Operations Trials	Staff	Mar-04	Apr-04
6. Staff Activities for Publicity and Education				
6.1	Draft Brochure Announcing New HHW Facility	Staff	Oct-02	Dec-02
6.2	Update website at www.northcoast.com/~recycle	Staff	Oct-02	Mar-03
6.3	Publicity and Survey for Operations Trial 1	Staff	Feb-03	Sep-03
6.4	Publicity and Survey for Operations Trial 2	Staff	Dec-03	Mar-04

Post-it® Fax Note 7671

To	[Redacted]	Date	27 AUG 01	# of pages	2
From	[Redacted]	Co.	DNSWMA		
Co./Dept.	[Redacted]	Phone #	[Redacted]		
Phone #	[Redacted]	Fax #	[Redacted]		
Fax #	[Redacted]				

WORK STATEMENT

Applicant Del Norte Solid Waste Management AuthorityDate: 17-Aug-01

Activity Number	Description of Activity	Staff or Contractor	Start Date	End Date
Reporting and Expenditure Category: Permanent HHW Facility				
1. Permanent HHW Facility Development				
1.1	Revise / Finalize Permanent HHW Facility Design	HHW Contractor	15-Jan-02	Mar-02
1.2	Construct Permanent HHW Facility	Construction Contractor	Jun-02	Dec-02
1.3	Construction Quality Assurance for HHW Facility	CQA Contractor	Jun-02	Dec-02
2. Permanent HHW Facility Operations Trials				
2.1	Review and summarize Permanent HHW Facility Operations Options	HHW Contractor	Apr-02	Jul-02
2.2	Operations Trial 1	HHW Ops Contractor	Feb-03	Sep-03
2.3	Operations Trial 2	HHW Ops Contractor	Dec-03	Mar-04
2.4	Summary and Evaluation of Operations Trials	HHW Contractor	Jun-03	Mar-04
Reporting and Expenditure Category: Publicity and Education				
3. Publicity and Education				
3.1	Publish 2-sided Brochure	Printer	Oct-02	Dec-02
3.2	Print and Distribute Brochure	Printer	Dec-02	Mar-03
3.3	Newspaper Ads Regarding HHW Events Trials	<u>Triplicate</u>	Oct-02	Mar-03
3.4	Publish Surveys for HHW Events Trials	Printer	Feb-03	Sep-03
3.5	Radio Spots for HHW Events Trials	Radio Stations	Dec-03	Mar-04
Reporting and Expenditure Category: Personnel / Other				
4. Staff Activities for Permanent HHW Facility Development				
4.1	Hire HHW Facility Dev't Consultant (RFP Process)	Staff	01-Sep-01	Jan-02
4.2	Revise / Finalize Permanent HHW Facility Design	Staff	15-Jan-02	Mar-02
4.3	Release Permanent HHW Facility Invitation for Bids	Staff	Mar-02	May-02
5. Staff Activities for Permanent HHW Facility Operations Trials				
5.1	Hire HHW Operator for Trials 1 & 2 (RFP Process)	Staff	Aug-02	Nov-02
5.2	Review and Evaluation of Operations Trials	Staff	Mar-04	Apr-04
6. Staff Activities for Publicity and Education				
6.1	Draft Brochure Announcing New HHW Facility	Staff	Oct-02	Dec-02
6.2	Update website at www.northcoast.com/~recycle	Staff	Oct-02	Mar-03
6.3	Publicity and Survey for Operations Trial 1	Staff	Feb-03	Sep-03
6.4	Publicity and Survey for Operations Trial 2	Staff	Dec-03	Mar-04

4. Evaluation

Process evaluation will include the milestone achievements of the release of RFP's, and Invitations to Bid and the acceptance of submitted reports. Project implementation will be improved by the competitive Request for Proposals of The project includes assessment through Form 303 results and surveys of awareness and participation. As the purpose of HHW Operations Trials 1 & 2 is to determine the most generally convenient and cost-effective multi-material HHW Operations strategy, analysis of surveys will not be used to modify publicity strategies until after the close of the grant period.

The primary outcome evaluation will be the satisfactory completion of permanent HHW facility construction. Secondary outcome evaluation will be the comparisons of households and pounds of participation as well as customer surveys from each HHW Operations Trial, to be prepared by the HHW Contractor. Consideration of this evaluation will guide the Authority's future direction in the operation of this essential facility.

Evaluation of Del Norte Permanent HHW Facility Project				
Measure of Success	Monitoring / Evaluation Method	Who Responsible	How reported	If not, then What?
HHW Facility included in TS Construction Bid	Milestone Accomplished ?	Authority and HHW Facility Dev't Contractor	Bid Text	Release separate Invitation to Bid
Report of HHW Facility Operations Options submitted	Milestone Accomplished ?	HHW Facility Dev't Contractor	Written Report	Select new Contractor 1
HHW Facility Constructed	Construction Complete according to Construction Quality Assurance (CQA) Contractor	Construction and CQA Contractors and Authority	Included in Final CQA report	Resolve disputes with Contractor 2
Over 60% aware and over 10 % of households participate in HHW programs	Surveys for Trials 1 and 2	HHW Facility Dev't Contractor	Report for Task 2.5	Modify approach to publicity and education
Customers served, pounds collected, by HHW type for Trials 1 and 2	Form 303's and Surveys for Trials 1 & 2	HHW Facility Dev't Contractor and HHW Operations Contractor	Report for Task 2.5	Analysis of barriers to HHW Operations

5. Budget

The following Itemization shows the costs estimated to achieve the tasks in the Work Statement. Quotes and actual costs from Humboldt's establishment of their permanent HHW facility (CIWMB Contract HD3-94-607-12) support many of the estimates included in the Itemization.

The competitive procurement processes for selecting the HHW Facility Development Consultant, as well as the Construction, Construction Quality Assurance and HHW Operations Contractors will guide the ultimate cost-effective configuration of the permanent HHW Facility. Requirements of this grant proposal process, however, drive the need for some assumptions about the potential costs and configuration of the end-result. For convenience, staff assume that a system similar to that developed by Humboldt would be adequate. Humboldt's permanent HHW Facility includes multiple HHW lockers possibly fitted with shelves under a canopy to protect them from the severe winter weather (Del Norte regularly gets 70 - 90 inches of rain). The canopy has proven essential, as the HHW storage trailer in use at the landfill has had notorious leaking problems. The canopy would be supported by a foundation to handle the significant wind loads, and surrounded by some paving and perimeter fencing. Staff anticipate that these lockers may also be fitted with shelves to make the interior space more effective. Promotional expenses are supported by rate sheets from local radio stations KPOD, KCRE, and KHSR and Del Norte's only local newspaper, the Daily Triplicate.

Cost Savings include the extensive overlap with the concurrent and co-located permitting and development of the Transfer Station, the competitive Request for Proposals process selecting contractors, and evaluation of the potential incorporation of the HHW storage locker currently used at the landfill.

**Del Norte Solid Waste Management Authority
BUDGET ITEMIZATION**

Task	Quantity	Units	\$ per	\$
1	Permanent HHW Facility Development			
1.1	30	postage	\$2.00	\$60
1.1	900	pages	\$0.30	\$270
1.2	42 x 10	one		\$3,000
1.2		one		\$23,000
1.2	2	each	\$21,237.33	\$42,475
1.3	1250	square feet	\$2.50	\$3,125
1.4	2	events	\$10,462.00	\$20,924
1.5	2	events	\$10,462.00	\$20,924
Subtotal				\$113,778
2	Publicity and Education			
2.1	5000	count	\$0.30	\$1,500
2.2	5000	count	\$0.34	\$1,700
2.3	2	weeks	\$146.70	\$293
2.3	2	weeks	\$146.70	\$293
2.4	3000	pages	\$0.30	\$900
2.5	3	stations	\$243.00	\$729
2.5	3	stations	\$243.00	\$729
Subtotal				\$6,145
3	Personnel / Other			
3.1	40	Contractor hours	\$70.00	\$2,800
3.2			\$4,000.00	\$4,000
3.3	70	Contractor hours	\$70.00	\$4,900
3.3	120	Contractor hours	\$70.00	\$8,400
3.4	3	Contractor hours	\$70.00	\$210
3.4	80	Contractor hours	\$70.00	\$5,600
4.1	16	DH hours	\$125.00	\$2,000
4.1	30	TW hours	\$28.55	\$857
4.1	5	KH hours	\$42.12	\$211
4.1	8	TW hours	\$28.55	\$228
4.1	1	KH hours	\$42.12	\$42
4.2	6	TW hours	\$28.55	\$171
4.3	8	TW hours	\$28.55	\$228
5.1	30	TW hours	\$28.55	\$857
5.1	6	KH hours	\$42.12	\$253
5.1	6	KH hours	\$42.12	\$253
5.1	8	TW hours	\$28.55	\$228
5.1	20	DH hours	\$125.00	\$2,500
5.1	25	TW hours	\$28.55	\$714
5.2	2	KH hours	\$42.12	\$84
5.2	6	TW hours	\$28.55	\$171
6.1	35	MP hours	\$18.55	\$649
6.1	10	TW hours	\$28.55	\$286
6.2	30	TW hours	\$28.55	\$857
6.4	32	MP hours	\$18.55	\$594
6.4	32	MP hours	\$18.55	\$594
	40	TW hours	\$28.55	\$1,142
	30	EB hours	\$24.13	\$724
Subtotal				\$39,551
TOTAL				\$159,474

**California Integrated Waste Management Board
GRANTS & HHW SECTION**



Pat McDermott
1001 I St., P.O. Box 4025
Sacramento, California 95812
Phone: (916) 341-6452
Fax: (916) 319-7375
pmcdermo@ciwmb.ca.gov

August 3, 2001

PLEASE DIRECT THIS FAX TO: [REDACTED] Del Norte Solid Waste Mgmt Authority
FAX Number: [REDACTED]
PHONE Number: [REDACTED]

Re: 2001/2002 Household Hazardous Waste Grant

During the 2001/2002 HHW grant cycle, 33 applications were received totaling \$5.7 million in project funding for the \$3 million available.

Your grant application has been evaluated and the review team has finalized their funding recommendations. Your application will be recommended for a grant in the amount of \$159,474.00 at the CIWMB's regular business meeting on August 14-15, 2001 at 9:30 a.m. in Sacramento.

Information on the award agenda item will be available on our web site at ciwmb.ca.gov/agendas by August 3. If staff's recommendations are adopted by the CIWMB, a congratulatory letter approving the award will be forthcoming. In addition, the grant agreement and documents describing the administration of the grant will be included for your review and signature. If you have any questions please call Pat McDermott at (916) 341-6452 or email at pmcdermo@ciwmb.ca.gov.

6. Completeness, Support, and Experience

The project applicant, the Del Norte Solid Waste Management Authority, is a joint powers authority of the City of Crescent City and the County of Del Norte. The Authority has more than seven years experience planning and administering solid waste, resource recovery and recycling economic development projects, and in that time has managed grants totaling nearly two million dollars. Kevin Hendrick is the Director of the Authority and has over 17 years management experience in recycling and resource recovery with government and non-profit organizations. Tedd Ward is Analyst for the Authority and has over a decade of experience in recycling economic development, solid waste, recycling, and composting. He authored the 1997 Del Norte Discard Study, and was principal author of The Agenda for the New Millennium, a long-range policy/vision document for the California Resource Recovery Association, the oldest and largest statewide recycling association in the nation. The Authority has also recently adopted the Del Norte Zero Waste Plan, the first municipal zero waste plan in the nation.

This grant application is submitted with the knowledge, support, and approval of both the City of Crescent City and the County of Del Norte, as evidenced by the attached Resolutions. In addition, a letter of support is included from the Del Norte County Economic Development Coordinator.

7. Recycled-Content Purchasing Policy

In Sections C.4 and C.5 are the recycled-content procurement policies recently adopted by both the Authority and the County of Del Norte. The City of Crescent City is currently reviewing and considering adoption of a similar procurement policy.

8. Serving a Rural and Underserved Area

The CIWMB has recognized the Authority as a Rural Regional Agency. Del Norte County covers just over 1,000 square miles and has fewer than 30,000 residents (including prisoners). While the Authority has made significant progress in expanding the number of certified used oil collection centers during the past few years, collection options for HHW are limited to those items received at the Landfill and the Annual HHW Roundup. While the HHW Roundup and Landfill Battery-Oil-Paint (BOP) recycling are available to all Del Norte residents, the HHW materials not accepted at the Landfill BOP can only be properly disposed once a year at the current HHW Roundup.

9. Serving and Partnering with Crescent City, the County of Del Norte and Humboldt Waste Management Authority

The Del Norte Solid Waste Management Authority is a joint powers authority of the City of Crescent City and the County of Del Norte, and all facets of the program described in this grant proposal will serve residents and businesses from both jurisdictions, addressing the regional need for more convenient disposal and recovery of HHW.

As a product of the CIWMB's model contract for Rural Cooperative Recycling Infrastructure Development Project, the Authority is currently developing a formal cooperative working relationship with Humboldt County (immediately to the south of Del Norte). Authority staff anticipate that at least one of the HHW facility operations options may include some cooperative storage and/or consolidation with the HHW materials collected through Humboldt's programs. Additional likely areas of cooperation include sharing and adaptation of promotional materials for alternatives to hazardous products. The continuing cooperative relationship is evidenced by the budget information provided by Peter Bloom from Humboldt that formed the basis for some of the cost estimates in the budget section.

10. Collection of Additional Waste Types

While the Authority has no current permanent HHW storage facility, the Authority has assured that the contracted operator at the County's only landfill, Crescent City Landfill, will accept the following without charge, every day the facility is open: used oil filters, lead-acid batteries, ethylene glycol antifreeze, and non-aerosol latex paint. As a certified center, the Authority also pays customers \$0.16 per gallon for their used oil upon request, and the used oil is also stored at the landfill.

