



AGENDA - **AMENDED** Regular Meeting

BOARD OF DIRECTORS October 19, 2023 | 6:00 p.m.

This meeting will be held in-person.
Public participation remains available virtually via Zoom.

Gonzales City Council Chambers
117 Fourth Street, Gonzales, California

Meeting ID No. 817 5108 8314 | Passcode: 327530

Board Norms

- ✓ Avoid assuming intent or motives.
- ✓ Commit to the shared success of the Authority.
- ✓ Govern as a body.
- ✓ Maintain an Authority perspective and balance it with individual city/county interests.
- ✓ Recognize the success of employees.
- ✓ Hold regular meetings between the General Manager and one-on-ones with Board members.
- ✓ Communicate effectively with the public.
- ✓ Respect the form of government.
- ✓ Avoid criticizing staff or each other in public; coach privately.
- ✓ Refrain from using technology during Board meetings.
- ✓ Approach the business of government in a professional manner.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

Board Directors

County: Chris Lopez
 County: Glenn Church, *Alt. Vice President*
 Salinas: Anthony Rocha, *President*
 Salinas: Andrew Sandoval
 Salinas: Carla Viviana Gonzalez
 Gonzales: Elizabeth Silva
 Soledad: Ben Jimenez, Jr., *Vice President*
 Greenfield: Drew Tipton
 King City: Robert S. Cullen

Alternate Directors

County: Luis Alejo
 Salinas: Orlando Osornio
 Gonzales: Scott Funk
 Soledad: Maria Corralejo
 Greenfield: Rachel Ortiz
 King City: Vacant

TRANSLATION SERVICES AND OTHER MEETING ANNOUNCEMENTS

Translation Services in Spanish will be available in person and by logging in to Zoom.

Meeting ID: 817 5108 8314 | Passcode: 327530

*Added CONSIDERATION

A. CONSIDERATION OF THE REQUEST BY ALTERNATE VICE PRESIDENT GLENN CHURCH TO PARTICIPATE REMOTELY PURSUANT TO AB 2449 SECTION III, DUE TO A PHYSICAL INJURY PREVENTING HIS IN-PERSON ATTENDANCE.

- a) Receive Report from Roy Santos, General Legal Council
- b) Board Questions
- c) Public Comment
- d) Board Discussion and Action | *Recommended Action – Approve Remote Participation*

APPROVAL OF AGENDA

GENERAL MANAGER/CAO COMMENTS

DEPARTMENT MANAGER COMMENTS

GENERAL LEGAL COUNCIL COMMENTS

BOARD DIRECTOR COMMENTS

PUBLIC COMMENT

Receive public comment from the 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.

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 the August 17, 2023 Meeting](#)
2. [July 2023 Claims and Financial Report](#)
3. [August 2023 Claims and Financial Report](#)
4. [Member and Interagency Activities Report for August and September 2023](#)
5. [A Resolution Approving the Grants and Capital Improvement Projects Budget for Fiscal Year 2023-24](#)
6. [A Resolution Approving a Contract with Recon Refractory and Construction, Inc. for Crazy Horse Landfill Gas Flare Ceramic Blanket Replacement in the Amount of \\$98,750.00.](#)
7. [A Resolution Approving an Adjustment to the Operating Budget for Fiscal Year 2023-24 to Pay Down the CalPERS Unfunded Accrued Liability](#)
8. [A Resolution Approving a Policy Related to Memberships in Business and Professional Organizations](#)
9. [September 2023 Quarterly Investments Report](#)
10. [A Resolution Approving the Regular Board of Directors and Executive Committee Meetings Calendar for 2024](#)
11. [A Resolution Approving the Release and Distribution of a Request for Proposals for Design and Engineering Services for Multiple Improvement Projects](#)
12. [A Resolution Declaring Surplus Property and Authorizing the General Manager/CAO to Dispose of Property](#)
13. [A Resolution Awarding the Purchase of One Used 2017 John Deere 210LE Loader to So-Cal Equipment for an Amount of \\$58,185.00](#)

PRESENTATION

14. [YOUTH COUNCIL INTRODUCTION](#)
 - A. Receive Report from Sara Papineau-Brandt and Julia Brooker, Resource Recovery Technicians
 - B. Board Questions
 - C. Public Comment
 - D. Board Discussion and Action | *Recommended Action – None; Informational Only*
15. [ANNUAL MARKETING & MEDIA OVERVIEW](#)
 - A. Receive Report from Janna Faulk, Recycling Coordinator
 - B. Board Questions
 - C. Public Comment
 - D. Board Discussion and Action | *Recommended Action – None; Informational Only*
16. [2022-23 SALINAS VALLEY RECYCLES ANNUAL REPORT](#)
 - A. Receive Report from Patrick Mathews, General Manager/CAO
 - B. Board Questions
 - C. Public Comment
 - D. Board Discussion and Action | *Recommended Action – None; Informational Only*

CONSIDERATION

17. [A RESOLUTION OF APPROVING A LANDFILL GAS SALE AGREEMENT AND LEASE AGREEMENT WITH VESPENE ENERGY, INC.](#)
 - A. Receive Report from Patrick Mathews, General Manager/CAO
 - B. Board Questions

- C. Public Comment
- D. Board Discussion and Action | *Adopt the Resolution*

FUTURE AGENDA ITEMS

18. AGENDA ITEMS – VIEW AHEAD SCHEDULE

CLOSED SESSION

Receive public comment from audience before entering into closed session:

- 19. Pursuant to **Government Code Section 54956.8** to confer with legal counsel and real property negotiators General Manager/CAO Patrick Mathews, Asst. GM/Ops Manager Cesar Zuñiga, Finance and Administration Manager Ray Hendricks, and General Counsel Roy C. Santos, concerning the possible terms and conditions of acquisition, lease, exchange, or sale of **1)** Salinas Valley Solid Waste Authority Property, APNs 003-051-086 and 003-051-087, located at 135-139 Sun Street, Salinas, CA.
- 20. Conference With Legal Counsel — Potential Significant Exposure to Litigation pursuant to paragraph (2) of **Government Code Section 54956.9(d)(2)**: (One case).
- 21. Pursuant to **Government Code Section 54957 (b)** to consider the Performance Evaluation of the General Manager/Chief Administrative Officer R. Patrick Mathews for 2023.

RECONVENE

ADJOURNMENT

Meeting Information

To observe the meeting, go to our YouTube channel at <https://www.youtube.com/user/svswa831>.

To participate virtually during the meeting and make a general comment or comments on a specific agenda item as an item is being heard, join the meeting through Zoom using the link below. Join with computer audio at:

<https://us02web.zoom.us/j/81751088314?pwd=UjdSUEpJaTl4UTBWT0JlM043NnJFZz09>.

When ready to make a public comment, click the Raise Hand icon.

To participate by telephone dial any of the numbers listed below and enter the meeting ID number and passcode:

+1 669 900 9128	+1 253 215 8782	+1 346 248 7799
+1 301 715 8592	+ 1 312 626 6799	+ 1 646 558 8656
Enter Meeting ID: 817 5108 8314#		Passcode: 327530
To Raise your Hand press *9		To Mute and Unmute yourself press *6

Public comments may also be submitted via e-mail to the Clerk of the Board at comment@svswa.org. Comment must be received by 4 p.m. on Thursday, October 19, 2023 and should be limited to 250 words or less. Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations. Comments received via e-mail after 4 p.m. will be made part of the record if received prior to the end of the meeting. To assist the Clerk in identifying the agenda item relating to your public comment please indicate in the Subject Line, the item number (i.e., Item No. 10).

This amended agenda was posted at the Administration Office of the Salinas Valley Solid Waste Authority, 126 Sun St., Salinas, on the Gonzales Council Chambers Bulletin Board, 117 Fourth Street, Gonzales, and the Authority’s Website on **Monday, October 16, 2023**. The original agenda was posted on Thursday, October 12, 2023. The Salinas Valley Solid Waste Authority Board will next meet in regular session on **Thursday, November 16, 2023**. Staff reports for the Authority Board meetings are available for review at: ▶ Salinas Valley Solid Waste Authority: 126 Sun Street, Salinas, CA 93901, Phone 831-775-3000 ▶ Web Site: www.salinasvalleyrecycles.org. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meeting, please contact Erika J. Trujillo, 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). Spanish interpretation will be provided at the meeting. *Se proporcionará interpretación a español.*

**MINUTES OF
THE SALINAS VALLEY SOLID WASTE AUTHORITY
BOARD MEETING
AUGUST 17, 2023**

117 Fourth Street, Gonzales, Ca 93926

CALL TO ORDER

President Rocha called the meeting to order at 6:02 p.m.

ROLL CALL

Board Directors

County of Monterey	Glenn Church, <i>Alternate Vice President</i>
City of Salinas	Anthony Roch, <i>President</i>
City of Salinas	Andrew Sandoval
City of Gonzales	Liz Silva
City of Soledad	Ben Jimenez, <i>Vice President</i>
City of Greenfield	Luis Dominguez
City of King	Robert Cullen

Absent

County of Monterey	Christopher M. Lopez
City of Salinas	Carla Viviana Gonzáles

Staff Member Present

Patrick Mathews, General Manager/CAO (Virtually)
Cesar Zuñiga, Asst. GM/Operations Manager
Mandy Brooks, Resource Recovery Manager
Ray Hendricks, Finance and Administration Manager
Brian Kennedy, Engineering and Environmental Compliance Manager
Roy Santos, General Legal Counsel (Virtually)
Rosie Ramirez, Administrative Assistant
Erika J. Trujillo, Clerk of the Board

MEETING ANNOUNCEMENTS

(6:03) Clerk of the Board Trujillo announced in Spanish the availability of translation services via Zoom.

APPROVAL OF AGENDA (6:04)

Staff Comments: None

Board Discussion: None

Public Comment: None

Motion: Director Cullen made a motion to approve the agenda as presented. Director Sandoval seconded the motion.

Votes: Motion carried 7,0

Ayes: Church, Cullen, Jimenez, Lopez, Sandoval, Silva, Rocha

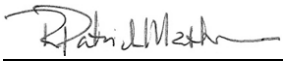
Noes: None

Abstain: None

Absent: Gonzalez, Untalon

GENERAL MANAGER/CAO COMMENTS

(6:04) General Manager/CAO Mathews reported that Asst. General Manger Zuñiga would be leading the Board meeting in his place. He indicated the removal and cleanup of all solid

ITEM NO. 1
Agenda Item

General Manager/CAO
<i>S. Chaffin by E.T.</i>
Authority General Counsel Approval

waste infrastructure has been completed at the Sun Street location, and the permits have been relinquished. Asst. General Manager/Operations Manager Zuñiga reminded the Board of the Annual Employee Communication Meeting taking place on August 18. He reported the Jolon Road Transfer Station building is expected to be installed in October, improving the operations for the site.

DEPARTMENT MANAGER COMMENTS

(6:05) Finance and Administration Manager Hendricks reported that CalPERS released their actuarial for 2022 reflecting significant losses on their investment returns. He indicated that a budget adjustment will be brought back to the Board in September to utilize the current balance set aside in the CEPPT fund to partially pay down the unfunded liability with the remaining funding coming from year end fund balance distributions in November after the FY 22/23 audit is approved.

GENERAL LEGAL COUNCIL

(6:08) General Counsel Santos explained his in-person absence.

BOARD DIRECTOR COMMENTS

(6:09) Director Sandoval welcomed the new Board Director Luis Dominguez, representative of the City of Greenfield. Vice President Jimenez commented on the grand opening on of the Orchard Lane All-inclusive Park Celebration in Soledad, on Saturday, August 19. President Rocha welcomed Director Dominguez.

PUBLIC COMMENT

(6:09) None

CONSENT AGENDA (6:10)

1. Minutes of the June 15, 2023 Meeting
2. May 2023 Claims and Financial Report
3. June 2023 Claims and Financial Report
4. June 2023 Quarterly Investments Report
5. Member and Interagency Activities Report for June and July 2023
6. Tonnage and Diversion Report for the Quarter Ended June 30, 2023
7. Resolution No. 2023-51 Approving Annual Expenditure in an Amount \$150,000 for Landfill Gas Control and Data System Upgrades with Franks Industrial Services, Inc. for Fiscal Year 2023-24
8. Resolution No. 2023-52 Approving Supplemental Appropriation of \$22,139 for CalRecycle's Beverage Container Recycling City/County Payment Program 2022-23
9. Resolution No. 2023-53 Approving a Professional Service Agreement with Clean Earth for Household Hazardous Waste Collection, Transportation, and Disposal Services for Mobile collection Events in an Amount \$90,000
10. Resolution No. 2023-53 Declaring Surplus Property and Authorizing the General Manager/CAO to Dispose the Property

Public Comment: None

Board Discussion: None

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

Votes: Motion carried 7,0
Ayes: Church, Cullen, Dominguez, Jimenez, Sandoval, Silva, Rocha
Noes: None
Abstain: None
Absent: Gonzalez, Lopez

PRESENTATION

11. EDIBLE FOOD RECOVERY FINAL GRANT AWARD FOR FISCAL YEAR 2022-23

(6:11) Resource Recovery Manager Brooks presented the final round of grant funds for fiscal year 2022-23 for the local Countywide Edible Food Recovery Program to Pajaro Valley Loaves & Fishes (PVLf). PVLf will use the grant to help fund a part-time staffing position. Ashley Bridges with PVLf commented on the organization's purpose and goals. She thanked the Board for its support.

Public Comment: None

Board Discussion: The Board commended PVLf for their work and dedication to the recovery of edible food and to the community.

Motion: None; Information Only

CONSIDERATION

12. DISCUSSION ON LOCAL CHAMBERS AND BUSINESS ORGANIZATIONS MEMBERSHIPS

(6:17) Assistant General Manager/CAO Zuñiga provided a brief report on the request from Director Sandoval to terminate the Authority's membership with the Salinas Valley Chamber of Commerce (SVCC). It was explained that the policy on political endorsements of the SVCC could raise a potential conflict of interest. The Authority has utilized the membership with SVCC as an outreach tool for local businesses throughout the years.

Public Comment: None

Board Discussion: The Board discussed its membership with SVCC and other chambers and professional association memberships.

Motion: Vice President Jimenez made a motion to bring forward a Membership Policy affirming that the Authority will not be a member of organizations that make political endorsements, with further direction to staff to engage the Executive Committee in the creation of such policy. Director Cullen seconded the motion.

Votes: Motion carried 7,0
Ayes: Church, Cullen, Dominguez, Jimenez, Sandoval, Silva, Rocha
Noes: None
Abstain: None
Absent: Gonzalez, Lopez

13. NORTH COUNTY PUBLIC TRANSFER STATION CONCEPT

(6:37) Assistant General Manager/CAO Zuñiga presented a report on the idea of establishing a public service transfer station in the North Monterey County area as requested by Alternate Vice President Church. He indicated that the increases in illegal dumping seen in north county could be partly reduced with a convenient north county facility. Mr. Zuñiga provided an overview of the concept previously analyzed, the potential infrastructure needed, and the estimated cost of operation of the facility.

Public Comment: None

Board Discussion: The Board discussed the presentation inquiring about multiple options and cost.

Motion: By consensus the Board directed staff to present more detailed information of the options for site plans, hours of operations, staffing levels, and the cost benefits analysis for each option.

14. DISCUSSION ON STRATEGIC PLANNING WORKSHOP

(6:55) Assistant General Manager/CAO Zuñiga indicated that it's time to prepare for the annual Strategic Planning Workshop held to revise the Board Norms, the Mission, Vision and Values, and establish new Goals and Priorities. He reviewed the availability of the facilitators and requested direction from the Board for the scheduling of the workshop.

Public Comment: None

Board Discussion: The Board discussed the time options and available dates.

Motion: By consensus the Board directed staff to create and distribute a Doodle Poll to obtain the best date and time for a Strategic Planning Workshop.

FUTURE AGENDA ITEMS

15. AGENDA ITEM – VIEW AHEAD SCHEDULE

(7:01) The Board reviewed the future agenda items.

CLOSED SESSION

(7:02) President Rocha invited public comment related to item number 16.

16. Conference With Legal Counsel — Potential Significant Exposure to Litigation pursuant to paragraph (2) of **Government Code Section 54956.9(d)(2): (One case)**

PUBLIC COMMENT

None

ADJOURNED

(7:02) President Rocha adjourned the meeting into Closed Session to discuss item no. 16.

RECONVENE

(7:15) President Rocha reconvened the meeting to open session. Legal Counsel Santos indicated that there were no reportable actions taken in the closed session.

ADJOURNED

(7:16) President Rocha adjourned the meeting.

APPROVED: _____
Anthony Rocha, President

Attest: _____
Erika J. Trujillo, Clerk of the Board



Report to the Board of Directors

ITEM NO. 2

Finance and Administration
Manager/Controller/Treasurer

General Manager/CAO

N/A

Authority General Counsel

Date: September 21, 2023
From: C. Ray Hendricks, Finance and Administration Manager
Title: July 2023 Claims and Financial Reports

RECOMMENDATIONS

The Executive Committee recommends acceptance of the July 2023 Claims and Financial Reports.

DISCUSSION & ANALYSIS

Please refer to the attached financial reports and checks issued report for the month of July for a summary of the Authority's financial position as of July 31, 2023. The following are highlights of the Authority's financial activity for the month of July.

Results of Operations (Consolidated Statement of Revenues and Expenditures)

For the month of July 2023, operating revenues exceeded expenditures by \$744,647.

Revenues (Consolidated Statement of Revenues and Expenditures)

	July Budget	July Actual	Over/(Under)	
Tipping Fees - Solid Waste	1,161,700	1,273,318	111,618	9.6%
Tipping Fees - Diverted Materials	273,278	318,749	45,471	16.6%
Other Revenues	581,252	592,980	11,728	2.0%
Total Revenue	2,016,230	2,185,047	168,817	8.4%

Solid Waste revenues for July were \$111,618 or 9.6% over budgeted amounts. Diverted Material revenues for July were \$45,471 or 16.6% over budgeted amounts. July total revenue was \$168,817 or 8.4% over budgeted amounts.

Operating Expenditures (Consolidated Statement of Revenues and Expenditures)

As of July 31, 2023 (8.3% of the fiscal year), year-to-date operating expenditures totaled \$1,440,400. This is 6.6% of the operating budget of \$21,760,000.

Capital Project Expenditures (Consolidated Grant and CIP Expenditures Report)

For the month of July 2023, capital project expenditures totaled \$412,408. \$227,272 was for the JR Postclosure Maintenance. \$108,511 was for the CH Postclosure Maintenance. \$64,884 was for the LR Postclosure Maintenance. The report only shows budgets for CIPs approved as part of the FY 2023-24 operating budget. Carryover CIP Budgets are approved separately and included in the current agenda.

Claims Checks Issued Report

The Authority's Checks Issued Report for the month of July 2023 is attached for review and acceptance. July disbursements total \$2,822,949.18, of which \$646,816.26 was paid from the payroll checking account for payroll and payroll related benefits.

The following is a list of vendors who were paid more than \$50,000 during the month of July 2023.

<u>Vendor</u>	<u>Services</u>	<u>Amount</u>
Aon Risk Insurance Services West	Annual Insurance Policies	\$975,630.33
Atlas Organics	Apr. & Jun. Organics Processing	\$332,403.89
Southern Counties Lubricants	Monthly Equip. & Veh. Fuel	\$122,080.48
Golden State Truck & Trailer Repair	Equipment & Vehicle Maint.	\$99,813.65
Monterey County Health Department	Annual Health Permits	\$77,312.00
Quinn Company	Equipment & Vehicle Maint.	\$56,415.31

Cash Balances

The Authority's cash position decreased by \$254,555.58 during July to \$35,985,996.88. Most of the cash balance is restricted, held in trust, committed, or assigned as shown below. Cash for Capital Improvements and post closure funded from operations is transferred at the beginning of the year. Additionally, cash for debt service payments is transferred in July. While these transfers and payments leave the balance available for operations with a negative balance, profitable operations are expected improve the balance to a positive amount by the end of the fiscal year.

<u>Restricted by Legal Agreements:</u>	
Johnson Canyon Closure Fund	5,077,029.35
Restricted for Pension Liabilities (115 Trust)	392,106.16
State & Federal Grants	235,674.92
BNY - Bond 2022A Payment	2,913,213.50
<u>Funds Held in Trust:</u>	
Central Coast Media Recycling Coalition	67,864.64
Employee Unreimbursed Medical Claims	3,238.80
<u>Committed by Board Policy:</u>	
AB939 Services	(575,392.40)
Undesignated Fund Balance	1,787,437.16
Designated for Capital Projects Reserve	3,581,124.98
Designated for Environmental Impairment Reserve	2,516,999.45
Designated for Operating Reserve	3,180,000.00
Expansion Fund (South Valley Revenues)	4,871,862.26
<u>Assigned for Post Closure and Capital Improvements</u>	
Crazy Horse Post Closure	1,302,457.84
Lewis Road Post Closure	392,376.37
Jolon Road Post Closure	160,047.18
Johnson Canyon Post Closure	2,487,529.38
Capital Improvement Projects	13,154,662.53
<u>Available for Operations:</u>	(5,562,235.24)
Total	<u><u>35,985,996.88</u></u>

ATTACHMENTS

1. July 2023 Consolidated Statement of Revenues and Expenditures
2. July 2023 Consolidated Grant and CIP Expenditures Report
3. July 2023 Checks Issued Report

Salinas Valley Solid Waste Authority
Consolidated Statement of Revenues and Expenditure
For Period Ending July 31, 2023

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
<u>Revenue Summary</u>							
Tipping Fees - Solid Waste	13,532,700	1,273,318	1,273,318	9.4 %	12,259,382	0	12,259,382
Tipping Fees - Diverted Materials	3,232,600	318,749	318,749	9.9 %	2,913,851	0	2,913,851
AB939 Service Fee	4,103,000	341,918	341,918	8.3 %	3,761,082	0	3,761,082
Charges for Services	2,668,000	247,820	247,820	9.3 %	2,420,180	0	2,420,180
Sales of Materials	245,000	0	0	0.0 %	245,000	0	245,000
Gas Royalties	290,000	0	0	0.0 %	290,000	0	290,000
Investment Earnings	500,000	3,242	3,242	0.6 %	496,758	0	496,758
Total Revenue	24,571,300	2,185,046	2,185,046	8.9 %	22,386,254	0	22,386,254
<u>Expense Summary</u>							
Executive Administration	532,100	28,727	28,727	5.4 %	503,373	67	503,306
Administrative Support	498,500	53,444	53,444	10.7 %	445,056	36,537	408,519
Human Resources Administration	274,900	19,167	19,167	7.0 %	255,733	1,480	254,253
Clerk of the Board	214,800	10,151	10,151	4.7 %	204,649	67	204,582
Finance Administration	939,400	88,650	88,650	9.4 %	850,750	1,581	849,169
Operations Administration	699,700	40,575	40,575	5.8 %	659,125	400	658,725
Resource Recovery	1,362,600	68,831	68,831	5.1 %	1,293,769	4,576	1,289,193
Marketing	75,600	0	0	0.0 %	75,600	67,500	8,100
Public Education	252,800	776	776	0.3 %	252,024	43,727	208,297
Household Hazardous Waste	868,500	33,939	33,939	3.9 %	834,561	7,467	827,094
C & D Diversion	383,600	1,021	1,021	0.3 %	382,579	67	382,512
Organics Diversion	2,224,900	81,916	81,916	3.7 %	2,142,984	4,654	2,138,330
Diversion Services	40,000	0	0	0.0 %	40,000	0	40,000
JR Transfer Station	739,000	72,287	72,287	9.8 %	666,713	6,583	660,131
JR Recycling Operations	234,500	7,874	7,874	3.4 %	226,626	133	226,493
SS Disposal Operations	0	0	0	0.0 %	0	0	0

Salinas Valley Solid Waste Authority
Consolidated Statement of Revenues and Expenditure
For Period Ending July 31, 2023

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
SS Transfer Operations	0	0	0	0.0 %	0	0	0
SS Recycling Operations	0	0	0	0.0 %	0	0	0
ML Transportation Operations	1,845,700	182,179	182,179	9.9 %	1,663,521	9,197	1,654,324
ML Recycling Operations	606,600	60,463	60,463	10.0 %	546,137	169,102	377,035
JC Landfill Operations	3,842,600	402,316	402,316	10.5 %	3,440,284	267,834	3,172,450
JC Recycling Operations	824,300	37,730	37,730	4.6 %	786,570	1,807	784,763
Johnson Canyon ECS	580,500	13,514	13,514	2.3 %	566,986	13,859	553,128
Sun Street ECS	226,800	107,946	107,946	47.6 %	118,854	2,323	116,531
Debt Service - Interest	413,200	0	0	0.0 %	413,200	0	413,200
Debt Service - Principal	2,700,000	0	0	0.0 %	2,700,000	0	2,700,000
Closure/Post Closure Set-Aside	334,400	31,247	31,247	9.3 %	303,153	0	303,153
Cell Construction Set-Aside	1,045,000	97,648	97,648	9.3 %	947,352	0	947,352
Total Expense	21,760,000	1,440,400	1,440,400	6.6 %	20,319,600	638,960	19,680,640
Revenue Over/(Under) Expenses	2,811,300	744,647	744,647	26.5 %	2,066,653	(638,960)	2,705,613

Salinas Valley Solid Waste Authority

Consolidated CIP Expenditure Report

For Period Ending July 31, 2023

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
<u>Fund 131 - Crazy Horse Post-Closure Fund</u>							
131 9316 CH Corrective Action Program	0	0	0	0.0 %	0	0	0
131 9319 CH LFG System Improvements	0	0	0	0.0 %	0	0	0
131 9321 CH Postclosure Maintenance	560,000	108,511	108,511	19.4 %	451,489	31,171	420,318
Total Fund 131 - Crazy Horse Post-Closure F	560,000	108,511	108,511	19.4 %	451,489	31,171	420,318
<u>Fund 141 - Lewis Road Post-Closure Fund</u>							
141 9402 LR LFG Well Replacement	15,000	0	0	0.0 %	15,000	0	15,000
141 9403 LR Postclosure Maintenance	235,000	64,884	64,884	27.6 %	170,116	513	169,603
Total Fund 141 - Lewis Road Post-Closure F	250,000	64,884	64,884	26.0 %	185,116	513	184,603
<u>Fund 161 - Jolon Road Post-Closure Fund</u>							
161 9604 JR Postclosure Maintenance	260,000	227,272	227,272	87.4 %	32,728	0	32,728
Total Fund 161 - Jolon Road Post-Closure F	260,000	227,272	227,272	87.4 %	32,728	0	32,728
<u>Fund 211 - Grants</u>							
211 9228 Tire Amnesty 2021-22	0	0	0	0.0 %	0	1,551	(1,551)
211 9230 SB1383 Local Assistance Grant Prc	0	0	0	0.0 %	0	9,350	(9,350)
211 9258 Cal Recycle - 2020-21 CCPP	0	0	0	0.0 %	0	0	0
211 9261 Cal Recycle - 2021-22 CCPP	0	0	0	0.0 %	0	0	0
Total Fund 211 - Grants	0	0	0	0.0 %	0	10,901	(10,901)
<u>Fund 800 - Capital Improvement Projects Fu</u>							
800 9101 Equipment Replacement	1,150,000	0	0	0.0 %	1,150,000	0	1,150,000
800 9105 Concrete Grinding	25,000	0	0	0.0 %	25,000	0	25,000
800 9107 Scale House Software Upgrade	0	0	0	0.0 %	0	0	0
800 9108 Emergency Generators	0	0	0	0.0 %	0	0	0
800 9109 Organics Infrastructure Upgrades	0	0	0	0.0 %	0	0	0
800 9110 Administration Office Improvements	0	0	0	0.0 %	0	0	0
800 9214 Organics Program 2016-17	0	0	0	0.0 %	0	0	0

Salinas Valley Solid Waste Authority
Consolidated CIP Expenditure Report
For Period Ending July 31, 2023

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
800 9222 Community-Based Social Marketing	0	0	0	0.0 %	0	0	0
800 9223 Outdoor Education Center	0	0	0	0.0 %	0	0	0
800 9501 JC LFG System Improvements	300,000	0	0	0.0 %	300,000	0	300,000
800 9505 JC Partial Closure	100,000	2,387	2,387	2.4 %	97,613	0	97,613
800 9506 JC Litter Control Barrier	25,000	0	0	0.0 %	25,000	0	25,000
800 9507 JC Corrective Action	0	0	0	0.0 %	0	0	0
800 9509 JC Groundwater Well	0	0	0	0.0 %	0	0	0
800 9526 JC Equipment Replacement	0	0	0	0.0 %	0	0	0
800 9527 JC Module Engineering and Constr	0	3,725	3,725	0.0 %	(3,725)	0	(3,725)
800 9528 Roadway Improvements	100,000	0	0	0.0 %	100,000	0	100,000
800 9601 JR Transfer Station Improvements	25,000	220	220	0.9 %	24,780	0	24,780
800 9602 JR Equipment Purchase	0	0	0	0.0 %	0	0	0
800 9603 JR Well Replacement	0	0	0	0.0 %	0	0	0
800 9701 MLTS Equipment Replacement	0	0	0	0.0 %	0	0	0
800 9703 SSTS Improvements and Cleanup	0	5,409	5,409	0.0 %	(5,409)	0	(5,409)
Total Fund 800 - Capital Improvement Projec	1,725,000	11,741	11,741	0.7 %	1,713,259	0	1,713,259
Total CIP Expenditures	2,795,000	412,408	412,408	14.8 %	2,382,592	42,585	2,340,007

Salinas Valley Solid Waste Authority
Checks Issued Report for 7/1/2023 to 7/31/2023

Check #	Name	Check Date	Amount	Check Total
31559	HOME DEPOT All Sites Facility Supplies	7/6/2023	3,402.84	3,402.84
31560	**Void**	7/6/2023	-	-
31561	MANUEL TINAJERO SS Facility Maintenance	7/6/2023	2,200.00	2,200.00
31562	RAM Rick Albert Machinery, Inc JC Maintenance Supplies	7/6/2023	808.84	808.84
31563	GOLDEN STATE TRUCK & TRAILER REPAIR All Sites Facility Supplies	7/6/2023	23,085.88	23,085.88
31564	AON RISK INSURANCE SERVICES WEST, INC . Insurance - Commercial Auto Insurance - Commercial Property Insurance - Cyber Insurance - Earthquake Insurance - Employment Practices Insurance - Environmental Impairment Insurance - Excess Liability Insurance - General Liability	7/6/2023	188,518.00 174,782.79 8,935.26 39,902.85 22,255.00 69,084.17 167,842.91 190,220.72	861,541.70
31565	ALESHIRE & WYNDER, LLP Monthly Legal Services	7/13/2023	3,978.00	3,978.00
31566	ASBURY ENVIRONMENTAL SERVICES HHW Hauling & Disposal	7/13/2023	100.00	100.00
31567	ATLAS ORGANICS CU11, LLC June Organics Processing Organics Processing	7/13/2023	167,436.96 164,966.93	332,403.89
31568	Blackline Safety Corp. All Sites Safety Supplies	7/13/2023	8,236.32	8,236.32
31569	BLANCA SOTO JC Landscape Maintenance	7/13/2023	11,500.00	11,500.00
31570	BLUE RIDGE SERVICES, INC. JC Surveying Services	7/13/2023	6,105.00	6,105.00
31571	CALIFORNIA WATER SERVICE All Sites Water Service	7/13/2023	391.60	391.60
31572	CITY OF GONZALES JC Water Service	7/13/2023	97.85	97.85
31573	CLEAN EARTH ENVIRONMENTAL SOLUTIONS, INC. HHW Disposal Services & Supplies	7/13/2023	8,990.39	8,990.39

Salinas Valley Solid Waste Authority
Checks Issued Report for 7/1/2023 to 7/31/2023

Check #	Name	Check Date	Amount	Check Total
31574	COAST COUNTIES TRUCK & EQUIPMENT CO. ML Vehicle Maintenance	7/13/2023	800.10	800.10
31575	CSC OF SALINAS/YUMA JR Facility Maintenance	7/13/2023	164.03	164.03
31576	CUTTING EDGE SUPPLY JC Equipment Maintenance	7/13/2023	3,755.53	3,755.53
31577	DATAFLOW BUSINESS SYSTEMS INC. Adm Equipment Maintenance	7/13/2023	36.19	36.19
31578	EDUARDO ARROYO JC Facility Maintenance	7/13/2023	10,500.00	10,500.00
31579	ENRIQUE CARRILLO JR. All Sites Vehicle Maintenance	7/13/2023	2,924.29	2,924.29
31580	ERNEST VARELA Ops Adm Vehicle Maintenance	7/13/2023	180.00	180.00
31581	F.A.S.T. SERVICES Clerk Interpreting Services	7/13/2023	180.00	180.00
31582	FEDEX Ops Adm Overnight Shipment	7/13/2023	19.23	19.23
31583	FRANCHISE TAX BOARD FTB Withholding	7/13/2023	974.77	974.77
31584	FRESNO OXYGEN JC Equipment Maintenance	7/13/2023	81.11	81.11
31585	GEOLOGIC ASSOCIATES, INC. JC Improvements	7/13/2023	6,470.75	6,470.75
31586	GOLDEN STATE TRUCK & TRAILER REPAIR ML Vehicle Maintenance	7/13/2023	4,660.55	4,660.55
31587	GONZALES ACE HARDWARE JC Facility Maintenance Supplies	7/13/2023	28.26	28.26
31588	GRAINGER JC Safety Supplies JR Vehicle Maintenance	7/13/2023	511.98 399.50	911.48
31589	GREEN RUBBER - KENNEDY AG, LP JC Facility Maintenance Supplies	7/13/2023	11,702.77	11,702.77
31590	GREEN VALLEY INDUSTRIAL SUPPLY, INC JC Equipment Maintenance JC Facility Maintenance	7/13/2023	337.57 46.52	384.09

Salinas Valley Solid Waste Authority
Checks Issued Report for 7/1/2023 to 7/31/2023

Check #	Name	Check Date	Amount	Check Total
31591	GUARDIAN SAFETY AND SUPPLY, LLC JC Safety Supplies	7/13/2023	870.36	870.36
31592	ICONIX WATERWORK (US) INC. JC Maintenance Supplies	7/13/2023	755.20	755.20
31593	INFINITY STAFFING SERVICES, INC. JR Contract Labor	7/13/2023	2,770.20	2,770.20
31594	JOAQUIN VASQUEZ SS Facility Maintenance	7/13/2023	255.00	255.00
31595	JT HOSE & FITTINGS JC Equipment Maintenance	7/13/2023	3,643.18	3,643.18
31596	KING CITY HARDWARE INC. JR Facility Maintenance	7/13/2023	43.48	43.48
31597	MISSION LINEN SUPPLY All Sites Uniforms	7/13/2023	325.40	325.40
31598	NEU-SCAPES, INC. Common Area Maintenance	7/13/2023	750.00	750.00
31599	ODP BUSINESS SOLUTIONS, LLC All Sites Office Supplies	7/13/2023	4,171.43	4,171.43
31600	**Void**	7/13/2023	-	-
31601	ONE STOP AUTO CARE/V & S AUTO CARE, INC RR Vehicle Maintenance	7/13/2023	30.00	30.00
31602	PACE ANALYTICAL SERVICES, LLC CH Lab Water Analysis JR Lab Water Analysis	7/13/2023	62.00 124.00	186.00
31603	PRICILLIA RODRIGUEZ JR Hauling Services	7/13/2023	2,290.08	2,290.08
31604	PURE WATER BOTTLING Adm Water Services	7/13/2023	77.00	77.00
31605	QUINN COMPANY JC Equipment Maintenance	7/13/2023	3,820.79	3,820.79
31606	R.D. OFFUTT COMPANY JC Equipment Maintenance	7/13/2023	264.90	264.90
31607	SCS FIELD SERVICES All Sites Remote Monitoring	7/13/2023	925.00	925.00

Salinas Valley Solid Waste Authority
Checks Issued Report for 7/1/2023 to 7/31/2023

Check #	Name	Check Date	Amount	Check Total
31608	SOLEDAD TIRE & WHEEL SERVICE, INC. JC Vehicle Maintenance	7/13/2023	50.00	50.00
31609	SONSRAY MACHINERY LLC JC Equipment Maintenance	7/13/2023	1,028.22	1,028.22
31610	SOUTHERN COUNTIES LUBRICANTS LLC All Sites Biodiesel Fuel	7/13/2023	68,437.60	68,437.60
31611	**Void**	7/13/2023	-	-
31612	Southern Counties Oil Co., a CA Limited Partnership JR Bio diesel Fuel	7/13/2023	4,226.64	4,226.64
31613	STERICYCLE, INC Adm Shredding Services	7/13/2023	236.57	236.57
31614	VALERIO VARELA JR All Sites Equipment Maintenance	7/13/2023	9,995.00	9,995.00
31615	Vasquez Fabrication, Inc. JC Equipment Maintenance	7/13/2023	1,837.50	1,837.50
31616	VERIZON WIRELESS SERVICES Monthly Internet Service	7/13/2023	190.05	190.05
31617	WESTERN TRAILER COMPANY ML Vehicle Maintenance	7/13/2023	5,267.84	5,267.84
31618	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION All Sites Fuel	7/13/2023	3,236.25	3,236.25
31619	AON RISK INSURANCE SERVICES WEST, INC . Insurance - Inland Marine	7/13/2023	98,813.00	98,813.00
31620	COMCAST Adm Internet Services	7/13/2023	462.01	462.01
31621	Elevator Service Co. of Central California Inc. Common Area Maintenance	7/13/2023	190.00	190.00
31622	FIRST ALARM All Sites Alarm Services	7/13/2023	2,262.60	2,262.60
31623	GFOA - GOVERNMENT FINANCE OFFICERS ASSOCIATION GFOA Training	7/13/2023	255.00	255.00
31624	GOLDEN STATE TRUCK & TRAILER REPAIR JR Vehicle Maintenance	7/13/2023	505.29	505.29

Salinas Valley Solid Waste Authority
Checks Issued Report for 7/1/2023 to 7/31/2023

Check #	Name	Check Date	Amount	Check Total
31625	GONZALES ACE HARDWARE JC Facility Maintenance	7/13/2023	529.53	529.53
31626	GRAINGER JC Facility Maintenance	7/13/2023	3,454.00	3,454.00
31627	GREEN RUBBER - KENNEDY AG, LP JC Maintenance Supplies	7/13/2023	153.83	153.83
31628	HYDROTURF, INC JC Garden Supplies	7/13/2023	3.34	3.34
31629	KELLY-MOORE PAINT COMPANY INC. HHW Facility Maintenance	7/13/2023	244.89	244.89
31630	MISSION LINEN SUPPLY ML Uniforms	7/13/2023	77.53	77.53
31631	MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY Common Area Maintenance Sewer	7/13/2023	240.48	240.48
31632	ODP BUSINESS SOLUTIONS, LLC Adm & JC Office Supplies	7/13/2023	72.48	72.48
31633	PROBUILD COMPANY LLC JC Facility Maintenance	7/13/2023	713.31	713.31
31634	QUINN COMPANY JC Equipment Maintenance	7/13/2023	2,489.18	2,489.18
31635	SOUTHERN TIRE MART LLC ML Vehicle Maintenance	7/13/2023	393.74	393.74
31636	STEVEN M. POUDRIER All Sites Office Supplies	7/13/2023	243.08	243.08
31637	TELCO BUSINESS SOLUTIONS Adm Network Support	7/13/2023	274.20	274.20
31638	TYLER TECHNOLOGIES, INC. - INCODE DIVISION Annual Subscription	7/13/2023	25,134.07	25,134.07
31639	ULINE, INC. Adm Office Supplies	7/13/2023	152.64	152.64
31640	A & G PUMPING, INC JR Portable Toilet	7/19/2023	245.75	245.75
31641	ACME CAR WASH Adm & RR Vehicle Maintenance	7/19/2023	270.00	270.00

Salinas Valley Solid Waste Authority
Checks Issued Report for 7/1/2023 to 7/31/2023

Check #	Name	Check Date	Amount	Check Total
31642	ASBURY ENVIRONMENTAL SERVICES HHW Hauling & Disposal	7/19/2023	105.00	105.00
31643	BAGLEY ENTERPRISES, INC JR Facility Maintenance	7/19/2023	680.00	680.00
31644	CARLON'S FIRE EXTINGUISHER SALES & SERVICE JC Safety Supplies	7/19/2023	53.34	53.34
31645	CITY OF GONZALES JC Water Service	7/19/2023	228.18	228.18
31646	COAST COUNTIES TRUCK & EQUIPMENT CO. ML Vehicle Maintenance	7/19/2023	1,460.42	1,460.42
31647	CUTTING EDGE SUPPLY JC Equipment Maintenance	7/19/2023	34,687.10	34,687.10
31648	DON CHAPIN INC JC Facility Maintenance	7/19/2023	26,723.26	26,723.26
31649	GEOLOGIC ASSOCIATES, INC. CH & LR Monthly Groundwater Monitoring Monthly Groundwater Monitoring Services	7/19/2023	2,213.05 35,361.95	37,575.00
31650	GOLDEN STATE TRUCK & TRAILER REPAIR ML Vehicle Maintenance	7/19/2023	67,333.59	67,333.59
31651	GONZALES MACHINE & FORGE, INC ML Vehicle Maintenance	7/19/2023	1,236.21	1,236.21
31652	GRANITE CONSTRUCTION COMPANY RR Special Dept Supplies	7/19/2023	4,057.57	4,057.57
31653	GREEN RUBBER - KENNEDY AG, LP JC Maintenance Supplies	7/19/2023	572.64	572.64
31654	HOPE SERVICES JC Litter Abatement	7/19/2023	13,708.85	13,708.85
31655	INFINITY STAFFING SERVICES, INC. JR Contract Labor	7/19/2023	1,077.38	1,077.38
31656	MANUEL PEREA TRUCKING, INC. ML & SS Equipment Rental	7/19/2023	3,470.00	3,470.00
31657	ONE STOP AUTO CARE/V & S AUTO CARE, INC All Sites Vehicle Maintenance	7/19/2023	1,630.55	1,630.55
31658	PENINSULA MESSENGER LLC All Sites Courier Services	7/19/2023	1,098.00	1,098.00

Salinas Valley Solid Waste Authority
Checks Issued Report for 7/1/2023 to 7/31/2023

Check #	Name	Check Date	Amount	Check Total
31659	PURE WATER BOTTLING All Sites Service	7/19/2023	255.89	255.89
31660	QED ENVIRONMENTAL SYSTEMS INC. All Sites Maintenance Supplies	7/19/2023	37,553.80	37,553.80
31661	QUINN COMPANY JC Equipment Maintenance	7/19/2023	47,921.75	47,921.75
31662	RAMON N VALLEJO Pre-employment Live-Scan	7/19/2023	114.00	114.00
31663	ROSSI BROS TIRE & AUTO SERVICE All Sites Vehicle and Equipment Maintenance	7/19/2023	1,608.24	1,608.24
31664	SALINAS NEWSPAPERS, INC. Public Notice: NOA RFB	7/19/2023	98.20	98.20
31665	SCS FIELD SERVICES All Sites Routine Engineering Services CH Non-routine Engineering Services JC Engineering Services	7/19/2023	24,367.42 220.72 568.00	25,156.14
31666	SOCIAL VOCATIONAL SERVICES, INC. JC Janitorial Services	7/19/2023	7,566.29	7,566.29
31667	SOUTHERN COUNTIES LUBRICANTS LLC All Sites Biodiesel Fuel	7/19/2023	10,878.69	10,878.69
31668	VALERIO VARELA JR JC Equipment Maintenance	7/19/2023	1,490.00	1,490.00
31669	VALLEY FABRICATION, INC. ML Vehicle Maintenance	7/19/2023	126.73	126.73
31670	VOSTI'S INC All Sites Vehicle Maintenance	7/19/2023	939.85	939.85
31671	WESTERN EXTERMINATOR COMPANY All Sites Exterminator Services	7/19/2023	189.95	189.95
31672	Agile Occupational Medicine PC HR Pre-employment Physical	7/19/2023	110.00	110.00
31673	AON RISK INSURANCE SERVICES WEST, INC . Insurance - Commercial Property	7/19/2023	15,275.63	15,275.63
31674	CUSG Performance Solutions, LLC HR Performance Software	7/19/2023	2,500.48	2,500.48
31675	ERIC GARCIA ML & JC Vehicle Maintenance	7/19/2023	1,275.00	1,275.00

Salinas Valley Solid Waste Authority
Checks Issued Report for 7/1/2023 to 7/31/2023

