



A G E N D A
Board of Directors
Thursday, December 15, 2011, 6:00 p.m.
Gonzales City Council Chambers
117 Fourth Street, Gonzales, California

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

Board Directors

County: Louis Calcagno
County: Fernando Armenta, Vice President
Salinas: Gloria De La Rosa, President
Salinas: Dennis Donohue
Salinas: Jyl Lutes
Gonzales: Elizabeth Silva, Alternate Vice President
Soledad: Richard J. Perez
Greenfield: Yolanda S. Teneyuque
King City: Robert S. Cullen

Alternate Directors

County: Simon Salinas
Salinas: Tony Barrera
Gonzales: Scott Funk
Soledad: Christopher Bourke
Greenfield: Annie Moreno
King City: Susan Kleber

GENERAL MANAGER/CAO COMMENTS

DEPARTMENT MANAGER COMMENTS

BOARD DIRECTOR COMMENTS

PUBLIC COMMENT

Receive public comment from audience on items which are not on the agenda. The public may comment on scheduled agenda items as the Board considers them. Speakers are limited to three minutes at the discretion of the Chair.

RECOGNITIONS:

- A. [Proclamation Honoring Recycling Coordinator Alan Styles upon his Retirement from the Authority](#)

CONSENT AGENDA:

All matters listed under the Consent Agenda may be enacted by one motion unless a member of the Board, a citizen, or a staff member requests discussion or a separate vote.

1. [Minutes of November 17, 2011 Meeting](#)
2. [October 2011 Claims and Financial Reports](#)
3. [Progress Report on the Environmental Review of Proposed Conversion Technologies in Accordance with the California Environmental Quality Act](#)
4. [A Resolution Approving a Two-Year Professional Services Agreement with BC. Laboratories Inc. for Groundwater Laboratory Analytical Services in an Amount not to Exceed \\$65,821](#)

PRESENTATIONS

- 5. **Monterey Bay Regional Climate Action Compact**
 - A. Receive a Report from James Barsimantov, Monterey Bay Regional Climate Action Compact
 - B. Public Comment
 - C. Board Discussion

- 6. **Economic Impact Report on Waste Conversion Technologies**
 - A. Receive a Report from Assistant General Manager Jose Gamboa
 - B. Public Comment
 - C. Board Discussion
 - D. Board Action – Accept Report

CONSIDERATION

- 7. **Report from the Nominating Committee for the 2012 Election of Officers**
 - D. Receive a Report from Nominating Committee
 - E. Public Comment
 - F. Board Discussion
 - G. Board Action – Accept Report

FUTURE AGENDA ITEMS

- 8. **Agenda Items – View Ahead**

CLOSED SESSION

- 9. Pursuant to **Government Code Section 54957 (b)** to consider the Performance Evaluation of the General Manager/Chief Administrative Officer.

RECONVENE

ADJOURNMENT

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This agenda was posted at the Administration Office of the Salinas Valley Solid Waste Authority, 128 Sun Street, Suite 101, Salinas, and on the Gonzales Council Chambers Bulletin Board, 117 Fourth Street, Gonzales, **Friday, December 09, 2011**. The Salinas Valley Solid Waste Authority Board will next meet in regular session on **Thursday, January 19, 2012**. Staff reports for the Authority Board meetings are available for review at:

- ▶ Salinas Valley Solid Waste Authority: 128 Sun Street, Ste. 101, Salinas, CA 93901, Phone 831-775-3000
- ▶ Authority Web Site: www.svswwa.org ▶ Public Library Branches in Gonzales, Prunedale and Soledad
- ▶ City Halls of Salinas, Gonzales, Greenfield, King City & Soledad

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meeting, please contact Ernesto Natera, Acting Clerk of the Board at 831-775-3000. Notification 48 hours prior to the meeting will enable the Authority to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II).



**SALINAS VALLEY
SOLID WASTE AUTHORITY**

Report to the Board of Directors

ITEM NO. A

N/A

Finance Manager/Controller-Treasurer

N/A

Legal Counsel

N/A

General Manager/CAO

Date: December 15, 2011
From: Patrick Mathews, General Manager / CAO
Title: Proclamation Honoring Recycling Coordinator
Alan Styles upon his Retirement from the Authority

**A PROCLAMATION WILL BE PROVIDED
AT THE MEETING**

**MINUTES OF
THE SALINAS VALLEY SOLID WASTE AUTHORITY
BOARD MEETING
NOVEMBER 17, 2011**

CALL TO ORDER

President De La Rosa called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

The pledge was recited.

ROLL CALL

The following Board Directors were present:

County of Monterey	Louis Calcagno
County of Monterey	Fernando Armenta, Vice President
City of Salinas	Gloria De La Rosa, President
City of Salinas	Tony Barrera, Alternate
City of Gonzales	Elizabeth Silva, Alternate Vice President
City of Soledad	Richard Perez
City of King	Robert Cullen

The following were absent:

City of Salinas	Dennis Donohue
City of Salinas	Jyl Lutes
City of Greenfield	Yolanda Teneyuque

Staff Members Present:

Patrick Mathews, General Manager/CAO	Rose Gill, Administrative Manager
Jose Gamboa, Assist. General Manager	David Meza, Authority Engineer
Roberto Moreno, Finance Manager	Elia Zavala, Clerk of the Board
Susan Warner, Diversion Manager	Thomas Bruen, General Counsel

GENERAL MANAGER COMMENTS

General Manager Mathews commented on the following:

- Overview of waste conversion industry.
- Articles relating to waste conversion.

DEPARTMENT MANAGER COMMENTS

None

BOARD DIRECTOR COMMENTS

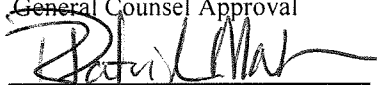
Director Barrera acknowledged the passing of Director Lute's father. President De La Rosa requested a minute of silence.

PUBLIC COMMENT

(6:04) Kristina Wyatt-Chavez, Meridian Pacific introduced new staff member Beatrice Villamorga, Community Outreach Coordinator.

CONSENT AGENDA (6:05)

1. Minutes of October 20 and 21, 2011 Meetings
2. September 2011 Claims and Financial Reports

ITEM NO. 1
Agenda Item
<i>N/A</i>
General Counsel Approval

General Manager/CAO

3. Resolution No. 2011-35 Approving the 2011 Strategic Plan
4. Progress Report on the Environmental Review of Proposed Conversion Technologies in Accordance with the California Environmental Quality Act
5. Tonnage Reports on Landfilled Materials for the Quarter Ended September 30, 2011
6. Lease-Purchase Financing of a Wheel Loader
7. Resolution No. 2011-36 Approving the Professional Services Agreement with HDR Engineering, Inc. for Peer Review of California Environmental Quality Act Studies related to the Proposed Plasco Energy Group Project in an Amount Not to Exceed \$69,300
8. Informational Update on the Biodiesel Fueling Infrastructure Grant Project

Public Comment: Broman Moreno, resident of Gonzales
Cecilia Tejeda, resident of Gonzales
Amalia Rodríguez Julia Rocha, resident of Gonzales
Viviana Rodríguez, student at CSUMB
Julia Rocha, resident of Gonzales
Roberta Camacho, resident of Gonzales

Collective and/or individual comments relating to Item 4 on the Consent Agenda:

- Oppose to Plasco Project
- Presented a video on concerns of waste conversion
- Reading from Article from Sierra Club, Canada relating to project in Ottawa, Canada
- More incentives to ratepayers to reduce waste
- Concern over lack of full scale operational facility
- Possible health risks to community.
- There is a need to compare the existing landfill emissions with those of the proposed project
- Wrongful tactics utilized by Plasco to jeopardize support for opposition to the project.

Board Comments: None

Motion: Director Armenta made a motion to approve the consent agenda as presented. Director Silva seconded the motion.

Vote: Motion carried 7, 0
Ayes: Armenta, Barrera (alt), Calcagno, Cullen, De La Rosa, Perez, Silva
Noes: None
Abstain: None
Absent: Donohue, Lutes, Teneyuque

CONSIDERATION

9. RESOLUTION NO. 2011-37 APPROVING THE REGULAR BOARD OF DIRECTORS AND EXECUTIVE COMMITTEE MEETINGS FOR CALENDAR YEAR 2012

(6:24) General Manager/CAO Mathews provided a report.

Public Comment: None

Board Comments: None

Motion: Director Armenta made a motion to adopt Resolution No. 2011-37. Director Silva seconded the motion.

Vote: Motion carried 7, 0
 Ayes: Armenta, Barrera, Calcagno, Cullen, De La Rosa, Perez, Silva, Teneyuque
 Noes: None
 Abstain: None
 Absent: Donohue, Lutes, Teneyuque

10. APPOINTMENT OF THE NOMINATING COMMITTEE FOR THE 2012 ELECTION OF OFFICERS

(6:27) General Manager/CAO Mathews provided a report.

Public Comment: None

Board Comments: The Board accepted the report.

Motion: Director Armenta made a motion to appoint Director Cullen and President De La Rosa to the Nominating Committee. Director Perez seconded the motion.

Vote: Motion carried 7, 0
 Ayes: Armenta, Barrera, Calcagno, Cullen, De La Rosa, Perez, Silva, Teneyuque
 Noes: None
 Abstain: None
 Absent: Donohue, Lutes, Teneyuque

11. AUDITED FINANCIAL STATEMENTS FOR THE YEAR ENDED JUNE 30, 2011

(6:30) Helen Rodriguez, Auditor with McGilloway, Ray, Brown & Kaufman presented a clean opinion. Authority policies are appropriately implemented and there are no material weaknesses in the agency's internal controls. There is no management letter, as in the past three years, which is rare to see. She commended staff. Finance Manager Moreno provided a brief overview of financial statement.

Public Comment: None

Board Comments: Board of Directors commended staff for no management letter.

Motion: Director Armenta made a motion to accept the report. Director Perez seconded the motion.

Vote: Motion carried 7, 0
 Ayes: Armenta, Barrera (alt), Calcagno, Cullen, De La Rosa, Perez, Silva,
 Noes: None
 Abstain: None
 Absent: Donohue, Lutes, Teneyuque

12. FISCAL YEAR 2012-13 BUDGET DEVELOPMENT POLICIES

(6:45) General Manager/CAO Mathews and Finance Manager Moreno provided a report and detailed various options relating to the development of budget policies.

Public Comment: Doug Kenyon, Republic Services commented on various possible options and how the ratepayers will be affected.

Board Comments: Board of Directors discussed various options and directed staff to bring back items with more detail.

Motion: None

FUTURE AGENDA ITEMS

13. AGENDA ITEMS – VIEW AHEAD

(7:40) The Board reviewed the handout.

ADJOURN

President De La Rosa adjourned the meeting at 7:44 p.m.

APPROVED: _____
Gloria De La Rosa, President

Attest:

Ernesto Natera, Acting Clerk of the Board



**SALINAS VALLEY
SOLID WASTE AUTHORITY**

Report to the Board of Directors

ITEM NO. 2

Finance Manager/Controller-Treasurer

N/A

Legal Counsel

General Manager/CAO

Date: December 15, 2011
From: Roberto Moreno, Finance Manager
Title: October 2011 Claims and Financial Reports

RECOMMENDATION

Staff recommends acceptance of the October 2011 Claims and Financial Reports.

DISCUSSION & ANALYSIS

Please refer to the attached financial statements and check register for the Month of October for a detail discussion of the Authority's financial position as of October 31, 2011. Following are some highlights of the Authority's financial activity for the month of October.

Results of Operations

For the month of October 2011, operating revenues exceeded expenditures by \$515,658. Year to date revenues exceed expenditures by \$254,746.

Revenues

After four months (33.3%) as of October 31, revenues total \$5,351,033. This is 33.3% of the estimated revenues of \$16,071,381. Revenues are on track.

Operating Expenditures

As of October 31, year-to-date operating expenditures total \$5,096,287. This is 34.29% of the operating budget of \$14,860,698. This is above a straight-line projection due to the large principal and interest payments that are made at the beginning of the fiscal year.

Capital Project Expenditures

For the month of October 2011, capital project expenditures totaled \$1,924,734. The Crazy Horse Landfill closure project accounted for \$1,917,377. As of October 31, year-to-date expenditures total \$2,757,154. This is 19.2% of the capital projects budget of \$14,363,433.

Claims Checks Issued Report

The Authority's Checks Issued Report for the month of October 2011 is attached for review and acceptance. The October claims checks issued total \$2,813,246.69 of which \$287,808.13 was paid from the payroll checking account for payroll and payroll related benefits. Other major payments are highlighted on the next page.

Major Payments Issued During October 2011

<u>Vendor</u>	<u>Amount</u>	<u>Services</u>
Closure Turf, LLC	1,204,875.00	CH Closure Turf Material
International Lining Technology	573,246.36	CH Liner Installation
Recology Waste Solutions, Inc	169,255.12	Basic Facility Fee & Diversion Assistance 09/2011,
Waste Management, Inc.	104,959.49	Jolon Road Operations Sept 2011
Vision Recycling	103,603.91	JC Organics Processing, C&D Grinding 08-09/2011

Cash Balances

The Authority's cash position decreased \$1,333,696.88 during October to \$20,434,422.71 much of which is restricted as shown below:

Restricted by legal agreements:	
Crazy Horse Closure Fund	\$ 7,441,909.68
Johnson Canyon Closure Fund	2,322,243.68
Bond debt service reserve	2,820,700.00
State Grants	37,317.01
Restricted by Board policy:	
Expansion Fund (South Valley Revenues)	7,267,919.89
Salinas Transportation Surcharge	109,157.60
Salinas Rate Stabilization Fund	47,415.03
Funds held in trust:	
Central Coast Media Recycling Coalition	88,596.98
Employee Unreimbursed Medial Claims	5,877.98
Unrestricted - Assigned	
Operations and Capital Projects	293,284.86
	\$ 20,434,422.71

The unrestricted portion of Authority funds will increase throughout the year as revenues exceed expenditures.

ATTACHMENTS

- October 2011 Consolidated Statement of Revenues and Expenditures
- October 2011 Consolidated CIP Expenditures Report
- October 2011 Checks Issued Report

Salinas Valley Solid Waste Authority
Consolidated Statement of Revenues and Expenditure
For Period Ending October 31, 2011

Description	Current Budget	MTD Rev/Exp	YTD Rev/Exp	% of Budget	Remaining Balance	YTD Encumbrances	Unencumbered Balance
Revenue Summary							
Tipping Fees - Solid Waste	10,556,000	952,281	3,826,864	36.25%	6,729,136	-	6,729,136
Tipping Fees - Surcharge	450,000	40,591	163,353	36.30%	286,647	-	286,647
Tipping Fees - Diverted Materials	995,600	80,938	325,981	32.74%	669,619	-	669,619
Tipping Fees - South Valley	2,243,300	186,943	747,772	33.33%	1,495,528	-	1,495,528
Charges for Services	117,000	-	-	0.00%	117,000	-	117,000
Sales of Materials	429,500	84,367	121,300	28.24%	308,200	-	308,200
Investment Earnings	273,000	18,671	(1,001)	-0.37%	274,001	-	274,001
Grants	185,891	7,595	72,518	39.01%	113,373	-	113,373
Miscellaneous/Other	821,090	14,916	94,247	11.48%	726,843	-	726,843
Total Revenue	16,071,381	1,386,301	5,351,033	33.30%	10,720,348	-	10,720,348
Expense Summary							
Administration	2,294,094	160,688	659,822	28.76%	1,634,272	145,409	1,488,863
Resource Recovery	2,434,290	202,999	549,246	22.56%	1,885,043	744,542	1,140,502
Scalehouse Operations	327,409	26,217	93,027	28.41%	234,382	9,947	224,435
Transfer Stations Operations	2,577,650	180,503	825,859	32.04%	1,751,791	577,937	1,173,854
Landfill Operations	3,089,411	271,784	783,902	25.37%	2,305,509	1,665,630	639,879
Environmental Control Systems	720,344	28,452	134,617	18.69%	585,727	334,053	251,674
Debt Service - Interest	2,090,600	-	1,056,281	50.53%	1,034,319	136,900	897,419
Debt Service - Principal	1,049,200	-	993,531	94.69%	55,669	55,649	20
Closure Set-Aside	277,700	-	-	0.00%	277,700	-	277,700
Total Expense	14,860,698	870,643	5,096,287	34.29%	9,764,411	3,670,066	6,094,345
Revenue Over/(Under) Expenses	1,210,683	515,658	254,746	21.04%	955,937		

