



WEST VALLEY

Solid Waste Management Authority

CAMPBELL • LOS GATOS • MONTE SERENO • SARATOGA

REGULAR BOARD MEETING AGENDA

Date: November 7, 2024

Time: 5:00 p.m.

Teleconference/Public Participation Information

Meeting Location

This meeting will be held via teleconference and in-person at:

City of Monte Sereno City Hall
18041 Saratoga-Los Gatos Road
Monte Sereno, CA 95030

General Information

For this meeting, members of the public may observe virtually via the meeting link below, or physically at the above-mentioned location. For those attending the meeting in person, please refer to the last bullet for instructions on making public comments. For those attending virtually, please refer to the following set of bullets for attendance and instructions for making public comment:

- Submit any written comments via email to the West Valley Solid Waste Management Authority (Authority) at Authority@WestValleyRecycles.com prior to or during the time reserved for public comment. At the Board meeting, Authority staff will share all comments with the Board and the comments will become part of the public record.
- Observe and address the Board telephonically, at the appropriate time provided at the meeting for public comment, following these instructions:

Link to join the Virtual Meeting: <https://us02web.zoom.us/j/89624531888>

Call in Phone Number: +1 (669) 444-9171

Meeting ID: 89624531888

- During the meeting, the Chairperson will call for public comment. If you wish to address the Board, please use the “raise hand” feature and the Chairperson will call on you when it is your turn.

Note: For those joining virtually, Authority staff will need to temporarily promote you to a panelist and unmute you to speak.



- For those physically attending, please hold onto all comments until the Chairperson calls for public comment. Once the public comment period has opened, please either stand or raise your hand and the Board will call on you to speak and make your comment.

Agenda Items

Call to Order

Pledge of Allegiance

Roll Call

Orders of the Day

Each Board Meeting has a predetermined order of business that is prepared in advance and included in the Board Meeting agenda, with each agenda item preset to include a particular order and start time. The Board Chair, or Board Member majority (by vote), may change a Board Meeting's order of business (except for public hearings, which cannot be changed).

Oral Communications from the Public

Written Communications

Presentations and Informational Items

1. Receive a report on implementation of the Multi-Family Behavior Change Pilot and a presentation from Mill Industries, Inc. about project scope.
2. Receive and discuss a report on options for managing "hard-to-recycle" materials, with presentations provided by both Waste Connections of California Inc., d/b/a West Valley Collection & Recycling, and Ridwell, Inc. about collection programs for hard-to-recycle materials.
3. Receive a presentation on the Authority's fiscal year (FY) 25-26 budget priorities.

Consent Calendar

4. Receive a report on recent regulatory and legislative changes.
5. Receive a report on the Authority's solid waste and customer service programs.
6. Approve the September 5, 2024 Authority Board Meeting Minutes.



7. Receive the Executive Director's Year-to-Date Financial Report through September 30, 2024 for the FY ended June 30, 2025.

Old Business

8. Receive a report on single-family service for customers with two-to-four units.
9. Approve Resolution No. 2024-07 authorizing the First Amendment to the Agreement between West Valley Solid Waste Management Authority and USA Waste of California, Inc. d/b/a Waste Management of South Bay (WM) for Disposal of Solid Waste, and Transport and Processing of Mixed Organic Waste, Source-Separated Yard Trimmings, and Construction and Demolition Debris and authorize the Board Chair to execute the First Amendment.

New Business

None

Public Hearings

None

Executive Director Report

Future Agenda Items

Board Member Reports

Adjournment

Next Regular Meeting: February 6, 2025, 5:00 p.m.

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Agenda Item No. 1

Meeting Date: November 7, 2024

To: West Valley Solid Waste Management Authority Board
From: Executive Director
Subject: Implementation of the Multi-Family Behavior Change Pilot

AGENDA ITEM REPORT

Recommended Action

Receive a report on the implementation of the Multi-Family Behavior Change Pilot (Pilot) and a presentation from Mill Industries, Inc. (Mill) about project scope.

Discussion

Mill has been selected as the vendor for the Pilot, following the West Valley Solid Waste Management Authority (Authority) Board's authorization for the Executive Director to negotiate the final contract and scope of work. The executed agreement with Mill has been attached to this report. The total project budget, not to exceed \$50,000, is funded by CalRecycle's Senate Bill (SB) 1383 Local Assistance Grant Program.

A key element of Mill's proposal includes conducting a waste audit to evaluate the effectiveness of behavior change strategies aimed at increasing food scrap diversion. Mill has allocated \$18,000 of the total budget for this purpose. To ensure comparability of the Pilot with other local studies, particularly the Multi-Family Community-Based Social Marketing Food Scraps pilot conducted by the City of Sunnyvale, the waste audit should adhere to similar methodologies.

Given the complexity of the audit and the importance of maintaining consistency across these studies, Mill has requested that HF&H Consultants (HF&H) conduct the waste audit within the same \$18,000 budget allocation. HF&H is responsible for performing the audit in the Sunnyvale pilot and possesses the necessary expertise and familiarity with the methodology. If the Board would prefer to maintain separation of these services, Mill will engage a separate contractor to perform this work.

The Authority invites Mill to provide a presentation to the Board regarding the planning for the Pilot.

Documents Attached

Agreement between Authority and Mill for SB 1383 Multi-Family Pilot Program

Fiscal Impact

None

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**AGREEMENT
BETWEEN
WEST VALLEY SOLID WASTE MANAGEMENT AUTHORITY
AND
MILL INDUSTRIES INC.
FOR
SB 1383 MULTI-FAMILY PILOT PROGRAM**

THIS AGREEMENT (“Agreement”) is made and entered into as of _____ and is made by and between the WEST VALLEY SOLID WASTE MANAGEMENT AUTHORITY of Santa Clara County, California, a Joint Powers Authority, (“Authority”) and Mill Industries Inc. (“Contractor”), a Delaware public benefit corporation.

ARTICLE 1. RECITALS

1.1 The Authority desires to engage the Contractor to provide professional services, educational resources, and required equipment for the execution of an MFD Pilot Program.

1.2 The Contractor represents and affirms that it is qualified and willing to perform the desired work pursuant to this Agreement.

ARTICLE 2. AGREEMENT

2.1 SCOPE OF SERVICES

The Contractor shall provide services as described in the Contractor’s Scope of Services sent to the Authority on August 22, 2024, which is hereby incorporated by reference and attached as Exhibit A.

2.2 TIME OF PERFORMANCE

Contractor shall perform the services described in this Agreement in accordance with the proposal and as directed by the Authority. In the event the Contractor fails to perform the project, or invoice in a timely manner, or fails to perform services by the end of the contract term, the Authority will only be required to pay for services rendered and as approved and funded by CalRecycle, the funding agency.

2.3 COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state, and local laws. The Contractor represents and warrants to the Authority that it has all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for the Contractor to practice its profession.

2.4 SOLE RESPONSIBILITY

Contractor shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement. Rob Hilton shall act as the Executive Director for the Authority.

2.5 INFORMATION/REPORT HANDLING

All documents furnished to the Contractor by the Authority and all reports and supportive data prepared by the Contractor under this Agreement are the Authority’s property and shall be delivered

to the Authority upon the completion of the Contractor's services or at the Authority's written request. All reports, information, data, and exhibits prepared or assembled by the Contractor in connection with the performance of its services pursuant to this Agreement are confidential until released by the Authority to the public. The Contractor shall not make any of these documents or information available to any individual or organization not employed by the Contractor or the Authority without the written consent of the Authority before such release. The Authority acknowledges that the reports to be prepared by the Contractor pursuant to this Agreement are for the purpose of evaluating a defined project, and the Authority's use of the information contained in the reports prepared by the Contractor in connection with other projects shall be solely at the Authority's risk, unless the Contractor expressly consents to such use in writing. The Authority further agrees that it will not appropriate any methodology or technique of the Contractor that is and has been confirmed in writing by the Contractor to be a trade secret of the Contractor.

2.6 MATERIALS AND DEHYDRATORS

All program materials and dehydrators provided by the Contractor for the execution and implementation of the MFD Pilot shall become the property of the program participants. If the program participants choose not to keep the materials or dehydrators provided, the Contractor shall collect program materials and dehydrators, at the request of the participants, within seven (7) business days of the request. The Authority retains the right to direct the Contractor to provide the Authority with returned materials and dehydrators during the term of the Agreement.

2.7 COMPENSATION

Compensation for the Contractor's professional services, educational resources, and equipment shall be paid on a time and materials basis in accordance with the MFD Pilot Program Budget set forth in the Scope of Services attached hereto as Exhibit A. Payment shall be based upon the Authority's approval of each task. Compensation for the approved scope of work for the MFD Pilot will be paid by the Authority.

2.8 BILLING

Billing shall be monthly, by invoice, and within thirty (30) days of service completion. Each invoice must include a detailed breakdown of the work performed, specifying who carried out the work, their rate, and the date of service. Also, plans, specifications, documents, or other pertinent materials shall be submitted for the Authority's review, even if only in partial or draft form. Additional Contractor billing information will be provided upon request

2.9 AVAILABILITY OF RECORDS

The Contractor shall maintain the records supporting this billing for not less than three (3) years following completion of the work under this Agreement. Upon written request of the Authority, the Contractor shall make these records available to authorized personnel of the Authority at the Contractor's offices during business hours.

2.10 ASSIGNABILITY AND SUBCONTRACTING

The services to be performed under this Agreement are unique and personal to the Contractor. No portion of these services shall be assigned or subcontracted without the written consent of the Authority.

2.11 INDEPENDENT CONTRACTOR

It is understood that the Contractor, in the performance of the work and services agreed to be performed, shall act as and be an independent Contractor and not an agent or employee of the Authority. As an independent, the Contractor shall not obtain any rights to retirement benefits or other benefits that accrue to the Authority's employee(s). With prior written consent, the Contractor may perform some obligations under this Agreement by subcontracting, but the Contractor may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. The Contractor agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. The Contractor shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by the Contractor, or is based on allegations of the Contractor's negligent performance or wrongdoing.

2.12 EQUAL EMPLOYMENT OPPORTUNITY

The Contractor warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither the Contractor nor its subcontractors shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

ARTICLE 3. INSURANCE AND INDEMNIFICATION

3.1 MINIMUM SCOPE OF INSURANCE

- A. The Contractor agrees to have and maintain general liability insurance policies insuring the Contractor's firm for an amount not less than: one million dollars (\$1,000,000) with combined single limit per occurrence for bodily injury, personal injury, and property damage for the duration of the contract.
- B. The Contractor agrees to have and maintain an automobile liability insurance policy ensuring Contractor's staff for an amount not less than one million dollars (\$1,000,000) with combined single limit per accident for bodily injury and property damage for the duration of the contract.
- C. The Contractor shall provide to the Authority all certificates of insurance, with original endorsements effecting coverage. The Contractor agrees that all certificates and endorsements are to be received and approved by the Authority before work commences.
- D. The Contractor agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than one million dollars (\$1,000,000) that is sufficient to

insure the Contractor for professional errors or omissions in the performance of the particular scope of work under this Agreement.

3.2 GENERAL LIABILITY

- A. The Authority, its officers, officials, employees, and volunteers are to be covered as insured: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; and, premises owned or used by the Contractor. This requirement does not apply to the professional liability insurance required for professional errors and omissions.
- B. The Contractor's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- C. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Authority, its officers, officials, employees, or volunteers.
- D. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.3 ALL COVERAGES

Each insurance policy required in this item shall not be suspended, voided, cancelled, reduced in coverage, or in limits except after thirty (30) days' prior written notice has been given to the Authority by the Contractor.

3.4 WORKERS' COMPENSATION

In addition to these policies, the Contractor shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Authority before beginning services under this Agreement. Further, the Contractor shall ensure that all subcontractors employed by the Contractor provide the required Workers' Compensation insurance for their respective employees.

3.5 INDEMNIFICATION

The Contractor shall save, keep, hold harmless, indemnify and defend the Authority, its officers, agents, employees, and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of, performing work that may be occasioned by a willful or negligent act or omissions of the Contractor or any of the Contractor's officers, employees, agents, or subcontractors.

ARTICLE 4. GENERAL TERMS

4.1 WAIVER

No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder; nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

4.2 GOVERNING LAW

This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of Santa Clara County.

4.3 TERMINATION OF AGREEMENT

The Authority and the Contractor shall have the right to terminate this Agreement with or without cause by giving no less than fifteen (15) days' written notice of termination. In the event of termination, the Contractor shall deliver to the Authority all plans, files, dehydrators (if not in possession of participants), documents, and reports provided to date by the Contractor. In the event of such termination, the Authority shall pay the Contractor an amount that bears the same ratio to the maximum contract price as the work delivered to the Authority, and to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination. In the event the Contractor fails to perform the project in a timely manner, or fails to perform services by the end of the contract term, or fails to invoice in a timely manner, the Authority will only be required to pay for services rendered and as approved and funded by CalRecycle, the funding agency.

4.4 AMENDMENT

No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Authority and the Contractor.

4.5 DISPUTES

In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, including costs of appeal.

4.6 NOTICES

Any notice required to be given shall be deemed to be duly and properly given if mailed with prepaid postage, and addressed to:

If to the Authority:

WEST VALLEY SOLID WASTE MANAGEMENT AUTHORITY
Attn: Executive Director
1821 S. Bascom Ave. #405
Campbell, CA 95008

With copy to:

West Valley Solid Waste Management Authority
Attn: Authority Counsel
Logan & Powell, LLP
15466 Los Gatos Blvd., Suite 109
Los Gatos, CA 95032

If to Contractor:

Mill Industries Inc.
Attn: General Counsel
950 Elm Avenue, Suite 200
San Bruno, CA 94066

4.7 ORDER OF PRECEDENCE

In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement with respect to the products or services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.

4.8 ENTIRE AGREEMENT

This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Authority and the Contractor. No terms, conditions, understandings, or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the parties to be bound, shall be binding on either party.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto in Santa Clara County, California on the day and year first above written.


**West Valley Solid Waste Management Authority
"AUTHORITY"**

Signed by:

B28A09412E1241C...
Authority Executive Director

10/28/2024
Date


"CONTRACTOR"

DocuSigned by:

44492E6735E473...
Signature

10/28/2024
Date

Vineet Shahani
Print Name of Signatory

APPROVED AS TO FORM:

DocuSigned by:

00F15E0E71244B4...
Authority Attorney

10/31/2024
Date

Signature Date

Print Name of Signatory

Title of Signatory

ATTEST:

Secretary of the Board Date

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EXHIBIT A:
SB 1383 MULTI-FAMILY PILOT PROGRAM
SCOPE OF SERVICES

SCOPE OF SERVICES:

The Contractor (Mill) will develop and implement the Authority's SB 1383 Multi-Family Pilot Program (MFD Pilot) for a total amount not to exceed fifty thousand dollars (\$50,000). The Contractor will provide the following professional services, educational resources, and required dehydrators for the execution of the MFD Pilot.

MFD Pilot Planning and Program Management Support:

The Contractor will provide a dedicated project manager for the duration of the MFD Pilot. The project manager will be responsible for the overall project oversight, development, implementation, outreach, monitoring, customer service, and reporting of the MFD Pilot activities. The project manager will collaborate closely with the West Valley Solid Waste Management Authority (Authority) to select two (2) Treatment Sites based on, but not limited to, the following preferred criteria, subject to the Authority's approval.

- Each Treatment Site (MFD) to include approximately forty (40) to fifty (50) units.
- Access and enclosure security if available for the Contractor's team for monitoring purposes as available.
- Segregation of materials streams (landfill/garbage, recycling, organics) onsite.
- Property management buy-in of MFD Pilot objectives.

Treatment Site #1 (Control Building – WVC&R Education Only)

WVC&R will provide Treatment Site #1 participants with the following: landfill/garbage, recycling, and organics collection services; signage for acceptable and unacceptable materials; and, SB 1383 educational resources (e.g., move-in kits, newsletters, flyers, and internal container decals). The Contractor will be responsible for establishing an initial baseline measurement, in addition to monitoring and reporting of diversion throughout the application of treatment requirements.

Treatment Site #2 (Dehydrator)

The Contractor will provide each unit at Treatment Site #2 with a dehydrator, along with any additional resources the Contractor believes are reasonably required for the successful operation and use of the equipment and to increase diversion and participation at the Treatment Site. The Contractor will be responsible for establishing an initial baseline measurement, in addition to monitoring and reporting of diversion throughout the application of treatment requirements. The Contractor will design, develop, implement, monitor, and report on MFD Pilot results after testing the use of dehydrators in combination with various outreach and Community-Based Social Marketing (CBSM) focused tactics at Treatment Site #2. The Contractor will be responsible for the monitoring and reporting of diversion, participation, and response to the application of treatment requirements.

MFD Pilot Project Budget:

The scope and costs for Contractor provided professional services, educational resources, and

equipment are described in the following not to exceed budget. In an effort to secure participation, Contractor will absorb costs related to tasks outside of device procurement to allow the full budget to be used for dehydrator infrastructure, if needed. Project tasks and budget estimates are subject to change, as long as the final total project cost does not exceed fifty thousand dollars (\$50,000):

Outreach and Education \$2500

Contractor will design, print, and distribute all education and outreach materials and activities, including but not limited to signage, posters, handouts, and a residential “Happy Hour” event onsite at the Treatment Sites. The Contractor will provide seven- (7-) day/week support to residents via email and within twenty-four hours (24) hours of receipt. The Contractor will also provide ongoing education and support via the Mill app and online at mill.com/support.

Dehydrators \$26,160

The Contractor will provide each participating MFD unit at Treatment Site #2 with a dehydrator (Mill Food Recycler) at no cost to the participating household. Additionally, the Contractor will supply, upon request, replacement dehydrators for tenant turnover, up to ten percent (10%) of the original unit count. The Contractor will be responsible for shipping, delivery, and a five- (5-) year warranty for each dehydrator. The Contractor will provide “white glove” delivery and set up services to each participating MFD unit (unbox, delivery, set-up, Wi-Fi pairing). All dehydrators provided by the Contractor for the execution and implementation of the MFD Pilot shall become the property of MFD Pilot participants, or the property owner if the property owner chooses to maintain ownership at the term of the MFD Pilot. The Contractor shall be responsible for all maintenance and repair costs covered by the five- (5-) year warranty. The Contractor shall provide a method in which the tenant or the property owner of the MFD property can return the dehydrator during or after the term of the MFD Pilot.

Waste Characterization Studies \$18,000

The Contractor will collaborate with the Authority to determine the best methodology and performance metric approaches for up to three (3) waste characterization studies to be performed prior to, during, and at the conclusion of the MFD Pilot. The Contractor will also collaborate with the Authority to select the third-party consultant that will be conducting the MFD Pilot waste characterization studies at both Treatment Site #1 and Treatment Site #2. Selection of the third-party consultant will be subject to the Authority’s final approval.