Check #	Name	Check Date	Amount	Check Total
31676	FEDEX Ops Adm Overnight Shipments	7/19/2023	32.79	32.79
31677	GFOA - GOVERNMENT FINANCE OFFICERS ASSOCIATION Training	7/19/2023	135.00	135.00
31678	GOLDEN STATE TRUCK & TRAILER REPAIR All Sites Vehicle Maintenance	7/19/2023	839.01	839.01
31679	GONZALES ACE HARDWARE All Sites Equipment Maintenance	7/19/2023	90.51	90.51
31680	GRAINGER All Sites Facility Supplies	7/19/2023	881.72	881.72
31681	GREEN RUBBER - KENNEDY AG, LP JC Facility Maintenance Supplies	7/19/2023	643.69	643.69
31682	HENLEY PACIFIC SF, LLC HHW Equipment Maintenance	7/19/2023	60.26	60.26
31683	ICONIX WATERWORK (US) INC. JC Maintenance Supplies	7/19/2023	5,669.66	5,669.66
31684	LINDA VASQUEZ CALPERS Education Forum - Registration	7/19/2023	449.00	449.00
31685	MISSION LINEN SUPPLY All Sites Uniforms	7/19/2023	461.73	461.73
31686	MONTEREY BAY UNIFIED AIR POLLUTION CONTROL DISTRICT CH LFG Flare Permit	7/19/2023	1,533.00	1,533.00
31687	MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY ML Sewer Services	7/19/2023	33.28	33.28
31688	OPENGOV, INC Annual Transparency Website	7/19/2023	1,877.40	1,877.40
31689	PACIFIC TRUCK PARTS, INC JC Equipment Maintenance Supplies	7/19/2023	446.40	446.40
31690	PITNEY BOWES - POSTAGE Adm Postage	7/19/2023	2,183.32	2,183.32
31691	QUINN COMPANY JC Equipment Maintenance	7/19/2023	568.26	568.26
31692	SAFETEQUIP JC & ML Safety Supplies	7/19/2023	244.31	244.31

Salinas Valley Solid Waste Authority
Checks Issued Report for 7/1/2023 to 7/31/2023

Check #	Name	Check Date	Amount	Check Total
31693	SAUL CARDENAS-IBARRA RR SVR 8 Reels	7/19/2023	600.00	600.00
31694	SOLID WASTE ASSOCIATION OF NORTH AMERICA SWANA Membership	7/19/2023	410.00	410.00
31695	SOUTHERN COUNTIES LUBRICANTS LLC All Sites Biodiesel Fuel	7/19/2023	33,617.82	33,617.82
31696	SOUTHERN TIRE MART LLC ML Vehicle Maintenance Supplies	7/19/2023	426.40	426.40
31697	TODD V. RAMEY JC Engineering Services	7/19/2023	2,387.00	2,387.00
31698	ULINE, INC. Ops Adm Supplies & Materials	7/19/2023	139.42	139.42
31699	Vasquez Fabrication, Inc. JR Equipment Maintenance	7/19/2023	93.75	93.75
31700	WHITE CAP, LP JC Facility Maintenance	7/19/2023	346.10	346.10
31701	ZORO JC Safety Supplies	7/19/2023	95.61	95.61
31702	CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS Inspection	7/25/2023	40.00	40.00
31703	ALESHIRE & WYNDER, LLP Monthly Legal Services	7/26/2023	4,056.00	4,056.00
31704	ALPHA AUTO BODY INC. JC Equipment Maintenance	7/26/2023	422.19	422.19
31705	AT&T SERVICES INC SS Telephone Service	7/26/2023	518.96	518.96
31706	AUTOZONE LLC. All Sites Equipment Maintenance Supplies	7/26/2023	2,174.69	2,174.69
31707	**Void**	7/26/2023	-	-
31708	**Void**	7/26/2023	-	-
31709	**Void**	7/26/2023	-	-

Salinas Valley Solid Waste Authority
Checks Issued Report for 7/1/2023 to 7/31/2023

Check #	Name	Check Date	Amount	Check Total
31710	BLUE STRIKE ENVIRONMENTAL INC RR Consulting Services	7/26/2023	18,934.02	18,934.02
31711	CALIFORNIA WATER SERVICE SS Water Service	7/26/2023	12.38	12.38
31712	CARLON'S FIRE EXTINGUISHER SALES & SERVICE JC Safety Supplies	7/26/2023	59.26	59.26
31713	DOCTORS ON DUTY MEDICAL GROUP Employee Physical Exam	7/26/2023	80.00	80.00
31714	GOLDEN STATE TRUCK & TRAILER REPAIR ML Vehicle Maintenance	7/26/2023	3,009.11	3,009.11
31715	GONZALES TIRE & AUTO SUPPLY All Sites Equipment Maintenance Supplies	7/26/2023	1,685.04	1,685.04
31716	**Void**	7/26/2023	-	-
31717	GREEN RUBBER - KENNEDY AG, LP JC Maintenance Supplies	7/26/2023	1,654.58	1,654.58
31718	GUERITO JC Portable Toilet	7/26/2023	1,072.00	1,072.00
31719	MONTEREY CITY DISPOSAL SERVICE, INC. Mixed Recycling Diversion Fees	7/26/2023	85.35	85.35
31720	PAJARO VALLEY LOAVES AND FISHES, INC. Edible Food Recovery Grant Funding	7/26/2023	6,000.00	6,000.00
31721	PRICILLIA RODRIGUEZ JR Hauling Services	7/26/2023	1,519.68	1,519.68
31722	SCS ENGINEERS JC Consulting Engineering	7/26/2023	7,200.00	7,200.00
31723	SOUTHERN TIRE MART LLC ML Vehicle Maintenance	7/26/2023	3,324.48	3,324.48
31724	TELCO BUSINESS SOLUTIONS Monthly Network Support	7/26/2023	628.82	628.82
31725	VERIZON WIRELESS SERVICES Monthly Internet Service	7/26/2023	190.05	190.05
31726	BAUDVILLE, INC Employee Recognition	7/26/2023	698.67	698.67

Salinas Valley Solid Waste Authority
Checks Issued Report for 7/1/2023 to 7/31/2023

Check #	Name	Check Date	Amount	Check Total
31727	BRYAN EQUIPMENT JC Equipment Maintenance	7/26/2023	325.16	325.16
31728	COMCAST HHW Internet Service	7/26/2023	70.50	70.50
31729	COMMERCIAL TRUCK COMPANY JC Equipment Maintenance	7/26/2023	774.25	774.25
31730	CORE & MAIN LP JC Maintenance Supplies	7/26/2023	2,379.02	2,379.02
31731	CURIE ENVIRONMENTAL SERVICES HHW Safety Supplies	7/26/2023	1,486.80	1,486.80
31732	EAST BAY TIRE CO. Ops Adm Vehicle Maintenance	7/26/2023	37.69	37.69
31733	GOLDEN STATE TRUCK & TRAILER REPAIR JR Vehicle Maintenance	7/26/2023	380.22	380.22
31734	GONZALES ACE HARDWARE JC Equipment Maintenance	7/26/2023	122.07	122.07
31735	ICONIX WATERWORK (US) INC. JC Maintenance Supplies	7/26/2023	485.70	485.70
31736	KING CITY HARDWARE INC. JR Facility Maintenance	7/26/2023	81.74	81.74
31737	MICROSOFT CORPORATION Microsoft: Office365 Annual Subscription	7/26/2023	2,673.00	2,673.00
31738	MISSION LINEN SUPPLY All Sites Uniforms	7/26/2023	429.30	429.30
31739	ODP BUSINESS SOLUTIONS, LLC All Sites Office Supplies	7/26/2023	633.15	633.15
31740	QUINN COMPANY JC Equipment Maintenance JR Vehicle Maintenance	7/26/2023	1,411.87 203.46	1,615.33
31741	SAFETEQUIP ML Safety Supplies	7/26/2023	96.31	96.31
31742	SALINAS VALLEY CHAMBER OF COMMERCE Agency Membership	7/26/2023	300.00	300.00
31743	SHARPS SOLUTIONS, LLC HHW Hauling & Disposal	7/26/2023	350.00	350.00

Salinas Valley Solid Waste Authority
Checks Issued Report for 7/1/2023 to 7/31/2023

Check #	Name	Check Date	Amount	Check Total
31744	SOLID WASTE ASSOCIATION OF NORTH AMERICA SWANA Membership	7/26/2023	275.00	275.00
31745	SOLID WASTE ASSOCIATION OF NORTH AMERICA SWANA Sponsorship	7/26/2023	1,000.00	1,000.00
31746	SOUTHERN COUNTIES LUBRICANTS LLC All Sites Biodiesel Fuel	7/26/2023	9,146.37	9,146.37
31747	SOUTHERN TIRE MART LLC ML Vehicle Maintenance	7/26/2023	85.00	85.00
31748	VALERIO VARELA JR JC Equipment Maintenance	7/26/2023	2,907.50	2,907.50
31749	VALLEY FABRICATION, INC. ML Vehicle Maintenance	7/26/2023	80.46	80.46
31750	MONTEREY COUNTY HEALTH DEPARTMENT Annual County Permits	7/27/2023	77,312.00	77,312.00
23-00704-DFT	US BANK CORPORATE PAYMENT SYSTEM	7/6/2023		
	USPS: Asmin Office Supplies		31.05	
	Amazon: JC Facility Supplies		211.71	
	Amazon: ML Transport Supplies		881.96	
	Amazon: JC Facility Maintenance		182.09	
	Burnt WorkWear: Ops Safety Supplies		173.72	
	VistaPrint: All Sites Office Supplies		1,221.43	
	Amazon: Admin Support Supplies		19.17	
	Amazon: Admin Office Supplies		75.99	
	Amazon: Board Meeting Supplies		48.89	
	Amazon: Admin Support Supplies		146.11	
	Costco: Finance Network Support		1,272.74	
	Amazon: Admin Office Supplies		109.24	
	Costco - Computer Equipment		184.99	
	Costco - Computer Equipment		1,349.02	
	Amazon: Admin Support Supplies		16.70	
	Amazon: Admin Support Supplies		280.70	
	Amazon: JC Facility Maintenance		42.00	
	Wayfair: RR Department Supplies		446.81	
	GFOA: Annual Membership		160.00	
	Amazon: Finance Network Supplies		27.30	
	Costco: Finance Office Supplies		1,999.23	
	Indeed: Ops Recruitment Services		195.74	
	Intermedia: Monthly Email Exchange		417.52	
	AT&T: 126 SS Internet Services		273.73	
	Dell: Ops Admin Office Supplies		4,608.22	
	Amazon: SSTS Maintenance Supplies		213.32	
	Amazon: JC Maintenance Supplies		167.95	
	Mountain Mike's Pizza: Employee Appreciation		392.52	
	Amazon: RR Dept Supplies		137.02	
	Amazon: Finance Office Supplies		114.14	
	Amazon: RR Office Supplies		398.11	

Salinas Valley Solid Waste Authority
Checks Issued Report for 7/1/2023 to 7/31/2023

Check #	Name	Check Date	Amount	Check Total
	Black Bear Diner: Ops Meetings		69.86	
	Amazon: JC Facility Maintenance		64.64	
	Amazon: JC Safety Supplies		1,000.72	
	Ubiquiti: Finance Network Support		338.67	
	Gulfeagle Supply: JC Facility Maintenance		1,662.58	
	USCutter: RR Department Supplies		150.52	
	Amazon: JC Safety Supplies		30.06	
	Guardian Angel: JC Safety Supplies		649.87	
	Amazon: Admin Safety Supplies		36.31	
	Amazon: Admin Office Supplies		46.97	
	LandsEnd: Ops Admin Supplies		256.87	
	Walmart: BD Meeting Supplies		275.30	
	Amazon: Admin Office Supplies		229.40	
	Amazon: RR Dept Supplies		168.31	
	Home Depot: Admin Office Supplies		963.26	
	Amazon: Admin Office Supplies		52.41	
	Amazon: JC Facility Maintenance		69.85	
	Amazon: ML Transport Supplies		188.55	
	Proven Industries: All Sites Supplies		95.00	
	Ubiquiti: Finance Network Support		281.86	
	Vistaprint: RR Special Dept Supplies		165.50	
	Amazon: Finance Network Supplies		38.22	
	Microsoft: Finance Network Support		99.00	
	Microsoft: Finance Network Support		99.00	
	Elli's Great Restaurant: RR Meeting		202.55	
	GreenEducation: Admin Conference		45.00	
	Zoom: Online Meetings		151.16	
				23,230.56
23-00705-DFT	US BANK CORPORATE PAYMENT SYSTEM	7/6/2023		
	Zoom: Online Meetings		1,101.77	
	Canva: RR Subscriptions		119.40	
				1,221.17
23-00727-DFT	REPUBLIC SERVICES - MADISON LANE TRANSFER STATION 4918	7/31/2023		
	ML Rent		16,883.54	
				16,883.54
23-00728-DFT	PACIFIC GAS AND ELECTRIC COMPANY	7/13/2023		
	All Sites CNG Fuel		2,761.53	
				2,761.53
24-00001-DFT	California Department of Tax and Fee Administration	7/13/2023		
	Quarterly BOE Landfill Fee		13,122.00	
				13,122.00
	Total:			2,176,132.92
	Payroll Disbursements			<u>646,816.26</u>
	Grand Total			<u>2,822,949.18</u>



Report to the Board of Directors

ITEM NO. 3

Finance and Administration
Manager/Controller/Treasurer

General Manager/CAO

N/A

General Legal Counsel

Date: October 19, 2023
From: C. Ray Hendricks, Finance and Administration Manager
Title: August 2023 Claims and Financial Reports

RECOMMENDATIONS

Staff requests that the Executive Committee recommend acceptance of the August 2023 Claims and Financial Reports.

DISCUSSION & ANALYSIS

Please refer to the attached financial reports and checks issued report for the month of August for a summary of the Authority's financial position as of August 31, 2023. The following are highlights of the Authority's financial activity for the month of August.

Results of Operations (Consolidated Statement of Revenues and Expenditures)

For the month of August 2023, operating expenditures exceeded revenues by \$1,941,910. This is due to the annual payment of the principal balance on our Bonds that is due on August 1 every year .

Revenues (Consolidated Statement of Revenues and Expenditures)

	August Budget	August Actual	Over/(Under)	
Tipping Fees - Solid Waste	1,194,917	1,441,486	246,569	20.6%
Tipping Fees - Diverted Materials	288,553	426,620	138,067	47.8%
Other Revenues	591,978	609,856	17,878	3.0%
Total Revenue	2,075,448	2,477,962	402,514	19.4%

Solid Waste revenues for August were \$246,569 or 20.6% over budgeted amounts. Diverted Material revenues for August were \$138,067 or 47.8% over budgeted amounts. August total revenue was \$402,514 or 19.4% over budgeted amounts.

	Y-T-D Budget	Y-T-D Actual	Over/(Under)	
Tipping Fees - Solid Waste	2,356,617	2,714,804	358,187	15.2%
Tipping Fees - Diverted Materials	561,831	745,369	183,538	32.7%
Other Revenues	1,173,230	1,202,836	29,606	2.5%
Total Revenue	4,091,678	4,663,009	571,331	14.0%

Solid Waste revenues year to date as of August were \$358,187 or 15.2% over budgeted amounts. Diverted Material revenues year to date as of August were \$183,538 or 32.7% over budgeted amounts. Year to date total revenue as of August was \$571,331 or 14.0% over budgeted amounts.

Operating Expenditures (Consolidated Statement of Revenues and Expenditures)

As of August 31, 2023 (16.7% of the fiscal year), year-to-date operating expenditures totaled \$4,419,872. This is 26.9% of the operating budget of \$21,760,000.

Capital Project Expenditures (Consolidated Grant and CIP Expenditures Report)

For the month of August 2023, capital project expenditures totaled \$608,567. \$400,000 was for the JC Groundwater Well. \$64,156 was for the JR Transfer Station Improvements. \$61,675 was for Equipment Replacement. \$36,568 was for CH Postclosure Maintenance. \$13,175 was for SB1383 Local Assistance Grant Program. \$11,198 was for the JC Module Engineering and Construction.

Claims Checks Issued Report

The Authority's Checks Issued Report for the month of August 2023 is attached for review and acceptance. August disbursements total \$2,159,107.84, of which \$626,757.87 was paid from the payroll checking account for payroll and payroll related benefits.

The following is a list of vendors paid more than \$50,000 during the month of August 2023.

Vendor	Services	Amount
George Amaral	Ground Water Purchase Agreement	\$400,000.00
Atlas Organics CU11, LLC.	Organics Processing & Compost Purchases	\$196,555.68
Southern Counties Lubricants, LLC.	All Sites Equipment & Vehicle Fuel	\$107,325.74
City of Gonzales	Jul. – Sep. Hosting Fee	\$62,499.99
Con-Wal, Inc.	Automatic Tarping Machine	\$61,675.00

Cash Balances

The Authority's cash position decreased by \$2,691,867.00 during August to \$33,294,129.88. Most of the cash balance is restricted, held in trust, committed, or assigned as shown below. Cash for Capital Improvements and post closure funded from operations is transferred at the beginning of the year. Additionally, debt service payments are made in August. While these transfers and payments leave the balance available for operations with a negative balance, profitable operations should improve the balance to a positive amount by the end of the fiscal year.

<u>Restricted by Legal Agreements:</u>	
Johnson Canyon Closure Fund	5,083,639.58
Restricted for Pension Liabilities (115 Trust)	392,106.16
State & Federal Grants	211,765.30
BNY - Bond 2022A Payment	-
<u>Funds Held in Trust:</u>	
Central Coast Media Recycling Coalition	56,595.84
Employee Unreimbursed Medical Claims	3,862.75
<u>Committed by Board Policy:</u>	
AB939 Services	(537,090.28)
Undesignated Fund Balance	1,787,437.16
Designated for Capital Projects Reserve	3,581,124.98
Designated for Environmental Impairment Reserve	2,516,999.45
Designated for Operating Reserve	3,180,000.00
Expansion Fund (South Valley Revenues)	4,871,862.26
<u>Assigned for Post Closure and Capital Improvements</u>	
Crazy Horse Post Closure	1,256,590.12
Lewis Road Post Closure	375,197.79
Jolon Road Post Closure	149,620.11
Johnson Canyon Post Closure	2,516,173.69
Capital Improvement Projects	12,720,714.57
<u>Available for Operations:</u>	(4,872,469.60)
Total	<u><u>33,294,129.88</u></u>

ATTACHMENTS

1. August 2023 Consolidated Statement of Revenues and Expenditures
2. August 2023 Consolidated Grant and CIP Expenditures Report
3. August 2023 Checks Issued Report

Salinas Valley Solid Waste Authority
Consolidated Statement of Revenues and Expenditure
For Period Ending August 31, 2023

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
<u>Revenue Summary</u>							
Tipping Fees - Solid Waste	13,532,700	1,441,486	2,714,804	20.1 %	10,817,896	0	10,817,896
Tipping Fees - Diverted Materials	3,232,600	426,620	745,369	23.1 %	2,487,231	0	2,487,231
AB939 Service Fee	4,103,000	341,918	683,836	16.7 %	3,419,164	0	3,419,164
Charges for Services	2,668,000	246,155	493,975	18.5 %	2,174,025	0	2,174,025
Sales of Materials	245,000	15,006	15,006	6.1 %	229,995	0	229,995
Gas Royalties	290,000	0	0	0.0 %	290,000	0	290,000
Investment Earnings	500,000	6,777	10,019	2.0 %	489,981	0	489,981
Total Revenue	24,571,300	2,477,962	4,663,008	19.0 %	19,908,292	0	19,908,292
<u>Expense Summary</u>							
Executive Administration	532,100	34,876	63,603	12.0 %	468,497	39	468,457
Administrative Support	498,500	47,086	100,530	20.2 %	397,970	28,000	369,970
Human Resources Administration	274,200	22,166	41,333	15.1 %	232,867	39	232,827
Clerk of the Board	214,800	18,937	29,089	13.5 %	185,711	39	185,672
Finance Administration	940,100	62,027	150,676	16.0 %	789,424	193	789,231
Operations Administration	699,700	36,644	77,219	11.0 %	622,481	118	622,362
Resource Recovery	1,381,100	131,250	200,081	14.5 %	1,181,019	8,470	1,172,549
Marketing	75,600	3,588	3,588	4.7 %	72,012	65,000	7,012
Public Education	234,300	26,502	27,279	11.6 %	207,021	92,570	114,451
Household Hazardous Waste	868,500	41,910	75,849	8.7 %	792,651	6,439	786,212
C & D Diversion	383,600	12,399	13,421	3.5 %	370,179	47,819	322,360
Organics Diversion	2,224,900	185,110	267,027	12.0 %	1,957,873	1,612,548	345,325
Diversion Services	40,000	2,365	2,365	5.9 %	37,635	0	37,635
JR Transfer Station	739,000	48,426	120,712	16.3 %	618,288	1,835	616,453
JR Recycling Operations	234,500	17,866	25,740	11.0 %	208,760	0	208,760
SS Disposal Operations	0	0	0	0.0 %	0	0	0

Salinas Valley Solid Waste Authority
Consolidated Statement of Revenues and Expenditure
For Period Ending August 31, 2023

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
SS Transfer Operations	0	0	0	0.0 %	0	0	0
SS Recycling Operations	0	0	0	0.0 %	0	0	0
ML Transportation Operations	1,845,700	206,221	388,399	21.0 %	1,457,301	28,196	1,429,105
ML Recycling Operations	606,600	46,615	107,078	17.7 %	499,522	151,952	347,570
JC Landfill Operations	3,842,600	300,732	703,048	18.3 %	3,139,552	306,768	2,832,783
JC Recycling Operations	824,300	56,459	94,189	11.4 %	730,111	67,371	662,740
Johnson Canyon ECS	580,500	37,287	50,800	8.8 %	529,700	135,823	393,876
Sun Street ECS	226,800	22,766	130,712	57.6 %	96,088	0	96,088
Debt Service - Interest	413,200	213,214	213,214	51.6 %	199,987	0	199,987
Debt Service - Principal	2,700,000	2,700,000	2,700,000	100.0 %	0	0	0
Closure/Post Closure Set-Aside	334,400	35,255	66,502	19.9 %	267,898	0	267,898
Cell Construction Set-Aside	1,045,000	110,170	207,818	19.9 %	837,182	0	837,182
Total Expense	21,760,000	4,419,872	5,860,271	26.9 %	15,899,729	2,553,221	13,346,508
Revenue Over/(Under) Expenses	2,811,300	(1,941,910)	(1,197,263)	-42.6 %	4,008,563	(2,553,221)	6,561,784

Salinas Valley Solid Waste Authority

Consolidated CIP Expenditure Report

For Period Ending August 31, 2023

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
<u>Fund 131 - Crazy Horse Post-Closure Fund</u>							
131 9316 CH Corrective Action Program	253,000	0	0	0.0 %	253,000	0	253,000
131 9319 CH LFG System Improvements	146,500	0	0	0.0 %	146,500	0	146,500
131 9321 CH Postclosure Maintenance	1,002,074	36,568	145,079	14.5 %	856,995	125,721	731,275
Total Fund 131 - Crazy Horse Post-Closure Fund	1,401,574	36,568	145,079	10.4 %	1,256,495	125,721	1,130,775
<u>Fund 141 - Lewis Road Post-Closure Fund</u>							
141 9402 LR LFG Well Replacement	80,000	0	0	0.0 %	80,000	0	80,000
141 9403 LR Postclosure Maintenance	369,216	9,134	74,019	20.0 %	295,198	65,126	230,072
Total Fund 141 - Lewis Road Post-Closure Fund	449,216	9,134	74,019	16.5 %	375,198	65,126	310,072
<u>Fund 161 - Jolon Road Post-Closure Fund</u>							
161 9604 JR Postclosure Maintenance	377,758	866	228,138	60.4 %	149,620	8,951	140,669
Total Fund 161 - Jolon Road Post-Closure Fund	377,758	866	228,138	60.4 %	149,620	8,951	140,669
<u>Fund 211 - Grants</u>							
211 9228 Tire Amnesty 2021-22	1,551	1,551	1,551	100.0 %	0	0	0
211 9230 SB1383 Local Assistance Grant Proc	231,635	13,175	13,175	5.7 %	218,460	0	218,460
211 9261 Cal Recycle - 2021-22 CCPP	4,720	650	650	13.8 %	4,070	0	4,070
211 9262 CalRecycle - Household Hazardous	100,000	0	0	0.0 %	100,000	0	100,000
211 9263 Cal Recycle - 2022-23 CCPP	22,139	0	0	0.0 %	22,139	0	22,139
Total Fund 211 - Grants	360,045	15,376	15,376	4.3 %	344,669	0	344,669
<u>Fund 800 - Capital Improvement Projects Fund</u>							
800 9101 Equipment Replacement	3,040,685	61,675	61,675	2.0 %	2,979,010	0	2,979,010
800 9105 Concrete Grinding	54,614	0	0	0.0 %	54,614	0	54,614
800 9107 Scale House Software Upgrade	68,180	0	0	0.0 %	68,180	0	68,180
800 9109 Organics Infrastructure Upgrades	3,000,000	0	0	0.0 %	3,000,000	0	3,000,000
800 9110 Administration Office Improvements	120,000	0	0	0.0 %	120,000	0	120,000
800 9214 Organics Program 2016-17	715,898	0	0	0.0 %	715,898	0	715,898

Salinas Valley Solid Waste Authority

Consolidated CIP Expenditure Report

For Period Ending August 31, 2023

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
800 9223 Outdoor Education Center	13,145	4,820	4,820	36.7 %	8,325	2,156	6,169
800 9501 JC LFG System Improvements	422,977	0	0	0.0 %	422,977	0	422,977
800 9505 JC Partial Closure	206,335	4,774	7,161	3.5 %	199,174	0	199,174
800 9506 JC Litter Control Barrier	104,625	0	0	0.0 %	104,625	0	104,625
800 9507 JC Corrective Action	250,070	0	0	0.0 %	250,070	0	250,070
800 9509 JC Groundwater Well	400,000	400,000	400,000	100.0 %	0	0	0
800 9527 JC Module Engineering and Constr	3,130,188	11,198	14,923	0.5 %	3,115,265	0	3,115,265
800 9528 Roadway Improvements	500,049	0	0	0.0 %	500,049	0	500,049
800 9601 JR Transfer Station Improvements	782,611	64,156	64,376	8.2 %	718,235	325,260	392,975
800 9603 JR Well Replacement	250,000	0	0	0.0 %	250,000	0	250,000
Total Fund 800 - Capital Improvement Proje	13,059,376	546,623	552,954	4.2 %	12,506,422	327,417	12,179,005
Total CIP Expenditures	15,647,970	608,567	1,015,566	6.5 %	14,632,404	527,214	14,105,191

Salinas Valley Solid Waste Authority
Checks Issued Report for 8/1/2023 to 8/31/2023

Check #	Name	Check Date	Amount	Check Total
31751	HOME DEPOT All Sites Facility Supplies	8/3/2023	1,249.47	1,249.47
31752	HOME DEPOT All Sites Facility Supplies	8/3/2023	102.07	102.07
31753	George Amaral Ground Water Purchase Agreement	8/3/2023	400,000.00	400,000.00
31754	ADMANOR, INC CCRMC Monthly Media & Marketing Service	8/3/2023	11,268.80	11,268.80
31755	ATLAS ORGANICS CU11, LLC Organic Processing	8/3/2023	18,125.00	18,125.00
31756	BECKS SHOES AND REPAIR All Sites Safety Supplies	8/3/2023	899.33	899.33
31757	GEOLOGIC ASSOCIATES, INC. JC Stormwater Management Plan	8/3/2023	2,905.00	2,905.00
31758	GRANITE ROCK CO/PAVEX RR Special Dept Supplies	8/3/2023	2,462.30	2,462.30
31759	JT HOSE & FITTINGS JC Facility Maintenance	8/3/2023	206.03	206.03
31760	JULIO GIL Adm Bldg. Supplies	8/3/2023	443.79	443.79
31761	MONTEREY BAY UNIFIED AIR POLLUTION CONTROL DISTRICT JC Air Board Permit Fees	8/3/2023	7,216.00	7,216.00
31762	MONTEREY COUNTY HEALTH DEPARTMENT Quarterly County Fee	8/3/2023	28,198.93	28,198.93
31763	S. GRONER ASSOCIATES SGA Marketing Contract	8/3/2023	15,774.40	15,774.40
31764	WEST COAST RUBBER RECYCLING, INC JR Tire Diversion	8/3/2023	2,365.00	2,365.00
31765	A-7 AUSTIN, LTD Finance Dept. Supplies	8/3/2023	365.72	365.72
31766	AMERICAN SUPPLY CO. Adm Janitorial Supplies	8/3/2023	288.15	288.15
31767	ASBURY ENVIRONMENTAL SERVICES HHW Hauling & Disposal	8/3/2023	200.00	200.00
31768	Association of Public Treasurers of the United States and Canada Annual Membership	8/3/2023	159.00	159.00
31769	AT&T SERVICES INC JC Telephone Services	8/3/2023	52.96	52.96
31770	ATLAS ORGANICS CU11, LLC Organic Processing	8/3/2023	11,000.00	11,000.00

Salinas Valley Solid Waste Authority
Checks Issued Report for 8/1/2023 to 8/31/2023

Check #	Name	Check Date	Amount	Check Total
31771	BECKS SHOES AND REPAIR All Sites Safety Supplies	8/3/2023	650.03	650.03
31772	CALIFORNIA MARINE SANCTUARY FOUNDATION Annual Agency Membership	8/3/2023	500.00	500.00
31773	CALIFORNIA RESOURCE RECOVERY ASSOCIATION CRRRA Bronze Level Sponsorship	8/3/2023	2,500.00	2,500.00
31774	CALIFORNIA WATER SERVICE All Sites Water Service JR Water Service	8/3/2023	418.91 150.32	569.23
31775	CITY OF GONZALES Monthly Hosting Fees	8/3/2023	20,833.33	20,833.33
31776	CLARK PEST CONTROL, INC Adm Exterminator Services	8/3/2023	108.00	108.00
31777	CLINTON HENDRICKS AGA PDT - Travel Reimbursement	8/3/2023	1,314.42	1,314.42
31778	COAST COUNTIES TRUCK & EQUIPMENT CO. ML Vehicle Maintenance	8/3/2023	1,101.00	1,101.00
31779	COASTLINE MARKETING GROUP, INC. Website Hosting	8/3/2023	647.00	647.00
31780	COMCAST Internet Services	8/3/2023	667.38	667.38
31781	COMMERCIAL TRUCK COMPANY JC Equipment Maintenance	8/3/2023	34.71	34.71
31782	CONCERN: EMPLOYEE ASSISTANCE PROGRAM EAP Service Fee	8/3/2023	4,500.00	4,500.00
31783	CRAMARO TARPULIN SYSTEMS, INC. ML Vehicle Maintenance	8/3/2023	4,421.55	4,421.55
31784	DEPARTMENT OF MOTOR VEHICLES ML Vehicle Maintenance	8/3/2023	10.00	10.00
31785	EAST BAY TIRE CO. JC Equipment Maintenance	8/3/2023	2,601.94	2,601.94
31786	ERIC GARCIA ML & JR Vehicle Maintenance	8/3/2023	1,360.00	1,360.00
31787	ERNEST BELL D. JR Janitorial Services	8/3/2023	4,340.00	4,340.00
31788	GFOA - GOVERNMENT FINANCE OFFICERS ASSOCIATION GFOA - Training	8/3/2023	35.00	35.00
31789	GOLDEN STATE TRUCK & TRAILER REPAIR JR Vehicle Maintenance	8/3/2023	956.59	956.59
31790	GONZALES ACE HARDWARE JC Facility Maintenance	8/3/2023	65.53	65.53

Salinas Valley Solid Waste Authority
Checks Issued Report for 8/1/2023 to 8/31/2023

Check #	Name	Check Date	Amount	Check Total
31791	GUARDIAN SAFETY AND SUPPLY, LLC JC Safety Supplies	8/3/2023	285.02	285.02
31792	HENLEY PACIFIC SF, LLC JC Vehicle Maintenance	8/3/2023	379.73	379.73
31793	HOOK SECURITY INC. Adm Bldg. Network Support	8/3/2023	599.00	599.00
31794	INFINITY STAFFING SERVICES, INC. JR Contract Labor	8/3/2023	835.38	835.38
31795	JT HOSE & FITTINGS JC Facility Maintenance	8/3/2023	447.32	447.32
31796	LANDSCAPE MAINTENANCE OF AMERICA RR Litter Abatement	8/3/2023	325.00	325.00
31797	MISSION LINEN SUPPLY All Sites Uniforms	8/3/2023	457.29	457.29
31798	MONICA AMBRIZ CALPELRA 2023 CONFERENCE	8/3/2023	1,413.46	1,413.46
31799	MONTEREY COUNTY SHERIFF'S OFFICE JC Alarm Services	8/3/2023	88.00	88.00
31800	ODP BUSINESS SOLUTIONS, LLC Adm Office Supplies	8/3/2023	31.67	31.67
31801	PRICILLIA RODRIGUEZ JR Hauling Services	8/3/2023	5,677.81	5,677.81
31802	QUINN COMPANY JC Equipment Maintenance	8/3/2023	1,136.42	1,136.42
31803	SOLEDAD MISSION CHAMBER OF COMMERCE 2023-24 Billboard Lease	8/3/2023	5,500.00	5,500.00
31804	SOUTHERN TIRE MART LLC JC Equipment Maintenance	8/3/2023	708.00	708.00
31805	THE DON CHAPIN COMPANY, INC. ML Portable Toilets	8/3/2023	443.85	443.85
31806	TOMMY DIAZ DOT Medical Card Renewal	8/3/2023	150.00	150.00
31807	VALERIO VARELA JR SS Facility Maintenance	8/3/2023	1,332.50	1,332.50
31808	VALLEY FABRICATION, INC. JC Equipment Maintenance JC Facility Maintenance ML Vehicle Maintenance	8/3/2023	128.58 1,200.49 191.73	1,520.80
31809	US BANK CORPORATE PAYMENT SYSTEM Smalley's: Finance Employee Recognition Amazon: Admin Network Supplies Amazon: Admin Office Supplies Amazon: JC ECS Supplies FedEx: Admin Supplies	8/3/2023	75.00 359.38 183.85 322.66 173.16	

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Check #	Name	Check Date	Amount	Check Total
	Amazon: JC Facility Supplies		229.47	
	Smart & Final: JC Safety Supplies		101.36	
	4Imprint: JC Safety Supplies		2,579.44	
	Chevron: JC Safety Supplies		8.60	
	AT&T: Finance Internet Service		43.23	
	Amazon: JC ECS Supplies		21.54	
	EquipCo: All Sites Maintenance Supplies		1,048.79	
	Amazon: JC ECS Supplies		90.52	
	Amazon: JC ECS Supplies		61.93	
	Vergo Garden: RR Garden Supplies		415.04	
	LandsEnd: JC Department Supplies		199.37	
	LandsEnd: Ops Admin Supplies		287.36	
	Amazon: All Sites Employee Recognition		593.14	
	Amazon: ML Transfer Truck Supplies		754.20	
	ZipTie Sales: ML Transfer Truck Supplies		79.02	
	Costco: JC Office Supplies		366.50	
	Amazon: JC ECS Supplies		23.34	
				8,016.90
31810	**Void**	8/3/2023	-	-
31811	**Void**	8/3/2023	-	-
31812	US BANK CORPORATE PAYMENT SYSTEM	8/8/2023		
	Nextiva: HR Software		68.67	
	Ziptie Sales: ML Vehicle Supplies		77.62	
	Amazon: JC Facility Maintenance		322.66	
	Santa Fe: JC Safety Supplies		9.96	
	Pine Canyon Store: JR Safety Supplies		175.55	
	Amazon: Admin Office Supplies		31.23	
	AT&T: JC Internet Service		230.50	
	Zoom: Online Meetings		151.16	
	Amazon: JC Facility Supplies		84.55	
	Intermedia: Email Exchange		417.52	
	Microsoft: Admin Software		264.00	
	Amazon: JC Facility Maintenance		11.42	
	CSDA: Leadership Conference		625.00	
	SHRM: HR Memberships		244.00	
	Foam Noodles: ML Trailer Supplies		343.53	
	SurveyMonkey: Admin Subscription		99.00	
	Amazon: JC Facility Maintenance		20.52	
	CRRA: Annual Conference		85.00	
	Amazon: JC Facility Maintenance		190.06	
	Pizza Factory: RR Dept Supplies		436.91	
	Smart & Final: RR Department Supplies		143.21	
	Office Depot: RR Department Supplies		225.79	
				4,257.86
31813	**Void**	8/8/2023	-	-
31814	**Void**	8/8/2023	-	-
31815	**Void**	8/8/2023	-	-
31816	ATLAS ORGANICS CU11, LLC	8/10/2023		
	Compost Product Sales		9,000.00	
				9,000.00

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Check #	Name	Check Date	Amount	Check Total
31817	GEOLOGIC ASSOCIATES, INC. GWMRP & Non-Routine Engineering Services	8/10/2023	38,186.50	38,186.50
31818	JT HOSE & FITTINGS ML Vehicle Maintenance	8/10/2023	89.24	89.24
31819	ASSOCIATED REBAR, INC. JR Facility Improvements	8/10/2023	18,023.00	18,023.00
31820	CARLOS A CORONA JC Vehicle Maintenance	8/10/2023	1,687.21	1,687.21
31821	CDW GOVERNMENT Adm Office Supplies Network Supplies	8/10/2023	1,264.08 456.20	1,720.28
31822	CLARK PEST CONTROL, INC HHW Exterminator Services	8/10/2023	115.00	115.00
31823	COAST COUNTIES TRUCK & EQUIPMENT CO. ML Vehicle Maintenance	8/10/2023	162.68	162.68
31824	COMMERCIAL TRUCK COMPANY JC Vehicle Maintenance	8/10/2023	1,567.58	1,567.58
31825	FRESNO OXYGEN JC Equipment Maintenance	8/10/2023	229.93	229.93
31826	GABILAN OAKS, LLC Annual Communications Dinner	8/10/2023	3,881.33	3,881.33
31827	GOLDEN STATE TRUCK & TRAILER REPAIR ML Vehicle Maintenance	8/10/2023	1,064.92	1,064.92
31828	GONZALES ACE HARDWARE JC Facility Maintenance Supplies	8/10/2023	47.35	47.35
31829	GRAINGER HHW Vehicle Maintenance Supplies	8/10/2023	94.46	94.46
31830	JT HOSE & FITTINGS ML Facility Maintenance Supplies	8/10/2023	742.80	742.80
31831	Julia Brooker RR Special Dept. Supplies	8/10/2023	4.85	4.85
31832	KELLY-MOORE PAINT COMPANY INC. HHW Facility Maintenance Supplies	8/10/2023	17.55	17.55
31833	LANDSCAPE MAINTENANCE OF AMERICA RR Litter Abatement	8/10/2023	325.00	325.00
31834	MANUEL PEREA TRUCKING, INC. SS Facility Maintenance Supplies	8/10/2023	1,235.00	1,235.00
31835	MISSION LINEN SUPPLY ML Uniforms	8/10/2023	77.53	77.53
31836	NEU-SCAPES, INC. Common Area Maintenance Jardin Garden Maintenance	8/10/2023	1,250.00 200.00	1,450.00

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31837	ODP BUSINESS SOLUTIONS, LLC Adm Office Supplies All Sites Vehicle Maintenance HHW Office Supplies	8/10/2023	276.82 779.80 444.64	1,501.26
31838	PRECISION ALARMS & AUTOMATION SOLUTIONS, INC. HHW Bldg. Alarm Services	8/10/2023	60.00	60.00
31839	PRICILLIA RODRIGUEZ JR Hauling Services	8/10/2023	1,030.80	1,030.80
31840	QUINN COMPANY JC Equipment Maintenance	8/10/2023	156.35	156.35
31841	Ramon Ruacho Medical DOT Renewal - Ramon Ruacho	8/10/2023	150.00	150.00
31842	SUSTAINABLE GOODS CORPORATION RR - Special Dep. Supplies	8/10/2023	4,956.00	4,956.00
31843	VALERIO VARELA JR ML Vehicle Maintenance	8/10/2023	200.00	200.00
31844	WEST COAST RUBBER RECYCLING, INC ML Tire Amnesty	8/10/2023	1,551.00	1,551.00
31845	WESTERN EXTERMINATOR COMPANY Adm Exterminator Services JC Exterminator Services	8/10/2023	96.95 93.00	189.95
31846	AMERICAN SUPPLY CO. Adm Janitorial Supplies	8/14/2023	1,131.12	1,131.12
31847	CLEAN EARTH ENVIRONMENTAL SOLUTIONS, INC. HHW Disposal Services & Supplies	8/14/2023	20,182.44	20,182.44
31848	FANELLI EQUIPMENT REPAIR JC Equipment Maintenance	8/14/2023	11,385.66	11,385.66
31849	GOLDEN STATE TRUCK & TRAILER REPAIR JR Vehicle Maintenance	8/14/2023	13,370.22	13,370.22
31850	GRANITE ROCK CO/PAVEX RR Special Dept Supplies	8/14/2023	4,057.57	4,057.57
31851	THE GEO GROUP INC. Common Area Expenses Refund	8/14/2023	727.48	727.48
31852	A & G PUMPING, INC JC & JR Portable Toilets	8/17/2023	397.25	397.25
31853	AMERICAN SUPPLY CO. Adm Office Supplies JC Janitorial Supplies	8/17/2023	(136.51) 284.19	147.68
31854	AON RISK INSURANCE SERVICES WEST, INC . Annual Insurance - General Liability Annual Insurance - Crime	8/17/2023	1,659.00 4,200.00	5,859.00

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Check #	Name	Check Date	Amount	Check Total
31855	ATLAS ORGANICS CU11, LLC Compost Product Sales Organics Processing	8/17/2023	4,500.00 153,930.68	158,430.68
31856	BLUE STRIKE ENVIRONMENTAL INC Special Event Recycling	8/17/2023	1,920.00	1,920.00
31857	BRYAN EQUIPMENT JC Equipment Maintenance	8/17/2023	17.18	17.18
31858	CalPERS Educational Forum CalPERS Educational Forum 2023	8/17/2023	449.00	449.00
31859	CLARK PEST CONTROL, INC Adm Office Supplies	8/17/2023	108.00	108.00
31860	COAST COUNTIES TRUCK & EQUIPMENT CO. ML Vehicle Maintenance	8/17/2023	5,154.57	5,154.57
31861	COMMERCIAL TRUCK COMPANY JC Equipment Maintenance	8/17/2023	48.03	48.03
31862	CRAMARO TARPAULIN SYSTEMS, INC. ML Vehicle Maintenance	8/17/2023	375.30	375.30
31863	CUTTING EDGE SUPPLY HHW Equipment Maintenance	8/17/2023	1,870.28	1,870.28
31864	DATAFLOW BUSINESS SYSTEMS INC. Adm Equipment Maintenance	8/17/2023	13.06	13.06
31865	DOUGLAS NOLAN School Assembly Program	8/17/2023	8,500.00	8,500.00
31866	Elevator Service Co. of Central California Inc. Common Area Maintenance	8/17/2023	190.00	190.00
31867	ERIC GARCIA ML & JR Vehicle Maintenance	8/17/2023	1,275.00	1,275.00
31868	Gold Star Motors, Inc. 2019 Chrysler Pacifica Hybrid	8/17/2023	41,000.00	41,000.00
31869	GOLDEN STATE TRUCK & TRAILER REPAIR JR Vehicle Maintenance	8/17/2023	69.30	69.30
31870	GONZALES ACE HARDWARE All Sites Equipment Maintenance Supplies	8/17/2023	518.81	518.81
31871	GRAINGER All Sites Facility Supplies	8/17/2023	2,135.72	2,135.72
31872	GREEN RUBBER - KENNEDY AG, LP JC Facility Maintenance	8/17/2023	728.00	728.00

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Check #	Name	Check Date	Amount	Check Total
31873	GUARDIAN SAFETY AND SUPPLY, LLC HHW Safety Supplies	8/17/2023	1,321.00	1,321.00
31874	INFINITY STAFFING SERVICES, INC. JC Contract Labor	8/17/2023	2,303.42	2,303.42
31875	JT HOSE & FITTINGS JC Facility Maintenance	8/17/2023	680.67	680.67
31876	JULIO GIL JC Facility Maintenance	8/17/2023	1,300.08	1,300.08
31877	KING CITY HARDWARE INC. JR Facility Maintenance	8/17/2023	42.38	42.38
31878	MISSION LINEN SUPPLY All Sites Uniforms	8/17/2023	472.38	472.38
31879	MONTEREY BAY UNIFIED AIR POLLUTION CONTROL DISTRICT All Sites Air Board Fees	8/17/2023	26,291.00	26,291.00
31880	ODP BUSINESS SOLUTIONS, LLC All Sites Facility Supplies	8/17/2023	996.31	996.31
31881	ONE STOP AUTO CARE/V & S AUTO CARE, INC RR Vehicle Maintenance	8/17/2023	40.50	40.50
31882	PRICILLIA RODRIGUEZ JR Hauling Services	8/17/2023	4,752.84	4,752.84
31883	PURE WATER BOTTLING All Sites Water Service	8/17/2023	340.27	340.27
31884	QUINN COMPANY JC Equipment Maintenance	8/17/2023	109.40	109.40
31885	RAMON N VALLEJO HR DOJ Livescan	8/17/2023	57.00	57.00
31886	REFRIGERATION SUPPLIES DISTRIBUTOR HHW Disposal & Supplies	8/17/2023	41.82	41.82
31887	REPUBLIC SERVICES #471 Adm Garbage Service	8/17/2023	185.02	185.02
31888	ROSSI BROS TIRE & AUTO SERVICE All Sites Equipment Maintenance Services	8/17/2023	1,384.97	1,384.97
31889	**Void**	8/17/2023	-	-
31890	SAUL CARDENAS-IBARRA Media Creation contract	8/17/2023	825.00	825.00