**Salinas Valley Solid Waste Authority
Consolidated CIP Expenditure Report
For Period Ending October 31, 2011**

Fund	CIP	Description	Current Budget	M-T-D Rev/Exp	Y-T-D Rev/Exp	% of Budget	Remaining Balance	Y-T-D Encumbrances	Unencumbered Balance
CIP's Funded From Operations									
130	9913	CH LFG to Energy Pilot	13,599	-	9,536	70.13%	4,062	-	4,062
150	9010	JC Roadway Improvements	2,291,923	-	-	0.00%	2,291,923	-	2,291,923
150	9018	JC Resource Management Park	27,670	-	-	0.00%	27,670	2,209	25,461
150	9255	JC LFG System Improvement	6,500	-	-	0.00%	6,500	6,500	-
170	9012	Work St Transfer Station	116,524	1,873	6,334	5.44%	110,190	40,927	69,263
170	9199	Sun St. Transfer Station	-	-	2,430	0.00%	(2,430)	207	(2,637)
Total CIP's Funded From Operations			2,456,216	1,873	18,301	0.75%	2,437,916	49,843	2,388,072
CIP's Funded From Crazy Horse Closure Funds									
130	9227	CH Landfill Closure	325,863	-	(1,350)	-0.41%	327,213	-	327,213
131	9301	CH Closure Preparation	146,591	141	9,065	6.18%	137,527	58	137,469
131	9302	CH PH 1A Leachate Recirculation	63,996	127	5,885	9.20%	58,110	52,000	6,110
131	9303	CH PH 1B Site Prep Work	342,543	22,121	186,027	54.31%	156,516	40,715	115,802
131	9304	CH PH 1C Bench Preparation	170,444	2,916	43,350	25.43%	127,094	630	126,465
131	9305	CH PH 1D Liner Termination	42,998	13,487	20,264	47.13%	22,735	126	22,608
131	9306	CH PH 1E Liner Placement	6,150,100	1,830,748	2,287,876	37.20%	3,862,224	3,095,036	767,188
131	9307	CH PH 1F Winterization	22,500	5,115	5,445	24.20%	17,055	393	16,661
131	9308	CH PH 2A Module 1	314,000	-	-	0.00%	314,000	-	314,000
131	9309	CH PH 2B Lower Access Road	35,000	1,040	1,040	2.97%	33,960	-	33,960
131	9310	CH PH 2C Remaining LF Prep	404,000	36,033	37,559	9.30%	366,441	-	366,441
131	9311	CH PH 2D Liner Placement	268,000	-	-	0.00%	268,000	-	268,000
131	9312	CH PH 2E Complete Liner Work	929,000	562	562	0.06%	928,438	-	928,438
131	9313	CH Closure Equipment Purchases	72,233	-	5,426	7.51%	66,807	-	66,807
131	9314	CH Closure Quality Assurance	662,631	5,047	88,657	13.38%	573,974	194,260	379,714
131	9315	CH Closure Contingency	463,307	-	8,366	1.81%	454,941	-	454,941
Total CIP's Funded From Crazy Horse Closure Funds			10,413,206	1,917,337	2,698,171	25.91%	7,715,035	3,383,218	4,331,817
CIP's Funded From Expansion Funds									
180	9003	CR3 Pilot Project Studies	103,687	-	2,313	2.23%	101,375	5,848	95,527
180	9021	Autoclave CEQA	147,775	-	-	0.00%	147,775	5,000	142,775
180	9801	Ameresco LFG Equipment	376,000	-	-	0.00%	376,000	-	376,000
Total CIP's Funded From Expansion Funds			627,462	-	2,313	0.37%	625,150	10,848	614,302
CIP's Funded From Grants									
105	9019	Biodiesel Fuel Station	45,459	1,241	26,429	58.14%	19,030	-	19,030
Total CIP's Funded From Grants			45,459	1,241	26,429	58.14%	19,030	-	19,030
CIP's Funded From Grants									
216	9022	Gasifier CEQA	821,090	4,283	11,941	1.45%	809,149	725,740	83,409
Total CIP's Funded From Grants			821,090	4,283	11,941	1.45%	809,149	725,740	83,409
Total CIP Expenditures			14,363,433	1,924,734	2,757,154	19.20%	11,606,280	4,169,649	7,436,630

Salinas Valley Solid Waste Authority
Checks Issued Report for 10/1/2011 to 10/31/2011

Check #	Name	Check Date	Amount	Check Total
8380	SALINAS UNITED BUSINESS ASSOCIATION BOOTH CLEAN UP REFUNDABLE FEE	10/18/2011	(100.00)	(100.00)
8533	COUNTY OF MONTEREY / HR--TRAINING Training - 7 HABITS Training - 7 HABITS	10/5/2011	575.00 175.00	750.00
8534	A-1 SWEEPING SS TS YARD & EXERIOR SWEEPING SEPT 2011	10/12/2011	774.00	774.00
8535	ADMANOR, INC 2011 TIRE AMNESTY CAMPAIGN AUG 2011 MEDIA/MARKETNG	10/12/2011	1,727.50	1,727.50
8536	ANNE MARIE HUNTER RecycleRama 09.30.11 PRODUCTION SERVICES Insurance for ReycleRama	10/12/2011	308.57 972.75	1,281.32
8537	AT&T SERVICES INC CH 8316632796173PHONE SERVICE THRU 09.11.11 HHW & SS SCALE HOUSE PHONE SERVICE THRU 09.24.11 JC PHONE SERVICE THRU 09.18.11 LR PHONE SERVICE THRU 09.19.11 ADM 8317701023355 PH SERVICE THRU 09.15.11 HHW & SS SCALE HOUSE PHONE SERVICE THRU 09.24.11	10/12/2011	104.18 160.84 148.04 15.62 920.45 75.00	1,424.13
8538	BAKER CORP CH 21K GAL SAFETY VAPOR TANK 08.29.11-09.25.11	10/12/2011	1,050.00	1,050.00
8539	BLANCA LAGUNAS MEALS PER DIEM CALPERS CONF TA#2011-1023	10/12/2011	116.00	116.00
8540	BRANDY ELLEN ACEVEDO 09.27.11 RECYCLERAMA PERFORMANCE	10/12/2011	55.79	55.79
8541	BULOS FRANCIS SALIBA 09.27.11 RECYCLERAMA PERFORMANCE	10/12/2011	55.79	55.79
8542	CALIFORNIA HIGHWAY ADOPTION CO. HWY 101 LITTER ABATEMENT SEPT 2011	10/12/2011	550.00	550.00
8543	CHRISTOPHER M. COOK Plumbing Service 09.12.11	10/12/2011	378.45	378.45
8544	CLOSURE TURF, LLC CH CLOSURE TURF MATERIAL PURCH AGREEMENT 08.30.11	10/12/2011	527,625.00	527,625.00
8545	COAST COUNTIES TRUCK & EQUIPMENT CO. CR239999 3 HOSES RETURNED RO001 MARKER LAMP, GROMMET, BUTTS SS TS EQUIP MAIN SUPPLY - HOSE TRK#003 2 HOOD KITS TRK#003 PRESSURE SENSOR TRK001 3 HOSES TRK001 HOSE	10/12/2011	(92.67) 8.81 15.03 56.70 106.53 105.39 15.03	214.82
8546	**Void**	10/12/2011	-	-
8547	**Void**	10/12/2011	-	-
8548	**Void**	10/12/2011	-	-
8549	**Void**	10/12/2011	-	-
8550	**Void**	10/12/2011	-	-
8551	**Void**	10/12/2011	-	-

Salinas Valley Solid Waste Authority
Checks Issued Report for 10/1/2011 to 10/31/2011

Check #	Name	Check Date	Amount	Check Total
8552	FIRST ALARM First Alarm Service 10.01.11-12.31.11	10/12/2011	(97.17)	(97.17)
8552	FIRST ALARM First Alarm Service 10.01.11-12.31.11	10/12/2011	97.17	97.17
8552	FIRST ALARM First Alarm Service 10.01.11-12.31.11	10/12/2011	(103.62)	(103.62)
8552	FIRST ALARM First Alarm Service 10.01.11-12.31.11 First Alarm Service 10.01.11-12.31.11	10/12/2011	103.62 282.66	386.28
8552	FIRST ALARM First Alarm Service 10.01.11-12.31.11	10/12/2011	(282.66)	(282.66)
8553	GOLDEN STATE TRUCK & TRAILER REPAIR #16096 BUTT CONNECTOR LEFT SIDE TURN SIGNAL #17157 REATTACHED CABLE ON TARP CH 310G BACKHOE LEFT SIDE TIRE REPAIRED CH L900 LEFT INNER TIRE REPAIRED DRAIN HOLES-CLEAN RUST ON RIM/PULL CAPS OFF RO001 REPLACED CLUTCH SENSOR RO001 REPLACED SIGNAL FUSE SS #16096 MIRRO WELDED BACK ON TRUCK SS #17235 REPLACED X5 INNER & OUTER TIRES SS JOHN DEER SCRAPER RAM REPLACED SS RO001 LF BACK CLEARANCE LIGHT & RT STOP LIGHT SS TRK001 REPAIRED X5 LEFT SIDE INNER & OUTER TIRE TRK#001 REPLACED WATER HOSE TRK#001 TO QUINN - OIL ADDED TO HYDRAULIC SYSTEM TRLR 001 REPAIRED RIGHT SIDE INNER TIRE	10/12/2011	94.00 143.99 164.99 151.90 185.00 770.00 95.00 119.00 110.00 90.00 140.00 116.44 280.00 189.00 113.22	2,762.54
8554	**Void**	10/12/2011	-	-
8555	GOLDER ASSOCIATES INC CH CLOSURE CONSTRUCTIO PROJECT CCO#6 08.28.11	10/12/2011	5,047.46	5,047.46
8556	GRAINGER SS TS FIRST AID KIT	10/12/2011	222.67	222.67
8557	GREEN RUBBER - KENNEDY AG, LP 3 8' COUPLINGS 9 4' COUPLINGS, 6 CAP SLIP PVC CH 40 3' PVC SUCTION, CAMLOCK FITTING, ETC JC 1 EA CAP SLIP PVC, COUPLING SLIP PVC	10/12/2011	135.71 252.71 520.17 80.44	989.03
8558	HERTZ EQUIPMENT RENTAL CORPORATION CH BACKHOE/BUCKET RENTAL THUR 09.23.11	10/12/2011	2,876.45	2,876.45
8559	HOME DEPOT 2 SHOVELS, 3 MARGIN TROWELS 5 HOMER BUCKETS, UPSIDE DOWN MARKER PFLORMRKSPCP SCALE HOUSE SUPPLIES - FLY SWATERS SS TS GALV WIRE, 5PC PLIER SET, WOOD, CABLETTE CH CLOSURE SUPPLIES TRASH BAGS & 3 BOW RAKES	10/12/2011	37.62 63.63 48.58 17.62 63.81 47.83	279.09
8560	HOPE SERVICES JC MATTRESS RECYCLING 09.20.11 SS MATTRESS RECYCLING 09.20.11	10/12/2011	686.70 1,228.50	1,915.20
8561	HYDROTURF, INC JC PRPL PRIMER, GRAY PLSTC PIPE CMNT, COTTON SWABS	10/12/2011	52.64	52.64
8562	INEZ NAVARETE SAFETY JACKET - SIZE NOT CARRIED BY OUR SUPPLIER	10/12/2011	56.01	56.01
8563	INTERNATIONAL LINING TECHNOLOGY CH LINER INSTALLATION CONSTRUCTION CONTRACT 09.30.	10/12/2011	573,246.36	573,246.36
8564	IVY CONTRERAS 09.27.11 PERFORMANCE/PRODUCTION	10/12/2011	366.00	

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Check #	Name	Check Date	Amount	Check Total
				366.00
8565	J. S. COLE CO. 2006 CAT CS563E 08.22.11-09.18.11 CAT CS563 08.23.11 - 09.15.11 CH 2004 CAT D6N XL RENTAL THRU 09.11.11 CH CAT 623F RENTAL THRU 09.07.11	10/12/2011	4,525.50 5,525.50 5,818.50 15,692.75	31,562.25
8566	JGPG CORPORATION SS TS HYDRO ON 09.26 & 09.27.11	10/12/2011	5,719.00	5,719.00
8567	JR FENCING SS TS REPAIR DAMAGED CHAIN LINK FENCE	10/12/2011	450.00	450.00
8568	LAMAR BROS TIRE SERVICE, INC. Replacement Tires for F-250	10/12/2011	964.46	964.46
8569	LOCK STOCK 'N' BARREL Locksmith Service	10/12/2011	75.50	75.50
8570	LUMBERMENS INC/PRO-BUILD JC DENSITY - 50 1/2 X 48" WOOD STAKES	10/12/2011	26.94	26.94
8571	MIKE BAKER 09.27.11 RECYCLERAMA PERFORMANCE	10/12/2011	62.04	62.04
8572	MONTEREY BAY OFFICE PRODUCTS Copier Lease 07.01.11 - 09.30.11	10/12/2011	443.24	443.24
8573	MONTEREY BAY UNIFIED AIR POLLUTION CONTROL BOARD JC TV57-01 PERMIT RENEWAL	10/12/2011	1,900.26	1,900.26
8574	MONTEREY SANITARY SUPPLY, INC. Janitorial Supplies SS TS & ADM 09.09.11	10/12/2011	335.24	335.24
8575	NATIONAL STEINBECK CENTER Board Retreat Deposit	10/12/2011	200.00	200.00
8576	NETPIPE INTERNET SERVICES INTERNET SERVICE OCT 2011	10/12/2011	300.00	300.00
8577	NEXTEL COMMUNICATIONS Cell Phone Service SEP 2011 Cell Phone Service SEP 2011 Cell Phone Service SEP 2011 Cell Phone Service SEP 2011 Cell Phone Service SEP 2011	10/12/2011	119.83 131.76 64.02 45.00 45.00	405.61
8578	OFFICE DEPOT Breakroom Supplies VARIOUS OFFICE SUPPLIES	10/12/2011	17.02 285.95	302.97
8579	ONHOLD EXPERIENCE CALL WAITING SERVICES QUARTERLY, OCT-DEC 2011	10/12/2011	207.00	207.00
8580	ORCHARD SUPPLY HARDWARE LLC CH 6 EA ORANGE MARKING PAINT & BULK NAILS	10/12/2011	34.93	34.93
8581	PACIFIC GAS AND ELECTRIC COMPANY ADM 7424129017-5 ELECTRIC SERVICE THRU 09.25.11 CH CLOSURE ELECTRIC SERVICES CH 8548167169-2 ELEC SER THRU 09.23.11 CH 230196789-1 ELEC SER THRU 09.23.11 JC 2256171514-9 ELEC SER THRU 09.19.11 JC 4425186803-8 ELECTRIC SERVICES THRU 09.19.11 LR ELECTRIC SERVICES THRU 09.21.11 HHW & SS TS ELECTRIC SERVICE THRU 09.23.11	10/12/2011	1,227.47 3,278.28 3,622.93 900.93 41.59 2,266.06 391.44 147.50	11,876.20
8582	PITNEY BOWES - POSTAGE Postage OCT 2011	10/12/2011	600.00	600.00
8583	QUINN COMPANY/ALTA LIFT D6N XL ELEMENT TRK001 REPAIR COOLANT LEAK, FILL WWATER, ETC	10/12/2011	55.35 300.86	356.21

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8584	RECOLOGY WASTE SOLUTIONS, INC BASIC FACILITY FEE SEPT 2011 EXTENDED HOURS SEPT 2011	10/12/2011	157,134.00 2,608.00	159,742.00
8585	ROSE GILL TUITION REIMBURSEMENT FY 11-12 ROSE GILL	10/12/2011	500.00	500.00
8586	SALINAS CALIFORNIAN 08.28.11 Legal Publications	10/12/2011	274.97	274.97
8587	SAN BENITO SUPPLY, CONSTRUCTION, CONCRETE & QUARRY CONTRACT LABORER THRU 08.29.11	10/12/2011	9,623.52	9,623.52
8588	SCS FIELD SERVICES CH CLOSURE NON-ROUTINE LFG WORK AUG 2011 CH Groundwater Cap AUG 20112 CH Leachate OMM AUG 2011 CH LFG OMM AUG 2011 CH NR LFG COLLECTION OMM AUG 2011 JC Leachate OMM AUG 2011 JC LFG OMM AUG 2011 JC NR LFG COLLECT OMM AUG 2011 LR LFG OMM AUG 2011 LR NR LFG COLLECT OMM AUG 2011	10/12/2011	8,152.09 1,695.33 1,279.33 3,993.00 389.10 2,051.75 2,534.83 198.61 2,696.16 1,793.41	24,783.61
8589	SMARTHIRE PRE-PLACEMENT BACKGROUND ERIC AMARAL PRE-PLACEMENT BACKGROUND ERIC AMARAL	10/12/2011	20.00 17.00	37.00
8590	STAFF-IT GROUP INC SS TS CONTRACT LABORERS ENDING 9.11.11 SS TS CONTRACT LABORER THRU 9.17.11 SS TS CONTRACT LABORERS ENDING 9.11.11	10/12/2011	792.00 1,620.63 1,567.50	3,980.13
8591	TEST AMERICA LABORATORIES, INC JC GRDWTR ANALYTICAL SERVICES 09.30.11 JR GRDWTR ANALYTICAL SERVICES 09.30.11	10/12/2011	849.00 981.00	1,830.00
8592	TRI-COUNTY FIRE PROTECTION, INC. SS TS 6 FIRE EXTINGUISHERS SERVICED	10/12/2011	60.00	60.00
8593	URS CORPORATION WORK STREET CONSULTING SERVICES ENDING 09.02.11	10/12/2011	1,872.57	1,872.57
8594	US BANK CORPORATE PAYMENT SYSTEM Gaylord Opryland Resort CHEVRON ACME CAR WASH Smart & Final Basic Foods: Board Meeting Supplies CA DEBT INVESTMENT ADV COMM CAFE SOLEIL Labor Relations Association CALPELRA ICMA ACE HARDWARE CRRA Certification Training CRUCIAL.COM - CT517996 4GB UPGRADE FOR HP Gino's Food QUINN Flags for El Grito and the outside flagpole Staples Smart and Final HUGHESNET.COM JC SCALE HOUSE INTERNET SEPT 2011 INTERMEDIA EXCHANGE SERVICE SEPT 2011 FRED PRYOR CAREERTRACK Paypal 2011 CCAC Membership LOG ME IN SAFEWAY - ICE & WATER FOR CH EMPLOYEES Smart & Final Sharefile: FTP Site SEPT 2011 LORMAN EDUCATION SERVICE PresentationPro:Powerpoint software AAA TARPS SWANA ASSO & GOLD RUSH CHAPTER DUES Amazon.com Amazon.com	10/12/2011	854.64 22.95 7.09 79.74 25.00 35.83 885.00 257.95 5.35 340.00 307.08 49.51 118.26 67.87 1.39 79.99 218.90 199.00 150.00 69.95 22.99 49.54 32.95 224.06 65.20 750.00 213.00 15.42 43.85	