The Authority is currently planning, designing, and permitting a Transfer Station (TS) to provide similar disposal and recovery services after the Landfill closes. Within the Request for Proposals for Transfer Station Operations released in April 2001, the Authority included a provision that would require the TS Operator to provide similar services to those described above AND to also receive fluorescent tubes, and devices containing cathode ray tubes (CRT's) without charge every day the TS is open.

11. No HHW grant during the last two cycles

The reader can see from the table in section B.1.c of this proposal that the Authority has not received a HHW grant award during the last two grant cycles. The Authority did receive a portion of a grant awarded to the Regional Council of Rural Counties Environmental Services Joint Powers Authority in 1992 or 1993, but has not received any HHW grants since this time, excluding oil grants.

12. Establishing a Permanent HHW Collection Facility

The primary objective of this grant application is to establish a permanent, convenient and cost-effective HHW collection facility at the future Transfer Station.

- C. Supporting Documentation
 - 1. Resolution from the Del Norte Solid Waste Management Authority (Exhibit B)
 - 2. Resolution from the County of Del Norte (Exhibit B)
 - 3. Resolution from the City of Crescent City (Exhibit B)
 - 4. Procurement Policy for the Del Norte Solid Waste Management Authority
 - 5. Procurement Policy for the County of Del Norte
 - 6. Joint Powers Agreement forming the Del Norte Solid Waste Management Authority
 - 7. Supporting Documentation for Budget Estimates

**DEL NORTE SOLID WASTE
MANAGEMENT AUTHORITY**

RESOLUTION NO. 2001-03

**HOUSEHOLD HAZARDOUS WASTE
GRANT YEAR 2001/02 RESOLUTION**

WHEREAS, the people of the State of California have enacted Assembly Bill 1220 (Eastin, 1993) that provides grants to local governments to establish and implement waste diversion and separation programs to prevent disposal of hazardous waste, including household hazardous waste, in solid waste landfills; and

WHEREAS, the California Integrated Waste Management Board has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing application by cities and counties under the program; and

WHEREAS, the Del Norte Solid Waste Management Authority, has been assigned responsibility for county-wide waste management through a joint powers agreement between County Del Norte and the City of Crescent City; and

WHEREAS, the applicant will enter into an agreement with the State of California for implementation of the project;

NOW, THEREFORE, BE IT RESOLVED that the Del Norte Solid Waste Management Authority authorizes the submittal of a regional application on behalf of the City of Crescent City and the County of Del Norte to the California Integrated Waste Management Board for a Local Government Household hazardous Waste Grant - FY 2001/02. The Director of the Del Norte Solid Waste Management Authority, or his designee, is hereby authorized and empowered to execute in the name of the above named City and County all necessary applications, contracts, payment requests, agreements hereto for the purposes of securing grant funds and to implement and carry out the purposes specified in the grant application;

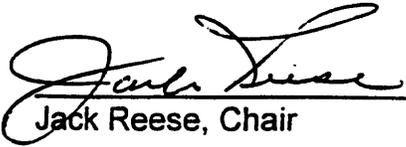
PASSED AND ADOPTED this 12th day of April, 2001, by the Del Norte Solid Waste Management Authority, by the following polled vote:

AYES: Commissioners Smith, Youngblood, Elier, Hatfield & Reese

NOES: None

ABSENT: None

ABSTAIN: None



Jack Reese, Chair

ATTEST:



Ellen P. Brown, Clerk of the Board

COUNTY OF DEL NORTE

RESOLUTION NO. 2001- 029

**A RESOLUTION OF
THE DEL NORTE COUNTY BOARD OF SUPERVISORS SUPPORTING
THE HOUSEHOLD HAZARDOUS WASTE GRANT YEAR 2001/02**

WHEREAS, the people of the State of California have enacted Assembly Bill 1220 (Eastin, 1993) that provides grants to local governments to establish and implement waste diversion and separation programs to prevent disposal of hazardous waste, including household hazardous waste, in solid waste landfills; and

WHEREAS, the California Integrated Waste Management Board has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing application by cities and counties under the program; and

WHEREAS, the Del Norte Solid Waste Management Authority, has been assigned responsibility for county-wide waste management through a joint powers agreement between County Del Norte and the City of Crescent City; and

WHEREAS, the applicant will enter into an agreement with the State of California for implementation of the project;

NOW, THEREFORE, BE IT RESOLVED that the County of Del Norte authorizes the Del Norte Solid Waste Management Authority to submit to the California Integrated Waste Management Board a Regional Application for the Local Government Household Hazardous Waste - FY 2001/02 on its behalf. The Del Norte Solid Waste Management Authority, is hereby authorized and empowered to execute all necessary applications, contracts, payment requests, agreements hereto for the purposes of securing grant funds and to implement and carry out the purposes specified in the grant application;

PASSED AND ADOPTED this 10th day of April, 2001, by the Board of Supervisors, County of Del Norte, by the following polled vote:

AYES: Supervisors Eller, Finigan, Blackburn, Reese and McClure

NOES: None

ABSENT: None

ABSTAIN: None

Martha McClure
Martha McClure, Chair

ATTEST:

Karen Walsh
Karen Walsh, Clerk of the Board

I hereby certify the foregoing
to be a true and correct copy
of the original on file in this
office.

Dated: APR 10 2001

ATTEST:

Karen L. Walsh

Clerk of the Board of Super-
visors, County of Del Norte,
State of California.

By Karen Tubela
-Deputy-



377 J STREET CRESCENT CITY, CALIFORNIA 95531-4025

Administration/Finance: 707-464-7483

Public Works/Planning: 707-464-9506

Utilities: 707-464-6517

FAX: 707-465-4405

STATE OF CALIFORNIA)
COUNTY OF DEL NORTE) § 40814
CITY OF CRESCENT CITY)

I, L. Dianne Nickerson, City Clerk of the City of Crescent City, State of California, do hereby certify that this is a true and correct copy of

Resolution No. 2001 - 06

A resolution of the Crescent City City Council Authorizing Del Norte Solid Waste Management Authority to Submit to the California Integrated Waste Management Board a Regional Application for the Local Government Household Hazardous Waste - Grant Year 2001/2001

which is on file in the Office of the City Clerk, City of Crescent City, California.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Crescent City this 18th day of April 2001.

L. DIANNE NICKERSON
CITY CLERK
CITY OF CRESCENT CITY, CALIFORNIA

**CITY OF CRESCENT CITY
RESOLUTION NO. 2001- 06**

**A RESOLUTION OF THE CRESCENT CITY CITY COUNCIL AUTHORIZING
DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY TO SUBMIT TO
THE CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD A
REGIONAL APPLICATION FOR THE LOCAL GOVERNMENT HOUSEHOLD
HAZARDOUS WASTE – GRANT YEAR 2001/2002**

WHEREAS, the people of the State of California have enacted Assembly Bill 1220 (Eastin, 1993) that provides grants to local governments to establish and implement waste diversion and separation programs to prevent disposal of hazardous waste, including household hazardous waste, in solid waste landfills, and

WHEREAS, the California Integrated Waste Management Board has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing application by cities and counties under the program, and

WHEREAS, the Del Norte Solid Waste Management Authority, has been assigned responsibility for county-wide waste management through a joint powers agreement between the County of Del Norte and the City of Crescent City, and

WHEREAS, the applicant will enter into an agreement with the State of California for implementation of the project,

NOW, THEREFORE, BE IT RESOLVED, that the City of Crescent City authorizes the Del Norte Solid Waste Management Authority to submit to the California Integrated Waste Management Board a Regional Application for the Local Government Household Hazardous Waste – FY 2001/2002, on its behalf. The Del Norte Solid Waste Management Authority is hereby authorized and empowered to execute all necessary applications, contracts, payment requests, agreements hereto for the purposes of securing grant funds and to implement and carry out the purposes specified in the grant application.

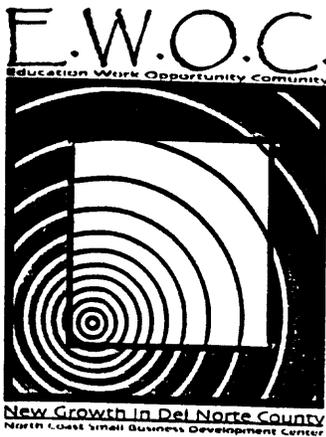
The above and foregoing Resolution was introduced by Councilmember Youngblood and was seconded by Councilmember Gary and passed and adopted at a regular meeting of the City Council of the City of Crescent City held on the 16th day of April, 2001, by the following vote:

AYES: Councilmembers Youngblood, Gary, Burlake, Kolodner
and Mayor Smith
NOES: None
ABSENT: None
ABSTAIN: None


C. RAY SMITH, MAYOR

ATTEST:


L. Dianne Nickerson, City Clerk



[REDACTED]
207 Price Mall, Crescent City CA 95531

[REDACTED] Fax [REDACTED]

May 3, 2001

California Integrated Waste Management Board (CIWMB)
PO Box 4025
Sacramento, CA 95812-4025

SUBJECT: Support for Del Norte Solid Waste Management Authority's Del Norte Regional Permanent HHW Facility

To Whom It May Concern:

I am pleased to give my support to and endorse the Del Norte Solid Waste Management Authority's application for funds for the Del Norte Regional Permanent HHW Facility.

If funded, this project will result in determining the lowest-cost, most convenient way to operate the Household Hazardous Waste facility.

To understand why it is so beneficial to our community to keep costs on all items as low as we can, it is helpful to understand that we are among the poorest of the counties in California and any increases in costs for anything negatively impact local residents, many of whom are on fixed incomes. Currently local residents pay among the highest costs in the state for gas and groceries. We hope to prevent this from being true for disposal of hazardous waste as well.

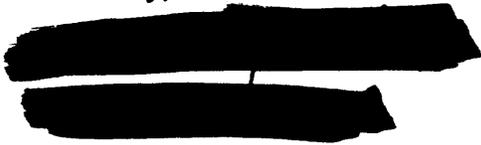
Most of our local businesses are already at a competitive disadvantage because of their distance from markets and the cost of getting products to market. There is a need for businesses, the small quantity hazardous waste generators, to have a convenient and most cost efficient means of disposing of their hazardous materials.

I have had the pleasure of working with Solid Waste Management Authority staff for the past five years on numerous important community projects, and am always impressed by their professionalism and their capacity to deliver top notch projects. Their projects always bring together all of the local stakeholders and find solutions to what have often been long term local problems.

As I have stated previously, my experience in working with the Authority staff over the past few years has always been positive, and they have my full support and confidence. They never fail to consider the economic development opportunities, which arise from recovery, as opposed to disposal. I have been impressed with both the quantity and quality of their work.

I want to personally thank the California Integrated Waste Management Board for the financial support they have given our community in the past and thank you for your consideration of this project for funding.

Sincerely,

A large black rectangular redaction box covers the signature area, obscuring the name and any handwritten notes.

Del Norte County Economic Development Coordinator

101000

Del Norte Solid Waste Management Authority

Recycled Product Procurement Policy

Revised: January 30, 2001

This policy provides for the procurement of environmentally preferable products, including reusable, reused, recycled, and composted products, and requires users to specify these products whenever practicable products by Del Norte Solid Waste Management Authority staff and contractors.

1. Purpose

This policy shall be known as the "Del Norte Solid Waste Management Authority Recycled Product Procurement Policy." Its purpose is to support markets for reusable, reused, recycled, composted and other environmentally preferable products by encouraging Authority staff and contractors to buy such products whenever practicable.

The California Integrated Waste Management Act of 1989 as amended mandates recovery of 50% of the materials which are discarded, and activities towards compliance with this Act are administered in Del Norte County by the Del Norte Solid Waste Management Authority (Authority). The Authority adopts this policy and advocates adoption of similar policies by the City of Crescent City and the County of Del Norte, for the purposes of:

1. Adopting waste prevention, waste reduction, reuse, repair, recycling, composting, and salvage as priorities within all agencies which have adopted such policies;
2. Recognizing and asserting the potential role local government agencies can have stimulating and encouraging the development and use of products made from reusable and recovered materials;
3. Improving the material and energy efficiency and reducing waste by establishing a review process for how supplies, materials, and equipment are manufactured, purchased, packaged, delivered, used, and disposed;
4. Identifying opportunities to cooperatively purchase environmentally preferable supplies and equipment where such purchases lower the incremental costs to agencies and meet the other purposes of this policy; and
5. Serve as a model to encourage other agencies and businesses in the region to stimulate development of markets for recovered materials through the purchase of goods made from such materials.

2. Definitions

The following terms shall have the assigned definitions for all purposes under this policy:

- A. "Affiliated agency" means any government agency, institution, or business in Del Norte County that has adopted a written policy advocating procurement of environmentally preferable products.
- B. "Authority" means the Del Norte Solid Waste Management Authority.
- C. "Compost Products" means mulch, soil amendments, ground cover, or other landscaping material derived from the biological or mechanical conversion of cellulose-containing waste materials

D. "Environmentally preferable products" means products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. This comparison may consider raw materials acquisition and processing, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product. Environmentally preferable products usually have one or more of the following qualities: they reduce or prevent waste, conserve energy, or reduce pollution; are reusable, refillable, or repairable; have a minimum of packaging; are made from recovered, post-consumer, recycled, or composted materials (preferably materials recovered within the region), and may be recovered, recycled, salvaged or composted within the region.

E. "Post-consumer recycled material" means material which had completed one use and was separated for the purposes of collection and reprocessing.

F. "Practicable" means sufficient in performance and available at a reasonable price. Final determination of the practicability of any given product must lie with the users of the product, since it is they who understand their performance and budgetary requirements. Evaluation should consider life-cycle and replacement costs.