MFD Pilot Participation Tracking, Surveys, and Case Study \$1,200

The dehydrators provided by the Contractor include real-time monitoring data that tracks participation, online status, daily usage, and measurement of pounds of food processed. The Contractor will utilize this data, along with other data received through the Contractor’s outreach, education, and monitoring activities, to provide both qualitative and quantitative data. The Contractor will also conduct multiple surveys to MFD Pilot participants (tenants, property manager/owners) throughout the MFD Pilot to survey tactics, resources, and approaches utilized throughout the MFD Pilot. At the conclusion of the MFD Pilot, the Contractor will develop a case study to highlight the lessons learned, as well as the quantitative and qualitative results of the MFD Pilot. The Authority retains ownership of the final case study of the MFD Pilot and may share it with other interested parties and/or municipalities.

MFD Pilot Program Timeline:

In collaboration with the Authority, the Contractor intends to commence the MFD Pilot as soon as possible and no later than November 2024, with an anticipated target project completion by December, 2025.

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Agenda Item No. 2

Meeting Date: November 7, 2024

To: West Valley Solid Waste Management Authority Board

From: Executive Director

Subject: Hard-to-Recycle Materials

AGENDA ITEM REPORT

Recommended Action

Receive and discuss a report on options for managing “hard-to-recycle” materials, with presentations provided by both Waste Connections of California Inc., d/b/a West Valley Collection & Recycling (WVC&R) and Ridwell, Inc. (Ridwell) about collection programs for hard-to-recycle materials.

Discussion

The West Valley Solid Waste Management Authority (Authority) recognizes the existence of hard-to-recycle materials within the Authority’s boundaries that ultimately end up in the Authority’s waste stream. Materials are often categorized as “hard-to-recycle” due to the lack of markets accepting these materials and the technical process for collecting and recovering the materials. Examples of hard-to-recycle items include film plastic, expanded polystyrene foam packing materials, textiles, coffee pods, clothing hangers, and flex packaging.

Ridwell is a for-profit, subscription-based, collection and recycling service for niche hard-to-recycle materials. Ridwell started in the Pacific Northwest and has been building its service offerings in the Bay Area over the past couple of years. Ridwell approached the Authority with a request to be authorized to collect material within the service area. Under the municipal codes of the cities of Campbell, Monte Sereno, and Saratoga; ,and the Town of Los Gatos (Member Agencies), all haulers that charge for services are required to be authorized by the Authority. If the Board is interested in authorizing their service, Authority staff can bring back a regulatory framework (e.g. license/permit) for consideration by the Board.

WVC&R is the Authority’s franchised hauler for organic materials, recyclable materials, and solid waste. WVC&R has expressed some concerns about Ridwell’s potential infringement on WVC&R’s exclusive franchise rights due to Ridwell providing services similar to those offered by WVC&R. WVC&R may be able to provide some or all of the scope of services offered by Ridwell. If the Board would like to pursue these services through WVC&R, Authority staff would need to negotiate a change in scope with WVC&R.



No formal legal analysis has been performed by the Authority related to WVC&R's franchise infringement claim. If the Board is interested in developing a regulatory structure for a service provider that is not WVC&R, such legal analysis would be appropriate.

Documents Attached

Ridwell July 1, 2024 Request for Authorized Collection Letter

WVC&R March 1, 2023 Franchise Agreement Exclusivity Letter

WVC&R October 30, 2024 Franchise Agreement Exclusivity Letter

Fiscal Impact

None



July 1, 2024

Mr. Rob Hilton
West Valley Solid Waste Management Authority
1333 Oakland Road
San Jose, CA 95112

Re: Ridwell and the West Valley Solid Waste Management Authority

Dear Mr Hilton:

You and I have had the good fortune of speaking about Ridwell and the interest we have received from residents in the cities served by the West Valley Solid Waste Management Authority (WVSWMA) in utilizing our service to reduce the material they send to the landfill. As our engagement with you about launching our service in the WVSWMA area began over 16 months ago, we are eager to address any questions or concerns that might further delay bringing our waste reduction program to your residents.

To facilitate further discussions with you and your team, I am providing a written overview of why we believe Ridwell's services complement your existing waste diversion efforts and do not conflict with the Authority's franchise agreement. I look forward to reconnecting soon and finding a path forward as quickly as possible!

About Ridwell

Ridwell offers a unique, voluntary, supplemental waste reduction opportunity for households (and sometimes for small businesses with similar needs) to divert items not part of the existing curbside recycling program. The specific items we include in our service vary by jurisdiction, as we tailor our service offering to complement what is recycled through that city's blue bin, effectively expanding the reach of local non-profit donations and recycling dropoff programs.

We only include items in our service when we have identified and vetted a reuse or specialty recycling partner we know will responsibly manage them. Our partners are all North American-based, and [we are transparent](#) about where our items go. Further, we contract directly with individual households and do not rely on public funding or seek franchise agreements.

Since our successful launch in the Bay Area nearly two years ago, our service has expanded to over 30 jurisdictions, including San Jose, San Francisco, Oakland, Berkeley, and many smaller cities throughout San Mateo, Alameda, Contra Costa, and Santa Clara counties. We anticipate launching our service in Marin within the next month or so. This growth is a testament to our service's effectiveness and acceptance in various communities.

What We Intend to Divert

We know that the diversion opportunities through WVSWMA's curbside recycling program are more robust than in many other areas. But, just as we do in every other area where we operate, we do not seek to duplicate any currently available curbside recycling options.



Reviewing the materials published on the [West Valley Recycles website](#), we've identified several items we believe our service could help WWSWMA households keep out of the landfill. These items do not appear to be diverted through your curbside recycling program and include:

- **Multi-layer plastic** - i.e., chip bags, granola bar wrappers, frozen food bags, and more!
- **Styrofoam** - i.e., foam blocks and peanuts
- **Plastic beauty packaging** - i.e., empty toothpaste and ointment tubes, compacts, lipstick and chapstick tubes, and mascara tubes and wands
- **Other hard-to-recycle plastics** - such as bread tags, loose plastic caps, and rigid 6-pack beverage carriers
- **Electronic waste** - i.e., cords and chargers, small portable devices and holiday lights
- **Household bulbs** - i.e., CFLs, LEDs, Halogens, and Incandescent
- **Specific reusable household items for donation** - i.e., non-perishable food or reusable tote bags, books, pet supplies, sporting equipment, school, office, and art supplies, etc. This is part of our rotating featured category, where we work with a local non-profit organization to feature a specific reusable item they need and can distribute amongst their beneficiaries.

Importantly, once we begin providing our service and any of the items above are added to the items recycled through the curbside bin, we will quickly remove those items from our service.

Frequency and Method of Collection

Because we provide opportunities for households to divert reusable and recyclable items that too often end up in the landfill, there is often a misconception that our business is similar to traditional haulers. I wanted to give more context to our operations and membership structure.

- Residents have the option to become Ridwell Members by paying a monthly fee, starting as low as \$14 and rising to \$24, depending on the subscription plan and commitment length. We serve residents of single-family homes, multi-family buildings, and small businesses, though multi-family households and small businesses generally comprise a much smaller portion of our Membership base. Members may cancel, upgrade, or downgrade their Membership at any time, and many Members share their membership with family, friends, or neighbors.
- With a Ridwell membership, Members receive the opportunity to opt into a doorstep pickup every other week of specified items that our partners accept for reuse and recycling (as listed above).
- We provide Members with a steel bin—similar to a traditional milk delivery bin—along with reusable, labeled cloth bags to source-separate their items into.
- The bin remains by the Members' doorstep so our drivers can access it on pickup day. We never service Ridwell bins at the curb.
- Members are required to opt-in to their service every other week. As an environmental service, it is important for us to avoid unnecessary stops and travel on the roads by only sending a van to households when they have items for us to divert.
- Our unionized drivers use dedicated small minivans or delivery vans to do the pickups.
- The items are brought back to our regional warehouse in San Leandro, where the bags of previously source-separated items are emptied. At the warehouse, the items are prepared for delivery or pickup to the reuse or recycling partner.



How We Fit In California

Ridwell's supplemental service aligns with State and Local waste reduction goals, increasing opportunities for residents to waste less by:

- **Expanding easy and specific donations for reuse** - Ridwell's network of local non-profits makes it easy to donate common and specific household items for reuse and support local organizations.
- **Expanding responsible recycling** - Ridwell's service provides an easier and more convenient recycling option for challenging materials like Styrofoam, light bulbs, cords and chargers for folks who don't use or take advantage of dropoff locations, mail-in programs or other alternative diversion opportunities.
- **Helping reduce contamination in commingled bins**—Ridwell's service offers motivated households an easy option to responsibly recycle items that are frequently wishcycled into commingled curbside recycling bins. By collecting these items, we help address contamination challenges and raise awareness of the challenges of recycling these materials.
- **Supporting the implementation of SB 54** - looking forward, Ridwell is an "alternative collection service" under SB 54 that can assist in the recycling of materials not appropriate for the curbside system - i.e., multi-layer plastic, plastic beauty packaging, or Styrofoam.

One of the main reasons we were so excited about our expansion into California is the state's clear, long-standing policy commitment to maximizing waste diversion over landfilling, established in the 1989 Integrated Waste Management Act (the "Act"). Because the Act prioritizes recycling and reuse and empowers local jurisdictions to create programs in order to achieve the Act's goals, Ridwell has quickly expanded to dozens of jurisdictions around the state and, when necessary, has been able to rapidly address local concerns about our relationship with the curbside franchise.

We prioritize compliance with all applicable local and state regulations and provide reporting where requested with or without a formal agreement. Our California facilities are appropriately permitted and we strive to work closely with local waste managers to support local programs and maximize diversion opportunities in each jurisdiction. This is one reason why our service has been embraced in dozens of jurisdictions throughout the State in both the Bay Area and Los Angeles metropolitan areas.

Nearly all of the cities where we operate, not only in California but nationwide, have a franchise agreement with a garbage hauler. After legal review and consultation with local regulators, generally, nothing more than a business license and local or regional reporting is required for us to operate because our service does not conflict with or interfere with the franchise program. However, a more specific license, permit, or authorization is required in a handful of jurisdictions, such as in the City of Los Angeles. In others, such as Alameda, we have signed an MOU establishing the structure and expectations for our service that addressed concerns raised by the franchise hauler and city staff. We are committed to working collaboratively with WVSWMA to ensure a smooth and mutually beneficial operation.



How We Fit in WVSWMA

Ridwell operates alongside franchised municipal hauling programs in nearly all of the 200+ jurisdictions where we provide service because we specifically tailor our offering to complement curbside recycling programs and avoid any conflict with exclusivity provisions in franchise agreements. We believe the same situation would apply here.

The most recent WVSWMA (the Authority) franchise contract establishes exclusivity for “the scope of services described in [the] Agreement” and Ridwell’s proposed optional, supplemental, non-curbside services would scrupulously respect that exclusivity for the following reasons:

1. A large segment of our service is reuse, and donated materials are excluded from the agreement and considered a limitation to the franchise scope (Section 1.2 Limitations to the Franchise).
2. The recyclable materials Ridwell intends to include in its service in the WVSWMA communities (as listed above) are not listed as part of recyclable materials in Exhibit A of the franchise agreement, which identifies what is collected by the Contractor for recycling. Thus, all of the recyclable materials Ridwell would collect fall outside the scope of the recycling materials collection provided by the Contractor and are not covered by franchise exclusivity. Importantly, as indicated earlier, Ridwell is aware that this list could change and the scope of recycling materials collection provided by the Contractor could expand to include items we currently propose to help households divert. If and when any of the items we divert are added to the franchise agreement’s recycling materials collection we will gladly remove those items from our service.
3. All materials collected by Ridwell have been source separated from solid waste by the household for reuse or recycling. The definition of solid waste in Exhibit A of the franchise agreement specifically carves out source separated recyclable materials, among other materials. Importantly, we are not suggesting that all source separated recyclable materials fall outside the franchise agreement’s exclusivity. Many recyclable items are collected for recycling (as discussed above) and are thus covered by the franchise and the long-standing policy established under *the City of San Marcos v. Coast Waste Management (1996)*. Instead, we are saying that the limited set of items that are both source-separated recyclable materials and not collected for recycling under the franchise agreement’s scope of service falls outside franchise exclusivity. These are the items Ridwell proposes to help divert. Any other interpretation of the franchise provisions would stand in direct conflict with the Authority and the State’s waste reduction policy goals by functionally requiring residents to put materials in the landfill that Ridwell’s service could help them recycle, such as multilayer plastic packaging like chip bags and granola bar wrappers.
4. Additionally, if necessary, there is language in the franchise agreement that clearly allows the Authority to authorize services like Ridwell. The agreement directly gives the Authority the power to permit “other Persons besides the Contractor to Collect any and all types of materials excluded from the scope of this Franchise without seeking or obtaining approval of Contractor,” (Section 1.2 Limitations to the Franchise).



Conclusion

Ridwell seeks to provide its optional, complementary diversion service in the WWSWMA service area. Our service does not conflict with the franchise agreement and, more importantly, supports the Authority's waste diversion goals and those mandated by the State of California. We believe our service can significantly contribute to the Authority's efforts and are excited to help support them.

We are looking to begin service in the coming months to meet the requests of over 600 households in the WWSWMA service area currently on a waitlist. We welcome the opportunity to discuss the information in this letter and address any questions the Authority's Counsel or Board of Directors may have.

I have appreciated your ongoing engagement this past year, and, as always, I am happy to answer any additional questions.

Sincerely,

Emily Newcomer

Emily Newcomer

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WASTE CONNECTIONS

March 1, 2023

West Valley Solid Waste Management Authority
ATTN: Executive Director
590 Ygnacio Road, Suite 105
Walnut Creek, CA 94596

Re: West Valley Solid Waste Management Authority Franchise Agreement; Ridwell

To Whom It May Concern,

I am Division Vice President of Waste Connections of California, Inc. d/b/a West Valley Collection & Recycling (“WCN”). I was recently informed that Ridwell plans to offer services that would infringe upon WCN’s exclusive rights within the WCN-franchised area.

The Exclusive Franchise

As you aware, WCN and the West Valley Solid Waste Management Authority (the “Authority”) entered into that certain January 24, 2023 Franchise Agreement for Organic Materials, Recyclable Materials, and Solid Waste Collection Services and Organics Materials and Recyclable Materials Processing (the “Agreement”). By signing the Agreement, the Authority granted to WCN and WCN accepted an exclusive franchise within the Authority. The only relevant limits to the exclusive franchise exist in the case(s) of: (1) source separated recyclable materials that the generator of such materials sells or donates to any other person; provided that there is no net payment made by the generator to such other person; or have a value equal to or more than the cost of collection and (2) those of self-haulers. Such are not the case with Ridwell’s services.

Comprehensive Recyclable Collection

WCN’s recycling obligations are extensive and comprehensive; under the Agreement, Recyclable Materials to be collected include:

Metals: aerosol cans, aluminum foil, aluminum pans, beverage cans, can lids, car parts, doors and screens, electrical motors, food and soup cans, furniture, hangers, keys, lids and caps, nuts and bolts, paint cans, pet food cans, pipes, plumbing fixtures, pots and pans, empty propane tanks, scrap metal, screws and nuts, tools, toys, umbrellas, and utensils.

Paper: aseptic packaging, books, carbonless paper, Cardboard, catalogs, cereal boxes, coffee cups, colored paper, computer paper, construction paper, coupons, egg cartons, envelopes, frozen food boxes, gift wrap, juice boxes, junk mail, magazines, mailers, milk cartons, newspapers (including



inserts), office paper, paper bags, clean pizza boxes, shoe boxes, bagged shredded paper, and telephone books.

Plastic: baby wipe containers, baskets, beverage bottles, bleach/ detergent bottles, buckets, coffee cup lids, crates, flowerpots, food containers, furniture, hangers, household cleaner bottles, mouthwash bottles, pet carriers, HDPE pipes, plastics (numbers one (1) through seven (7)), prescription bottles, shampoo bottles, shelving, squeeze bottles, swimming pools, take-out containers, and toys.

Clean Clear Film Plastics: bread bags, bubble wrap, cellophane bags, dry cleaning bags, frozen food bags, newspaper bags, pallet wrap, plastic liners, plastic wrap, produce bags, and shrink wrap.

Glass: clear beverage and food bottles and containers, whole or broken glass from beer bottles, fruit juice bottles, food jars, and wine bottles. Does not include glass bakeware, Pyrex or ceramics.

Miscellaneous: No textiles in Recycle Bin.

WCN's exclusive services even include household batteries, household hazardous waste, and used cooking grease (with reasonable restrictions). With such a comprehensive list, there is no need for third-party assistance in the collection of such materials. As such, Ridwell's services are not only an infringement upon WCN's exclusive rights under the Agreement, but simply unnecessary given the breadth of the service provided.

If you have any other questions, please feel free to contact me.

Sincerely,



Adam Gooderham

Rob Hilton
590 Ygnacio Valley Road, Suite 105
Walnut Creek, CA 94596





October 30, 2024

Rob Hilton
HF&H
201 N Civic Drive Ste. 230
Walnut Creek, CA 94596

Dear Rob,

I'm writing to discuss some issues we feel are important to discuss/resolve so there is no confusion/misinformation provided during the upcoming Ridwell presentation to the board.

Primarily, we would like to come to a mutual understanding on what specific items Ridwell is allowed to collect in the West Valley area without violating the exclusivity of our agreement, as our legal department has reviewed the matter and believes Ridwell's proposed services fall within the scope of the exclusive franchise.

In particular, Article 4 of the Agreement defines the scope of the franchise as the Collection and Transportation of Recyclable Materials, Organic Materials, Solid Waste, and Bulky Items as more particularly described in Article 4 and Exhibit B. In reviewing their website, Ridwell proposes to offer the same services with respect to those categories of materials. Ridwell's public marketing information advertises its Collection and Transportation services with respect to the following materials:

Material	Type	Material	Type
Plastic Film	Recyclable Materials	Bread Tags	Recyclable Materials
Textiles	Reusable Materials	Prescription Pill Bottles	Recyclable Materials
Batteries	Universal Waste	Flat Lids	Recyclable Materials
Light Bulbs	Solid Waste	Fluorescent Light Tubes	Universal Waste
Clear Plastic Clamshells	Recyclable Materials	Kitchenware	Recyclable Materials
Styrofoam	Solid Waste	Electronics	Bulky Items
Bottle Caps	Recyclable Materials		

As noted above, each material falls within the definition of the materials for which the franchise was granted—i.e., the collection and transportation of each material is within the scope of the exclusive franchise.

It is unclear how Ridwell proposes to collect and transport these materials in a way that would fall outside the scope of the franchise or that would satisfy any of the limited exclusions. If Ridwell can do neither, then its provision of such services within the Authority would plainly infringe on our exclusive Agreement. Additionally, the Agreement imposes an obligation on both the Authority and WVC&R to use their reasonable best efforts to enforce the exclusive nature of the franchise.