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	SpeedBriefs webinar		27.00	
	ACE HARDWARE - UTILITY KNIVES FOR CH CLOSURE 6 EA		34.58	
	ROCKHURST UNIVERSITY		199.00	
	FC BUSINESS INTELLIGENCE TA#2011-1206		695.00	
	SMART & FINAL - WATER FOR WORKERS AT CH		28.69	
				6,176.78
8595	**Void**	10/12/2011	-	
8596	**Void**	10/12/2011	-	
8597	**Void**	10/12/2011	-	
8598	VALLEY PACIFIC PETROLEUM SERVICES, INC. SS DIESEL FUEL USAGE SEPT 2011	10/12/2011	259.23	259.23
8599	WASTE MANAGEMENT INC JOLON ROAD OPERATIONS SEPT 2011	10/12/2011	55,213.12	55,213.12
8600	WEST COAST RUBBER RECYCLING, INC labor to load tires for amnesty 09.16.11 labor to load tires for amnesty 09.19.11 labor to load tires for amnesty 09.22.11	10/12/2011	1,100.00 1,100.00 800.00	3,000.00
8601	WORKWELL MEDICAL GROUP PRE-PLACEMENT FOR TEMPORARY EMPLOYEE ERIC AMARAL PRE-PLACEMENT FOR TEMPORARY EMPLOYEE ERIC AMARAL	10/12/2011	55.00 40.00	95.00
8602	COAST OIL COMPANY, LLC CH CLOSURE DIESEL FUEL USAGE 09.19.11 CH CLOSURE FUEL USAGE 09.26.11	10/12/2011	1,223.92 1,518.37	2,742.29
8603	COSTCO WHOLESALE Board Meeting Supplies CH Supplies Office Supplies	10/12/2011	29.99 48.35 77.04	155.38
8604	CSC OF SALINAS/YUMA 16 6 WIRE TOUGH COVER HOSE, 8 WRAPS, ETC	10/12/2011	701.94	701.94
8605	CUTTING EDGE SUPPLY SS TS SUPPLIES ROLL OFF LINE SS TS 20080 MAIN SUPPLIES	10/12/2011	156.70 1,604.83	1,761.53
8606	DAVE S. DEERING 09.10.11 DEEP STEAM CLEAN & FABRIC PROTECTOR	10/12/2011	500.00	500.00
8607	FEDEX Overnight Shipments	10/12/2011	79.06	79.06
8608	ADMANOR, INC BRANDING MARKETING & MEDIA SERVICE SEPT 2011	10/20/2011	2,850.00	2,850.00
8609	AMERICAN SUPPLY CO. HHW Disposal Supplies	10/20/2011	758.18	758.18
8610	BECK'S SHOE STORE, INC. SAFETY SHOES	10/20/2011	169.44	169.44
8611	CITY OF GONZALES GONZALES HOSTING OCTOBER 2011	10/20/2011	20,833.33	20,833.33
8612	CLOSURE TURF, LLC CH CLOSURE TURF MATERIAL PURCHASE AGRMNT 10.12.11	10/20/2011	677,250.00	677,250.00
8613	COAST COUNTIES TRUCK & EQUIPMENT CO. #16096 2 EACH 12 V FLASHER TRAILER 2 EACH 3 LEAF SPRING TRAILER 3 LEAF SPRING TRK #002 OIL, LUBE, FUEL, WATER, AIR FILTERS TRK 001 EXHAUST GASKET TRK 003 HOOD KIT	10/20/2011	55.62 175.42 87.71 153.27 102.75 56.70	

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	TRK#003 FUEL, WATER, AIR, OIL FILTERS, ETC		179.25	
	TRK#003 HOOD KIT		28.35	
				839.07
8614	COAST OIL COMPANY, LLC CH CLOSURE DIESEL FUEL USAGE 10.04.11 CH CLOSURE DIESEL FUEL USAGE 10.10.11	10/20/2011	1,422.67 508.36	1,931.03
8615	CUTTING EDGE SUPPLY SS TS 3 CHAIN BRIDLES, 20 HAMMER LOCKS	10/20/2011	937.32	937.32
8616	DAVID ROEL Norther CA HHW Information Exchange	10/20/2011	20.00	20.00
8617	EDWARDS TRUCK CENTER, INC SENSOR KIT & CLUTCH BRAKE TRK# LF9000 SHIFT KNOB & FITTING	10/20/2011	63.41 93.72	157.13
8618	ELIA ZAVALA 10/12 ABCEA Mtg Meal & Travel	10/20/2011	38.44	38.44
8619	FAST - FINANCIAL, ADMINISTRATIVE, SECRETARIAL & TRANSLATION SERVICES 9/15/11 BD Meeting Translator	10/20/2011	180.00	180.00
8620	FIRST ALARM First Alarm Service 10.01.11-12.31.11 First Alarm Service 10.01.11-12.31.11 First Alarm Service 10.01.11-12.31.11	10/20/2011	97.17 103.62 282.66	483.45
8621	GOLDEN STATE TRUCK & TRAILER REPAIR #16094 FLASHER RELAY REPLACED #16096 X2 & X3 LEFT OUTER TIRES REPAIRED #17235 SPLICED CABLE FOR TARP 310G CAT OIL, AIR, FUEL FILTERS & ELEMENT 310G FIX DRIVE LINE, X1 FLANGE & U-JOINT CH BL 295 BELT ON STEP GRADER CH PICKED UP & DROPPED OFF SALINAS TO CH CH ROLLER C-H WELDED ILL ROLLSER RO001 NEW TURNSIGNAL FLASHER TRK #002 X5 RT SIDE INNER TIRE REPAIR TRK#001 X3 LEFT SIDE INNER TIRE REPAIR TRK#002 X5 LEFT INNER TIRE REPAIRED WELDED CARDBOARD BIN ON REAR CORNERS WELDED METAL CONTAINER FOR PLASTICS FRNT CORNER	10/20/2011	140.00 118.44 153.00 269.11 822.57 185.00 135.00 4,100.00 140.00 83.29 85.89 81.21 168.00 120.00	6,601.51
8622	**Void**	10/20/2011	-	-
8623	GRAINGER 3 FILTER CARTRIDGES	10/20/2011	176.01	176.01
8624	GREEN RUBBER - KENNEDY AG, LP	10/20/2011		549.88
8625	GUERITO CH CLOSURE PORTABLE TOILET SERVICE SEPT 2011 JC/CH PORTABLE TOILET SERVICE SEPT 2011 JC/CH PORTABLE TOILET SERVICE SEPT 2011	10/20/2011	110.00 110.00 220.00	440.00
8626	HDR ENGINEERING, INC REVIEW/SELECTION OF CEQA VENDOR THRU 09.24.11	10/20/2011	7,058.00	7,058.00
8627	HOPE SERVICES 3.75 NO JOB COACH, 5.25 LEAVE EARLY DIVERSION & LITTER ABATECONTRACT LABORERS SEPT 201 JC MATTRESS RECYCLING 10.03.11 DIVERSION & LITTER ABATECONTRACT LABORERS SEPT 201 JC MATTRESS RECYCLING 10.03.11	10/20/2011	(631.53) 4,631.22 686.70 5,683.77 743.40	11,113.56
8628	J. S. COLE CO. CH EQ RENTAL 2006 CAT D6R XL II 09.02.11-10.02.11	10/20/2011	8,189.00	8,189.00
8629	JOHNSON ASSOCIATES CH CLOSURE SUPPLIES	10/20/2011	204.73	204.73
8630	LAMAR BROS TIRE SERVICE, INC.	10/20/2011		

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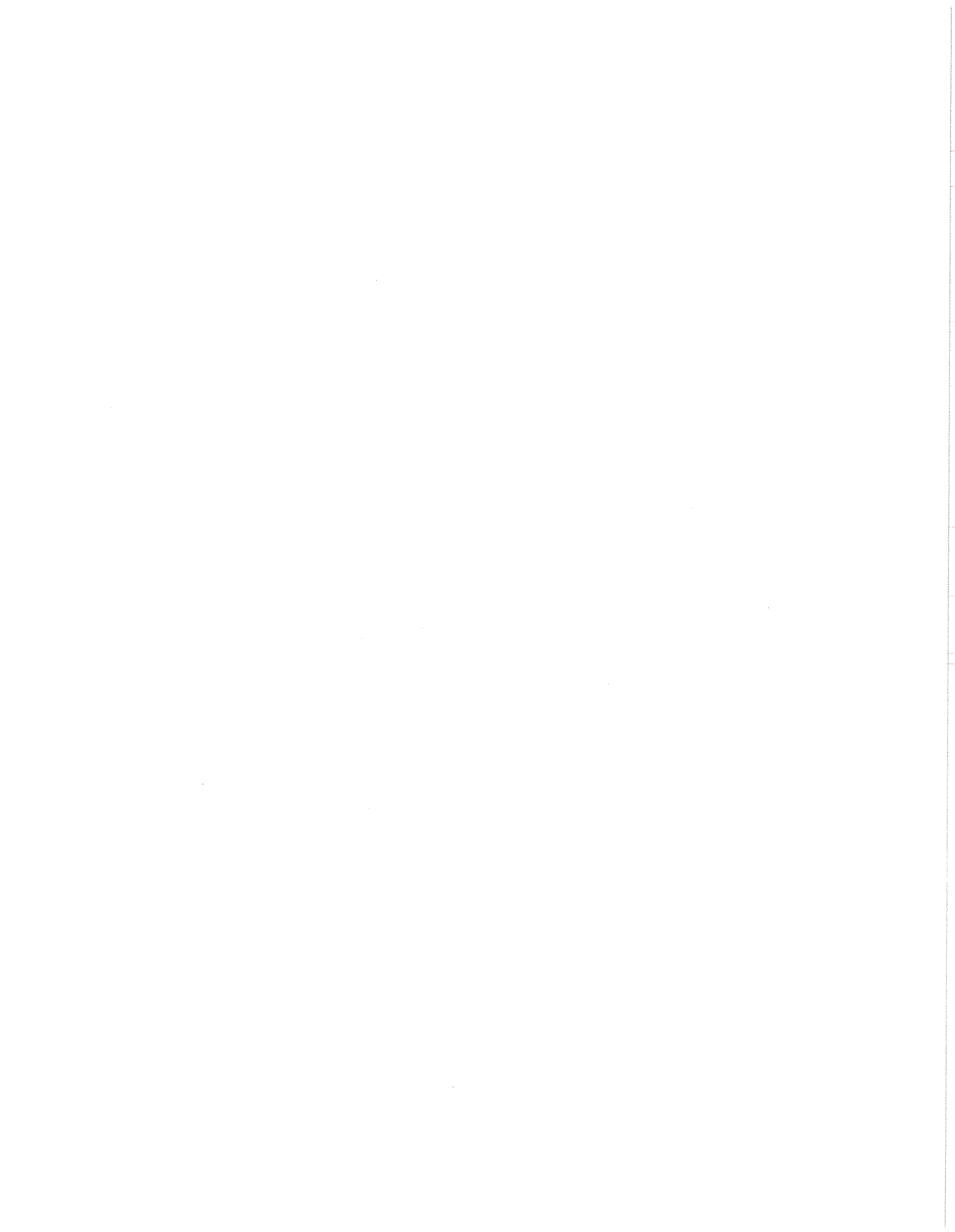
Check #	Name	Check Date	Amount	Check Total
	FORD F150 LF REAR TIRE REPAIR		60.24	
				60.24
8631	MANUEL PEREA TRUCKING, INC. CH CLOSURE LABORERS 09.16.11-09.30.11 CH CONTRACT LABOR SERVICES 10.1.11 - 10.15.11	10/20/2011	13,555.20 13,103.36	
				26,658.56
8632	MONTEREY AUTO SUPPLY INC TRAILER #17235 RT REAR TIRE REPLACED TRK 003 RT FRONT TIRE REPAIRED TRK# 16094 RT FRONT TIRE REPAIR	10/20/2011	353.58 140.00 95.00	
				588.58
8633	MONTEREY BAY UNIFIED AIR POLLUTION CONTROL BOARD SS COLD STORAGE DEMO PERMIT	10/20/2011	328.00	
				328.00
8634	NEXIS PARTNERS, LLC SS ADM RENT & COMMON AREAS NOVEMBER 2011 SS ADM RENT & COMMON AREAS NOVEMBER 2011	10/20/2011	1,515.00 6,539.80	
				8,054.80
8635	QUINN COMPANY/ALTA LIFT #20080 6 KEYS SS TS #20080 EQUIP MAIN SUPPLIES #20080 LEVER CONTROL #20080 SPRING RETURN CONTROL LEVER	10/20/2011	35.17 73.73 30.00 15.84 (30.00)	
				124.74
8636	RECOLOGY WASTE SOLUTIONS, INC JC DIVERSION ASSISTANCE FEES SEPT 2011 JC POTHOLING JC WATER SCALE HOUSE & TREES	10/20/2011	7,859.00 556.62 97.50	
				8,513.12
8637	REPUBLIC SERVICES #471 ADM OFFICE TRASH CART SERVICE OCT 2011	10/20/2011	57.60	
				57.60
8638	SAN BENITO SUPPLY, CONSTRUCTION, CONCRETE & QUARRY MOVE BACKHOE OFF SITE	10/20/2011	250.00	
				250.00
8639	SCS ENGINEERS CH & JC GHG MONITORING PROGRAM CH & JC GHG MONITORING PROGRAM	10/20/2011	487.50 487.50	
				975.00
8640	STAFF-IT GROUP INC SS TS CONTRACT EMPLOYEES THRU 9/25/11 SS TS CONTRACT EMPLOYEES THRU 9/25/11 SS TS CONTRACT EMPLOYEE ENDING 10.2.11 SS TS CONTRACT EMPLOYEE ENDING 10.2.11 SS TS CONTRACT EMPLOYEES THRU 9/25/11 SS TS CONTRACT EMPLOYEES THRU 9/25/11	10/20/2011	264.00 371.25 396.00 1,320.00 1,056.00 49.50	
				3,456.75
8641	STURDY OIL COMPANY 110 GALS 15-40 GRDOL CJ-4	10/20/2011	1,462.74	
				1,462.74
8642	TEST AMERICA LABORATORIES, INC JC GRDWTR ANALYTICAL SERVICES 10.04.11	10/20/2011	164.00	
				164.00
8643	THOMAS M BRUEN LEGAL SERVICES RENDERED SEPT 2011 LEGAL SERVICES RENDERED SEPT 2011	10/20/2011	700.00 950.00	
				1,650.00
8644	TIRE DISTRIBUTION SYSTEMS SS TS EQUIP MAIN SUPPLIES 16' TUBE	10/20/2011	32.27	
				32.27
8645	TRI-COUNTY FIRE PROTECTION, INC. SS TS 5 FIRE EXTINGUISHERS SERVICED	10/20/2011	209.85	
				209.85
8646	TYLER TECHNOLOGIES, INC. - INCODE DIVISION v.X Personnel Management Suite Migration Services	10/20/2011	2,350.00	
				2,350.00
8647	UNITED RENTALS, INC CH 24 STRAW WADDLES 8.5" X 25"	10/20/2011	711.15	
				711.15
8648	VISION RECYCLING JC C & D GRINDING JC ORGANICS PROCESSING AUG 2011	10/20/2011	6,050.00 14,209.88	
				20,259.88

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8649	WASTE MANAGEMENT INC BFI WASTE DELIVERED TO MADISON LN SEPT 2011	10/20/2011	49,746.37	49,746.37
8650	WESTERN EXTERMINATOR COMPANY EXTERMINATOR CONTROL SEP 2011 EXTERMINATOR CONTROL SEP 2011 EXTERMINATOR CONTROL SEP 2011	10/20/2011	50.00 216.50 51.50	318.00
8651	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION Unleaded Fuel Expenses SEP 2011 Unleaded Fuel Expenses SEP 2011 Unleaded Fuel Expenses SEP 2011 Unleaded Fuel Expenses SEP 2011	10/20/2011	74.42 96.36 1,428.70 231.50	1,830.98
8652	VISION RECYCLING JC ORGANICS PROCESSING AUG 2011	10/20/2011	35,773.03	35,773.03
8653	ADMANOR, INC TIRE AMNESTY CAMPAIGN - SEPTEMBER 2011	10/24/2011	2,414.00	2,414.00
8654	AT&T SERVICES INC CH 8316632796173 PHONE SERVICE THRU 10.11.11 SS ADM C602224173777 PH SERV THRU 10.12.11	10/24/2011	104.06 840.22	944.28
8655	CALIFORNIA WATER SERVICE WATER SERVICES FY 2011-12	10/24/2011	325.81	325.81
8656	CDW LOGISTICS Office Supplies: Toner	10/24/2011	1,438.76	1,438.76
8657	COAST OIL COMPANY, LLC CH CLOSURE 9310 DIESEL FUEL USAGE 10.17.11 CH CLOSURE 9310 DIESEL FUEL USAGE 10.21.11	10/24/2011	2,356.62 2,013.67	4,370.29
8658	COSTCO WHOLESALE OFFICE SUPPLIES Finance Charges Board Meeting Supplies	10/24/2011	33.98 28.68 27.05	89.71
8659	DAVE S. DEERING ADM CUSTODIAL SERVICE 10.15.11 SS TS Custodial Services 10.15.11	10/24/2011	495.00 495.00	990.00
8660	DENNIS DONOHUE 10.20.11 BD MTG STIPEND	10/24/2011	200.00	200.00
8661	ELIZABETH SILVA 10.21.11 BD RETREAT STIPEND	10/24/2011	300.00	300.00
8662	FERNANDO ARMENTA 10.07.11 EXEC COM STIPEND	10/24/2011	300.00	300.00
8663	GLORIA DE LA ROSA 10.07.11 EXEC COM STIPEND	10/24/2011	300.00	300.00
8664	H. P. INSPECTIONS INC PACHOMETER READING FOR BIOFUEL TANK INSTALLATION	10/24/2011	316.50	316.50
8665	JYL LUTES 10.20.11 BD MTG STIPEND	10/24/2011	100.00	100.00
8666	KARL A. HATTENDORF SEISMIC & ANCHORING CALCS BIO DIESEL FUEL TANK	10/24/2011	924.97	924.97
8667	LOUIS RICHARD CALCAGNO 10.21.11 BD RETREAT STIPEND	10/24/2011	100.00	100.00
8668	OFFICE DEPOT MONITOR/PRINTER STAND	10/24/2011	85.32	85.32
8669	OLD TOWN DELI CEQA CONSULTANT INTERVIEW LUNCH 08.29.11	10/24/2011	52.50	52.50
8670	PACIFIC GAS AND ELECTRIC COMPANY	10/24/2011		

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	JC 2256171514-9 ELEC SER THRU 10.18.11		40.17	
	JC 4425186803-8 ELECTRIC SERVICES THRU 10.18.11		2,128.33	
8671	PHILIP SERVICES CORP HHW HAULING , RECYLCING & DISPOSAL 08.25.11 HHW SUPPLIES 08.25.11	10/24/2011	14,177.00 1,884.00	2,168.50 16,061.00
8672	PURE WATER BOTTLING JC BOTTLED WATER SERVICE 10.11	10/24/2011	27.75	27.75
8673	RICHARD J. PEREZ 10.20.11 BD MTG STIPEND	10/24/2011	200.00	200.00
8674	ROBERT CULLEN 10.20.11 BD MTG STIPEND	10/24/2011	200.00	200.00
8675	SWANA SWANA ANNUAL DUES SW	10/24/2011	258.00	258.00
8676	VISION RECYCLING JC ORGANICS PROCESSING SEP 2011	10/24/2011	47,571.00	47,571.00
8677	YOLANDA TENYUQUE 10.21.11 BD RETREAT STIPEND	10/24/2011	200.00	200.00
5904	VOID - RECOLOGY WASTE SOLUTIONS, INC. 2006-2007 DENSITY BONUS	10/06/2011	(248,317.66)	(248,317.66)
DFT2012189	REISSUE - RECOLOGY WASTE SOLUTIONS, INC 2006-2007 DENSITY BONUS	10/6/2011	248,317.66	248,317.66
DFT2012190	CA STATE BOARD OF EQUALIZATION BOE Integrated Waste Management Fee July-Sept 2011	10/25/2011	88,218.20	88,218.20
	Subtotal			<u>2,525,438.56</u>
	Payroll			<u>287,808.13</u>
	Total			<u><u>2,813,246.69</u></u>





**SALINAS VALLEY
SOLID WASTE AUTHORITY**

Report to the Board of Directors

ITEM NO. 3

N/A

Finance Manager/Controller-Treasurer

N/A

Legal Counsel

General Manager/CAO

Date: December 15, 2011
From: Susan Warner, Diversion Manager
Title: Monthly Progress Report on the Environmental Review of Proposed Conversion Technologies in Accordance with the California Environmental Quality Act

RECOMMENDATION

Staff recommends the Board accept this report.