G. "Product Category" means a function, process, equipment, or type of product, regardless of supplier or manufacturer.

H. "Recyclable product" means a product which, after its intended end use, can demonstrably be diverted from the Del Norte County's solid waste stream for use as a raw material in the manufacture of another product.

I. "Recycled material" means material and byproducts that have been recovered or diverted from solid waste and that can be utilized in place of raw or virgin material in manufacturing a product. It is derived from post-consumer recycled material, manufacturing waste, industrial scrap, agricultural waste, and other waste material, but does not include material or byproducts generated from, and commonly reused within, an original manufacturing process.

J. "Recycled product" means a product containing recycled material.

3. Responsibilities of Del Norte Solid Waste Management Authority

The Del Norte Solid Waste Management Authority shall:

A. Develop and maintain access to information, in identified product categories, about suppliers and performance data regarding environmentally preferable products. The Authority will also identify State and National environmental preferable or recycled product procurement guidelines. The identified product categories are listed in section 5 of this policy. The Authority will also maintain a list of products in each product category for each affiliated agency which have been determined to meet the practicable performance requirements for that agency. Either the Authority or affiliated agencies may periodically suggest modifications to either of these lists as needed;

B. Inform affiliated agencies of their commitments and responsibilities under this policy and assist with implementation as requested;

C. Disseminate information to affiliated agencies on demonstration, specification and procurement of environmentally preferable and recycled products;

D. Communicate with affiliated agencies to review policy requirements and new procurement

D:\[redacted] Grants\C\WMB\Products\Procurement\Del Norte County Model Policy 02.doc

02/05/01

Printed on minimum 10% post-consumer recycled paper

lu

F-10

FEB 03 2001

MAR 22 2001

opportunities, and to monitor the status of policy implementation product research results;

- E. Publicize the progress of policy implementation to affiliated agencies;
- F. Upon request or approval by affiliated agencies, engage major suppliers of product categories used by affiliated agencies to offer environmentally preferable products;
- G. Develop and maintain a list of environmentally preferable products to be recommended for all affiliated agencies based on considerations of performance, cost, and the purpose of this policy. The Authority and affiliated agencies may periodically recommend modifications to this list as needed.
- H. Submit an annual report to affiliated and regional agencies reflecting the implementation status of this procurement program, including:
 - 1. A compilation of procurement data collected from all agencies and other parties charged with implementation responsibility under this policy;
 - 2. An account of the current status of product evaluations conducted by agencies;
 - 3. An assessment of procurement program effectiveness, an evaluation of program goals as stated in prior annual reports, and projections of future procurement opportunities;
 - 4. Updated lists described in section 3.A. of this policy; and
 - 5. Recommendations for future goals and changes in procurement policy.

4. Responsibilities of Affiliated Agencies.

Each Affiliated Agency shall:

- A. Designate a procurement officer (by job title and name) responsible for administering and implementing this policy for the affiliated agency. The Authority's designated procurement officer for implementing this policy is the Administrative Assistant, Ellen Brown.
- B. For each product category that the affiliated agency uses, evaluate one or more environmentally preferable product identified by the Authority to determine the extent to which the product may be practicably used by the agency and its contractors;
- C. After demonstrating that a specific environmentally preferable product performs adequately, notify the Authority that the agency intends to purchase that environmentally preferable product in future;
- D. Ensure that contracts issued by the agency require recycled and environmentally preferable products wherever practicable;
- E. Ensure that contracts issued by the agency for recycled products require the maximum practicable amount of recycled material and that contractors provide certification of this content and report amounts used;
- F. Ensure that all printing by their agency uses recycled paper and bears the chasing arrow logo or other imprint identifying it as such;
- G. Use both sides of paper sheets whenever practicable in printing and copying;

H. Ensure that requests for bids and proposals issued by County require that, whenever practicable, contractors and consultants use recycled paper with a specified minimum post-consumer recycled content, printed on both sides;

I. Report the progress of policy implementation by the agency to the Authority, including:

1. the status of product evaluations conducted by the agency,
2. Grouped by product category, the total quantity and expenditures on environmentally preferable products purchased by the agency and its contractors; and
3. The total annual budget of the affiliated agency for procurement

5. Environmentally Preferable Product Categories

- A. Paper and paper products;
- B. Compost products;
- C. Horticultural mulch made with recycled landclearing and other wood debris;
- D. Construction aggregates made with recycled cement concrete, glass, or asphalt;
- E. Cement and asphalt concrete containing glass cullet, recycled fiber or plastic, tire rubber, or fly ash;
- F. Lubricating oil and hydraulic oil with re-refined oil content;
- G. Antifreeze;
- H. Recycled plastic products;
- J. Retreaded and remanufactured tires
- K. Products made from recycled tire rubber, including rubber mats and playfield surfaces;
- J. Insulation products;
- K. Remanufactured Paint;
- L. Remanufactured laser printer toner cartridges and refillable ink cartridges;
- M. Other products as designated by the Del Norte Solid Waste Authority.

6. Exemptions

A. Nothing contained in this policy shall preclude user agencies from requiring recycled material content as a bid specification.

B. Nothing in this policy shall be construed as requiring an agency or contractor to procure products that do not perform adequately for their intended use or are not available at a reasonable price in a reasonable period of time.



COUNTY OF DEL NORTE

County Administrative Office

981 "H" Street, Suite 210

Crescent City CA 95531

AGENDA DATE: April 24, 2001

TO: Del Norte County Board of Supervisors

FROM: [REDACTED], Assistant County Administrative Officer [REDACTED]

SUBJECT: Recycled Product Procurement Policy

RECOMMENDATION FOR BOARD ACTION: Adopt the attached "Del Norte County Recycled Product Procurement Policy" and designate the Assistant County Administrative Officer as procurement officer responsible for administering and implementing the policy.

SUMMARY: The policy encourages the procurement and use of reusable, reused, recycled and composted products whenever practical. The policy requires evaluation of environmentally preferable products, ensures that contracts issued by the County require recycled and environmentally preferable products wherever practical and that recycled paper bearing the chasing arrow logo or other imprint identifying it as such be used for all print jobs. This policy encourages the practice of printing and copying on both sides of the paper and that bids and proposals issued by the County require that, whenever practical contractors and consultants use recycled paper.

The procurement officer will report the progress of policy implementation to the Authority, on product evaluations and provide the total quantity and expenditures on environmentally preferable products used.

Exemptions to this policy are listed as No. 6, specifically noted is 6.B.:

" Nothing in this policy shall be construed as requiring the County, its departments, or contractors to procure products that do not perform adequately for their intended use or are not available at a reasonable price in a reasonable period of time."

DISCUSSION/JUSTIFICATION: The California Integrated Waste Management Board, requires applicants for grant funds to have an adopted Buy-Recycled Policy. The County is looking at applying to CIWMB for grants funds for playground renovation.

Reusing, recycling and buying recycled will set a standard for the community, extend the life of the land fill, and reduce costs particularly after the transfer station is established.

ALTERNATIVES: Continue current procurement policies and practices resulting in not applying for grant funds requiring such a policy.

FINANCING: No significant change in expenditures for supplies is anticipated by implementation of this policy.

OTHER AGENCY INVOLVEMENT: Del Norte Solid Waste Management Authority and the Future Facilities Goal Committee.

Del Norte County Board of Supervisors

Recycled Product Procurement Policy

Revised: April 2, 2001

This policy provides for the procurement of environmentally preferable products, including reusable, reused, recycled, and composted products, and requires the Del Norte County Board of Supervisors, its departments, staff, and contractors to specify these products whenever practical.

1. Purpose

This policy shall be known as the "Del Norte County Recycled Product Procurement Policy." Its purpose is to support markets for reusable, reused, recycled, composted and other environmentally preferable products by encouraging County departments, staff and contractors to buy such products whenever practical.

The California Integrated Waste Management Act of 1989 as amended mandates recovery of 50% of the materials which are discarded, and activities towards compliance with this Act are administered in Del Norte County by the Del Norte Solid Waste Management Authority (Authority). The Authority has adopted a similar policy and advocates adoption of this policies by the County of Del Norte, for the purposes of:

1. Adopting waste prevention, waste reduction, reuse, repair, recycling, composting, and salvage as priorities within all agencies which have adopted such policies;
2. Recognizing and asserting the potential role local government agencies can have stimulating and encouraging the development and use of products made from reusable and recovered materials;
3. Improving the material and energy efficiency and reducing waste by establishing a review process for how supplies, materials, and equipment are manufactured, purchased, packaged, delivered, used, and disposed;
4. Identifying opportunities to cooperatively purchase environmentally preferable supplies and equipment where such purchases lower the incremental costs to agencies and meet the other purposes of this policy; and
5. Serving as a model to encourage other agencies and businesses in the region to stimulate development of markets for recovered materials through the purchase of goods made from such materials.

2. Definitions

The following terms shall have the assigned definitions for all purposes under this policy:

- A. "Affiliated agency" means any government agency, institution, or business in Del Norte County that has adopted a written policy advocating procurement of environmentally preferable products.
- B. "Authority" means the Del Norte Solid Waste Management Authority.
- C. "Compost Products" means mulch, soil amendments, ground cover, or other landscaping material derived from the biological or mechanical conversion of cellulose-containing waste materials

D. **"Environmentally preferable products"** means products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. This comparison may consider raw materials acquisition and processing, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product. Environmentally preferable products usually have one or more of the following qualities: they reduce or prevent waste, conserve energy, or reduce pollution; are reusable, refillable, or repairable; have a minimum of packaging; are made from recovered, post-consumer, recycled, or composted materials (preferably materials recovered within the region), and may be recovered, recycled, salvaged or composted within the region.

E. **"Post-consumer recycled material"** means material which had completed one use and was separated for the purposes of collection and reprocessing.

F. **"Practical"** means sufficient in performance, available at a reasonable price within a reasonable time, without significantly increasing implementation costs. Final determination of the practicality of any given product must lie with the users of the product, since it is they who understand their performance and budgetary requirements. Evaluation should consider life-cycle and replacement costs.

G. **"Product Category"** means a function, process, equipment, or type of product, regardless of supplier or manufacturer.

H. **"Recyclable product"** means a product which, after its intended end use, can demonstrably be diverted from the Del Norte County's solid waste stream for use as a raw material in the manufacture of another product.

I. **"Recycled material"** means material and byproducts that have been recovered or diverted from solid waste and that can be utilized in place of raw or virgin material in manufacturing a product. It is derived from post-consumer recycled material, manufacturing waste, industrial scrap, agricultural waste, and other waste material, but does not include material or byproducts generated from, and commonly reused within, an original manufacturing process.

J. **"Recycled product"** means a product containing recycled material.

3. **Responsibilities of Del Norte Solid Waste Management Authority**

The Del Norte Solid Waste Management Authority shall:

A. Develop and maintain access to information, in identified product categories, about suppliers and performance data regarding environmentally preferable products. The Authority will also identify State and National environmental preferable or recycled product procurement guidelines. The identified product categories are listed in section 5 of this policy. The Authority will also maintain a list of products in each product category for each affiliated agency which have been determined to meet the practical performance requirements for that agency. Either the Authority or affiliated agencies may periodically suggest modifications to either of these lists as needed;

B. Inform affiliated agencies of their commitments and responsibilities under this policy and assist with implementation as requested;

C. Disseminate information to affiliated agencies on demonstration, specification and procurement of environmentally preferable and recycled products;

- D. Communicate with affiliated agencies to review policy requirements and new procurement opportunities, and to monitor the status of policy implementation product research results;
- E. Publicize the progress of policy implementation to affiliated agencies;
- F. Upon request or approval by affiliated agencies, engage major suppliers of product categories used by affiliated agencies to offer environmentally preferable products;
- G. Develop and maintain a list of environmentally preferable products to be recommended for all affiliated agencies based on considerations of performance, cost, and the purpose of this policy. The Authority and affiliated agencies may periodically recommend modifications to this list as needed.
- H. Submit an annual report to affiliated and regional agencies reflecting the implementation status of this procurement program, including:
 - 1. A compilation of procurement data collected from all agencies and other parties charged with implementation responsibility under this policy;
 - 2. An account of the current status of product evaluations conducted by agencies;
 - 3. An assessment of procurement program effectiveness, an evaluation of program goals as stated in prior annual reports, and projections of future procurement opportunities;
 - 4. Updated lists described in section 3.A. of this policy; and
 - 5. Recommendations for future goals and changes in procurement policy.

4. Responsibilities of Del Norte County.

The Del Norte County Board of Supervisors and each of its departments, shall:

- A. Designate a procurement officer (by job title and name) responsible for administering and implementing this policy for the affiliated agency. The County' designated procurement officer for implementing this policy for all County departments is the Assistant County Administrative Officer, Jeannine Galatioto.
- B. For each product category that the County uses, with Authority assistance, evaluate one or more environmentally preferable product (as identified by the Authority) to determine the extent to which the product may be practically used by that County department and its contractors;
- C. After demonstrating that a specific environmentally preferable product performs adequately, notify the Authority that the County intends to purchase that environmentally preferable product in the future;
- D. Ensure that contracts issued by the County require recycled and environmentally preferable products wherever practical;
- E. Ensure that contracts issued by the County for recycled products require the maximum practical amount of recycled material and that contractors provide certification of this content and report amounts used;
- F. Ensure that all printing by their agency uses recycled paper and bears the chasing arrow logo or other imprint identifying it as such;

- G. Use both sides of paper sheets whenever practical in printing and copying;
- H. Ensure that requests for bids and proposals issued by the County require that, whenever practical, contractors and consultants use recycled paper with a specified minimum post-consumer recycled content, printed on both sides;

- I. Report the progress of policy implementation by the agency to the Authority, including:
1. the status of product evaluations conducted by any County department,
 2. Grouped by product category, the total quantity and expenditures on environmentally preferable products purchased by the County and its contractors; and
 3. The total annual budget of the all County departments for procurement

5. Environmentally Preferable Product Categories

- | | |
|---|---|
| A. Paper and paper products; | H. Recycled plastic products; |
| B. Compost products; | J. Retreaded and remanufactured tires |
| C. Horticultural mulch made with recycled landclearing and other wood debris; | K. Products made from recycled tire rubber, including rubber mats and playfield surfaces; |
| D. Construction aggregates made with recycled cement concrete, glass, or asphalt; | J. Insulation products; |
| E. Cement and asphalt concrete containing glass cullet, recycled fiber or plastic, tire rubber, or fly ash; | K. Remanufactured Paint; |
| F. Lubricating oil and hydraulic oil with re-refined oil content; | L. Remanufactured laser printer toner cartridges and refillable ink cartridges; |
| G. Antifreeze; | M. Other products as designated by the Del Norte Solid Waste Authority. |

6. Exemptions

- A. Nothing contained in this policy shall preclude County departments from requiring recycled material content as a bid specification.
- B. Nothing in this policy shall be construed as requiring the County, its departments, or contractors to procure products that do not perform adequately for their intended use or are not available at a reasonable price in a reasonable period of time.