As Paul and Aaron discussed with you last week, we do have some additional service offering ideas we would like to present to the Board in the future. But at this time, we'd like to request a postponement on any presentation by Ridwell until the Authority and WVC&R are on the same page on the items I've brought up here.

After we've reached a mutual understanding, I believe it would be productive for Ridwell and the Board to receive clear information on the topic. Also, as the franchised hauler who could potentially incorporate additional services for West Valley residents into our current activities, we would request the opportunity to present to the Board in a separate meeting prior to receiving a presentation from Ridwell. After our presentation if the Board would still find value in a Ridwell presentation we would request that information presented by Ridwell be vetted ahead of time by both the Authority and WVC&R to ensure compliance with our agreement, and that we have the opportunity to present during that meeting after Ridwell's presentation to provide any clarification on our services.

We welcome the opportunity to further discuss these issues with you and to further optimize the services we offer the Authority for the remainder of the ten-year term.

Sincerely,



Kevin Boyd
(360) 448-1978



WEST VALLEY

Solid Waste Management Authority

CAMPBELL • LOS GATOS • MONTE SERENO • SARATOGA

Agenda Item No. 4

Meeting Date: November 7, 2024

To: West Valley Solid Waste Management Authority Board

From: Executive Director

Subject: Recent Regulatory and Legislative Changes

AGENDA ITEM REPORT

Recommended Action

Receive a report on recent regulatory and legislative changes.

Discussion

California Legislative Updates

The 2023-24 State of California (State) legislative session concluded on September 30, 2024. The “2024 Legislative Session” section below highlights Assembly Bills (AB) and Senate Bills (SB) that were signed into law by the Governor during the 2024 legislative year. The bills selected were identified by the West Valley Solid Waste Management Authority’s (Authority) Executive Director as being of interest to the Authority. In addition to current bills, the “Existing Legislation and Regulations” section below identifies updates to rulemaking processes and implementation of certain existing legislation. The Authority Executive Director will continue to monitor and update the Board when new bills or modifications to existing bills may be of particular interest to the Board.

2024 Legislative Session: Bills Signed into Law

Organic Waste Bills

SB 1383 Modifications

- **AB 2346 (Lee)** – This bill expands the activities that jurisdictions may count toward their SB 1383 recovered organic waste product (ROWP) procurement target, including: i) compost from small composting operations, vermicomposting, and mushroom composting; ii) up to 10% of the target through mulch from jurisdiction tree trimming and recovered edible food; and, iii) until December 31, 2025, 10% of the target through investments in community composting and equipment for application of mulch and compost.

The bill allows procurement without a direct service provider (DSP) agreement, under certain



circumstances. The bill also allows calculation of the ROWP target using local waste characterization data, rather than Statewide data. The bill also allows jurisdictions to comply through a five-year procurement target rather than an annual target.

- **AB 2902 (Wood)** – This bill extends the SB 1383 rural jurisdiction exemption until December 31, 2026, with five-year renewal periods thereafter. The bill excludes the residents covered by a low population waiver or elevation waiver from being counted in the population for the ROWP target calculation. The bill adds bear bins as eligible for grant funding and exempts bear bins from bin lid color requirements. The bill also reduces frequency of jurisdiction SRRE and HHWE review to every 4 years instead of 2 years.

Other Organics Bills

- **AB 660 (Irwin)** – This bill requires, on or after July 1, 2026, manufacturers, processors, or retailers responsible for labeling food with quality or safety dates to use standardized terms on such labels and would prohibit a person from selling a food item on or after this date that does not comply with such labeling requirements or that is labeled with the phrase “sell by.”
- **SB 1046 (Laird)**- This bill requires CalRecycle to prepare and certify, by January 1, 2027, a program environmental impact report that streamlines the process with which jurisdictions can develop and site small and medium compostable material handling facilities or operations for processing organic material.

Plastics Reduction and Recycling Bills

- **AB 2511 (Berman)** – This bill extends the inoperative date of the beverage container market development payment program to July 1, 2027 and repeals the program as of January 1, 2028.
- **SB 1053 (Blakespear)** – This bill, commencing January 1, 2026, revises and recasts provisions of existing State law prohibiting grocery stores from providing single-use carryout bags to, among other things, revise the definitions of “single-use carryout bag” to “carryout bag.” The bill revises the definition of “recycled paper bag” to require it be made from a minimum of 50% post-consumer recycled material on and after January 1, 2028. The bill also requires a reusable grocery bag sold by a store to a customer at the point of sale to meet different requirements. Effectively, these changes would not allow certain “thicker” plastic film bags to be provided as a “reusable bag,” and will only allow recyclable paper bags to be distributed or offered for sale at the point of sale.
- **SB 1113 (Newman)** – This bill extends the existing beverage container recycling pilot program until January 1, 2034.

Extended Producer Responsibility (EPR) / Product Stewardship Bills

- **AB 863 (Aguiar-Curry)** – This bill revises the State’s carpet stewardship program. Producers of



covered products must form and join a single producer responsibility organization (PRO). The PRO must conduct public outreach and surveys, develop plans and submit reports to CalRecycle, pay administrative fees, and provide grants to apprenticeship programs. The bill also establishes requirements and targets for direct carpet to carpet recycling, and updates labeling requirements for cost effective sorting. The bill authorizes CalRecycle to adopt regulations to bring the program into compliance, and increases the penalty amounts for violations of the carpet stewardship laws.

- **SB 707 (Newman)** – This bill enacts a stewardship program known as the Responsible Textile Recovery Act of 2024, which requires a producer of apparel or textile articles to form and join a producer responsibility organization (PRO). The PRO must develop a plan, for CalRecycle approval, for the collection, transportation, repair, sorting, recycling, and proper management of such apparel and textiles. The bill includes additional details regarding enforcement, reporting, and more.
- **SB 1143 (Allen)** – This bill expands the scope of the current architectural paint stewardship program to include “paint products” defined as architectural coatings, aerosol coating products, nonindustrial coatings, and coating-related products. The bill would exempt certain products until January 1, 2028 or until the date that these products get implemented into the stewardship plan, whichever comes first.
- **SB 1280 (Laird)** – This bill would, on and after January 1, 2028, prohibit the sale, or offer for sale, of propane cylinders unless they are reusable or refillable.
- **SB 1384 (Dodd)** – This bill would establish “right to repair” requirements for manufacturers of powered wheelchairs, including the requirement for manufacturers to provide parts, documentation, and other tools to owners and/or repair providers on reasonable terms. Repair providers would be required to provide notice to customers before providing such repair services.

Miscellaneous Bills

- **AB 2632 (Wilson)** – This bill would prohibit a local agency from treating a thrift store differently from a non-thrift retail store for purposes of zoning, development standards, or permitting,
- **PFA-Related Bills** – AB 347 (Ting) requires the Department of Toxic Substance Control (DTSC) to adopt regulations and enforce existing prohibitions on PFAs; and AB 2515 (Papan) bans PFAs in menstrual products.

Local

The Technical Advisory Committee (TAC) of the Santa Clara County Recycling and Waste Reduction Commission (RWRC) meets monthly. In addition, multiple local subcommittees attend TAC



including, but not limited to, those related to SB 1383 and public education and outreach. The meetings are being attended by representatives from the cities of Campbell, Monte Sereno, and Saratoga; the Town of Los Gatos (Member Agencies); and, the Authority. TAC is also discussing how to address concerns around declining funding from County fees received on solid waste tons disposed in the County. The Authority will be participating in these discussions at the regularly scheduled TAC meetings. Additionally, the Authority is a member of a TAC subcommittee formed solely to review the need for modifications to the current fee program.

Existing Legislation and Regulations

- **SB 54:** SB 54 (Plastic Pollution Prevention and Packaging Producer Responsibility Act) was signed into law on June 30, 2022. The bill requires producers to ensure that single-use packaging and single-use plastic food service ware are recyclable or compostable by 2032 and achieve 25% source reduction and a 65% recycling rate of covered materials, on specified timeframes. The bill requires producers of covered materials to join a Producer Responsibility Organization (PRO), which shall be responsible for implementing programs, submitting plans and reports, and meeting established targets. The PRO is required to fully fund the cost of the program, including costs incurred by local jurisdictions and recycling service providers for managing covered materials.

CalRecycle is required to finalize regulations to implement SB 54 By January 1, 2025. Some recent developments in the SB 54 rulemaking and implementation process include:

- The formal rulemaking period for the SB 54 regulations is underway. CalRecycle released the second draft regulations on October 14, 2024, followed by a public comment period ending November 4, 2024.
- The prior draft of the SB 54 regulations was released on December 28, 2023, with a revised version on March 8, 2024, and CalRecycle received 2,500 individual comments during the public comment period.

The prior draft of the SB 54 regulations was released on December 28, 2023, with a revised version on March 8, 2024, and CalRecycle received 2,500 individual comments during the public comment period.

- On July 1, 2024, in accordance with the SB 54 timeline, CalRecycle published a revised list of SB 54 covered material categories. The list does not include a determination of whether each material type is potentially recyclable or compostable in the State; however, CalRecycle will update those determinations annually starting January 1, 2025. SB 54 will require all of California's curbside programs to accept materials on the covered materials list deemed compostable or recyclable.
- CalRecycle appointed an Advisory Board with representatives from a variety of sectors, including local government. The Advisory Board will meet on an on-going basis and those meetings are open for public attendance and comment. CalRecycle's website includes links to past meeting recordings and materials.



In order to relieve the burden from municipal agencies and ratepayers, which is the goal of this legislation, engagement from local jurisdictions will be critical. The Authority and Member Agencies can engage in a variety of ways, including attending informational webinars, joining working groups, attending CalRecycle public workshops, submitting individual or coalition comment letters, and discussing early preparation for potential program impacts.

The Authority's Executive Director will continue to participate in the rulemaking process and other stakeholder collaboration opportunities and will update the Board with any developments in the regulations that may impact Member Agencies.

- **AB 1201 and SB 343:** AB 1201 (compostability labeling) and SB 343 (recyclability labeling), are both currently in the CalRecycle rulemaking process. On December 21, 2023, as required by AB 1201, CalRecycle released a determination declaring the non-feasibility of separately collecting organic waste suitable for use in organic agricultural applications from organic waste not suitable for such use. This determination will have impacts on the determinations of recyclability and compostability of the SB 54 covered materials category list. There will be other intersections between AB 1201, SB 343, and SB 54, and the Authority's Executive Director will be tracking these developments.
- **Advanced Clean Fleet (ACF) Regulations:** The California Air Resources Board (CARB) developed regulations to transition all medium- and heavy-duty diesel trucks to zero-emissions vehicles (ZEVs) by 2045. State and local government, including cities, counties, special districts, and State agencies, are required to purchase ZEVs so that 50% of fleet vehicles are ZEVs beginning in 2024, and 100% of fleet vehicles are ZEVs by 2027. These timelines and requirements are subject to change pending the passage of AB 2626 and/or AB 3219 (See Advanced Clean Fleets Implementation section above). "Specialty vehicles," which include solid waste collection fleets, can be evaluated under the "ZEV milestone" option, which allows agencies more time to comply. Aptly named, this option prescribes the following milestones, measured by percentage of ZEV specialty vehicles and year: 10% by 2030, 25% by 2033, 50% by 2036, 75% by 2039, and 100% by 2042. Certain exemptions may be available related to infrastructure construction delays, delivery delays, availability, daily usage amounts, back-up vehicles, and emergency conditions. Additionally, CARB's final resolution acknowledged the importance of biomethane derived from organic waste to implement SB 1383. CARB will require staff to coordinate across State agencies and provide, by 2025, a report describing how the implementation of ACF regulations, SB 1383, and SB 1440 will be harmonized.

Documents Attached

None

Fiscal Impact

None

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Agenda Item No. 5

Meeting Date: November 7, 2024

To: West Valley Solid Waste Management Authority Board
From: Executive Director
Subject: Recent Solid Waste Program and Customer Service Updates

AGENDA ITEM REPORT

Recommended Action

Receive a report on the West Valley Solid Waste Management Authority's (Authority) solid waste and customer service programs.

Discussion

Summary

The Authority contracts with West Valley Collection & Recycling (WVC&R) to provide solid waste and recycling collection services. In addition to providing quality collection service, WVC&R is responsible for providing various forms of education, outreach, and other customer service to customers within the Authority, ensuring successful recycling programs that conform and comply with requirements imposed by the State of California (State). The Authority monitors WVC&R's programs and performance to determine if WVC&R's performance is meeting the requirements of the Agreement between the Authority and WVC&R for Organic Materials, Recyclable Materials, and Solid Waste Collection Services and Organic Materials and Recyclable Materials Processing (Collection Agreement). The figures in this agenda report summarize the status of each program and indicate the following program trends.

- **Customer Participation in Organics Programs.** During the implementation of organics collection programs in 2022, there was an increase in the total volume of service provided to customers as organics collection containers were provided to customers that did not previously subscribe to organics service. During 2022 and 2023, there was a steady increase in the total amount of organic waste collected; however, organic recycling participation began to slow and level off during the later months of 2023 into 2024. Organics service volume has seen a recent increase, approximately 19% over the last 12 months, due to changes under the new Collection Agreement. The Authority expects to see an increase in the amount of organic materials diverted from landfill as WVC&R increases the amount of technical assistance and residents and businesses increase their participation in the organics recycling program.



- **Bulky Item Collection.** The Authority has seen increased participation in the bulky item collection program due to enhancements negotiated as part of the Collection Agreement with WVC&R. Single family residents now receive three annual on-call bulky item collections and multi-family residents receive one annual on-call bulky item collection. The most recent months' data indicates the participation in these programs may be leveling off.
- **Missed Collections.** The Board and Authority have continually monitored the reliability of collection service, due to WVC&R's various performance issues. WVC&R started showing improvement in September of 2023; however, WVC&R's collection reliability decreased in early 2024, which may have been caused by the implementation of new routes under the new Collection Agreement. Recent months have shown decreased missed collections when compared to the spike in early 2024 but have held consistently at a rate higher than that of late 2023.
- **Customer Service.** Call volumes and hold times have been steadily increasing in 2024 as Authority residents and business have questions about changes to solid waste programs, such as multi-family bulky-item collection, and rate adjustments. Incoming calls, as well as hold times, have increased by approximately 67% from January to August of 2024, increasing from 45 seconds to 105 seconds.

Collected Tonnage

Figures 1 through 4 represent WVC&R's reported tonnage data by material type for September 2023 through August 2024 in the cities of Campbell, Monte Sereno, Saratoga; and the Town of Los Gatos (Member Agencies).

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Figure 1. City of Campbell Tonnage