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31891	SCS FIELD SERVICES All Sites Non-Routine Engineering Services All Sites Routine Engineering Services CH Non-routine Engineering JC Non-Routine Engineering LR Non-Routine Engineering	8/17/2023	2,087.90 20,865.00 350.00 225.00 350.00	23,877.90
31892	SOUTHERN COUNTIES LUBRICANTS LLC All Sites Biodiesel	8/17/2023	62,161.03	62,161.03
31893	STERICYCLE, INC Adm Shredding Services	8/17/2023	121.71	121.71
31894	STEVEN M. POUDRIER JR & JC Office Supplies	8/17/2023	150.48	150.48
31895	TELCO BUSINESS SOLUTIONS Adm Network Support	8/17/2023	274.20	274.20
31896	TIMOTHY G. SCARPA Common Area Maintenance	8/17/2023	140.00	140.00
31897	ULINE, INC. ML Vehicle Supplies	8/17/2023	357.10	357.10
31898	VALERIO VARELA JR All Sites Equipment Maintenance	8/17/2023	5,397.50	5,397.50
31899	VALLEY FABRICATION, INC. ML Vehicle Maintenance	8/17/2023	59.00	59.00
31900	VOSTI'S INC All Sites Equipment Maintenance	8/17/2023	446.87	446.87
31901	WEST COAST RUBBER RECYCLING, INC JC Tire Diversion	8/17/2023	2,365.00	2,365.00
31902	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION All Sites Fuel	8/17/2023	2,384.92	2,384.92
31903	AIR TOXICS LTD JC TO-15 Testing	8/24/2023	1,107.50	1,107.50
31904	AT&T SERVICES INC All Sites Telephone Service	8/24/2023	643.56	643.56
31905	BLUE STRIKE ENVIRONMENTAL INC RR Consulting Services Special Event Recycling Services	8/24/2023	4,335.00 1,440.00	5,775.00
31906	BRYAN EQUIPMENT JC Equipment Maintenance	8/24/2023	56.12	56.12

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Check #	Name	Check Date	Amount	Check Total
31907	CALIFORNIA WATER SERVICE SS Water Service	8/24/2023	158.99	158.99
31908	CDW GOVERNMENT Annual Antivirus Subscription	8/24/2023	1,924.24	1,924.24
31909	CITY OF GONZALES Monthly Hosting Fees	8/24/2023	20,833.33	20,833.33
31910	COAST COUNTIES TRUCK & EQUIPMENT CO. ML Vehicle Maintenance	8/24/2023	845.41	845.41
31911	COMCAST All Sites Internet Service	8/24/2023	121.02	121.02
31912	COMMERCIAL TRUCK COMPANY JC Equipment & Vehicle Maintenance	8/24/2023	1,658.23	1,658.23
31913	DOUGLAS NOLAN School Assembly Program	8/24/2023	25.55	25.55
31914	EDWARDS TRUCK CENTER, INC JR Vehicle Maintenance	8/24/2023	670.12	670.12
31915	FIRST ALARM JC Alarm Services	8/24/2023	70.00	70.00
31916	FOSTER & FOSTER CONSULTING ACTUARIES, INC. Finance Actuarial Services	8/24/2023	1,600.00	1,600.00
31917	GOLDEN STATE TRUCK & TRAILER REPAIR JC Equipment Maintenance	8/24/2023	2,416.70	2,416.70
31918	GONZALES ACE HARDWARE JC Equipment Maintenance Supplies	8/24/2023	192.98	192.98
31919	GUARDIAN SAFETY AND SUPPLY, LLC HHW Safety Supplies	8/24/2023	1,103.01	1,103.01
31920	INFINITY STAFFING SERVICES, INC. JC Contract Labor	8/24/2023	6,364.68	6,364.68
31921	JOSE ABUNDIS JR Training	8/24/2023	63.99	63.99
31922	JT HOSE & FITTINGS JC Facility Maintenance	8/24/2023	1,773.23	1,773.23
31923	JULIO GIL All Sites Facility Supplies	8/24/2023	2,368.73	2,368.73
31924	Maestro Health FSA Service Fee	8/24/2023	150.00	150.00

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Check #	Name	Check Date	Amount	Check Total
31925	MANDY BROOKS CRRRA Conference	8/24/2023	56.00	56.00
31926	MANUEL TINAJERO All Sites Facility Maintenance	8/24/2023	2,200.00	2,200.00
31927	MISSION LINEN SUPPLY JR Uniform	8/24/2023	64.12	64.12
31928	PACE ANALYTICAL SERVICES, LLC All Sites Lab Water Analysis	8/24/2023	6,777.80	6,777.80
31929	PACIFIC CREST ENGINEERING INC JC Consulting Engineering	8/24/2023	1,460.00	1,460.00
31930	PENINSULA MESSENGER LLC All Sites Courier Services	8/24/2023	1,098.00	1,098.00
31931	PHILLIP ZURITA JC Training	8/24/2023	25.35	25.35
31932	PROBUILD COMPANY LLC JC ED Center JC Maintenance Supplies	8/24/2023	2,093.80 194.37	2,288.17
31933	QUINN COMPANY JC Equipment Maintenance	8/24/2023	1,679.78	1,679.78
31934	RCA Plumbing, Inc. Common Area Maintenance	8/24/2023	3,003.50	3,003.50
31935	ROSSI BROS TIRE & AUTO SERVICE ML Vehicle Maintenance	8/24/2023	3,235.31	3,235.31
31936	SCALES UNLIMITED JR Scale Maintenance Services	8/24/2023	2,004.00	2,004.00
31937	SCS FIELD SERVICES All Sites Non-Routine Engineering Services	8/24/2023	4,068.50	4,068.50
31938	SOCIAL VOCATIONAL SERVICES, INC. JC Litter Abatement	8/24/2023	6,991.25	6,991.25
31939	SONSRAY MACHINERY LLC JC Org Equipment Maintenance	8/24/2023	2,886.28	2,886.28
31940	SOUTHERN COUNTIES LUBRICANTS LLC All Sites Biodiesel Fuel	8/24/2023	34,094.91	34,094.91
31941	Southern Counties Oil Co., a CA Limited Partnership JR Fuel	8/24/2023	3,254.12	3,254.12
31942	TELCO BUSINESS SOLUTIONS Adm Telephone Services	8/24/2023	639.26	639.26

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Check #	Name	Check Date	Amount	Check Total
31943	UNITED RENTALS (NORTHWEST), INC SS Equipment Rental	8/24/2023	1,418.50	1,418.50
31944	VALERIO VARELA JR JC Org Equipment Maintenance	8/24/2023	9,190.00	9,190.00
31945	ALESHIRE & WYNDER, LLP Monthly Legal Services	8/30/2023	6,346.80	6,346.80
31946	ASBURY ENVIRONMENTAL SERVICES HHW Hauling & Disposal	8/30/2023	300.00	300.00
31947	AT&T SERVICES INC JC Telephone Service	8/30/2023	56.01	56.01
31948	BECKS SHOES AND REPAIR JC Safety Supplies ML Safety Supplies	8/30/2023	213.58 462.87	676.45
31949	BILL KORETOFF JC Facility Maintenance	8/30/2023	1,370.25	1,370.25
31950	BRIAN KENNEDY CH Flare System Supply Ops Adm Safety Supplies	8/30/2023	2,266.98 141.81	2,408.79
31951	CALIFORNIA WATER SERVICE All Sites Water Service	8/30/2023	1,124.81	1,124.81
31952	CITY OF GONZALES Monthly Hosting Fees - Sept	8/30/2023	20,833.33	20,833.33
31953	ClearSpan Fabric Structures International, Inc JR Fabric Cover Structure	8/30/2023	43,736.80	43,736.80
31954	COAST COUNTIES TRUCK & EQUIPMENT CO. ML Vehicle Maintenance	8/30/2023	2,681.58	2,681.58
31955	COMCAST CAM Internet Service	8/30/2023	123.30	123.30
31956	COMMERCIAL TRUCK COMPANY JC Equipment Maintenance	8/30/2023	1,765.21	1,765.21
31957	Communities for Sustainable Monterey County Event Sponsorship	8/30/2023	500.00	500.00
31958	COMPLETE PAPERLESS SOLUTIONS, LLC Annual Laserfiche Support	8/30/2023	6,960.00	6,960.00
31959	CON-WAL, INC. Automatic Tarping Machine	8/30/2023	61,675.00	61,675.00

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31960	CUTTING EDGE SUPPLY JC Equipment Maintenance	8/30/2023	505.57	505.57
31961	ENRIQUE CARRILLO JR. All Sites Vehicle Maintenance	8/30/2023	2,189.62	2,189.62
31962	ERIC GARCIA ML & JR Vehicle Maintenance	8/30/2023	1,530.00	1,530.00
31963	ERNEST BELL D. JR Janitorial Services	8/30/2023	4,340.00	4,340.00
31964	FEDEX Ops Adm Overnight Shipments	8/30/2023	53.77	53.77
31965	FIRST ALARM JC Alarm Services	8/30/2023	35.00	35.00
31966	FRANCHISE TAX BOARD 08.30.23 FTB Withholding	8/30/2023	729.88	729.88
31967	FRESNO OXYGEN JC Equipment Maintenance	8/30/2023	68.98	68.98
31968	GFOA - GOVERNMENT FINANCE OFFICERS ASSOCIATION GFOA Training	8/30/2023	170.00	170.00
31969	GOLDEN STATE TRUCK & TRAILER REPAIR All Sites Equipment and Vehicle Maintenance	8/30/2023	18,299.33	18,299.33
31970	GONZALES ACE HARDWARE All Sites Facility Maintenance Supplies	8/30/2023	644.97	644.97
31971	**Void**	8/30/2023	-	-
31972	GONZALES TIRE & AUTO SUPPLY All Sites Facility Maintenance Supplies	8/30/2023	724.75	724.75
31973	**Void**	8/30/2023	-	-
31974	GRAINGER JC Safety Supplies	8/30/2023	1,023.21	1,023.21
31975	GREEN RUBBER - KENNEDY AG, LP JC Maintenance Supplies	8/30/2023	2,825.01	2,825.01
31976	GUARDIAN SAFETY AND SUPPLY, LLC JC Safety Supplies	8/30/2023	203.00	203.00
31977	GUERITO JC Portable Toilets	8/30/2023	1,072.00	1,072.00

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31978	HOPE SERVICES JC Litter Abatement	8/30/2023	12,687.51	12,687.51
31979	INFINITY STAFFING SERVICES, INC. All Sites Contract Labor	8/30/2023	6,972.11	6,972.11
31980	JT HOSE & FITTINGS JC Facility Maintenance	8/30/2023	120.11	120.11
31981	JULIO GIL Adm Office Materials	8/30/2023	389.99	389.99
31982	MANDY BROOKS RR Retreat Meeting Lunch	8/30/2023	94.46	94.46
31983	MISSION LINEN SUPPLY All Sites Uniforms	8/30/2023	772.10	772.10
31984	ODP BUSINESS SOLUTIONS, LLC All Sites Office Supplies	8/30/2023	694.30	694.30
31985	ONE STOP AUTO CARE/V & S AUTO CARE, INC RR Vehicle Maintenance	8/30/2023	332.43	332.43
31986	PACE ANALYTICAL SERVICES, LLC CH Lab Water Analysis	8/30/2023	3,197.00	3,197.00
31987	PACIFIC CREST ENGINEERING INC JC Consulting Engineering	8/30/2023	315.00	315.00
31988	PROBUILD COMPANY LLC JC Facility Maintenance	8/30/2023	654.41	654.41
31989	QUINN COMPANY JC Equipment Maintenance	8/30/2023	3,553.75	3,553.75
31990	RCA Plumbing, Inc. Common Area Maintenance	8/30/2023	997.50	997.50
31991	RODOLFO RAMIREZ AYALA ML & JR Vehicle Maintenance	8/30/2023	1,260.00	1,260.00
31992	SAFETEQUIP JC Safety Supplies	8/30/2023	217.10	217.10
31993	SCS FIELD SERVICES JC Remote Monitoring	8/30/2023	225.00	225.00
31994	SOUTHERN COUNTIES LUBRICANTS LLC All Sites Biodiesel Fuel	8/30/2023	11,069.80	11,069.80
31995	STEVEN M. POUDRIER SWANA Conference Supplies	8/30/2023	853.24	853.24

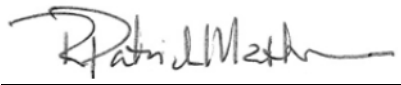
Salinas Valley Solid Waste Authority
Checks Issued Report for 8/1/2023 to 8/31/2023

Check #	Name	Check Date	Amount	Check Total
31996	SWANA LEGISLATIVE TASK FORCE Annual SWANA Task Force Membership	8/30/2023	1,000.00	1,000.00
31997	THE DON CHAPIN COMPANY, INC. ML Portable Toilet	8/30/2023	443.85	443.85
31998	TIMOTHY G. SCARPA Common Area Maintenance	8/30/2023	140.00	140.00
31999	TODD V. RAMEY JC Engineering Services	8/30/2023	4,774.00	4,774.00
32000	ULINE, INC. Adm Office Supplies	8/30/2023	2,155.82	2,155.82
32001	VALERIO VARELA JR All Sites Facility Maintenance	8/30/2023	5,406.25	5,406.25
32002	VALLEY FABRICATION, INC. SS Facility Maintenance	8/30/2023	87.95	87.95
32003	VERIZON WIRELESS SERVICES Monthly Internet Service	8/30/2023	190.05	190.05
32004	HOME DEPOT All Sites Facility Maintenance	8/30/2023	2,954.42	2,954.42
24-00029-DFT	PACIFIC GAS AND ELECTRIC COMPANY All Sites Electrical Services	8/2/2023	19,462.32	19,462.32
24-00052-DFT	PACIFIC GAS AND ELECTRIC COMPANY All Sites CNG Fuel	8/11/2023	858.08	858.08
24-00057-DFT	REPUBLIC SERVICES - MADISON LANE TRANSFER STATION 4918 ML Rent	8/31/2023	16,883.54	16,883.54
24-00079-DFT	PACIFIC GAS AND ELECTRIC COMPANY All Sites Electrical Services	8/23/2023	19,277.34	19,277.34
24-00085-DFT	INTERMEDIA Monthly Email Services	8/1/2023	417.52	417.52
	Total:			<u>1,532,349.97</u>
	Payroll Disbursements			<u>626,757.87</u>
	Grand Total			<u><u>2,159,107.84</u></u>



Report to the Board of Directors

Date: October 19, 2023
From: Mandy Brooks, Resource Recovery Manager
Title: Member and Interagency Activities Report for August and September 2023

ITEM NO. 4
N/A Finance and Administration Manager/ Controller/Treasurer
 General Manager/CAO
N/A Authority General Counsel

RECOMMENDATION

Staff recommends that the Board accept this item. The report is intended to keep the Board apprised of activities and communications with member agencies and regulators.

STRATEGIC PLAN RELATIONSHIP

This agenda item is in alignment with one of the Board's goals from the FY 2022-23 Strategic Planning Goal setting process.

- High-quality Community Engagement: Continue to deliver the public education strategy.

The Authority provides a wide array of recycling and waste recovery services and programs to the public including local businesses, schools, multifamily complexes and participates in numerous community events and cleanups. Providing monthly reports highlighting these activities ensures that the strategic goal is being met.

FISCAL IMPACT

This agenda item is a routine operational item and does not have a direct budget impact.

DISCUSSION & ANALYSIS

Monterey County Environmental Health Bureau (Local Enforcement Agency - LEA)

Johnson Canyon Landfill & Composting Facility: The monthly inspections for the Johnson Canyon Landfill and Composting Facility were conducted on August 30 and September 28. No violations or areas of concern were noted during the inspections.

Jolon Road Transfer Station: The monthly inspections for Jolon Road Transfer Station were conducted on August 28 and September 27. No violations or areas of concern were noted during the inspections.

Sun Street Transfer Station (closed): The site remediation work for final facility closure was completed in August and with the final inspection conducted on Aug 16.

Closed Landfills: The quarterly inspections for the Crazy Horse Transfer Station and Landfill and Lewis Road Landfill were conducted on September 29; no areas of concern or violations were issued.

Gonzales Clothing Closet

In September, the Clothing Closet was able to assist a teen mom group with necessities. The Clothing Closet continues to be open Tuesdays - Thursdays from 3:00pm to 5:00pm.

CY 2023	# of Volunteers	Hours	Clothing Items Distributed	# of Families Served	# of Family Members Served
July 2023	5	65	625	29	132
Aug 2023	4	90.5	972	40	192
Sept 2023	3	73	1,035	68	205
Q3 2023 TOTALS	4 (AVG)	228.5	2,632	137	529

Clean Up Events

The 2023 community cleanup schedule for the south county cities and county areas are listed below. A total of two (2) cleanup events occurred in August and a total of three (3) cleanup events occurred in September with the results from all events listed in the table below. The Salinas/Republic event results from June and July cleanups are also included below.

Date	Location	Hauler/ Volunteer Group	Trash (tons)	Recycling (tons)	ABOP Materials (SVR)	Diversion %
June 10	Salinas	Republic Services/Amor Salinas	12.5	11.2	n/a	47%
June 24	Salinas – District 2	Republic Services	15.8	14.2	n/a	47%
July 29	Salinas – Dist 5	Republic Services	11.6	9.4	n/a	45%
Aug 12	San Ardo	WM	6.3	4.7	1,121 lbs.	43%
Aug 19	Salinas – Dist. 3	Republic Services	4.8	3.7	n/a	43%
Sept 9	Prunedale	WM	11.1	6.3	2,448 lbs.	36%
Sept 23	Soledad	TCD	11.4	15.6	1,758 lbs.	58%
Sept 30	Salinas Dist. 1	Republic	11.6	5.6	n/a	32%

FY 22-23 Current & Future Events with SVR Staff Participation

Gonzales:	09/21/23	Booth at Meals on Wheels SV Event, St Theodore's Church
	10/04/23	Landfill, Compost & Ed Center Tour for Home School CO-OP
	10/21/23	Community Cleanup & ABOP Event, Fairview Middle School
	11/02/23	Landfill, Compost & Ed Center Tour for Mount Toro High School
Greenfield:	09/13/23	Booth at Meals on Wheels SV Event, Memorial Hall
	10/07/23	Community Cleanup & ABOP Event, Public Works Yard
King City:	10/03/23	Business Organics Outreach

	10/14/23	Community Cleanup Event, SV Fairgrounds
	10/14/23	Mobile HHW Collection Event, SV Fairgrounds
Salinas:	09/12/23	Recycling Presentation, Santa Lucia Rotary
	09/23/23	Composting Workshop, Jardin El Sol, 126 Sun St.
	09/30/23	District 1 Cleanup, Location TBD
	10/02/23	Business Organics Outreach, N Main & Harden Ranch
	10/04/23	Booth at Employee Health & Wellness Fair, Salinas Rec. Center
	10/05/23	Booth at Family Fun Festival, Kammann Elementary
	10/14/23	Composting Workshop, Jardin El Sol, 126 Sun St.
	10/21/23	District 6 Cleanup, Location TBD
	11/02/23	Salinas Farm Day,
	11/04/23	District 4 Cleanup, Location TBD
Soledad:	09/23/23	Community Cleanup & ABOP Event, High School
Mo. Co.:	09/09/23	Prunedale Community Cleanup & ABOP Event
	09/16/23	Lockwood Mobile HHW Collection Event, San Antonio School
	09/27/23	Composting Presentation, Elkhorn Elementary School
	10/07/23	Booth at ALBA Family Farm Day Event, Old Stage Rd
	10/09/23	MF Outreach, Rogge Village Loop
	11/04/23	Pajaro Community Cleanup & ABOP Event, Union Pacific Yard

BACKGROUND

Established in November 2014 as part of the FY 14-15 Strategic Plan 3-year goal to increase public access, involvement, and awareness of Salinas Valley Recycles activities, the monthly report keeps the Board apprised of communications with member agencies and regulators. In addition, the report has evolved over the years to also include a current and future event list to inform Board members and the public of community events and cleanups occurring in each member agency's service area.

ATTACHMENT(S) None



Report to the Board of Directors

ITEM NO. 5

Finance and Administration
Manager/Controller-Treasurer

General Manager/CAO

R. Santos by E.T.

Authority General Counsel

Date: October 19, 2023
From: C. Ray Hendricks, Finance and Administration Manager
Title: A Resolution Approving the Grants and Capital Improvement Projects Budget for Fiscal Year 2023-24

RECOMMENDATION

The Executive Committee recommends that the Board adopt the resolution. This will ensure that the grants and capital improvement projects are properly budgeted.

STRATEGIC PLAN RELATIONSHIP

The recommended action is routine in nature.

FISCAL IMPACT

The Operating Budget for FY 2023-24 included \$2,795,000 assigned to Post Closure and Capital Improvement Projects from the expected operating surplus.

The Operating Budget also includes \$5 per ton landfilled to be set aside for future module engineering and construction. The amount set aside from landfill disposal tipping fees in FY 2022-23 was \$1,129,780.54 and is included in CIP 9527 – JC Module Engineering and Construction.

The revenue from the sale of surplus equipment in the amount of \$56,300 during FY 2022-23 is being allocated to CIP 9101 - Equipment Replacement.

DISCUSSION & ANALYSIS

The proposed budget adjustments are necessary to ensure that there is sufficient budget to meet current Capital Improvement needs without additional debt. The Board approved new appropriations to the CIP budget on March 16, 2023, as part of the FY 2023-24 operating budget.

The attached Capital Improvements Projects Budget worksheet summarizes all of the appropriations for the CIP Budget and provides a CIP budget total. Following is a description of the various columns (underlined).

- FY 2022-23 Remaining Balance is the remaining CIP funds on June 30, 2023, that is being carried over to FY 2023-24 per the Authority's financial policies.
- Approved in FY 2023-24 Budget is the budget approved by the Board as part of the FY 2023-24 operating budget approved on March 16, 2023.

- Adjustments to the CIP budget are requested to the budget, as discussed below.

<u>Fund 800 - Capital Improvement Projects Fund</u>			
800	9101	Equipment Replacement	1,890,684.90
800	9108	Emergency Generators	(23,298.78)
800	9110	Administration Office Improvements	120,000.00
800	9526	JC Equipment Replacement	(1,592,636.22)
800	9527	JC Module Engineering and Construction	1,129,780.54
800	9602	JR Equipment Purchase	(177,461.00)
800	9701	MLTS Equipment Replacement	(55.20)
800	9703	SSTS Closure and Cleanup	<u>(160,933.70)</u>
Total Fund 800 - Capital Improvement Projects Fund			<u>1,186,080.54</u>

Capital Improvement Fund Adjustments \$1,186,080.54

CIP 9101 – Equipment Replacement: In order to provide better flexibility for staff while replacing equipment needed for the facilities, the CIP budgets for equipment replacement are being combined in this CIP. The \$56,300 from the sale of surplus equipment in FY 2022-23 is also included. Finally, some completed CIPs are being closed with at least a portion of the remaining funds being allocated to this CIP (details below). The FY 2023-24 budget for this CIP is **\$1,890,684.90** includes the aforementioned allocations from other CIPs,

CIP 9108 – Emergency Generators: The work for this project has been completed. The remaining **(\$23,298.78)** is being allocated to CIP 9501 – Equipment Replacement.

CIP 9110 – Administration Office Improvements: In order to prepare the vacant office previously used by administrative staff for rental, the office needs to be recarpeted and painted. Staff has obtained quotes for this work at just under \$60,000. Additionally, the bathrooms in the new administration office require some upgrading and reconfiguration, such as installing low-flow toilets, led lights, splitting one of the bathrooms into two single use bathrooms, and replacing floors and paint. Staff is currently working on obtaining quotes for this work but is expecting the work to be about \$60,000. The total budget for this CIP is **\$120,000**, with the amount coming from CIP 9703 - SSTS Closure and Cleanup.

CIP 9526 – JC Equipment Replacement: The **(\$1,592,636.22)** in this CIP is being transferred to CIP 9101 – Equipment Replacement in order to provide better flexibility for staff while replacing equipment needed for the facilities.

CIP 9527 – JC Module Engineering and Construction: In order for the Authority to fund future cells on a Save-As-You-Go basis, the Board approved setting aside \$5/ton beginning FY 2019-20. Setting aside money on a per ton basis allows the Authority to adjust for increases and decreases in tonnage, as necessary. The **\$1,129,780.54** adjustment was the amount set aside during FY 2022-23 based on landfilled tonnage.

CIP 9602 – JR Equipment Purchase: The **(\$177,461)** in this CIP is being transferred to CIP 9101 – Equipment Replacement in order to provide better flexibility for staff while replacing equipment needed for the facilities.

CIP 9701 – MLTS Equipment Replacement: The **(\$55.20)** in this CIP is being transferred to CIP 9101 – Equipment Replacement in order to provide better flexibility for staff while replacing equipment needed for the facilities.

CIP 9702 – SSTS Closure and Cleanup: The work for this project has been completed. Until the site is sold, all future work and maintenance will be done using funds allocated in the operating budget. The remaining **(\$160,933.70)** is being allocated as follows: \$120,000 to CIP 9110 – Administration Office Improvements, and \$40,933.70 to CIP 9101 – Equipment Replacement.

FY 2022-23 CIP Budget is the combined total of all the columns described above.

BACKGROUND

The Board originally approved new appropriations to the CIP budget on March 16, 2023, as part of the FY 2023-24 operating budget.

ATTACHMENT(S)

1. Resolution
2. FY 2023-24 Budget for Grants and Capital Improvement Projects.

RESOLUTION NO. 2023 –

**A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY
APPROVING THE GRANTS AND CAPITAL IMPROVEMENT PROJECTS BUDGET FOR FY 2023-24**

WHEREAS, the FY 2023-24 Operating Budget approved on March 16, 2023 included \$2,795,000 assigned to Post Closure and Capital Improvement Projects; and,

WHEREAS, the Operating Budget also includes \$5 per ton landfilled to be set aside for future module engineering and construction, and the amount set aside from landfill disposal tipping fees in FY 2022-23 was \$1,129,780.54; and,

WHEREAS, budget adjustments in the amount of \$56,300 are necessary to ensure that there is sufficient budget to meet current Capital Improvement.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY, that the Grants and Capital Improvements Project Budget for Fiscal Year 2023-24, attached hereto and marked "Exhibit A" is hereby approved effective July 1, 2023; and,

BE IT FURTHER RESOLVED, that \$56,300 from remaining FY 2022-23 cash balances will be allocated prior to the allocation of fund balance to fund increases in the CIP budget; and,

BE IT FURTHER RESOLVED, that the General Manager/CAO is hereby authorized to implement the budget in accordance with the Authority's financial policies.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 19st day of October 2023, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Anthony Rocha, President

ATTEST:

APPROVED AS TO FORM:

Erika J. Trujillo, Clerk of the Board

Roy C. Santos, Authority General Counsel

Salinas Valley Solid Waste Authority
FY 2023-24 Budget for Post Closure, Grants and Capital Improvement Budgets

	FY 2022-23 Remaining Balance	Approved in FY 2023-24 Budget	Adjustments	FY 2023-24 CIP Budget
Fund 131 - Crazy Horse Post-Closure Fund				
131 9316 CH Corrective Action Program	253,000.00	-	-	253,000.00
131 9319 CH LFG System Improvements	146,500.00	-	-	146,500.00
131 9321 CH Postclosure Maintenance	442,074.31	560,000.00	-	1,002,074.31
Total Fund 131 - Crazy Horse Post-Closure Fund	841,574.31	560,000.00	-	1,401,574.31
Fund 141 - Lewis Road Post-Closure Fund				
141 9402 LR LFG Well Replacement	65,000.00	15,000.00	-	80,000.00
141 9403 LR Postclosure Maintenance	134,216.41	235,000.00	-	369,216.41
Total Fund 141 - Lewis Road Post-Closure Fund	199,216.41	250,000.00	-	449,216.41
Fund 161 - Jolon Road Post-Closure Fund				
161 9604 JR Postclosure Maintenance	117,758.33	260,000.00	-	377,758.33
Total Fund 161 - Jolon Road Post-Closure Fund	117,758.33	260,000.00	-	377,758.33
Fund 211 - Grants				
211 9228 Tire Amnesty 2021-22	1,551.00	-	-	1,551.00
211 9230 SB1383 Local Assistance Grant Program 2021-22	231,635.01	-	-	231,635.01
211 9261 Cal Recycle - 2021-22 CCP	4,720.40	-	-	4,720.40
211 9262 Cal Recycle - Household Hazardous Waste	100,000.00	-	-	100,000.00
211 9263 Cal Recycle - 2022-23 CCP	22,139.00	-	-	22,139.00
Total Fund 211 - Grants	360,045.41	-	-	360,045.41
Fund 800 - Capital Improvement Projects Fund				
800 9101 Equipment Replacement	-	1,150,000.00	1,890,684.90	3,040,684.90
800 9105 Concrete Grinding	29,614.12	25,000.00		54,614.12
800 9107 Scale House Software Upgrade	68,179.67			68,179.67
800 9108 Emergency Generators	23,298.78		(23,298.78)	-
800 9109 Organics Infrastructure Upgrades	3,000,000.00			3,000,000.00
800 9110 Administration Office Improvements	-		120,000.00	120,000.00
800 9214 Organics Equipment Replacement	715,897.91			715,897.91
800 9223 Outdoor Education Center	13,144.83			13,144.83
800 9501 JC LFG System Improvements	122,977.00	300,000.00		422,977.00
800 9505 JC Partial Closure	106,335.05	100,000.00		206,335.05
800 9506 JC Litter Control Barrier	79,624.90	25,000.00		104,624.90
800 9507 JC Corrective Action	250,069.89			250,069.89
800 9509 JC Groundwater Well Replacement	400,000.00			400,000.00
800 9526 JC Equipment Replacement	1,592,636.22		(1,592,636.22)	-
800 9527 JC Module Engineering and Construction	2,000,407.47		1,129,780.54	3,130,188.01
800 9528 Roadway Improvements	400,048.61	100,000.00		500,048.61
800 9601 JR Transfer Station Improvements	757,610.71	25,000.00		782,610.71
800 9602 JR Equipment Purchase	177,461.00		(177,461.00)	-
800 9603 JR Groundwater Well Replacement	250,000.00			250,000.00
800 9701 MLTS Equipment Replacement	55.20		(55.20)	-
800 9703 SSTS Closure and Cleanup	160,933.70	-	(160,933.70)	-
Total Fund 800 - Capital Improvement Projects Fund	10,148,295.06	1,725,000.00	1,186,080.54	13,059,375.60
Total CIP Budget	11,666,889.52	2,795,000.00	1,186,080.54	15,647,970.06



Report to the Board of Directors

ITEM NO. 6

Finance and Administration
Manager/Controller/Treasurer

General Manager/CAO

R. Santos by E.T.

Authority General Counsel

Date: October 19, 2023

From: Brian Kennedy – Engineering and Environmental Compliance Manager

Title: A Resolution Approving a Contract with Recon Refractory and Construction, Inc. for Crazy Horse Landfill Gas Flare Ceramic Blanket Replacement in the amount of \$98,750

RECOMMENDATION

Staff requests that the Board adopt the resolution.

STRATEGIC PLAN RELATIONSHIP

The agreement is not related to any strategic plan goals but is a crucial part of the day to day and compliance requirements of the landfills.

FISCAL IMPACT

These are part post closure maintenance costs for the site and funds are allocated in account 9321.

DISCUSSION & ANALYSIS

In 1998 a medium sized landfill gas flare was installed at the Crazy Horse Landfill as part of an initial corrective action program. After several years of operation and subsequent closure, it became apparent that a larger flare would be needed to accommodate the amount of gas that was being generated at the site. In 2004 a larger flare was installed and while the initial flare remained in place, it was removed from service.

As the closed landfill aged, the amount of gas generated declined over time. As such, in the past 19 years since it was installed, the larger flare is now too large for the volume of gas being generated by the closed landfill. The most economical option is to rehabilitate the smaller flare and place it back into service. As part of this process, the insulating blanket on the interior of the flare needs to be replaced. Staff solicited bids for this work and received the following estimates:

<u>Bidder</u>	<u>Cost Proposal</u>
Recon Refractory and Construction, Inc.	\$98,750
American Refractory Service, Inc.	\$205,250

The proposal will allow staff to begin the process of bringing this flare back into service by the end of this year.

BACKGROUND

Like all landfills, the Crazy Horse Landfill generates landfill gas as part of the decomposition of the solid waste disposal. This gas is mandated by various regulatory agencies to be managed in a way to prevent surface and subsurface emissions. As landfills age, the amount and quality of the gas generated decline, however the need for the gas to be managed remains.

ATTACHMENT(S)

- 1) Resolution
- 2) Exhibit A - Agreement
- 3) Exhibit B - Scope of Work & Cost Estimate

RESOLUTION NO. 2023 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING A CONTRACT WITH RECON REFRACTORY AND CONSTRUCTION, INC. FOR CERAMIC BLANKET REPLACEMENT IN THE AMOUNT OF \$98,750.

WHEREAS, State and Federal regulation requires control of landfill gas emissions from landfills; and,

WHEREAS, the closed Crazy Horse Landfill has had landfill gas control system in place since 1998; and,

WHEREAS, the initial landfill gas control flare was replaced by a larger flare, but is now being placed back into service due to declining gas quality and quantity; and,

WHEREAS, staff solicited bids for this work and received two estimates with Recon Refractory and Construction Inc. being the lowest responsive bidder.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the Chief Administration Officer is hereby authorized and directed for and on behalf of the Salinas Valley Solid Waste Authority to execute a contract in the amount of \$98,750 with Recon Refractory and Construction Inc., for ceramic blanket replacement services, which contract is in substantially the same material terms and conditions as attached hereto and marked "Exhibit A", subject as to approval as to legal form by General Counsel.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 19th day of October 2023, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Anthony Rocha, President

ATTEST:

APPROVED AS TO FORM:

Erika J. Trujillo, Clerk of the Board

Roy C. Santos, Authority General Counsel



Project Name/No.: _____
Project Manager: _____

Contract No.: _____
Approved: _____

**AGREEMENT FOR SERVICES
BETWEEN THE SALINAS VALLEY SOLID WASTE AUTHORITY AND
RECON ENGINEERING AND CONSTRUCTION**

THIS AGREEMENT FOR SERVICES (herein “Agreement”) is made and entered into this 19th day of October, 2023 (“Effective Date”) by and between the Salinas Valley Solid Waste Authority, a California Joint Powers Authority (“Authority”) and Recon Engineering and Construction, Inc., (herein “Consultant”).

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by reference. The Scope of Services shall include the scope of work included in Consultant’s proposal, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the Authority and any Federal, State or local governmental agency of competent jurisdiction.

1.3 California Labor Law. If the Scope of Services includes any “public work” or “maintenance work,” as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws, including the following requirements:

(a) **Public Work.** The Parties acknowledge that some or all of the work to be performed under this Agreement is a “public work” as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at Authority Offices at 128 Sun Street, Salinas, CA 93901 and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the Authority, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(d) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the Authority of the location of the records.

(e) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide Authority with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the Authority a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. ~~Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the Authority, forfeit twenty five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.~~

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

Contractor's Authorized Initials _____

(i) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.5 Software and Computer Services. If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it has inspected the Authority's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of the Authority. Consultant acknowledges that the Authority is relying on the representation by Consultant as a material consideration in entering into this Agreement.

1.6 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the “Special Requirements” attached hereto as Exhibit “B” and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit “B” and any other provisions of this Agreement, the provisions of Exhibit “B” shall govern.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached

hereto as Exhibit "C" and incorporated herein by this reference, the contract amount of Ninety-Eight Thousand, Seven Hundred and Fifty Dollars (\$98,750.00).

2.2 Invoices. Each month Consultant shall furnish to Authority an original invoice for all work performed and expenses incurred during the preceding month in a form approved by Authority's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. Consultant shall not invoice Authority for any duplicate services performed by more than one person.

All invoices shall be submitted by email to ap@svswa.org. Each invoice is to include:

- (a) Line items for progress billing against the lump sum price, with details on progress to date. ~~all personnel describing the work performed, the number of hours worked, and the hourly rate.~~
- (b) ~~Line items for all materials and equipment properly charged to the Services.~~
- (c) ~~Line items for all other approved reimbursable expenses claimed, with supporting documentation.~~
- (d) ~~Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.~~
- (e) If this Agreement requires prevailing wages, per Section 1.4 of the Agreement, all invoices shall include a copy of Consultant's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Consultant shall also submit a list of the prevailing wage rates for all employees and subcontractors providing services under this Agreement, as applicable, with Consultant's first invoice. If these rates change at any time during the term of the Agreement, Consultant shall submit a new list of rates to the Authority with its first invoice following the effective date of the rate change.

Authority shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by Authority, or as provided in Section 7.3, Authority will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice; ~~however, Consultant acknowledges and agrees that due to Authority warrant run procedures, the Authority cannot guarantee that payment will occur within this time period.~~ In the event any charges or expenses are disputed by Authority, the original invoice shall be returned by Authority to Consultant for correction and resubmission. Review and payment by Authority for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. Authority shall have the right, subject to state law, at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to

or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Project Manager to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation for extra work shall require the approval of Authority Board of Directors unless the Authority Board of Directors has previously authorized the Authority General Manager to approve an increase in compensation and the amount of the increase does not exceed such authorization. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. Authority may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

2.4 Contingency of Funds.

Consultant acknowledges that funding or portions of funding for this Agreement may be contingent upon State budget approval; receipt of funds from, and/or obligation of funds by the State of California to Authority; or inclusion of sufficient funding for the services hereunder in the budget approved by Authority Board of Directors for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, Authority may immediately terminate or modify this Agreement without penalty.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the “Schedule of Performance” attached hereto as Exhibit “D” and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Project Manager but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Authority, if the Consultant shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such

delay is justified. The Project Manager’s determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the Authority for any delay in the performance of this Agreement, however caused, Consultant’s sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall be no later than June 30, 2024, except as otherwise provided in the Schedule of Performance (Exhibit “D”). This Agreement may be renewed by a written amendment for up to an additional zero (0) year(s) at the option of the Authority if the Authority is satisfied with the quality of services performed by Consultant under this Agreement.

4. COORDINATION OF WORK

4.1 Representative of Consultant. Ben Ridenour is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors, and shall keep Authority informed of any changes.

4.2 Project Manager. Brian Kennedy, or any other person as may be designated by the Authority General Manager, is hereby designated as being the representative the Authority authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith (“Project Manager”).

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the Authority. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of Authority. Any such prohibited assignment or transfer shall be void.

4.4 Independent Consultant. Neither the Authority nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of Authority with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of Authority, or that it is a member of a joint enterprise with Authority.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. Without limiting Consultant’s indemnification of Authority, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Authority.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers’ compensation insurance. Consultant shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit “B”.

5.2 General Insurance Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance to Authority as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsements must be approved by Authority’s Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with Authority at all times during the term of this Agreement. Authority reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by Authority shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Authority before the Authority's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) Authority's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Authority has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Authority will be promptly reimbursed by Consultant or Authority will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Authority may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Authority's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against Authority, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Authority, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the Authority to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Authority nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the Authority requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to Authority with a thirty (30) day notice of cancellation (except

for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that Authority and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to Authority and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to Authority for review.

(n) Agency's right to revise specifications. The Authority reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in ~~substantial~~ additional cost to the Consultant, the Authority and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by Authority. Authority reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by Authority.

(p) Timely notice of claims. Consultant shall give Authority prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the Authority, its officers, employees and agents

(“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of Authority’s sole negligence or willful acts or omissions. Notwithstanding the above, a design professional’s indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to Authority and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Project Manager shall have full and free access to such books and records at all times during normal business hours of Authority, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement or as the Project Manager shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the Authority without prior written authorization from the Project Manager.

(b) Consultant shall not, without prior written authorization from the Project Manager or unless requested by the Authority General Counsel, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives the Authority notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the Authority shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify the Authority should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The Authority retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the Authority and to provide the Authority with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the Authority and shall be delivered to the Authority upon request of the Project Manager or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the Authority of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the Authority.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Monterey, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in the County of Monterey, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the Authority shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the Authority may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the Authority shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the Authority may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain

declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 *et seq.* and 910 *et seq.*, in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the Authority the sum of zero(\$0) as liquidated damages for each working day of delay in the performance of any service required hereunder. The Authority may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

7.5 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The Authority reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Project Manager. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to Authority, except that where termination is due to the fault of the Authority, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Project Manager. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Project Manager thereafter in accordance with the Schedule of Compensation or such as may be approved by the Project Manager. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.6 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, Authority may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the Authority shall use reasonable efforts to mitigate such damages),

and Authority may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the Authority as previously stated.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of Authority Officers and Employees. No officer or employee of the Authority shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the Authority or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the Authority, to the Authority General Manager and to the attention of the Project Manager (with her/his name and Authority title), Salinas Valley Solid Waste Authority, 128 Sun Street, Salinas, California 93901 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's

consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of Authority has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of Authority participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any Authority official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any Authority official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which

said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

AUTHORITY:

**SALINAS VALLEY SOLID WASTE
AUTHORITY**, a California Joint Powers
Authority

R. Patrick Mathews, General Manager/CAO

ATTEST:

**APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP**

Erika J. Trujillo, Clerk of the Board

Roy C. Santos, General Counsel

CONSULTANT:

**RECON ENGINEERING AND
CONSTRUCTION, INC.**

By: _____

Name:

Title:

By: _____

Name:

Title:

Address: _____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL		_____
<input type="checkbox"/> CORPORATE OFFICER		TITLE OR TYPE OF DOCUMENT
_____	TITLE(S)	
<input type="checkbox"/> PARTNER(S)	<input type="checkbox"/> LIMITED	_____
	<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT		
<input type="checkbox"/> TRUSTEE(S)		_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR		DATE OF DOCUMENT
<input type="checkbox"/> OTHER _____		

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL		_____
<input type="checkbox"/> CORPORATE OFFICER		TITLE OR TYPE OF DOCUMENT
_____	TITLE(S)	
<input type="checkbox"/> PARTNER(S)	<input type="checkbox"/> LIMITED	_____
	<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT		_____
<input type="checkbox"/> TRUSTEE(S)		DATE OF DOCUMENT
<input type="checkbox"/> GUARDIAN/CONSERVATOR		
<input type="checkbox"/> OTHER _____		

SIGNER IS REPRESENTING:		_____
(NAME OF PERSON(S) OR ENTITY(IES))		SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

- I. Consultant will perform the Services described in Consultant's Proposal, attached hereto as Exhibit A-1.**
- II. All work product is subject to review and acceptance by the Authority, and must be revised by the Consultant without additional charge to the Authority until found satisfactory and accepted by Authority.**

EXHIBIT "A-1"



Salinas Valley Recycles
Flare Stack Repairs
RECON Proposal #0623-3507 (Revision 1)

August 18th, 2023

Salinas Valley Recycles
126 Sun Street, Suite 101
Salinas, CA 93901

Attention: Brian Kennedy

RECON Proposal #0623-3507 (Rev. 1)

Subject: Flare Stack Repairs – Revision 1

In accordance with your request, we are pleased to submit the following proposal.

I. Scope of Work

This Revision 1 proposal is based on prevailing wage rates per the Professional Services Agreement that we received via email on Thursday, August 10th. All changes in this revision of the proposal are in blue font.

The scope of work is to remove the existing ceramic fiber blanket and install 2 layers of 2" thick ceramic fiber blanket on flare stack barrel. Our proposal is based on replacing 100% of the Inconel pins and washers on the barrel.

Our proposal is based on the flare stack being the dimensions shown in the drawings that we received. The diameter of the flare stack is 7' OD (84") and the overall height is 30'-8" (368").

We have included supplying, erecting, and dismantling scaffolding as required to complete the scope of work.