Joint Powers Agreement
Between City of Crescent City and
The County of Bel Norte
Creating

The Bel Norte Solid Waste
Management Authority

THIS AGREEMENT is made and effective on the last date executed below by and between the City of Crescent City, a municipality ("City"), and the County of Del Norte, a political subdivision of the State of California ("County"), (collectively referred to as "Parties" or "Charter Members") acting through their respective legislative bodies, concerning the following facts:

WHEREAS, each of the Parties to this Agreement is a "public agency" as this term is defined in Section 6500 of the Government Code of the State of California; and

WHEREAS, pursuant to Title 1, Division 7, Chapter 5, of the Government Code of the State of California, commonly known as the Joint Exercise of Powers Act, two or more public agencies may, by Agreement, jointly exercise any power common to the contracting Parties; and

WHEREAS, each of the Parties hereto has the power, in addition to other powers which are common to each of them, to site, develop, construct and operate sanitary landfills for the collection and disposal of garbage, trash and rubbish generated within each of the Parties' territorial boundaries; and

WHEREAS, the California Integrated Waste Management Act of 1989 ("Act") requires each of the Parties to prepare a source reduction and recycling plan which includes a landfill siting element; and

WHEREAS, the Parties have found that it is to their mutual advantage and benefit to work together and share costs to prepare a source reduction and recycling plan that meets the requirements of the Act; and

WHEREAS, the Parties find that it would be to their mutual advantage and benefit to work together and share costs to implement the recommendations of the Solid Waste Management Options Plan and the Liquid Waste Management Options Plan as well as any other options for waste disposal and waste handling, and

WHEREAS, it is the desire of the Parties to use any power that they have in common which is reasonably necessary and appropriate to aid in the accomplishment of these goals; and

WHEREAS, it is the intent of the Parties that other public agencies within the County that exercise the same common powers of DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY (DNSWMA) shared by the Parties may at a later date join the agency established by this Agreement as nonvoting public agency members by paying a pro rata share of the organization, development and other costs of expenditures of the agency, as determined by the agency board created herein; and as provided for by contract between DNSWMA and said participating nonvoting public agency member;

WHEREAS, Except as this agreement relates to liquid waste disposal the DNSWMA shall not have any jurisdiction relating to City's waste water treatment, treatment facilities and sewer system and this jurisdiction is expressly reserved to City.

NOW, THEREFORE, based upon the mutual promises contained herein, the Parties hereby agree as follows:

1. Creation:

Pursuant to Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with §6500), the Parties hereto hereby create a public agency, separate and apart from the Parties, to be known as the DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY ("DNSWMA") and shall which administer this Agreement.

1.1. Office. DNSWMA will initially have its office situate in County's Department of Community Development, 700 Fifth Street, Crescent City, California. County shall provide this space without general overhead expense until DNSWMA elects to relocate to separate quarters. The location of its principal office may be set from time to time by resolution of the governing board.

1.2. Liability. It is the intent of the parties, in entering this Agreement, that City and County shall not incur any increased monetary liability than it had prior to the effective date of this Agreement relating to the powers and duties transferred in this Agreement to DNSWMA - including, but not limited to, such duties that relate to the management and closure of the present Sanitary Landfill - and to any extent that this agreement imputes such liability, the agreement shall, to that extent, be void and have no operation or effect. The entry into this Agreement shall not impute any liability to City for any prior acts of County, its residents, businesses, agents, employees and franchisees; nor impute any liability to the County for any prior acts of the City, its residents, businesses, agents, employees and franchisees.

1.3. Contributions. In creating DNSWMA as a separate entity neither the City of Crescent City nor the County of Del Norte shall have any increased obligation to make any contributions, including any funds nor staff (except the two appointed commissioners), to assist DNSWMA in carrying out its functions. However the charter members may, in the sole and absolute discretion of each, contribute such funds as their respective legislative bodies deem appropriate and expedient in their budgetary processes. Notwithstanding the foregoing, the County and City shall immediately turn over to DNSWMA's treasurer all unexpended funds earmarked for the functions of DNSWMA now held and subsequently received by County and City. This includes funds received from the "Solid Waste Benefit Assessment" and any funds that may be received from a sales tax initiative now pending before the electorate.

1.3.1 Additional Funding. Upon the request or approval of DNSWMA, any Party hereto may make payments, advances or contributions to DNSWMA from its treasury for all purposes set forth herein, and upon request or approval of DNSWMA, may contribute funds, personnel, equipment or property, in lieu of other contributions or advances, to assist in the accomplishment of one or more of such purposes. All such payments, advances or contributions, whether in cash or in

kind, shall be made to and may be disbursed or used by the agency herein created. The terms of any advance, payment or contributions and any repayment thereof shall be as mutually agreed upon between the contributor and DNSWMA.

1.3.2. Repayment or Return of Contributions. Repayment or return to any contributing Party of all or part of any payment, advances or contributions in cash or in kind may be authorized by the Commission from revenues produced from the operation of the agency or from the proceeds of the issuance of bonds or other evidences of indebtedness by the agency. Repayment or return of contributions shall be made on a pro rata basis at the time specified by the Commission in conformity with Government Code Section 6512.1.

1.4. Debts. None of the debts, liabilities or obligations of DNSWMA shall be the debts, liabilities or obligations of any of the Charter Members unless assumed in each particular case by resolution of the governing body of the Party to be charged.

1.5. Accountability: DNSWMA shall be held strictly accountable for all funds and shall make an annual report to all Parties to this Agreement of all receipts and disbursements, all according to Section 6505 of the Government Code and other applicable statutes, using established accounting practices.

1.6. Boundaries. The jurisdiction of DNSWMA shall encompass all the incorporated and unincorporated territory within the geographical boundaries of the County of Del Norte, State of California.

1.7. Affirmative action. DNSWMA shall follow the mandate of Government Code §6522 relating to minority and women participation goals.

1.8 Claims. All claims and actions for money or damages against DNSWMA and its officers and employees are governed by Division 3.6 (commencing with section 810) of Title I of the government Code of the State of California. DNSWMA shall be deemed a "public entity" within the meaning of Division 3.6 of Title I of said code.

1.9. Interests in contracts. the provisions of Article 4 (commencing with section 1090), Article 4.5 (commencing with §1100) and Article 4.6 (commencing with §1120), Chapter 1, Division 4, Title 1, of the Government Code of the State of California prohibiting certain financial interests in public contracts shall apply to the officers, directors and employees of DNSWMA.

1.10. Enforcement. DNSWMA is hereby authorized to take any or all legal actions necessary and permitted to enforce this Agreement.

1.11. Assignment of franchises. Effective immediately, the Charter Members, in entering this Agreement hereby consent to the assignment, and do hereby assign, all right, title and interest in each entity's franchise with Klamath Sanitation Co., Inc.,/Del Norte Disposal reserving only the franchisee's gratis services to each of the Charter Members designated in the respective franchises. The Charter Members shall adopt such ordinances or resolutions necessary to effectuate this intent. With

this assignment the right to receive franchise fees shall pass to DNSWMA from the Charter Members.

1.12. Organizational expenses. DNSWMA shall reimburse the Charter Members for all costs and expenses, including staff time and attorney's fees, incurred by them in its organization.

2. Purpose:

The purpose of this Agreement is for the:

- A) siting, licensing, developing, constructing, maintaining, and operating DNSWMA disposal sites, transfer facilities and equipment, materials recovery facilities or options, and/or sanitary landfills;
- B) disposal of liquid waste;
- C) preparing and implementing a DNSWMA Solid Waste Management Plan and Liquid Waste Management Options Plan which meets the requirement of the Act;
- D) disposal of waste generated in the incorporated and unincorporated area of County and the ability to grant franchises for waste hauling, in its discretion;
- E) exercising all other appropriate powers reasonably necessary to carry out the purpose of this Agreement.
- F) Closure of the Crescent City Landfill and maintenance, monitoring and remediation thereof.

3. Composition of the Commission:

3.1. Voting Commissioners: DNSWMA shall be administered by a governing board of voting five (5) members composed of two elected members of the legislative body of the City of Crescent City duly appointed to the governing board by City's City Council; two elected members of the Board of Supervisors of the County of Del Norte duly appointed to the governing board by County's Board of Supervisors; and a fifth member chosen by the four appointed members. No Party's representative to the commission shall cease to have a representative on the commission if that Party terminates its participation in this Agreement. The governing Board shall be called the "GOVERNING BOARD OF THE DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY" and each member will be called a "Commissioner." The term of each commissioner shall be four years commencing upon the execution of this Agreement without respect to when each position is filled. Each of the four commissioners appointed by the entities forming this authority shall cease to be a member of the governing board when he ceases to hold office on the governing body of the public agency that appointed him. Vacancies of a voting member of the governing board shall be filled by the respective appointing parties. Any member of the governing board of DNSWMA may be removed at any time in the same manner that the commissioner was appointed. In addition, each Party to this Agreement shall designate one or more alternates, who shall have the power to vote in the place and stead of the designated representative, or representatives, in his/her absence. Each Party shall file with the Authority a certified copy of the minutes of the meeting or resolution reflecting the appointment of such

representative or alternate(s) provided each alternate is an elected member of the legislative body of each party.

The commissioners appointed by the creating Parties shall take office immediately upon execution their appointment.

The voting commissioners shall be compensated for time spent and reimbursed for reasonable and necessary expenses incurred in the performance of their duties shall be as provided in the bylaws.

3.2. Nonvoting Public Agency Members: Public agencies that jointly exercise any power common to DNSWMA ("Associate Members"), other than the Parties hereto, may be granted the status of a nonvoting public agency member of DNSWMA by the Commission. If any "public agency," as such term is defined in Section 6500 of the Government Code of the State of California, desires to participate, as a nonvoting member, it may do so by separate agreement with DNSWMA then and payment to DNSWMA of a pro rata share of organization, planning and other costs and charges as determined by the Commission to be appropriate. Any compensation and reimbursement for expenses of the nonvoting commissioners shall be as provided in the bylaws. Each nonvoting commissioner shall serve at the pleasure of the governing board and at the pleasure of the entity that appointed the member. Vacancies shall be filled by the Associate Member.

No person while serving as a Commissioner voting or nonvoting shall be eligible to be appointed to any salaried office or employment of DNSWMA nor shall become eligible for such appointment within one year after he has ceased to be a member of the governing board.

3.3. Fiscal year. The first fiscal year of DNSWMA shall be the period from the effective date of this Agreement through June 30, 1993 and subsequent fiscal years of DNSWMA shall end on June 30th of each successive year.

3.4. Budget. The governing board shall adopt an annual budget not later than 90 days before the beginning of each fiscal year.

4. Organization of the Commission.

4.1. Officers: The governing board shall elect a chairman, a vice chairman, and such other officers as the Commission shall find appropriate, to serve the Commission for a term of one year unless sooner terminated at the pleasure of the governing board and their nonstatutory duties shall be as provided in the bylaws or from time to time set by resolution of DNSWMA.

4.2. Employees. The governing board shall have the power to appoint and employ and determine the compensations of such officers, employees, consultants, advisers and independent contractors as may be necessary for the purposes hereof. DNSWMA staff, other than employees of a party performing services for DNSWMA, shall be hired, promoted, disciplined or terminated and shall have such

rights of employment as the Commission shall determine subject to any applicable provisions of federal or state law. Nothing herein contained shall be construed as making DNSWMA a department of County or City or as placing any of the officers, counsel, personnel, or employee of DNSWMA under any form of specially protected employment right or status.

4.3. Bonding. From time to time, the governing board shall designate the public officers or persons, in addition to the Treasurer/Controller, having charge of handling or having access to any property of DNSWMA, and the respective amounts of the official bonds of such persons.

5. Meetings:

5.1. Brown Act: The Commission shall provide for regular meetings and special meetings according to the Ralph M. Brown Act, Chapter 9, Part 1, Division 2, title 5, of the Government Code beginning with Section 54950, or according to such other regulations as the legislature may hereafter provide.

5.2. Quorum. Three members of the governing board shall constitute a quorum for the transaction of business; provided that any affirmative vote shall require at the presence of at least one commissioner appointed by each of the Charter Members, except that none of the terms and conditions set forth in this Agreement, nor any of the procedures expressly provided for herein, may be altered, changed, or amended by such a vote, or by any means, except by written amendment to this Agreement executed by all Parties hereto and ratified by each Party's legislative body.

5.3. Rules. The governing board may adopt, from time to time, such rules and regulations for the conduct of its meetings and affairs as are necessary for the purposes hereof.