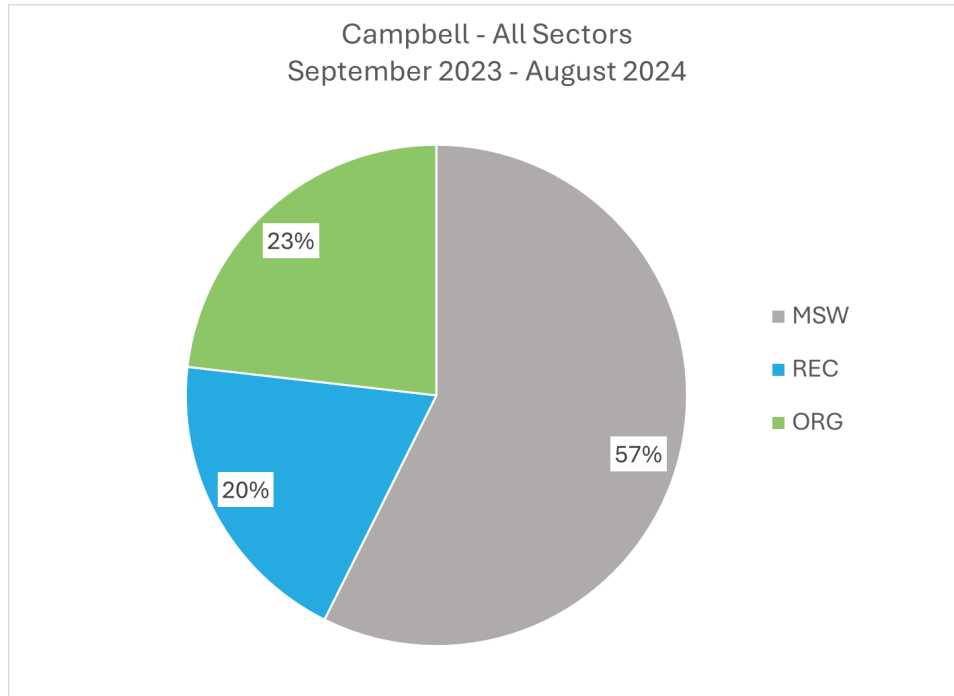


Figure 2. Town of Los Gatos Tonnage

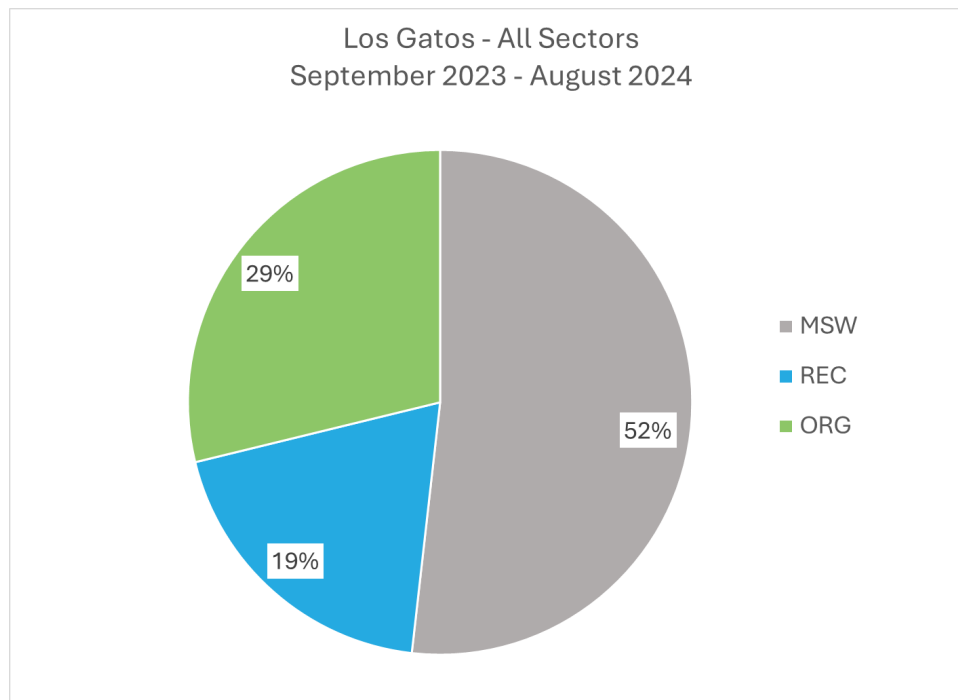




Figure 3. City of Monte Sereno Tonnage

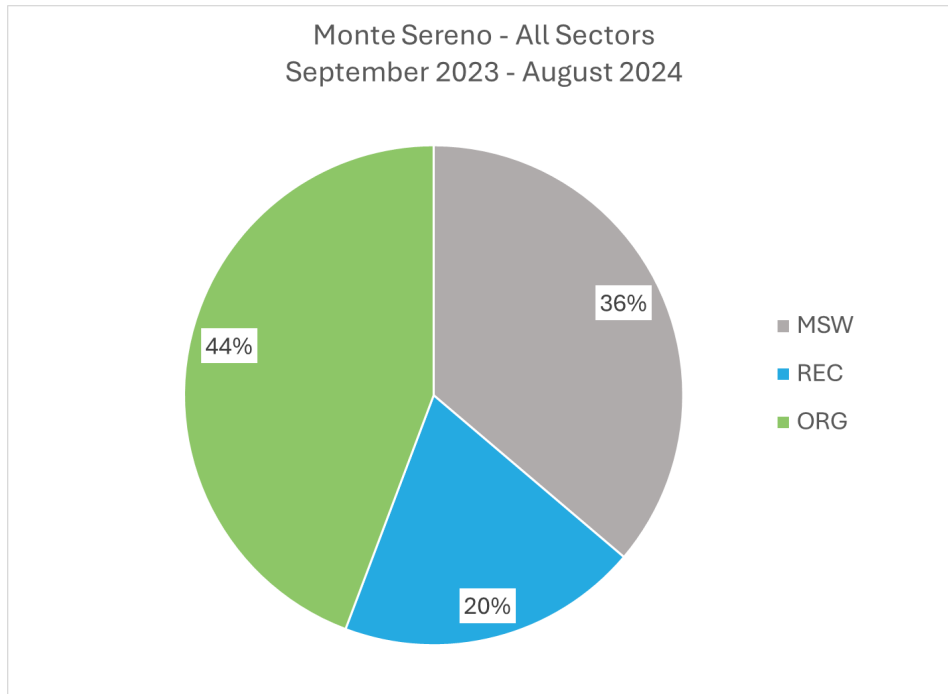
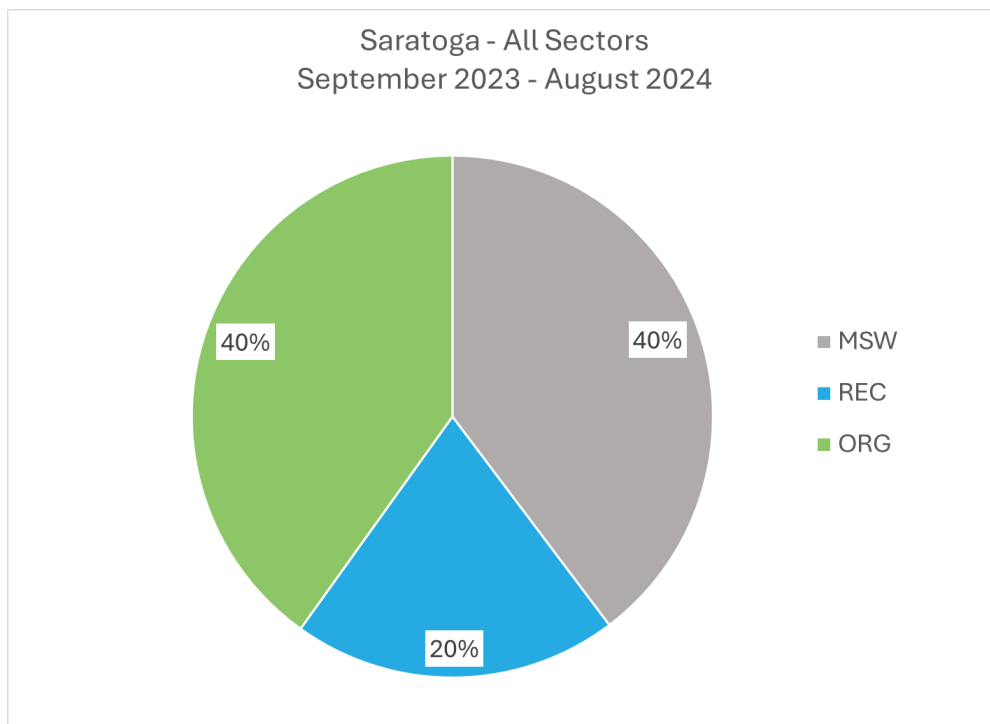


Figure 4. City of Saratoga Tonnage





Figures 5 through 13 represent WVC&R’s reported tonnage and diversion rate for single family (Figure 5), multi-family (Figure 8), and commercial (Figure 11) customers. Figures 6, 7, 9, 10, 12, and 13 compare the total volume of recycling or organic service levels to the average density (pounds per cubic yard) of customers carts and/or bins. These measures are used by the Authority to monitor recycling participation levels within the Member Agencies.