Our pricing includes providing all labor, supervision, equipment, materials, and expenses to perform this scope of work. The following is a detailed scope of work associated with this project:

- RECON will procure the following materials for this project:
 - 850 Square Feet - 2" Thick, 8# Ceramic Fiber Blanket rated for 2300°F
 - 850 Square Feet - 2" Thick, 4# Ceramic Fiber Blanket rated for 2300°F
 - 750 Each = Inconel 601 Pins (6" Long) with Washers
 - 6 Gallons = Kaowool Rigidizer
- Salinas to isolate and deenergize the flare stack. Salinas to perform the lock out tag out of the flare.
- Salinas to remove the damper(s) for entry.
- RECON will set up and mobilize onsite at Salinas Valley Recycles in Salinas, CA with the crew, equipment and materials required to perform the scope of work.
- RECON will install scaffolding inside the flare stack.
- RECON will remove the two (2) layers of existing ceramic fiber blanket from the flare stack barrel (total of 675 square feet).
 - Please note that our pricing does not include replacing any ceramic fiber blanket on the floor as we are unsure if there is blanket on the floor of the stack.



Salinas Valley Recycles
Flare Stack Repairs
RECON Proposal #0623-3507 (Revision 1)

- RECON will remove and replace 100% of the existing Inconel pins and washers from the flare stack barrel.
 - Our pricing is based on installing 6" long, Inconel 601 pins and washers on 12" centers.
- RECON will install two (2) layers of overlapping 2" thick ceramic fiber blanket rated for 2300°F in the 675 square feet where we previously removed the existing blanket.
 - Our pricing is based on one (1) layer of 4# and one (1) layer of 8# density blanket.
- RECON will spray the newly installed blanket with Sodium Silicate Rigidizer.
- RECON will dismantle the scaffolding from inside of the flare.
- RECON will perform a complete cleanup of the area inside and outside of the flare.
- Salinas to reinstall any dampers that were previously removed for entry.
- RECON will demobilize at the completion of the project.

EXHIBIT "B"

SPECIAL REQUIREMENTS

All strikethrough sections are not applicable.

EXHIBIT “C”

SCHEDULE OF COMPENSATION

- I. Consultant shall be compensated for the services provided under this Agreement in accordance with the budget and rates provided in Exhibit “C-1”.**
- II. Within the budgeted amounts for each Task, and with the approval of the Project Manager, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.10.**
- III. The Authority will compensate Consultant for the Services performed upon submission of a valid invoice, as described in Section 2.2.**
- IV. The total compensation for the Services shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.**

EXHIBIT “C-1”

III. Lump Sum Pricing

Our lump sum pricing to provide all labor, supervision, equipment, and materials, including taxes, insurance and expense items to perform the items listed in the scope of work above is:

NINETY-EIGHT THOUSAND, SEVEN HUNDRED AND FIFTY DOLLARS
(\$98,750.⁰⁰)

IV. Qualifications/Clarifications

1. Please note that we have not included pricing for any delays or standby time in our proposal. We are assuming free and clear access to the jobsite at all times throughout the project. All delays or standby time will be tracked, and a change order will be submitted for this time.
2. Our pricing includes supplying one (1) confined space attendant for the duration of the project.
3. Our pricing does not include providing a forklift as we are assuming Salinas can provide a forklift.
4. Salinas to provide trash bins for disposal of construction debris and materials, compressed air, and both 110V and 480V electricity.
5. Salinas to provide bins and disposal for the removed ceramic fiber blanket.



Salinas Valley Recycles
Flare Stack Repairs
RECON Proposal #0623-3507 (Revision 1)

6. Salinas to provide use of a breakroom and restroom for the duration of this project.
7. Payment terms are net thirty (30) days from the date listed on the invoice.

We appreciate the opportunity to submit our proposal and we look forward to working with your team on this upcoming project.

Sincerely,

RECON

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all services and deliver all work products timely in accordance with the schedule attached hereto as Exhibit “D-1”.**
- II. The Project Manager may approve extensions for performance of the services in accordance with Section 3.2.**

EXHIBIT “D-1”

SCHEDULE

II. Schedule

We are estimating that we can complete the scope of work listed above in approximately **twelve (12)** shifts working one (1) **eight (8)** hour shift per day, Monday through Friday only (5 x 8 schedule). Please note that our pricing does not include working **overtime or** on weekends, nightshifts, or holidays.

RECON can provide pricing to work an alternative schedule upon request.



Report to the Board of Directors

ITEM NO. 7

Finance and Administration
Manager/Controller-Treasurer

General Manager/CAO

R. Santos by E.T.

Authority General Counsel

Date: October 19, 2023

From: C. Ray Hendricks, Finance and Administration Manager

Title: A Resolution Approving an Adjustment to the Operating Budget for Fiscal Year 2023-24 to Pay Down the CalPERS Unfunded Accrued Liability

RECOMMENDATION

The Executive Committee recommends that the Board adopt the resolution. The budget adjustment will allow staff to use funds dedicated to paying down the CalPERS Unfunded Accrued Liability (UAL).

FISCAL IMPACT

The net fiscal impact of the recommended budget adjustments is an increase of \$400,000 to the Operating Budget but uses funds set aside in prior years for this purpose.

DISCUSSION & ANALYSIS

CalPERS investment returns for FY 2021-22 were -6.1%. This is 12.9% under the 6.8% target rate for its investments. While the estimated losses were known soon after the fiscal year ended, the Authority was not able to pay down the UAL prior to receiving its June 30, 2022 actuarial valuation in August of 2023. The combined UAL for both our Classic and PEPR accounts is \$1,234,183. The UAL is scheduled to be paid over 20 years at a 6.8% interest rate beginning July 2024. Paying the UAL as scheduled would result in \$1,122,900 in additional interest payments.

A budget adjustment of \$400,000 will allow staff to use the \$392,106.16 in the CEPPT account as of June 30, 2023 to pay down the liability. The operating budget has an additional \$100,000 budgeted for this purpose. Staff will recommend that the remaining \$742,077 be paid off using fund balance when allocated at the November Board meeting. This is essentially the Authority's highest interest liability, so paying it in full as soon as possible is the most fiscally prudent thing to do and allows more future agency funds to be directed towards public services in lieu of interest payments.

BACKGROUND

The California Public Employees' Retirement System (CalPERS) is an agency in the California executive branch that "manages pension and health benefits for more than 1.5 million California public employees, retirees, and their families." CalPERS fiscal year investment net return was -6.1% for FY 2021-22, which was driven primarily by the downturn of the public markets that account for 79% of CalPERS' total fund.

On November 19, 2020, the Board of Directors approved the establishment of an account with the California Employers' Pension Prefunding Trust Program (CEPPT) in order to set aside funds, which would help paydown the Unfunded Accrued Liability in years that CalPERS did not meet its target investment returns. The fund had \$392,106.16 as of June 30, 2023.

ATTACHMENT(S)

1. Resolution

RESOLUTION NO. 2023 –

**A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY
APPROVING AN ADJUSTMENT TO THE OPERATING BUDGET FOR FISCAL YEAR 2023-24**

WHEREAS, On November 19, 2020, the Board of Directors approved the establishment of an account with the California Employers' Pension Prefunding Trust Program (CEPPT) in order to set aside funds, which would help paydown the Unfunded Accrued Liability in years that CalPERS did not meet its target investment returns; and,

WHEREAS, on March 16, 2023, the Board of Directors of the Salinas Valley Solid Waste Authority approved the FY 2023-24 operating budget; and,

WHEREAS, CalPERS investment returns for FY 2021-22 were -6.1%, which is 12.9% under the 6.8% target rate for its investments; and,

WHEREAS, the CEPPT fund had \$392,106.16 as of June 30, 2023; and,

WHEREAS, a budget adjustment of \$400,000 will allow staff to use funds in the CEPPT account to pay down the liability.

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors of the Salinas Valley Solid Waste Authority, that an adjustment of \$400,000 to the Operating Budget for Fiscal Year 2023-24, is hereby approved; and,

BE IT FURTHER RESOLVED, that the General Manager/CAO is hereby authorized to implement the budget in accordance with the Authority's financial policies.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at a meeting duly held on the 19th day of October 2023, by the following vote:

AYES: BOARD MEMBERS:
NOES: BOARD MEMBERS:
ABSENT: BOARD MEMBERS:
ABSTAIN: BOARD MEMBERS:

Anthony Rocha, President

ATTEST:

APPROVED AS TO FORM:

Erika J. Trujillo, Clerk of the Board

Roy C. Santos, Authority General Counsel



Report to the Board of Directors

ITEM NO. 8

N/A

Finance Manager/Controller-Treasurer

General Manager/CAO

R. Santos by E.T.

Authority Legal Counsel

Date: October 19, 2023

From: R. Patrick Mathews, General Manager/CAO

Title: A Resolution Approving a Policy Related to Memberships in Business and Professional Organizations

RECOMMENDATION

The Executive Committee recommends that the Board adopt the resolution of the proposed policy regarding memberships in industry or business Organizations.

STRATEGIC PLAN RELATIONSHIP

This item has no impact or relationship to the Authority's Strategic Plan.

FISCAL IMPACT

The Authority spends on average \$16,000 per year on various professional and business organization memberships. These include business organizations that support Authority goals and objectives and allows us to present and share messaging with member businesses regarding new legislation and changes in collection and waste/recycling system requirements that affect business. Staff are also members in various professional, peer and industry organizations that share and support the important work of our industry and offer opportunities for training and professional development.

DISCUSSION & ANALYSIS

It has been brought to the staff's attention that there are potential concerns about membership in certain organizations that also participate in candidate advocacy and endorsement. After consideration of this issue at its August 17, 2023 meeting, the Board of Directors instructed staff to prepare a policy restricting the use of Authority funds to fund memberships in any organization that engages in advocacy or endorsement of any political candidates.

Attached is a proposed policy for Board adoption that will prohibit the use of Authority funds for memberships in any organization engaging in candidate endorsements or other criteria. The policy also requires staff and management to review all membership renewals annually to verify that the organization is not engaging in candidate advocacy or endorsements prior to renewing the membership. All memberships must provide a direct business-related benefit to the Authority, its professional staff and/or customers.

This policy is not intended to prohibit the Authority from utilizing paid services such as advertising in journals, papers, newsletters or websites of organizations for the purpose of disseminating beneficial information or presenting information to groups of interest. The intent is to avoid the appearance of a conflict of interest by prohibiting membership in business organizations participating in political advocacy.

BACKGROUND

The Authority has been a member of various Chambers of Commerce as well as professional and industry related organizations. Our participation in the chambers has been used for the dissemination of business-related information associated with our industry, legislation, and proposed changes in local waste and recycling collection and processing that affect business.

ATTACHMENTS

- A. Resolution
- B. Organization Membership Policy

RESOLUTION NO. 2023 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE APPROVING A POLICY RELATED TO MEMBERSHIPS IN BUSINESS AND PROFESSIONAL ORGANIZATIONS

WHEREAS, the Authority maintains membership in a number of business and professional organizations that provide benefits to the agency and its customers; and,

WHEREAS, recent events have raised concerns by Board members that some organizations with public agency members may pose conflicts of interest or the appearance thereof due to the organization's participation in political candidate advocacy or endorsements ; and,

WHEREAS, the Board has requested a policy defining the circumstances where it is not appropriate to use public funds for membership in an organization.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the following Administrative Policy is hereby adopted regarding Agency funded memberships in organizations, and

BE IT FURTHER RESOLVED that the General Manager is hereby directed, for and on behalf of the Salinas Valley Solid Waste Authority, to review all future Authority membership renewals to verify that the organization is not engaging in political candidate advocacy or endorsements.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at the meeting duly held on the 19th day of October 2023, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Anthony Rocha, President

ATTEST:

APPROVED AS TO FORM:

Erika J. Trujillo, Clerk of the Board

Roy C. Santos, Authority General Counsel



ADMINISTRATIVE PROCEDURES

Agency Memberships Policy	Procedures #	GM Approval:
	Effective:	Revised:

PURPOSE

To avoid the appearance of a conflict of interest or the appearance thereof by use of Authority funds to pay for memberships in business or professional organizations that engage in political candidate advocacy or endorsements in local, state or federal elections.

POLICY

The Authority shall not maintain or fund membership in any business or professional organization that engages in political candidate advocacy or endorsements in local, state or federal elections. All Authority paid memberships must provide a direct and defined benefit to the Authority, its business matters, industries, or its professional staff in a politically neutral manner.

The General Manager shall annually review all Authority funded memberships prior to renewal to assure the business or organization is not or has not during the prior term engaged in political candidate advocacy or endorsements, prior to approving membership renewals.

This policy does not preclude the Authority from using paid for services of any organization such as advertising through newspapers, journals, newsletters, and electronic media outlets of the organization for the sole purpose of disseminating important community and customer information through the organization's membership.

CERTIFICATE OF RECEIPT

I hereby certify that I have received, read and understand this latest version of the **Agency Membership Policy**.

Employee Name: _____

Employee Signature: _____

Date: _____



Report to the Board of Directors

ITEM NO. 9

Finance and Administration Manager/
Controller/Treasurer

General Manager/CAO

N/A

Legal Counsel

Date: October 19, 2023
From: C. Ray Hendricks, Finance and Administration Manager
Title: September 2023 Quarterly Investments Report

RECOMMENDATION

Staff recommends that the Board accepts the September 2023 Quarterly Investments Report.

The investment policy requires that the treasurer render an investment report to the Board of Directors at the first regular Board Meeting occurring after the end of each calendar quarter.

STRATEGIC PLAN RELATIONSHIP

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

FISCAL IMPACT

None

DISCUSSION & ANALYSIS

The vast majority, \$31,249,914.21 (92.69%), of the Authority's investment portfolio is invested in the State's Local Agency Investment Fund (LAIF). For the month ended September 30, 2023, the LAIF effective yield was 3.534%. LAIF is invested as part of the State's Pooled Money Investment Account (PMIA) with a total of \$168.1 Billion as of August 31, 2023. The Authority's LAIF investment of \$31,249,914.21 represents .019% of the PMIA. Attached is a summary of the PMIA portfolio as of October 11, 2023.

ATTACHMENT(S)

1. September 30, 2023 Cash and Investments Report
2. October 11, 2023 PMIA Portfolio Composition and Average Monthly Yields

SALINAS VALLEY SOLID WASTE AUTHORITY
Cash and Investments Report
September 30, 2023

Issuer/Investment	Rate	Balance	Maturity	Moody's Rating
Investments Managed by Authority Treasurer:				
Petty Cash	-	\$ 1,400.00	N/A	N/A
General Checking Account	-	35,631.72	Same day	Aa2
Payroll Checking account	-	10,000.00	Same day	Aa2
General Deposit Account	-	3,731.17	Same day	Aa2
Scalehouse Deposit Account	-	29,508.49	Same day	Aa2
FSA Checking Account	-	4,440.31	Same day	Aa2
LAIF	3.534%	31,249,914.21	Same day	N/A
LAIF - FMV Adjustment		(520,125.51)		
Rabobank PIMMA Account		2,507,300.86	Same day	Aa2
CEPPT Restricted Fund		392,106.16		
		\$ 33,713,907.41		

The Authority has sufficient liquidity to meet expenditure requirements for the next 6 months.





PMIA/LAIF Performance Report as of 10/11/23



Quarterly Performance Quarter Ended 06/30/23

LAIF Apportionment Rate ⁽²⁾ :	3.15
LAIF Earnings Ratio ⁽²⁾ :	0.00008636172883763
LAIF Administrative Cost ^{(1)*} :	0.06
LAIF Fair Value Factor ⁽¹⁾ :	0.984828499
PMIA Daily ⁽¹⁾ :	3.26
PMIA Quarter to Date ⁽¹⁾ :	3.01
PMIA Average Life ⁽¹⁾ :	260

PMIA Average Monthly Effective Yields⁽¹⁾

September	3.534
August	3.434
July	3.305**
June	3.167
May	2.993
April	2.870

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 08/31/23 \$168.1 billion

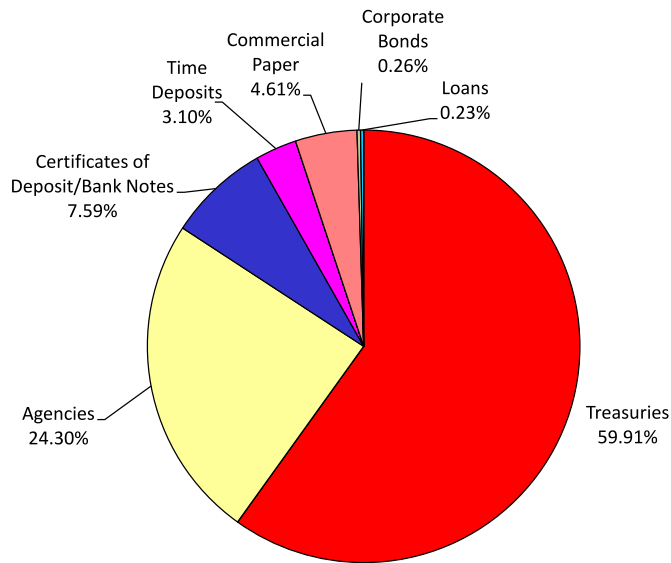


Chart does not include \$2,496,000.00 in mortgages, which equates to 0.002%. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

*The percentage of administrative cost equals the total administrative cost divided by the quarterly interest earnings. The law provides that administrative costs are not to exceed 5% of quarterly EARNINGS of the fund. However, if the 13-week Daily Treasury Bill Rate on the last day of the fiscal year is below 1%, then administrative costs shall not exceed 8% of quarterly EARNINGS of the fund for the subsequent fiscal year.

** Revised

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller



Report to the Board of Directors

ITEM NO. 10

Finance and Administration
Manager/Controller-Treasurer

General Manager/CAO

R. Santos by E.T.

Authority General Counsel

Date: October 19, 2023
From: Erika J. Trujillo, Clerk of the Board
Title: A Resolution Approving the Regular Board of Directors and Executive Committee Meetings Calendar for 2024

RECOMMENDATION

Staff recommends that the Board adopt the resolution.

STRATEGIC PLAN RELATIONSHIP

This is an administrative item.

FISCAL IMPACT

There is no fiscal impact.

DISCUSSION & ANALYSIS

January Meeting – no impact/remain as scheduled

Normally when the January Executive Committee falls near the New Year date, that meeting is held one week later than normal; however, the January 2024 meeting falls on January 4, three days after the holiday, therefore staff proposes to maintain that regular scheduled meeting date. The League of California New Mayors & Council Members Academy is scheduled for January 24-26, which does not coincide with the Board of Directors regular meeting date, staff proposes to keep the regular meetings. Maintaining the meetings as regularly scheduled enable staff to ensure that issues which need Executive Committee review are considered on a timely basis and to allow enough time to prepare reports for the upcoming Board meeting.

June Meeting (League of California Cities Mayors & Council Members Executive Forum)

Both the League of California Cities Annual Mayors and Council members Executive Forum and the Annual Conference have not been scheduled. Staff is proposing to maintain the regular scheduled meeting date and determine if a change is needed once the conference is scheduled and Board member attendance is known.

October Meeting (League of California Cities Annual Conference) – Impacts Schedule

The League of California Cities Annual Conference has caused an occasional quorum issue in past years. The League's 2023 Annual Conference is scheduled for October 16-18, which does coincide with the Board of Directors regular meeting date. Staff is proposing to maintain the regular scheduled meeting date and determine if a change is needed once the conference date approaches and Board member attendance is known.

December Meeting Optional Cancellation

Due to past Board comments and concerns raised over the proximity of the December Board meetings with holiday activities and events, staff is proposing to maintain the December meeting as optional, pending any critical issues that would need to be addressed in a timely manner in December. The decision to cancel the December meeting would be made at the October or November meeting, in consideration of agenda needs.

BACKGROUND

On December 15, 2005, the Board established that the regular Board meeting date as the 3rd Thursday of each month at 6:00 p.m. in the City Council Chambers of the City of Gonzales. The Executive Committee meetings, while convened on an "as needed" basis, have an established meeting schedule, which is currently the Thursday two weeks prior to each Board meeting at 5:30 p.m. This schedule enables staff to ensure that issues which need Executive Committee review are considered on a timely basis and allows enough time to prepare reports for the upcoming Board meeting.

The proposed calendar takes into account holidays and the 2024 League of California Cities January Academy and October Annual Conference. Conflict with Board Members' schedules have previously caused an issue due to lack of quorum.

ATTACHMENT(S)

1. League of California Cities & California State Association of Counties – short list of conferences
2. Resolution
3. Exhibit A – 2024 Meetings Calendar

League of California Cities – 2024

Date	Event	Location
<i>January 24-26, 202</i>	New Mayors & Council Members Academy	<i>Monterey, CA</i>
<i>Dates No Available</i>	Mayors & Council Members Executive Forum	<i>Unknown</i>
<i>October 16-18, 2024</i>	2024 Annual Conference & Expo	<i>Long Beach, CA</i>

California State Association of Counties - 2024

Date	Event	Location
<i>Dates No Available</i>	Legislative Conference	<i>Unknown</i>
<i>Dates No Available</i>	Annual Meeting	<i>Unknown</i>

RESOLUTION NO. 2023 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING DESIGNATING THE DATE, TIME AND PLACE FOR REGULAR BOARD AND EXECUTIVE COMMITTEE MEETINGS FOR CALENDAR YEAR 2024

WHEREAS, Section 2.02.010 (a) of the adopted Authority Code provides for the establishment by resolution of the date, time and place for regular Board meetings, and Section 2.06.010 establishes the Executive Committee meeting schedule; and,

THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that Board of Director meetings shall be held, unless otherwise noticed, at 6:00 p.m. on the third Thursday of each month in the Gonzales City Council Chamber located at 117 Fourth Street Gonzales, California, in accordance with "Exhibit A" attached hereto; and,

BE IT FURTHER RESOLVED, that Executive Committee meetings shall be held, unless otherwise noticed, at 5:30 p.m. on the Thursday two weeks prior to a scheduled Board of Directors meeting at 126 Sun Street, Salinas, California, in accordance with "Exhibit A" attached hereto.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 19th day of October 2023, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Anthony Rocha, President

ATTEST:

APPROVED AS TO FORM:

Erika J. Trujillo, Clerk of the Board

Roy C. Santos, Authority General Counsel



2024 Meetings Calendar

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

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

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

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

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

June						
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

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

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

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

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

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

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

January	4 – Exec Committee 18 – Board of Directors
February	1 – Exec Committee 15 – Board of Directors
March	7 – Exec Committee 21 – Board of Directors
April	4 – Exec Committee 18 – Board of Directors
May	2 – Exec Committee 16 – Board of Directors
June	6 – Exec Committee 20 – Board of Directors
July	<i>Meetings Recess</i>
August	1 – Exec Committee 15 – Board of Directors
September	5 – Exec Committee 19 – Board of Directors
October	3 – Exec Committee 17 – Board of Directors
November	7 – Exec Committee 21 – Board of Directors
December - Tentative	5 – Exec Committee 19 – Board of Directors

- Executive Committee Meeting | Regularly meets the **Thursday** 2 weeks before the Board meeting at 5:30 p.m. 126 Sun Street, Suite, Salinas, CA 93901 (unless otherwise noticed)
- Board of Directors Meeting | Regularly meets the 3rd Thursday of month at 6:00 p.m. 117 Fourth Street, Gonzales, CA 93926 (unless otherwise noticed)
- League of California Cities New Mayors & Council Members Academy
- League of California Cities Annual Conference & Expo
- December Meetings Tentative (pending critical Board action items)

** *July Meetings Recess*

Agenda materials are normally posted to the website on Fridays before the next scheduled meeting.

<http://svswa.org/government/agendas-meeting-schedules/>



Report to the Board of Directors

ITEM NO. 11

N/A

Finance Manager/Controller-Treasurer

General Manager/CAO

R. Santos by E.T.

General Legal Counsel

Date: October 19, 2023

From: Brian Kennedy, Engineering and Environmental Compliance Manager

Title: A Resolution Approving the Release and Distribution of a Request for Proposals for Design and Engineering Services for Multiple Improvement Projects

RECOMMENDATION

Staff recommends that the Board adopt the resolution approving the release and distribution of a Request for Proposals for Design and Engineering services for the Johnson Canyon Landfill entrance facility redesign, Crazy Horse Landfill Transfer Station concept, and entrance road re-paving project at the Jolon Road Transfer Station.

STRATEGIC PLAN RELATIONSHIP

The agreement is related to the strategic plan goal of Facilities Master Planning for SVR Facilities.

FISCAL IMPACT

Funding for the design and engineering work for the selected firm will come from the Fiscal Year 2022-23 fiscal year fund balance and current Capital Improvement funds.

DISCUSSION & ANALYSIS

The Authority is currently examining two potential facility design projects and one paving project that will require the services of an engineering firm to perform the design and engineering.

The first project is to examine a potential upgrade to the entrance facilities at the Johnson Canyon Landfill to handle increase public self-haul traffic and services associated with the closure of the Sun Street Transfer Station. Currently, there is limited space for vehicles to line up while waiting to enter the facility which at times causing backups on Johnson Canyon Road. In addition, the recycling materials processing center is cramped and in need of reevaluation. The Authority is looking for a long-term solution to enable customers to be better served by these improvements.

The second project is similar to the first but is the examination concepts for a proposed public convenience center or transfer station at the closed Crazy Horse Landfill. At the August Board meeting, the Board directed staff to study what potential facilities could be sited at the closed Crazy Horse Landfill, and the selected engineering firm will assist with the conceptual design layout, traffic flow, and cost estimating for capital planning.

Finally, the Authority is planning to repave the existing entrance road into the Jolon Road Transfer Station and perhaps add additional paved areas in and around the receiving area. The entrance road is in very poor condition and needs to be resurfaced. The selected engineering firm will generate plans and specifications that will allow the Authority to solicit bids for this project.

BACKGROUND

While Authority staff is able to perform some design work internally, from time to time a professional engineering firm is required to assist with design and engineering work to ensure that all pertinent standards are maintained.

ATTACHMENT(S)

1. Resolutions

RESOLUTION NO. 2023-

**A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY
AUTHORIZING THE RELEASE OF A REQUEST FOR PROPOSALS FOR DESIGN AND
ENGINEERING SERVICES FOR MULTIPLE IMPROVEMENT PROJECTS**

WHEREAS, Authority staff is able to perform some design work internally, from time to time a professional engineering firm is required to assist with design and engineering work to ensure that all pertinent standards are maintained; and,

WHEREAS, the Authority is currently examining two potential facility design projects and one paving project that will require the services of an engineering firm to perform the design and engineering; and,

WHEREAS, the selected engineering firm will generate plans and specifications that will allow the Authority to bid the projects.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the Chief Administration Officer is hereby authorized to release a Request for Proposal for Facility Design and Engineering Services.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority this 19th day of October 2023 by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Anthony Rocha, President

ATTEST:

APPROVED AS TO FORM:

Erika J. Trujillo, Clerk of the Board

Roy C. Santos, Authority General Counsel



ITEM NO. 12

Finance and Administration
Manager/Controller/Treasurer

General Manager/CAO

R. Santos by E.T.

Authority General Counsel

Date: October 19, 2023

From: Cesar Zuñiga, Assistant General Manager/Operations Manager

Title: A Resolution Declaring Surplus Property and Authorizing the General Manager /CAO to Dispose of Property

RECOMMENDATION

Staff recommends that the Board adopt the resolution.

STRATEGIC PLAN RELATIONSHIP

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

FISCAL IMPACT

The sale of surplus property may generate some revenue. The surplus unit will be appraised and placed for sale. Reasonable offers will be considered for the sale of surplus units.

DISCUSSION & ANALYSIS

The Authority has a replacement schedule that allows staff to replace equipment that may exceed its value due to repairs needed to keep the unit in operational status or may no longer meet California Air Resources Board (CARB) requirements. Staff would like to surplus the equipment listed below due to their overall cost to repair compared to the equipment's value, equipment's age and requirements set by CARB.

Description	Vin Number	Reason for Surplus	Estimated Value	Estimated Revenue from:
2005 Western Refuse Walking Floor Trailer	5DN1450255B000912	Repairs exceed value / Wear on unit	\$1,000-\$10,000	Sale / Scrap Value
2006 Caterpillar 416 Box Scraper	B2D02681	Repairs exceed value / CARB Requirements	\$7,500-\$15,000	Sale

Staff would like to surplus the above-listed equipment based on its operational status, age, cost to repair, and CARB requirements. Staff have got their money's worth out of the 2005 Western Refuse Walking Floor Trailer purchased when the Sun Street Transfer Station opened in 2005. The refuse trailer has a life span of approximately five (5) years due to the harsh

loading conditions they operate in. The 2005 Western unit has been rebuilt two (2) times since being purchased and the cost to rebuild it again exceeds the unit's value. Staff will attempt to find a buyer for the unit, but if unsuccessful we will use the surplus unit for parts needed for other trailers and scrap the remainder for scrap value.

The 2006 Caterpillar 416 Box Scraper was purchased in 2016 to assist with the operations at the Jolon Road Transfer Station. The unit was used to push up materials, remove recyclables, and complete facility maintenance. The unit is experiencing engine issues that are costly to repair and is also equipped with a Tier III engine which CARB requires to be replaced by 2026 to remain compliant with our annual equipment reporting.

BACKGROUND

The Authority purchased the requested surplus equipment to assist with the daily operations at both Sun Street Transfer Station and Jolon Road Transfer Station. The repairs required to make the trailer functional exceed the trailer's value. The cost associated with the repairs needed on the Caterpillar 416 Box Scraper also exceeds the unit's value and replacement of the unit would still be required by 2026 to meet the CARB requirements. It is recommended the board approve the surplus and disposal of the equipment listed above due to cost and regulatory compliance.

ATTACHMENT(S):
Resolution

RESOLUTION NO. 2023 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY DECLARING SURPLUS PROPERTY AND AUTHORIZING THE GENERAL MANAGER / CAO TO DISPOSE OF SURPLUS PROPERTY

WHEREAS, the Authority has a replacement schedule that allows staff to replace equipment that may exceed its value specific criteria or non-compliant with CARB rules; and,

WHEREAS, the 2005 Western Refuse Trailer and the 2006 Caterpillar 416 Box Scraper have been identified based on its operational status, age, cost to repair that exceed the value and CARB compliance; and,

WHEREAS, the cost to repair and bring the equipment into compliance exceed the value of such equipment; and,

WHEREAS, the below-described property is scheduled to be replaced due in accordance with the agency's equipment replacement schedule and CARB reporting requirements and can be declared surplus.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the following property is hereby declared surplus to the needs of the authority:

- 2005 Western Refuse Walking Floor Trailer VIN No. 5DN1450255B000912
- 2006 Caterpillar 416 Box Scraper VIN No. B2D02681

BE IT FURTHER RESOLVED that the General Manager is hereby authorized and directed, for and on behalf of the Salinas Valley Solid Waste Authority, to dispose of surplus property for fair market cash value.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at the meeting duly held on the 19th day of October 2023, by the following vote:

AYES: BOARD MEMBERS:
NOES: BOARD MEMBERS:
ABSENT: BOARD MEMBERS:
ABSTAIN: BOARD MEMBERS:

Anthony Rocha, President

ATTEST:

APPROVED AS TO FORM:

Erika J. Trujillo, Clerk of the Board

Roy C. Santos, Authority General Counsel



Report to the Board of Directors

ITEM NO. 13

Finance Manager/Controller-Treasurer

General Manager/CAO

R. Santos by E.T.

Authority General Counsel

Date: October 19, 2023
From: Cesar Zuñiga, Assistant General Manager / Operations Manager
Title: A Resolution Awarding the Purchase of One Used 2017 John Deere 210LE Loader to So-Cal Equipment for an Amount of \$58,185.00

RECOMMENDATION

Staff recommend adoption of the resolution awarding the purchase of one (1) used 2017 John Deere 210LEP loader from So-Cal Equipment for the amount of \$58,185.

STRATEGIC PLAN RELATIONSHIP

The used 210LEP John Deere loader will be used by our Diversion Workers at all our Jolon Road Transfer Station to assist with diversion of recyclables, winterization tasks, and facility maintenance. This item has no direct Strategic Plan impacts.

FISCAL IMPACT

Funding for this purchase is included in the 2023-24 Fiscal Year Budget. There is sufficient funding available within the Capital Improvement Project (CIP) 9101 for the purchase of the 2017 John Deere 210LEP loader.

DISCUSSION & ANALYSIS

On September 1, 2016, the Authority assumed the operations of the Jolon Road Transfer Station which serves as the transfer Station for our South County cities and numerous unincorporated communities within the Salinas Valley. Since then, the Authority has operated and overseen an efficient operation for the residents of the Salinas Valley.

The facilities current small loader is a 2006 Caterpillar 416 loader with a tier 3 engine. The unit needs some repairs that will exceed its value if completed. The existing unit is also slated to become non-compliant with California Air Resources Board (CARB) requirements of having an engine that is Tier 4 or newer by 2026. Another report within this month's agenda will recommend surplusing this unit.

The proposed unit would be used by staff to continue to pull recyclable materials from large diversion rich loads that are received at the tipping pad, complete annual winterization task, and facility maintenance.

Staff solicited used units that meet the criteria required. Our search involved finding an acceptable unit, in good condition, low hours, within California, and meeting California Air Resources Board (CARB) regulations with a Tier IV engine. Below is a summary of the units looked at and the quoted price:

Vendor	Make Model	Hours	Sales Price	Delivery Cost	Sales Tax	Total Cost
Herc Rentals	2017 John Deere 210LEP	2,300	\$61,500	\$500	\$4,805	\$66,805
United Rentals	2018 John Deere 210LEP	2,222	\$62,200	\$100	\$5,478	\$68,078
So-Cal Equipment	2017 John Deere 210LEP	3,002	\$54,000	\$0	\$4,185	\$58,185

BACKGROUND

On September 1, 2016, the Authority assumed the operations of the Jolon Road Transfer Station which serves the southern portion of the Salinas Valley. Since then, the Authority has operated and overseen an efficient operation for the residents of Southern Monterey County.

ATTACHMENT(S)

1. Resolution
2. Exhibit A – So-Cal Equipment Proposal

RESOLUTION NO. 2023 -

**A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY
AWARDING THE PURCHASE OF ONE USED 2017 JOHN DEERE 210LEP LOADER TO SO-CAL
EQUIPMENT FOR AN AMOUNT OF \$58,185.00**

WHEREAS, the Authority owns and operates the Jolon Road Transfer Station which serves the residents of the southern most areas of the Salinas Valley; and,

WHEREAS, the staff at the Jolon Road Transfer Station are tasked with diversion recyclables from large commercial loads, completion of winterization task, and facility maintenance; and,

WHEREAS, the addition of a 2017 John Deere 210LEP loader will assist with the above mentioned facility task at the Jolon Road Transfer Station, while also replacing and older unit that will no longer meet California Air Resources Board compliance in 2026.

NOW THEREFORE, 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 purchase one (1) used 2017 John Deere 210LEP loader from So-Cal Equipment for \$58,185.00, as attached hereto and marked "Exhibit A," and to carry out all responsibilities necessary.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at a meeting duly held on the 19th day of October 2023, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Anthony Rocha, President

ATTEST:

APPROVED AS TO FORM:

Erika Trujillo, Clerk of the Board

Roy Santos, Authority General Counsel

Cesar,

I have this skip Loader available for purchase. It has a new seat on it and it was just freshly serviced... Oil changed, fuel filters, air filters etc.

Make: Deere

Model: 210L EP

Year: 2017

Hours: 3,002

Location: Sacramento, CA

4X4

Price: \$54,000 / Delivered

Taxes \$4,185

Total \$58,185

Thank you,

Brad Fox

So-Cal Equipment

619-813-4540

www.socalequipment.com





Report to the Board of Directors

Date: October 19, 2023
From: Sara Papineau-Brandt and Julia Brooker,
 Resource Recovery Technicians
Title: Youth Council Introduction

ITEM NO. 14
<hr/> N/A <hr/> Finance and Administration Manager/Controller-Treasurer
<hr/> N/A <hr/> General Manager/CAO
<hr/> N/A <hr/> Authority General Counsel

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

ATTACHMENT

1. Power Point Presentation

Salinas Valley Recycles.org

SALINAS VALLEY
SOLID WASTE AUTHORITY

Youth Council

Salinas Valley Recycles | Board of Director's Meeting
September 21, 2023

Published 10/12/23

1



THE GOAL

To gather a group of youth from our service area high schools who will:

- function as a voice for teens
- facilitate youth service learning projects
- facilitate on campus environmental learning
- learn and grow as environmental and political leaders in their communities.

2



RECRUITING

We reached out to all guidance counselors, school administration and science teachers at every high school in our service area.

This included email, phone calls and in person recruiting.

Email included:

- Posters
- Registration Packet
- Short video presentation about the program
- Request for on campus recruitment



3



3 DAY INTENSIVE

01

- Intro to Story of Stuff
- Johnson Canyon Landfill Tour
- Meet & Greet SVR Staff
- Meet & Greet Haulers

02

- Madison Lane Recycling & HHW Tour
- Current CA Legislation Overview
- Intro to Marketing at SVR
- Project Planning

03

- Scheduling
- Tour ReGen Material Recycling Facility
- Influencing Policy ideas
- Debrief



4



KELLY BILLMAN

Why did you want to join the SVY Youth Council?

Taking AP Environmental Science inspired me to promote sustainability in our community, and joining the youth council seemed like an amazing way to start doing that.

What is the biggest thing that has stuck with you so far?

Just seeing firsthand how much waste there is has really stuck with me.

**SCHOOL:
SALINAS HIGH
GRADE : 12**



5



JENNY DE LA ROSA

Why did you want to join the SVY Youth Council?

I wanted to join the youth council to get involved in my community and issues within it.

What is the biggest thing that has stuck with you so far?

The biggest thing that has stuck with me is the amount of efforts, organizations and facilities working to better our future.

**SCHOOL:
RANCHO SAN JUAN
GRADE : 10**



6



GABRIELA JARAMILLO

Why did you want to join the SVY Youth Council?

I had initially joined the Youth Council because I wanted to become more involved in the community in relation to the environment. However, I did not know where to begin, so as soon as I heard about the Youth Council, I applied.

What is the biggest thing that has stuck with you so far?

When we visited the landfills, it was truly put into perspective how much waste we produce and that alone, along with learning not all plastics can be recycled, has stuck with me the most.

**SCHOOL:
RANCHO SAN JUAN
GRADE : 11**



7



JAENA SERRANO

Why did you want to join the SVY Youth Council?

I wanted to join the SVR youth council because it was a great opportunity for me to help my community and a bit of the world treat the environment better. I've always been super passionate about being eco-friendly but never got a chance to put those passions into action, until I got introduced to this!

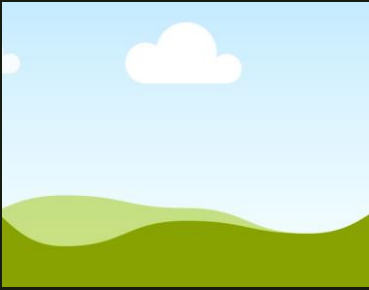
What is the biggest thing that has stuck with you so far?

The biggest thing that has stuck me this far is how much stuff we have. People make trash every day, and it's so important to be precise on what you buy. Every little decision on what you use on the daily does make a huge impact. I'd also like to add that trash doesn't disappear once it's gone from your trash bin. All of it accumulates and that really struck me and made me even more devoted to this council and my beliefs on helping earth.

**SCHOOL:
RANCHO SAN JUAN
GRADE : 11**



8



MAHI SHAH

Why did you want to join the SVY Youth Council?

I want to ensure that youth can also understand the difference we can make to live sustainably and recycle responsibly.

**SCHOOL:
NOTRE DAME
GRADE : 12**



What is the biggest thing that has stuck with you so far?

Seeing the recycling process/landfill processing and realizing just how much waste even a small area like the Monterey County can produce, and how important it is to mitigate waste as much as possible.



REUBEN ZAMORA

Why did you want to join the SVY Youth Council?

I wanted to join the youth council because I wanted to see how we as a society are dealing with the problem of pollution because it's a world wide problem.

**SCHOOL:
RANCHO SAN JUAN
GRADE : 11**



What is the biggest thing that has stuck with you so far?

The biggest thing that has stuck with me so far is when we all toured the recycling center and the landfill because it made me think everything time I threw something away it wouldn't just disappear it would go to a landfill, and that stuck because I thought about how much trash we throw away and how the landfill is filling up so fast what if it gets full then what??





ANGELELEN ZAVALA

Why did you want to join the SVY Youth Council?

I joined the youth council to gain information about what people should do to be more environmentally responsible. I joined so I could teach and help people with ideas on how to reduce their environment footprint/impact.

What is the biggest thing that has stuck with you so far?

Something that has stuck with me so far was the lack of environmental awareness that people I have talked to have. There are a lot of things people don't know about, for example many don't know about the fast fashion impacts or choose to ignore such topics because its "easier".



**SCHOOL:
HARTNELL
GRADE : FRESHMAN**



11



WHOLE COUNCIL PROJECT

Sustainability Fair
April 6, 2024

An event where we bring together members of the community to learn about ways that they can help take simple steps to put the 5 R's of Refuse, Reduce, Reuse, Recycle & Rot into practice in their everyday lives.



12

1

Fun Activities

Have lots of fun activities that teach the community about the fun ways that items can be reused or repurposed. We are working on activities such as BINGO for Books, a sewing workshop, a Fix it Workshop & more. We will also have an area with activities specifically for kids.

13

2

Distribute information

Invite local agencies who provide information regarding environmental issues. This will allow people to ask questions and receive information they may not know about.

14



3 Environmentally Friendly Vendors

The goal is to invite Eco Friendly vendors such as food vendors and vendors who sell goods where you can bring your own reusable packaging. The goal of this is to show the community that these options are available and what they should look for when they are looking to support businesses with sustainable practices.

15



4 Local Entertainment

What's a good community event without some live entertainment?
We would like to invite local bands from the local youth including our high schools to come out and have a place to perform.

16

5 Sponsorships & Volunteers

Starting soon we will be seeking local sponsors who would be interested in supporting this event. We will also be recruiting volunteers for day of support of this event. We will need youth volunteers as well as adult volunteers. We would love it if you would join us!

17

QUESTIONS

18



Report to the Board of Directors

Date: October 19, 2023
From: Janna Faulk, Recycling Coordinator
Title: Annual Marketing Report

ITEM NO. 15
<hr/> N/A <hr/> Finance and Administration Manager/Controller-Treasurer
<hr/> N/A <hr/> General Manager/CAO
<hr/> N/A <hr/> Authority General Counsel

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

ATTACHMENT

1. Power Point Presentation

RESOURCE RECOVERY

*Driving Change
One Behavior at a time*

2022-2023

Published 10/12/23

1

OUTREACH

Highlights



Outreach

- Business Outreach
- Multi-Family Outreach
- Schools
- Events

Media

- Social Media
 - Trash-Talk Tuesday
- Paid Media
- Billboards

2

GOALS

Lasting Behavior Change

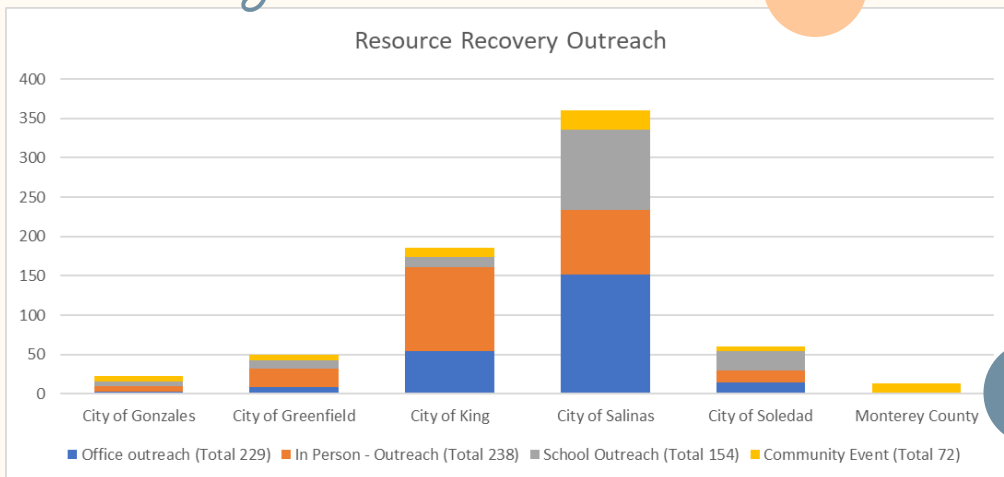
- Comply with 1383
- Education first
- Lower barriers to participation
- Clean stream organics and recycling



3

OUTREACH

By the numbers



4

COMMERCIAL

Empowering Success



• Onsite Training & Videos



Starter Kits (81 this year)

- Interior Food Waste bins & labels
- Posters
- Roll of compostable bags



• Continued Support

5

NEW REGULATIONS

Require More



SVR strives to set up businesses for success:

- Free onsite waste audits that can help reduce waste and costs, and/or increase profits
- Ensure compliance
- A facilitator between haulers
- Staff/Employees training programs

6

MULTI-FAMILY

Notable Steps

TOOLKIT & VIDEOS
Managers & Tenants

PILOT TEST
Easy Adopters
CHISPA
MCHA

WEBINARS
2 Days - 7 Participants
Available anytime
49 Views

IN PERSON
232 properties visited in 22-23



7



RESIDENTIAL MULTIFAMILY

Recycling

Empowering managers and owners to **maintain** a **successful** program.