5.4. Regular meetings. The governing board shall, in its bylaws, provide for the frequency of its regular meetings.

6. Powers and Functions:

6.1. General Powers: DNSWMA shall have any and all powers authorized by law to all of the Parties hereto, and separately to the Agency herein created, relating to the acquisition, siting, licensing, construction, financing, disposition, use, operation and maintenance of solid waste handling facilities, disposal sites, disposal contracts and franchise, and/or sanitary landfills for the disposal or recycling of garbage, hazardous waste, rubbish and trash generated within the boundaries of such Parties, and preparation of and implementation of solid waste management plans that meet all the requirements of the applicable regulatory agencies. Such powers shall include the common powers specified in this Agreement and may be exercised in the manner and according to the method provided in this Agreement. All powers common to the Parties are specified as powers of DNSWMA. DNSWMA is hereby authorized to do all acts necessary for the exercise of such powers, including, but not limited to, any or all of the following: To make and enter into contracts; to employ agents and employees; to acquire, construct, provide for maintenance and operation,

or maintain and operate, any buildings, works or improvements, to acquire, hold or dispose of real and personal property wherever located, or any interest therein, by deed, purchase, lease, contract, gift, devise, or otherwise; to invest; to finance or loan; to issue revenue bonds: to levy taxes; to incur debts, liabilities or obligations (provided no debt shall constitute a debt, liability or obligation of the Charter Members); to receive gifts, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporation and any governmental entity; and to sue and be sued in its own name and bring any action to determine the validity of a contract (California Code of Civil Procedure §860); to apply for, accept, receive and disburse grants, loans and other financial assistance from any agency of the United States government or the State of California, or from any other public agency or from other sources, public and private, and expend such funds for the purposes set out in this Agreement; to obtain insurance; to make rules ordinances, resolutions, and procedural regulations; generally to do any and all things necessary or convenient to provide reasonable options for the disposal of garbage, liquid waste, rubbish and refuse including the recycling of the same.

6.2. Specific powers: Without limiting the foregoing generality, DNSWMA may:

A. Acquire and dispose of all kinds of property and utilize the power of eminent domain, except that the power of eminent domain may not be exercised within the territorial limits of any Party without the consent of said PARTY;

B. As a separate public entity, issue or cause to be issued bonded and other indebtedness, and pledge any property or revenue as security to the extent permitted by law under Article 2, Chapter 5, Division 7, Title 1 (commencing with Section 6540) of the Government Code or otherwise including, but not limited to, bonds or other evidences of indebtedness of a nonprofit corporation issued on behalf of DNSWMA or its Charter and Associate Members, and to provide for the repayment thereof;

C. Issue equipment trust certificates pursuant to Government Code §6518 and issue revenue bonds per §6546.6;

D. Obtain in its own name all necessary permits and licenses, opinions and rulings;

E. Whenever necessary to facilitate the exercise of its powers, form and administer nonprofit corporations to do any part of what DNSWMA could do, or to perform any proper corporate functions, and enter into agreements with such a corporation;

6.3. Reservation by charter members. The City of Crescent City and the County of Del Norte each reserve the joint power to approve amendments to this Agreement.

7. **Budget Process/Funding:**

It is the intent of this Agreement that each Party shall jointly approve the DNSWMA's proposed budget for each fiscal year's operation of DNSWMA, in the following manner, namely:

- A. DNSWMA shall once each year, during the months of March and April, prepare a proposed budget for the ensuing year.
- B. After preparation of the budget, DNSWMA shall transmit a copy of the proposed budget to each Charter Member. Each Party shall promptly review the proposed budget.
- C. In the event any Party has specific comments, objections, additions or deletions to the proposed budget for the forthcoming fiscal year, that Party shall notify DNSWMA of it in writing on or before the 15th day of May of each year. A failure to respond by the 15th day of May shall be treated as a Party's approval of the proposed budget.
- D. In the event a Party does not agree with the proposed budget, the Commission shall notify that Party of the time and place of the DNSWMA hearings and it shall be incumbent upon said Party to be present at such hearings so that a resolution of the matter can be reached. The Party's failure to attend such hearing shall be treated as approval of the proposed budget.
- E. After submission of the final budget the governing board shall fix a time and place for hearing by the governing board thereon. The notice shall be in conformity with Government Code §§ 6060 and 6061 and shall be mailed to each Charter Member.
- F. At the budget hearing the governing board may increase or decrease any item in the budget estimate and may delete any item therefrom or add any new item thereto.
- G. Not later than June 1st of each year the Commission shall adopt the final budget. The several items of the adopted budget shall be deemed appropriated for the ensuing fiscal year in the amounts and for the purposes specified in the adopted budget.

In addition to the biannual audits required by Government Code Section 6505, special audits may be called for and paid for by the Commission at any time.

8. **Termination:**

8.1 Term. This Agreement shall be dated the date of the last execution of by the Charter Members and shall be effective on the date thereof and shall continue until rescinded or terminated.

8.2. Unilateral withdrawal. The Agreement between the Parties shall remain in effect as to any Party, unless and until it is terminated as to such Party by notice in writing to all other Parties given by the withdrawing Party at least one hundred eighty (180) days in advance of the effective date of such termination; provided that such termination by and as to any Party shall not terminate this Agreement (so long as there are Associate Members to DNSWMA) as to the remaining parties or the existence of the DNSWMA, or the Commission, herein created. The jurisdiction of DNSWMA over the territorial area of the withdrawing party shall be extinguished upon the effective date of said withdrawal. The debts, liabilities and assets of DNSWMA shall remain the property and obligation of DNSWMA and the withdrawing Charter Member shall have no interest in, nor obligation relating to, DNSWMA's assets and liabilities. No withdrawal shall be effective until the withdrawing party has paid all contributions to DNSWMA that said withdrawing party has legally and nonrevocably committed.

8.3. Mutual termination. Should both Charter Members agree to dissolution of the DNSWMA as a legal entity, all debts of and advances of DNSWMA shall be paid, and then the property of DNSWMA, whether real or personal, shall be divided among and distributed to all of the Parties who at any time during the existence of DNSWMA were Parties to this Agreement in proportion to the costs borne by each such Party to the DNSWMA during its legal existence by unreimbursed contributions made pursuant to this Agreement.

9. Insurance:

The Commission of DNSWMA is authorized to and shall procure general comprehensive liability and other insurance by such means and in such amounts as it deems advisable to protect the DNSWMA and each of the Parties hereto, charging the cost thereof to the operating costs of the DNSWMA.

10. Immunity:

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents or employees of any such public agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them in the same degree and extent while engaged in the performance of any of their functions or duties extraterritorially under the provision of Article 1 of Chapter 5, Division 7 of Title 1 of the Government Code of the State of California and as provided by law.

11. Breach:

In the event that any Party to this Agreement should at any time claim that another Party has in any way breached or is breaching this Agreement, the complaining Party shall file with the governing body of the other PARTY, and with the Commission, a written claim of said breach, describing the alleged breach and otherwise giving full information respecting the same. The Commission shall thereupon, at a reasonable

time and place, specified by it, give all Parties full opportunity to be heard on the matter, and shall, upon conclusion of said hearings, give the legislative or governing bodies of all Parties a full report of its findings and recommendations. The report, findings, and recommendations shall be deemed advisory only, shall not in any way bind any of the Parties hereto, and shall not be deemed to establish any facts, either presumptively or finally. Upon receipt of the report and recommendations, if any Party should be dissatisfied with or disagree with the same, the legislative or governing bodies of the Parties in disagreement shall jointly meet with each other at a reasonable time and place to be determined by them, to resolve their differences. No action for breach of this Agreement, and no action for any legal relief because of any such breach or alleged breach of this Agreement, shall be filed or commenced, and nothing shall be done to any Party to rescind or terminate this Agreement, except as provided in this Agreement, unless and until such Party has first given to the other Parties a reasonable time, after the conclusion of said joint meeting of the legislative or governing bodies that have met to resolve their differences, within which to cure any breach or alleged breach.

12. Severability:

It is hereby declared to be the intention of the signatories to this Agreement that the paragraphs, sentences, clauses and phrases of this Agreement are severable, and if any phrase, clause, sentence, or paragraph of this Agreement shall be declared unconstitutional or invalid for any reason by a valid judgment or decree of a Court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining paragraphs, clauses, phrases, and sentences of this Agreement.

13. Notices:

All notices required or given pursuant to this Agreement shall be deemed properly served when deposited, postage prepaid, in the United States mail, addressed to each Party at the address indicated on this agreement adjacent to the signature line of each Party.

14. Duplicate Originals:

This Agreement can be executed in one or more duplicate originals, each bearing the original signatures of the parties, and when so executed each duplicate original shall be deemed an original of the Agreement admissible in court as evidence of the terms of the Agreement.

15. Consent:
Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

ATTEST:

Kathleen P. Smith
CITY CLERK,
CITY OF CRESCENT CITY

BY: Lenneth Hallensted
MAYOR

ATTEST:

Lucretia G. Walker
CLERK OF THE BOARD,
COUNTY OF DEL NORTE

BY: Mark J. McCall
CHAIRMAN,
BOARD OF SUPERVISORS

**FIRST AMENDMENT TO THE
JOINT POWERS AGREEMENT BETWEEN
THE CITY OF CRESCENT CITY AND THE COUNTY OF DEL NORTE
CREATING THE DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY**

This amendment is hereby entered into by and between the City of Crescent City, a municipal corporation (hereinafter referred to as "City"), and the County of Del Norte, a local governing agency (hereinafter referred to as "County"), with reference to the following facts:

RECITALS

A. Each of the parties to this agreement is a public agency as this term is defined in section 6500 of the Government Code of the State of California; and

B. Pursuant to Title 1, Division 7, Chapter 5, of the Government Code of the State of California, commonly known as the Joint Exercise of Powers Act, two or more public agencies may, by agreement, jointly exercise any power common to the contracting parties; and

C. The City and the County have entered into joint powers agreement creating the Del Norte Solid Waste Management Authority ("DNSWMA") to aid in the accomplishment of common goals; and

D. The parties to the original agreement now wish to modify the terms of the agreement.

AMENDMENT

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND, the parties agree as follows:

1. The Joint Powers Agreement is hereby amended to add the following Section 4.5:

"4.5. Indemnification. DNSWMA commissioners, employees, and officers shall be entitled to indemnity, to the fullest extent allowed by law, from the DNSWMA for any legal liability arising from the good faith performance of their duties for the DNSWMA and for such liability incurred as a result of their position with the DNSWMA."

2. The Joint Powers Agreement is hereby amended to add the following Section 6.4:

"6.4. Methodology. Pursuant to California Government Code sections 6503 and 6509, and except as otherwise provided in this agreement or the law governing joint powers agencies, DNSWMA shall exercise its powers in the manner in which the City of Crescent City is authorized to exercise its powers, and the DNSWMA shall be subject to the restrictions on the manner of exercise of those powers that would be applicable to the City of Crescent City."

3. The Joint Powers Agreement is hereby amended to add the following language at the end of Section 7:

"The governing board of the DNSWMA shall require at least annual audits through fiscal year 1997-98. Thereafter, the governing board by unanimous vote of all commissioners may authorize that audits be performed at least bi-annually."

IN WITNESS THEREOF, the parties hereto have executed these Amendments to the Agreement.

CITY OF CRESCENT CITY,
a municipal corporation

Dated: 8-10-93
7/19/93 Passed

By: Marilyn Callahan
MARILYN CALLAHAN,
Mayor

Attest:

Kathleen C. Smith
KATHLEEN SMITH, City Clerk

COUNTY OF DEL NORTE

Dated: 7/13/93 Passed

By: Clarke Moore
CLARKE MOORE, Chairman
Board of Supervisors

Attest:

Karen Walsh
KAREN WALSH, Clerk
Board of Supervisors



California Integrated Waste Management Board



Linda Moulton-Patterson, Chair
1001 I Street • Sacramento, California 95814 • (916) 341-6000
Mailing Address: P. O. Box 4025, Sacramento, CA 95812-4025
www.ciwmb.ca.gov

Gray Davis
Governor

Winston H. Hickox
Secretary for
Environmental
Protection

*Carla - for
Del Norte's
HHW fill*

August 20, 2001

The Honorable Senator Wesley Chesbro
California State Senate
State Capitol, Room 4081
Sacramento, California 95814

Dear Senator Chesbro:

Thank you for your letter dated August 13, 2001, regarding your support for the Del Norte Solid Waste Authority receiving a Household Hazardous Waste Grant. This item was heard on Wednesday August 15, 2001 and was approved by the California Integrated Waste Management Board.

Public Resource Code §40412 requires that board members must disclose all communication with them outside of a board meeting about matters which may come before the Board. In compliance with the law, your letter will be made a part of the Board's official records.

Again, thank you for your letter and support for Board programs in your district.

Sincerely,

Linda Moulton-Patterson

Linda Moulton-Patterson
Board Chair

cc: Mark Leary, Interim Executive Director, CIWMB
Shirley Wild-Wagner, Acting Deputy Director, Special Waste Division, CIWMB

FAX

W . E . S . L . E . Y
C H E S B R O
SENATOR • 2ND DISTRICT

TO: Name: Chairwoman Marjorie Patterson
Firm: _____
City: _____
FAX#: 319-7459 / 319-7521

FROM: Name: Wesley Chesbro
Date: _____ Time: _____
Number of pages sent (including this cover sheet): 2

REMARKS: For Next weeks Board
Meeting - for Del Norte
County

STANDING COMMITTEES:
BUDGET & FISCAL REVIEW
SUBCOMMITTEE #3, CHAIR
EDUCATION
ENVIRONMENTAL QUALITY
GOVERNMENTAL ORGANIZATION
HEALTH & HUMAN SERVICES
VETERANS AFFAIRS

STATE CAPITOL, ROOM 4061
SACRAMENTO, CA 95814
(916) 445-3375
(916) 323-6958 FAX

California State Senate

SENATOR
WESLEY CHESBRO
SECOND SENATORIAL DISTRICT

SELECT COMMITTEES
CALIFORNIA'S WINE INDUSTRY,
CHAIR
DEVELOPMENTAL DISABILITIES
& MENTAL HEALTH, CHAIR
BAY AREA TRANSPORTATION
FORESTRY
MOBILE & MANUFACTURED
HOMES
RURAL EDUCATION



August 13, 2001

Linda Moulton-Patterson, Chair
California Integrated Waste Management Board
1001 I Street
PO Box 4025
Sacramento, CA 95812-4025

Dear Chairwoman Moulton-Patterson:

Today I am writing to offer my strong support for the Household Hazardous Waste Grant to the Del Norte Solid Waste Management Authority at your August 14th Board Meeting (Agenda Item 26). While I will be unable to attend your meeting I wanted to let you know how important this project is for Del Norte County and the people of the North Coast.