STRATEGIC PLAN RELATIONSHIP

The following objectives are supported with approval of this action: Goal 3.1, Finalize Conversion Technology and Objective No. 4, Enhance Existing Facilities and Public Services, Goal 4.4, Recommendation of a Johnson Canyon Resource Management Park Plan.

FISCAL IMPACT

The cost of the selection of the consultant and preparation of the Environmental Impact Report (EIR), as well as legal review and engineering review of key studies is estimated at \$821,090. Expenses as of November 30 have been \$17,941.21. These expenses will be reimbursed to the Authority from Plasco Energy in accordance with the Funding Agreement approved September 15, 2011. The initial \$100,000 deposit was received on December 1.

DISCUSSION & ANALYSIS

The purpose of the EIR will be to inform government decision makers and the public about the potential significant environmental impacts of proposed project and project alternatives and to identify ways that environmental impact(s) can be avoided or significantly reduced through mitigation.

BACKGROUND

At the January 20, 2011 Board meeting staff was directed to proceed with the environmental review of the Plasco Energy Group plasma gasification project concluding the Request for Proposals process which commenced in January 2008.

On September 15, 2011 the Board approved a Funding Agreement with Plasco Energy Group to provide for reimbursement to the Authority of costs associated with preparation of the EIR, and a professional services agreement with Environmental Science Associates (ESA) to prepare the EIR.

CURRENT ACTIVITIES

Project Conference Calls were held on November 4, 11, 18 and 28.

November 1 – Provided edits to the Spanish translation of the Plasco animated video “How Does It Work?” www.plascoenergygroup.com (English) www.youtube.com/watch?v=PIvyIsHOMWc (Spanish)

November 7 – Gonzales City Council members unanimously approved the Public Awareness and Engagement Process Regarding the Proposal from the Salinas Valley Solid Waste Authority to Develop a Waste Conversion Facility with Plasco Energy Group at the Johnson Canyon Landfill.

November 8 – Representatives from the Authority, ESA and its subcontractors participated in the Kick off meeting to refine and schedule tasks associated with the research and preparation of the EIR.

November 8 – Q & A Session held at the Canyon Creek Townhouses community center in Gonzales facilitated by Plasco Energy Group.

November 9 – Briefing to the Monterey County Integrated Waste Management Task Force on the status of the EIR.

November 9 – Plasco Energy Group mixer held at the American Legion Hall to introduce Vice President Steve Simmons to the Gonzales business community.

November 15 – Meeting with Meridian Pacific staff and Plasco Energy Group staff to define community and business outreach program.


November 17 – Interview by KSMS Univision Channel 67 regarding the Plasco project and EIR. Segment aired on November 22.

November 17 – Authority Board meeting received public comments from 6 individuals opposed to the Plasco Energy Project and viewed a YouTube presentation by Dr. Paul Connett, discusses 4 major issues pertaining to incineration.

November 21 – First monthly report was received and accepted by the Gonzales City Council.

November 29 – Discussion with UC Davis biologist concerning California Tiger Salamander tissue sampling and adequacy of existing species habitat.

November 29 – Presented and responded to questions from attendees of a meeting organized by “Say No To Plasco” at the St. Theodore’s Church parish hall in Gonzales.

 <p>AUTORIDAD DE RESIDUOS SOLIDOS DEL VALLE DE SALINAS</p> <p>Informe a los Directores del Consejo</p>	ARTICULO NO. 3
	N/A
	Finance Manager/Controller-Treasurer

Fecha: 15 de diciembre del 2011

De: Susan Warner, Gerente de Desviación

Titulo: Informe Mensual Sobre la Revisión Ambiental de la Instalación de Conversión de Desechos Propuesta por el Grupo de Energía Plasco en el Relleno Sanitario Johnson Canyon

N/A
Legal Counsel
N/A
General Manager/CAO

RECOMENDACIÓN

El personal recomienda al Consejo aceptar este informe.

RELACION DEL PLAN ESTRATÉGICO

Los siguientes objetivos se apoyan con la aprobación de esta acción: Objetivo 3.1: Finalizar tecnología de conversión, Objetivo No. 4: Mejorar las instalaciones existentes y los servicios públicos y Objetivo 4.4: Recomendación de un Plan de un Parque de Gestión de Recursos en Johnson Canyon.

IMPACTO FISCAL

El costo de la selección del consultor y la preparación del Informe de Impacto Ambiental (IIA), así como la revisión legal y la revisión de ingeniería de los principales estudios se estima en \$821,090. Los gastos al 30 de noviembre han sido \$17,941.21. Los gastos serán reembolsados a la Autoridad por Plasco, en conformidad con el acuerdo de financiación aprobado el 15 de septiembre de 2011. El depósito inicial de \$100,000 fue recibido el 1 de diciembre.

DISCUSIÓN Y ANÁLISIS

El propósito del Informe de Impacto Ambiental será informar a los responsables de decisiones del gobierno y al público sobre los posibles impactos ambientales significativos del proyecto propuesto e identificar maneras en que el impacto ambiental pueda evitarse o reducirse significativamente mediante la mitigación.

ANTECEDENTES

En la junta del Consejo del 20 de enero 2011, el personal fue dirigido a proceder con la revisión ambiental del Proyecto de gasificación por plasma del Grupo de Energía Plasco concluyendo el proceso de Solicitud de Propuestas, que se inició en enero de 2008.

El propósito del Informe de Impacto Ambiental será informar a los responsables de decisiones del gobierno y al público sobre los posibles impactos ambientales significativos del propuesto proyecto e identificar maneras en que el impacto ambiental pueden evitarse o reducirse significativamente mediante la mitigación.

El 15 de septiembre de 2011, el Consejo aprobó un acuerdo de financiación con el Grupo de Energía Plasco para proveer un reembolso a la Autoridad para los costos asociados con la preparación del Informe de Impacto Ambiental, y un contrato de servicios profesionales con Environmental Science Associates (ESA) para preparar el Informe de Impacto Ambiental

ACTIVIDADES ACTUALES

Llamadas de Conferencia para el proyecto se celebraron el 4, 11, 18 y 28 de noviembre.


- | | |
|-----------------|---|
| 1 de noviembre | Se proveyó modificaciones a la traducción a Español del video animado “¿Cómo funciona?” www.youtube.com/watch?v=PIvyIsHOMWc (Español) |
| 7 de noviembre | Concilio de la Ciudad de Gonzales unánimemente aprobaron El Proceso de Concientización y Participación Pública con respecto a la Propuesta de la Autoridad de Desechos Sólidos del Valle de Salinas para desarrollar una Instalación de Conversión de Desechos con el Grupo de Energía Plasco en el Relleno Sanitario Johnson Canyon. |
| 8 de noviembre | Representantes de la Autoridad, ESA y sus subcontratistas participaron en la reunión de lanzamiento para refinar y programar tareas relacionadas con la investigación y la preparación del Informe de Impacto Ambiental |
| 8 de noviembre | Sesión de preguntas y respuestas facilitado por el Grupo de Energía Plasco en el centro comunitario Canyon Creek Townhouses en Gonzales. |
| 9 de noviembre | Sesión de información para la fuerza especial de Manejo Integrado de Residuos del Condado de Monterey sobre el estado del Informe de Impacto Ambiental. |
| 9 de noviembre | Reunión celebrada por Grupo de Energía Plasco en el American Legion Hall para introducir el vicepresidente Steve Simmons a la comunidad de comercio en Gonzales. |
| 15 de noviembre | Reunión con personal de Meridian Pacific y del Grupo de Energía Plasco para definir el programa de alcance a la comunidad y negocios. |
| 17 de noviembre | Entrevista por KSMS Univisión canal 67 concerniente al proyecto de Plasco y el Informe de Impacto Ambiental. |
| 17 de noviembre | Junta del Consejo recibió comentarios del público a partir de 6 personas opuestas al Proyecto de Energía de Plasco y ver un video de YouTube por el Dr. Paul Connett, analizando cuatro cuestiones importantes relativas a la incineración. |
| 21 de noviembre | Primer informe mensual fue recibida y aceptada por el Consejo de la Ciudad de Gonzales. |
| 29 de noviembre | Discusión con el biólogo de la Universidad de California Davis sobre muestras de tejido del California Tiger Salamander y la adecuación de hábitat de las especies existentes. |
| 29 de noviembre | Presentación y responder a preguntas de los asistentes de una reunión organizada por "Di no a Plasco" en la Iglesia San Teodoro en Gonzales. |



**SALINAS VALLEY
SOLID WASTE AUTHORITY**

Report to the Board of Directors

ITEM NO. 4


Finance Manager

N/A
Legal Counsel


General Manager/CAO

Date: December 15, 2011
From: Jose Gamboa, Assistant General Manager
Title: A Resolution Approving a Two-Year Professional Services Agreement with BC. Laboratories Inc. for Groundwater Laboratory Analytical Services in an Amount not to Exceed \$65,821

RECOMMENDATION

Staff recommends that the Board adopt the resolution.

STRATEGIC PLAN RELATIONSHIP

The recommended action helps support Objective No. 4 - Enhance Existing Facilities and Public Services, Goal 4.6: Maintain Environmentally Compliant Facilities, by allowing staff to continue to monitoring each of the Authority's landfills.

FISCAL IMPACT

The adopted FY 2011-2012 budget has the necessary funding for this mandated, routine laboratory service for the first year of service. The FY 2012-2013 budget will provide funding for the second year of the contract period.

DISCUSSION & ANALYSIS

Currently, Test America Laboratories performs the groundwater monitoring testing, and their contract will expire on December 2011. The Test America two-year contract was for \$82,137. Request for Proposals were issued on the 22nd of November of 2011 and eight bids were received with the following bid results for a two-year contract:

Laboratory	Cost Proposal
BC Laboratories Inc.	\$65,821
Oilfield Environmental and Compliance	\$71,726
American Environmental Testing Laboratories	\$74,824.40
BSK Analytical Laboratories	\$75,741
Test America Laboratory	\$76,600.50
FGL Environmental	\$78,976
Moore Twining Associates	\$81,157
Calscience Environmental Laboratories	\$81,991

The proposals were evaluated based on the firm's knowledge and experience along with personnel and cost. Staff has researched the relevant experience of BC Laboratories Inc., and has found the company has extensive landfill groundwater testing experience including Riverside County and Kern County landfills and also performs laboratory services for the Regional Water Quality Control Board.

The bid results are for the routine two-year services. At times during the year, non-routine testing may be required. This additional work would be done at their quoted rates for the two-year time frame.

BACKGROUND

The Salinas Valley Solid Waste Authority is required to monitor groundwater beneath each of its landfills in accordance with Title 27 of the California Code of Regulations as well as submit quarterly and semiannual groundwater monitoring reports to the Regional Water Quality Control Board. The laboratory services must provide test results based on analytical methodology required by the Environmental Protection Agency (EPA) called "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods" established by the EPA in 1989. The Authority is required by Federal and State law to conduct groundwater laboratory testing performed by a certified agency.

ATTACHMENT(S)

1. Resolution

RESOLUTION NO. 2011 -

**A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY
APPROVING A TWO-YEAR PROFESSIONAL SERVICES AGREEMENT
WITH BC LABORATORIES INC.,
FOR LANDFILL GROUNDWATER LABORATORY ANALYTICAL SERVICES IN AN
AMOUNT NOT TO EXCEED \$65,821**

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY, that the General Manager/CAO is hereby authorized and directed for, and on behalf of the Salinas Valley Solid Waste Authority to execute a Professional Services Agreement with BC Laboratories Inc., for Groundwater Laboratory Analytical Services in an amount not to exceed \$65,821, as attached hereto and marked "Exhibit A."

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at its regular meeting duly held on the 15th of December of 2011 by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Gloria De La Rosa, President

ATTEST:

Ernesto Natera, Acting Clerk of the Board



EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN SALINAS VALLEY SOLID WASTE AUTHORITY AND BC LABORATORIES, INC.

FOR GROUNDWATER LABORATORY SERVICES

This agreement, made and entered into this 15TH day of December, 2011 by and between the Salinas Valley Solid Waste Authority, a joint powers authority organized under the laws of the State of California (hereinafter "Authority"), and BC Laboratories, Inc., a California corporation (hereinafter "Consultant").

WHEREAS, Consultant represents that it is specially trained, experienced, and competent to perform the special services which will be required by this agreement; and

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions,

NOW, THEREFORE, Consultant and Authority agree as follows:

1. Scope of Service

The project contemplated and the Consultant's services are described in Exhibit "B," attached hereto and incorporated herein by reference.

2. Completion Schedule

Consultant shall complete the consulting services described in Exhibit "B" by December 31, 2013.

3. Compensation

Authority hereby agrees to pay Consultant for services rendered to Authority pursuant to this agreement in an amount not to exceed the amount indicated in the payment schedule in, and in the manner indicated and in accordance with, Exhibit "C."

All wage scales shall be in accordance with applicable determinations made by the Director of the Department of Industrial Relations of the State of California, as provided by Article 2, Chapter 1, Division 2, Part 7 of the Labor Code of the State of California, commencing with Section 1771. In accordance with Section 1773.2 of said Labor Code, copies of the aforesaid determinations of the Director of the Department of Industrial Relations are to be on file at the Consultant's principal office. It shall be mandatory for any Contractor or Consultant to whom a contract is awarded to pay not less than the applicable prevailing wage rate to all workers employed for the execution of the Contract.

4. Billing

Consultant shall submit to Authority an itemized invoice, prepared in a form satisfactory to Authority, describing its services and costs for the period covered by the invoice. Except as specifically authorized by Authority, Consultant shall not bill Authority for duplicate services performed by more

than one person. Consultant's bills shall include the following information to which such services or costs pertain:

- A. Brief description of services performed;
- B. The date the services were performed;
- C. The number of hours spent and by whom;
- D. A brief description of any costs incurred;
- E. The Consultant's signature; and
- F. Reference to Authority's Purchase Order Number

In no event shall Consultant submit any billing for an amount in excess of the maximum amount of compensation provided in Section 3, unless authorized pursuant to Section 5 herein.

All such invoices shall be in full accord with any and all applicable provisions of this agreement.

Authority shall make payment on each such invoice within forty-five (45) days of receipt, provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this agreement, Authority shall not be obligated to process any payment to Consultant until forty-five (45) days after a correct and complying invoice has been submitted by Consultant.

5. Additional Services

It is understood by Authority and Consultant that it may be necessary, in connection with the project, for Consultant to perform or secure the performance of consulting and related services other than those set forth in Exhibit "B." Authority has listed those additional consulting services that could be anticipated at the time of the execution of the agreement as shown in Exhibit "B." If said additional services are requested by the Authority, Consultant shall advise Authority in writing of the need for additional services, and the cost of and estimated time to perform the services. Consultant shall not proceed to perform any such additional service until Authority has determined that such service is beyond the scope of the basic services to be provided by the Consultant, is required, and has given its written authorization to perform. Written approval for performance and compensation for additional services may be granted by the Authority's General Manager/Cao or his designee.

Except as hereinabove stated, any additional service not shown on Exhibit "B" shall require an amendment to this agreement and shall be subject to all of the provisions of this agreement.

6. Additional Copies

If Authority requires additional copies of reports, or any other material which Consultant is required to furnish in limited quantities as part of the services under this agreement, Consultant shall provide such additional copies as are requested, and Authority shall compensate Consultant for the actual costs of duplicating such copies.

7. Responsibility of Consultant

- A. By executing this agreement, Consultant agrees that Consultant is apprised of the scope of work to be performed under this agreement and Consultant agrees that said work can and shall be performed in a fully competent manner. By executing this agreement, Consultant further agrees and warrants to Authority that the Consultant possesses, or shall arrange to secure from

others, all of the necessary professional capabilities, experience, resources, and facilities necessary to provide the Authority the services contemplated under this agreement and that Authority relies upon the professional skills of Consultant to do and perform Consultant's work. Consultant further agrees and warrants that Consultant shall follow the current, generally accepted practices of the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the project for which the services are rendered under this agreement.

- B. Consultant shall assign a single project director to have overall responsibility for the execution of this agreement for Consultant. Tina Green is hereby designated as the project director for Consultant. Any changes in the Project Director designee shall be subject to the prior written acceptance and approval of the Authority's General Manager\CAO or authorized designee.
- C. Recent changes in State law expand the definitions of work, including testing and survey work, for which prevailing wages may need to be paid on construction projects paid for with public funds. It is the Consultant's responsibility to inform itself of, and to comply at its sole expense with, all State law requirements governing the payment of prevailing wages.