[SVR Train-the-Trainer Program](#)

RECYCLING TOOLKIT For Managers

YOUR GUIDE TO SUCCESSFUL:

- Food Scrap Recycling
- Mixed Material Recycling
- Bulky Items Management

Additional Resources



- ▶ Recycling Toolkit for Tenants
- ▶ Recycling Toolkit for Property Managers and Owners
- ▶ Recycling & Composting Brochure
- ▶ What to do with Household Hazardous Waste

8

EMPOWERING YOUTH TO *Change the Future*

Recycling in the Salinas Valley

FOOD SCRAPS RECYCLING AT APARTMENTS AND CONDOMINIUMS

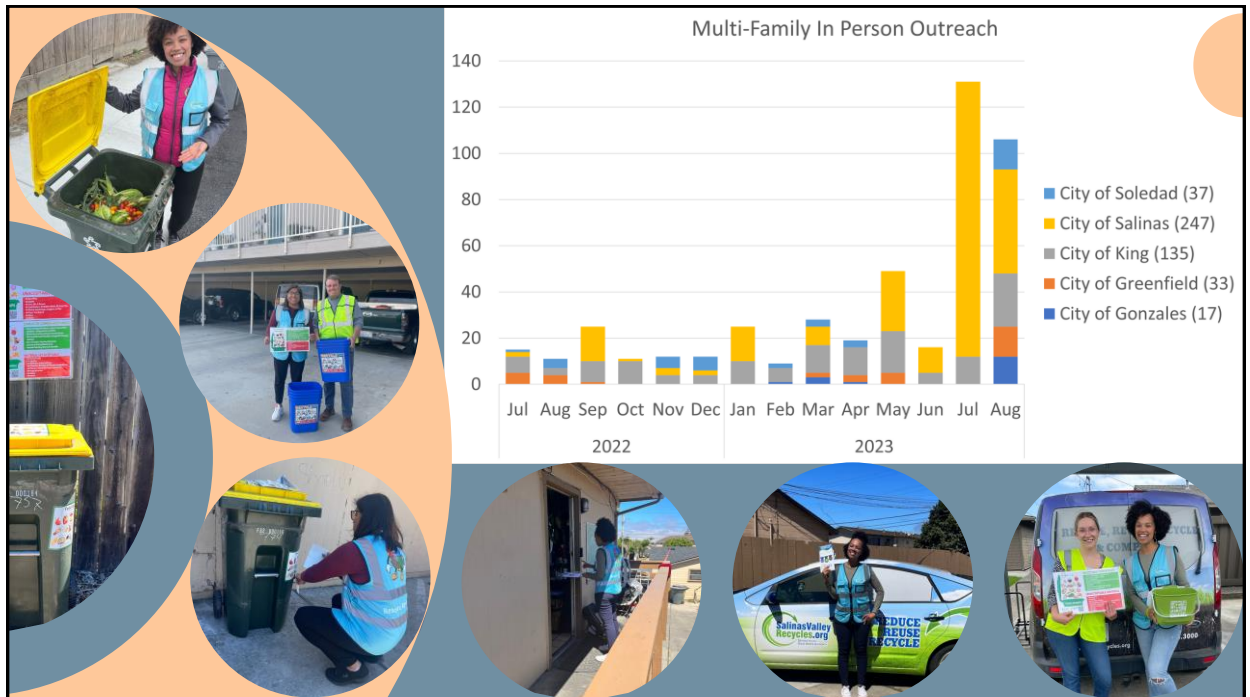
Recycling Food Scraps at Apartments and Condominiums: For Tenants

Playlist: 6 Videos

- Recycling Food Scraps at Home... 1:38
- Reciclando Sobras De Comida En C...
- Recycling Food Scraps At Apartment...
- Reciclando Sobras De Comida en Ap...
- Recycling Food Scraps in Multifamily...
- Reciclaje de Sobras de Comida en C...



9



10

SCHOOL

Success



49

Schools Compliant
with 1383!



48

Classroom
Workshops



18,000

Students reached
through school
assembly program

SUSTAINABLE SCHOOL PROGRAMS

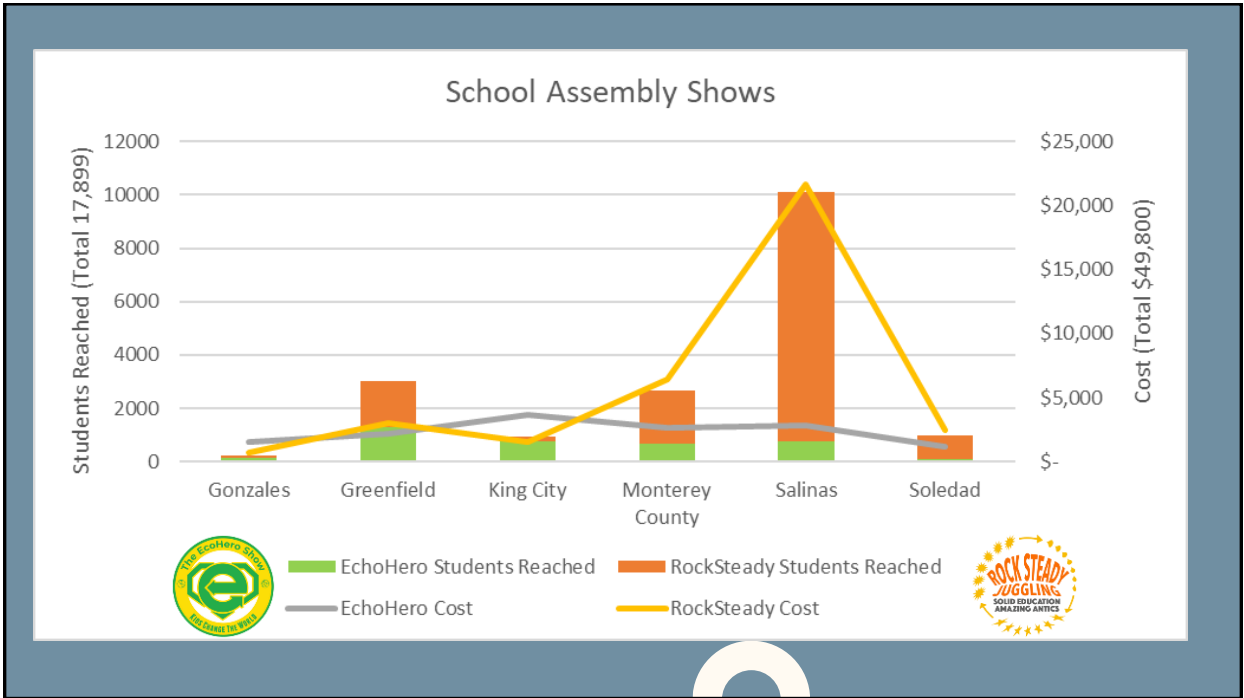
Require Admin Ownership



Contact ~ Site Meeting ~ Build Your Program Meeting ~ Implementation ~ Compliance Review

All necessary resources and training materials provided by SVR

Empowering Students to lead the way to zero waste!



13

EVENTS

RR Team

- 31 Community Events
- 10 Compost Workshops
- 24 Cleanup Events

14

ILLEGAL DUMPING *and Litter Abatement*

Putting our words into action!

Event	Picked up
Chualar School	• 204.4 lbs in 30 min
Natividad Creek	• 3,500 pounds
Soledad Litter	• 5 Cubic Yards
Gabilan Creek	• 120 lbs litter, 10-gal CRV, 3 shopping carts

15

SOCIAL MEDIA *Extending our Reach*

NEXTDOR	FACEBOOK	INSTAGRAM
95 Posts	136 Posts	125 Posts
872 Likes	866 Likes & Reactions	1732 Likes & Reactions
308 Comments	145 Comments	49 Comments
314k Impressions	170 Shares	185 Shares
	119k Reach	19k Reach

65

171

55

Like

Follow

Tweet

Share

Comment

16

NEWSLETTER

Highlights



Newsletter

11
NEWSLETTERS
5,170 SENT



2,048
OPENS
41% OPEN RATE!



154
LINK FOLLOWS
CLICK THROUGH

17



TRASH-TALK

Tuesday

Conversation or tutorial with a local business or organization to learn about the creative ways we can reduce our waste

Episodes

- America Recycles Day with Patrick Mathews
- The Thrill of the Thrift with Goodwill Central Coast
- Greenfield Community Science Workshop

18

PAID MEDIA

by the Numbers

Print Ads - Weekly & Californian	10
English Radio Ads	285
Spanish Radio Ads	1,352
Newsletter Ads	33
Multi-Family Ads	2
Commercial Newsletters	4
Billboards	3
Tire Amnesty Radio Ads	53

3.5 M + Impressions

15 K + Digital Ad Click-thgouhs

1,637 Radio Ads

19

COMMERCIAL

Paid Media

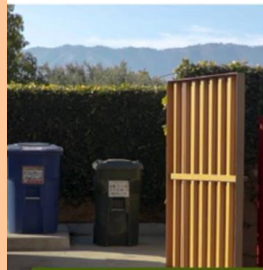
Recycle Food Scraps. Reduce Waste.

SalinasValleyRecycles.org

Make a big difference for Salinas Valley by recycling your business food scraps right.

New Recycling and Food Scrap Laws are mandatory for apartment complexes!

¡Las nuevas leyes de reciclaje y sobras de comida son obligatorias para los apartamentos!



Attention Multi-Family Property Owners and Management Companies

Tune into a FREE Training and learn how to implement these programs in your apartments. Learn how to help fight climate change and avoid fines. Multiple dates and times are available.

Atención Dueños de Viviendas Multifamiliares y Empresas Administradoras

Sintoniza a un entrenamiento GRATIS: Prepárate para el éxito. Aprende cómo ayudar a combatir el cambio climático y evitar multas. Múltiples fechas y horas están disponibles.

Education Starts with YOU!
¡La educación comienza contigo!



Register here for the second training event taking place on **June 22nd at noon!** | Regístrate aquí para el segundo evento de capacitación que tendrá lugar el **22 de junio al mediodía!**

svswa.org/commercial/multifamily-recycling/

20

RESIDENTIAL

Paid Media



How can you help the Climate Crisis? EASY!
¿Cómo puedes ayudar a detener la Crisis Climática? ¡Fácil!

If It Grows. It Goes!
¡Si crece, al verde va!

THROW YOUR FOOD SCRAPS AND YARD WASTE IN THE GREEN CART.
We will use them to reduce landfill waste and make compost.

SOLO PONGA SUS DESPERDICIOS DE COMIDA EN EL BOTE VERDE.
Los utilizaremos para hacer composta y reducir la basura en el basurero.

SalinasValleyRecycles.org

Learn more: [Obtenga más información en: svswa.org/residential/foodscraps](https://svswa.org/residential/foodscraps)

21

RESIDENTIAL MESSAGING

Clear and Concise

LEARN HOW TO SORT FOOD SCRAPS

Separate food scraps from garbage by placing them in your green cart.



DISPOSING OF SEVERAL ITEMS?

Save time and money by visiting Johnson Canyon Landfill & Recycling Center on Sundays.



22

BIG *Messaging*



23

THANK YOU

Follow and Share!



24



Report to the Board of Directors

Date: October 19, 2023
From: Patrick Mathews, General Manger/CAO
Title: 2022-23 Salinas Valley Recycles Annual Report

ITEM NO. 16

N/A
Finance and Administration
Manager/Controller-Treasurer

N/A
General Manager/CAO

N/A
Authority General Counsel

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

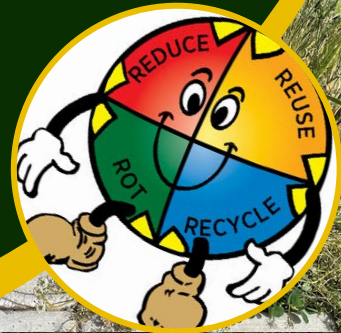
ATTACHMENT

- 1. Power Point Presentation

WORKING FOR A FUTURE WITHOUT LANDFILLS

SalinasValley
Recycles.org

SALINAS VALLEY
SOLID WASTE AUTHORITY



SALINAS VALLEY SOLID WASTE AUTHORITY

2022-23 ANNUAL REPORT - DRAFT COPY

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WELCOME FROM THE GENERAL MANAGER/CAO MESSAGE



Patrick Mathews
General Manager/Chief Executive Officer



James Martinez, Jr.

The SVR staff and friends are dedicating this 2022/23 fiscal year annual report in loving memory of our employee, James Martinez. James was a wonderful employee, full of life, joy, and commitment to serving the community and his family. His presence is deeply missed by all staff and Board members as we honor all that he has given back to the world in his life.

Sustainability remains the core principle of SVR's business practices, from focused recovery of resources to environmental stewardship to financial sustainability of operations. These principles guide SVR's decisions every day and assure our community members are getting the highest quality, cost effective utility services they deserve and expect.

We can't be prouder and more appreciative of the incredible work our staff did this year to fuel our progress and success. We continued to receive and process above average amounts of materials and customer trips at all our facilities across the region. Customer Service is our highest priority and remains the driving force behind SVR's continuing success. Education and Public Service continue to highlight the incredible progress our agency has made in its first 25 years.

With the Board's leadership, SVR has established a strong set of financially sustainable policies and practices to guide the agency's future and reduce rate-payer risks and costs into the future. We are in a strong position to continue to sustain critical operations, meet new, unfunded State mandates, fund new infrastructure for organics and recycling activities, and advance SVR goals through future economic downturns without excessively disruptive measures. In short, SVR is financially sustainable, forward looking and applying creative new approaches to run cost effective government utility services. Here are a few highlights:

- SVR successfully transitioned into its new HHW and Recycling Facility at the Madison Lane location.
- Started the rehabilitation and upgrade project at the Jolon Road Transfer Station
- Successfully rehabilitated and relocated to a new office space in our building, providing more space and a dedicated community room for agency and public events
- "Rainy Day" reserves were again supplemented this year in preparation for future capital needs or economic slowdowns.
- Permitted landfill space is maximized for member agency benefit with no reliance on outside waste imports.
- Landfill tipping fees remain the lowest in the County.
- Responsible SVR financial policies are putting more public funds to work on projects and programs instead of paying lender interest such as accrued pension liabilities (with an effective 6.8% interest rate)
- All the above fiscal successes of the Board are reflected SVR's historic change in Net Position from a low of approximately (-\$12 million) in FY 2009-10 to an estimated \$37 million in FY 2022-23, representing a positive change of \$49 million in the last 13 years.

Organics Diversion from Landfilling

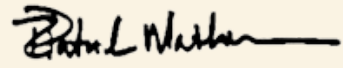
SB 1383 was adopted in 2016 and requires significant reductions of anything organic (food scraps, yard waste, wood, paper) going into landfills. SVR focus is fixed on helping all our member agencies comply with these unfunded mandates and remain successful in implementing the many required programs. This program will be one of the primary areas of focus for SVR over the coming years and includes a new look at advanced organics recovery technologies that is just getting underway after many years of research on new technologies and with other agency partners such as the USDA.

Our Future

A new 2022/23 Strategic Plan was created by the Board this year in collaboration with SVR administrative leadership, with a review and update due in FY 2023/24. This plan included updates to our current Mission, Vision and Values; establishment of Board Norms to guide the governance of the agency; and new Goals to guide the progress and focus of SVR over the coming years. The decisions SVR makes today regarding a cost-effective and sustainable waste management system will continue to serve the best interests of our communities and future generations for decades to come and is a model for others to emulate. We will continue to encourage the Board, staff, partners, community, and stakeholders to look into the future and imagine a world without trash and in its place a system to repurpose, reuse, reduce and recycle all our thrown away resources.

This annual report is a summary of SVR's accomplishments, waste reductions activities, cost saving measures, and its dedicated professional staff for the 2022-2023 fiscal year. We hope this report provides the reader with a clear overview of the sustainable direction of Salinas Valley Recycles! As SVR's member agencies embark on implementing their local plans to create more vibrant, healthy, and sustainable communities, the contributions of SVR to these goals remain an important part of that effort.

SVR continues to strive to be a model for the delivery of government utility services: Sustainable, Low-Cost, Public Service Focused, Friendly, Effective and Strategic. I want to again thank the Salinas Valley Recycles Board of Directors, staff, community partners, our Citizens and all those who have supported our efforts to improve our environment and help make sustainable living in the Salinas Valley a reality.



R. Patrick Mathews
General Manager/Chief Administrative Officer



In Loving Memory Of James Martinez, Jr.

January 10, 1984 - January 11, 2023

ABOUT SVR

We are working hard to eliminate the need for landfills!

COMPOST IS KEY TO OUR SUCCESS!



Who We Are

The Salinas Valley Solid Waste Authority, aka Salinas Valley Recycles (SVR), is a joint powers agency made up of the following local governments: Monterey County (eastern half of the unincorporated county), and the cities of Salinas, Gonzales, Soledad, Greenfield and King City.

What Is A Joint Powers Agency

A joint powers agency (JPA) is a government body that is formed by two or more local governments (cities or counties) joining together to address a specific service need that is common to all members of the group. JPAs are often formed to address such regional issues as water, sewer, solid waste, public safety, and transportation.

What We Do

SVR is responsible for providing secure long-term solid waste disposal and resource recovery services to all of its members in an environmentally sound and cost-effective manner. SVR currently owns one active and three closed landfills sites, one transfer station, and oversees the operations and management of these facilities. SVR is also responsible for overseeing future landfill siting or expansion to meet the area's long-term solid waste disposal needs. Our agency's focus though is much more than just landfills; see our Mission, Vision, and Values to learn more about our vision of a future without landfills.

Our Mission Statement

"To manage Salinas Valley solid waste as a resource, promoting equitable, sustainable, environmentally sound and cost-effective practices through an integrated system of waste reduction, reuse, recycling, innovative technology, customer service, and education."

Our Values

"To reduce the amount of waste by promoting individual and corporate responsibility. To recover waste for its highest and best use while balancing rates and services. To transform our business from burying waste to utilizing waste as a resource. To eliminate the need for landfills."

Our Vision Statement

Innovation
Integrity
Public Education
Efficiency
Fiscal Prudence
Resourcefulness
Customer Service
Community Partnership
Equity

BOARD OF DIRECTORS



Ben Jimenez, City of Soledad
Vice President



Anthony Rocha, City of Salinas
President



Glenn Church, County of Monterey
Alternate Vice President



Chris Lopez, County of Monterey

SVR is governed by a nine-member board consisting of two members of the Monterey County Board of Supervisors, three members of the Salinas City Council, and one City Council member each from the cities of Gonzales, Soledad, Greenfield, and King. Each of the six member agencies also appoints one alternate to represent its agency if an appointed member cannot be present at a Board Meeting.

The Executive Committee is composed of the Authority Board:

- President
- Vice President
- Alternate Vice President
- Immediate Past President (discretionary)

The Executive Committee is an advisory committee to the Board of Directors and oversees issues related to finances, personal, and agency policies.

The appointment of officers occurs annually at the January Board meeting. The Board has discretion to appoint the Immediate Past President for one year.

The Board of Directors meets on the 3rd Thursday of the month at 6:00 p.m. at the City of Gonzales Council Chambers with some exceptions.

The Committee meets, unless otherwise noted, the Thursday two weeks before the regular Board of Directors meeting at 5:30 p.m. in SVR's Conference Room, 126 Sun Street, in Salinas



Meeting agendas can be viewed by visiting our website www.svswwa.org/government/agendas-meeting-schedules

Board Alternates

- Luis Alejo, County of Monterey
- Orlando Osornio, City of Salinas
- Scott Funk, City of Gonzales
- Maria Corralejo, City of Soledad
- Rachel Ortiz, City of Greenfield
- Vacant, City of King



Liz Silva, City of Gonzales



Robert Cullens, City of King



Andrew Sandoval, City of Salinas



Angela Untalon, City of Greenfield



Carla Gonzalez, City of Salinas

BOARD MEETING HIGHLIGHTS



Erika J. Trujillo
Clerk of the Board



2022

**A GOOD LEADERS MAKES
A GOOD FOLLOWER.**

Wilfred Bion

July

- Meeting Recess

August

- SB1383 Community Based Social Marketing research results presented by Action Research.
- The Annual Tonnage and Operations Report for Fiscal Year 2021-22 was presented to the Board.

September

- Mike Silva, Solid Waste Technician, was recognized for his selection as the Employee of the 2022 Year.
- Introduction of employees hired since July 1, 2021, was conducted at this meeting.
- The Board received a report on the previous fiscal year's marketing and media efforts to reach the public that highlighted the campaign created for Senate Bill 1383.

October

- The Regular Board of Directors and Executive Committee Meetings calendar was approved.
- The Annual Comprehensive Financial Report for the Fiscal Year 2021-22 was presented.
- The 2021 Franchise Waste Haulers Performance Report was presented.

November

- Local businesses Constellation Brands in Gonzales & Soledad, Carl's Jr. in Soledad, and Mi Tierra in Salinas were recognized at this meeting for improving existing recycling programs, continuing recycling education to employees, and implementing food scraps diversion programs.
- The second round of the Edible Food Recovery Grant Program, totaling over \$76,000 were awarded to the Salvation Army in Salinas, Monterey County, and Sand City, The Boy's & Gril's Club, Monterey, and St. George's Episcopal Church, Salinas.
- A presentation was given to the Board on the potential partnership and new project opportunity with Ameresco to utilize Landfill Gas/Biogas to convert agricultural wastes and landfill gas to Renewable Natural Gas.
- The Transportation Agreement between Republic Services and the Authority was reviewed. The request to use sub-hauler for transportation was denied by Republic Services, due to concerns and reason the Authority deemed not accurate.
- The Brown Act noticing and agenda posting requirements, and the Authorities current process were detailed to the Board.
- Appointment of the Nominating Committee for 2023 Election of Officers was conducted.

December

- Proclamations honoring the departing Board members Christie Cromeenes, John Phillips, and Drew Tipton were presented.
- Employment MOU's were approved for all bargaining units.

January

- The new Board of Directors were introduced, Glenn Church representative of the County of Monterey, Andrew Sandoval and Carla Viviana Gonzalez representatives of the City of Salinas, and Angela Untalon representative of the City of Greenfield.
- Election of officers took place with the election of Anthony Rocha as President, Ben Jimenez as Vice President, and Glenn Church as Alternate Vice President.
- The results of the 2022 annual employee survey were presented.
- An update on the programs to help meet the mandates of Assembly Bill 939 was presented.
- A preliminary balanced operating and CIP budget was presented to the Board for feedback.

February

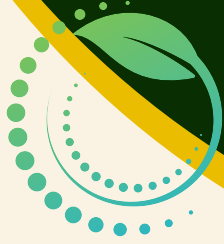
- The 2023 Meeting Calendar was revised to reflect the new time for the Executive Committee meetings.
- An update on the agreement with Atlas Organics for the operations of the processing and marketing of organics at the Johnson Canyon Landfill was provided.
- A presentation was given on the four types of innovative technologies, that were identified and deemed adequate and available for the Authority to assist in the goal of diversion of waste and organics from the landfill.
- Once again, the preliminary operating and CIP budget was presented to the Board for further feedback.

**A LEADER IS ONE WHO
KNOWS THE WAY, GOES
THE WAY, AND SHOWS
THE WAY.**

John C. Maxwell



BOARD MEETING HIGHLIGHTS



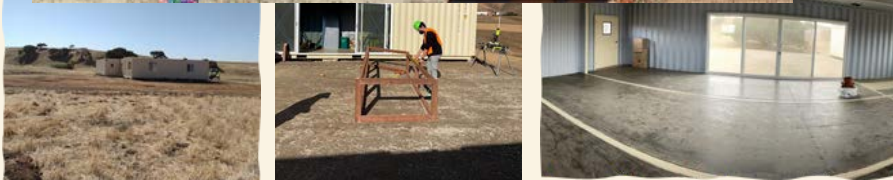
2023

March

- A water purchase agreement with George Amaral Ranches was approved to deliver up to 80,000 gallons of water per day to the northwest corner of the Johnson Canyon Landfill.
- The Board approved an agreement with Clear Span for the Fabric Cover Structure that will provide customers and employees from South County with a covered disposal area year-round.
- An update on the progress being made at the new Johnson Canyon Education Center was provided to the Board.
- A public hearing was held to consider the Disposal and Service Fees effective July 1, 2023, with a unanimous approval vote. The Operating and CIP budget of \$24,555,000 were also considered and approved by the Board.
- An update was provided to the Board on the Request for Proposals for the new franchise procurement for the South Monterey County Cities (Gonzales, Soledad, Greenfield, and King City).

April

- The Board of Directors resumed all in-person meetings.
- Creekside Elementary School was awarded the Great Stewart Award for successfully forming a Green Team and implementing comprehensive programs for food scraps and other diversion programs.
- An update on Senate Bill 1383 Implementation for Multi-Family Properties was provided to the Board.



May

- Staff presented a report on all the programs and services included in the total budget, the allocations for each jurisdiction based on the previous three years of franchise landfill tonnages in detail, and the extensive public outreach and education activities conducted under AB 939 programs.
- The Board agreed to the request from the County of Monterey to support extending the Litter Abatement Program that provides illegal dumping clean-up and litter abatement services along roadsides in the rural areas of the county.
- The revised water purchase agreement with George Amaral Ranches was approved at this meeting.

June

- Information on the relocation of the Administration Office that took place on May 23, 2023, was provided to the Board.
- Further details of the cost allocations by jurisdiction for the AB 939 programs were presented to the Board.
- The meetings calendar was revised to reflect the Executive Committee Regular meeting's new location.



MILESTONES, ACCOMPLISHMENTS & NEW HIRES



WELCOME
TO OUR TEAM

Alone we can do so little; together we can do so much. - Helen Keller



Phillip Zurita



Martin Moreno



Luis Rosas



Julio Castro



Roger Aguirre



Fabian Orejel

15 - Years of Service
Patrick Mathews

10 - Years of Service
Netzahualcoyotl Ruiz
Eric Amaral

5 - Years of Service
Ramon Ruacho
Janna Faulk
Robert Rodriguez
Eric Luna
Rosie Ramirez
Salma Sandoval

1 - Years of Service
Jose Luis Garcia
Julia Brooker
Fabian Orejel
Martin Moreno
Luis Rosas
Phillip Zurita



**EMPLOYEE
OF THE YEAR
AWARD**

Congratulations!

Ernesto Natera was selected by his co-workers to receive the 2023 Employee of the Year Award. Congratulations Ernesto, well deserved.

OPERATING BUDGET FISCAL YEAR 22-23



	FY 2022-23 Budget	FY 2023-24 Budget
REVENUES		
Tipping Fees - Solid Waste	13,532,700	13,532,700
Tipping Fees - Diverted Materials	3,287,200	3,232,600
AB939 Service Fee	3,633,000	4,103,000
Charges for Services	2,522,000	2,668,000
Other Revenues	790,000	1,035,000
TOTAL REVENUES	23,764,900	24,571,300
OPERATING EXPENDITURES		
Administration	3,046,400	3,132,200
AB939 Programs	4,056,700	4,253,900
Recycling Programs	2,688,200	2,714,800
Landfill Operations	5,582,100	5,793,600
Transfer Stations	2,961,300	2,752,300
Debt Service	3,115,300	3,113,200
TOTAL OPERATING EXPENDITURES	21,450,000	21,760,000
NET OPERATING REVENUE	2,314,900	2,811,300
BUDGETED SUPRPLUS		
Post Closure Maintenance	(1,070,000)	(1,070,000)
Allocated for CIP	(1,725,000)	(1,725,000)
Use of One Time Surplus	495,000	-
TOTAL BUDGETED SURPLUS	14,900	16,300

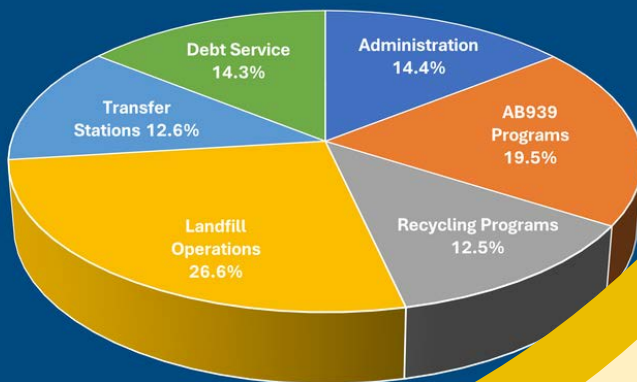
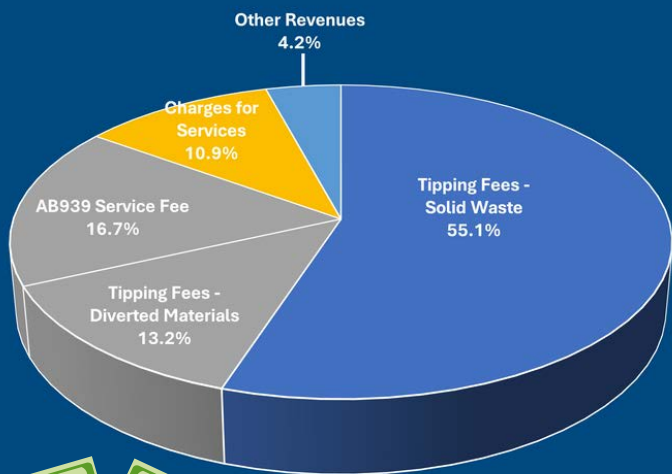


Congratulations to our Accounting Team, which made history once again for being awarded the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association (GFOA) for the Comprehensive Annual Financial Report (CAFR) for the ninth consecutive year. The Certificate of Achievement for Excellence in Financial Reporting is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment. This is a great honor for our Accounting Team and the award reflects well upon everyone at SVR.

The Finance Department is committed to integrity and excellence in providing timely, accurate, and complete financial information and services to all Salinas Valley Recycles stakeholders.

To view SVR's latest financial information including budget documents and audited financial statements, visit our website for more information. www.SalinasValleyRecycles.org

EXPENDITURES



REVENUE



CAPITAL IMPROVEMENTS PROJECTS

CIP

The following projects are budgeted in FY 2023-24



Equipment Replacement (3 sites)	\$1,150,000
Post Closure Maintenance (3 sites)	\$1,070,000
Johnson Canyon LFG System Improvements	\$300,000
Roadway Maintenance/Improvements	\$100,000
Johnson Canyon Partial Closure	\$100,000
Johnson Canyon Litter Barrier	\$25,000
JR Transfer Station Improvements	\$25,000
Concrete Grinding	\$25,000
Total Operating Surplus Allocations	\$2,795,000

Equipment Replacement (\$1,150,000)

The Authority operates one transfer station, three recycling centers and one landfill. To replace necessary equipment, money is set aside every year. This will allow the Authority to replace the equipment with cash on hand rather than having to take out additional debt. The Equipment Replacement budget for all three sites is \$1,150,000 and are allocated to each site as follows:

- Johnson Canyon Landfill - \$800,000
- Madison Lane Transfer Operations - \$230,000
- Jolon Road Transfer Station - \$120,000

Post Closure Maintenance (\$1,070,000)

Post-closure maintenance costs are inconsistent in nature. Some years require more maintenance than others. During FY 2019-20, the Board approved removing post closure maintenance from the operating budget and including it in the CIP budget. This allows staff to carry over remaining balances at the end of the year and help ensure that funding is available when large maintenance and repairs are necessary at the closed landfills. The total post closure maintenance budget for all three sites is \$1,070,000 and are allocated to each site as follows:

Crazy Horse Closed Landfill - \$560,000
 Jolon Road Closed Landfill - \$260,000
 Lewis Road Closed Landfill - \$250,000

Johnson Canyon LFG System Improvements (\$300,000)

As landfill operations continue at the Johnson Canyon Landfill, so is the need to ensure an effective environmental control system is in place. Setting aside \$300,000 annually for landfill gas system improvement will allow us to maintain and replace wells and treatment infrastructures as needed.

Roadway Maintenance/Improvements (\$100,000)

The Authority sets aside funds annually to maintain/replace the roads surrounding its facilities.

Johnson Canyon Partial Closure (\$100,000)

Staff is working on phases one and two of the Johnson Canyon Closure Plan. The soil being moved to complete these phases is part of the overall soil management plan related to the continual construction of future new cells. However, items such as Construction Quality Assurance testing and surveying are strictly part of the closure and must be tracked separately. An allocation of \$100,000 annually is necessary until phases one and two of the rolling closure have been completed.

Johnson Canyon Litter Barrier (\$25,000)

The litter barrier control fence along the property boundary helps to prevent litter from leaving the site. The \$25,000 annual funding allows staff to expand and replace the barrier as needed.

Jolon Road Transfer Station Improvements (\$25,000)

Staff took-over of the Jolon Road Transfer Station in September 2016. Initial repairs were done at the facility at this time. Setting aside \$25,000 annually will help ensure that any future capital repairs and/or improvements at the site have a minimal impact on the budget.

Concrete Grinding (\$25,000)

The Authority receives concrete, asphalt, and porcelain at its facilities for recycling. The material is consolidated at the Johnson Canyon Landfill and used as aggregate base to construct its internal access roads and a winter tipping pad that allows both the public and franchise haulers to access the tipping face in the winter months. Most of the material is crushed with onsite equipment and placed as needed. The larger portions require stockpiling and contracted crushing to produce the re-usable material for onsite needs. However, this material is only processed once every few years. To have enough funds available for processing, money is set aside each year on a Pay-As-You-Go basis until enough material is stockpiled to warrant grinding.



Jolon Road Transfer Station Improvements



FY 22-23 PRELIMINARY AB 939 COSTS OF SERVICE BY JURISDICTION USE



Budget Department	King City 12%	Greenfield 5%	Soledad 7%	Gonzales 4%	Salinas 58%	Mo. County 15%	TOTALS
Resource Recovery	339,828	94,706	176,877	50,138	597,484	133,703	\$1,392,736
Marketing	3,994	3,456	3,687	1,766	45,391	18,510	\$ 76,804
Public Ed	14,316	12,389	13,215	6,332	162,710	66,350	\$ 275,313
HHW Facility	44,413	6,345	11,896	57,895	644,782	27,758	\$ 793,090
Recycling Centers (Jolon Rd, *Sun St, Madison Ln, & Johnson Canyon)	86,786	75,104	80,111	38,386	986,358	402,221	\$1,668,967
TOTALS:	\$ 489,337	\$ 192,000	\$ 285,786	\$ 154,519	\$2,436,725	\$ 648,542	\$4,206,910

*Sun St closed in Sept 2022

FY 22-23 SVR Annual Report: AB 939 Fees

For the past 10 years, the Authority has been working towards the long-range goal of fully funding AB 939 fees (fixed, non-landfill diversion related programs) without subsidy from more volatile landfill disposal tipping fees.

For FY 22-23, preliminary AB 939 expenditures were \$4.2 Million. Approximately \$3.63 M was funded through the annual AB 939 fees allocated to each of the franchise haulers on behalf of each member agency and are based on an average of the previous three (3) years of franchise landfill tonnages. The remaining approx. \$570,000 was funded through disposal tipping fees along with the sales of recyclables and household hazardous waste fees charged to businesses.

The FY 22-23 Preliminary AB 939 Costs of Service by Jurisdiction are estimates as this level of detail is not tracked for each individual member agency. These estimates are based on the FY 22-23 tonnage allocations, facility data, and tracked public education & outreach activities. These estimates represent a single year and will vary year-over-year based on each individual jurisdiction's activities and efforts to assist the Authority in complying with recycling and organics diversion related mandates including AB 341, AB 1826, and SB 1383.

GRANTS

\$332,235

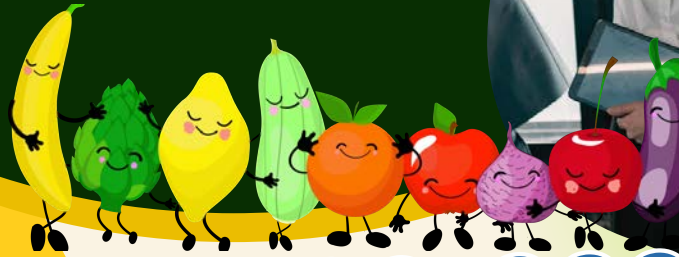
CalRecycle SB1383 Local Assistant Grant Program

The Salinas Valley cities in collaboration with the Monterey Bay cities have joined forces in this regional grant project with Salinas Valley Solid Waste Authority, ReGen, and Blue Strike Environmental as lead agencies. Together the group is working to connect commercial edible food generators with food transporters, distributors, and providers to prevent yummy delicious food from going to waste.

In FY 22-23, the project work group contracted with a company called Care-It for the development of a convenient technical application that will allow all the different entities that play a role in the food recovery process to communicate with each other and make increased food recovery a success throughout Monterey County. Through the use of the app, a restaurant will be able to notify the app network that they have leftover food, and someone who needs the food could notify that they want it, and see who is able to pick it up and deliver it, so that it ultimately gets provided to those that want it in a safe, quick, and convenient manner.

Another important component of this grant application is to support the cities annual compost/mulch procurement requirements and targets per SB 1383. Agreements were secured with Atlas Organics to assist the cities in meeting their procurement targets.

Countywide Edible Food Recovery Grant Program awarded approximately \$76,000 in grant funds to five local non-profits.



\$100,000

CalRecycle HHW Grant

In September 2022, the Authority was awarded grant funding to bring full household hazardous waste (HHW) collections to rural areas in the Salinas Valley. The Authority has partnered with Clean Earth Environmental Solutions to conduct three mobile collection events between Fall 2023 and Spring 2024, 1) in Lockwood, 2) in King City, and 3) in Pajaro. At these events, residents will be able to safely dispose of their household hazardous waste in their communities, without having to drive long distances to the nearest HHW collection center in Salinas.

CalRecycle Tire Amnesty Grants

TA6 \$77,757

The TA6 grant cycle has come to its conclusion with the last tire amnesty collection event in Spring 2023. It is estimated that approximately 8,727 tires were collected and recycled during the three-grant funded tire amnesty events.

TA7 \$83,995

In April 2023, the Authority submitted another grant application to continue providing this service to residents, where residents can bring up to 9 tires per trip to any of the three Authority facilities at no cost. Awards will be announced by CalRecycle in October 2023.



Salvation Army
Salinas
\$14,500
Pallet Jack, Freezer
Shelving Units, Ice
Machine, Food Carts,
Food Warmer & Trays

Salvation Army
Monterey Co.
\$20,000
Walk In Freezer,
Electric Pallet Jack

Salvation Army
Sand City
\$4,600
Ice Chests, Steam
Table, Food Delivery
Bags, Ice Maker,
Beverage Dispenser

Boys & Girls
Club
Monterey Co.
\$16,850
Shelving, Ice Maker,
Bus Cart

St. George's
Episcopal Church
Salinas
\$20,000
Installation of Reach-
In Freezer &
Refrigerator,
Food Pantry
Remodel/Repairs



RESOURCE RECOVERY

700 Outreach Events



In 2022-2023 FY, SVR continued a robust marketing campaign which focused on organics and the residential food scraps program. The marketing plan included streaming commercials in both English and Spanish, radio commercials and PSAs, newspaper print ads, and digital ads, in addition to social media outreach.

The Resource Recovery team tracked almost 700 outreach events throughout the year. Through community events, in person business or multifamily outreach, and school presentations & implementations SVR was well represented throughout the service area.

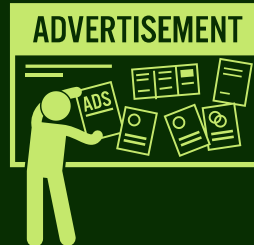


2023 - 23 Media Purchases

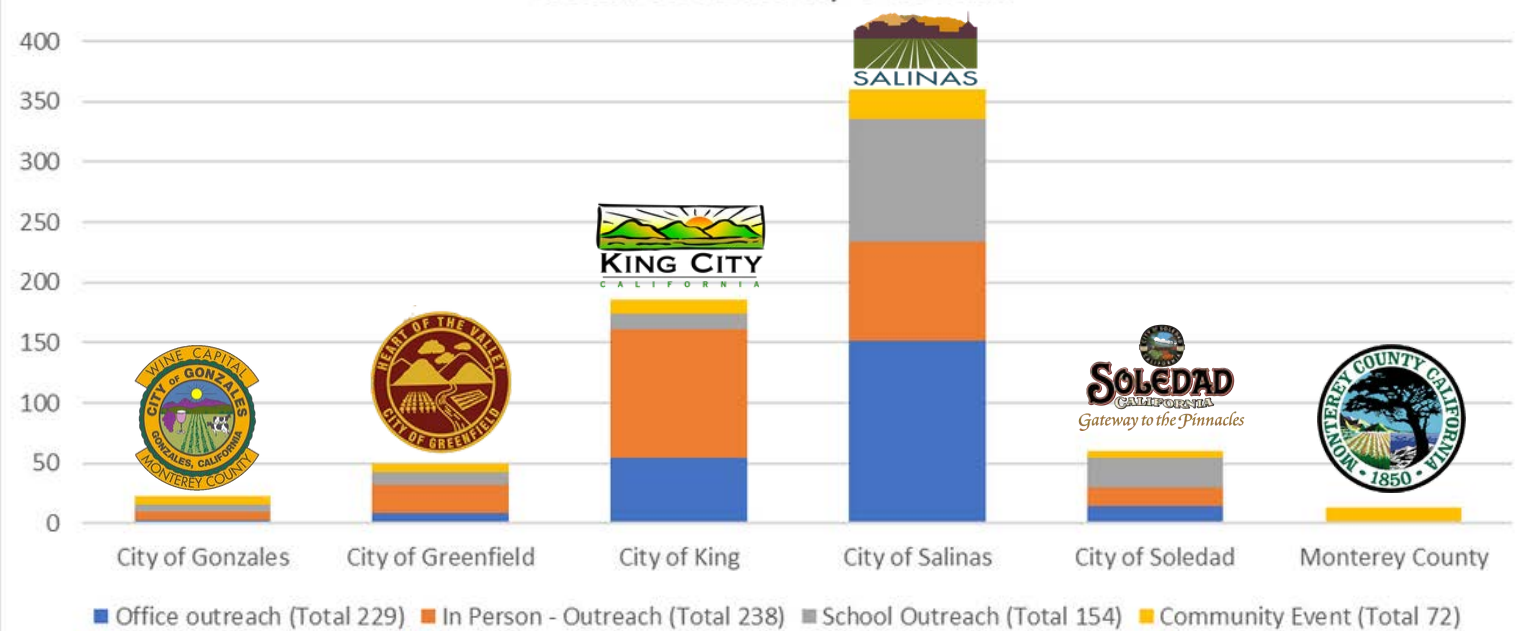
1.3K 70

Media Purchases	Number	Impressions
Print Ads - Weekly & Californian	10	20 Thousand Weekly
English Radio Ads	285	150 Thousand Plus
Spanish Radio Ads	1,352	No Metrics Available
Newsletters Ads	33	2 Million Plus
Multi-Family Ads	2	36 Thousand Plus
Commercial Newsletters	4	73 Thousand Plus
Billboards	3	62 Thousand Plus
Tire Amnesty Radio	53	No Metrics Available

Media Purchases	Number of Clicks	Impressions
Google Earth Day Ads	5,866	634 Thousand Plus
JC Google Ads	4,630	322 Thousand Plus
Tire Digital	4,754	79 Thousand Plus



Resource Recovery Outreach



BUSINESSES

80

Free Business Starter Kits



526

Businesses were helped in waste reduction through recycling & organic education



New regulations require more from our businesses. Here at Salinas Valley Recycles, we strive to set up businesses for success. In 22-23, SVR provided and delivered over 80 free business starter kit comprised of flyers, labels, internal bin, kitchen pail, and compostable bags to help food generating businesses set up the new program effectively. Additionally, SVR worked with 526 additional businesses helping in all aspects of waste reduction through recycling and organics education.

Our services include free onsite waste audits that will help businesses:

- Reduce, divert, and recycle waste.
- Reduce annual waste hauling costs.
- Ensure compliance with federal, state, and local regulations.
- Develop a customized recycling program plan that meets business needs.
- Recover profits from the resale of recyclable materials such as bottles & can, cardboard, & plastics.
- A facilitator between haulers:
- Working with the hauler to ensure that businesses have the appropriate equipment to implement a successful recycling program.
- Staff/Employees training program
- Introducing staff to integrated waste management and environmental awareness.
- Educating staff on conservation practices through reducing, reusing, recycling, and composting natural resources.