Funding for this project will provide a site for regularly collected Household Hazardous Waste in Del Norte County and also provide a series of trial collections to find the best way to meet the need of the isolated rural areas of the North Coast. While the hazard posed by illegal disposal is well known, this public health and environmental threat is even greater if illegal disposal included hazardous waste.

I appreciate your continue support for rural counties and I am confident that this project will provide immediate assistance to the people of Del Norte and be a model for other counties and regions of the State.

Thank you for your attention to this request. Please contact me if you or your staff have any questions about this project.

Sincerely,

Wesley Chesbro
State Senator, 2nd District

cc: K Hendricks

WC: bf



14700

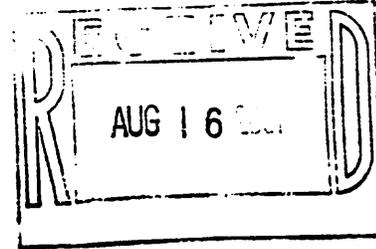
STANDING COMMITTEES:
BUDGET & FISCAL REVIEW
SUBCOMMITTEE #3, CHAIR
EDUCATION
ENVIRONMENTAL QUALITY
GOVERNMENTAL ORGANIZATION
HEALTH & HUMAN SERVICES
VETERANS AFFAIRS

California State Senate

SENATOR
WESLEY CHESBRO
SECOND SENATORIAL DISTRICT

SELECT COMMITTEES:
CALIFORNIA'S WINE INDUSTRY
CHAIR
DEVELOPMENTAL DISABILITIES
& MENTAL HEALTH, CHAIR
BAY AREA TRANSPORTATION
FORESTRY
MOBILE & MANUFACTURED
HOMES
RURAL EDUCATION

STATE CAPITOL, ROOM 4081
SACRAMENTO, CA 95814
(916) 445-3375
(916) 323-6958 FAX



Handwritten notes: FAY, 6/16/01

August 13, 2001

Linda Moulton-Patterson, Chair
California Integrated Waste Management Board
1001 I Street
PO Box 4025
Sacramento, CA 95812-4025

Dear Chairwoman ~~Moulton-Patterson~~ *Linda*:

Today I am writing to offer my strong support for the Household Hazardous Waste Grant to the Del Norte Solid Waste Management Authority at your August 14th Board Meeting (Agenda Item 26). While I will be unable to attend your meeting I wanted to let you know how important this project is for Del Norte County and the people of the North Coast.

Funding for this project will provide a site for regularly collected Household Hazardous Waste in Del Norte County and also provide a series of trial collections to find the best way to meet the need of the isolated rural areas of the North Coast. While the hazard posed by illegal disposal is well known, this public health and environmental threat is even greater if illegal disposal included hazardous waste.

I appreciate your continue support for rural counties and I am confident that this project will provide immediate assistance to the people of Del Norte and be a model for other counties and regions of the State.

Thank you for your attention to this request. Please contact me if you or your staff have any questions about this project.

Sincerely,

Wesley Chesbro
State Senator, 2nd District

cc: K Hendricks

WC: bf

444 GEORGIA STREET
VALLEJO, CA 94590
TEL (707) 648-5312
FAX (707) 648-5383

50 D STREET, SUITE 120A
SANTA ROSA, CA 95404
TEL (707) 576-2771
FAX (707) 576-2773

710 E STREET, SUITE 150
EUREKA, CA 95501
TEL (707) 445-6508
FAX (707) 445-6511

1040 MAIN STREET SUITE 205
NAPA, CA 94559
TEL (707) 224-1990
FAX (707) 224-1992

P O. BOX 785
UKIAH, CA 95482
TEL (707) 468-8914
FAX (707) 468-8931



Fax Transmission

Date: 5/2/01

To: [REDACTED]

Fax Number: [REDACTED]

From: [REDACTED]

Our Phone: [REDACTED]

Our Fax: [REDACTED]

CALNET Prefix: [REDACTED]

Number of pages, including cover page: 5



Humboldt County Division
of Environmental Health
100 H Street, Suite 100
Eureka, CA 95501

Message:
[REDACTED]

I hope these help. Let me know if there is anything else I can do for you.

Best Regards,
[REDACTED]

Please call us if you experience any problems receiving this transmission.

HUMBOLDT COUNTY ENVIRONMENTAL HEALTH
 HOUSEHOLD HAZARDOUS WASTE DISCRETIONARY GRANT
 CIWMB CONTRACT NO. HD3-94-607-12

PAYREQ#FIN
 6/30/96

PAYMENT REQUEST BY BUDGET CATEGORY 2/1/96 - 6/30/96

<u>DESCRIPTION</u>	<u>DATE</u>	<u>DOC/INV#</u>	<u>AMOUNT</u>
PERSONNEL			
- LIZ CITRINO reporting 3 hrs April + 20 hrs June @ \$13.96/hr +\$3.63 benefits	4/96, 6/96	April June	\$ 53 \$ 351 \$ 404
CONTRACTS			
- M McGARRY/HHW video edit	4/96	#7325	\$ 65
- Peter Buckley video produce	4/96	5/6/96	\$ 100 \$ 165
EQUIPMENT			
- Ideal Environmental Products 1 Ultra Hardtop P-4 @ \$775 2 Ultra Hardtop P-2 @ \$ plus tax & shipping	6/96	PO#	\$ 2,384
MATERIALS & SUPPLIES			
Printing			
- Humboldt County Central Svc 5,000 copies "Take Me Shopping"	5/96	Job #	\$ 3,435
- Central Office 2,000 copies "Take Me Shopping"	5/96	#	\$ 1,962
- Arcata Stationers 2 cases rec. cover stock for "TMS"	4/96	#49962	\$ 225 \$ 5,622
Media/Promotion			
(- Sirius Studios 3 - 3/4" VHS tapes @ \$50, 4 hrs production time @ \$80/hr 3 x 1/2 hr air time buys)	4/96 5/96	5/10/96 6/10/96	\$ 620 \$ 570 \$ 1,120
CONSTRUCTION			
- Ideal Environmental Products 3 - 24' x 10' HHW storage buildings	4/96	PO #39293E	\$63,712
- Redwood Empire Aggregates partial payment for site paving	6/96	#430987	\$ 6,288 \$70,000

TOTAL PAYMENT REQUEST:

\$ 78,575
 (79,695)

H.H.W. PROJECT BUDGET

<u>SITE WORK BIDS</u>	(EST. ± 28,820) <u>PAVING</u>	(EST. ± 18.00/FT) <u>FENCING</u>
2. G.R. WILCOX ENTERPRISES	\$ 19,965.00 (23,505)	\$ 3,540.00
3. HERRINGSON PAVING	\$ 21,500.00 (24,600)	\$ 3,100.00
6. WILLIAM COOK	27,723.00 (29,903)	2,180.00
5. WALTON PAVING	23,594.00 (27,944)	4,350.00
1. R.E.A. VJ	19,806.00 (21,986)	2,180.00
4. MERCER FRASER CO.	→ (27,800)	←

REMOVE & INSTALL OLD TEXECO CANOPY	+ 7,000.00	MAY BE LOW
NEW FOUNDATION (EST.)	+ 2,850.00	" " "
FOUNDATION ENGIN.	+ 1,000.00	OK
	<u>\$ 10,850.00</u>	MAY BE LOW

* COST DIFF. BETWEEN NEW & OLD CANOPY =
 $(22,981 - 10,850) = \underline{\underline{12,131.00}}$ ← PROBABLY LESS

INSTALL NEW CANOPY
 ELT. BID = \$ 22,981.00

SITE WORK & FENCE
 REA BID = \$ 21,986.00

PUBLIC WORKS
 PLANNING & DESIGN = \$ 3,500.00

PUBLIC WORKS
 CONST. MANAGEMENT = \$ 4,000.00

TOTAL EST. BUDGET = \$ 52,467.00 W/NEW CANOPY
 * $(52,467 - 12,131) = \underline{\underline{\$ 40,336.00}}$ W/OLD CANOPY

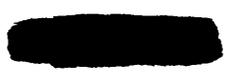


EXHIBIT F

WASTE TYPE	METHODS OF DISPOSAL	FY 99/00 1 mo. Sum.		FY 97/98 1 mo. Sum		FY 98/99 10 mo. sum.		FY 99/00 10 mo. sum.	
		# DRUMS	QUANTITY (LBS)	# DRUMS	QUANTITY (LBS)	# DRUMS	QUANTITY (LBS)	# DRUMS	QUANTITY (LBS)
LATEX PAINT	Recycle	44	19,099	84	39,246	28	14,900	28	11,246
BULK MOTOR OIL	Recycle	20	8,540	51	23,116	28	13,283	37	18,801
OIL FILTERS	Recycle	0	0	1	850	0	0	2	500
AEROSOLS, FLAMM.	Recycle	18	1,800	10	1,000	0	0	29	2,900
AEROSOLS, NON-FLAMM.	Recycle	3	300	2	200	0	0	0	0
AEROSOL POISON	Recycle	1	100	3	300	0	0	18	1,800
AEROSOL MIXED	Recycle	0	0	39	3,900	28	2,800	0	0
BULK ANTIFREEZE	Recycle	2	600	18	6,034	7	5,113	7	3,186
CAR BATTERIES	Recycle	14	6740	127	6,080	204	11,480	225	8,920
WASTE FLAMMABLE LIQ.	Fuel Incin.	23	11,200	23	11,766	60	22,882	26	12,000
BULK OIL BASED PAINT	Fuel Incin.	21	10,050	38	17,820	22	10,155	23	10,960
LABPACKS									
POISONS	Landfill	82	6,200	44	11,800	32	8,075	42	10,900
CORROSIVE OTHER REG.	Landfill	0	1,300	13	3,500	8	2,202	14	3,900
SUBSTANCES, LIQ. OTHER REG.	Landfill	4	1,025	0	1,250	0	1,895	11	2,780
SUBSTANCES, SOL.	Landfill	121	89,180	180	63,450	181	47,990	103	28,000
WASTE FLAMM. LIQ.	Landfill	0	0	0	0	0	0	103	27,375
HOUSEHOLD BATTERIES	Landfill	3	1,460	13	6,650	19	9,900	4	1,875
WASTE PAINT RELATED	Landfill	48	11,035	68	14,760	44	11,002	90	22,800
MAT. (FLAMM. SOLIDS)	Landfill	0	0	1	350	0	0	0	0
PCBs	Landfill	0	0	2	600	0	0	2	600
ASBESTOS	Landfill	212	69,950	282	102,150	270	90,260	566	94,000
LABPACK SUBTOTAL:	TOTAL:	344	117,945	553	208,482	438	169,283	543	193,546

* FY 98/99 & 99/00 operated 10 months/yr (i.e. no collection in July or January)

4 YR SUMMARY RESULTS					
	99/97	97/98	98/99	99/00	
Number of Events	11	11	10	10	
Cars Attending	824	868	935	903	
Average # Loads/car**	2	2	1	1	
Average # cars/event	76	88	94	90	
Drums Collected	344	552	498	469	
Average # drums/event	31	50	44	47	
Waste Collected (lbs)	117,549	208,482	158,263	163,928	
Quantity Waste/car (lbs)	143	216	159	181	

4 Yr. Disposal Method Breakdown		
Method	Quant.	% Total
Recycle	208,047	30%
Landfill	338,350	68%
Fuel Incin.	28,998	3%
Destruct. Incin.	0	0%
Totals	569,395	100%