8. Responsibility of Authority

To the extent appropriate to the project contemplated by this agreement, Authority shall:

- A. Assist Consultant by placing at his disposal all available information pertinent to the project, including but not limited to, previous reports, and any other data relative to the project. Nothing contained herein shall obligate Authority to incur any expense in connection with completion of studies or acquisition of information not otherwise in the possession of Authority.
- B. Make provisions for Consultant to enter upon public and private property as required by Consultant to perform his services.
- C. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of Consultant.
- D. The Chief Administrative Officer\CAO, or authorized designee shall act as Authority's representative with respect to the work to be performed under this agreement. Such person shall have the complete authority to transmit instructions, receive information, interpret, and define Authority's policies and decisions with respect to the materials, equipment, elements, and systems pertinent to Consultant's services. Authority may unilaterally change its representative upon notice to the Consultant.
- E. Give prompt written notice to Consultant whenever Authority observes or otherwise becomes aware of any defect in the project.
- F. Furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

9. Acceptance of Work Not a Release

Acceptance by the Authority of the work performed under this agreement does not operate as a release of Consultant from professional responsibility for the work performed.

10. Indemnification and Hold Harmless

Consultant shall indemnify, defend and hold Authority and its officers, employees, or agents harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to any property, or any violation of any federal, state, or municipal law or ordinance, or other cause in connection with the negligent or intentional acts or omission of Consultant, its employees, subcontractors, or agents, or on account of the performance or character of the work, except for any such claim arising out of the sole active negligence or willful misconduct of the Authority, its officers, employees or agents. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code, and that Consultant shall at its own expense, upon written request by the Authority, defend any such suit or action brought against the Authority, its officers, agents, or employees.

Acceptance of insurance certificates and endorsements required under this agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Consultant shall reimburse the Authority for all costs and expenses (including, but not limited to, fees and charges of architects, engineers, attorneys, or other professionals, and court costs) incurred by the Authority in enforcing the provisions of this section.

Consultant's obligations in this section shall survive termination of this Agreement.

11. Insurance

A. Consultant shall, throughout the duration of this agreement, maintain comprehensive general liability and property insurance covering all operations of the Consultant, its agents and employees, performed in connection with this agreement including, but not limited to, premises and automobile.

B. Consultant shall maintain the following limits:

General Liability

Combined Single Limit Per Occurrence..... \$1 million
General Aggregate..... \$1.5 million
(The policy shall cover on an occurrence or an accident basis, and not on a claims made basis.)

Automobile Liability:

Combined Single Limit Per Occurrence..... \$1 million
(The policy shall cover on an occurrence or an accident basis, and not on a claims made basis.)

Workers Compensation..... Full Liability Coverage

Professional Errors and Omissions..... \$1 million (no more than \$50,000 deductible)

(Consultant shall not disclaim responsibility or avoid liability for the acts or omissions of its subcontractors or other professional consultants. The retroactive date of the policy must be shown and must be before the date of the agreement.)

- C. All insurance companies with the exception of Professional Errors & Omissions and worker's compensation affording coverage to the Consultant shall be required to add the Salinas Valley Solid Waste Authority, its officers, employees, and agents, as additional "insureds" by endorsement under the insurance policy and shall stipulate that this insurance policy will operate as primary insurance for the work performed under this agreement and that no other insurance affected by the Authority or other named insured will be called upon to contribute to a loss covered thereunder. The policy shall contain no special limitations on the scope of protection afforded to Authority, its officers, employees, or agents.
- D. All insurance companies affording coverage to the Consultant shall be insurance organizations authorized by the Insurance Commissioner to transact the business of insurance in the State of California.
- E. All insurance companies affording coverage shall issue an endorsement to their policy, committing them to provide thirty (30) days written notice by certified or registered mail to the Salinas Valley Solid Waste Authority should the policy be canceled or reduced in coverage before the expiration date. For the purposes of this notice requirement, any material change prior to expiration shall be considered cancellation.
- F. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the Authority, concurrently with the submittal of this agreement. A statement on the insurance certificate which states that the insurance company will endeavor to notify the certificate holder, "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" does not satisfy the requirements of subsection (E) herein. The Consultant shall ensure that the above-quoted language is stricken from the certificate by the authorized representative of the insurance company. The insurance certificate shall also state the unpaid limits of the policy.
- G. Consultant shall provide substitute certificate of insurance no later than thirty (30) days prior to the policy expiration date. Failure by the Consultant to provide such a substitution and extend the policy expiration date shall be considered default by Consultant.
- H. Maintenance of insurance by the Consultant as specified in the agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatever and the Consultant may carry, at its own expense, such additional insurance as it deems necessary.

12. Access to Records

Consultant shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials including but not limited to calculation and survey notes relating to work performed for Authority under this agreement on file for at least three (3) years following the date of final payment to Consultant by Authority. Any duly authorized representative(s) of Authority shall have access to such records for the purpose of inspection, audit, and copying at reasonable times during Consultant's usual and customary business hours. Consultant shall provide proper facilities to Authority's representative(s) for such access and inspection.

13. Assignment

It is recognized by the parties hereto that a substantial inducement to Authority for entering into this agreement was, and is, the professional reputation and competence of Consultant. This agreement is personal to Consultant and shall not be assigned by it without the prior express written approval of Authority. If the Consultant is a corporation or other business entity, a change of control (meaning a transfer of more than 20% of the voting stock or equity interest in the entity) shall constitute an

assignment requiring the Authority's prior consent.

Authority may assign this agreement, and its assignee shall have all of the rights, and be subject to all of the obligations, of Authority hereunder, and whenever an officer of Authority is referred to in this agreement, then the representative of the assignor exercising similar duties shall be deemed to be the person referred to.

14. Changes to Scope of Work

Authority may at any time and, upon a minimum of ten (10) days written notice, seek to modify the scope of basic services to be provided under this agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify Authority in writing. The rate of compensation shall be based upon the hourly rates shown in Exhibit "C" of this agreement. Upon agreement between Authority and Consultant as to the extent of said impacts to time and compensation, an amendment to this agreement shall be prepared describing such changes.

Execution of the amendment by Authority and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

15. Compliance with Laws, Rules, and Regulations

Services performed by Consultant pursuant to this agreement shall be performed in accordance and full compliance with all applicable federal, state, and local laws and any rules or regulations promulgated thereunder.

16. Licenses

If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its employees, agents, or subcontractors by federal or state law, Consultant warrants that such license has been obtained, is valid and in good standing, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

17. Fiscal Considerations

The parties to this Agreement recognize and acknowledge that Authority is a political subdivision of the entities which it represents. As such, Authority is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of Authority business, Authority will adopt a proposed budget for a given fiscal year.

In addition to the above, should the Authority during the course of a given year for financial reasons reduce, or order a reduction, in the budget for which services were agreed to be performed, pursuant to this paragraph in the sole discretion of the Authority, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

18. Interest of Public Official

No official or employee of Authority who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of Authority have any interest, direct or indirect, in this Agreement or the proceeds thereof.

19. Withholding (Form 730)

In accordance with changes in Internal Revenue Law, OASDI (Old Age, Survivors, & Disability Insurance) and income taxes may be withheld from any payments made to Consultant under the terms of this Agreement if Consultant is determined by the Authority not to be an independent contractor.

20. California Residency (Form 590)

All independent Consultants providing services to the Authority must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Consultant will be required to submit a Form 590 prior to execution of this agreement or Authority shall withhold seven (7) percent of each payment made to the Consultant during the term of this agreement. This requirement applies to any agreement/contract exceeding \$600.00.

21. Tax Payer Identification Number (Form W-9)

All independent Consultants or Corporations providing services to the Authority must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

22. Independent Contractor

It is expressly understood and agreed by both parties that Consultant, while engaged in carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and not an employee of the Authority. Consultant expressly warrants not to represent, at any time or in any manner, that Consultant is an employee, agent, or servant of the Authority.

23. Exhibits Incorporated

All exhibits referred to in this agreement and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between any of the terms of the agreement and any of the terms of any exhibit to the agreement, the terms of the agreement shall control the respective duties and liabilities of the parties.

24. Integration and Amendment

This agreement represents the entire understanding of Authority and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or affect with respect to those matters contained herein. No prior oral or written understanding shall be of any force or affect with respect to those matters covered in it. This agreement may not be modified or altered except by amendment in writing signed by both parties.

25. Jurisdiction

This agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this agreement shall be in the State of California in the County of Monterey.

26. Severability

If any part of this agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void in so far as it is in conflict with said laws, but the remainder of the agreement shall continue to be in full force and effect.

27. Notice to Proceed; Progress; Completion

Upon execution of this agreement by both parties, Authority shall give Consultant written notice to proceed with this work. Such notice may authorize Consultant to render all of the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, Authority shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant shall diligently proceed with the work authorized and complete it within the agreed time period specified in said notice.

28. Ownership of Documents

Title to all documents, drawings, specifications, data, reports, summaries, correspondence, photographs, computer software, video and audio tapes, and any other materials with respect to work performed under this agreement shall vest with Authority at such time as Authority has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared. Authority agrees to hold harmless and indemnify the Consultant against all damages, claims, lawsuits, and losses of any kind including defense costs arising out of any use of said documents, drawings, and/or specifications on any other project without written authorization of the Consultant.

29. Subcontractors

Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the work to be performed under this agreement. Consultant shall be responsible to Authority for the actions of persons and firms performing subcontract work. The subcontracting of work by Consultant shall not relieve Consultant, in any manner, of the obligations and requirements imposed upon Consultant by this agreement. All subcontractors shall comply with the insurance requirements in Section 11 as if they were the Consultant.

30. Dispute Resolution

A. MEDIATION

In the event of any dispute, claim, or controversy among the parties arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, the parties shall submit the dispute to the Judicial Arbitration and Mediation Service (JAMS) for non-binding mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The mediation shall take place in Salinas, California. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are and shall be, confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within 30 days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), either party may submit the dispute, claim or controversy to binding arbitration as provided in this Agreement. The mediation may continue, if the parties so agree, after the appointment of the

arbitrators. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

B. ARBITRATION

Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration in Salinas, California before three arbitrators. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The provisions of California Code of Civil Procedure, section 1283.05, as well as any amendments or revisions thereto, are incorporated into this agreement. Depositions may be taken and discovery may be obtained in any arbitration under this agreement in accordance with said statute or any amendment thereto. Judgment on the arbitrator's award may be entered in any court having jurisdiction. This clause shall not preclude any of the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrators may, in the award, allocate to the prevailing party all or part of the costs of the arbitration, including the fees of the arbitrator, the reasonable attorneys' fees and expert witness fees of the prevailing party. This arbitration clause is subject to the limitation in subsection C below.

C. CLAIMS AGAINST THE AUTHORITY; STATUTE OF LIMITATIONS

Any claims for relief against the Authority shall be subject to the claims requirements of Government Code Section 905 *et seq.* and the Authority's Ordinance Code Article 3.04 and must be submitted to arbitration within the applicable statutes of limitations governing civil actions in California, or will otherwise be barred. The arbitrators shall be without jurisdiction to hear or determine claims barred by the statute of limitations. This provision shall be enforced by the Superior Court of Monterey County or any other court of competent jurisdiction.

31. Termination

A. In the event that it is determined by the Authority to terminate this agreement, the Authority:

1. Shall give Consultant written notice that in the Authority's opinion the conduct of the Consultant is such that the interests of the Authority may be impaired or prejudiced, or
2. Upon written notice to Consultant, may for any reason whatsoever, terminate this agreement.

B. Upon termination, Consultant shall be entitled to payment of such amount as fairly compensates Consultant for all work satisfactorily performed up to the date of termination based upon hourly rates shown in Exhibit "C," except that:

- I. In the event of termination by the Authority for Consultant's default, Authority shall deduct from the amount due Consultant the total amount of additional expenses incurred by Authority as a result of such default. Such deduction from amounts due Consultant are made to compensate Authority for its actual additional cost incurred in securing satisfactory performance of the terms of this agreement, including but not limited to, costs of engaging other consultants for such purposes. In the event that such additional expenses shall exceed amounts otherwise due and payable to Consultant hereunder, Consultant shall pay Authority the full amount of such expense. In the event that this agreement is terminated by Authority for any reason, Consultant shall:

- (a) Upon receipt of written notice of such termination promptly cease all services on this project, unless otherwise directed by Authority; and
 - (b) Deliver to Authority all documents, data, reports, summaries, correspondence, photographs, computer software, video, and audiotapes, and any other materials provided to Consultant or prepared by or for Consultant or the Authority in connection with this agreement. Such material is to be delivered to Authority whether in completed form or in process; however, notwithstanding the provisions of Section 23 herein, Authority may condition payment for services rendered to the date of termination upon Consultant's delivery to the Authority of such material.
- C. In the event that this agreement is terminated by Authority for any reason, Authority is hereby expressly permitted to assume this project and complete it by any means, including but not limited to, an agreement with another party.
- D. The rights and remedy of the Authority provided by under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this agreement.

32. Audit and Examination of Accounts

- A. Consultant shall keep and will cause any assignee or subcontractor under this agreement to keep accurate books of record in account, in accordance with sound accounting principles, which records pertain to services to be performed under this agreement.
- B. Any audit conducted of books and records and accounts shall be in accordance with generally accepted professional standards and guidelines for auditing.
- C. Consultant hereby agrees to disclose and make available any and all information, reports, or books of records or accounts pertaining to this agreement to Authority and any local, State or Federal government that provides support funding for this project.
- D. Consultant hereby agrees to include the requirements of subsection (B) above in any and all contracts with assignees or consultants under his agreement.
- E. All records provided for in this section are to be maintained and made available throughout the performance of this agreement and for a period of not less than three (3) years after full completion of services hereunder, except that any and all such records which pertain to actual disputes, litigation, appeals, or claims shall be maintained and made available for a period of not less than three (3) years after final resolution of such disputes, litigation, appeals, or claims.

33. Extent of Agreement

This agreement represents the entire integrated agreement between Authority and Consultant and supersedes all prior negotiations, representations, understandings, or agreements between the parties either written or oral.

34. Notices

A. Written notices to the Authority hereunder shall, until further notice by Authority, be addressed to:

Via Mail

Salinas Valley Solid Waste Authority
Attn: Mr. R. Patrick Mathews,
General Manager/CAO
P.O. Box 2159
Salinas, CA 93902-2159

Hand Delivered

Salinas Valley Solid Waste Authority
Attn: Mr. R. Patrick Mathews,
General Manager/CAO
128 Sun Street Ste. 101
Salinas, CA 93901

B. Written notices to the Consultant shall, until further notice by the Consultant, be addressed to:

Tina Green
BC Laboratories, Inc.
4100 Atlas Ct.
Bakersfield, CA 93308

C. The execution of any such notices by the Chief Administrative Officer or authorized designee of the Authority shall be effective as to Consultant as if it were by resolution or order of the Authority Board, and Consultant shall not question the authority of the Chief Administrative Officer or authorized designee to execute any such notice.

D. All such notices shall either be delivered personally to the other party's designee named above, or shall be deposited in the United States Mail, properly addressed as aforesaid, postage fully prepaid, and shall be effective the day following such deposit in the mail.

35. Nondiscrimination

During the performance of this agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years), or disability. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years), or disability.

36. Conflict of Interest

Consultant warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this agreement a violation of any applicable state, local, or federal law. Consultant further declares that, in the performance of this agreement, no subcontractor or person having such an interest shall be employed. In the event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify Authority of the existence of such conflict of interest so that Authority may determine whether to terminate this agreement. Consultant further warrants its compliance with the Political Reform Act (Government Code section 81000 *et seq.*) that apply to Consultant as the result of Consultant's performance of the work or services pursuant to the terms of this agreement.

37. Headings

The section headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this agreement.

38. Multiple Copies of Agreement

Multiple copies of this agreement may be executed but the parties agree that the agreement on file in the office of the Clerk of the Authority Board is the version of the agreement that shall take precedence should any differences exist among counterparts of the documents.

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement on the date first above written.

SALINAS VALLEY SOLID WASTE AUTHORITY:

APPROVED AS TO FORM:

Dated: _____

Dated: _____

R. Patrick Mathews
General Manager/CAO

Thomas M. Bruen
Authority General Counsel

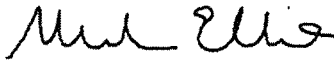
ATTEST:

Elia Zavala
Clerk of the Board

CONSULTANT:

BC Laboratories, Inc.

Company Name



Signature

Dated: 12/08/11

Mark Ellis

Printed Name

Business Development Dir.
Title

Attachments:

- Exhibit B Scope of Services
- Exhibit C Consultant's Fee Schedule

SECTION 2: DESCRIPTION OF PROPOSED SCOPE of the TASK**I. Project Coordination**

BCL will designate Tina Green as the Project Manager for Salinas Valley Solid Waste Authority (SVSWA). Ms. Green has been with BCL for more than fifteen years, and as one of her duties handles the many projects we receive from Geo-Logic Associates, your current consultant. She has built a strong working relationship with them as well as all her other clients, and has in the past acted as the Project Manager to SVSWA when BCL was performing these same services. Her knowledge, understanding, and experience provides for a seamless transition.

Ms. Green will be responsible for initiating frequent communications and day-to-day activities with SVSWA and Geo-Logic personnel. These duties will include scheduling analyses, shipping sample supplies, reporting, EDD's, invoicing, and courier services.

Any problems observed during the sample receipt will be communicated to SVSWA verbally and by fax or e-mail transmission within 24 hours of discovery.

BCL will additionally provide an alternate Project Manager in case the designated project manager is not available.

II. Sample Containers

The designated project manager will enter all pertinent information obtain from SVSWA into LIMS (Laboratory Information Management System). The sample labels can be customize (project name, method, preservatives, etc.) according to specific project plans. Custody seals will be used to assure tampering of samples has not taken place before submission to the laboratory.

BCL will provide SVSWA sample containers, including information on preservation and constituents that will be run from that container. Shipping material such as bottle sleeves, ice chests, chain of custody seals, DI water for field blanks and laboratory prepared travel blanks will be delivered a minimum of 48 hours prior to each sample event to the SVSWA personnel. BCL will provide preprinted chain of custody matching the sample container order to aid in the sample collection process.