Figure 5. Single Family Tonnage and Diversion

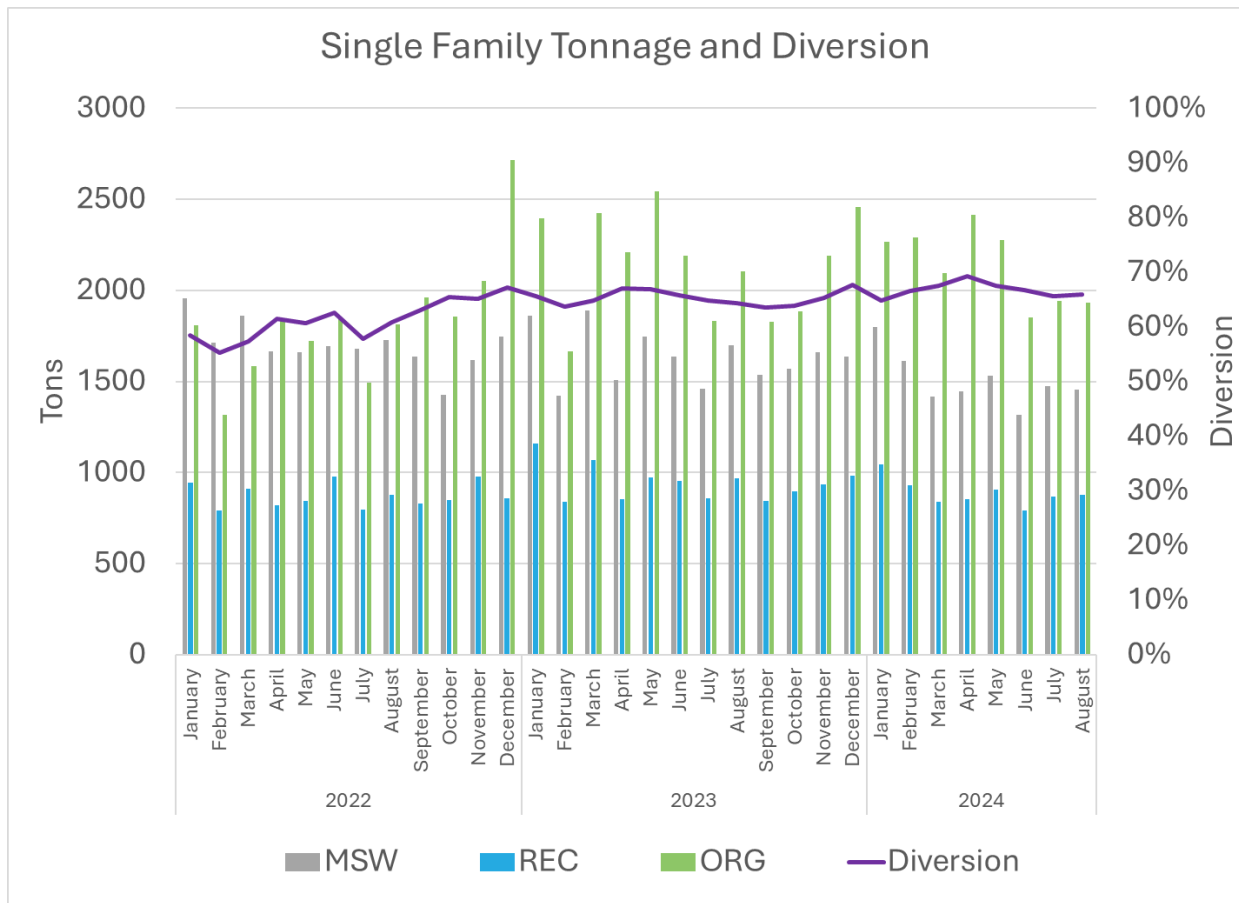




Figure 6. Single Family Recycling

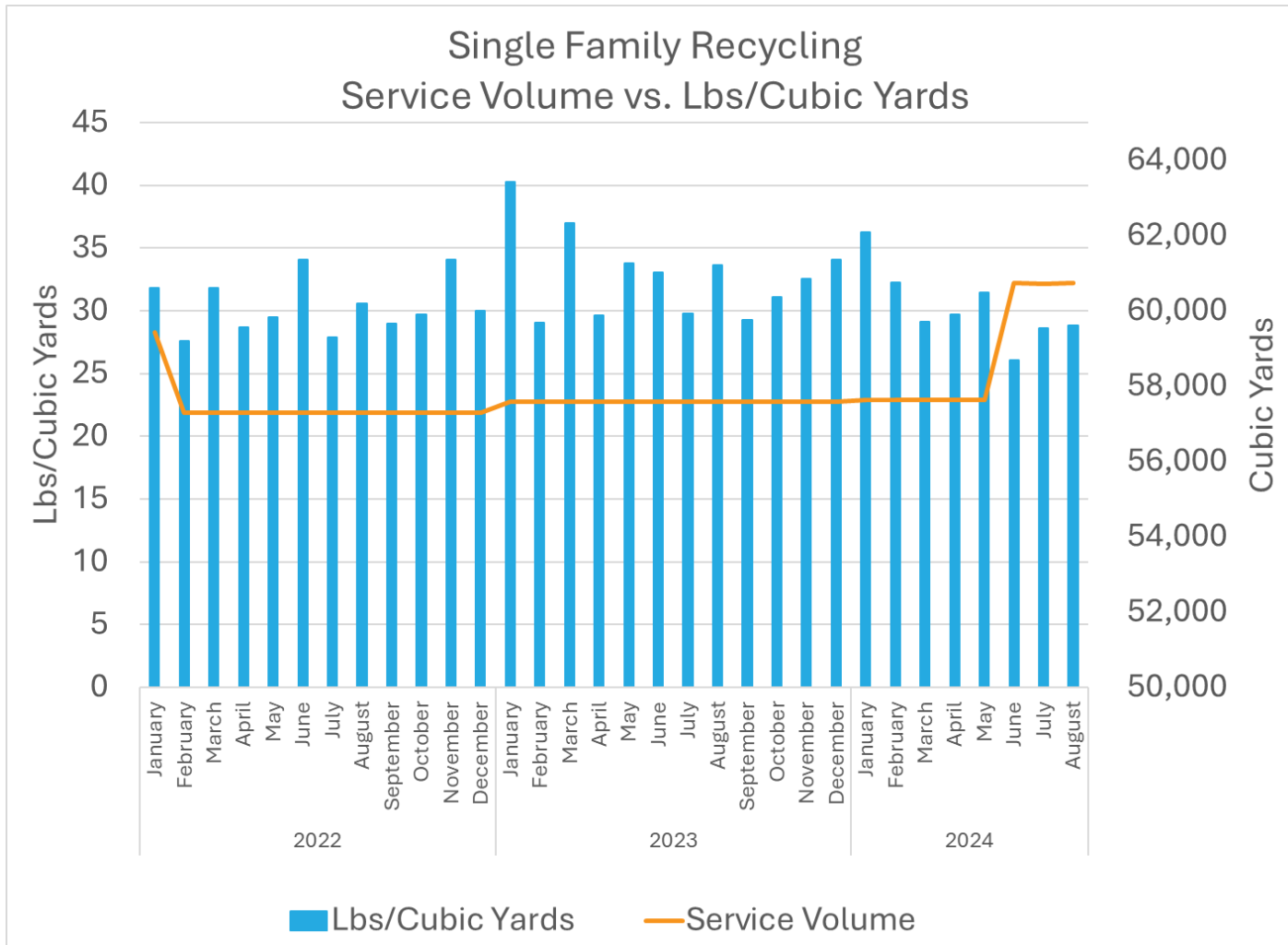


Figure 7. Single Family Organics

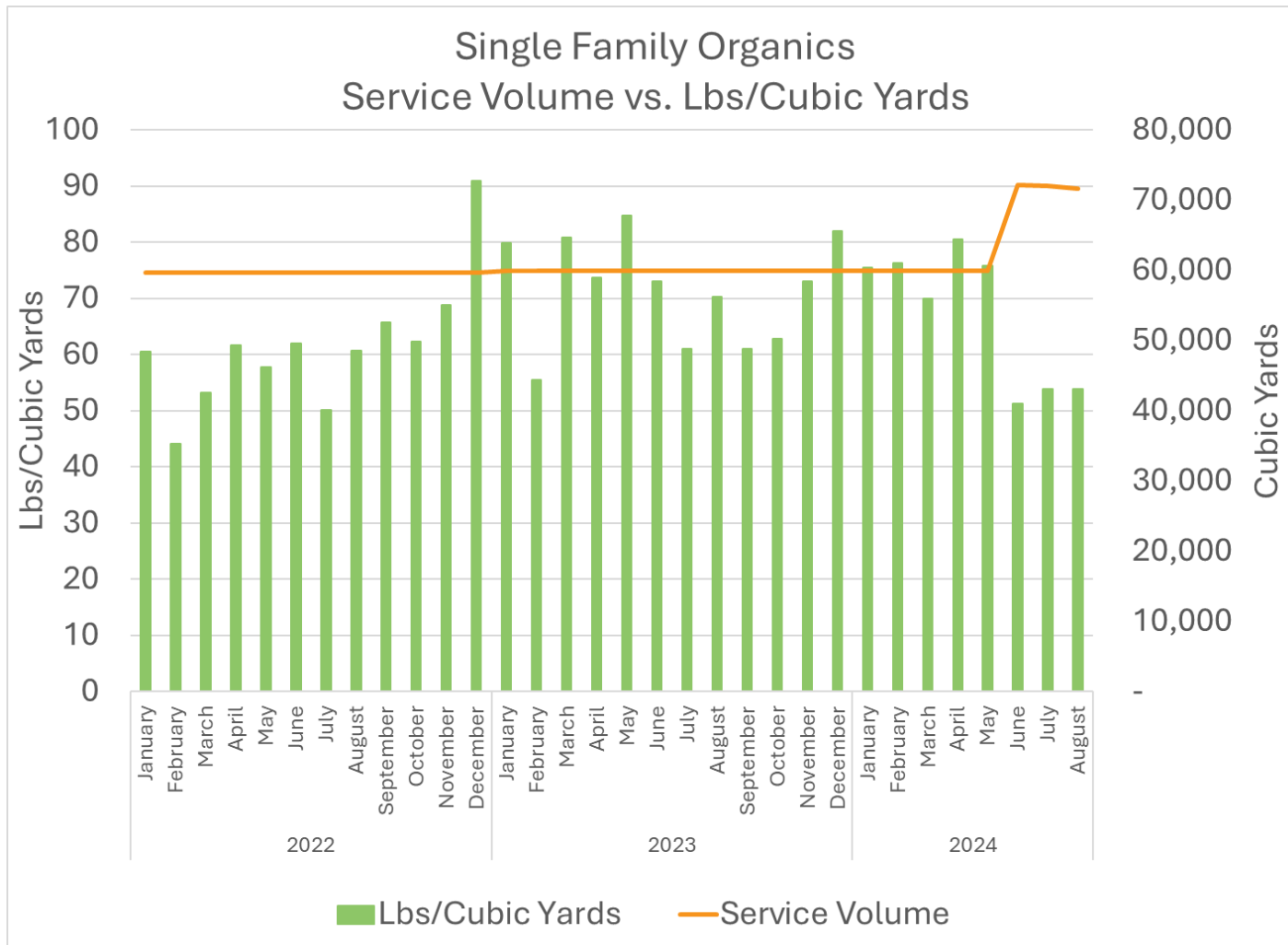


Figure 8. Multi-Family Tonnage and Diversion

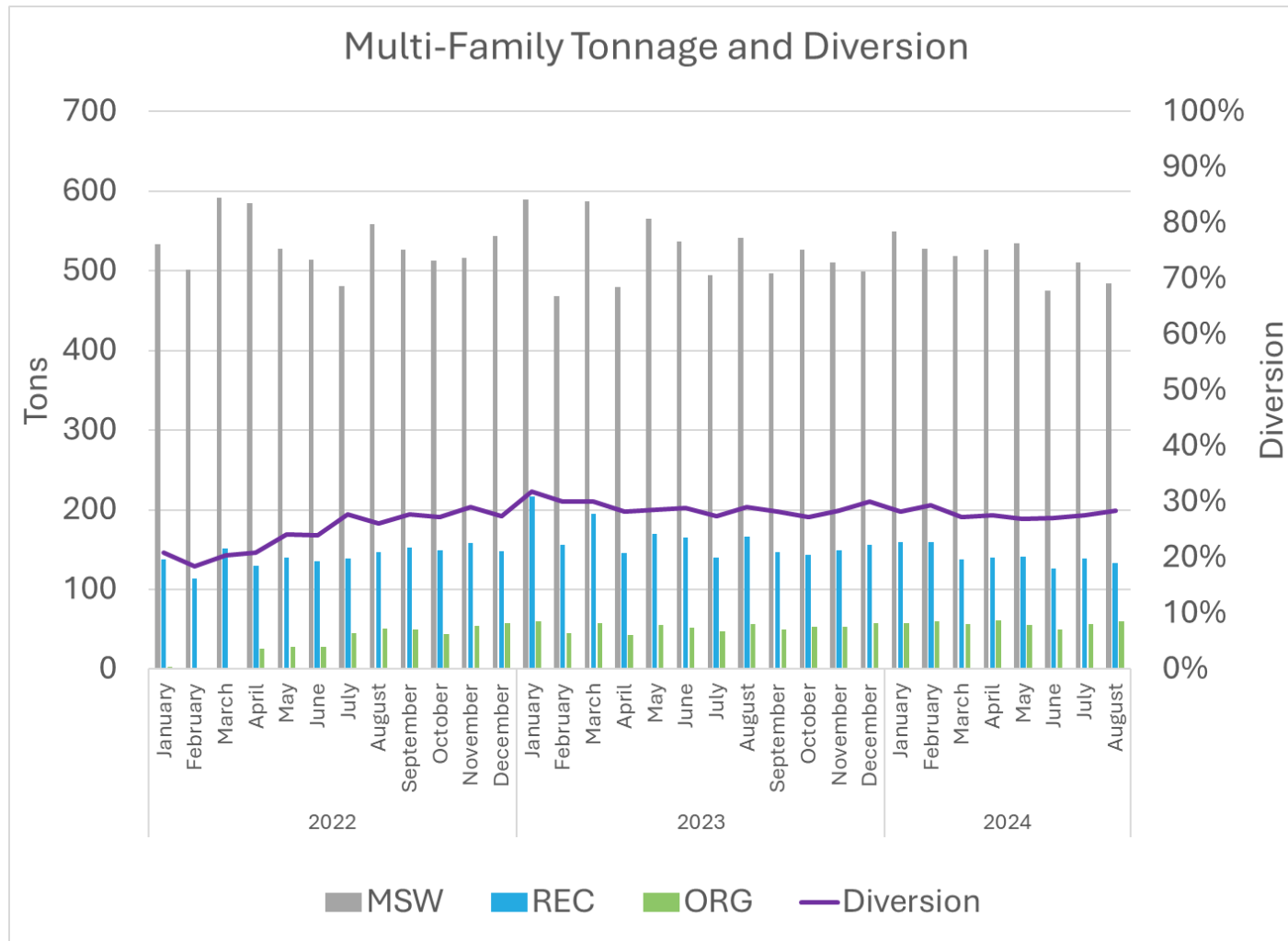




Figure 9. Multi-Family Recycling

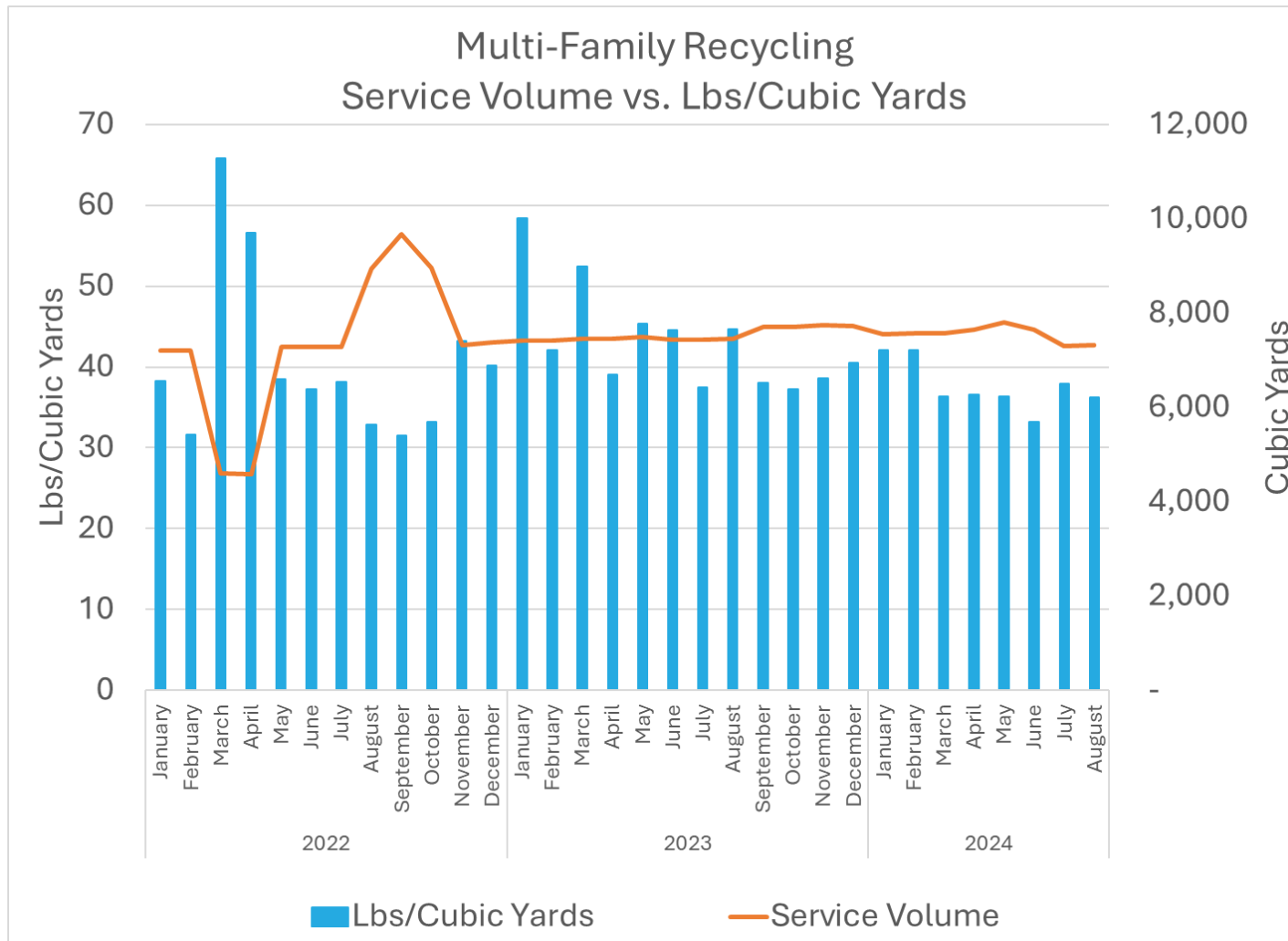




Figure 10. Multi-Family Organics

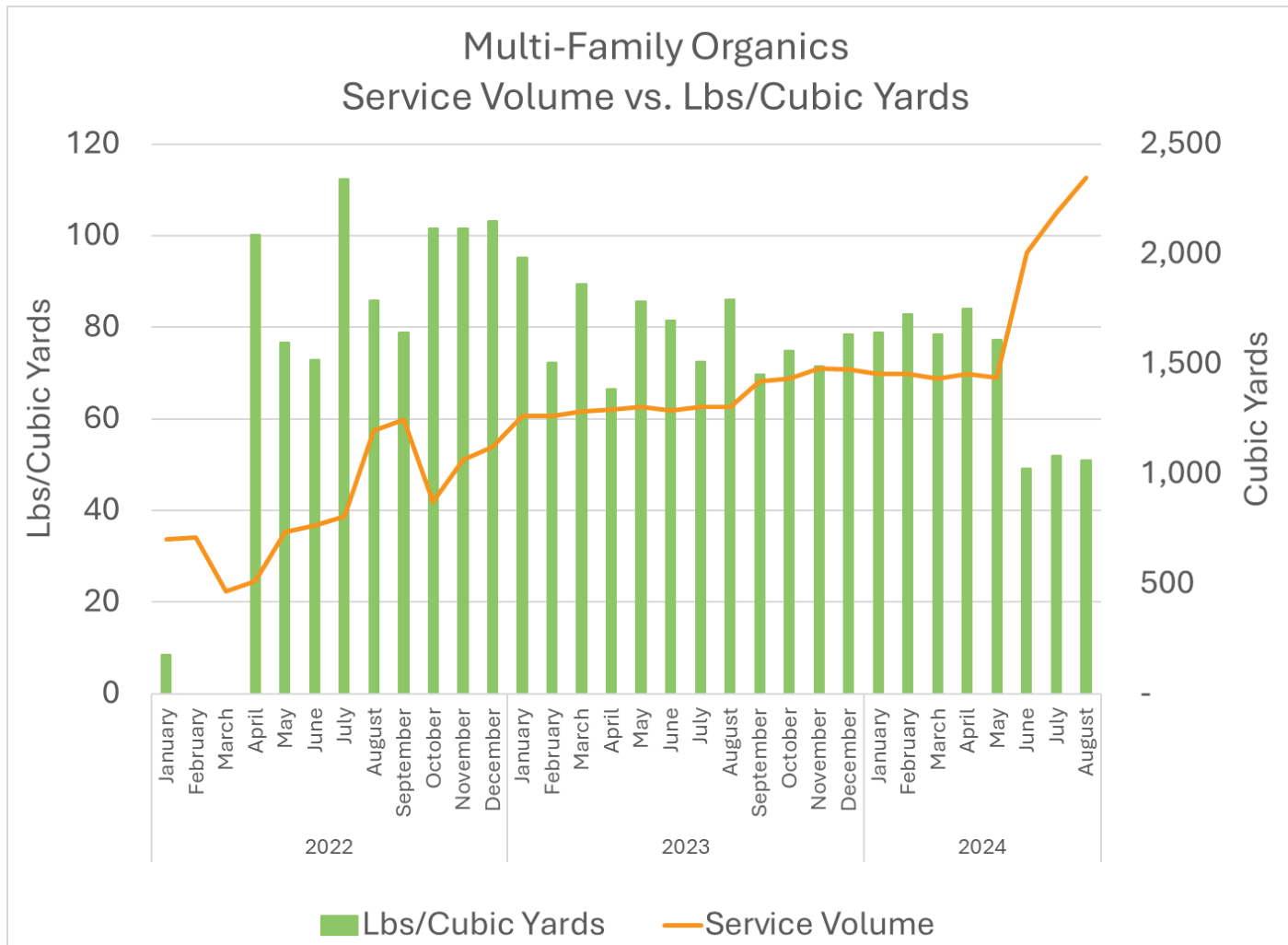




Figure 11. Commercial Tonnage and Diversion

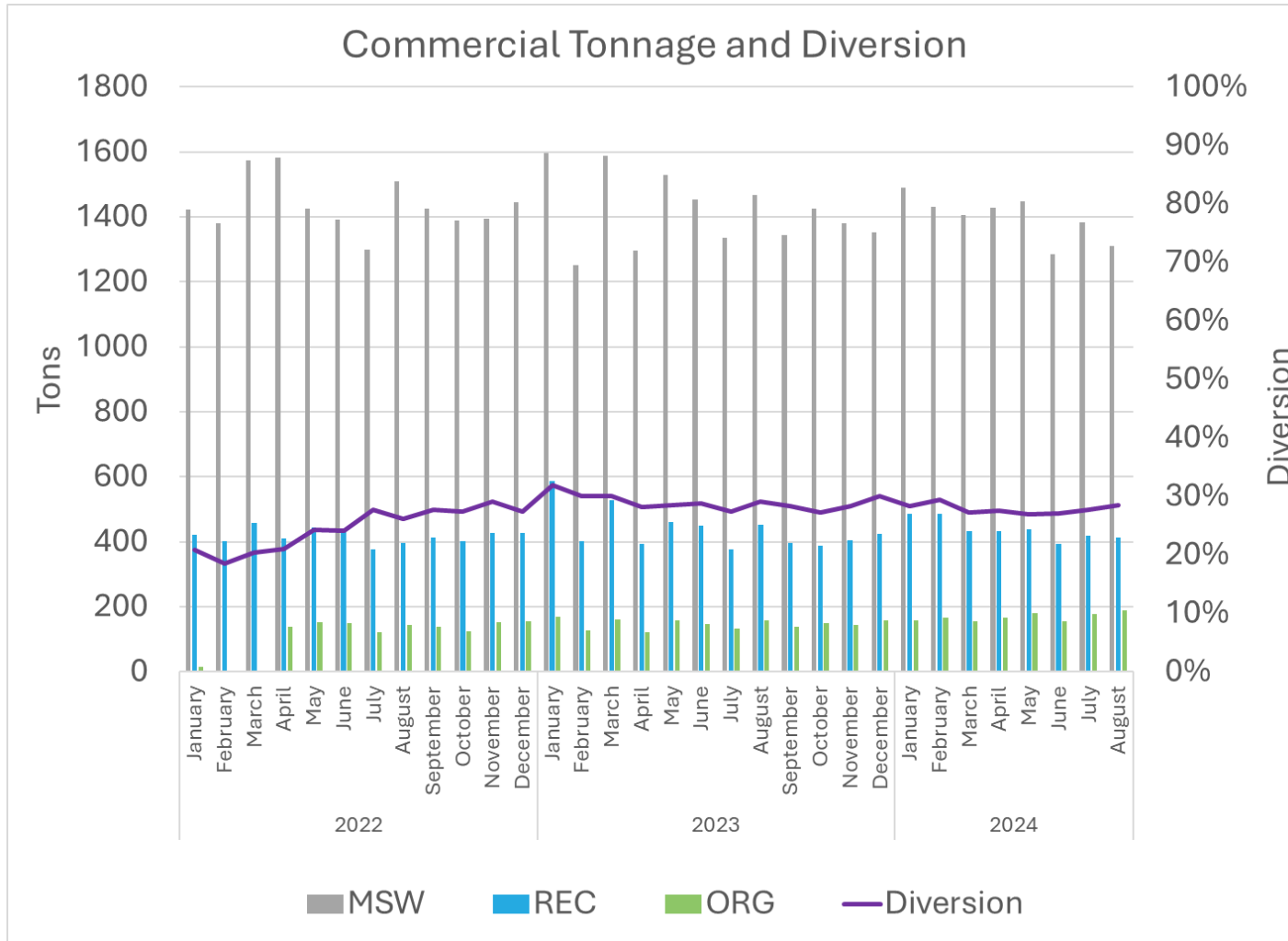




Figure 12. Commercial Recycling

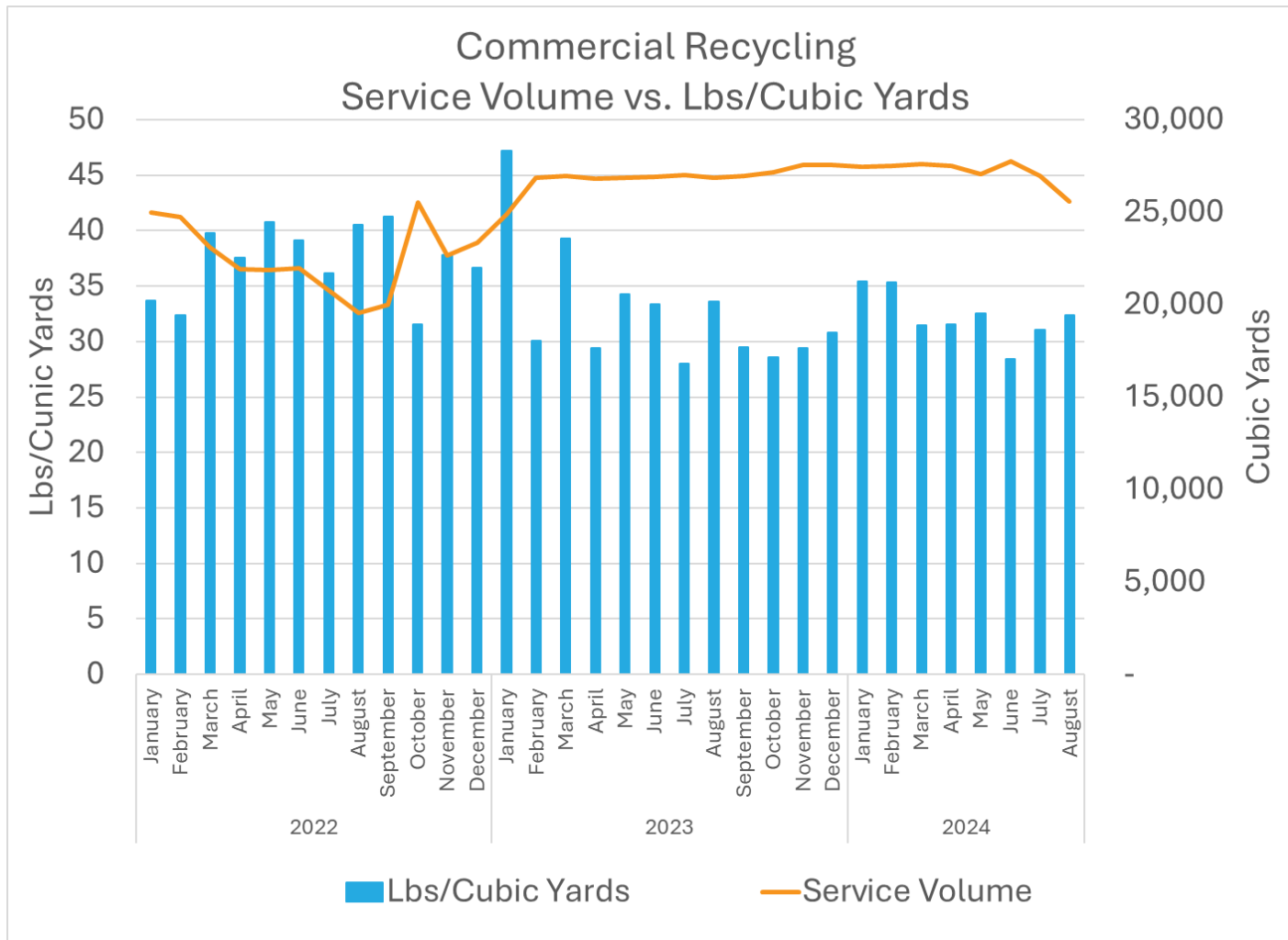
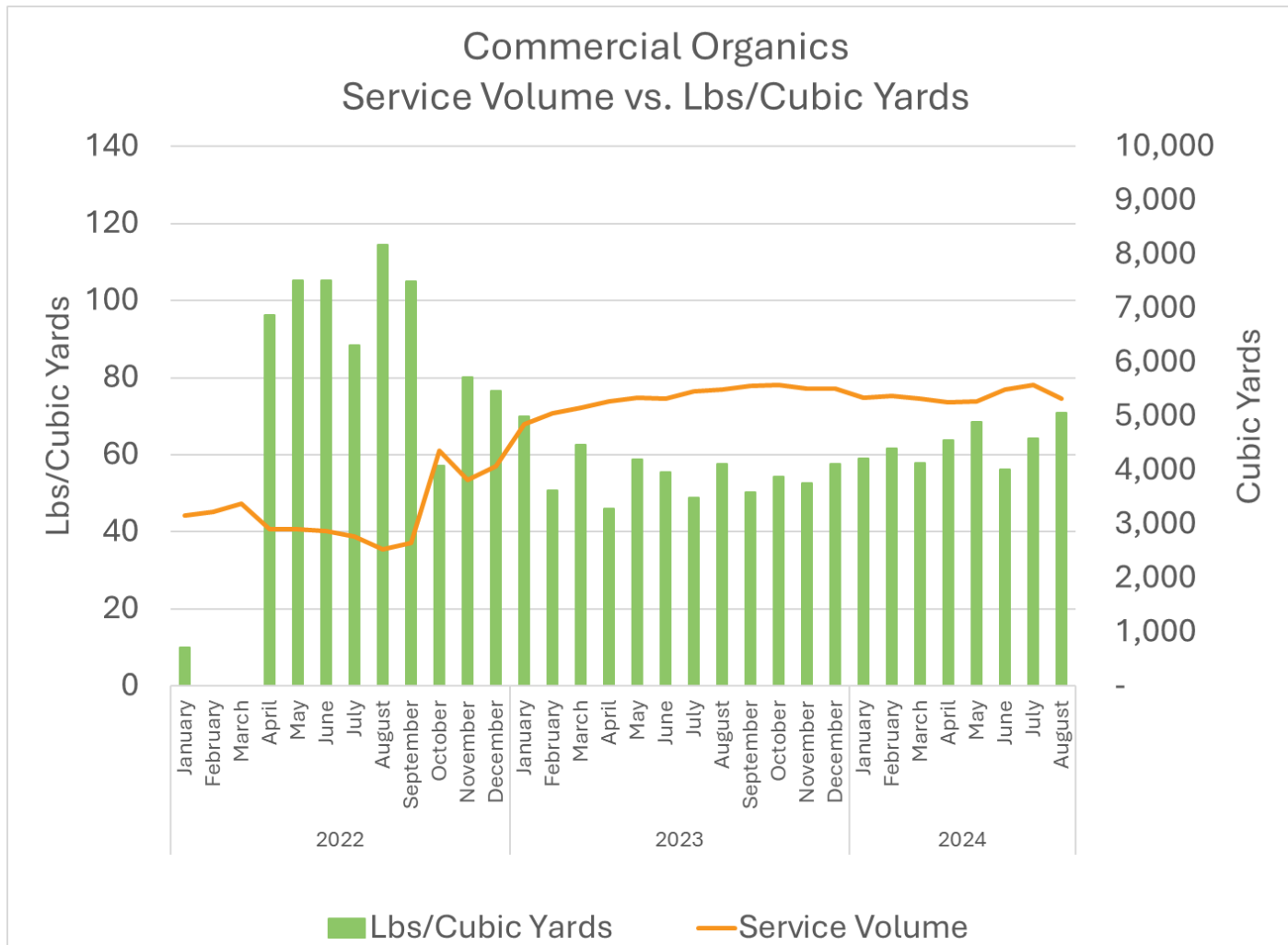