SVR ran focused ads for businesses with clickthrough's to our At Work webpage:

*Recycle Food Scraps.
Reduce Waste*

SalinasValleyRecycles.org
Make a big difference for Salinas Valley by recycling your business food scraps right.

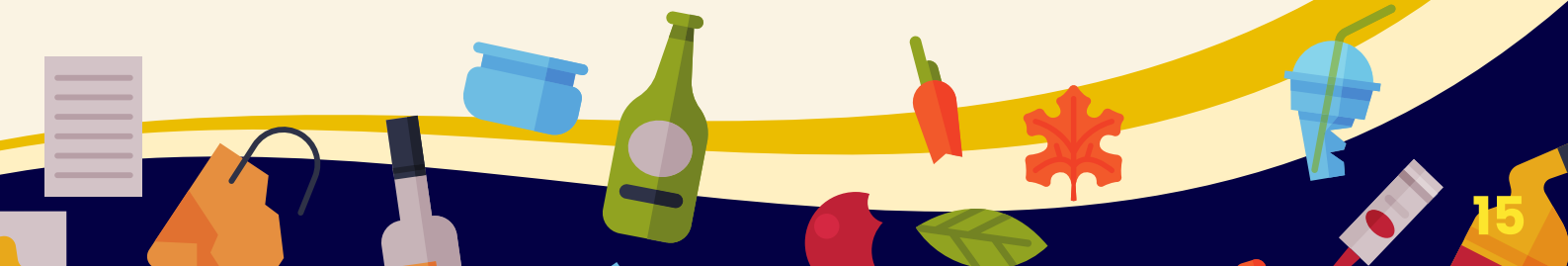
Food Scraps Business Starter Kits
estimated value of over \$145/ea.

13-gallon

BPI Certified Compostable Bags

2-gallon

*Only businesses and schools are allowed to use the larger, 13-gallon compostable bags to facilitate an easier/cleaner servicing process.



Salinas Billboards



Google Responsive Ad



EVENTS



Booth at BlueZones Event, King City

SVR has focused on lasting behavior change with all the outreach materials generated this year.

- SVR tested several messaging options to find what best resonates with our community. Straightforward, clear messaging like "Learn how to sort food scraps" won every round against clever or vague messaging like "Turn food trash to treasure".
- With tested messaging, we created simple and clear Google messages that not only advertise proper sorting but also directs customers to Johnson Canyon Landfill.
- Two new billboards went up in Salinas with simple "Put your food scraps in your green cart" messaging.



Composting workshop & Giveaway in King City

TAKE A TOUR



BioJam Tour

MULTI-FAMILY



188

Multi-Family outreach events were conducted in 22-23!



SVR focused on getting organics service started and set up in multi-family (MF) properties with the early-adopters or eager participants first. SVR created a toolkit as a one-stop-shop as an introduction and how-to guide to set up food scrap recycling and provide resources to start a program. With a warm friendly introduction to food scrap recycling the task of starting, a new program is a less daunting task for managers and owners to take on. SVR helps participants understand the importance of a well-run program and the benefits to the community.

MF properties present a unique opportunity for recycling education as the shared enclosures provide challenges and benefits to residents. We wanted to show how organics recycling can be simple and fun. Videos are a great way to show how families can participate in food scrap recycling. We created a kids food scrap recycling video as we know kids are often their family's waste or recycling champions.

SVR started with piloting the food scrap MF implementation at Monterey County Housing Authority properties. Once the program was tested and shown to be beneficial SVR worked with ReGen to provide a series of webinars for owners and managers to understand the process and receive start-up resources.

Scrap Laws are mandatory complexes!

nuevas leyes de reciclaje y sobras de comida son obligatorias para los apartamentos!

Attention Multi-Family Property Owners and Management Companies

Tune into a FREE Training and learn how to implement these programs in your apartments. Learn how to help fight climate change and avoid fines. Multiple dates and times are available.

Atención Dueños de Viviendas Multifamiliares y Empresas Administradoras

Sintoniza a un entrenamiento GRATIS. Prepare su propiedad para el éxito. Aprenda cómo ayudar a combatir el cambio climático y evitar multas. Múltiples fechas y horas están disponibles.

Education Starts with YOU! La educación comienza contigo!

Register here for the second training event taking place on June 22nd at noon! | Regístrate aquí para el segundo evento de capacitación que tendrá lugar el 22 de junio al mediodía

/commercial/multifamily-recycling

Ad for Multi-Family Trainings



Julia going door to door!

GOT FOOD SCRAPS?



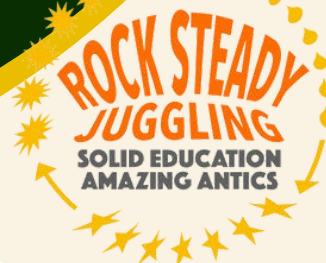
RECICLANDO SOBRAS DE COMIDA EN APARTAMENTOS Y CONDOMINIOS

Multi-Family tenant training video

SCHOOLS



18,000 students were entertained & educated by RockSteady Juggling & EcoHero



49 schools became compliant with SB1383

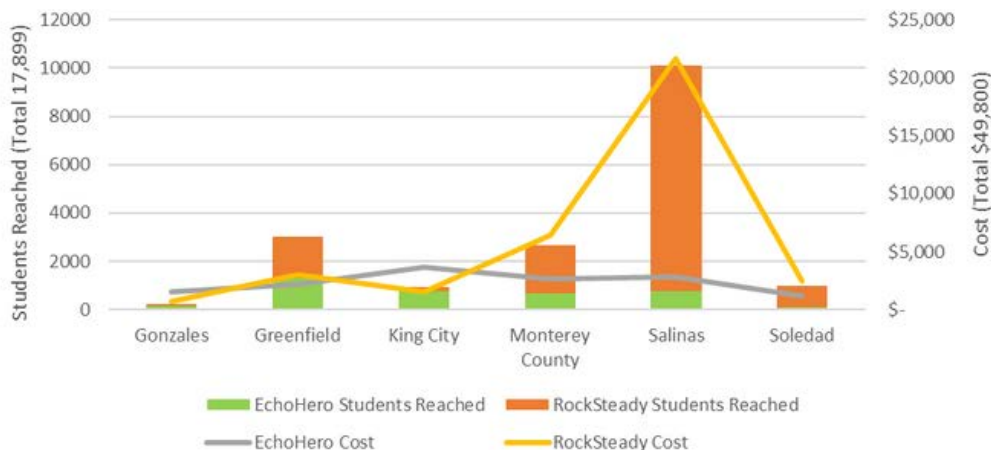
48 SVR provided workshops that focused on recycling, composting decomposers and landfill education in schools

7 Youths from 5 different high schools will work on community projects and be SVR ambassadors at their respective schools.



- School Assemblies** Approximately 18 thousand students were entertained and educated by RockSteady Juggling and EcoHero! Students learned the importance of food scrap diversion, anti-littering and recycling right. These programs help engage students and leave lasting impressions for future leaders.
- School Food Scraps Programs** SVR assisted 49 schools in becoming compliant with new SB 1383 regulations. Schools are already overburdened, and these new unfunded mandates were an additional strain. SVR worked diligently to create a new implementation process that engages the schools and encourages building a customized program that better suits and supports their needs for a long-term sustainable program.
- Schools Resource File Cabinet** Staff also took the lead in expanding and developing engaging materials including videos for schools to use on campus in a plug-and-play manner that allows teachers and administrators to use the materials to easily train students and staff to implement recycling and composting programs quickly and efficiently. These materials include a Green Team Training Handbook, Train the Trainer Videos, Meet Our Decomposer Adventure Guides, as well as a Waste Station Food Scrap Recycling Video Game that was developed in collaboration with CSUMB Service-Learning Students.
- Classroom Presentations** SVR schools team worked directly in 48 classrooms providing workshops that focused on recycling, composting decomposers, and landfill education.
- Youth Council** SVR has long been a presence in elementary schools throughout our service area. In an effort to further extend our educational reach into High Schools, SVR recruited our first SVR Youth Council that will begin its first full year of programming in 2023-2024. The recruitment process filled 7 seats with youth from five (5) high schools in our district. This team will work on community projects and be SVR ambassadors back to their respective schools. This team of passionate students are a beacon of light for our future.
- Events** Staff partnered with WM and Chualar Union Elementary School to host the Chualar Trash & Litter Pick Up Event. Students and volunteers collected 204.4 pounds in 30 minutes!

School Assembly Shows



EcoHero class live stream presentation



Classroom Posters



Youth Council Flyer



JOHNSON CANYON LANDFILL ED CENTER



Decomposers
Presentation Gonzales
Day Camp



Family Fun Festival at
Prunedale Elementary
School



ALBA Composting Presentation



Chualar Litter Pickup



Installing Wally's eyes

2023

For over 10 years, SVR invited students to tour the Sun Street Transfer Station, HHW Facility, & Jardin el Sol, which consisted of Recycling education in the "classroom" (aka conference room); Composting workshop in the garden; and a tour of the transfer station. With the closure of the transfer station, we lost our best option to bring students safely to a facility.

The vision to build a fully functioning education center and demonstration garden at a convenient and safe location at Johnson Canyon, is becoming a reality. Five (5) shipping containers were brought onsite to build a meeting room, exhibit hall, and an office. The courtyard faces a beautiful oak tree. Finishing the interiors of the building has been challenging this year with all the rain and other operational issues that are a priority for our solid waste technicians. Despite the setbacks a lot was accomplished!

- Interior is now insulated and ready for drywall.
- Recyclable courtyard pavers are installed.
- Wally's raised garden beds are built and ready for planting.

This upcoming year we will finish the interior and have the first painted mural completed. We are looking forward to hosting our first guests at the center as soon as possible. The opportunities are vast for this space, and we look forward to partnering with local groups, schools and industry leaders to bring workshops and community events that are centered in sustainability.

This will be the classroom hub for landfill & compost facility tours and a space to bring composting workshops and other programming to our community, like our newly formed Youth Council. We envision this space to be a creative space for reflection where we can gather to reflect on solutions and that will move us toward our goal of a future without the need for landfills and help guide learners to solve real world problems locally.



The Ed Center. Recycled Pavers at the Ed center courtyard.



Wally's Raised Bed Garden



Arial photo of the Wally's Raised Bed Garden.



Hartnell Preschool -
Alisal Extension

FREE RECYCLING SERVICES

Separate Your Load

& SAVE

Sharps Collection Program

Residents can exchange full approved Sharps (needles, lancets, etc.) containers for new containers at the Household Hazardous Waste Facility (HHW) in Salinas for free. Participation in the Sharps Collection Program has remained steady. Last year approximately **3,659 pounds of sharps** were collected at SVR.

Mattress Recycling Program

Unfortunately, mattresses are a common item found illegally dumped along roadsides. Salinas Valley residents can drop off 5 or fewer mattresses or box springs at any of our three locations for free. Over **19,949 mattresses & box springs** were recycled last year at our three facilities. Commercial/Businesses are charged \$5.00 for each mattress or box spring.

Tire Recycling Program

CalRecycle Grant funds help to educate residents about proper tire disposal and to host free used tire collection events. During the events, residents can bring up to nine (9) tires free of charge at any of our three facilities. Last year, **30,434 tires** were recycled during three collection events.

E-Waste Collection Program

Residents and businesses in the Salinas Valley can drop off electronic waste ("e-waste") at any of our three locations for free. E-waste includes TVs, computers, monitors, laptops, printers, cell phones, etc. Last year approximately **111,685 pounds of e-waste** were collected.

Carpet Recycling Program

Carpet is a bulky item that doesn't break down in the landfill, takes up space, and can be difficult to bury. SVR's is an approved CARE—Carpet America Recovery Effort facility. CARE is an Extended Producer Responsibility program established by AB 2398, administered by CalRecycle, and CARE is the California carpet stewardship organization. Carpet must be separated, dry, and rolled. Only plush carpet and foam or re-bond padding are accepted for recycling. Carpet should be free of trash or scraps.

Household Batteries

Residents can drop off used batteries for free at the Household Hazardous Waste Facility (HHW) in Salinas and various locations throughout the Salinas Valley (libraries, hardware stores, etc.). Last year a total of **17,055 pounds of household batteries** were collected at SVR Facilities.

Free Recycling Accepted from Residents and Businesses

- Cardboard
- Cellphones
- Computers, keyboards, and printers
- Copiers, facsimile (fax) machines
- Television and
- Computer Monitors
- Kitchen Appliances: washers, dryers, stoves, etc.
- Metal
- Rigid Plastics
- Glass (bottles and jars)
- Aluminum
- Paper (newspaper, office paper, etc.)
- Water Heaters, and more

Household Hazardous Waste items are accepted at our facility in Salinas and Antifreeze, Batteries, Oil & Paint (ABOP) materials are accepted at all our locations for free.

Locations:

- Madison Lane Recycling & Household Hazardous Facility
- Johnson Canyon Landfill
- Jolon Road Transfer Station

(See Household Hazardous Waste Section for more information.)



HOUSEHOLD HAZARDOUS WASTE



Materials	FY2022-23 Pound Collected
Flammable Solids/Liquids	3,514
Bulked Flammable Liquids	8,295
Oil Based Paint	11,408
Paint Related Material	39,675
Poisons	20,526
Acid	2,200
Base	15,330
Oxidizer	795
Reactive/Explosives	0
PCB	64
Antifreeze	10,800
Auto Batteries	30,814
Latex Paint	119,565
Motor Oil & Filters	120,088
Mercury Containing Items	20
Fluorescent Lamps	10,943
Household Batteries	17,055
Electronic Waste	111,685
Universal Waste	463,422
Aerosol Cans	7,990
Medical Waste	3,659
Gas Cylinders	5,535
Fire Extinguisher	0
Other Materials	831
Total Pounds Collected	1,004,214

The Household Hazardous Waste Facility or HHW Facility, is a permanent drop-off location that allows proper disposal of unwanted hazardous materials for free. Residents of Monterey County may drive up during normal business hours. A trained staff member will greet the resident at their vehicle, take some basic information, and begin unloading the vehicle. All of the items collected are properly managed to be either reused, recycled, or disposed of in compliance with all federal, state and local laws.

Residents can bring a maximum of 15 gallons or 125 lbs. of hazardous waste per household and is accepted every 30 days for free. Proof of residency, such as a driver license or a utility bill is required. Business can bring a maximum of 25 gallons or 220 lbs. per month and is accepted for a fee. Business must make an appointment.

The Household Hazardous Waste Facility will accept:

- Household Cleaners
- Latex Paint (ABOP)
- Needles & Syringes (in approved containers)
- Paint & Paint Thinners
- Pesticides & Fertilizers
- Pool & Hobby -Supplies
- Thermometers, Thermostats, & other items that contain mercury
- Used Motor Oil & Filters (ABOP)
- Wood Preservatives
- Aerosols
- Antifreeze (ABOP)
- Auto & Furniture Polish
- Chemical & Drain Cleaner
- Cooking Oil
- Electronic Waste, TVs, Computers, Cellphones, etc.
- Fluorescent Bulbs & Tubes
- Household & Automotive Batteries (ABOP)

HOUSEHOLD HAZARDOUS WASTE & ABOP LOCATIONS

Madison Lane Recycling Center & Household Hazardous Waste Collection Facility (HHW)
 1104 Madison Lane
 Salinas, CA 93907
 (831) 424-5520
 M-F 7 a.m. - 5 p.m.
 Sat 8 a.m. - 4 p.m.

Johnson Canyon Landfill, ABOP & Recycling Center
 31400 Johnson Canyon Road
 Gonzales, CA 93926
 (831) 675-2165
 M-F 7 a.m. - 4 p.m.
 Sat-Sun 8 a.m. - 4 p.m.

Jolon Road Transfer Station, ABOP & Recycling Center
 52654 Jolon Road
 King City, CA 93930
 (831) 385-6213
 M-F 8 a.m. - 4 p.m.
 Sat 8 a.m. - 12 p.m.

Bring your Household Hazardous Waste to the Madison Lane Recycling & Household Hazardous Waste Facility. Johnson Canyon Landfill and Jolon Transfer Station only accept ABOP (Antifreeze, Batteries, Oil & Paint).



LOOKING AHEAD

2024 *What's Next?*



Technologies:

SVR has a long track record of supporting and evaluating new and innovative technologies to expand waste recovery, create jobs, expand non-landfill revenue streams, and move closer to our Mission of reducing our dependence on landfills. A few of the projects under review and consideration include:

- A partnership with Ameresco, our landfill gas to energy plant operator, is in final stages of planning to add anaerobic digestion to our mix of energy production efforts at the Johnson Canyon Landfill. The proposed project would produce Renewable Natural Gas (RNG) from digestion of agricultural process waste and combine it with excess landfill gas. The combined gas streams would be cleaned to create a pipeline quality RNG for injection into the PG&E distribution system or to send to a local user such as the City of Gonzales Micro-Grid Project. RNG is one of the few carbon-neutral fuels in production today and is supported by many regulatory and tax incentive-based programs.
- SVR is beginning the process to seek out advanced organics recovery technologies to produce additional organic feedstock from the mixed waste stream for anaerobic digestion or other technologies that create sustainable new products or energy.
- Reutilization of the remaining landfill gas at the Crazy Horse Landfill using innovative new energy production technologies to take advantage of new federal tax credits expected to go into effect by 2024.
- Solar production and battery storage facility on the closed Crazy Horse Landfill.

Public Service Projects:

- Complete construction of long-awaited improvements to the Jolon Road Transfer Station including resurfacing of the 1-mile access road, repair and expansion of the waste tipping pad, and covering the receiving and transfer area with a tensile fabric building to improve all-weather access.
- Complete interior finishing and opening of the Johnson Canyon Public Education and Community Training Center.
- Complete installation of the advanced processing system by Atlas Organics to improve efficiency and compost quality.
- Completed the new Sun Street Administrative Offices rejuvenation project. The old office space will be refurbished and placed on the market for additional SVR revenue.
- Sun Street Transfer Station property closure and clean-up is complete and the process of reutilizing or selling the property will commence in late 2023.

Sun Street Transfer Station property closure

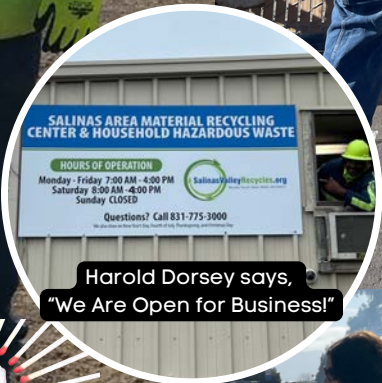




Robert, Diversion Worker
Jolon Road Transfer Station



David Roel the Free Bee Microwave
Bumble Bee



Harold Dorsey says,
"We Are Open for Business!"



After Sun Street Transfer Station closed in
September 2022, SVSWA Staff began the
process of demolishing the station.



Monica participating in the Annual Fire
Extinguisher Safety Training



Employee Appreciation Day
Baltazar enjoying lunch
provided by SVR



Oswaldo assisting a
customer at the Greenfield
Cleanup Event



Harold & Mike take a break
for the camera



SVSWA Staff set the foundation posts and helped place
the new Ed Center containers at Johnson Canyon. Our
staff also did the inside framing.



Fernando, Lead Equipment
Operator & Robert,
Equipment Maintenance
Technician



Eric organizing the Swap N
Drop Shelf



Paul, Mike, Fernando & Robert assisting with the
construction of the Johnson Canyon Landfill Ed Center



Jolon Road Transfer Station Improvements.
The tipping pad and the green waste drop
off area were extended.

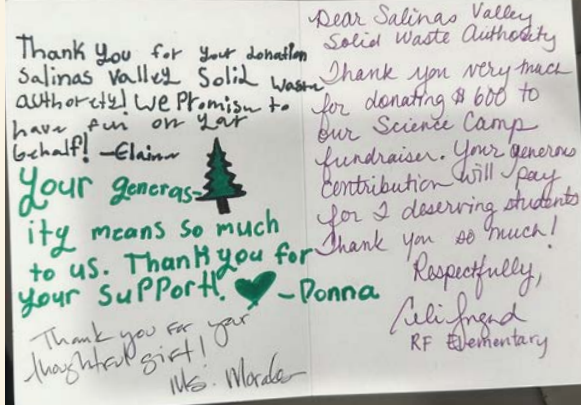


Thank you for supporting Salinas Valley Recycles in 2022-23

Dear Salinas Valley Solid Waste Authority,

Thank you for your donation to the Boys & Girls Clubs of Monterey County. Your contributions is greatly appreciated.

I wanted to send a HUGE THANK YOU for the amazing decomposer and landfill presentation!!! What an amazing day in my classroom!!!! My students are still talking about it and their parents loved the photos I shared!
- Ms. Cuellar



This generous gift fuels our efforts to prepare kids and teens for success. Your investment enables us to provide safe, fun learning environments for youth, supervised by caring professional adults.

We appreciate your kind donation!
- Aalijah

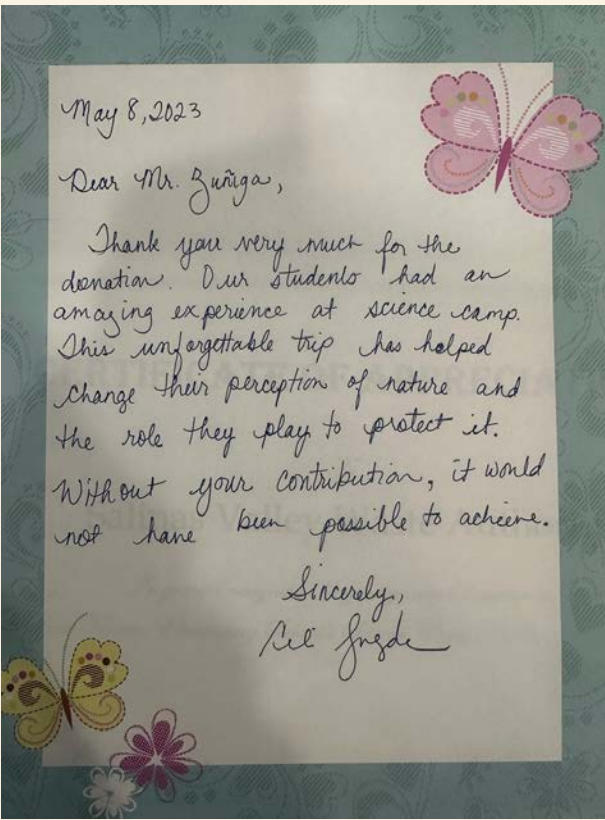
Thank you. You are making a big difference in our lives!
- Elainn

Over 4,000 children and teens are served annual through your gift, ensuring that they can achieve academic success, live a healthy lifestyle, and demonstrate good character and leadership. Your gift will be put to immediate use for the youth of Monterey County who need us most.

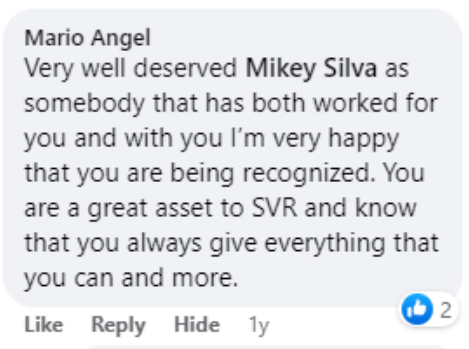
Thank you for all you do. I appreciate all your hard work.
- David F.

What your team does is wonderful. Thank you.
- Kathy H

Thank you. It's great what you guys are doing.
- Nancy B



-Ron Johnson, President & CEO
Thank you. Your outreach on this site has been more proactive than I've come to expect from many agencies. That effort at communication deserves recognition.
- Nona C.



Thank you so much Salinas Valley Recycles. The creek in front of Alvarez School looks very nice and clean. We appreciate your help.
-Lupe Marie H.

Thank you so much for sharing all this info with us Julia & Team!
- Jamaica S.

Thank you for volunteering to clean up the creek. Your efforts and time are greatly appreciated.
- Marie N.



CONTACT US

Administration Office
126 Sun Street, Salinas, CA 93901
Mon - Fri 8 a.m. - 5 p.m.
(831) 775-3000
Fax (831) 775-1322

WE WANT YOUR FEEDBACK

Madison Lane Recycling Center & Household Hazardous Waste Collection Facility
1104 Madison Lane
Salinas, CA 93907
Mon - Fri 7 a.m. - 4 p.m.
Sat: 8 a.m. - 4 p.m.
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52654 Jolon Road
King City, CA 93930
Mon - Fri 8 a.m. - 4 p.m.
Sat: 8 a.m. - 12 p.m.
(831) 675-2165



Report to the Board of Directors

ITEM NO. 17

N/A

Finance Manager/Controller-Treasurer

General Manager/CAO

N/A

Authority Legal Counsel

Date: October 19, 2023

From: R. Patrick Mathews, General Manager/CAO
Brian Kennedy, Engineering and Environmental Compliance Manager

Title: A Resolution Approving a Landfill Gas Sale Agreement and Lease Agreement with Vespene Energy, Inc.

RECOMMENDATION

Staff recommends the Board consider adopting the attached resolution.

STRATEGIC PLAN RELATIONSHIP

This item is supportive of the Authority's Strategic Plan Goal of "Financial Sustainability", by creating new revenue streams to support operations and reduce dependence on landfill fees.

FISCAL IMPACT

There is minimal financial cost to the Authority for this proposed project except some staff time to support project development, but once completed and operational, the project will provide new revenues to the Authority through royalty payments.

DISCUSSION & ANALYSIS

SVSWA has been approached by Vespene Energy for a partnership that allows for beneficial use of the landfill gas from the Crazy Horse Landfill. Vespene utilized a unique power generation system that can use the lower quality gas found at older landfills such as Crazy Horse to generate electricity to energize a portable data center that will be located at the landfill. Over time, Vespene plans to take advantage of new State and Federal incentives for renewable gas plants that provide energy dedicated to electric vehicle charging that will enhance the revenue stream. Vespene will pay SVSWA significant royalty payments for the use of the gas. To move this project forward we need to enter into both a lease and LFG purchase agreement with Vespene Energy.

BACKGROUND

Landfills generate landfill gas as garbage decomposes and often this gas is used to power generators that make electricity. The amount of gas produced is a function of the amount of waste in place and the age of the waste. When it was an active landfill, Crazy Horse hosted a landfill gas to energy plant that was decommissioned around the time the landfill was Closed. Subsequent opportunities to install new projects didn't make financial sense, mostly due to the high cost of bringing generated power to the nearest substation and the naturally

declining gas generation at the site. Currently the landfill gas at the site is combusted in a flare that while helping maintain regulatory compliance, provides no benefit to the Authority.

ATTACHMENTS

1. Resolution
2. Exhibit A - Vespene LFG Sale Agreement
3. Exhibit B - Vespene Lease Crazy Horse
4. Vespene Development Proposal
5. Vespene Development Proposal Presentation

RESOLUTION NO. 2023-

**A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY
APPROVING A LANDFILL GAS SALE AGREEMENT AND LEASE AGREEMENT WITH VESPENE
ENERGY, INC.**

WHEREAS, the Authority owns closed Crazy Horse Landfill which closed and ceased receiving garbage in 2009; and,

WHEREAS, like all landfills, Crazy Horse generates landfill gas that must be managed in an environmentally responsible fashion; and,

WHEREAS, often this gas is used to generate electricity however the site is too old and the gas quality too poor for a traditional gas to electricity project and the gas is currently going to a flare to manage it; and,

WHEREAS, Vespene Energy, Inc. has a novel approach to older landfills that will generate electricity to be used in a microgrid, and will share revenues with the Authority.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the Chief Administration Officer is hereby authorized and directed for, and on behalf of, the Salinas Valley Solid Waste Authority to execute the landfill gas sale agreement attached hereto and marked "Exhibit A" and ground lease agreement attached hereto and marked "Exhibit B" with Vespene Energy, Inc.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at meeting duly held on the 19th day of October 2023, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Anthony Rocha, President

ATTEST:

APPROVED AS TO FORM:

Erika J. Trujillo, Clerk of the Board

Roy C. Santos, Authority General Counsel

AGREEMENT

[INSERT AGREEMENT NUMBER]

LANDFILL GAS PURCHASE AGREEMENT

BETWEEN

VESPENE ENERGY INC.

AND

SALINAS VALLEY SOLID WASTE AUTHORITY

FOR A LANDFILL GAS UTILIZATION PROJECT AT THE

CRAZY HORSE SANITARY LANDFILL

THIS AGREEMENT, made and entered into as of September 21, 2023 (the "Effective Date"), between Salinas Valley Solid Waste Authority, a Joint Powers Agency in the State of California with principal offices 126 Sun St, Salinas, CA 93901, ("SVSWA") and Vespene Energy Inc ("Vespene"). SVSWA and Vespene may be referred to individually as a "Party" or collectively as the "Parties" or "Parties to this Agreement".

I RECITALS

A. WHEREAS it is the intent of the Parties to utilize beneficially the Landfill Gas produced at the Crazy Horse Sanitary Landfill;

B. WHEREAS SVSWA owns and operates the Crazy Horse Sanitary Landfill located at 350 Crazy Horse Canyon Rd, Salinas, CA 93907;

C. WHEREAS Landfill Gas is produced from decomposing refuse within the Landfill;

D. WHEREAS SVSWA has constructed LFG collection and combustion facilities at the Landfill in compliance with applicable Federal and Regional Air Quality Management District regulations, and the LFG is not used for energy production at this time;

E. WHEREAS, SVSWA evaluated a proposal from Vespene and determined that the proposal would provide positive environmental and economic value advantageous to SVSWA;

F. WHEREAS SVSWA wishes to sell, and Vespene wishes to purchase, the LFG during the Term hereof in accordance with the terms and conditions of this Agreement for their exclusive use; and

G. WHEREAS Vespene intends to construct or cause to be constructed, own, operate, and maintain electric generation equipment fueled by LFG and certain other facilities at the Landfill in support of that activity; and

H. WHEREAS Vespene intends to utilize and will have sole ownership of electricity produced from LFG purchased from SVSWA under this Agreement, as well as all associated environmental attributes, credits and other benefits.

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, Vespene and SVSWA do hereby agree as follows:

A. Vespene intends to construct the Plant at Site to produce electricity from Landfill Gas.

B. After construction of the Plant, Vespene will operate the LFG Collection System in accordance with Article VII.

C. As described in Article III.B, SVSWA shall make available to Vespene by Site Lease Agreement, an area within the property of the Landfill at which the Plant will be located.

D. As described in Article III.C, and the Site Lease Agreement, Vespene shall have the right to conduct on the Site all operations necessary for or incidental to the processing of LFG and generation and delivery of electricity from the Plant. The Project may be altered, remodeled, reconstructed, rebuilt, replaced, renewed or expanded from time to time by Vespene; provided, however, that such actions are in accordance with all Applicable Laws.

E. The performance of this Agreement is in the best interest of SVSWA and the health, safety, and welfare of its residents and is in accordance with the public purpose provisions of applicable federal, state and local laws and requirements.

The following Exhibits referred to in this Agreement are attached hereto, made a part hereof and incorporated herein by reference:

- EXHIBIT A Figures
- EXHIBIT B Definitions
- EXHIBIT C LFG Collection System Operations Scope
- EXHIBIT D Project Requirements and Locations
- EXHIBIT E Compensation Structure

II GENERAL PROVISIONS

A. This Agreement supersedes all prior agreements, if any, between the Parties and their predecessors in interests regarding the subject matter of this Agreement.

B. Vespene represents and warrants that it has, or has available to it, the necessary expertise and qualifications to construct and operate the Plant and the LFG collection system as contemplated in this Agreement. Labor, materials, and all work shall be performed in accordance with Accepted Industry Practice. SVSWA expressly relies upon Vespene's representations regarding its skills and knowledge.

C. The Parties shall enter into a Site Lease Agreement as a condition precedent to the effectiveness of this Agreement.

D. Vespene's officers, directors, employees, agents, contractors, and invitees shall comply with all of SVSWA's rules and requirements applicable to persons that enter the Landfill.

E. SVSWA shall, at no cost to Vespene, make available to Vespene any Landfill records, drawings, maps, and data as requested by Vespene that may be necessary or convenient in Vespene's pursuit of:

1. Required permits;
2. Government Incentives, Environmental Attributes, Tax Credits, or Project financing; and
3. Governmental and local community relations.

In addition SVSWA shall use commercially reasonable efforts to cooperate with and support Vespene in any permit application process Vespene, in its sole discretion, shall deem necessary, including but not limited to executing any documentation necessary to obtain said permits.

F. SVSWA shall allow Vespene reasonable access to the Landfill during normal business hours to evaluate the LFG Collection System and the potential production of LFG. Upon the commencement of the planning or construction of the Plant, Vespene shall have unrestricted access to the area of the Landfill upon which the Plant will be constructed.

G. SVSWA acknowledges that Vespene may want to finance the Project and any expansions to the LFG Collection System and related equipment. SVSWA hereby consents to any lien on the contracts, machinery, equipment, fixtures, and buildings in which Vespene has ownership for the purpose of obtaining such financing, provided that:

1. Vespene gives SVSWA notice of the existence of any such lien together with the name and address of the holder of such lien, and a copy of such lien. The existence of such lien shall not relieve Vespene from any liability or responsibility under this Agreement.

2. Vespene does not grant a security interest or allow a lien or other encumbrance to be placed on the existing LFG Collection System as it exists at the Effective Date, the Landfill, or, except to the extent explicitly allowed under this Agreement, any property owned by SVSWA.

For the avoidance of doubt, the Project and any expansions to the LFG Collection System and related equipment shall be the sole and exclusive property of Vespene.

H. SVSWA does not consent to the imposition of any mechanics, judgment, or tax lien, or to any lien other than a mortgage lien, UCC filing or other collateral security agreement or similar voluntary lien entered into in connection with a financing permitted under this Agreement.

I. Complying with all applicable environmental regulations, including requirements of the Monterey Bay Air Resources District, takes precedent over the production of electricity from the LFG. In the event any environmental regulations render the Project inoperable or otherwise negates the intended purpose of the Project and Plant, Vespene may terminate this Agreement pursuant to Section XXB7.

J. In case of apparent conflict between this Agreement and the Site Lease Agreement, the provisions of this agreement will take precedence.

III PROJECT DESCRIPTION

A. Vespene shall design, construct, operate, and maintain the Plant. The gross electrical power generation nameplate capacity of the Plant, subject to final design, is proposed to be approximately 1.6 megawatts.

B. SVSWA shall make available to Vespene, the Site at which the Plant and certain other of Vespene's Facilities will be located. Availability of the Site will be by a Site Lease Agreement and subject to the terms set forth on Exhibit D.

C. Within the Site, Vespene shall have the right to conduct operations necessary for, or incidental to, the processing of LFG and generation and delivery of electricity from the Plant

IV TERM

A. Initial Term: Subject to the other provisions contained herein, this Agreement shall become effective on the Effective Date and shall continue in full force and effect for a period ending on the tenth (10th) anniversary of the Operations Date, unless terminated as otherwise provided herein (the "Initial Term").

B. Renewal Term. Agreement will automatically renew for additional terms of five (5) years each, commencing on the expiration dates of the Initial Term and each subsequent term unless otherwise terminated by either party by providing written notice at least ninety (90) before the expiration of the then current term to the non-terminating party (such total period of effectiveness, the "Term").

V SALE AND PURCHASE OF LFG

A. General

1. Beginning on the Operations Date, SVSWA agrees to sell to Vespene all LFG produced from the Landfill up to the capacity of the Landfill to make LFG and the LFG Collection System to collect LFG. Vespene shall take possession of the LFG at the Transfer Point, and shall either use or destroy the LFG in compliance with all Applicable Laws or deliver the LFG back to SVSWA.

2. Prior to the Operations Date, SVSWA shall provide Vespene all LFG requested by Vespene from time to time, up to the LFG production capacity of the Landfill. Delivery of this LFG will be at no cost to Vespene.

B. Gas Quality

1. Except as set forth in this Agreement and Section VB3 below, Vespene accepts the LFG "as-is where- is" for the Term. Except as identified in this Agreement, SVSWA makes no representation, nor warrants, the quantity and quality of the LFG, or that the quantity and quality of the LFG is suitable for a LFG utilization project.

2. At least once per year, Vespene shall sample and test the LFG, quantifying methane, carbon-dioxide, carbon monoxide, nitrogen, oxygen, siloxanes, sulfur compounds, and any other component that Vespene determines to be important for the design of the Plant. Testing shall be in accordance with Article XIX. Results of this testing shall be forwarded to SVSWA.

3. Vespene may terminate this Agreement without liability if LFG quality or quantity is unsatisfactory as determined by Vespene in its sole discretion following completion of the benchmark No.1 in Article XIX.A. Subject to Articles V.A, V.B.6, V.C and XVII, Vespene shall not have claim for breach of this Agreement, damages or anticipated profits or loss of profit against SVSWA because of the quantity or quality of LFG at the Landfill.

4. Notwithstanding anything in this Agreement, if LFG passes the Transfer Point, or is tendered, that contains at a base temperature of sixty (60) degrees Fahrenheit and a base pressure equivalent to 14.73 psia:

a. A Lower Heating Value of less than four hundred nine (353) BTU per cubic foot, then Vespene may, at its option and as its sole remedy, either (a) purchase such LFG without reduction in rate, (b) not take delivery or accept transfer of such LFG;

b. More than one hundred (100) parts per million of H₂S (at 353 BTU per cubic foot LHV) (or such lower concentration as may be required to comply with Applicable Laws, including without limitation the Project air emission permit) (the "Threshold Concentration"), then Vespene may, at its sole discretion, following written notice to SVSWA (the "H₂S Notice") install a commercially used and approved system at such time that shall remove all or a portion of such H₂S containments from the LFG thereby reducing such H₂S concentration levels to less than fifty (50) parts per million or such lower concentration as may be

required to comply with Applicable Laws, including without limitation the Project air emission permit (the "H₂S Cleanup System"). Vespene or its designee shall have responsibility for procurement, installation and operation of such H₂S Cleanup System. All costs associated with the H₂S Cleanup System shall be deducted from any amounts due to SVSWA by Vespene, but in no event shall SVSWA be responsible to pay Vespene any such amounts in cash.

i. SVSWA may, upon receiving an H₂S Notice, elect to install a H₂S removal system meeting the requirements *above*, including reducing H₂S concentration levels in LFG received by Vespene at the Transfer Point to less than fifty (50) parts per million or such lower concentration as may be required to comply with Applicable Laws, including without limitation the Project air emission permit (the "Post-Treatment H₂S Standard"). SVSWA may exercise such election by notice to Vespene ("SVSWA H₂S Notice"). If SVSWA so elects, then

(a) SVSWA shall install such H₂S removal system within ten (10) months following the SVSWA H₂S Notice;

(b) the capital (including installation), operating, maintenance and repair cost of this equipment will be borne solely by SVSWA; and

(c) all LFG passing to Vespene at the transfer Point shall meet the Post-Treatment Standard. If the conditions of the preceding sentence are not met at any time, then Vespene shall have the rights it has under Article V.B.6.a when the concentration of H₂S is greater than the Threshold Concentration.

5. The Lower Heating Value, H₂S and other content of the LFG delivered or transferred or tendered for delivery or transfer hereunder shall be tested by Vespene at its sole cost and discretion, in accordance with test procedures chosen by it from time to time that comply with Accepted Industry Practice ("Testing Procedures").

6. SVSWA may by written notice request that Vespene retest the LFG for Lower Heating Value or H₂S at any time, and Vespene shall retest the LFG for Lower Heating Value or H₂S in accordance with the Testing Procedures no later than thirty (30) business days after SVSWA requests such a test. The results of each test shall be deemed conclusive for all purposes as to the Lower Heating Value and H₂S content of LFG delivered, transferred or tendered for delivery or transfer hereunder, as of the date of the sampling, until the results of a subsequent test are determined.

C. Vespene's Rights to Purchase LFG

1. Except as explicitly identified herein, Vespene shall have the exclusive right to purchase LFG collected from the Landfill, regardless of whether the LFG is collected from systems installed by SVSWA or by Vespene. Except as explicitly identified herein, SVSWA shall not sell, deliver or allow the collection of any LFG to or by any third party or use such LFG for SVSWA's own purposes.

D. Vespene's Relinquishing Rights to Additional LFG

1. Expansion Increment.

a. If at any time after the Operations Date the Expansion Increment conditions exist and SVSWA wishes to use or to sell to a third party all, or some, of the associated Expansion Increment, inclusive of environmental attributes associated with such LFG, then SVSWA shall notify Vespene ("SVSWA Increment

Notice") that SVSWA wishes to use or sell such Expansion Increment on a permanent basis.

b. The Expansion Increment conditions are as follows: The Expansion Increment has been continuously extracted from the Landfill for six (6) consecutive months at a rate in excess of the sum of:

i. The Base LFG Flow Rate;

ii. the flow rate of Landfill Gas associated with all Expansion Increments Vespene has previously elected to use; and

iii. the flow rate of LFG to which Vespene's exclusive rights have previously been extinguished pursuant to Article V.D.

c. Vespene shall lose the exclusive rights to such Expansion Increment if Vespene does not commence to purchase the corresponding LFG in the form of Lost Revenues within thirty-six (36) months of the SVSWA Increment Notice.

2. Notwithstanding anything in this Agreement, SVSWA may not deliver or allow the collection of Landfill Gas to or by any third party, or use it for SVSWA's own purposes, unless the hourly flow requirements of Vespene from time to time have first been met with a continuous flow of Landfill Gas meeting the requirements of the Plant.

3. If Vespene relinquishes its exclusive rights to an Expansion Increment, then these rights revert to the SVSWA, and the SVSWA may utilize the Expansion Increment in any manner that it sees fit, including a sale to a third party.

4. Notwithstanding anything in this Agreement:

a. Vespene may retain the exclusive rights to any LFG by paying for the LFG in the form of Lost Revenues with respect to such LFG.

b. If at any time SVSWA has not sold all or any portion (whether in terms of flow rate or time remaining in the Term) of an Expansion Increment that Vespene has previously relinquished its exclusive rights to, then Vespene may reinstate such exclusive rights with respect to the unsold Expansion Increment (or unsold portion, as the case may be) by commencing to purchase such unsold Expansion Increment (or the unsold portion) by paying Lost Revenues with respect thereto.

c. Vespene may also retain or reinstate its exclusive rights to any LFG by any other response approved by SVSWA.

d. Exclusive rights to portions of LFG previously surrendered under this Agreement may not be reasserted if those rights have been sold by the SVSWA to a third party.

VI PERMITS

A. Unless otherwise indicated, Vespene shall endeavor to obtain all required permits that may be issued in its name required to complete the Project, including, but not necessarily limited to:

1. Monterey Bay Air Resources District ("APCD") request for Authority to Construct and

Permit to Operate for the LFG utilization equipment.

2. Interconnection to electrical utility if electrical generation is proposed.
3. Building Department Permit and revision of the Conditional Use Permit as may be required.
4. Any other permits deemed necessary by Vespene in its sole discretion.

B. SVSWA shall use commercially reasonable efforts to cooperate with and support Vespene in any permit application process Vespene, in its sole discretion, shall deem necessary, including but not limited to executing any documentation necessary to obtain said permits.

VII OPERATION AND MAINTENANCE OF THE LFG COLLECTION SYSTEM:

A. General

1. During the Term of this Agreement, SVSWA shall retain ultimate responsibility for compliance of the Landfill, including operation of the LFG Collection System, blower(s) and flare(s), with all Applicable Law, including compliance testing and reporting.

2. SVSWA shall be responsible for all repair and maintenance of all of SVSWA's Facilities existing from time to time, including the LFG Collection System, blowers and flares. Vespene shall be responsible for the repair or replacement of any portion of SVSWA's Facilities that is damaged by the actions of Vespene, regardless of whether such acts were intentional or negligent.

3. In the event that maintenance or repairs to either Party's facilities (excluding the Plant), which are intended to maintain the reliability of gas flow and for which one Party is responsible under the terms of this Agreement, are deemed by the other Party to be necessary to comply with Applicable Laws or are necessary to insure the continuous operations of the Plant, then the Party determining that the repairs are necessary shall provide the responsible Party with written notice detailing the required repairs, and the responsible Party shall have fifteen (15) days to commence such repairs upon receipt of this notice. If the responsible Party fails to commence the required repairs during this period, the other Party shall provide notice to its intent to initiate such repairs within ten (10) calendar days, and, following such notice, may commence such repairs after the tenth (10th) day if the responsible Party has not commenced such necessary repairs. Upon provision by the non-responsible Party of reasonable documentation evidencing the repairs it has performed and associated costs, the responsible Party shall reimburse such cost.

B. Integration with Existing Equipment

1. Vespene shall provide a connection between the Plant and the existing flare system so that all LFG that Vespene takes delivery of, but does not use in the Plant, can be redelivered to SVSWA and destroyed in accordance with Applicable Laws.

2. If, at any time during the Term of this Agreement, SVSWA replaces a flare, SVSWA shall make reasonable efforts to ensure that such replacement flare is compatible with the operation of the Plant and is integrated with the Plant control system.