III. Delivery / Courier Services

Delivery of sampling supplies and sample pickups will be performed collectively by BCL's in-house couriers and/or our local service centers in San Jose, Modesto, and Fresno. Daily sample pickups will be arranged with SVSWA's personnel for timely courier pickup and return to laboratory. BCL will provide SVSWA cell phone numbers on which SVSWA personnel can contact BCL couriers (or project manager) for rapid communication in the event of any changes that might occur during daily sampling event.

IV. Laboratory Analysis

The analysis summarized on Table 5 will be prepared, extracted, and analyzed in accordance with the requested EPA testing methods within the holding times consistent with SW-846 (Table 2-36) or acceptable to the RWQCB. All analyses will be analyzed in accordance with BCL's Quality Assurance Program Plan to include at a minimum:

- Travel blanks, daily
- Field blanks, daily
- Equipment blanks, as needed, as determined by the groundwater sampling contractor
- Groundwater duplicates, 1 for every 10 groundwater samples
- Calibration checks, daily
- Laboratory duplicates, 1 for every 10 groundwater samples
- Matrix spike/matrix spike duplicates (MS/MSDs), 1 set for every 10 groundwater samples
- Laboratory control samples (LCS), 1 set every 10 groundwater samples
- Second column confirmation for all detections of organic chemicals.

BCL will analyze for Volatile Organic Compounds reporting 47 compounds stated in Appendix 1 of 40CFR part 258, as well as any other tentatively identified compounds (TIC's) noted on the chromatogram. Some sites will have "Site Specific" inorganic compounds analyzed as listed in the RFP (Tables 1B, 2B, 3B, 4B) differing from the 16 listed in Appendix I of 40CFR Part 258. Constituents of Concern (COC) sample suites will be analyzed for all constituents listed in Appendix II 40CFR Part 258 plus the additional metals listed and as stated in the RFP monitoring parameter tables, and SVOC's for the constituents listed in Appendix I of 40CFR Part 258 along with phenols and phthalate esters per this RFP.

TURNAROUND TIME AND RUSH CHARGES

An electronic analytical data summary (spreadsheet format) will be forwarded via e-mail to the SVSW and its groundwater reporting contractor within 10 calendar days of sample receipt.

Standard Turnaround time for all analyses is 10 working days unless otherwise requested. The following surcharges apply for analytical reporting requests shorter than the 10 day standard turnaround time.

- 24 hour turnaround.....100% surcharge
- 48 hour turnaround.....50% surcharge
- 3-5 day turnaround.....25% surcharge

Ability to Meet Delivery Times

BCL commits to our clients the best combination of quality, service, pricing and turnaround time by combining the use of the latest and most advanced analytical equipment and Laboratory Information Management System (LIMS). Our team of highly dedicated employees takes the following steps to provide our clients with "ON-TIME" delivery of each analytical report.

- Sample Pickup/Deliver – is accomplished by the use of BCL's dedicated in-house courier service, equipped with cellular phone (for communication with clients and BCL project managers) and well-maintained vehicles to assure your sample are expeditiously transported from the site to our laboratory.
- Service Centers – in Northern California (San Jose, Modesto, and Fresno) and Southern California (Encino and Diamond Bar) to support our in-house courier service. On everyday basis, BCL lab courier transport samples statewide to the laboratory.
- Sample Extraction – Redundant extraction equipment and cross-trained sample preparation technicians combined with LIMS tracking of samples to provide BCL clients with consistent holding time compliance
- Sample Analyses – The combination of redundant equipment, LIMS tracking of samples ready for analysis and dedicated staff to specific methodology, samples are completed and data gets uploaded to the LIMS for reporting purposes.
- Analytical Reporting – New Laboratory Information Management System (LIMS) which offers accurate sample tracking, flexibility in reporting (including various versions of customer specific EDD, EDT, Geotracker EDF) and web based downloading client's result from our secure BCLabNet site.
-



- Multi-Tier QA/QC Reporting – Ranging from our basic report (Cover letter to include: customer information, description of samples, tests, and disposal information. Analytical report to include customer information, sample description, detection limits, units and methods) to our CLP like report to include: case narrative and all project specific reportable and raw data.

V. ANALYSIS DOCUMENTATION

All sample analysis documentation will be provided to the SVSWA and its groundwater reporting contractor within 21 days of sample receipt. All documentation will be submitted in electronic formats, including EDF files for uploading to the State Geotracker database. Reporting will meet the requirements of the State Water Resources Control Board Resolution 93-62 and 40 CFR Part 258.54 and will be provided in electronic data (spreadsheet format) and written documentary format. At a minimum, reports will include all of the following:

- Case Narrative to include discussion of any relevant analytical problems and/or observations.
- Documentation of the analytical methods performed
- Method detection limits, practical quantitation limits, analytical results, and surrogate recovery results for each groundwater sample. J flagging "Trace Results" (detection between PQL and MDL) and quantifying such results.
- Analytical results for method blanks, MS/MSDs, LCSs, and laboratory duplicates.
- Calculation of precision (RPD) for duplicates and LCS, as well as accuracy (R %) for MS/MSDs and surrogates.

Completed analytical documentation will be maintained for a minimum of six years and will be made available to SVSWA, upon request.

Quality Control

All samples received at BC Laboratories are subject to the standards of a rigorous quality control program. Samples are run in duplicate to calculate relative percent differences. Spikes are incorporated to check accuracy of methodology and EPA check standards are employed to verify initial calibration curves. All results and quality control data are reviewed by our full time Quality Assurance Coordinator and department supervisors.

BCL Quality Assurance objectives are set to provide the metrics necessary to assess and ensure the quality of generated data. Laboratory Quality Assurance objectives will be accomplished by applying EPA method acceptance criteria and laboratory internal controls for QC parameters including preparation blanks, surrogates, spikes duplicates and laboratory control samples. Participation in various audit studies, and our standard



internal and external reviews will be used to verify the adequacy of the quality objectives. Laboratory data quality will be quantitatively assessed for accuracy, precision and respective method limitations. Qualitative assessment will be conducted through comparability, representativeness and completeness studies.

Performance Audits

As part of our State and Federal certification processes, BCL is required to participate in various proficiency testing studies to insure that both instruments and analysts are accurate and consistent.

In order to validate BCL method performance accuracy and comparability to standards of the environmental laboratory industry, a program of external and internal performance evaluations must be incorporated into the Quality Program. Comparability studies are through external PE sample analyses, while internal assessments are conducted to validate and maintain control of the analytical systems.

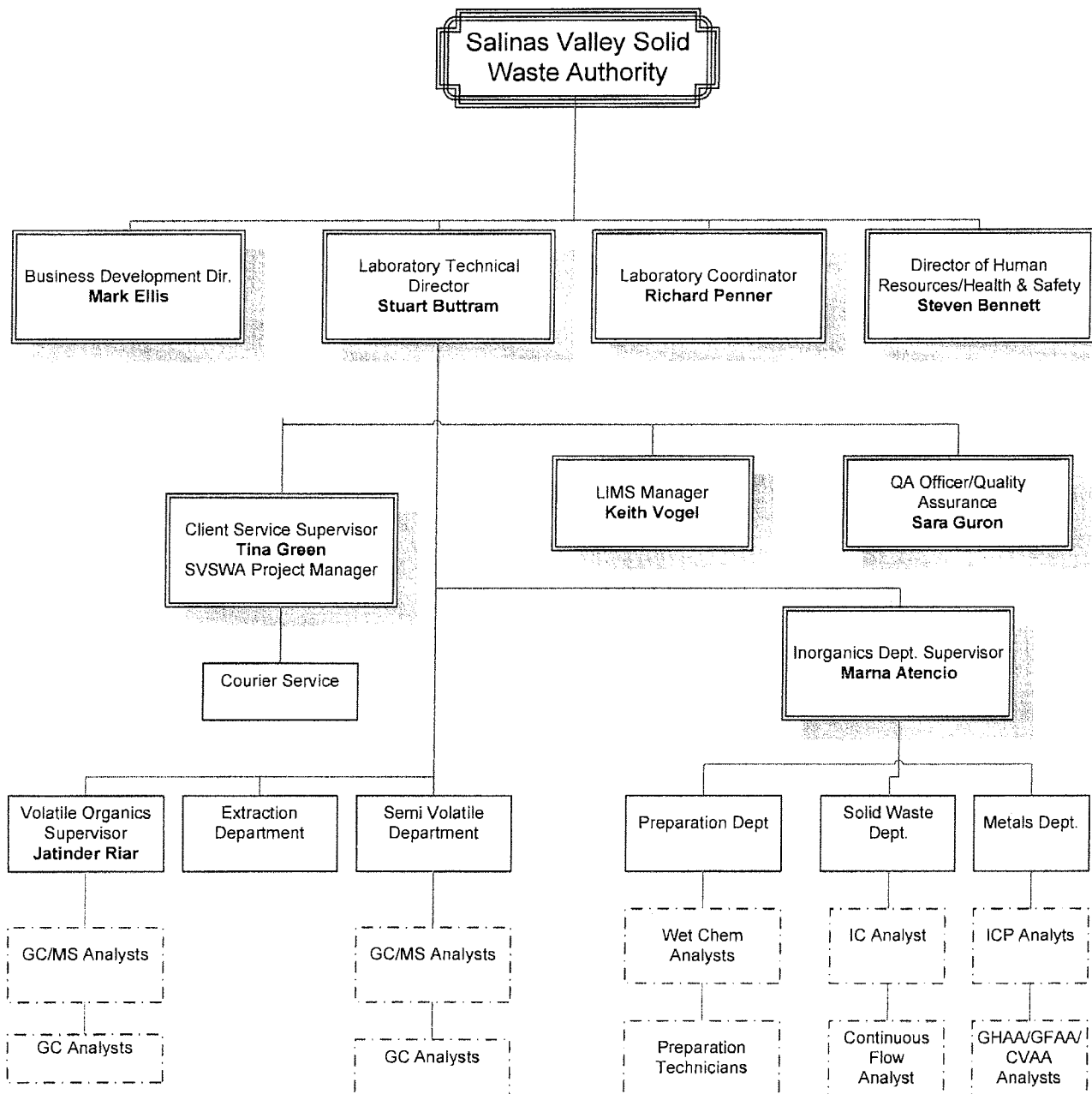
BCL is involved in 1.) the Absolute Standards Water Supply and Water Pollution performance evaluation studies, 2) NPDES DMR PE studies, 3) a program of PE samples for soil matrices through Absolute Standards, 4) an internal PE sample assessment purchased standards from Absolute Standards. 5) ERA Microbiology Evaluation Study and 6) Mixed Analyte Performance Evaluation Program.

Method detection limit (MDL) studies will be performed annually as described in 40 CFR 136 Appendix B. Practical quantitation limits will be determined as a concentration approximately three to five times the standard deviation of the low level spikes used for the method detection limit study.

VI. INVOICING

BCL will submit invoices to SVSWA on a monthly basis. Invoices will include landfill site, purchase order number, summary of past and outstanding invoices, and estimate the remaining funds in the current purchase orders, and include a copy of the associated "chain of custody" forms.

Laboratory Team Organizational Chart



SECTION 4: PERSONNEL

Name and location where the project work is to be performed:

BC Laboratories, Inc.
4100 Atlas Court
Bakersfield, CA 93308
800-878-4911
www.bclabs.com

BC Laboratories, Inc. has expanded its facility to meet the demands of increasing workloads. In addition, we increased our staff to 87 employees, including chemists, analysts, field technicians, and office personnel

Laboratory Personnel

Stuart Buttram

Technical Director

800-878-4911 ext. 240

stuart@bclabs.com

24 years with BC Laboratories

Duties:

- Work with departmental managers to maximize productivity while improving quality on a daily basis
- Run the environmental laboratory in a safe, secure manner, and motivate employees to work at a high level productivity while contributing to the overall success of the laboratory.
- Supervision of all organic analysts and inorganic personnel.
- Methods consultation.
- Data review.

Education:

- B.S. Chemistry, California Polytechnic State University, 1987.

Pertinent Experience:

- 2001 – Present: Technical Director
- 1991 - 2000: Organic Department Supervisor responsible for organization, production, and quality control. Backup GC and GC/MS analysis.
- 1988 - 1991: Analyst in the GC/MS Department for Volatiles and Semi-volatiles by EPA Methods 524/624/8240/8260 and 525/625/8270, finishing as group leader of the GC/MS Department.
- 1988 - GC Analyst for PCB's and Pesticides.
- 1987-1988: Organic extraction work for semi-volatiles, Pesticide residue, Fuel Residue and PCB's.

Richard Penner

Laboratory Coordinator

800-878-4911 ext. 254

rlp@bclabs.com

20 years with BC Laboratories

30 years Total Laboratory Experience

Duties:

- Program management and operations director.
- Final report approval.
- Resource person for laboratory personnel.
- Assist client service teams with reporting results in nonstandard formats and electronic deliverables.
- Work with Technical Director, Supervisors, and Team Leaders to direct activities in the analytical portion of the lab.
- Train in the use of LIMS.
- Assist LIMS Manager in development of new features or refine existing features of the LIMS.
- Maintain MDL, PQL and validation parameters in the LIMS.

Education:

- BA in Natural Science, Fresno Pacific College 1973

Pertinent Experience:

- BC Laboratories, Inc., 2001 – Present: Laboratory Coordinator
- BC Laboratories, Inc., 1997 – 2001: LIMS Assistant, Assist LIMS Manager with issues relating to generation of analytical report formats.
- BC Laboratories, Inc., 1991 – 1997: Metals Department Supervisor, Responsible for the day-to-day operation of the metals analyst and metals preparation technicians.
- Zalco Laboratory, 1985 – 1991 Laboratory Director, Responsible for the daily operation of the environmental laboratory and supervision of departmental managers. Work with departmental managers to maximize productivity while improving quality on a daily



basis. Run the environmental laboratory in a safe, secure manner, and motivate employees to work at a high level productivity while contributing to the overall success of the laboratory

- Hornkohl Laboratory, 1973 - 1985 Chemist, Responsible for running various wet chemistry analysis, preparation of metals and analysis of metals using AA and GFAA.

Steven Bennett

Director of Human Resources/Health and Safety Coordinator

800-878-4911 ext. 251

steveb@bclabs.com

21 years with BC Laboratories

Duties:

- Manage an effective operation to insure the attainment of the Company's goals and objectives to provide quality service to both internal and external clients.
- Provide leadership, by example, establishing and maintaining quality standards. In conjunction with the Department Managers, hire,
- Counsel, discipline, terminate, provide training and monitor performance of those reporting to the Department Managers.
- Employee Health Benefits Director.
- Maintain employee timecard and payroll information.
- 401K Plan Administrator.
- Review all performance evaluation forms for all employees.
- Responsible for all aspects of BC Laboratories, Inc. Safety Program including Chemical Hygiene Plan, Injury and Illness Prevention
- Program, Fire Prevention Plan, Waste Disposal Practices, Respiratory Protection Plan, Substance Abuse Testing Program, and
- Employee Safety Manual.
- Laboratory Training Coordinator.

Education:

- B.S. Biology, California State University Bakersfield, 1989

Pertinent experience:

- BC Laboratories, Inc, 2005 – Present: Director of Human Resources
- BC Laboratories, Inc, 2001 – Present: Health and Safety Coordinator
- BC Laboratories, Inc, 2002 – 2005: Semi-volatile Organics Supervisor
- BC Laboratories, Inc, 2000 – 2002: Team Leader, Semi-volatile Organics
- BC Laboratories, Inc, 1994 – 2000: Semi-volatile GC/MS Operator for EPA Methods 525, 625, and 8270
- BC Laboratories, Inc, 1992 – 1994: Semi-volatiles GC Operator for EPA Methods 8015m Diesel and extractable fuels
- BC Laboratories, Inc, 1990 – 1992: Wet-chemistry technician for various automated continuous flow colorimetric analysis

Jatinder Riar
Volatile Organic Department Supervisor
800-878-4911 ext. 249
jatinder@bclabs.com
16 years with BC Laboratories

Duties:

- Supervision of all volatile organic personnel (GC and GC/MS)
- Analysis approval (Data Review)
- Supervise training of all volatile organic personnel
- Method Development

Education:

- B.S. Chemistry, Biology Guru Nanak Dev University, India, 1985

Pertinent Experience:

- BC Laboratories, Inc, 2004 – Present: Volatile Organics Supervisor
- BC Laboratories, Inc, 2001 – 2004: Analyst II, Volatile GC/MS Operator for EPA Methods 524, 624, 8240 and 8260
- BC Laboratories, Inc, 1996 – 2001: Analyst I, ICP Operator for EPA Methods 6010, 200.7 analysis for metals in the Inorganics Department.
- BC Laboratories, Inc, 1995 – 1996: Analyst I GFAA Operator for EPA Methods 7000 Series, 2xx.x Series, for trace metals in Inorganics Department.

Marna Atencio
Inorganic Department Supervisor
800-878-4911 ext. 220
marna@bclabs.com
39 years with BC Laboratories

Duties:

- Supervisor of all metals analyst and metals preparation technicians.
- Inorganic methods consultation.
- Supervision of Wet Chemistry analysts.
- Supervision of Solid Waste analysts conducting miscellaneous tests.
- Data Review.

Education:

- B.S., Animal Husbandry, University of California, Davis, 1972

Pertinent Experience:

- BC Laboratories, Inc., 1972 - Present: Inorganic Department Supervisor responsible for organization, production and quality control in metals department.

Sara Guron

Quality Assurance Officer

800-878-4911 ext. 288

sguron@bclabs.com

11 years with BC Laboratories

20 years Total Laboratory Experience

Duties:

- Development and maintenance of QAPP.
- Management of internal audits programs.
- SOP development and maintenance.
- Correspondence with clients concerning audit results.
- Data Validation.

Education:

- B.A., Biological Sciences, California State University, Sacramento, 1993

Pertinent Experience:

- BC Laboratories, Inc., 2004 - Present: Quality Assurance Officer.
- BC Laboratories, Inc., 2000 - 2004: QA Specialist, Monitor laboratory equipment, refrigerator, incubators, ovens, thermometers, glassware and report finds to QA Officer. Generate QA charts and inform QA Officer of normalities, process data from analyses and generate QA reports.
- BC Laboratories, Inc., 2000: Analyst I, GC Operator for the analysis of soil and water EPA Methods 8015M, 8020, and 8021.
- Greenhouse Exotics, Inc., 1996-1998: Assistant Manager, duties included general office and account.
- BSK & Associates Analytical Laboratory, 1996-1998: QC Analyst, review analytical runs to determine quality, verify results, prepare
- Control charts, review final reports, and procurement laboratory supplies.
- Madera Enterprises, Inc., 1991-1992: Laboratory Technician, Miscellaneous analytical methods and quality control duties.