Figure 13. Commercial Organics

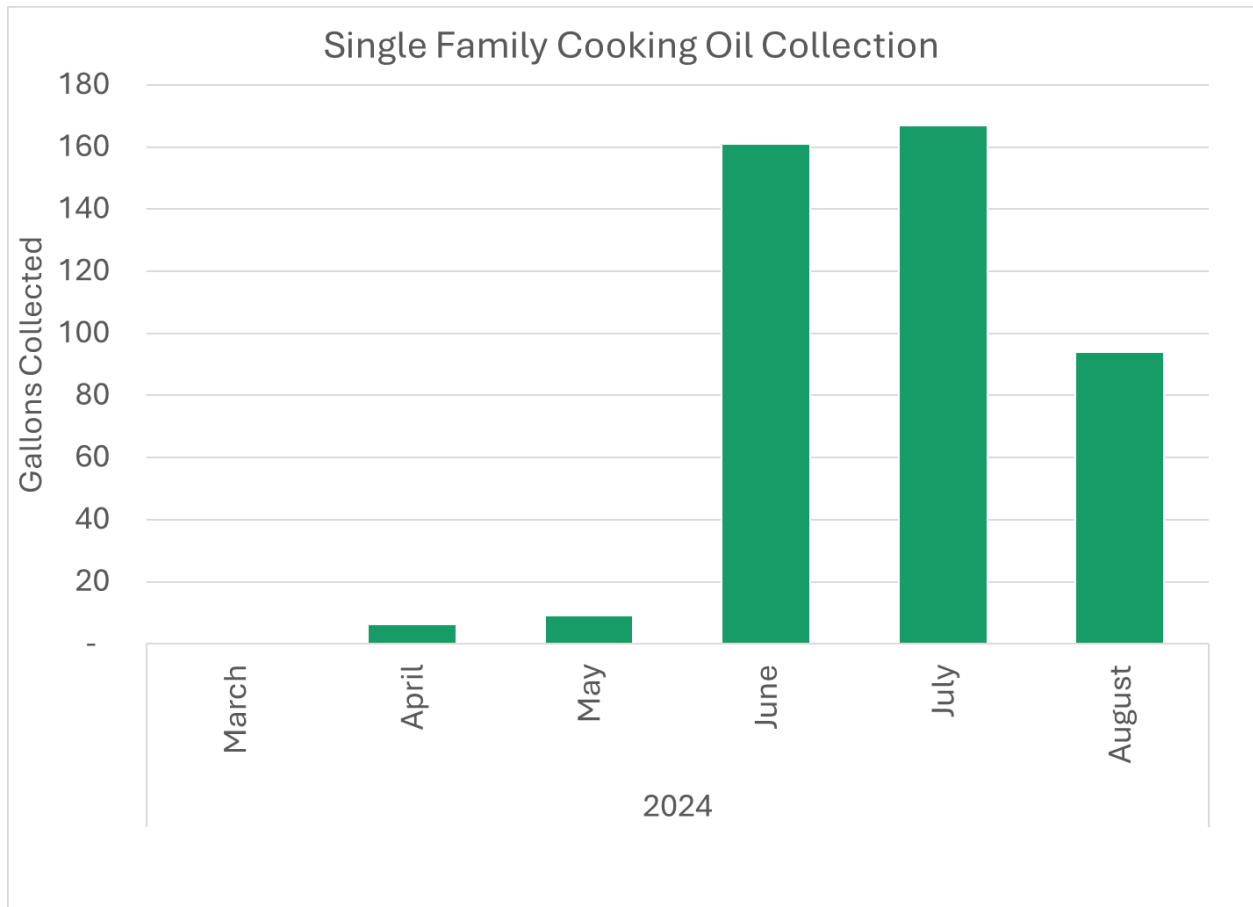




Used Cooking Oil Collection

WVC&R transitioned from providing used motor oil collection to providing cooking oil collection as part of the new Collection Agreement with WVC&R, which commenced March 1, 2024. Figure 14 shows the gallons of cooking oil collected by WVC&R.

Figure 14. Single Family Cooking Oil Collection





Bulky Item Collection

Figures 15 and 16 show demand within the Authority for single-family on-call bulky-item collection. Due to changes to the program, bulky item collections have increased since the implementation of the new Collection Agreement in March of 2024.

Figure 15. Single Family On-Call Bulky Item Collection

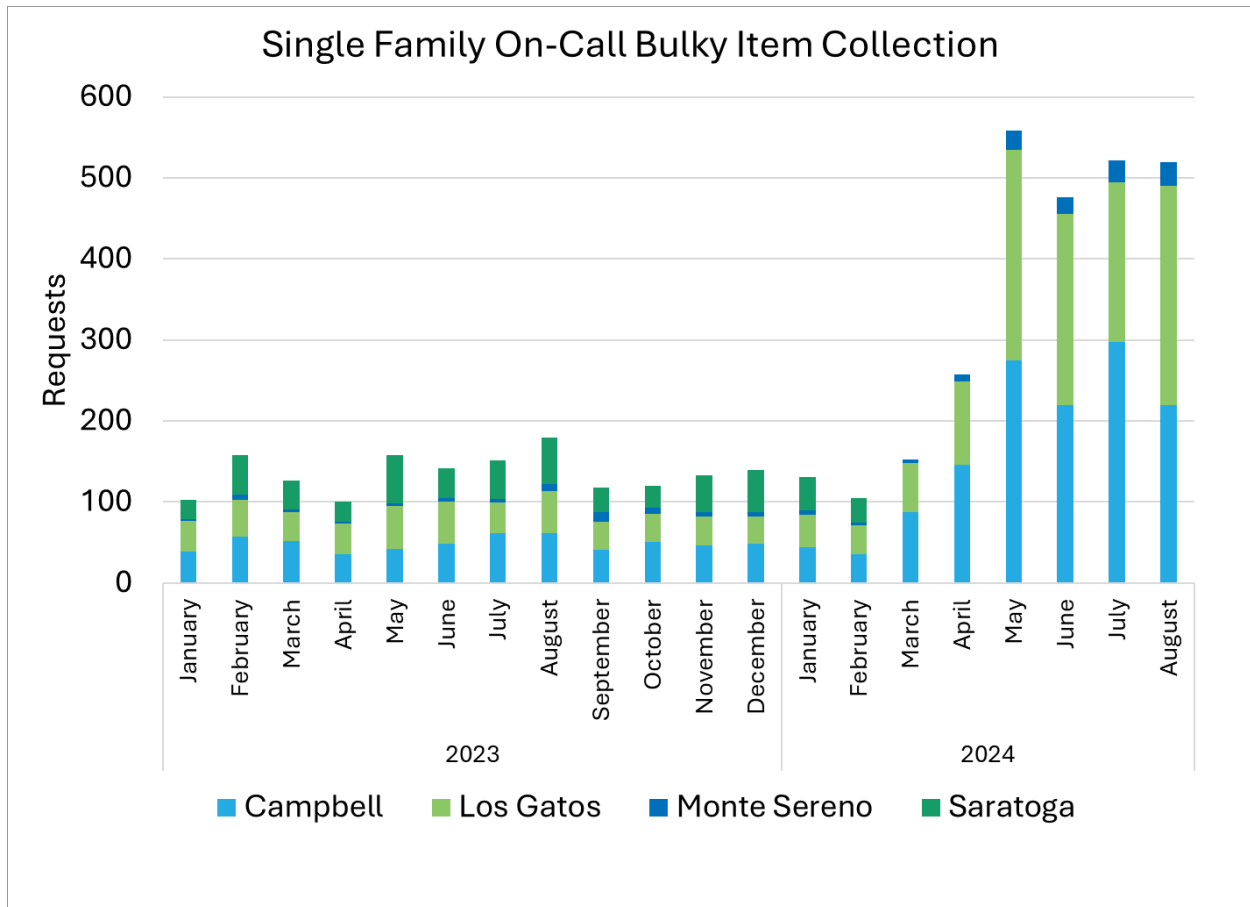
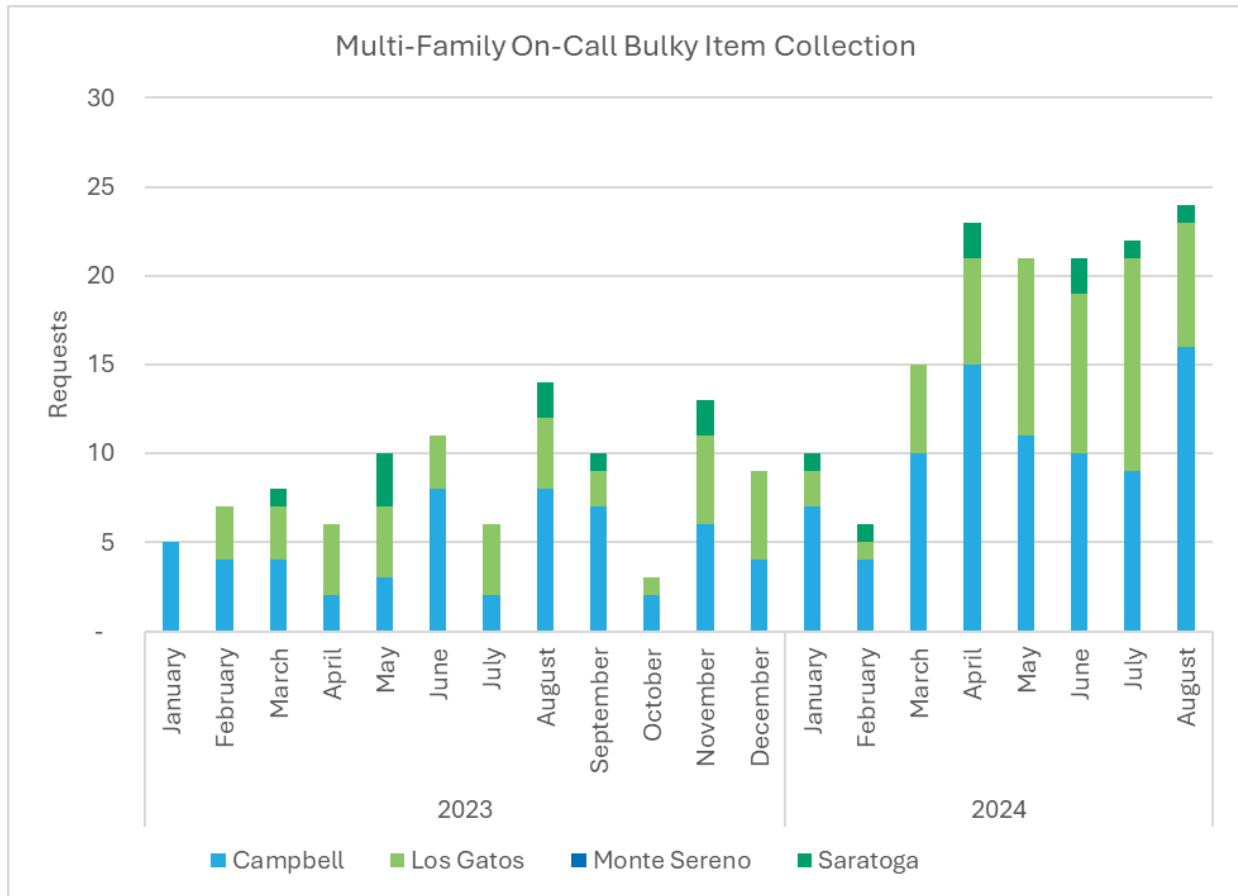




Figure 16. Multi-Family On-Call Bulky Item Collection

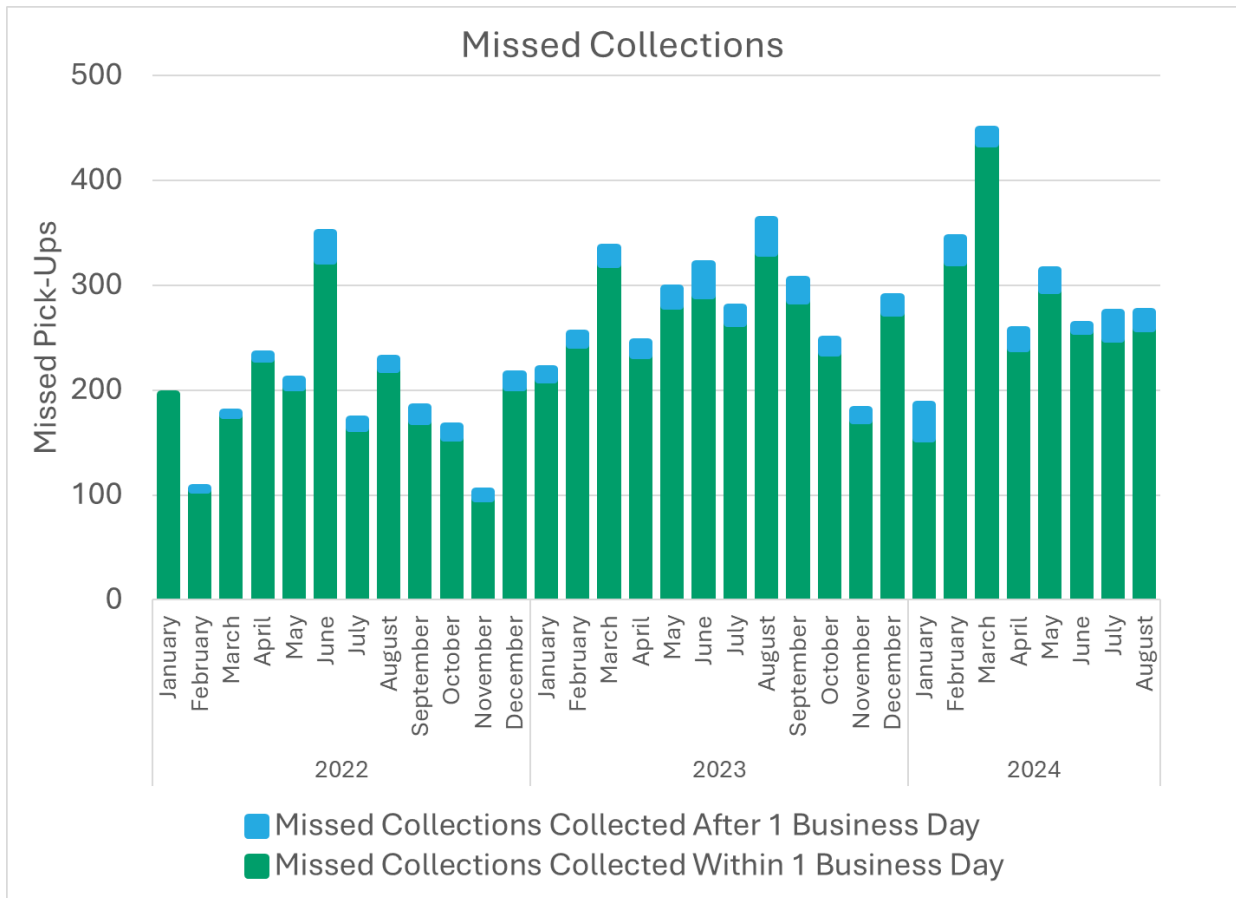




Missed Collections

Figure 17 shows the number of missed collections. The Authority has closely monitored WVC&R’s missed collections during the term of the collection agreement and the Authority meets monthly with WVC&R to discuss the high number of missed collections as well as potential causes and solutions. While WVC&R has improved the number of missed collections since spikes seen in early 2024, the Authority continues to closely monitor the number of missed collections.

Figure 17. Missed Collections





Customer Service

Figures 18 and 19 represent the number of collection service inquiries and complaints received by WVC&R from within the Authority service area. These tables are inclusive of any requests or complaints sent directly to each Member Agency and the Authority.