3. Vespene shall provide connections to and modifications of the existing flare station equipment such that the existing flare, blowers, and controls can be returned to service at a flow rate capacity equal to the flow rate capacity that existed prior to any modifications by Vespene when the Plant permanently ceases operation. Restoration of the existing function shall be without the installation of pipe, wiring, or new control logic at the time the Plant permanently ceases operation, and shall be accomplished by opening or closing valves permanently installed in the system and by the use of hand tools. Modifications will be in accordance with Applicable Laws.

C. Expansion and Alteration of LFG Collection System

1. Expansion of the LFG collection system may occur after all required permits have been obtained. Obtaining the required permits shall be the responsibility of the Party desiring the expansion subject to the requirement of cooperation as set forth in Section VIC.

2. Vespene may improve or expand the LFG Collection System, subject to the approval of SVSWA, which may not be unreasonably withheld, conditioned or delayed. Such improvements may include installing additional LFG Collectors as Vespene deems desirable to meet Vespene needs for operation of the Plant. Ownership of all such improvements or expansions on the SVSWA side of the Transfer Point (which shall not include the Plant) shall pass to SVSWA upon installation, the cost of any improvement or expansion of the LFG Collection System installed by or on behalf of Vespene shall be recoverable by Vespene. Vespene, in its sole discretion, may recoup such reimbursements due by offsetting any payments that may become due and payable by Vespene to SVSWA.

3. All major additions and repairs to the LFG Collection System and control system must be approved by SVSWA which approval shall not be unreasonably withheld, conditioned or delayed.

4. Prior to either Party's expansion or alteration of the collection system, the Party proposing to expand or alter the system shall consult and coordinate with the other Party, but in no event shall such consultation or coordination require the other Party to expend funds except as it may voluntarily choose to do so. SVSWA shall cooperate with attempts by Vespene to obtain such permits, including signing permit applications prepared by Vespene and shall allow Vespene to file such applications on behalf of SVSWA.

5. SVSWA shall be responsible for any future expansion of the LFG Collection System that is required as a condition or result of SVSWA's obligation to operate the Landfill in compliance with Applicable Laws. Such expansions shall be at SVSWA's sole cost.

D. Relocation of Existing Piping

1. Vespene may relocate or modify piping of the LFG Collection System at Vespene's cost, subject to the other requirements of this Agreement. Relocation and modifications shall be coordinated with the Landfill operation and access, and shall be subject to approval of SVSWA in discussion with the Landfill operator.

2. SVSWA may relocate LFG Collection System piping to avoid conflict with, or inhibition of, Landfill operations. SVSWA shall coordinate such relocation with Vespene to minimize impact to Plant operation. If such relocation causes any decrease in operation of the Plant, then SVSWA shall reimburse Vespene any resulting lost revenues, less any amounts Vespene would have owed SVSWA with respect to such lost revenues under Article XVII. Vespene, in its sole discretion, may recoup such reimbursements due by offsetting any payments that may become due and payable by Vespene to SVSWA.

E. Installation, Operation and Maintenance of Flares.

1. Subject to Article VII.B, SVSWA shall be solely responsible for the purchase, installation and replacement of all flares at the Landfill. Vespene shall be entitled to divert any and all unused LFG to the flares at no cost to Vespene. Subject to Article VII.B, SVSWA shall be responsible to maintain adequate flare and blower capacity for the Term of this Agreement to flare all LFG collected from the Landfill as required by all Applicable Laws.

F. Disposal of Waste

1. SVSWA shall, to the extent permitted under Applicable Laws, accept from Vespene at no charge all refuse produced in connection with the construction and operation of Vespene's Facilities.

G. Disposal of Condensate

1. Vespene may dispose of LFG condensate in SVSWA's leachate collection system and SVSWA shall be responsible for the disposition of such combined condensate and leachate at its cost. Vespene may deliver such condensate to the existing leachate recirculation system adjacent to the flare station. SVSWA shall provide all necessary and convenient easements for Vespene to install any necessary pipelines from its facilities to such location without cost and in a form and substance acceptable to Vespene.

H. Transfer Point

1. The Transfer Point is the location the LFG enters facilities owned by Vespene. Risk of loss, title to, and control and possession of, the LFG sold hereunder shall pass from SVSWA to Vespene at the Transfer Point. Risk of loss, title to, and control and possession of, any LFG Vespene returns to SVSWA for flaring or any other purpose shall pass from Vespene to SVSWA at the point such LFG passes from facilities owned by Vespene to facilities owned by SVSWA.

VIII DAMAGE OR DESTRUCTION OF THE PLANT

A. Vespene shall maintain the Plant in good working order during the Term of this Agreement, including making necessary repairs to the Plant pursuant to Acceptable Industry Practice; provided, however, that Vespene may elect, at its sole discretion, to terminate this Agreement without liability if Vespene's Facilities are destroyed or damaged in a manner that materially and adversely affects Vespene's ability to perform its obligations under this Agreement.

IX DRAWINGS, PLANS AND SPECIFICATIONS

A. Data, drawings, plans, specifications and reports developed by Vespene and related to the Plant or the Project will remain the intellectual property of Vespene.

B. Final data, plans, specifications, final reproducible drawings and reports developed by Vespene under the Agreement shall be made available to SVSWA upon written request.

X ACCOUNTING, BOOKS AND RECORDS

A. Vespene shall maintain books, records, documents, accounts and other evidence of amounts due to SVSWA under this Agreement, including records of receipt of revenue from New Environmental Attributes, New Governmental Incentives, and the sale of electricity produced by the Plant. Such records shall be maintained in accordance with generally accepted accounting principles and practices consistently applied. SVSWA or its designee shall have access to such documents for the purpose of inspection, auditing and copying during Vespene's normal business hours.

B. Vespene shall preserve these documents at no charge for a period of three (3) years following the month of the relevant sale of LFG under this Agreement.

C. Vespene shall have the right, during SVSWA's normal business hours, to inspect, audit and copy SVSWA's books, records documents and accounts and other evidence pertaining to this Agreement.

XI MISCELLANEOUS

A. Severability

1. If any of the provisions, or portions, or applications thereof, of this Agreement are made unenforceable or invalid by any existing or subsequent Federal, State or local requirements, either statutory or administrative, or are held to be unenforceable or invalid by any Court of competent jurisdiction, then SVSWA and Vespene shall, except as provided otherwise hereinafter, negotiate an adjustment in the affected provisions of the Agreement with a view toward effecting the purposes of this Agreement, and the validity and enforceability of the remaining provisions or portions, or applications thereof shall not be affected thereby.

B. Compliance with Laws in Performance

1. SVSWA and Vespene agree to comply with all Applicable Laws, including Federal, State and local requirements, either statutory or administrative, applicable to the performance under the Agreement which are in effect now or in the future.

C. Titles and Headings

1. The titles of the articles of this Agreement are inserted for convenience or reference only and shall be disregarded in construing or interpreting any of its provisions.

D. Entire Agreement

1. This Agreement and the Site Lease Agreement and all the exhibits referenced herein constitute the entire understanding between the parties and supersede all negotiations or previous agreements between the parties with respect to the subject matter of this Agreement.

E. Binding Effect

1. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective legal representatives, successors and assigns, including any public body which will succeed to or have assigned to it any of the functions of SVSWA with respect to this Agreement. Reference to SVSWA and Vespene shall include reference to their respective successors, assigns and nominees.

2. Other than as provided above, neither Vespene nor SVSWA may transfer or assign its obligations under this Agreement, other than assignment by Vespene as collateral for financing the Project, without the express written consent of the other Party. SVSWA agrees to use reasonable efforts to negotiate and enter into a consent and assignment agreement with the lenders who finance the Project in form and substance customary for such financings.

F. Choice of Law

1. This Agreement, in all respects, shall be governed by, and shall be construed, interpreted and enforced in accordance with the laws of the State of California, without regard to conflicts of laws. Vespene and SVSWA each:

- a. Consent to the exclusive jurisdiction of the appropriate State or Federal court in the State of California;
- b. Agree that venue for any superior court action under this Agreement shall be proper only in the State of California, and waives any objection to venue; and
- c. Waive personal service of process upon it.

G. Waiver

1. The ability of each Party to terminate this Agreement as provided herein shall in no way affect each Party's right to proceed with litigation against the other, without exercising such right to terminate. In no event shall this Agreement be construed to limit SVSWA's rights, powers or authority under the police power and other powers of SVSWA to regulate or take any action in the interest of the health and safety, or SVSWA's rights and privileges as an individual or corporate resident or citizen or governmental entity of the State of California or the United States of America as provided under Applicable Laws, except as expressly waived or limited by this Agreement.

H. Compliance with Applicable Waste Laws

1. SVSWA represents and warrants that on or before the Effective Date:
 - a. No waste was knowingly accepted at the Landfill other than in accordance with Applicable Laws.
 - b.
2. SVSWA warrants and covenants that during the Term:
 - a. No waste will be knowingly accepted for disposal at the Landfill that is not in accordance with Applicable Laws.
 - b. SVSWA will maintain a load check program to minimize accidental disposal of household hazardous waste. Such load check program shall be at least as effective as the load check program in affect on the Effective Date.
 - c. SVSWA will not apply for a RCRA subtitle C permit for the Landfill or any

portion thereof.

d. SVSWA has and will provided a true and accurate copy of all permits limiting the quantity of nonhazardous waste that may be accepted at the Landfill.

I. No Impairment

1. Except when required to do so by State or Federal law, statute, regulation, or directive by a State or Federal regulatory agency with jurisdiction over the Landfill, SVSWA shall not take actions that would reduce the amount or diminish or impair the value of Governmental Incentives, Environmental Attributes or Tax Credits to Vespene, its affiliates and the parties they may contract with. Such actions include, but are not limited, to taking or claiming credits, deductions, payments or benefits.

J. Future Modifications

1. The parties agree that if, in the future, it becomes economically advantageous to Vespene to restructure the form of their contractual relationship (but not the underlying economics or allocation of risk) to take advantage of Environmental Attributes, Governmental Incentives or Tax Credits, the parties shall so restructure the form of their relationship. Notwithstanding anything in this Agreement, Environmental Attributes, Governmental Incentives and Tax Credits shall be the sole property of Vespene.

K. Consent and Approval

1. Whenever SVSWA's or Vespene's consent or approval is required under the terms and conditions of this Agreement, said consent or approval shall not be unreasonably withheld, conditioned or delayed.

L. Independent Contractor Status

1. Vespene is an independent contractor, not an agent or employee of SVSWA.

M. No Partnership or Joint Venture

1. Nothing in this Agreement shall be construed to render SVSWA a partner, joint venture or associate in any relationship with Vespene other than that of landlord and tenant, nor shall this Agreement be construed to authorize either to act as agent for the other.

N. Title to LFG

1. SVSWA represents and warrants that it has good and marketable title to all of the LFG from the Landfill, unencumbered by any lien, encumbrance or other right of any third party. Further, SVSWA shall protect, defend and indemnify Vespene from and against any claim that LFG passing the Transfer Point is or was subject to any lien, encumbrance or other right of any third party.

XII INSURANCE

A. During the term of this Agreement, Vespene, at Vespene's sole cost and expense, shall procure and maintain in full force, insurance policies with at least the following minimum coverage (which may be provided by a combination of more than one policy, including "umbrella" or excess liability policies):

1. Workers' Compensation - Statutory California Workers' Compensation *coverage* including a broad form all-states endorsement.

2. Comprehensive General Liability Insurance - The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000) per occurrence for all Vespene's employees and Vespene's subcontractors engaged in services or operations under the Contract on a form approved by the SVSWA.

3. Automobile Liability -Automobile Liability Insurance with a combined single limit of One Million Dollars (\$2,000,000).

4. Additional Named Insured - All policies, except for Workers' Compensation shall contain additional endorsements naming SVSWA and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of performance of services.

B. Policies Primary and Non-Contributory - All policies required *above* are to be primary and non-contributory with any self-insurance programs carried or administered by the SVSWA.

C. Proof of Coverage - After the Effective Date, prior to the commencement of work at the Site, Vespene shall furnish certificates of insurance to the SVSWA Solid Waste Division at the address specified evidencing the insurance coverage, including endorsements *above* required. Such insurance shall not be terminated or expire without thirty (30) days written notice to SVSWA and Vespene shall maintain such insurance from the time Vespene commences work at the Site until the completion of work at the Site.

D. Liability - Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Vespene from liability in excess of such coverage, nor shall it preclude the SVSWA from taking such other actions as available to it under any other provision of this Agreement or otherwise in law.

E. Acceptability of Insurers: Insurance is to be provided by insurers licensed to do business in the State of California with a current A.M. Best's Financial Strength Rating of no less than A (Excellent), and Financial Size Category of no less than VII Any lesser Best's Rating will be subject to approval by SVSWA.

F. Subcontractors: Vespene shall include subcontractors as insured under its policies, or shall require subcontractors to be insured under their own policies. If subcontractors are uninsured under their own policies, then they shall be subject to all requirements of this Agreement, including providing the SVSWA certificates of insurance and endorsements before beginning work under this Agreement.

XIII MUTUAL INDEMNITY

A. Vespene shall, at its expense, defend, indemnify and hold harmless the SVSWA and its employees, officers, directors, contractors, representatives and agents (the "SVSWA Indemnitees") from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action (i) from or to third parties for bodily injury or death or damage or loss to or of property, to the extent caused by or arising from the active and/or passive negligence or willful misconduct of Vespene, its employees, officers, agents or subcontractors; except to the extent caused by or arising out of the contributing or concurrent willful or negligent acts or omissions of one or more SVSWA Indemnitees, or (ii) arising

out of the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, Clean Air Act, or Clean Water Act, or other Federal, State, or local regulation enacted to protect human health or the environment but only to the extent arising from the acts or omissions of the indemnifying Party, whether or not intentional or negligent, and not to the extent arising out of or caused by the contributing or concurrent intentional or negligent acts or omissions of one or more SVSWA Indemnitees.

B. SVSWA shall, at its expense, defend, indemnify and hold harmless Vespene and its employees, officers, directors, contractors, representatives and agents (the "Vespene Indemnitees") from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action (i) from third parties for bodily injury or death or damage or loss to or of property, to the extent caused by or arising from the active and/or passive negligence or willful misconduct of the SVSWA, its employees, officers, agents or subcontractors ; except to the extent caused by or arising out of the contributing or concurrent willful or negligent acts or omissions of one or more Vespene Indemnitees, or (ii) arising out of the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, Clean Air Act, or Clean Water Act, or other Federal, State, or local regulation enacted to protect human health or the environment but only to the extent arising from the acts or omissions of the indemnifying Party, whether or not intentional or negligent, and not to the extent arising out of or caused by the contributing or concurrent intentional or negligent acts or omissions of one or more Vespene Indemnitees.

C. Vespene shall hold SVSWA, its officers and employees, harmless from liability, of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or un-patented invention articles or appliance furnished or used by Vespene in connection with the Agreement.

XIV FORCE MAJEURE

A. If either Party is rendered unable wholly or in part by Force Majeure to carry out its obligations under this Agreement, the affected Party shall within a reasonable time, but no longer than ten (10) days, notify the other Party of the existence, cause and anticipated duration of the Force Majeure. The obligations of the affected Party shall be suspended during the Force Majeure event only so far as they are affected by such Force Majeure. Continuance of any inability due to the Force Majeure shall be remedied with all reasonable dispatch.

XV NOTICES

A. Notices required or permitted by this Agreement to be given by Vespene to SVSWA shall be in writing and shall be addressed to:

126 Sun Street
Salinas, Ca. 93901

Attn: General Manager

or such address as SVSWA may from time to time designate to Vespene by notice.

B. Any notice required or permitted by this Agreement to be given by SVSWA to Vespene shall be in writing and shall be addressed to:

Vespene Energy, Inc
1331 Seventh Street, Suite F
Berkeley, CA 94710

Attn: General Counsel

or such address as Vespene may from time to time designate to SVSWA by notice.

Any such notice shall be delivered by hand or sent by overnight courier, by electronic mail, or by certified mail, return receipt requested and shall be deemed to have been given on the day of its receipt at the address to which such notice is as directed regardless of any other date that may appear thereon.

XVI TAXES

A. SVSWA shall pay all taxes and assessments imposed with respect to the LFG hereunder prior to and upon its transfer of ownership to Vespene, including sales taxes, which are in effect on the date of execution of this Agreement, including any increases in existing taxes.

B. Vespene shall pay or cause to be paid all taxes and assessments imposed with respect to LFG transferred hereunder after the Transfer Point its receipt by Vespene which are in effect as of the date of execution of this Agreement. Vespene shall pay the following taxes, if applied, and may, pursuant to Article XVII, offset all such taxes paid by Vespene against amounts Vespene otherwise owes SVSWA: (i) Sales tax and (ii) Possessory Interest Property Tax.

C. Neither Party shall be responsible or liable for any taxes or other statutory charges levied or assessed against any of the facilities or operations of the other Party used for the purpose of carrying out the provisions of this Agreement, except that Vespene shall be responsible for the payment of all taxes attributable to the Plant.

XVII COMPENSATION

A. Compensation shall be as set forth on Exhibit E.

B. Vespene shall send to SVSWA a statement with respect to each Accounting Period presenting an element by element calculation of "SVSWA Compensation" for such Accounting Period on or before the sixtieth (60th) day after such Accounting Period. Each such statement shall be accompanied by a payment by Vespene to SVSWA of any undisputed amounts due with respect to that Accounting Period.

C. In the event that SVSWA or any of its instrumentalities receives funds, credits or other value associated with Tax Credits, Governmental Incentives, or Environmental Attributes (including with respect to a sale), SVSWA shall be responsible for remitting to Vespene one hundred percent (100%) of all Tax Credits, Government Incentives, and Environmental Attributes. On or before the sixtieth (60th) day after each Accounting Period, SVSWA shall send to Vespene a statement covering such Account Period. The statement shall include an element by element calculation of all such amounts payable from SVSWA to Vespene in accordance with this paragraph. Each such statement shall be accompanied by a payment by SVSWA of any undisputed amounts due to Vespene with respect to such Accounting Period.

XVIII CONSTRUCTION OF THE PLANT

A. During the term of this Agreement Vespene shall have the right to erect, maintain, alter, remodel,

reconstruct, rebuild, replace, and renew the Plant, provided that such improvements are in accordance with all Applicable Laws and local zoning, building and electrical codes. The Plant shall be constructed in a workmanlike manner in accordance with the requirements of all Plant permits. All necessary permits for such construction shall be obtained by Vespene at Vespene's sole expense.

B. Construction may begin on the Site after the following activities are complete:

1. Obtain Necessary Governmental Approvals: Vespene shall prepare and submit all required data reports and obtain Governmental Approvals or other permits necessary for the start of construction. SVSWA shall make available copies of existing information, data, reports, and environmental data related to such permits in possession of or reasonably obtainable by SVSWA to Vespene in a timely manner.

2. Provide Evidence of Insurance: Vespene shall furnish Certificates of Insurance as set forth herein.

XIX PROJECT MILESTONES

A. Vespene shall meet the following project milestones for construction of the Plant.

	Benchmark	Time Allowed	Start Date	Documentation
1	Test LFG Quality and Quantity	2 Months	New Flare Operational	Copies of test results
2	Plant Engineering and Design	4 Months	Signing of Agreement	Copies of plans
3	Submit application for air permit / authority to construct and application for electrical interconnection	4 Months	Signing of Agreement	Copies of submittals
4	Procurement of gas treatment system, engines, switchgear, and datacenter	9 Months	Receipt of all permits and authorizations	Copy of orders
5	Site Construction and Commissioning	9 Months	Delivery of all project equipment	Revenue generation

B. SVSWA's right to terminate under Article XX shall be its sole remedy for failure of Vespene to meet milestones under this Article XIX.

XX TERMINATION

A. SVSWA's Right to Terminate

1. SVSWA may terminate this Agreement by written notice to Vespene upon the following occurrences ("Events of Default"):

2. Failure by Vespene to meet the Project Milestones.

3. Filing of a petition by Vespene under any part of the Federal bankruptcy laws, or an action under present or future insolvency law or statute, against Vespene's operations of the Plant.

4. Adjudication that Vespene is as bankrupt. However, no termination may occur if Vespene confirms this Agreement in any bankruptcy proceeding.

5. Assertion of jurisdiction by any state or federal agency over SVSWA as a public utility due to SVSWA's performance of its obligations under this Agreement, or prohibition by any State or Federal agency of the SVSWA to perform any of its material obligations under this Agreement. If this occurs, the Parties shall negotiate in good faith to restructure the form of their Agreement to eliminate such jurisdiction or prohibition. Such restructuring will maintain the economic fundamentals of this Agreement.

6. Failure by Vespene to make full payments due hereunder within sixty (60) days of when due. This provision shall not apply if there is a bona fide dispute over the payment to the extent of such disputed amount.

7. Failure by Vespene to fulfill its obligations (other than an obligation for which a sole remedy is explicitly specified) in this Agreement for a period of sixty (60) days, including its obligation to maintain in full force and effect all applicable Governmental Approvals necessary to continuously operate the Plant.

8. The levy of any attachment or execution, or the appointment of any receiver, or the execution of any other process of any court of competent jurisdiction which does, or will as a direct consequence of such process, interfere with Vespene's occupancy of the Plant and will interfere with its operations under the Agreement. Right to terminate arises only if the attachment, execution, receivership or other process of court is not enjoined, vacated, dismissed or set aside within ninety (90) days.

9. Vespene (i) has not initiated remedial action as required by any lender or governmental authority in connection with Hazardous Material contaminating the Site, but only to the extent the contamination resulted from Vespene's action or use of the Site; or (ii) has not initiated action to comply with an enforcement order issued to Vespene by any governmental authority in connection with the release, use, disposal or storage of a Hazardous Material on the Site.

10. The Plant is destroyed or damaged such that it cannot produce electricity for sale, and Vespene fails to notify SVSWA within the later of ninety (90) days from such destruction or ten (10) days from the date Vespene receives notice from both its insurer and any Project lenders regarding replacement of the Plant of Vespene's intent to rebuild the Plant. In such event, Vespene shall diligently pursue resolution with its insurer and any Project lenders.

11. The Site Lease Agreement is terminated for any reason.

12. Vespene abandons the Plant. Abandonment occurs if Vespene fails to operate the Plant for ninety (60) consecutive days for reasons other than Force Majeure or actions of the SVSWA and is not diligently pursuing resumption of operation.

B. Vespene's Right to Terminate

Vespene may terminate this Agreement by written notice to SVSWA upon any of the following occurrences ("Events of Default"):

1. SVSWA fails to perform its obligations under this Agreement due to an event of Force Majeure which lasts longer than six (6) months.

2. A petition under any part of the federal bankruptcy laws or an action under present or future insolvency law or statute is filed against SVSWA, its operations or properties, or SVSWA is adjudicated as bankrupt unless SVSWA confirms this Agreement in any bankruptcy proceeding.

3. Assertion of jurisdiction by any State or Federal agency over Vespene as a public utility due to the Vespene's performance of its obligations under this Agreement that prohibits Vespene from performing any of its material obligations under this Agreement. If this occurs, the Parties shall negotiate in good faith to restructure the form of their Agreement to eliminate such jurisdiction or prohibition. Such restructuring will maintain the economic fundamentals of this Agreement. Assertion by any State or Federal agency that any substance produced by or used in the Plant, including without limitation spent media used in any LFG cleanup system, is a Hazardous Material.

4. Within three-hundred sixty-five days (365) of the Effective Date, SVSWA has not received all Permits and Authorizations applicable to the SVSWA.

5. Within one-hundred eighty (180) days of the Effective Date, Vespene fails to apply for all Permits and Authorizations required by it to proceed with the Project (whether or not deemed complete by the relevant governmental authority); provided that Vespene shall have used commercially reasonable efforts to apply for such Permits and Authorizations.

6. The SVSWA fails to perform any material obligation of this Agreement, including its obligation to maintain in full effect all applicable Permits and Authorizations applicable to the Landfill for the provision of LFG to Vespene, but excepting an obligation for which a sole remedy is explicitly specified herein.

7. A change in laws governing the operation of the Project or the Plant or use of LFG that renders the operation of the Plant no longer economically feasible or otherwise inoperable.

8. The Plant is destroyed.

9. The Site Lease Agreement is terminated.

C. Procedure for Termination

1. A Party may terminate this Agreement if an event of Default by the other Party that is not timely cured.

2. In the event of an Event of Default, if the non-defaulting Party wishes to seek termination of this Agreement because of the Event of Default with respect to the other Party, then the non-defaulting Party shall provide written notice ("Default Notice"). Subsequent to the Cure Period in Section XXD below, the non-defaulting party may send to the defaulting Party a notice of its intent to terminate this Agreement in the event the Default Notice is not cured within the applicable period (the "Termination Notice").

D. Cure Period

1. Subject to the specific timelines set forth in each individual Event of Default set forth in

XXA and XXB, the Cure Period for Events of Default is thirty (30) days after receipt of a Default Notice. If the defaulting Party commences attempts to cure promptly after receipt of the Default Notice (or has previously commenced) and diligently pursues such cure, then the cure period may be extended for so long as the defaulting Party is diligently pursuing such cure. The non-defaulting Party may not terminate this Agreement during such time as the defaulting Party diligently pursues such cure. Such cure periods will not be allowed for an Event of Default due to failure to pay sums due under the Agreement.

E. Miscellaneous Rights Upon Termination.

1. Either Party may, at its discretion, delay termination of the Agreement due to an Event of Default by the other Party. Such delay shall not be construed as a waiver of the right to terminate at a later time for such Event of Default.

2. Acceptance of payments by either Party from the other Party after an Event of Default or other failure of the other Party to perform shall not be construed as waiver by the first Party of its rights to terminate the Agreement for such Event of Default of failure.

3. The rights and remedies of SVSWA and Vespene specified in this Agreement are not exclusive of one another.

4. Notwithstanding the provisions of Article XX.A and C (SVSWA's Right to Terminate), SVSWA may not terminate this Agreement with respect to a default under Article XX.A(i) (for failure to meet Project Milestones) if and for so long as Vespene pays SVSWA Lost Revenues. "Lost Revenues" means an amount equal to the compensation SVSWA would have received under Article XVII (Compensation) had Vespene achieved the Project Milestones during the period SVSWA otherwise has a right to terminate this Agreement.

5. In the event this Agreement is terminated due an Event of Default under Article XX.A(1), (2), (5), (10) or (12) (SVSWA's Right to Terminate) or Article XX.B (1), (3), (4), or (7) (Vespene's Right to Terminate), such termination shall be the sole remedy, with no liability of either Party and each party waives all damages related to such termination and any legal or equitable rights to specific performance.

XXI OPTION TO PURCHASE PLANT FOLLOWING TERMINATION

A. If this Agreement is terminated for reasons other than the default by SVSWA, then SVSWA shall, subject to the approval of any Project lenders, each in their sole discretion have the option to purchase Vespene's interest in the Plant at Fair Market Value. SVSWA may exercise this option upon ninety (90) days advance written notice to Vespene and after payment of both Fair Market Value and any other amounts then owed by SVSWA to Vespene. Upon exercise of this option, Vespene shall transfer its interest in the Site and the Plant to SVSWA.

XXII LIMITATION OF LIABILITY

A. For breach of a provision for which a remedy is provided in this Agreement, the liability of the defaulting Party shall be limited as set forth in such provision. In this case, all other damages or remedies are hereby waived.

B. If no remedy or measure of damages is expressly provided, then the liability of the defaulting Party shall be limited to direct damages only. In this case, all other damages and remedies are waived.

C. In no event shall either Party be liable to the other Party for consequential, incidental, punitive,

exemplary or indirect damages, including, but not limited to, loss of profits or revenue, downtime costs, loss of use of any property, cost of substitute equipment or facilities, whether arising in tort, contract or otherwise. This provision shall survive the expiration or early termination of this Agreement.

D. Notwithstanding anything in this Agreement, Vespene's liability to SVSWA, whether the claims by SVSWA are alleged to have arisen from the negligence of Vespene, its subcontractors, agents or employees, breach of warranty, breach of contract, strict liability or any other cause, shall not exceed a total amount for all claims by SVSWA against Vespene of One Million Dollars (\$1,000,000); provided that claims by SVSWA for indemnity against third party liability pursuant to this Agreement shall not be subject to such limitation.

XXIII DISPUTE RESOLUTION

A. The Parties agree that they shall pursue non-binding mediation prior to commencing any civil action with regarding any dispute, claim or controversy arising out of or relating to this Agreement. The Parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings; said mediation is to take place in San Francisco, California.

B. Either Party may commence mediation by providing to the other Party a written Notice of Mediation, setting forth the subject of the dispute and the relief requested. Each Party agrees to participate in at least eight (8) hours of mediation before resorting to litigation.

C. The Parties shall agree on one mediator. The costs of the mediator shall be borne by the Parties equally. However, all other costs, fees, expenses and any attorney's fees related to such mediation activities are to be paid by the Party having incurred such fees, costs, and expenses.

D. Either Party may seek injunctive relief prior to or during the mediation to preserve the status quo pending the completion of that process. Except for an action to obtain such injunctive relief, neither Party may commence arbitration nor a civil action with respect to the matters submitted to mediation until after the completion of the first mediation session, or forty-five (45) days after the date of filing the written request for mediation, whichever occurs first.

E. Mediation may continue after the commencement of a civil action, if the Parties so agree.

F. The provisions of this paragraph may be enforced by any court of competent jurisdiction.

[Intentionally Blank – Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed, on the day and year set opposite the name of each of the Parties.

SALINAS VALLEY SOLID WASTE AUTHORITY,

a

Joint Powers Agency in the State of
California

By: _____

Title:

VESPENE ENERGY INC.

By: _____

Title:

EXHIBIT A - FIGURES

(See Attached)

EXHIBIT B - DEFINITIONS

"Accepted Industry Practice" means any of the practices, methods, specifications and acts, as the same may change from time to time, as are commonly used by independent power generation companies at similarly sized landfill gas facilities in the United States, which in the exercise of reasonable professional judgment and in the light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with reasonable business practices, reliability, safety and expedition. Accepted Industry Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be a range of acceptable practices, methods or acts regularly practiced by independent power generation companies at similarly sized landfill gas facilities in the United States.

"Accounting Period" means any period which begins on the first day of any calendar quarter and ends on the last day of such calendar quarter during the Term, except that the first Accounting Period shall commence with the Operations Date hereunder and end on the last day of the calendar quarter in which the Operations Date occurs.

"Agreement" means this Landfill Gas Purchase Agreement, including all exhibits and schedules hereto, and any amendments that may be made from time to time.

"Vespene" has the meaning set forth in the preamble of this Agreement.

"Vespene's Facilities" means and consists of (1) facilities to process and to transport the LFG from the Transfer Point to the LFG processing equipment and the Plant at the Landfill, (2) the LFG processing equipment, and (3) the Plant, including without limitation any additional metering stations and blowers constructed or installed and owned by Vespene.

"APCD" has the meaning set forth in Article VI.A.1.

"Applicable Laws" means any and all applicable Federal, State, SVSWA and local laws, statutes, rules, regulations, licenses, ordinances, judgment, order decree, directive, guideline or policy (to the extent mandatory) and permits, including all Environmental Laws, or any similar form of decision or determination by, or any interpretation or administration of, any of the foregoing by any governmental authority with jurisdiction over SVSWA, the SVSWA's Facilities, Vespene, Vespene's Facilities, the Landfill, the Plant, the Project or the performance of the work hereunder and the transaction contemplated hereunder.

"Base LFG Flow Rate" means the flow rate (in scfm) of LFG with a Lower Heating Value of 353 Btu/cu-ft combusted by the engines the Plant comprises on the Operations Date when such engines are operating at nameplate capacity.

"BTU" means a British Thermal Unit: the energy equal to the amount of heat required to raise one pound of air-free water one (1) degree Fahrenheit at a constant pressure of one standard atmosphere.

"Completion of LFG Collection System Expansion" means completion by Vespene of an expansion of the LFG Collection System to its satisfaction following the Effective Date and the achievement of the expanded LFG Collection System of Steady State Operation satisfactory to Vespene following tuning of such expanded system.

"SVSWA" has the meaning set forth in the preamble to this Agreement.

"SVSWA's Facilities" means, collectively, the Landfill and the LFG Collection System, the LFG Collectors, the pipelines for extraction and collection of the LFG, blowers, flares or other facilities and equipment existing as of the Effective Date or later constructed at the Landfill, and owned by SVSWA, to allow collection of LFG and transmission to the Transfer Point.

"Cure Period" means the period of time during which one Party may correct a condition, inducing those conditions that may be considered default.

"Effective Date" has the meaning set forth in the preamble of this Agreement or the Site Lease Agreement, as appropriate.

"Environmental Attributes" means:

A. Any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from Vespene's Facilities, and its displacement of conventional energy generation. Environmental Attributes include but are not limited to:

1. any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants;

2. any avoided emissions of carbon dioxide (CO₂), methane (CH₄) and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and

3. the reporting rights to these avoided emissions such as Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag purchaser to report the ownership of accumulated Green Tags in compliance with Federal or State law, if applicable, and to a Federal or State agency or any other party at the Green Tag purchaser's discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future Federal, State, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on kWh basis and one Green Tag represents the Environmental Attributes associated with one (1) MWh of energy. Environmental Attributes do not include:

i. any energy, capacity, reliability or other power attributes from the Plant,

ii. production tax credits associated with the construction or operation of Vespene's Facilities, the Landfill or SVSWA's Facilities, or any other associated contract or right, and other financial incentives in the form of credits, reductions, or allowances associated with Vespene's Facilities, the Landfill or SVSWA's Facilities that are applicable to a State or Federal income taxation obligation,

iii. fuel-related subsidies or "tipping fees" that may be paid to Vespene to accept certain fuels, or local subsidies received by Vespene for the destruction of particular pre-existing pollutants or the promotion of local environmental benefits, or

iv. emission reduction credits encumbered or used by Vespene's Facilities for compliance with local, State, or Federal operating and/or air quality permits.

B. To the extent not included in (a) immediately above, all State, Federal or local credits or deductions, payments or benefits arising from the purchase of LFG or the generation and sale of electricity using LFG as a fuel (as opposed to the generation, collection, production, extraction and sale of LFG), including any "green" tags or tickets, as well as all air emission credits, reductions, offsets or any other similar benefits arising from the generation, collection, production, use, reduction, conversion, destruction or sale of LFG, including without limitation greenhouse gas carbon dioxide equivalent and NOx emissions credits or reductions whether existing or inchoate, known or unknown, accrued, absolute, contingent or otherwise, and whether currently or prospectively accredited, registered, approved, sanctioned, recognized, governed or regulated by an existing or to be formed local, municipal, State, Federal, regional, provincial or international governmental, quasi-governmental, public or private body, enterprise or entity, as well as any other emission credits, reductions, offsets or similar benefits that accrue as a result of Vespene's activities, but not including Tax Credits.

"Environmental Laws" mean any and all applicable Federal, State, County, municipal and local laws, statutes, rules, regulations, ordinances, codes, restrictions, permitting requirements, licensing requirements and any other governmental requirements or obligations of any kind or nature relating to:

A. Environmental pollution, contamination or other impairment of any kind or nature, or

B. Hazardous waste or other toxic substances of any nature, whether liquid, solid and/or gaseous, including, without limitation, smoke, vapor, fumes, soot, radiation, acids, alkalis, chemicals, wastes, by-products and recycled materials.

Environmental Laws include, but not be limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility Cleanup and Liability Act of 1980, all as amended from time to time, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Commission, regulations of any State department of natural resources or State environmental protection agency, now or at any time hereafter in effect and all applicable local ordinances, rules, regulations and permitting or licensing requirements.

"Expansion Increment" means the flow (in scfm) of LFG with Lower Heating Value of 353 Btu/cu-ft, that is twenty percent (20%) greater than the flow of LFG combusted by a single engine of the Plant operating at nameplate capacity.

"Fair Market Value" means:

A. prior to the Operations Date, the aggregate of all costs incurred by Vespene in the development of the Project; and

B. on and after the Operations Date, the price, expressed in terms of cash equivalents, at which

Vespene's rights in and to the Project would change hands between a hypothetical willing and able buyer and a hypothetical willing and able seller, acting at arm's length in an open and unrestricted market, when neither is under a compulsion to buy or sell and when both have reasonable knowledge of the relevant facts, as determined by a qualified independent appraiser agreed to by both Parties, but in no event less than the specifically identified costs of the Project which would be considered capitalizable costs and not period expenses under U.S. generally accepted accounting principles (U.S. GAAP) as promulgated by the Financial Accounting Standards Board for nongovernmental entities reduced by accumulated depreciation calculated on a straight-line basis over a 20-year period. If the Parties cannot agree within twenty (20) days following notice from SVSWA to Vespene under Article XXI that SVSWA is exercising its option to purchase the Plant, then fair market value shall be as determined in accordance with the foregoing principles by three (3) qualified independent appraisers. Each party shall appoint one (1) appraiser within ten (10) days following the end of such twenty day period and the third appraiser shall be appointed by the first two appraisers within ten (10) days after the second appraiser is appointed. In all cases, the appraiser(s) shall determine fair market value in writing for the Parties within thirty (30) days after being appointed.

"Force Majeure" means acts of God, strikes, lockouts or other industrial disturbances, epidemics, landslides, lightning, earthquakes, fires, storms, hurricanes, floods, high-water washouts, acts of the public enemy, wars, blockades, insurrections, riots, arrests and restraints by governments, civil disturbances, and catastrophic events such as explosions. Force Majeure includes governmental actions, other than actions of SVSWA, such as the enactment of statutes, laws or regulations frustrating the purpose of this Agreement, and acts of governmental bodies. Force Majeure includes failure of Vespene's customer(s) to take delivery of electricity caused by an event of force majeure affecting such customer(s), and any other similar cause or causes, whether of the kind herein enumerated or otherwise, not within the control of the Party claiming Force Majeure and which, by the exercise of reasonable diligence, such Party is unable to prevent or overcome. Force Majeure also includes breakage or accident to machinery or lines of pipe as a direct result of an event of Force Majeure.

"Government Incentives" means any monetary awards or other value provided by any governmental or other agency (including without limitation Renewable Energy Production Incentive Payments from the U.S. Department of Energy and grant monies or other subsidies or payments from StateEnergy Commissions) with respect to the LFG or any activities of SVSWA or Vespene in connection with this Agreement or the Project, SVSWA's Facilities or Vespene's Facilities; provided such awards or other value shall exclude Environmental Attributes, and Tax Credits.

"Green Tag Reporting Rights" means the right of a Green Tag purchaser to report the ownership of accumulated Green Tags in compliance with Federal or State law, if applicable, and to a Federal or State agency or any other party at the Green Tag purchaser's discretion.

"Hazardous Material(s)" shall mean any toxic or hazardous substance, material or waste or any pollutant or contaminant or infectious or radioactive material, including but not limited to, those substances, materials or wastes regulated now or in the future under any of the following statutes or regulations and any and all of those substances included within the definitions of "hazardous substances," "hazardous waste," "hazardous chemical substance or mixture," "imminently hazardous chemical substance or mixture," "toxic substances," "hazardous air pollutant," "toxic pollutant" or "solid waste" in the: (i) "CERCLA" or "Superfund" as amended by SARA, 42 U.S.C. Sec. 9601 et seq.; (ii) RCRA, 42 U.S.C. Sec. 6901 et seq.; (iii) CWA., 33 U.S.C. Sec. 1251 et seq.; (iv) CAA, 42 U.S.C. 78401 et seq.; (v) TSCA, 15 U.S.C. Sec. 2601 et seq.; (vi) The Refuse Act of 1899, 33 U.S.C. Sec. 407; (vii) OSHA, 29 U.S.C. 651 et seq.; (viii) Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801 et seq.; (ix) USDOT Table (40 CFR Part 302 and amendments) or the EPA Table (40 CFR Part 302 and amendments); (x) California Superfund, Cal. Health & Safety Code Sec. 25300 et seq.; (xi) Cal. Hazardous

Waste Control Act, Cal. Health & Safety Code Section 25100 et seq.; (xii) Porter-Cologne Act, Cal. Water Code Sec. 13000 et seq.; (xiii) Hazardous Waste Disposal Land Use Law, Cal. Health & Safety Code Sec. 25220 et seq.; (xiv) Proposition 65, Cal. Health and Safety Code Sec. 25249.5 et seq.; (xv) Hazardous Substances Underground Storage Tank Law, Cal. Health & Safety Code Sec. 25280 et seq.; (xvi) California Hazardous Substance Act, Cal. Health & Safety Code Sec. 28740 et seq.; (xvii) Air Resources Law, Cal. Health & Safety Code Sec. 39000 et seq.; (xviii) Hazardous Materials Release Response Plans and Inventory, Cal. Health & Safety Code Secs. 25500-25541; (xix) TCPA, Cal. Health and Safety Code Secs. 25208 et seq.; and (xx) regulations promulgated pursuant to said laws or any replacement thereof, or as similar terms are defined in the Federal, State and local laws, statutes, regulations, orders or rules. Hazardous Materials shall also mean any and all other substances, materials and wastes which are, or in the future become regulated under applicable local, State or Federal law for the protection of health or the environment, or which are classified as hazardous or toxic substances, materials or wastes, pollutants or contaminants, as defined, listed or regulated by any Federal, State or local law, regulation or order or by common law decision, including, without limitation, (a) trichloroethylene, tetrachloroethylene, perchloroethylene and other chlorinated solvents; (b) any petroleum products or fractions thereof; (c) asbestos; (d) polychlorinated biphenyls; (e) flammable explosives; (f) urea formaldehyde; and (g) radioactive materials and waste.

"Initial Term" has the meaning set forth in Article IV.A.

"Landfill" means the Crazy Horse Sanitary Landfill, 350 Crazy Horse Road, Salinas, CA as it may be expanded from time to time, and including future adjacent landfills owned, controlled or operated by SVSWA or its instrumentalities, including both the property and the refuse fill within that property.

"LFG" or "Landfill Gas" means all collected gas from the Landfill, consisting primarily of methane, carbon dioxide, oxygen and nitrogen, with other trace components.

"LFG Collection System" means all equipment and appurtenances necessary to collect LFG from the Landfill and transport LFG to the Transfer Point, and any blowers and flares, including LFG Collectors, lateral pipes, header pipes, and related pipes carrying LFG or LFG condensate.

"LFG Collector" means vertical wells, horizontal trench collectors, or other items installed to collect LFG from within refuse. LFG collectors do not include the leachate collection and recovery system or soil gas trenches installed beneath landfill liners.

"Lost Revenues" shall have the meaning set forth in Article XX.E.4.

"Lower Heating Value" or "LHV" means the total heat liberated per mass of fuel burned (initially at 25 degrees Centigrade) and returning the temperature of the products of combustion to 150 degree Centigrade (the water component will be in vapor state at the end of combustion).

"Operations Date" means the date of the first commercial operations date to occur under one or more of the Power Sales Agreements in effect at the time construction of the Plant commences.

"Permits and Authorizations" means permits, licenses, approvals, consents, authorizations, waivers, variances, easements from any third parties (including any governmental authorities), agreements and rights of way required for or reasonably necessary for either of the Parties to perform their respective obligations under this Agreement, or for the transactions contemplated hereby (including construction and operation of the Plant and Vespene's Facilities), including, without limitation, the permits and Site Lease Agreement as

defined under this Agreement or any other necessary easements that Vespene needs to obtain in order to construct, operate and maintain the Plant or undertake the Project.

"Plant" means equipment installed, owned, operated and maintained by Vespene for the purpose of making electricity from LFG or supporting that activity.

"Project" means construction and operation of the Plant, lease of the Site, operation of the LFG Collection System by Vespene, and the subsequent sale of the electricity and Environmental Attributes to one or more third parties.

"Project Milestones" means achieving the commercial operation date under the Power Purchase Agreement by the date prescribed for the Operations Date in milestone number 4 under Article XIX.A.

"Site" means real property subject to a Site Lease Agreement executed by SVSWA and Vespene upon which the Plant and certain other of Vespene's Facilities are to be located.

"Site Lease Agreement" means a separate agreement between the Parties for the lease of the Site.

"Steady State Operation" is the average use of LFG for a period of ninety (90) days, with the BTU rate of the collected gas varying by no more than 5 percent (plus or minus) from the average during that time.

"Tax Credits" means all or any of the credits against or with reference to any Federal, State or local taxes with respect to the LFG collected at the Landfill or any activities of SVSWA or Vespene, SVSWA's or Vespene's Facilities at or with respect to the Landfill.

"Term" has the meaning set forth in Article IV.B.

"Testing Procedures" shall have the meaning set forth in Article V.B.6.

"Transfer Point" has the meaning set forth in Article VII.H.

EXHIBIT C- LFG SYSTEM OPERATIONS SCOPE

General

SVSWA will continue to operate the LFG collection system in accordance with applicable regulations.