Tina Green**Client Service/ Field Service Manager: Tina Green**

800-878-4911 ext. 204

tina@bclabs.com

18 years with BC Laboratories**Duties:**

- Communication between client and laboratory staff
- Project organization and maintenance
- Field service and courier scheduling
- Organizing sample container orders
- Data /Report review

Education:

- General Education, Bakersfield College 1991 - 1992/ 1996 – 1997
- X-ray Technician, Central California Schools, San Luis Obispo Ca., Certificates in Extremities and Torsoskeletal, March 1996

Pertinent Experience:

- BC Laboratories, Inc., 2000 - Present: Client/Field Service Manager, Responsible for the supervision of day-to-day operations of Client Services and Field Service departments. Works closely with priority clients to guide them through the laboratory processes.
- BC Laboratories, Inc., 1997 – 2000: Project Coordinator, Responsible for client contacts, act as liaison between clients and analytical staff.
- BC Laboratories, Inc., 1993 – 1997: Lead Sample Receiving Technician, Responsible for receipt of samples, acknowledgement of chain of custody, completion of cooler receipt forms and distribution of samples. Oversee Login Department in the absence of supervisor.
- BC Laboratories, Inc., May of 1993 – July of 1993: Container Preservation Technician, Responsible for completing bottle orders, reagent/preservative preparation, container cleaning and preparation, shipping, and accepting samples.

Keith Vogel**LIMS Manager**

800-878-4911 ext. 210

kvogel@bclabs.com

25 years with BC Laboratories**29 years Total Laboratory Experience**

Duties:

- LIMS development, modification and maintenance
- LIMS training
- Data report formatting
- Electronic data archiving and security
- Electronic data deliverables
- LIMS equipment and supply approval
- Delegate quality improvement of processes

Education:

- B.S. in Agriculture, California Polytechnic University, San Luis Obispo, California 1982

Pertinent Experience:

- BC Laboratories, Inc., 1991- Present: LIMS Manager; Responsible for development, modification and maintenance of LIMS
- BC Laboratories, Inc., 1986 – 1991: Hazardous Waste Department Manager; Responsible for Organization, production and quality control in hazardous waste department. LIMS development and programming, contact person for electronic data transfer.
- Agriculture Technical Services, 1982 – 1986: Atomic Absorption Analyst: Responsible for analysis of water and soil extracts for cations and metals. During is last year at ATS he was laboratory director and responsible for the all laboratory processes.

SECTION 5 and 6: TEAM EXPERIENCE AND REFERENCES**1. Riverside County**

14310 Frederick St.
Moreno Valley, CA 92553
Panda Workman
Tel: 951-486-3261
Email: pworkman@co.riversideca.us

Project Duration: 2008 – Present

SCOPE:

Provide water, and soil samples collected from various Class III landfills located within Riverside County. The landfills are located within three Regional Water Quality Control Boards (RWQCBs): Santa Ana, San Diego, and Colorado River Regions. BC Laboratories is also solely responsible for uploading all requisite Laboratory information to the Geo-Tracker website, in the format and manner specified by the State Water Sources Control Board and/or local Regional Water Quality Control Board.

2. SCS Engineers

3117 Fite Circle #108
Sacramento, CA 95827
Nicole Fox
Tel: 916-361-1297 ext. 23
Email: nmurphy@scseng.com

Project Duration: 2007 – Present

SCOPE:

Providing a wide variety of laboratory services including volatile organic compounds, heavy metal analysis, petroleum hydrocarbons, and air analysis for various landfills located in California.

3. Geologic Associates

1831 East Commerce Center
San Bernardino, CA 92408



Michael D. Reason
Tel: 909-383-8728
Email: mdreason@geo-logic.com

Project Duration: 1994 – Present

SCOPE:

Provide analytical services for the County of San Bernardino Water Quality Monitoring and Response Program for Team B Engineering Section Landfills and Disposal Sites.

4. Kern County Waste Management Department

2700 M St. Suite 500
Bakersfield, CA 93301
Bonnie Christie
(661) 862-8934
Email: bonniec@co.kern.ca.us

Project Duration: 1993 – Present

SCOPE:

To provide analytical testing required under various regulations. The regulations include the California Code of Regulations, Title 27, Division 2 (SWRCBICIWMB regulations); the Code of Federal Regulations, 40 CFR Parts 257 and 258 (Subtitle D - Solid Waste Disposal Facility Criteria); the Code of Federal Regulations, 40 CFR Part 122 (National Pollution Discharge Elimination System); the Code of Federal Regulations, 40 CFR-Parts 51, 52, and 60 (NSPS) for the KCWMD Monitoring Programs at the County's active and inactive landfills, closed burn dumps, and other types of facilities.

5. Regional Water Quality Control Board

895 Aerovista Place, Suite 101
San Luis Obispo, CA 93401
Mary Adams
(805) 542-4768
Email: mary@rb3.swrcb.ca.gov

Project Duration: 1995 – Present

Scope:

Provide to the State Water Resources Control Board (Central Coast) laboratory analyses and related services for water, wastewater, sediment and soil.



SECTION – 7: EXCEPTIONS / ALTERNATES / CLARIFICATIONS

- ITEM 1.** Replacement of EPA Method 413.2 (Oil & Grease) with equivalent EPA Method 1664

- ITEM 2.** Replacement of EPA Method 415.1 (Perchlorate) with EPA Method 314.0

- ITEM 3.** Replacement of EPA Method 314.0 (Total Organic Carbon) with EPA Method 415.1

- ITEM 4.** BCL will provide with "All Electronic Data Deliverables including Geo Tracker data ready to up-load to CRWQCB database at no cost to SVSWA

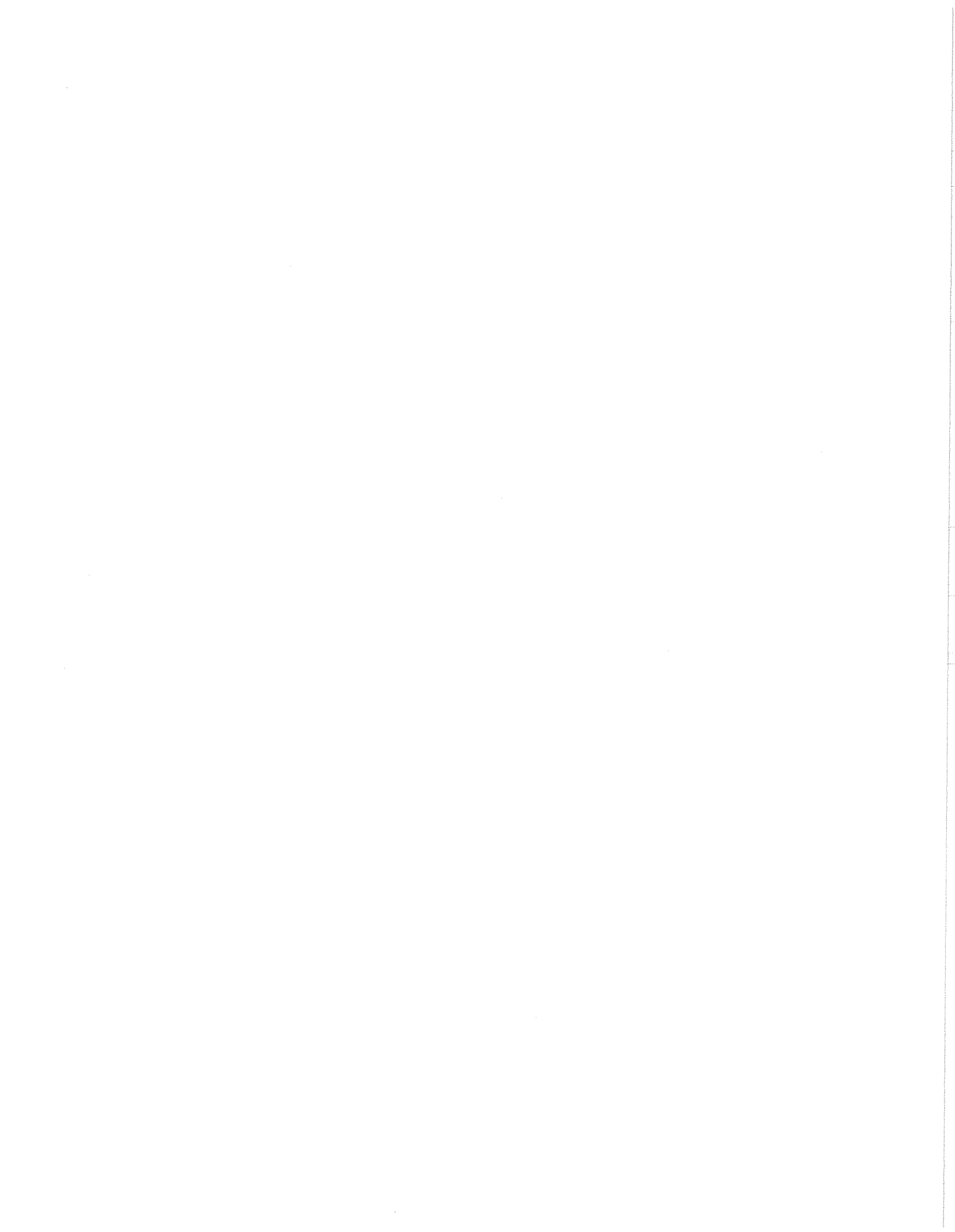
Each method replacements are all acceptable by CRWQCB, CDWR, Cal DHS, and Cal EPA.

EXHIBIT C

TABLE 5
ANALYSIS REQUIREMENTS - UNIT COST PRICING SHEET (WITH JOLON LANDFILL)

All Salinas Valley Solid Waste Authority Landfills
Monterey County, California

Analysis	Analysis Method	Total Number of Scheduled Samples (2-Year Contract)	Comments	Price per Sample	Price
MONITORING PARAMETERS - GROUNDWATER, SURFACE WATER, AND CONDENSATE					
Total Dissolved Solids	EPA Method 160.1	400	All sites	\$6.00	\$2,400.00
Chloride	EPA Method 300.0	400	All sites	\$6.00	\$2,400.00
Nitrate as Nitrogen	EPA Method 300.0	400	All sites	\$6.00	\$2,400.00
Sulfate	EPA Method 300.0	400	All sites	\$6.00	\$2,400.00
Antimony	EPA 6010B	280	Crazy Horse Only	\$5.00	\$1,400.00
Perchlorate	EPA 415.1	372	Not Jolon	\$22.00	\$8,184.00
Manganese	EPA Method 6010	46	Johnson Only	\$5.00	\$230.00
Sodium	EPA Method 6010	372	Crazy Horse Only	\$5.00	\$1,860.00
Potassium	EPA Method 6010	372	Jolon Rd. Only	\$5.00	\$1,860.00
Total Organic Carbon	EPA 314.0	46	Not Lewis Road	\$18.00	\$828.00
TPH Diesel	EPA 8015M	336	Crazy Horse&Lewis Rd. Only	\$27.00	\$9,072.00
Selected Dissolved Metals*	EPA Method 6010/7000	46	Lewis Only	\$30.00	\$1,380.00
Volatile Organic Compounds	EPA Method 8260	508	All sites	\$38.00	\$19,304.00
Electrical Conductivity	Field	0		No cost	
Dissolved Oxygen	Field	0		No cost	
pH	Field	0		No cost	
Temperature	Field	0		No cost	
Turbidity	Field	0		No cost	
MONITORING PARAMETERS - STORM WATER					
Total Suspended Solids	EPA Method 160.2	16	All sites w/ samples	\$6.00	\$96.00
Oil & Grease	EPA Method 413.2	16	All sites w/ samples	\$32.00	\$512.00
Total Iron	EPA Method 6010	16	All sites w/ samples	\$5.00	\$80.00
Electrical Conductivity	Field	0		No cost	
pH	Field	0		No cost	
Temperature	Field	0		No cost	
CONSTITUENTS OF CONCERN (MRP Required Plus 3 Additional Samples)					
Metals ^c	EPA Method 6010/7000 Series	25	All sites w/ samples	\$65.00	\$1,625.00
Non Halogenated Volatiles	EPA Method 8015	25	All sites w/ samples	No cost**	
Organophosphorus Pesticides	EPA Method 8041	25	All sites w/ samples	\$65.00	\$1,625.00
Organochlorine Pesticides and Polychlorinated Biphenyls	EPA Method 8080	25	All sites w/ samples	\$65.00	\$1,625.00
Chlorophenoxy Herbicides	EPA Method 8151	25	All sites w/ samples	\$65.00	\$1,625.00
Volatile Organic Compounds	EPA Method 8260	25	All sites w/ samples	\$38.00	\$950.00
Semi-Volatile Organic Compounds	EPA Method 8270 ^b	25	Lewis Only	\$105.00	\$2,625.00
Cyanide	EPA Method 9010	25	All sites w/ samples	\$20.00	\$500.00
Total Alkalinity	SM2320B	36	Johnson Only	\$15.00	\$540.00
Sulfide	EPA Method 9030	25	All sites w/ samples	\$12.00	\$300.00
** Included in 8260 Volatile Organic Compounds		TOTAL	4287		\$65,821.00





**SALINAS VALLEY
SOLID WASTE AUTHORITY**

Report to the Board of Directors

ITEM NO. 5

N/A

Finance Manager/Controller-Treasurer

N/A

Legal Counsel

N/A

General Manager/CAO

Date: December 15, 2011
From: James Barsimantov, Monterey Regional Climate Action Compact
Title: Monterey Bay Regional Climate Action Compact

**A PRESENTATION WILL BE GIVEN
AT THE MEETING**



**SALINAS VALLEY
SOLID WASTE AUTHORITY**

Report to the Board of Directors

ITEM NO. 6

Finance Manager/Controller-Treasurer

N/A

Legal Counsel

General Manager/CAO

Date: December 15, 2011
From: Jose Gamboa, Assistant General Manager
Title: Economic Impact Report on Waste Conversion Technologies

RECOMMENDATION

Staff recommends that the Board accept the Economic Impact Analysis of the proposed Plasco Gasification Project prepared by the Monterey County Business Council.

STRATEGIC PLAN RELATIONSHIP

The recommended action helps support Objective No.1: Develop and Implement a Sustainable Finance Plan.

BACKGROUND

At the April 21, 2011 Board of Directors Meeting Mr. Claude Hoover, representing the Monterey County Business Council, provided an economic impact report of the Salinas Valley Solid Waste Authority. The report indicated that the Authority's economic impact of operations during a five year period to be as follows: a total Gross Economic Output exceeded \$245 million dollars, a total Gross County Product of over \$134 million dollars, and an indirect business taxes and fees that would exceed \$9.5 million dollars and including 424 jobs. This report serves as a baseline for economical metric considerations as the Authority changes operations into the future.

Thus, to add to this baseline, is the addition of the proposed Plasco Gasification Project economic impact which is as follows as per report:

General Summary of Economic Impacts of the Plasco Project

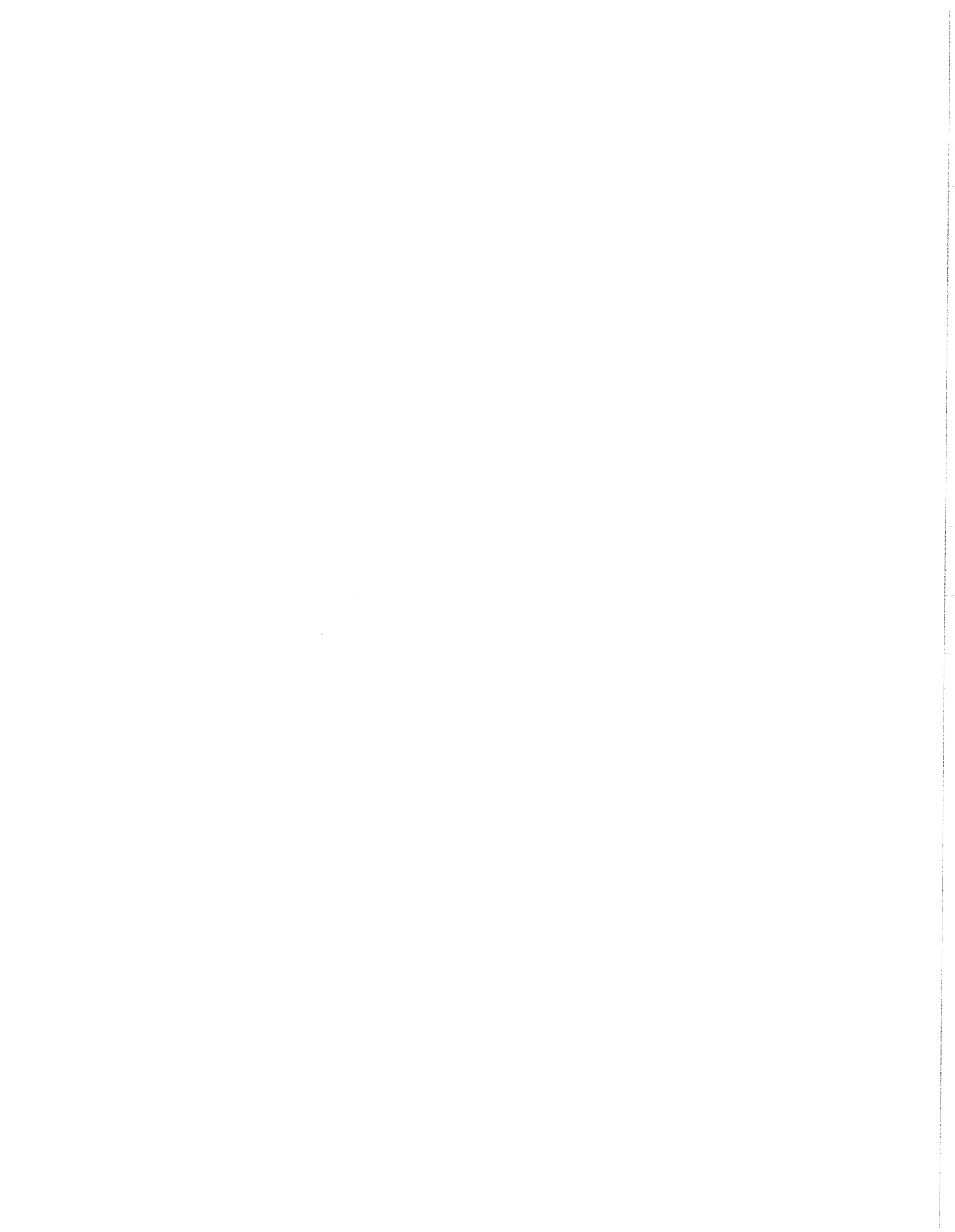
- \$160.3 million dollars in Gross Economic Output
- 90.0 million dollars in Gross County Output
- \$66.0 million in Total Labor Income
- 1,377 total jobs (full and part time)
- \$18.8 million in Capital Income
- \$5.2 million in Indirect Business Taxes and Fees

Ongoing Economic Impacts -5 years

This project has the potential to provide both one-time and on-going economic impacts. The one-time impacts of **\$148.4 million** combined with the annually reoccurring impacts of **\$11,892,093** total more than **\$207.9 million** over a **five-year period**.