FY98/99 10 MONTH SUMMARY
SPRUCE POINT HHWF DISPOSAL COSTS

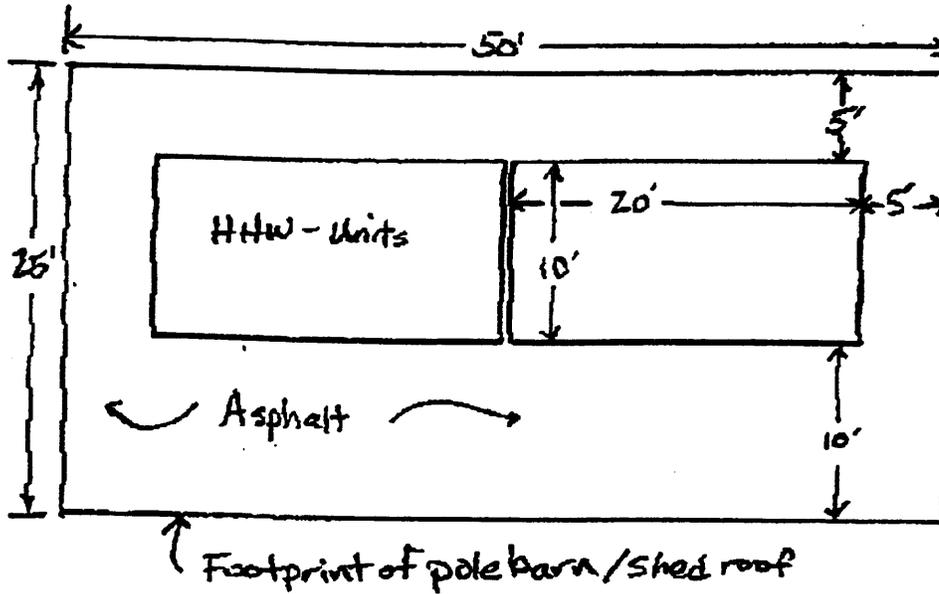
WASTE TYPE:	DISPOSAL METHOD	# DRUMS	QUANTITY (LBS)	PRICE/DRUM	COST
LATEX PAINT	RECYCLE	32	14,600	\$165	\$5,280
BULK MOTOR OIL	RECYCLE	29	13,253	\$.20/G	\$319
OIL FILTERS	RECYCLE	0.0	0.0	\$65	\$0
WASTE AEROSOL, FLAM.	RECYCLE	0.0	0.0	\$290	\$0
AEROSOL, NON FLAM.	RECYCLE	0.0	0.0	\$290	\$0
AEROSOL, POISON	RECYCLE	0.0	0.0	\$290	\$0
AEROSOL MIXED	RECYCLE	26	2,600	\$290	\$7,540
BULK ANTIFREEZE	RECYCLE	7	3,113	\$95	\$665
CAR BATTERIES	RECYCLE	254	11,430	NC	
WASTE FLAM. LIQ	FI	50	22,862	\$265	\$13,250
WASTE PAINT RELATED MATERIAL (BULK OIL BASED)	FI	22	10,155	\$265	\$5,830
LABPACKS					
• POISONS	LANDFILL	32	8,071	\$190	\$6,080
• CORROSIVES	LANDFILL	8	2,202	\$190	\$1,520
• OTHER REG. SUBSTANCES (Liquid)	LANDFILL	8	1,685	\$190	\$1,140
• OTHER REG. SUBSTANCES (Solid)	LANDFILL	161	47,690	\$190	\$30,590
• HOUSEHOLD BATTERIES	LANDFILL	19	9,600	\$190	\$3,610
• WASTEPAINT RELATED MATERIAL/flamm. solids	LANDFILL	44	11,002	\$190	\$8,360
• PCB	LANDFILL	0.0	0.0	\$190	\$0
• ASBESTOS	LANDFILL	0.0	0.0	\$190	\$0
Total labpacks:		270			\$61,300
TOTALS:		436	158,263		\$84,184

	11	11	10
NUMBER OF EVENTS	11	11	10
CARS ATTENDING	824	988	935
AVERAGE # LOADS/CAR	1.5	1.80	1.4
AVERAGE # CARS/EVENT	76	88	94
AVERAGE # LOADS/EVENT	109	142	117
DRUMS COLLECTED	344	530	438
AVERAGE # DRUMS/EVENT	31	48	44
QUANTITY HHW COLLECTED (LBS)	118,099	195,549	158,263
QUANTITY WASTE/CAR (LBS)	143	202	169
AVERAGE DISPOSAL COST/EVENT	\$5,948	\$9,082	\$8,418
AVERAGE INCLUSIVE COST/EVENT	\$8,352	\$11,488	\$10,462
AVERAGE DISPOSAL COST/CAR	\$80	\$103	\$90
AVERAGE INCLUSIVE COST/CAR	\$112	\$131	\$111

Method Of Disposal:	Quantity (lbs)	% Total	Costs
Recycle	44,996	28%	\$13,804
Landfill	80,250	51%	\$51,300
Incineration	33,017	21%	\$19,080
Totals	158,263	100%	\$84,184



By SK Date 5-1-01 Client DUSOMA Sheet No. _____ of _____
Subject HHW Facilities Job No. _____



- Pole barn / shed roof ~ \$ 10/SF
 - Cast concrete piling foundation
 - Sheet metal roof
 - Truss roof Framing
- Asphalt paving ~ \$ 2.00/SF
 - 6" compacted aggregate base rock
 - 3" Asphalt

Reporting and Expenditure category:
Publicity and Education

Ted per your request:

3.2 Publish and Distribute Brochure

Publish = \$1,500.00 printing at central services ^{2/FLE}
Distribute = ~~\$1,000.00~~ through mail and Del Norte Disposal

~~\$2,000~~ \$2,000

3.3 Radio Spots Trial #1

30/sec spot, 12 per week x2 = 24 @ \$9.00 per ad
= \$ 216.00 per month (KCRE)

30/30 sec spot per month/ 15 per week = \$9.00 per ad
= \$270.00 per month (KPOD)

* KHSU (see below)

3.4 News Paper ads Trial #1

3x3=9inch ad, ran 3x per week @ \$146.70 per week
x2 weeks = \$293.40

3.5 News Paper ads Trial #2

3x3=9inch ad, ran 3x per week @ \$146.70 per week
x2 weeks = \$293.40

3.6 Radio Spots Trial #2

30 sec spot, 12 per week x2 = @ \$9.00 per ad
= \$ 216.00 per event (KCRE)

30/30 sec spot per month/ 15 per week = \$9.00 per ad
= \$270.00 per month (KPOD)

* KHSU also included in radio promotions.
National Public Radio sponsorships projected
to be an average of the fees from the
two other radio stations

KCRE-FM

Rate Card

KFVR-AM

AAA (Mon.thru Sat.)	:60 \$18.00
6:00 am - 9:00 am, 11am-1pm 4pm-6pm	:30 \$13.00
TAP (Mon.thru Sun.)	:60 \$15.00
6:00 am - 7:00 pm	:30 \$11.00
<hr/>	
R.O. S. (Mon. thru Sun.)	
6:00 am - Midnight	
Monthly Frequency	
1-30	:60 \$15.00
	:30 \$10.00
31-90	:60 \$14.00
	:30 \$ 9.00
91+	:60 \$11.00
	:30 \$ 8.00

AAA (Mon.thru Sat.)	:60 \$10.00
6:00 am - 9:00 am	:30 \$ 9.00
<hr/>	
R.O. S. (Mon. thru Sun.)	
6:00 am - 6:00 pm	
Monthly Frequency	
1-30	:60 \$8.00
	:30 \$7.00
31-90	:60 \$7.00
	:30 \$6.00
91+	:60 \$6.00
	:30 \$5.00

KCRE-FM, 94.3. The Border Coast's flagship FM stereo radio station. We are the most listened to station in Del Norte County according to the latest Arbitron County by County survey. KCRE FM is the areas first FM stereo radio station. KCRE plays today's hits and yesterday's favorites. We feature the hottest morning team with René Shanle Huzell and John Schnase along with Lane Carpenter and Holly Curry for the going home crowd.

KFVR, 1310. Crescent City's first AM radio station, with Pure Gold Rock & Roll from the 50's, and 60's. Remember Diana Ross and the Supremes, Elvis, the Beach Boys? They all live again on KFVR. This station gives you music you can stay with all day long. Bubble Gum, Surfin' Songs and Rock and Roll it's all here on 1310 AM.

Create Instant Profits
 Nothing works as well as radio for Grand Openings, One Day Sales, and Special Events. We can help you create immediate profits.

Reach Thousands Right Now
 You can reach thousands of people right now. Your message reaches an audience instantly, when you're open for business and they're ready to buy.

Effective December 1, 2000

KCRE/KFVR - P.O. Box 1089 - 1345 Northcrest Drive - Crescent City, CA 95531
 (707) 464-9561 - 800 422-5273 - Fax (707) 464-4303
 e-mail: kcre@gte.net

KPOD

97.9 FM

"People Touching People"

1240 AM

15 Second Announcements

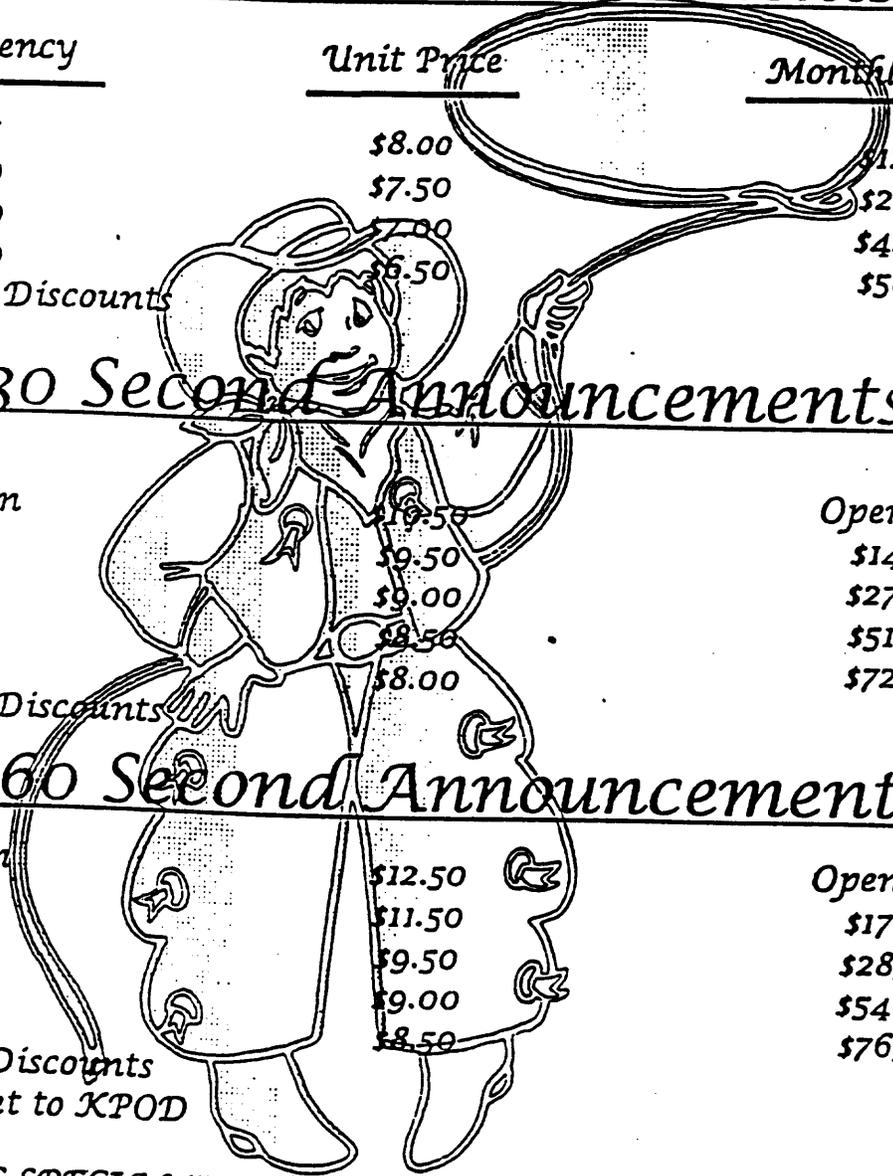
<u>Frequency</u>	<u>Unit Price</u>	<u>Monthly Package</u>
15	\$8.00	\$120.00
30	\$7.50	\$225.00
60	\$7.00	\$420.00
90	\$6.50	\$585.00
<i>No Further Discounts</i>		

30 Second Announcements

<u>Open</u>	<u>Unit Price</u>	<u>Open Rate</u>
15	\$9.50	\$142.50
30	\$9.00	\$270.00
60	\$8.50	\$510.00
90	\$8.00	\$720.00
<i>No Further Discounts</i>		

60 Second Announcements

<u>Open</u>	<u>Unit Price</u>	<u>Open Rate</u>
15	\$12.50	\$172.50
30	\$11.50	\$285.00
60	\$9.50	\$540.00
90	\$8.50	\$765.00
<i>No Further Discounts</i>		
<i>All rates are net to KPOD</i>		



GRAND OPENING SPECIAL !!! 25 (10 second) Announcements in any 24 hours - \$60.00
 3 HOUR REMOTE, Four 3-minute Broadcasts per hour - \$550.00
 (Promotional Announcements Included)

.....THREE MARKET COVERAGE.....



.....37 YEAR RAPPORT.....