Figure 18. Inquiries and Complaints by Month

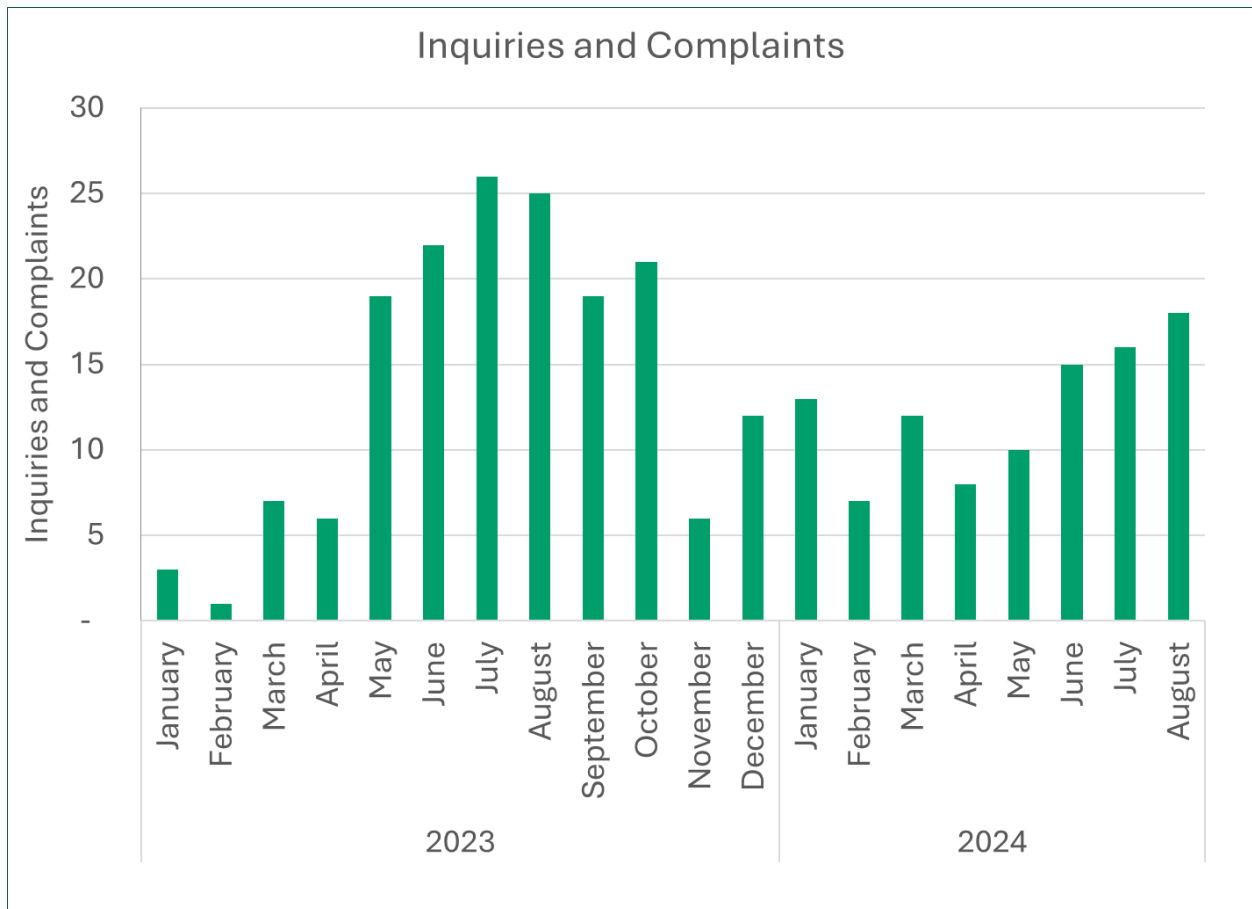




Figure 19. Inquiries and Complaints by Subject Matter

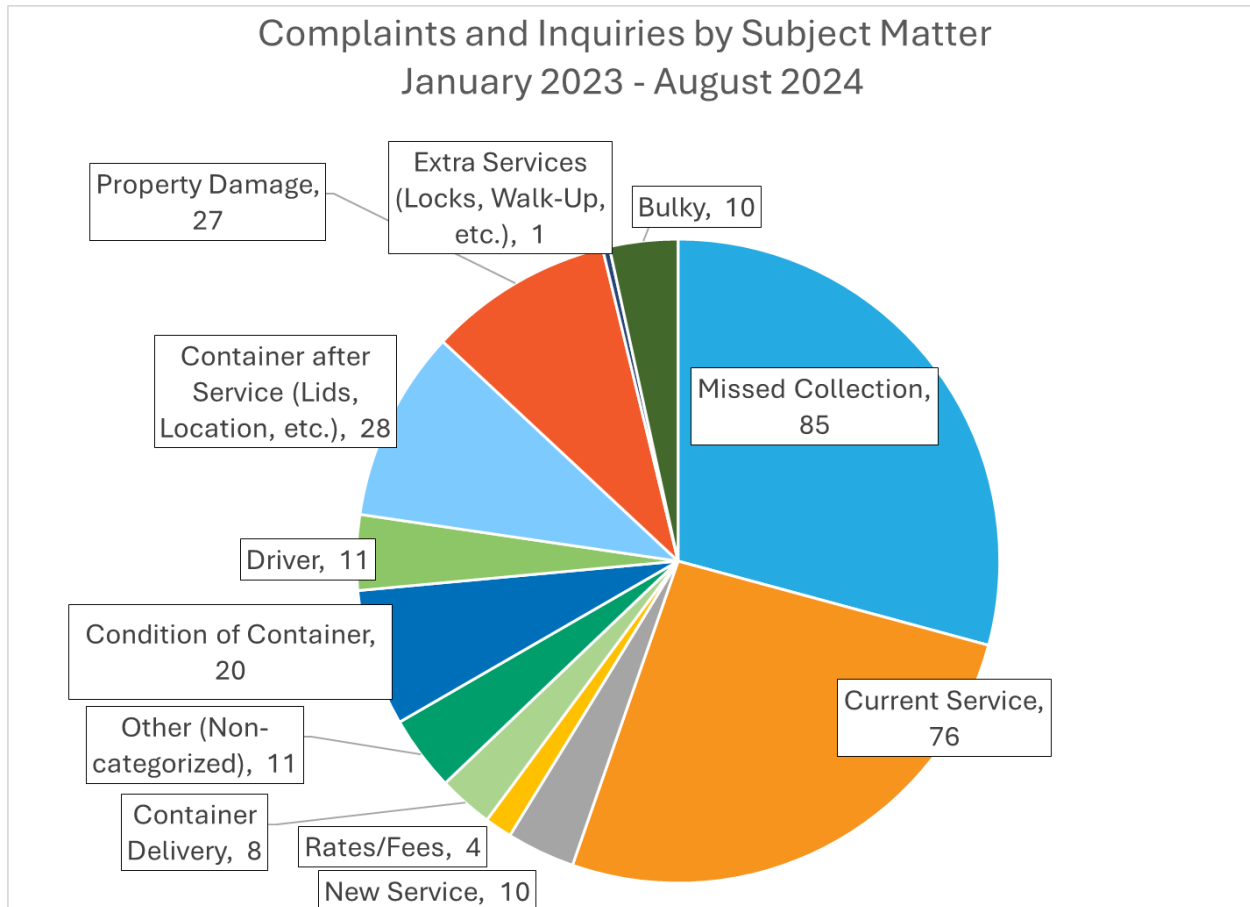




Figure 20 represents the average amount of time Authority customers wait on hold when calling WVC&R’s customer service center. These hold times reflect the average total time a customer waits on hold, including the time it takes the customer service representative (CSR) to answer the call, any additional customer hold time, and time spent by the customer listening to WVC&R’s outgoing message.

Figure 20. Call Center Performance

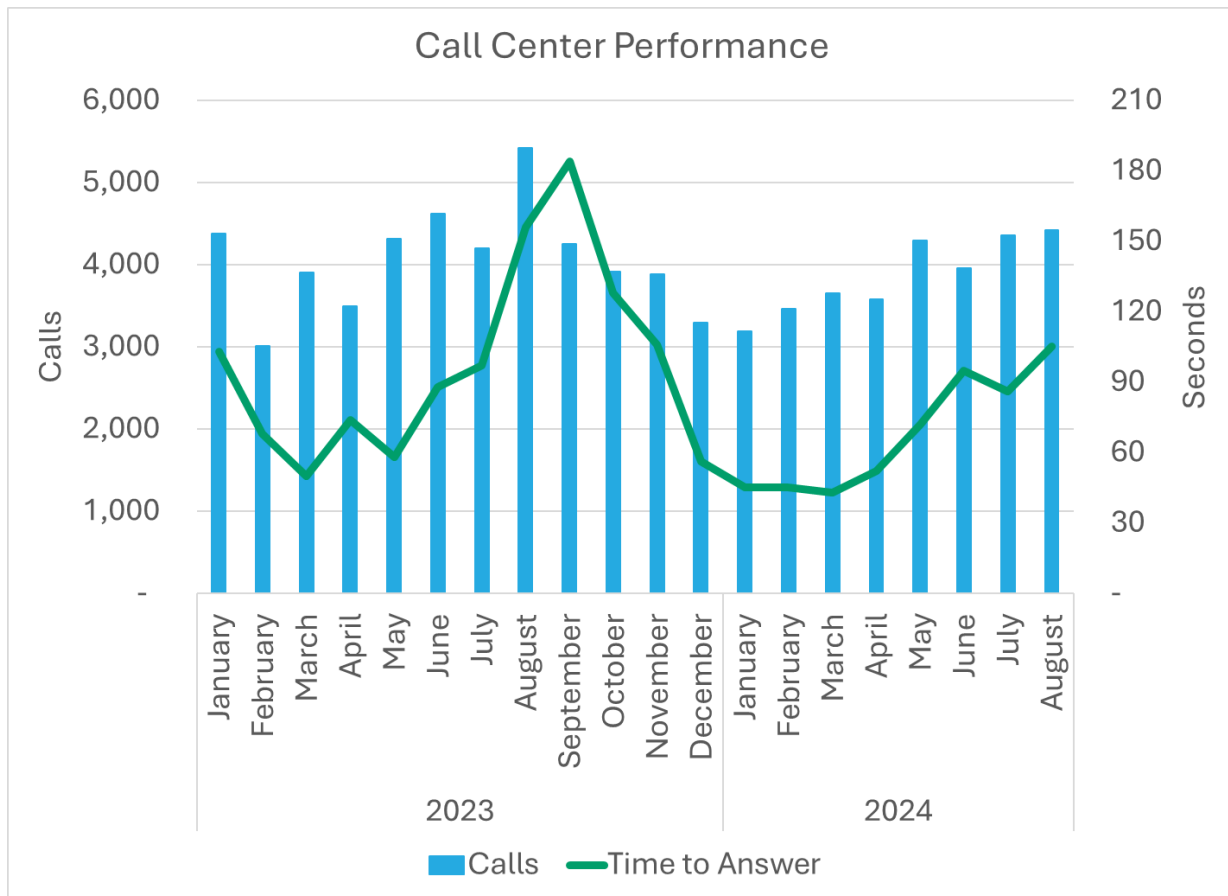
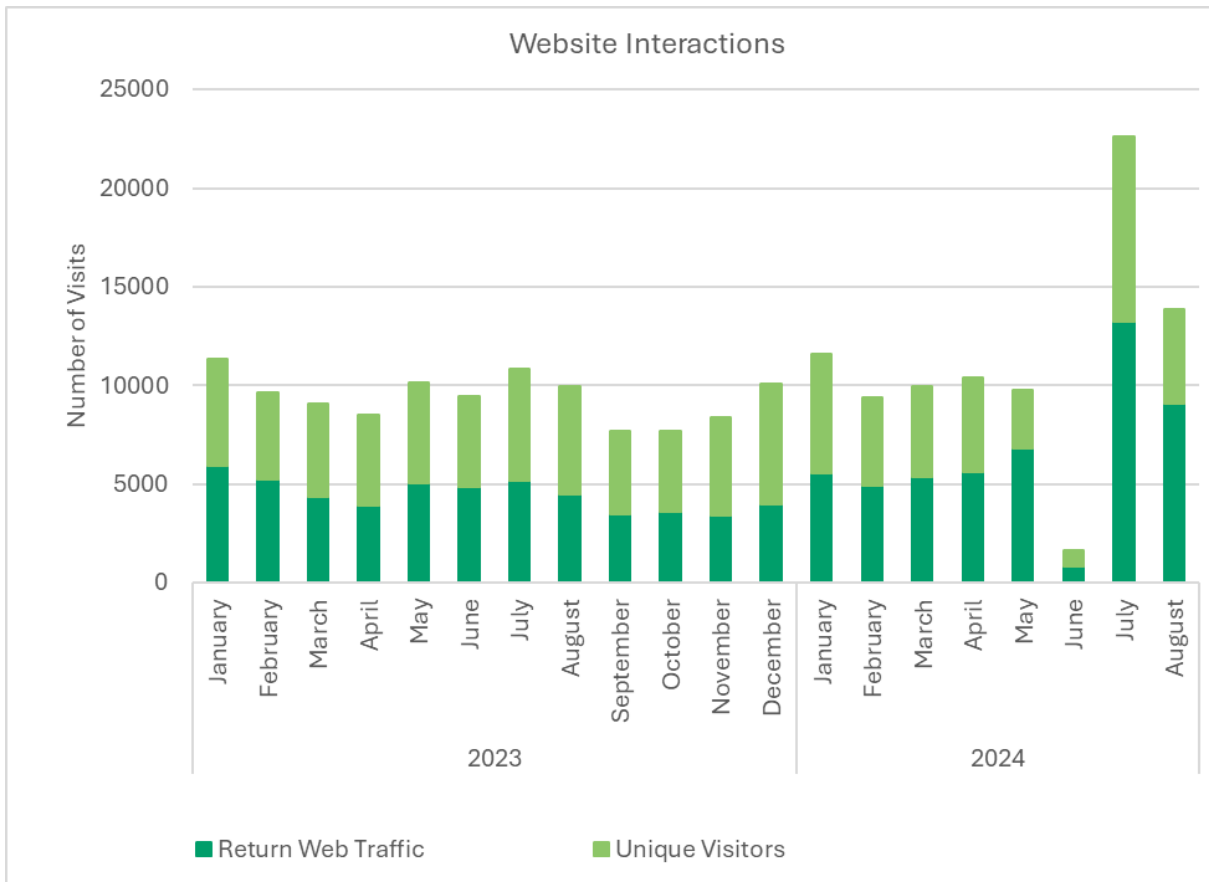




Figure 21 represents the number of new and repeat visits to WVC&R’s webpage, which provides information about collection services in the Authority. Due to implementation of the new website, which occurred in June of 2024, June website data is incomplete; however, full reporting of website data resumed in July of 2024.

Figure 21. Website Interactions



As part of the new Collection Agreement with WVC&R, which commenced on March 1, 2024, WVC&R provides rebates to customers who experience missed pickups or late container swaps to reimburse these residents and businesses for delayed service. Figure 22 shows the monthly dollar amount in rebates paid to customers by WVC&R from March through August 2024 as compensation for service issues. As shown in Figure 23, from the start of the rebate program through August 2024, WVC&R has offered \$150,886 in rebates to customers.



Figure 22. Customer Rebates

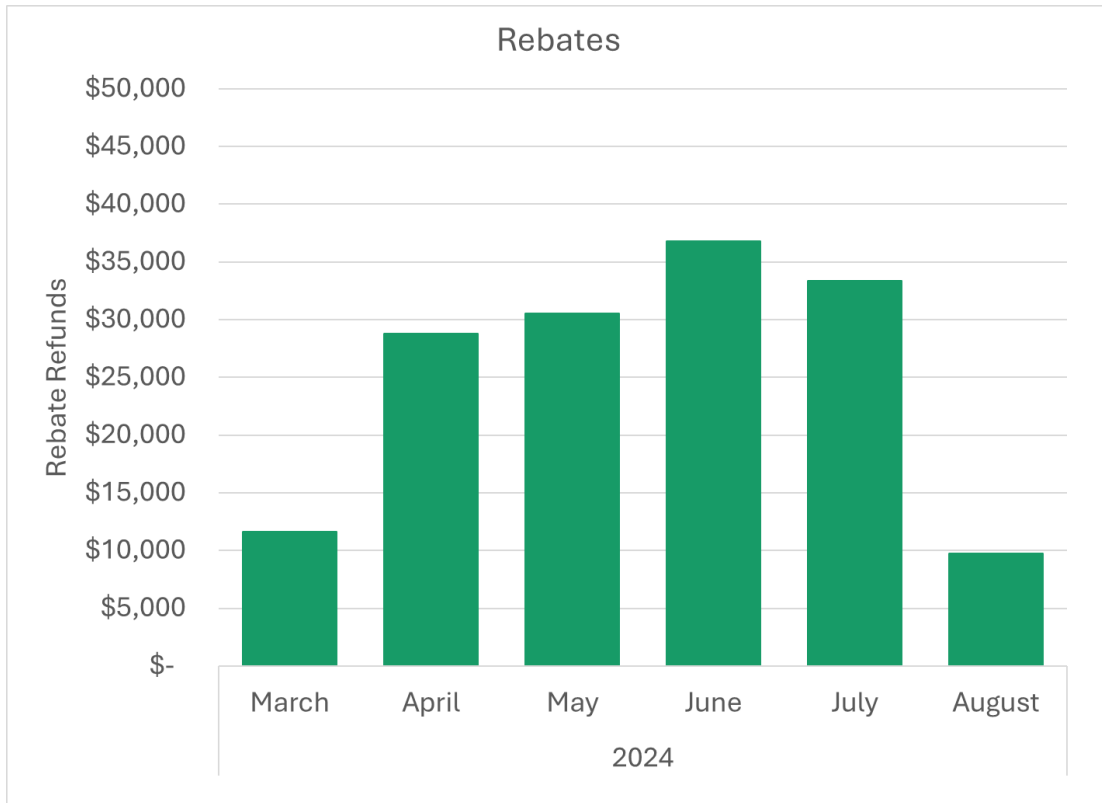


Figure 23. Total Rebates Offered to Customers

Rebates Offered	
2024	March \$11,636
	April \$28,763
	May \$30,520
	June \$36,827
	July \$33,398
	August \$9,742
	Total \$150,886

Documents Attached

None

Fiscal Impact

None



PRIOR MEETING MINUTES

Date of Meeting: September 5, 2024

General Information

Meeting held via teleconference in accordance with California Governor Executive Order N-29-20; and, in-person, at the City of Monte Sereno's City Hall located at 18041 Saratoga-Los Gatos Road, Monte Sereno, CA 95030.

Call to Order

At 5:10 p.m., Chair Mekechuk called the meeting to order.

Pledge of Allegiance

Roll Call

Chair Bryan Mekechuk, representing Monte Sereno; Vice Chair Chuck Page, representing Saratoga; Member Mary Badame, representing Los Gatos; and Member Dan Furtado, representing Campbell were present. Also present were Executive Director Rob Hilton, Deputy Director Hailey Gordon, and Authority Counsel Kirsten Powell.

Orders of the Day

None

Oral Communications from the Public

None

Written Communications

None

Presentations and Informational Items

1. The Board received a presentation and discussed the implementation of the new rate structure (effective July 1, 2024). Katherinne Garzon, the property manager for 215 Rose Court in the City of Campbell, made a public comment expressing concern with her property's situation, and inquired about an exception to mandatory cart collection service as required under the Collection Agreement. The Executive Director will evaluate criteria for establishing exceptions applicable to 215 Rose Court and similarly situated properties and present possible solutions to the Board.



Consent Calendar

2. Member Dan Furtado pulled Agenda item five for discussion as Old Business.
3. Upon a motion by Vice Chair Page and a second by Member Badame, the Board voted unanimously to approve Consent Calendar items three, four, six, and seven.

Old Business

4. Upon a motion by Chair Mekechuk and a second by Vice Chair Page, the Board voted unanimously to approve Agenda item five accepting a report on the Authority's solid waste and customer service programs.
5. Upon a motion by Chair Mekechuk and a second by Vice Chair Page, the Board voted unanimously to authorize the Executive Director to negotiate and execute an agreement for the Pilot with Mill Industries Inc.

New Business

None

Executive Director Report

Executive Director Rob Hilton provided an update on Senate Bill (SB) 1383 enforcement and outreach efforts.

Future Agenda Items

None

Board Member Reports

Chair Mekechuk complimented WVC&R for attending the Board's picnic.

Adjournment

Chair Mekechuk adjourned the meeting at 6:46 p.m. until the next regular meeting, which will be held November 7, 2024 at 5:00 p.m.