ATTACHMENTS:

- 1) Economic Impact Analysis of the Proposed Plasco Gasification Plant.



SALINAS VALLEY SOLID WASTE AUTHORITY
An Economic Impact Analysis of CONSTRUCTING AND OPERATING
THE PROPOSED PLASCO GASIFICATION PLANT



**THIS PROJECT IS SUPPORTED IN PART BY
THE CALIFORNIA ASSOCIATION FOR LOCAL ECONOMIC DEVELOPMENT**



Prepared by:
Solution Mountain, Inc.
A CALED Technology Partner
October 2011

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General Project Description

The following economic impact analysis has been prepared on behalf of Salinas Valley Solid Waste Authority (SVSWA). This study seeks to understand the economic impacts for constructing the Plasco gasification plant; a proposed waste conversion facility. The SVSWA Board has been investigating alternatives to landfill disposal of solid waste. The goal, reaffirmed in August 2010, is to achieve 75% diversion from landfills. The Authority selected Plasco’s waste conversion technology subject to an environmental review and compliance with the California Environmental Quality Act. The plan is to construct and operate a waste conversion facility that will annually convert approximately 100,000 tons of waste.

Definitions and Methods

The Economic Impact Analysis Report (attached below) is based on data sets that are specific to Monterey County market area. The typical analysis is either supported by data that is specific to the project or one that is based on historical datasets that are specific to the related market and industry sectors. This report uses historical datasets provided by IMPLAN¹. The report represents a broader view than simply the Project’s direct expenditures or employment. For example the analysis measures the economic “footprint” as project dollars multiply inside and outside of the market area and it includes calculations for both direct and indirect impacts. It is the preparer’s opinion that the report presents a conservative view of the impacts.

The results of this report are not scientific but are historically-representative of the economic impacts.

The Project’s analysis includes six categories:

1. **Gross Economic Output:** The aggregated market value of goods and services produced by businesses and government enterprises in the economy. It is essentially equal to the revenue collected by businesses (including indirect taxes) within the County or impact area.
2. **Gross County Product:** The total of value added created by the production of goods and services in the economy. It represents the sum of labor compensation, capital type income and indirect business taxes. Gross County Product is best described as new money added to the community as a result of the project.

¹ The data sets used in this report are provided by Minnesota IMPLAN Group, Inc (MIG, Inc), the developers of the IMPLAN® economic impact modeling system. IMPLAN® is used to create complete, extremely detailed Social Accounting Matrices and multiplier models of local economies. Implan enables users to make in-depth examinations of state, multi-county, county or sub-county and metropolitan regional economies. Implan is used by more than 1,000 public and private institutions. MIG, Inc. has been developing complex localized databases and serving public and private organizations since 1993.

3. Total Labor Income: The compensation to employees and self-employed proprietors including both wages and indirect payments such as retirement benefits, health insurance and other similar fringe benefits.
4. Total Employment: The number of jobs generated within the impact area including full-time and part-time positions, salaried workers and sole proprietors.
5. Capital Income: The sum of income such as business profits, interest and rental income. Capital Income is best described as non-labor benefits.
6. Indirect Business Tax: Taxes and fees not based in the businesses’ income. It may represent sales taxes (if any) levied by the state and county and also property taxes levied against businesses as well as federal, state and local fees.

Executive Summary

Gross Economic Output: The economic impact report (attached below) summarizes the benefits of both the project’s direct investment and the resulting indirect impact. Initial estimates show the project’s direct investment will be approximately \$111.2 million. The direct impact number includes the costs associated with constructing the facility, conducting the EIR and one year of operating the gasification plant. The value of the direct investment has a multiplier effect as it changes hands. The analysis estimates a direct investment of \$111.2 million (expended within the associated industry sectors and located within the Monterey County market) will produce an additional \$49.1 million in indirect impacts. The value of the direct and indirect impacts total \$160.3 million.

Gross County Product: The gross county product seeks to measure the value-add to the local community. The project’s gross economic impact is estimated at 111.2 million, with an estimated \$90.0 million of this amount benefiting the local economy. The balance of the impact will typically be distributed in the surrounding counties, the state and nation.

Labor & Jobs: The analysis seeks to measure labor income and job impacts. The total labor income is estimated at \$66.0 million. The analysis estimates that 1,377 jobs (full and part-time) will be benefited. The jobs in this analysis represent both the direct jobs as well as jobs that are indirectly impacted as a result of the project.

Capital Income: Capital Income, including profits, interest and rental income generated from activities associated with this project is estimated to exceed \$18.8 million.

Indirect Business Taxes: This analysis estimates the project will produce \$5.2 million in indirect business taxes.

Industry Sectors

This analysis is a study of the industry sectors and geographic area associated with this project. The result is a representative analysis with outputs that are based on historical datasets but not necessarily unique to this development. The following describes the industry categories that are associated with the Project. The categories are based upon the North American Industry Classification System (NAICS).

Facility construction – Gasification Plant
Related professional and technical services – EIR Study
Power generation and supply

Summary of Economic Impacts

The Economic Impact Report (shown below) details the Project’s economic impacts. In summary, it is estimated that the project activities will produce the following benefits:

- *\$160.3 million in Gross Economic Output*
- *\$90.0 million in Gross County Product.*
- *\$66.0 million in Total Labor Income.*
- *1,377 total jobs (full and part-time).*
- *\$18.8 million in Capital Income.*
- *\$5.2 million in Indirect Business Taxes and Fees.*

Ongoing Economic Impacts – 5 Years

This project has the potential to provide both one-time and on-going economic impacts. The one-time impacts of \$148.4 million combined with the annually reoccurring impacts of \$11,892,093 total more than \$207.9 million over a five-year period.



About Solution Mountain, Inc:

Since 2003, the principals of Solution Mountain, Inc. have prepared hundreds of economic impact reports for state agencies, cities, counties, economic development districts and private corporations. Each report is based on IMPLAN datasets specific to the project's location and unique industry sectors. Solution Mountain, Inc. is a technology partner for the California Association for Local Economic Development (CALED). Robert Gilmore, the CEO, is the recipient of the Ford Foundation's Award for Innovations in American Government and the Council of State Government's Award for Innovation.

Economic Impact Report - THE PROPOSED PLASCO GASIFICATION PLANT

Salinas Valley Solid Waste Authority

Gross Economic Output

Gross Economic Output: is the aggregated market value of goods and services produced by firms and government enterprises in the County's economy. It is essentially equal to the revenue collected by businesses (including indirect taxes) within the County.

	Direct Impact	Indirect and Induced Impact	Total Impact
One-Time Benefit:			
Facility construction – Gasification Plant	\$100,000,000	\$48,078,732	\$148,078,732
Related professional and technical services – EIR Study	\$300,000	\$96,594	\$396,594
On Going Benefit:			
Power generation and supply	\$10,915,000	\$977,093	\$11,892,093
Total:	\$111,215,000	\$49,152,419	\$160,367,419

Gross County Product

Gross County Product: Is the total value added created by the production of goods and services in the local economy. It is analogous to the concept of Gross Domestic Product at the national level. It represents the sum of labor compensation, capital type income (profits, interests and rents), and indirect business taxes (which are mainly sales taxes, but also include property taxes and government mandated fees).

	Initial Purchase	Total Impact
One-Time Benefit:		
Facility construction – Gasification Plant	\$100,000,000	\$81,630,183
Related professional and technical services – EIR Study	\$300,000	\$206,354
On Going Benefit:		
Power generation and supply	\$10,915,000	\$8,245,241
Total:	\$111,215,000	\$90,081,777

Total Labor Income		
Labor Income: Is the compensation to employees and self-employed proprietors including both wages and indirect payments such as retirement benefits, health insurance and other similar fringe benefits.		
	Initial Purchase	Total Impact
One-Time Benefit:		
Facility construction – Gasification Plant	\$100,000,000	\$63,143,531
Related professional and technical services – EIR Study	\$300,000	\$73,112
On Going Benefit:		
Power generation and supply	\$10,915,000	\$2,852,359
Total:	\$111,215,000	\$66,069,002

Total Employment		
Employment: Is the number of jobs generated within the County, and includes: * full-time and part-time positions * salary workers *sole proprietors.		
	Initial Purchase	Total Impact
One-Time Benefit:		
Facility construction – Gasification Plant	\$100,000,000	1,331
Related professional and technical services – EIR Study	\$300,000	2
On Going Benefit:		
Power generation and supply	\$10,915,000	44
Total:	\$111,215,000	1,377

Capital Income		
Capital Income: is the sum of all property type income (such as business profits, interest income and rental income) generated within the County		
	Initial Purchase	Total Impact
One-Time Benefit:		
Facility construction – Gasification Plant	\$100,000,000	\$14,409,671
Related professional and technical services – EIR Study	\$300,000	\$124,458
On Going Benefit:		
Power generation and supply	\$10,915,000	\$4,269,353
Total:	\$111,215,000	\$18,803,482

Indirect Business Tax		
Indirect Business Taxes: Are taxes and fees that are not based in the businesses' income. For the most part they represent sales taxes levied by the State and the county, but also include property taxes levied against businesses as well as fees imposed by federal, state and local governments.		
	Initial Purchase	Total Impact
One-Time Benefit:		
Facility construction – Gasification Plant	\$100,000,000	\$4,076,102
Related professional and technical services – EIR Study	\$300,000	\$8,781
On Going Benefit:		
Power generation and supply	\$10,915,000	\$1,123,528
Total:	\$111,215,000	\$5,208,412

Gross Economic Output Summary			
	Jobs	Direct Impact	Total Impact
One-Time Benefit:	1,333	\$100,300,000	\$148,475,326
On Going 5 Years Benefit:	44	\$10,915,000	\$59,460,465
Total:	1,377	\$111,215,000	\$207,935,791



**SALINAS VALLEY
SOLID WASTE AUTHORITY**

Report to the Board of Directors

ITEM NO. 7

N/A

Finance Manager/Controller-Treasurer

N/A

Legal Counsel

General Manager/CAO

Date: December 15, 2011
From: Patrick Mathews, General Manager / CAO
Title: Report from the Nominating Committee for the 2012 Election of Officers

RECOMMENDATION

Staff recommends that the Board receive the report of the Nominating Committee. Action cannot be taken on this item. Section 8 of the Joint Powers Authority Agreement states that the election of officers is to occur at the January meeting.

STRATEGIC PLAN RELATIONSHIP

This agenda item is a routine operational item and does not relate to the Board's strategic plan.

FISCAL IMPACT

The Nominating Committee has the option to recommend to the Board the appointment of the Immediate Past President to the Executive Committee for a specific period up to one year. This appointment would require additional funding of \$100 per meeting for the duration of the appointed term.

DISCUSSION & ANALYSIS

Officers, if they remain in their jurisdictional office, may serve one (1) or two (2) years. This provides an opportunity for the officers to become familiar with the responsibilities of their Board position and enables them to be kept current on Authority projects. President De La Rosa will have served two years in her position. Vice President Armenta and Alternate Vice President Silva will have served one year in their current office.

The Nominating Committee will need to nominate a new member for the office of Board President. Vice President Armenta and Alternate Vice President Silva may seek nomination for reappointment for one more year to their current position, or defer to the nominating committee to make an alternate recommendation following the representation guidelines discussed below.

Nomination Procedures

Authority Code Sections 2.01.010 and 2.01.011 specify that each elected Office shall rotate between a representative from the City of Salinas, a south county city (i.e., Gonzales, Greenfield, King City, and Soledad) and the County of Monterey but shall not be from the same member agency's legislative body.

Immediate Past President Transitional Appointment

In 2010, the Code was amended to allow a discretionary appointment of the Past President to the Executive Committee for a transitional period and for continuity. President De La Rosa would become the Immediate Past President and may be appointed to the Executive Committee for a specific time frame up until December 2012.

At the November meeting, the Board appointed President De La Rosa and Director Cullen to the Nominating Committee. The Nominating Committee will present their recommendation for the 2012 officers for the Board's discussion. A Board vote on the election of officers will occur at the January 19, 2011 Board Meeting.

BACKGROUND

JPA:

Section 8. OFFICERS OF THE AUTHORITY BOARD: At its first meeting and thereafter at the first meeting of each calendar year, the Board of Directors shall elect a President, Vice-President, and such other officers as the Authority Board shall find appropriate, to serve the Authority Board for a term of one year unless sooner terminated at the pleasure of the Authority Board. In the event the officer so elected ceases to be a Director, the resulting vacancy shall be filled at the next regular meeting of the Authority Board held following the occurrence of the vacancy. In the absence or inability of the President to act, the Vice-President shall act as President. The President, or in the absence of the President, the Vice-President, shall preside at and conduct all Authority Board meetings.

Authority Code:

2.01.040 TERM OF OFFICE

The term of office for the President and Vice-President shall be one year commencing upon election at the regular meeting held in January and ending upon election of a successor at the regular meeting the following January. A Board Member may serve no more than two consecutive terms. (*Ord. 99-04, 2/18/1999*)

2.01.010 SELECTION OF PRESIDENT AND VICE-PRESIDENT

The Authority Board shall choose one of its members to be President and one of its members to be Vice-President. The board member nominated to the office of President shall rotate between a representative from the City of Salinas, a south county city (i.e., Gonzales, Greenfield, King City, and Soledad) and the County of Monterey. The board member nominated to the office of Vice-President shall rotate in the same manner as the office of President, but shall not be from the same member agency's legislative body as the board member elected as President. (*Ord. 005, 12/11/2003*)

2.01.011 SELECTION OF ALTERNATE VICE-PRESIDENT

In the manner prescribed by the JPA, this section adds the additional office of Alternate Vice-President to be elected in the same manner established in Section 2.01.010. Board shall select an additional officer, designated as the Alternate Vice-President. The Alternate Vice-President shall serve as the Vice-President in the absence of the Vice-President. The board member elected to the office of Alternate Vice-President shall rotate in the same manner as the office of President and Vice-President, but shall not be from the same member agency's legislative body as the member elected as President and the member selected as Vice-President. (*Ord. 005, 12/11/2003*)

ATTACHMENT

1. Elected Officers of the Salinas Valley Solid Waste Authority

Officers of the Salinas Valley Solid Waste Authority

TERM	PRESIDENT	VICE PRESIDENT	ALTERNATE VICE PRESIDENT
2012			
2011	Gloria De La Rosa City of Salinas	Fernando Armenta County of Monterey	Liz Silva City of Gonzales
2010	Gloria De La Rosa City of Salinas	Richard Ortiz ¹ City of Soledad	Fernando Armenta County of Monterey
2009	Lou Calcagno Monterey County	Gloria De La Rosa City of Salinas	Richard Ortiz City of Soledad
2008	George Worthy City of Gonzales	Lou Calcagno Monterey County	Gloria De La Rosa City of Salinas
2007	George Worthy City of Gonzales	Lou Calcagno Monterey County	Gloria De La Rosa City of Salinas
2006	Janet Barnes City of Salinas	George Worthy City of Gonzales	Lou Calcagno Monterey County
2005	Janet Barnes City of Salinas	George Worthy City of Gonzales	Lou Calcagno Monterey County
2004	Fernando Armenta Monterey County	Janet Barnes City of Salinas	George Worthy City of Gonzales
2003	Fernando Armenta Monterey County	Janet Barnes City of Salinas	N/A
2002	Zeke Bañales ² City of Greenfield	Fernando Armenta Monterey County	N/A
2001	Jan Collins ³ City of Salinas	Zeke Bañales City of Greenfield	N/A
2000	Simon Salinas ⁴ County of Monterey	Jan Collins City of Salinas	N/A
1999	Gary Gerbrandt City of Soledad	Simon Salinas County of Monterey	N/A
1998	Gary Gerbrandt City of Soledad	Simon Salinas County of Monterey	N/A
1997	Juan Olivarez City of Salinas	Fabian Barrera City of Soledad	N/A

¹ Was not re-elected to City Council

² Was not re-elected to City Council

³ Declined second term – leaving office at end of year

⁴ Left office of County Supervisor



2012				
Jan	Feb	Mar	Apr	May
Election of Officers	Minutes	Minutes	Minutes	Minutes
Minutes	Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)
Claims/Financials (EC)	Strategic Plan Progress Report	Strategic Plan Progress Report	Strategic Plan Progress Report	Strategic Plan Progress Report
Strategic Plan Progress Report	CEQA Monthly Report (SW)	Annual SSTS Performance		
CEQA Monthly Report (SW)	QTE December Tonnage & Diversion Report	Annual Franchise Haulers Performance Update		
Award Transfer/Tractor Trailer	Mid-Year Budget Adjustments (EC)	Public Hearing to Adopt New Rates & Budget		
QTE December Cash & Investments	FY 12-13 New Rate Model Study Session (EC)			
WM Madison Lane Agreement	Salinas Area Transfer Station & AutoClave (URS Study)			
EC Roles & Responsibilities (EC ONLY)	GOE/CR3 Agreement (EC)			
Employee Survey				
Rate Model (EC)				
Preliminary Budget FY12-13				
Consent				
Presentation				
Consideration				
Closed Session				

[Other] (Public Hearing, Recognition, Informational, etc.)
 (Executive Committee)