825 MASON MALL-P.O. BOX 1915-CRESCENT CITY, CA 95531-(707) 464-1000-FAX (707) 465-6703

The Daily TriPLICATE

312 H Street, P.O. Box 277, Crescent City, CA 95531 • Phone: 707-464-2141 FAX: 707-464-5102

www.triplicate.com

2001 ADVERTISING RATES

DELIVERING 21,400 POTENTIAL CUSTOMERS FOR YOUR BUSINESS



POPULATION

Adults over age 1821,400

GENDER

Female	10,376	48%
Male	11,024	53%

ADULT AGE DISTRIBUTION

Age 18 to 34	25.2%
Age 35 to 50	48.6%
Age 51 to 64	11.2%
Age 65+	15.0%

INCOME LEVELS

\$50,000 +	22%
\$35,000 - \$49,999	18%
\$25,000 - \$34,999	13%
\$15,000 - \$24,999	21%
\$0 - \$15,000	26%

HOME OWNERSHIP

Owned Dwellings	68%
Rented Dwellings	32%

EDUCATION

University Degree	26%
Some University	26%
High School Diploma	30%
Some HS or less	24%

Information effective January 1, 2001

The leading information source in Del Norte County



CONTENTS

- | | |
|----------------------------|-----------------------------|
| 1. Personnel | 10. Depth Requirements |
| 2. Representatives | 11. Copy Information |
| 3. Policies | 12. Closing Times |
| 4. Payment Terms | 13. Mechanical Measurements |
| 5. ROP/Preprint Rates | 14. Classified Rates |
| 6. Group Combination Rates | 15. Professional Directory |
| 7. Color Rates | 16. TV Magazine |
| 8. Special Services | 17. Circulation |
| 9. Special Sections/Pages | |

1. Personnel

Publisher.....Teresa Tsalaky
 Editor.....Fred Obee
 Advertising Manager.....Janice Robinson
 Business Office Manager.....Stacy Pottorff

P.O. Box 277 • 312 H Street
 Crescent City, CA 95531-0277

Phone (707) 464-2141 • FAX (707) 464-5102
 email-tripads@triplicate.com

2. Representatives

The Landon Company: Los Angeles Office

3. Policies

- A. All advertising should be in good taste as to form, subject matter, wording, size, illustration and composition. The Publisher reserves the right to revise, edit, reject or cancel any advertisement at any time.
- B. All advertising copy and illustrations prepared by The Daily Triplicate staff become the property of the newspaper and may not be reproduced for any other use without explicit prior written approval by the Publisher.
- C. **Political ads, going-out-of-business ads and ads taken with temporary addresses** will be pre-paid prior to publication. VISA and Mastercard payments are accepted.
- D. **Contracts** are for the use of individual advertisers only. Advertising space will not be sold by The Daily Triplicate for the purpose of resale or brokered to others.
- E. **Omission and Error:** Every effort is made to eliminate errors. In the event of a mistake in an ad, the newspaper will be responsible for errors only to the extent of the space involved. No credit will be given for errors that do not materially affect the value of the ad. The Advertiser must notify the newspaper of corrections prior to the next publication. It is agreed that The Daily Triplicate is not to be held responsible for errors in publication, except where corrections marked on the advertising proof by the client have not been properly made. The newspaper will then republish that portion of the advertisement affected by the error upon request from the client and at no charge. It is agreed that The Daily Triplicate accepts responsibility for errors only on the first insertion of the advertisement. It is further agreed that in no case shall the newspaper be held liable for selling merchandise at a lower price published in error or other losses. Claims for errors will be considered if made within 30 days following publication.
- f. Publisher reserves the right to revise advertising rates upon 30 days written notice, and the right to set additional rates for special promotions or publications.
- g. Ads less than one full page must be bordered. Ads which resemble news copy must be labeled "Paid Advertisement."

4. Payment Terms

- A. **Credit** All advertising must be paid in advance until the newspaper business office extends credit. In the event that credit is extended, failure to pay the previous month's charges on or before the 15th of the month may result in cancellation of the contract.
- B. Customers with approved credit are billed monthly. Save 2% cash discount when advertising balances are paid in full by the 15th of the month. A 1.5% monthly fee is applied to bills not paid in 30 days. Accounts 90 days overdue in payment will not be able to advertise on credit until payment arrangements have been made with the business office manager.
- C. **Advertising agencies** placing camera ready advertising for clients who are eligible for local advertising rates may choose either commissionable or non-commissionable rates. Advertisers not represented by agencies will be billed at non-commissionable rates.
- D. **Commissionable** (National) advertising rates include 15% agency commission.

5. ROP/Preprint Rates

- A. **Commissionable (National) Rate**
Per column inch\$13.50
- B. **Retail Display Rate**
Per column inch\$9.75
- C. **Annual Bulk Contracts**
Advertiser agrees to run total dollars contracted by the end of the contract year.

Discount from open rate	Annual Dollars	Approx. Annual Inches	Rate per col. Inch
19%	\$ 500	125	\$ 7.85
24%	\$ 1,000	250	\$ 7.45
26%	\$ 2,000	350	\$ 7.20
28%	\$ 2,500	500	\$ 7.00
33%	\$ 5,000	1000	\$ 6.50
34%	\$ 8,000	1500	\$ 6.40
37%	\$ 10,000	2000	\$ 6.10
42%	\$ 12,000	2500	\$ 5.65
44%	\$ 15,000	3500	\$ 5.50
45%	\$ 25,000	5000	\$ 5.35
49%	\$ 35,000	7500	\$ 5.00

- D. **Repeat Rate**
Pick up any advertisement, with no copy changes within 6 calendar days of the first insertion.
 First repeat.....\$4.75
 Second through fourth repeat\$3.75
- E. **Non-Profit Rate (Local Organizations/#5013C)**
Per column inch\$8.00
- E. **Pilot Pick-up Rate**
Per column inch\$5.00
- g. **Hot Spots**
At the end of news columns there is often space to fill. There will be no guarantee when the ad will run. The space is small (1col.x1inch tall).
 Newsroom will insert the hot spot whenever the need arises for a space filler. The ad could be in the same paper one time or 5 separate locations.
 Customer agrees to run the same copy, without changes for this space for a one month time slot.
 \$3.00 each run.



The Daily Triplicate is a Division of Western Communications, Inc.

G. Preprint Advertising Insert Rates

Page Count	Page Open Tab Standard	Annual Frequency				
		6 Times	13 Times	26 Times	39 Times	48 Times
Single Sh	8.5x11	31.50	31.50	31.50	31.50	31.50
4	2	33.00	33.00	33.00	33.00	33.00
3	4	46.20	44.40	42.60	40.55	39.00
12	6	47.60	45.70	43.90	41.45	40.25
16	8	49.00	47.20	45.30	43.10	41.50
20	10	50.60	48.65	46.70	44.45	42.75
24	12	52.20	50.15	48.30	45.80	44.10
28	14	53.80	51.90	49.60	47.50	45.45
32	16	55.55	53.65	51.30	48.95	47.00
36	18	57.45	55.15	52.90	50.20	48.40
40	20	58.95	56.70	54.40	51.75	49.80
44	22	60.80	58.65	56.05	53.35	51.35
48+	24+	62.65	60.25	57.80	53.25	52.95

Combination: Place inserts into both Curry Coastal Pilot and The Daily Triplicate, receive 3% discount on CPM. Not valid on 48 time rate of \$36.00

SINGLE SHEET (8 1/2" x 11") RATE: \$31.50 per thousand. Ask about Print and Deliver Program. Cost is based on preprints delivered to the production plant. There will be a \$25.00 delivery charge for local pick-up service.

Multiple advertiser inserts are accepted only at the appropriate earned or contract ROP rate.

\$150 minimum zone charge. 15% surcharge - coupon books

Shipping of Preprinted Inserts:

Smith River Plant- Steve Chittock
205 Timbers Blvd.
Smith River, CA 95567

Phone: (707) 487-7100 FAX (707) 487-7370

Inserts should be palletized or in boxes. Due in Smith River 4 business days prior to insertion date, between the hours of 11 am and 5 pm weekdays. A forklift is available, but no loading dock. For special-delivery arrangements. (707) 487-7100.

6. Group Combination Rates

Curry Coastal Pilot: Deadline Wed. 12:00 and Fri. 12:00
Wednesday or Saturday publication, 7,100 circulation in southern Curry County, OR. Pick up any advertisement within 6 calendar days with no copy changes.

Per column inch\$ 5.00
Per color\$ 60.00

Advantage (TMC) mailed to 8,100 non-subscribers ...\$ 4.25
Pickup/Repeat rate\$ 2.75

7. Color Rates

	Open	Commissionable
1 color	\$ 100.00	\$ 118.00
2 color	\$ 175.00	\$ 205.00
3 color	\$ 225.00	\$ 265.00

Rates are for standard color inks. Special mix may be available at additional cost.

8. Special Services

A. **Proofing.** Display advertisements containing more than 10 column inches may be delivered to advertisers for proof-reading one time. Extra proofs \$3.00 each.

B. **Creative Services.** Advertisers can take advantage of our clip-art services which offer artwork, headings and mortises. Staff artist available for custom art at \$35 per hour. We enjoy doing the best possible job we can for advertisers

and welcome the chance to help you with your advertising and promotion plans.

C. **Co-op Billing.** The billing department will gladly provide your business with a co-op billing statement and tearsheets that will make it easy to obtain reimbursement. Please indicate need when placing your advertisement.

D. **Tearsheets.** Tearsheets are available upon request. The number provided free will be determined by the size of the ad and the need of the customer.

E. **World Wide Web.** Place your display advertisement, classified ad, special electronic ad or URL link on our World Wide Web pages. We post local news, weather, sports and community information each day. Find our pages at www.triplicate.com. Ask us about this new opportunity.

f. **Camera Ready reproduction/PMT.** \$20.00

9. Special Sections/Pages

Best Food Day.....	Wednesday
Medical.....	Wednesday/Saturday
Arts and Entertainment.....	Friday
Neighbors Page.....	Friday
TV Guide, Church.....	Saturday
Advantage (TMC).....	Saturday

10. Depth Requirements

- A. Any advertisement that exceeds 18 inches (standard) or 11 inches (tabloid) will be billed at full column depth.
- B. Advertisements should be as many inches deep as they are columns wide.
- C. Advertisements measured to nearest 1/2 inch.

11. Copy Information

- A. Retail advertising rates on this card are for run-of-paper (ROP) positioning. Every effort will be made to meet reasonable position requests. However, mechanical requirements could arise that would make the request impossible to grant. Failure to meet these requests will not constitute any adjustment, refund or re-run of the ad. Position may be guaranteed by page, but not the location of an ad on that page, for an additional surcharge of 25% of the total cost of the ad.
- B. The Triplicate reserves the right to revise rates upon 30 days notice to contract advertisers. Advertiser has the right to cancel the contract as of the date the revised rates become effective.
- C. If the customer fails to meet the contract, Advertiser will be billed at the contract rate associated with the actual amount of dollars/number of preprints placed in the year. If an Annual Bulk Contract advertiser uses more space than contracted, advertiser will be credited at the next rate bracket below contracted level and the difference will be applied toward future advertising.



12. Closing Times

A. All closing times (deadlines) apply for ordering new ads and for cancellations. Holidays may require earlier closing times.

Publication Day	Sales Close
Tuesday	Friday 11:00 a.m.
Wednesday	Monday 11:00 a.m.
Thursday	Tuesday 11:00 a.m.
Friday	Wednesday 11:00 a.m.
Saturday	Thursday 11:00 a.m.
ADvantage (TMC)	Tuesday 11:00 a.m.
Legal ads	3 days prior to publication

B. Cancellations. Advertising that is cancelled after deadline will be charged at \$9.00 per column inch.

Holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas
These deadlines and office hours may change in some weeks. Please call (707) 464-2141 for deadlines near these dates.

13. Mechanical Measurements & Electronic email copy

A. 85 line screen - slicks or veloxes acceptable.

B. All SAU ad sizes acceptable.

C. Call for electronic data information for tripads@triplicate.com

DISPLAY

Full page size is 6 columns wide by
21-1/2 inches high = 129 col. inches/page
Space between columns: 1 pica

Width	Picas/pts.	Inches
1 column	12.2	2 1/2
2 columns	25.4	4 1/2
3 columns	38.6	6 5/8
4 columns	51.8	8 10/16
5 columns	64.1	10 10/16
6 columns	78.0	13
13 columns	162.0	27

CLASSIFIED

Full page size is 9 columns wide by
21-1/2 inches high = 193.5 col. inches/page
Space between columns: 1 pica

Width	Picas/pts.	Inches
1 column	7.1	1 5/8
2 columns	16.8	2 25/32
3 columns	25.4	4 7/32
4 columns	34.2	5 11/16
5 columns	43.0	7 1/8
6 columns	51.8	8 19/32
7 columns	60.6	10 1/8
8 columns	69.3	11 1/2
9 columns	78.0	13

TABLOID (65 col. inches/page)

Full page size is 5 columns wide by 13 inches high.

	Picas/pts.	Inches
Full page width	64.1	10 3/8
Full page depth	12 13/16	
Billed inches per page	65	inches

14. Classified Rates

A. Commissionable (National) Rate

Per column inch.....\$ 9.00

B. Classified Display Rate

Per column inch.....\$ 6.70

C. Bulk Contract Rates

Rates based on a 9 column format. Advertiser agrees to run total dollars contracted by the end of the contract year.

Discount from open Rate	Dollars	Inches	Rate
20%	\$ 1,000	190	\$ 5.35
30%	\$ 2,000	380	\$ 4.70
33%	\$ 2,500	500	\$ 4.65
34%	\$ 3,000	750	\$ 4.45
36%	\$ 6,000	1550	\$ 4.30
37%	\$ 10,000	2350	\$ 4.25
40%	\$ 12,000	3000	\$ 4.05
44%	\$ 15,000	3750	\$ 3.75

Special TFN Rate

20 consecutive days with no changes\$ 4.80
Non Profit Classified Display Rate\$ 5.35
Association, Merchant's Group Rate\$ 5.35

D. Repeat Rate

Repeat any classified display advertisement within 6 calendar days with no changes.

First Repeat\$ 4.50
Second through fourth repeat.....\$ 3.50

E. Combination Classified Display Rate

Curry Coastal Pilot
Per column inch.....\$ 4.50
ADvantage (TMC).....\$ 1.50

F. Classified Line Rate

Minimum\$12.87
for 3 lines, 4 days
Approx.\$2.25
each additional line

G. Classified Private Party/Prepaid

4 lines, 4 days (items \$500 or less)\$ 7.75
Each additional line\$ 2.00
4 lines, 4 days (items \$501 - \$1,500).....\$ 11.00
Each additional line\$ 2.25

H. Garage Sales/4 Lines

1 Day\$ 5.50
2 Days.....\$ 7.50
3 Days.....\$ 8.50

I. Blind Box Rental

Per run\$25.00
Mail forwarding service.....Additional \$5.00

15. Professional Directory

Published 5 days in The Daily Triplicate and Saturday in the ADvantage (per week)\$ 25.00

16. TV Magazine

Coastal Guidelines published Saturday. Regional distribution in Del Norte County, CA and Curry County, OR. Regular contract rate plus Pilot Pickup rate. Back cover, full 65 inch page. 26 time commitment-one free color.
Deadline: Tues. 11:00 a.m.

17. Circulation

Audited by Audit Bureau of Circulation (ABC). Total average paid for 3 months ending September 30, 2000:
Tuesday through Friday4,894
Saturday6,070
97% Penetration with the combo Triplicate + ADvantage