Well Field Adjustment

SVSWA will continue to adjust the wells in order to maintain compliance with applicable regulations.

Wells shall be adjusted for methane content greater than 35 percent, if possible using Reasonable Industry Practice. If the methane content cannot be maintained *above* that level, then Vespene will request that SVSWA reduce the vacuum applied to that well to the minimum vacuum measureable by the instruments used.

Subject to the previous paragraph, Vespene will establish "deadband" adjustment criteria for the LFG wells. The deadband range of methane concentration measured at the individual wells will be used for individual well adjustments as follows:

A. If the methane concentration is greater than the deadband range, then Vespene shall request that SVSWA increase the applied vacuum by an amount chosen by Vespene.

B. If the methane concentration is less than the deadband range, then Vespene shall request that SVSWA decrease the applied vacuum by an amount chosen by Vespene.

C. If the methane concentration is equal to the greatest or least deadband range concentrations, or within the dead band concentration range, then the well shall not be adjusted.

Other adjustment criteria may be applied by Vespene.

Vespene will modify LFG well adjustment criteria at the request of SVSWA if such adjustments are necessary to comply with applicable regulations or permit requirements Vespene may propose alternate adjustment methods to SVSWA, the approval of which shall not be unreasonably withheld.

EXHIBIT D
PROJECT REQUIREMENTS AND LOCATIONS

(See Attached)

EXHIBIT E

COMPENSATION STRUCTURE

In consideration of all the LFG transferred to Vespene during each Accounting Period pursuant to the terms of this Agreement, Vespene shall pay to SVSWA an amount determined by the following formula:

SVSWA Compensation= the greater of the following:

$GR \times 0.15$

OR

\$10 / MWh Produced

Where:

Gross Revenue (GR) means revenue generated by Vespene during such Accounting Period without deducting any cost of Vespene's operations; excluding revenue (or equivalent value) received from or with respect to Government Incentives, Tax Credits.

MWh Produced is a measure of the gross electricity output of the Plant, which will be separately metered.

CRAZY HORSE LANDFILL

Land Lease Agreement

This Lease Agreement (“Lease”) is made and entered September 21,, 2023 (“Lease Date”) between the SALINAS VALLEY SOLID WASTE AUTHORITY (“AUTHORITY”), a joint powers authority in the State of California, and VESPENE ENERGY, INC., a Delaware corporation (“TENANT”), pursuant to the following recitals, which are a substantive part of this agreement:

RECITALS

A. The AUTHORITY owns real property located at the Crazy Horse Landfill in the County of Monterey (“the “Landfill”).

B. TENANT wishes to lease approximately 15,000 square feet at the Landfill depicted on **EXHIBIT A** together with all rights, privileges, easements and appurtenances belonging or in any way appertaining thereto, and together with any buildings and other improvements now located or hereafter erected thereon together with all fixtures now or in the future installed thereon (“Premises”), for the purpose of constructing and operating a plant and necessary facilities to produce electricity from Landfill Gas, and the Permitted Use (as defined herein).

C. The Premises at the Landfill are leased for the purpose of constructing and operating a plant and necessary facilities to produce electricity from Landfill Gas, and the Permitted Use and the Permitted Use. To the extent not prohibited by City ordinance, County Ordinance, State or Federal regulation and/or law, common uses may include, but not be limited to, the storage of parts, equipment, materials, landfill gas processing related operations and equipment. In compliance with all applicable laws and/or regulations and subject to the terms contained herein, TENANT is permitted to the perform routine and minor maintenance or inspections of their landfill gas processing equipment and/or materials.

D. The AUTHORITY and TENANT desire to enter into a lease allowing TENANT to use the Premises in accordance with the terms and conditions of this Lease.

NOW, THEREFORE, AUTHORITY and TENANT agree as follows:

AGREEMENT

1. Lease of Premises and Term. Subject to the terms and conditions of this Lease, AUTHORITY hereby leases to TENANT, and TENANT hereby leases and takes from AUTHORITY the Premises, TO HAVE AND TO HOLD the same for the Term (as defined herein). The term and any renewals of this Lease shall be for the same term and duration of the Landfill Gas Purchase Agreement (the “LFG Agreement”) entered into by and between the parties and dated of even date herewith. The Parties further agree that this Agreement shall immediately terminate upon the termination of the LFG Agreement.

2. Premises Leased AS IS; Due Diligence.

(a) TENANT acknowledges it has and shall accept the Premises from AUTHORITY in its “AS IS” condition without representation or warranty. TENANT acknowledges TENANT has inspected the Premises and is aware of its condition. Pursuant to California Civil Code Section 1938, TENANT is advised that the Premises have not undergone an inspection by a Certified Access Specialist, and, therefore, AUTHORITY is not aware if the Premises comply with the applicable construction-related accessibility standards pursuant to Civil Code Section 55.53.

(b) The parties acknowledge and agree that: (a) each of the parties hereto may, from time to time at the request and sole expense of the other party, furnish the other party such further information or assurances, execute and deliver such additional documents, instruments and conveyances, and take such other actions and do such other things, as may be determined to be reasonably necessary with

respect to the results of TENANT's Inspections to carry out the provisions of this Lease and give effect to the transactions contemplated hereby; and (b) TENANT shall, at its sole cost and expense, obtain a survey of the Premises during the Due Diligence Period, which upon written agreement signed by each of the parties shall be incorporated into and become part of this Lease.

3. Rent and Security Deposit. As consideration for the use and occupancy of the Premises, TENANT shall pay rent to AUTHORITY as follows: TENANT shall pay to AUTHORITY a fixed, annual rent in the amount of One and 00/100ths (\$1.00) Dollar. All rent shall be paid by TENANT and be personally delivered or mailed to the AUTHORITY at 1256 Sun St., Salinas, Ca. 93901 or any other place or places that AUTHORITY may designate by written notice to TENANT. The Parties agree that no deposit exists for this lease nor shall one be required.

4. Governing Rules. This Agreement shall be governed by those certain terms of the LFG Agreement.

5. Right of Entry. TENANT agrees that a designated representation of the AUTHORITY, shall have the right to enter the Premises to inspect, repair, alter, or make improvements upon providing TENANT 24 hour prior written notice. The AUTHORITY may enter the Premises under emergency conditions without notice. The AUTHORITY shall ensure that any employee of the Authority or individual(s) working on behalf of the Authority entering the Premises shall comply with all applicable health and safety policies and shall assume sole responsibility for the welfare and safety of such persons; however, notwithstanding anything herein to the contrary, TENANT shall be liable for the negligent acts or omission and wrongful conduct of TENANT's employees, agents, invitees and/or contractors which result in or cause injury to an employee of the AUTHORITY or an individual(s) working on behalf of the AUTHORITY. The AUTHORITY shall be liable for the negligent acts or omission and wrongful conduct of the AUTHORITY's employees, agents, invitees and/or contractors which result in or cause injury to an employee of TENANT, TENANT's personal property, or an individual(s) working on behalf of TENANT.

6. Default. TENANT agrees that in the event of default in the payment of rent or any of the terms and provisions of the agreement, AUTHORITY may, at its option, seek or otherwise pursue summary proceedings or any other legal action or proceeding to permit the AUTHORITY to enter the Premises and remove therefrom all property which may be therein and to place the same on an uncovered portion of the landfill and to store TENANT's Property (as defined herein) at the expense of TENANT at a public or private warehouse. If the property is placed on an uncovered portion of the landfill, TENANT agrees to pay to AUTHORITY all storage rates then applicable at the Landfill together with any and all reasonable charges imposed and expenses incurred by AUTHORITY for removal of any of TENANT's Property on or in the Premises. Notwithstanding anything contained herein to the contrary, TENANT shall be in default under this Lease if TENANT fails to observe or perform one or more of the other terms, conditions, covenants, or agreements contained in this Lease, and such failure shall continue for a period of at least sixty (60) days after notice thereof by AUTHORITY to TENANT specifying such failure unless such failure requires work to be performed, acts to be done, or conditions to be removed which cannot by their nature reasonably be performed, done, or removed, as the case may be, within such sixty (60) day period, in which case no default shall be deemed to exist as long as TENANT shall have commenced curing the same within such sixty (60) day period and shall, diligently, continuously, and in good faith prosecute the same to completion.

7. FAA Regulations. TENANT hereby specifically agrees in addition to the covenants and agreements hereby set forth to abide by any and all applicable rules and regulations of the Federal Aviation Administration ("FAA"), including but not limited to those governing the use of drones.

8. Insurance. All TENANT and AUTHORITY insurance requirements shall be governed by the LFG Agreement.

9. Indemnification. All TENANT and AUTHORITY indemnification obligations shall be governed by the LFG Agreement.

10. Successors: Assignment and Subletting. All rights of assignment and subletting shall be governed by the LFG Agreement.

11. Enforcement. If either party commences an action against the other party arising out of or in connection with this Lease, the party prevailing in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suit.

12. Waiver. The waiver by any party of any breach shall not be construed to be a continuing waiver of any subsequent breach.

13. Taxes, Assessments, and Fees.

a. Possessory Interest Tax and Assessments. TENANT acknowledges that, pursuant to California Revenue and Taxation Code Section 107.6, TENANT's possessory interest in the Premises created by this Lease may be subject to property taxation. TENANT shall be solely responsible for any property taxes arising out of TENANT's possessory interest in the Premises. TENANT shall pay before delinquency any and all possessory interest taxes and assessments levied against it. On demand by AUTHORITY, TENANT shall furnish AUTHORITY with satisfactory evidence of these payments. Notwithstanding the foregoing, AUTHORITY shall be responsible for any and all real property taxes, assessments, any and all other governmental levies, fees, and charges, which at any time during the term are, or, if the Premises or any part thereof or the owner thereof were not exempt therefrom, would have been assessed, levied, confirmed, imposed upon, or would have become due and payable in respect of, or would have been charged with respect to, the Premises (excluding for avoidance of doubt any taxes with respect to TENANT's Property). Further, TENANT hereby agrees to pay all property taxes levied or incurred as to any structure or building erected and owned by the TENANT upon the Premises.

b. Personal Property Tax. TENANT shall pay before delinquency all taxes, assessments, license fees, and other charges that are levied and assessed against TENANT's Property installed or located in or on the Premises, and that become payable during the term of this Lease. On demand by AUTHORITY, TENANT shall furnish AUTHORITY with satisfactory evidence of these payments.

c. Business License Fee. TENANT shall pay before delinquency any and all business license fees that are levied and assessed against the TENANT, and that become payable during the term of this Lease, if any. TENANT's failure to pay any applicable business license fee to AUTHORITY shall constitute a default under this Lease if not cured pursuant to Section 6.

14. Notice And Waiver Regarding Relocation, Goodwill, Property Interest And Condemnation. TENANT knowingly and voluntarily acknowledges and agrees upon its vacation of the Premises at the end of the Lease, upon the sooner termination thereof for any reason, or vacation, of the Premises under any circumstances, in no event shall TENANT be entitled or shall AUTHORITY, including its employees, agents and assignees, be required to provide any relocation benefits, compensation for loss of goodwill, or assistance under any applicable federal, state, or local laws or regulations including without limitation, the Uniform Relocation Assistance Laws, California Government Code Section 7260 *et seq.* Further, TENANT being fully informed of any and all of its rights and obligations and all laws and regulations (including without limitation, the Uniform Relocation Assistance Laws, California Government Code Section 7260 *et seq.*) in connection therewith fully waives, releases and rejects any and all relocation assistance and benefits relating to or in any respect connected with TENANT vacating the Premises. In the event of the taking or condemnation of all or any part of the Premises, TENANT may receive compensation only for any taking of or damage to TENANT owned improvements and TENANT's Property. Any compensation awarded and interest thereon, including the compensation for the land value and interest thereon, shall belong to AUTHORITY. TENANT shall **not** receive any value related to the leasehold value of the property which shall be paid solely to the AUTHORITY. In the event a condemnation or transfer in lieu thereof results in a taking of all or any substantial and/or material portion of the Premises so as to render

the Premises unfit for the Permitted Use, the AUTHORITY or TENANT may, upon written notice given to the other Party within thirty (30) days after such taking or transfer in lieu thereof, terminate this Lease.

15. Waiver of Liability. The AUTHORITY hereby disclaims and the TENANT hereby releases the AUTHORITY from any and all liability whether in contract of tort (including strict liability and negligence), for any loss damage or injury to the Landfill Gas processing equipment and/or other property of TENANT that may be located or stored in the Premises, unless such loss, damage or injury is caused by the AUTHORITY's negligence or willful misconduct.

16. Unremoved Property. If TENANT leaves TENANT's Property on the Leased Premises after the termination or cancellation of this Lease, and fails, refuses or neglects, after notice from AUTHORITY, to remove same within one hundred twenty (120) days after such termination or cancellation, AUTHORITY at its option, may treat such TENANT's Property as abandoned, and shall have absolute right of disposal over such property. The cost for removal, if any, may be withheld from any deposit remaining in the account of the TENANT. TENANT hereby waives any and all damages for any loss resulting from disposal of such TENANT's Property. AUTHORITY shall also have the right to remove TENANT's Property consisting of stored equipment if the stored equipment is not otherwise removed by TENANT within one hundred twenty (120) days of termination of this Lease. If AUTHORITY removes TENANT's Property consisting of the Landfill Gas processing equipment from the Leased Premises following termination of this Lease in accordance with this Section, TENANT shall be responsible to AUTHORITY for all costs of such removal and subsequent storage.

17. Hazardous Materials. TENANT shall properly handle and materials in accordance with the requirements of State, Federal and/or Local law, ordinance or regulation.

18. Relationship of Parties. AUTHORITY is not, nor shall it become or be deemed to be, a partner or a joint venturer with TENANT by reason of the provisions of this Lease nor shall this Lease be construed to authorize either party to act as the agent for the other.

19. Notice. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid registered mail at the address of such party as provided below or delivered by e-mail (with confirmation of transmission), or to any such address as such party shall notify the other in writing. Notice shall be deemed communicated when received if personally served or emailed or three (3) days after mailing if mailed.

To AUTHORITY:
126 Sun Street
Salinas, Ca. 93901

To TENANT:
1331 Seventh Street, Suite F
Berkely, Ca. 94710

Attn: General Manager

Attn: General Counsel

20. Effect of Termination of Lease. Termination of this Lease shall not release any party hereto from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to such termination or expiration, or thereafter in case by the terms of this Lease it is provided that anything shall or may be done after termination or expiration hereof.

21. Amendments. This Lease shall not be modified or amended in any way except in writing signed by the parties hereto.

22. Interpretation. This Lease shall be construed and interpreted in accordance with the laws of the State of California. Time is of the essence of this Lease.

23. Entire Agreement. This Lease contains all the agreements of the parties concerning the subject matter of it. Further, this Lease shall supersede all prior agreements or leases entered into between TENANT and the AUTHORITY relating the use of and/or access to the Landfill, its facilities and buildings.
24. Severability. The unenforceability, invalidity, or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid, or illegal.
25. Construction. Headings at the beginnings of sections or subsections are solely for the convenience of the parties and are not a part of nor should they be used to interpret this Lease. The singular form shall include the plural, and vice-versa. This Lease shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Lease. All exhibits referred to in this Lease are attached to it and incorporated in it by this reference.
26. Voluntary Agreement; Authority to Execute. TENANT and AUTHORITY each represent that they have read this Lease in full and understand and voluntarily agree to all provisions herein. The parties further declare that prior to signing this Lease they each had the opportunity to apprise themselves of relevant information, through sources of their own selection, including consultation with counsel of their choosing if desired, in deciding whether to execute this Lease. The signatories to this Lease represent that they have the proper authority to execute this Lease on behalf of the respective party.
27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity, except TENANT (i) cannot seek money damages or pursue an action in law; and (ii) is instead limited to bringing a proceeding in the nature of specific performance, injunctive relief or mandamus, or any other action in equity; provided that the foregoing exception with respect to TENANT's remedies shall not apply to damages or liabilities arising from: (A) a breach of Section 32; (B) claims that are subject to indemnification under Section 9; (C) personal injury or death or damage to any real or tangible personal property caused by AUTHORITY'S negligent acts or omissions or willful misconduct; or (D) the grossly negligent acts or omissions or willful misconduct of AUTHORITY in performing its obligations under this Lease.
28. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their successors and assigns and be governed by the laws of the State of California. Any litigation between the Parties hereto concerning this Lease shall be initiated in the Superior Court of the State of California for the County of Monterey.
29. Contact Information. TENANT shall notify AUTHORITY within thirty (30) days of any changes to TENANT's address, phone numbers or other contact information.
30. Permitted Use. Notwithstanding anything to the contrary contained herein, TENANT may use the Premises for any lawful purpose, including but not limited to the construction, installation, improvement, maintenance, use and operation of a Landfill Gas collection and electricity production facility in furtherance of the LFG Agreement (collectively, the "Permitted Use").
31. Signs. TENANT, upon receiving prior written approval of the AUTHORITY which will not be unreasonably withheld, shall have the right, at its own cost and expense, throughout the Term to install and maintain signs upon the Premises as TENANT may desire provided said installation complies with the laws, regulations and ordinances affecting said location. Upon the expiration of this Lease, TENANT shall remove any such signs placed upon said Premises and shall repair any damage to the Premises caused by the erection or removal thereof.
32. Covenants of Authority; Quiet Enjoyment.
- (a) AUTHORITY covenants and agrees that on the Commencement Date the Premises shall be delivered to TENANT vacant, and free and clear of any tenancies.

(b) AUTHORITY covenants and agrees that, if and so long as TENANT observes and performs its obligations under this Lease on the part of TENANT to be observed and performed throughout the Term of this Lease, TENANT shall quietly and peacefully have, hold, use, possess, enjoy, and occupy the Premises without hindrance or interruption by AUTHORITY.

(c) Except to the extent directly caused by the activities, act or omissions of TENANT, its employees, agents or subcontractors, AUTHORITY hereby covenants and agrees to remain solely liable for any and all claims, losses, requirements and liabilities relating to the presence, use, spill, discharge or cleanup of any Hazardous Materials (as defined herein) currently existing on the Premises (any such condition is hereinafter referred to as a "Hazardous Condition"). For purposes of this Lease, "Hazardous Materials" shall mean any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or manmade, that is hazardous, acutely hazardous, toxic, combustible, corrosive, or words of similar import or regulatory effect under Environmental Laws (defined herein), including but not limited to petroleum or petroleum-derived product, radon, radioactive material or waste, asbestos in any form, lead or lead-containing material, urea formaldehyde foam insulation and polychlorinated biphenyls or any other substance regulated by any Environmental Laws. For purposes of this Lease "Environmental Laws" means all laws, rules, ordinances, regulations, and all other legal requirements relating to environmental matters; the management, use, storage, handling, transportation, treatment, or release of, or exposure of humans or the natural environment to, any Hazardous Materials; or protection of the environment, human health, or welfare, including but not limited to any one or more of the following: Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601 *et seq.*; the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §§ 6901 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 *et seq.*; the Toxic Substances Control Act (TSCA), 15 U.S.C. §§ 2601 *et seq.*; the Endangered Species Act, 16 U.S.C. §§ 1531 *et seq.*; the Federal Water Pollution Control Act (the Clean Water Act), 33 U.S.C. §§ 1251 *et seq.*; the Clean Air Act, 42 U.S.C. §§ 7401 *et seq.*; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§ 136 *et seq.*; the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. §§ 1101 *et seq.*; the Occupational Safety and Health Act, 29 U.S.C. §§ 651 *et seq.* (to the extent the same relates to Hazardous Materials); the Clean Air Act (42 U.S.C.A. §§ 7401 *et seq.*); any amendments thereto; any guidance documents and/or regulations promulgated now or hereafter adopted, published, or promulgated pursuant thereto; or any other federal, state, or local law, regulation, rule, or ordinance that pertains to Hazardous Materials.

33. Construction; Maintenance and Operation; Fixtures. All items relating to construction, maintenance, operations and fixtures shall be governed by the terms of the LFG Agreement.

34. Memorandum. Either AUTHORITY or TENANT may record a memorandum of this Lease or a memorandum of any amendment or modification of this Lease. Each party shall, upon the request of the other, join in the execution of a memorandum of this Lease or a memorandum of any amendment or modification of this Lease in proper form for recordation together with any transfer tax returns or forms necessary for such recordation. The party requesting such memorandum of this Lease shall be responsible for the payment of any recording taxes. Upon the expiration or sooner termination of this Lease, TENANT covenants that it will, at the request of AUTHORITY, execute, acknowledge, and deliver an instrument canceling any memorandum of this Lease which is recorded and all other documentation required to record same. If TENANT fails or refuses to execute, acknowledge, and deliver such instrument of cancellation, then TENANT hereby appoints AUTHORITY as TENANT's attorney-in-fact, coupled with an interest, to execute, acknowledge, and deliver such instrument of cancellation on TENANT's behalf. However, this Section shall not be construed to in any way limit or prevent the AUTHORITY from disclosing the full terms of this Lease as required by the California Public Records Act or to prevent the AUTHORITY from recording the full terms of this Lease with the County Record's Office for the County of Monterey.

35. Access. AUTHORITY hereby agrees to provide TENANT with reasonable access the AUTHORITY's property so that TENANT may safely access the Premises during the term of this Lease.

36. Lender Accommodations.

(a) AUTHORITY acknowledges that one or more persons may be lending money or extending credit (i) for the construction, term or permanent financing or refinancing of TENANT's obligations herein, (ii) for working capital or other ordinary business requirements for TENANT's obligations under this Lease, or (iii) for any development financing, bridge financing, credit support, or credit enhancement in connection with the services to be provided under the LFG Agreement (any such persons, along with any trustee or agent acting on behalf of such persons, the "Lender(s)").

(b) AUTHORITY further acknowledges that TENANT's obligations may be secured by, among other collateral, a pledge or collateral assignment of this Lease.

(c) In order to facilitate such financing or refinancing, AUTHORITY agrees as follows: (i) AUTHORITY consents to the collateral assignment by TENANT to any Lender(s) of TENANT's right, title and interest in and to this Lease; however, the TENANT shall not have any authority to assign to any lender or third party property or infrastructure owned by the AUTHORITY and/or located on the Landfill site. Upon request by the TENANT in connection with any such collateral assignment by the TENANT and the AUTHORITY agrees to execute and deliver to such Lender(s): (A) such consent(s) or estoppel(s) as may be reasonably requested by such Lenders; and/or (B) a direct agreement in a reasonable form with such modifications as may be agreed to between the AUTHORITY and any such Lender(s); and (ii) the TENANT may change Lender(s) at any time, in the TENANT's reasonable discretion, and the AUTHORITY shall abide by such new contact information and payment directions as instructed by the TENANT.

37. Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Lease delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Lease.

[Intentionally Blank – Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed this Lease on the day and year first above written.

AUTHORITY:

TENANT

**SALINAS VALLEY SOLID WASTE
AUTHORITY**, a joint powers authority in the State
of California

VESPENE ENERGY, INC.

By: _____

By: _____

ATTEST:

By: _____

By: _____

APPROVED AS TO FORM:

[_____]

By: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

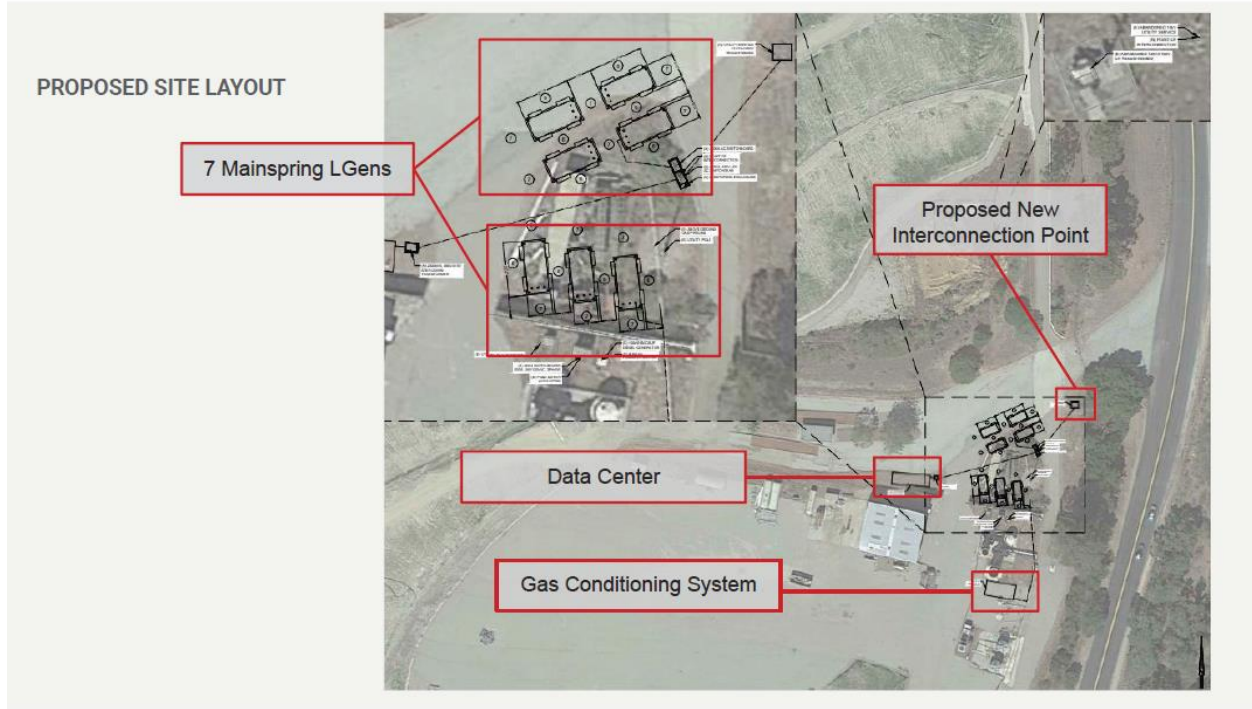
Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	
<input type="checkbox"/>	CORPORATE OFFICER	
	_____	TITLE OR TYPE OF DOCUMENT
	TITLE(S)	NUMBER OF PAGES
		DATE OF DOCUMENT
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	<u>SIGNER(S) OTHER THAN NAMED ABOVE</u>
	<input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	

SIGNER IS REPRESENTING:
 (NAME OF PERSON(S) OR ENTITY(IES))

EXHIBIT A

Survey of Premises



vespene
energy

**Self-Sustaining Microgrid
Final Development Proposal**

**Crazy Horse SLF
Salinas Valley Solid Waste Authority**

Contact Us:

415.699.7153

adam@vespene.energy

1331 7th Street, Suite F, Berkeley CA 94710

July 11, 2023

Ladies and Gentlemen:

Vespene Energy, Inc is pleased to submit this Final Development Proposal for the development, operation and ownership of a Self-Sustaining Microgrid project at the Crazy Horse Sanitary Landfill in Salinas, CA.

Vespene Energy has selected SCS Engineers as its EPC Contractor for the design, engineering, construction, commissioning, operations, and maintenance of the project, including a newly constructed gas collection and control system (GCCS).

Vespene Energy, Inc will provide the following services:

- Serve as Developer/Owner of the Project, with senior responsibility for all commercial, contractual, legal, financial and administrative elements of the Project Development.
- Will be a direct equity participant, in partnership with its investors.
- Serve as Asset Manager of the LFG Project upon commissioning.

SCS Engineers will provide the following services:

- Project Design, Engineering, Construction, and Commissioning of the GCCS and LFG Project.
- Operations and Maintenance Services for the GCCS and LFG Project upon commissioning.

Adam Wright, CEO of Vespene Energy, will be the primary point of contact with respect to this Project.

Respectfully,



Adam Wright
Co-Founder and CEO
Vespene Energy, Inc

PROJECT APPROVAL CHECKLIST

The following steps represent necessary items to accomplish prior to official commencement of project kick-off:

- Review and accept LFG Purchase Agreement language.** SVSWA and counsel will review Vespene's draft LFG Purchase Agreement and suggest changes / revisions if necessary.
- Review and accept Site Lease Agreement.** Vespene and counsel will review Site Lease Agreement and provide language specific to the project scope.
- Organize Scoping Call.** Vespene will organize a call between ourselves, SVSWA, and SCS Engineers to discuss overall project scope and highlight any potential challenges.
- Finalize Board Meeting Presentation.** Vespene will finalize presentation materials and send to SVSWA staff prior to Aug 28.
- Present Materials at September 7 Board Meeting.** Vespene staff will be on-site to present the project plan at the September meeting.
- Execute Final Documents.**

PROJECT NARRATIVE

Once the LFG Purchase Agreement Site Lease Agreements have been signed, project development will proceed according to the following milestones:

- **Step 1: Detailed Engineering.** Vespene and SCS Engineers have performed a site visit and confirmed the site to be a valid target for development. Upon Execution of the Definitive Documents, Vespene will engage with SCS to create a set of build-ready plans using the following goals:
 - ❖ Utilize containerized solutions for power generation and datacenters, along with skid-mounted solutions for gas conditioning in order to minimize or eliminate permanent site infrastructure and speed up deployment time.
 - ❖ Employ technologies that maximize gas production / methane content without disturbing regulatory compliance.
- **Step 2: Air Permitting.** The project will require a Permit to Operate with Monterey Bay Air Resources District. This will require completion of the necessary construction air permitting for the various components of the project. Air permitting tasks will include, but not be limited to, emissions calculations, working with equipment vendors, control technology (i.e., best available control technology (BACT) and lowest achievable emission rate (LAER) evaluations, regulatory reviews, offset evaluations, screening risk

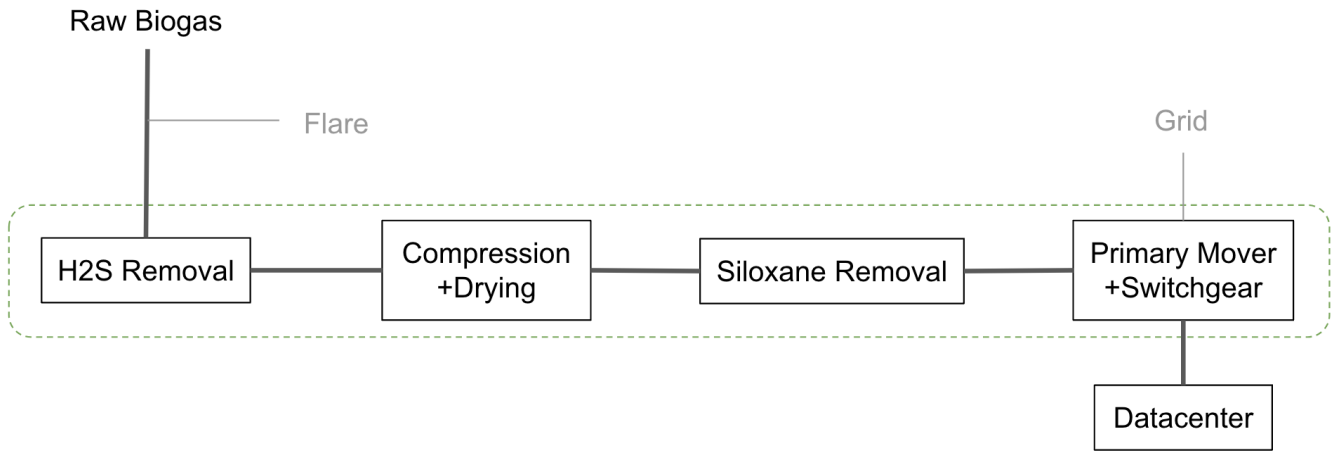
assessment, and development of permitting documentation. Vespene will work with SCS to submit permit applications for each locality simultaneously with Step 1 above.

- **Step 3: Procurement.** Vespene will procure all primary and long lead-time components through SCS acting as the EPC contractor. Further details and timeline regarding the Procurement phase will be outlined in the LFG Purchase Agreement.
- **Step 4: Site Construction and Commissioning.**
 - ❖ **Phase 1:** SCS Engineers will install and commission a gas compression and conditioning skid, modular power generation, and a modular data center. During Phase 1, 100% of the electricity will be consumed by the data center. During maintenance periods when the gas streams are interrupted, Vespene Energy will use the existing flare to meet local and federal regulations. The system can be designed to deal with a range of gas flows, due to the modular nature of the components listed above.
 - ❖ **Phase 2:** During Phase 2, Vespene Energy will connect the isolated microgrid to the local grid. Grid interconnection approval can take several years, thus preparation for Phase 2 begins during Phase 1. With a grid interconnect, Vespene Energy can take advantage of favorable energy prices and eRIN credits from the upcoming expansion of the EPA's RFS program.

PROJECT MILESTONES

	Benchmark	Time Allowed	Start Date	Documentation
1	Test LFG Quality and Quantity	2 Months	New Flare Operational	Copies of test results
2	Plant Engineering and Design	4 Months	Signing of Agreement	Copies of plans
3	Submit application for air permit / authority to construct and application for electrical interconnection	4 Months	Signing of Agreement	Copies of submittals
4	Procurement of gas treatment system, engines, switchgear, and datacenter	9 Months	Receipt of all permits and authorizations	Copy of orders
5	Site Construction and Commissioning	9 Months	Delivery of all project equipment	Revenue generation

PROCESS FLOW DIAGRAM



LANDFILL COMPENSATION

Vespene Energy will utilize a multi-pronged phased approach to revenue streams for the proposed project, including but not limited to:

- Voluntary carbon offset credits
- Bitcoin mining / data processing
- Landfill direct-use energy buyback
- Utility / grid sales PPA
- Sales of other environmental attributes such as eRINs and RECs

Vespene Energy will allocate **15% of gross project revenue** with a minimum floor payment of **\$10 / MWh** as landfill compensation, paid quarterly. If the calculation of 15% of project revenues does not exceed \$10 / MWh based on total electricity produced during any quarterly payment period, then a flat payment of \$10 / MWh will be made regardless of the equivalent percentage.

Proposed Project Term: 10 Years with right of first refusal to extend

Development Proposal for

Salinas Valley Solid Waste Authority at Crazy Horse SLF



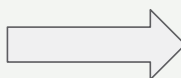
Published 10/12/23

HISTORICALLY, TWO WAYS TO UTILIZE LANDFILL GAS

01 Refine to RNG

- Gold Standard, High Margin

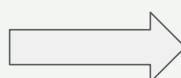
- Generally the highest and best use of LFG for sites that can support the infrastructure
- Requires new pipeline construction or virtual pipelining
- Typically requires higher flows (>900 scfm)



02 Sell Electricity to Grid

- Scalable, Lower Infrastructure Requirements

- Low margin without additional incentives
- Long interconnect timelines



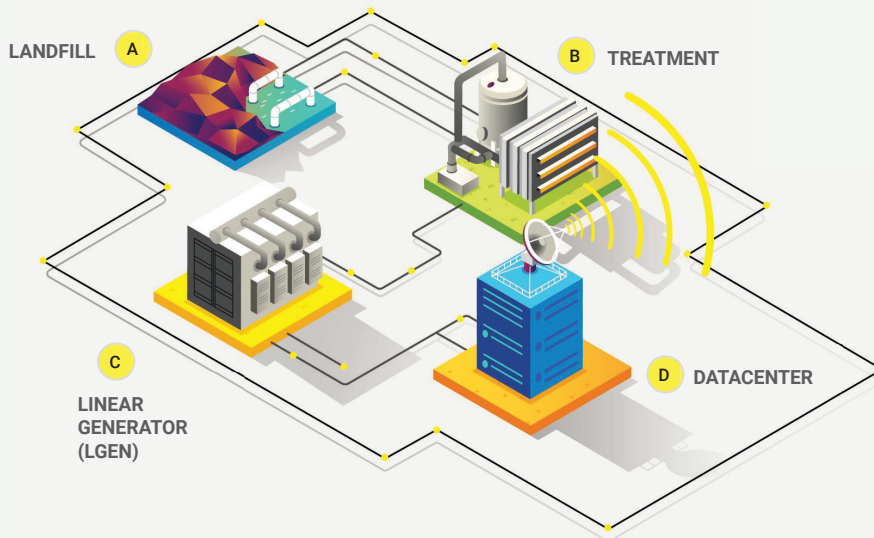
VESPENE PROVIDES AN ALTERNATIVE

Vespene Energy's Self-Sustaining Microgrids combine the high economic returns of RNG with the lower cost and scalability of electricity projects, allowing landfills to profitably contribute to the renewable energy transition.

WITHOUT REQUIRING A GRID INTERCONNECTION

PHASE 1: THE CORE OF A SELF-SUSTAINING MICROGRID

Vespene's Self-Sustaining Microgrid is an LFG energy project co-located with a modular datacenter. In this way, we bring the user of the energy to the site, rather than exporting the energy to the user. **The only export from the site is data, not electrons or molecules, and data can be transferred via satellite or other wireless internet option.**



B. GAS CONDITIONING



C. CLEAN GENERATION

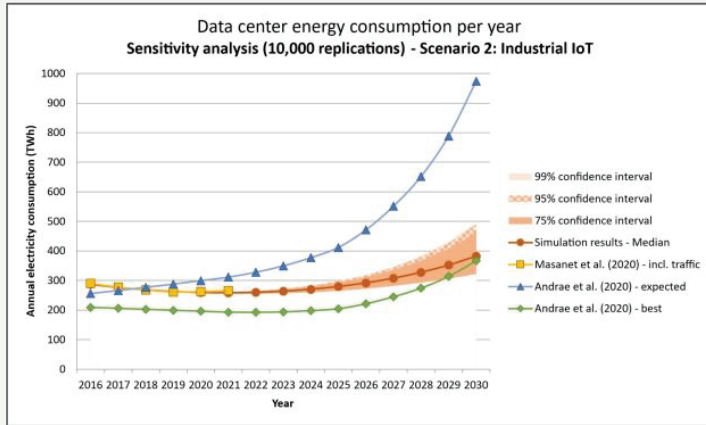


D. CONTAINERIZED DATACENTER

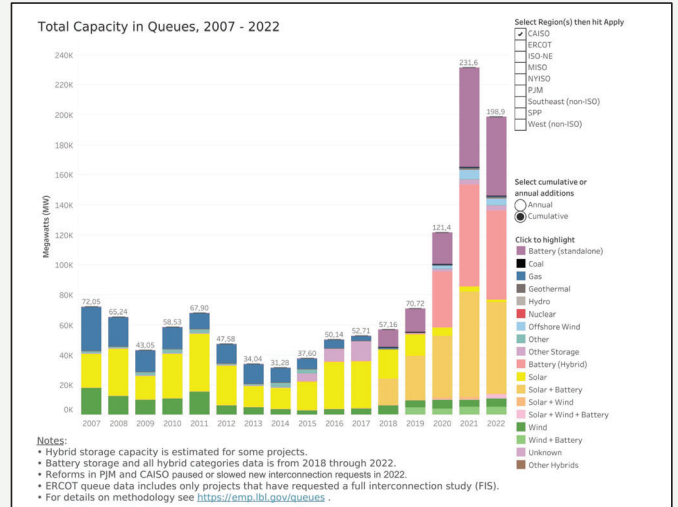


ENERGY BENEFITS

Data Center Energy Demand Rapidly Rising



New Energy Generation Stuck In Interconnection Queue



We bring the energy user onsite and avoid delays in revenue from long interconnection queues

MAINSRING LINEAR GENERATORS

- Best in class generation technology
- Near-Zero NOx emissions: Low temperature non-combustion reaction without a flame or burning.
- High electrical efficiency
- Whisper-quiet: <70 dBA @ 6ft
- Low maintenance and high uptime

The Mainspring Linear Generator

Utility-scale performance for any project size on both sides of the meter

Easy, Modular Installation
Inverter-Based Technology
Up to 15 MW per Acre Scalability



Each package contains two linear generator cores, operating in tandem



CRAZY HORSE MICROGRID PROJECT SUMMARY

Vespene Energy, Inc is pleased to submit this Final Development Proposal for the **development, operation and ownership** of a Self-Sustaining Microgrid project at the Crazy Horse Sanitary Landfill in Salinas, CA.

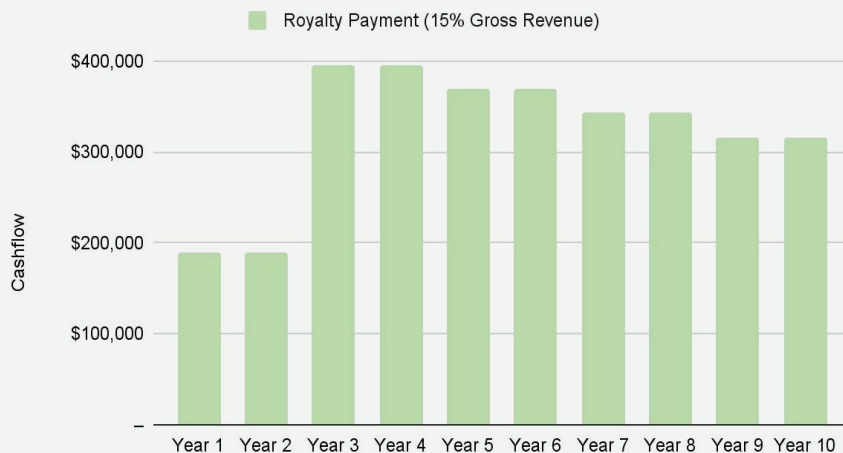
AT A GLANCE:

- 1.61 MW landfill gas to electricity self-sustaining microgrid
- Beneficially utilize ~600 cubic ft / min of landfill gas currently being flared
- Continuous, base-load power for 10+ years
- Vespene and our partners will be fully capitalizing the project
- Have engaged with SCS Engineers for project EPC and O&M

BENEFITS TO SVSWA

ECONOMIC

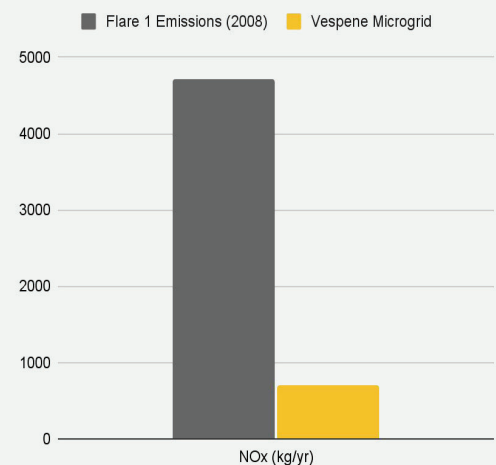
Projected Royalties of \$3.2m over 10 Years



**ProForma Financials (Subject To Change)*

ENVIRONMENTAL

80% + Reduction in NOx Emissions



DEVELOPMENT TEAM

vespene^{energy}

- Developer/Owner of the Project, with senior responsibility for all commercial, contractual, legal, financial and administrative elements of the Project Development.
- Serve as Asset Manager of the LFG Project upon commissioning.

SCS ENGINEERS

- Project Design, Engineering, and Construction of the LFG Project.
- Operations and Maintenance Services

 **Mainspring**

- Linear Generator equipment partner
- Full-service, turn-key installation and commissioning

 **Willexa**^{energy}

- Gas conditioning equipment provider

 **Crusoe**

- Datacenter development partner.

DEVELOPMENT TEAM REPRESENTATIVE SHOWCASE: VESPENE

- Marathon County Landfill in Wisconsin
- 2 MW LFGTE Project Co-Located with Datacenter



DEVELOPMENT TEAM REPRESENTATIVE SHOWCASE: CRUSOE

- Multi-megawatt associated gas datacenters
- Deployments in the Bakken Formation and Permian Basin



NEXT STEPS

Thank you!

Questions?



SVR Agenda Item - View Ahead 2023-24

ITEM NO. 18

SVR Agenda Item - View Ahead 2023-24						
	Nov	Dec	Jan	Feb	Mar	Apr
A	Employee of the Year Recognition		Election of Officers			
1	Minutes	Minutes	Minutes	Minutes	Minutes	Minutes
2	Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)
3	Member Agencies Activities Report	Member Agencies Activities Report	Member Agencies Activities Report	Member Agencies Activities Report	Member Agencies Activities Report	Member Agencies Activities Report
4	3rd Qtr. Tonnage & Diversion Report	Strategic Planning Session	December 31 Cash & Investments Report	4th Qtr. Tonnage & Diversion Report	Public Hearing:	March 31 Cash & Investments Report
5	Audit Report Previous FY (EC)		JCLF Lease Agreement w/Pacific Carbon Capture, LLC	FY 22-23 Preliminary Budget (EC)	New FY 22-23 Budget (EC)	Earth day/Recycling Recognition
6	Fund Balance Reserves (EC)		Annual Employee Survey Results (EC)			
7	New Officers Nominating Committee		FY 22-23 Budget Direction (EC)			
8	Annual Franchise Haulers Performance Report					
9	Operations and Environmental Compliance Update					
10	<i>GM Evaluation (EC)</i>					
11						

Consent
Presentation
Consideration
<i>Closed Session</i>

[Other] (Public Hearing, Recognition, Informational, etc.)
 (EC) Executive Committee
 (sp) Strategic Plan Item