Agenda Item No. 7

Meeting Date: November 7, 2024

To: West Valley Solid Waste Management Authority Board

From: Executive Director

Subject: Year-To-Date Financial Report

AGENDA ITEM REPORT

Recommended Action

Receive the Executive Director's Year-to-Date Financial Report through September 30, 2024 for the fiscal year (FY) ended June 30, 2025.

Discussion

The report titled "Statement of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual" shows the approved budget, the year-to-date actual amounts, and the preliminary fund balance through June 30, 2024 for FY 2024-25. With 25% of the fiscal year passed, the report shows that the West Valley Solid Waste Management Authority (Authority) received \$498,176 or 37% of revenues and expended \$113,255, or 8% of expenses, as compared to the approved FY 2024-25 budget.

In the first quarter of FY 2024-25, the Authority received Senate Bill (SB) 1383 Local Assistance Grant funds, which will be spent by the Authority during FY 2024-25 and FY 2025-26.

In February 2011, the Board adopted a policy requiring the Authority to maintain an operating reserve of \$100,000 and a rate stabilization reserve of \$100,000. The preliminary fund balance of \$1,048,580 is more than the \$200,000 required and increases the July 1, 2024 starting balance of \$663,659 by \$384,921. The Authority expects to see the fund balance drawn down throughout the year as more expenses are accrued over the remaining three quarters of FY 2024-25; however, the Authority expects the fund balance to remain higher than usual due to the timing of expenses due and receipt of SB 1383 grant funding in FY 2024-25.

Documents Attached

Statement of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual

Fiscal Impact

None



WEST VALLEY

Solid Waste Management Authority

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ATTACHMENT TO AGENDA ITEM NO. 7

Fiscal Year 2024-25 Year to Date Budget

West Valley Solid Waste Management Authority Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual September 30, 2024					
Account #	Description	Authority Budget FY 2024-25	Year to Date Actual	Balance	YTD %
Revenues					
4410	Interest	\$ -	\$ -	\$ -	N/A
4431	Unrealized Gains/Losses	-	-	-	N/A
4523	SB 1383 Local Assistance Grant	374,757	374,757	-	100%
4968	Expense Abatement	-	-	-	N/A
4970	City of Campbell	276,488	48,081	228,407	17%
4970	Town of Los Gatos	214,275	35,713	178,562	17%
4970	City of Monte Sereno	22,779	3,797	18,982	17%
4970	City of Saratoga	197,865	32,978	164,887	17%
4975	Other Revenue (Reimbursement of Education & Outreach)	235,000	-	235,000	0%
4965	Other Revenue (Non-Exclusive C&D Program)	13,500	2,850	10,650	21%
4965	Other Revenue (Liquidated Damages)	-	-	-	N/A
	Total Revenues	\$ 1,334,664	\$ 498,176	\$ 836,488	37%
Expenditures:					
Services and Supplies:					
7424	Office Expense	\$ -	\$ -	\$ -	N/A
7424	SB 1383 Member Agency Organics Procurement	201,365	502	200,863	0%
7427	Special Departmental Exp. (Legal Services)	51,946	-	51,946	0%
7430	Prof. & Special Services (Executive Director)	754,323	49,129	705,194	7%
7430	Prof. & Special Services (Other)	5,000	-	5,000	0%
7430	Education and Outreach	90,000	11,366	78,634	13%
7432	SB 1383 Education and Outreach	260,000	-	260,000	0%
7432	Other Contractual Services (Website Administration)	-	-	-	N/A
7432	Other Contractual Services (Audit Services)	3,605	-	3,605	0%
7433	Insurance (Liability)	6,912	7,351	(439)	106%
7435	Travel/Conf. & Meetings	2,000	322	1,678	16%
7438	Other Charges (Accounting & Bookkeeping)	10,443	10,443	-	100%
7443	SB 1383 Edible Food Recovery Countywide Program	34,142	34,142	-	100%
	Total Expenditures	\$ 1,419,735	\$ 113,255	\$ 1,306,480	8%
	Excess (deficiency) of revenues over (under) expenditures	\$ (85,071)	\$ 384,921	\$ (469,992)	
	Beginning Fund Balance 7/1/24 (Preliminary)	285,071	663,659		
	Ending Fund Balance	\$ 200,000	\$ 1,048,580		



Agenda Item No. 8

Meeting Date: November 7, 2024

To: West Valley Solid Waste Management Authority Board

From: Executive Director

Subject: Single Family Collection Service

AGENDA ITEM REPORT

Recommended Action

Receive a report on single-family service for customers with two-to-four units.

Discussion

Under both the previous and current agreements with West Valley Collection and Recycling (WVC&R), single family residences (which includes two- to four-unit properties in addition to one-home residences) are classified as residential customers and receive cart-based collection services. The previous agreement did not provide for commercial bin service and the service remains unapproved in the current agreement.

During implementation of the current agreement, it was discovered that 216 properties were receiving commercial bin service, which was not in compliance with the agreement. To address this, WVC&R compiled a list of the affected properties and launched an outreach effort to notify customers about the transition to single-family cart-based collection service. To ensure the change was clearly communicated, the outreach included phone calls, emails, and a mailed letter.

The transition to cart service was successfully completed with minimal disruption; however, one customer expressed dissatisfaction with the changes during public comment at the September 5, 2024, Board Meeting. In response, the Executive Director has continued to work with this customer to explore alternative solutions to resolve their concerns.

Below are the three options presented to the customer.

- **Backyard Service.** WVC&R offers backyard service for single-family and two- to four-unit properties. Under this service, WVC&R's collection drivers will retrieve containers from a designated, mutually agreed upon, permanent location; move the containers to the curb for servicing; and, return them to the property each week.
- **Different Days of Service for Different Materials.** WVC&R will provide two- to four-unit customers with collection days based on material type so that each material is collected on a



different day if all of the below conditions are met.

- The customer has limited curbside space for set-out.
- The customer is unable or unwilling to accommodate on-property backyard service.
- WVC&R has routes serving neighboring properties that can accommodate separate day collections.
- **Extraordinary Waste Generation.** For properties with extraordinary levels of waste generation, WVC&R will provide front-loading bins to two- to four-unit customers. "Extraordinary waste generation" is defined as consistently producing more than five times the minimum service requirement per multifamily dwelling (MFD) unit. The minimum service level per MFD unit is 20 gallons of landfill waste, 20 gallons of recycling, and 10 gallons of organics. These amounts must be demonstrated through actual waste set out for collection over four consecutive weeks or during any six weeks within a three-month period. Monitoring will be conducted by WVC&R or Authority staff, potentially including in-person or photographic documentation.

The transition to cart-based service for two- to four-unit properties has largely been successful, with minimal disruption for most customers; however, this customer, despite extensive outreach and efforts to provide viable alternatives, has declined all proposed resolutions.

The Authority recognizes the customer's concerns were exacerbated by legitimate and repeated service-related issues caused by WVC&R. The Authority is working with WVC&R to resolve such issues to ensure the effectiveness of the solutions proposed in this report.

Documents Attached

None

Fiscal Impact

None



Agenda Item No. 9

Meeting Date: November 7, 2024

To: West Valley Solid Waste Management Authority Board

From: Executive Director

Subject: Disposal Agreement First Amendment

AGENDA ITEM REPORT

Recommended Action

Approve Resolution No. 2024-07 authorizing the Board Chair to execute an amendment (First Amendment) to the Agreement between West Valley Solid Waste Management Authority (Authority) and USA Waste of California, Inc. d/b/a Waste Management of South Bay (WM) for Disposal of Solid Waste, and Transport and Processing of Mixed Organic Waste, Source-Separated Yard Trimmings, and Construction and Demolition Debris (Disposal Agreement).

Discussion

The proposed amendment addresses two separate issues:

- Meeting the organic waste procurement quotas of the cities of Campbell, Monte Sereno, and Saratoga; and the Town of Los Gatos (Member Agencies) under SB 1383; and,
- Adjusting the schedule and process for tip fee adjustments to allow for earlier noticing of customer rate changes.

1. Member Agency Organic Waste Procurement

Annually, Senate Bill (SB) 1383 requires each jurisdiction to procure organic products (e.g., compost) in an amount dependent on that jurisdiction's population. The Authority previously satisfied this requirement through a two-year contract with California Wood Recycling, Inc. d/b/a Agromin for similar services for calendar years 2023 and 2024. The Authority and staff from the Member Agencies reviewed multiple options looking for a solution that would completely satisfy SB 1383 requirements and determined that an amendment to the Disposal Agreement would be the most cost-effective and robust solution.

The First Amendment outlines that WM will act as a direct service provider with respect to 4,943 tons of compost per year. The Authority will compensate WM for the compost tonnage at a rate of \$15.00 per ton, adjustable annually based on the Consumer Price Index (CPI). WM's disposal and



processing rates are currently adjusted under the Disposal Agreement. This cost will reflect the expenses associated with meeting the State of California's (State) compost and mulch procurement requirements. Additionally, the First Amendment contains a provision for Member Agencies to obtain 1,000 cubic yards of compost from WM at no additional charge, other than transportation costs to each Member Agency's desired location(s).

2. Schedule and Process for Tip Fee Adjustments

To provide customers with more advance of annual rate adjustments, the First Amendment shifts the due date for WM's annual rate application up by one month (from March 1 to February 1) and allows the Executive Director to administratively ratify the disposal and processing rate CPI calculation, pursuant to the formula in the Disposal Agreement. The Executive Director is not authorized to ratify rates related to extraordinary rate requests made by WM. This process matches the administrative approval that is already included in the Agreement between the Authority and Waste Connections of California Inc., d/b/a West Valley Collection & Recycling for Organic Materials, Recyclable Materials, and Solid Waste Collection Services and Organic Materials and Recyclable Materials Processing (Collection Agreement).

Documents Attached

Resolution 2024-07

Fiscal Impact

WM will be compensated at a rate not to exceed \$15.00 per ton, with annual adjustments based on CPI. Costs will be paid through the Organic Product Procurement line item in the Authority's Fiscal Year (FY) 2024-25 budget.



RESOLUTION NO. 2024-07

RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST VALLEY SOLID WASTE MANAGEMENT AUTHORITY APPROVING THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN WEST VALLEY SOLID WASTE MANAGEMENT AUTHORITY AND USA WASTE OF CALIFORNIA, INC. D/B/A WASTE MANAGEMENT OF SOUTH BAY FOR DISPOSAL OF SOLID WASTE, AND TRANSPORT AND PROCESSING OF MIXED ORGANIC WASTE, SOURCE-SEPARATED YARD TRIMMINGS, AND CONSTRUCTION AND DEMOLITION DEBRIS, AND AUTHORIZING THE BOARD CHAIR TO EXECUTE THE AMENDMENT

WHEREAS, the Board of Directors of the West Valley Solid Waste Management Authority (Authority) previously approved and entered into an agreement with USA Waste of California, Inc. d/b/a Waste Management of South Bay (WM) entitled “AGREEMENT BETWEEN WEST VALLEY SOLID WASTE MANAGEMENT AUTHORITY AND USA WASTE OF CALIFORNIA, INC. D/B/A WASTE MANAGEMENT OF SOUTH BAY” (Agreement) on November 5, 2020; and

WHEREAS, the Authority and WM have identified the need for an amendment to the Agreement to clarify terms and update provisions related to the disposal of solid waste, and the transport and processing of mixed organic waste, source-separated yard trimmings, and construction and demolition (C&D) debris; and

WHEREAS, the proposed first amendment to the Agreement (First Amendment) is attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE WEST VALLEY SOLID WASTE MANAGEMENT AUTHORITY that: the First Amendment to the Agreement between the Authority and WM, attached hereto, is hereby approved; the Board Chair is authorized and directed to execute the First Amendment on behalf of the Authority; and, the Executive Director is authorized to take all actions necessary to implement the First Amendment, including executing any ancillary documents required for implementation of the First Amendment.

BE IT FURTHER RESOLVED BY THE BOARD OF DIRECTORS OF THE WEST VALLEY SOLID WASTE MANAGEMENT AUTHORITY that the execution of the First Amendment to the Agreement between the Authority and WM is categorically exempt from the California Environmental Quality Act (CEQA) Statutory Exemptions, Title 14 of the California Code of Regulations Section 15301 - Existing Facilities and Section 15308 - Actions by Regulatory Agencies for Protection of the Environment.



This resolution was passed and adopted by the Board of Directors of the Authority at a Regular Board meeting on November 7, 2024, by the following vote:

	Count	Member Names
AYES:	_____	_____
NOES:	_____	_____
ABSENT:	_____	_____
ABSTAIN:	_____	_____

Approved: _____
Bryan Mekechuk, Chairperson

Attest: _____
Rob Hilton, Executive Director

AMENDMENT #1 TO AGREEMENT

BETWEEN

WEST VALLEY SOLID WASTE MANAGEMENT AUTHORITY

AND

**USA WASTE OF CALIFORNIA, INC D/B/A WASTE MANAGEMENT
OF SOUTH BAY**

FOR

**DISPOSAL OF SOLID WASTE, AND TRANSPORT AND
PROCESSING OF MIXED ORGANIC WASTE, SOURCE-
SEPARATED YARD TRIMMINGS, AND CONSTRUCTION AND
DEMOLITION DEBRIS**

OCTOBER 31, 2024

This Amendment #1 to the Disposal Agreement (Amendment #1) between the WEST VALLEY SOLID WASTE MANAGEMENT AUTHORITY and USA WASTE OF CALIFORNIA, Inc. d/b/a WASTE MANAGEMENT OF SOUTH BAY for Disposal of Solid Waste, and Transport and Processing of Mixed Organic Waste, Source-Separated Yard Trimmings, and Construction and Demolition Debris is entered into this day _____, by and between the West Valley Solid Waste Management Authority, a Joint Powers Authority organized under the laws of the State of California (hereafter Authority) and USA WASTE OF CALIFORNIA, Inc. d/b/a WASTE MANAGEMENT OF SOUTH BAY (hereinafter Contractor), each of which may be referred to individually as “Party” or together as the “Parties.”

Recitals

This Amendment #1 is made and entered into on the basis of the following facts, understandings, and intentions of the Parties:

WHEREAS, effective October 1, 1997, the Cities of Campbell, Monte Sereno, and Saratoga; and, the Town of Los Gatos (the Member Agencies) formed the Authority pursuant to Government Code Section 6500 et. Seq. to manage and oversee the collection of solid waste originating from within the Member Agency service area; and,

WHEREAS, the Parties entered into an Agreement for Disposal of Solid Waste, and Transport and Processing of Mixed Organic Waste, Source-Separated Yard Trimmings, and Construction and Demolition Debris within the Authority, on January 1, 2022 (the Agreement) providing terms and conditions for the provision of Solid Waste Disposal and Transport and Process of Mixed Organic Waste, Source-Separated Yard Trimmings, and Construction and Demolition Debris in the Authority; and,

WHEREAS, the Agreement provides the Authority the right to request Contractor to modify the scope of one or more services described in the Agreement, or to otherwise modify Contractor’s performance under the Agreement, subject to the provision of additional compensation; and,

WHEREAS, the State, through the enactment of the Senate Bill (SB) 1383 regulations, requires all local agencies to procure recovered organic waste product, as described in the California Code of Regulations Title 14, Division 7, Chapter 12, Article 12 – Procurement of Recovered Organic Waste Products (14 CCR 18993.1 et seq.); and,

WHEREAS, Contractor has agreed to assist the Authority and the Member Agencies with the procurement of recovered organic waste product subject to the terms of this Amendment; and,

WHEREAS, Contractor and Authority agree to adjust the rate application process to provide the residents and businesses of the Authority and the Member Agencies with earlier notice of adjustments to the collection rates.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained, Authority and Contractor do hereby agree as follows:

AGREEMENT

SECTION 1. EFFECTIVE DATE.

This Amendment #1 shall be effective on January 1, 2025.

SECTION 2. AMENDMENT TO AGREEMENT.

A. Article 4 of the Agreement is hereby amended to add Section 4.5 to read as follows:

4.5 Compost and Mulch Procurement

A. General. Contractor shall serve as a direct service provider to the Authority and its Member Agencies in procuring compost and mulch to meet each Member Agency's annual SB 1383 recovered organic waste product procurement target. Such compost shall be produced at the Approved Organics Processing Facility or other facilities that produce compost or mulch meeting the requirements of recovered organic waste product as defined by SB 1383.

At the Authority's sole discretion, the Authority may sever the provision of this Section 4.5 from the Agreement upon ninety (90) days' prior written notice to the Contractor. At Contractor's sole discretion, it may sever the provision of this Section 4.5 from the Agreement, to be effective January 1 of the following calendar year, upon one hundred eighty (180) days' prior written notice to the Authority. Upon the effective date of such severance, Contractor shall have no further obligations under this Section 4.5; provided that the Authority and each Member Agency's obligation to pay Contractor for any compost or mulch delivered by Contractor up to and until such severance shall survive. If any Member Agency's annual recovered organic waste product target changes, the Authority and Contractor shall meet and confer to adjust the provisions of this Section 4.5.

Annually, as part of Contractor's responsibility as a direct service provider under SB 1383, Contractor shall facilitate the procurement of four thousand nine hundred forty-three (4,943) tons of compost on behalf of the Authority and its Member Agencies. Upon CalRecycle's adjustment to the annual jurisdiction targets, the Authority and the Contractor shall meet and confer to discuss adjustments to the amount of compost the Contractor is required to procure on behalf of the Authority as required by this Section 4.5; additional tons will depend on availability at the Approved Organics Processing Facility. Additionally, Contractor shall make available to each Member Agency up to four hundred (400) tons, or one thousand (1,000) cubic yards, of bulk compost per calendar year for use in City parks and facilities at no additional cost to the Authority and its Member Agencies. Upon a Member Agency's request for compost that exceeds four hundred (400) tons, or one thousand (1,000) cubic yards of bulk compost, subject to availability at the Approved Organics Processing Facility, Contractor shall provide the compost to the Member Agency within thirty (30) days of such request at a cost to be determined by mutual agreement of the parties at the time of the request. The cost of transportation for bulk compost will be the responsibility of the Member Agencies. Contractor shall not be

required to provide compost in excess of four thousand nine hundred forty-three (4,943) tons, or such other amount as agreed upon by the parties; provided that if the Authority or any Member Agency requests compost above four thousand nine hundred forty-three (4,943) tons, or such other amount agreed upon by the parties, the parties may meet and confer to determine the amount of compost and Contractor's compensation.

- B. Compensation.** The Contractor shall be compensated at a rate not to exceed Fifteen Dollars (\$15) per ton (the Procurement Rate), effective January 1, 2025. The Procurement Rate shall be adjusted annually on the basis of one hundred percent (100%) of the Annual Percentage Change in CPI), effective January 1 for the coming calendar period for which the Procurement Rate is to be determined. Contractor shall submit, and Authority shall pay, monthly invoices for the material procured during the previous month.
- C. Recordkeeping and Reporting.** Contractor shall provide the Authority with copies of invoices evidencing procurement of, and payment for, compost by third-party purchasers. Invoices must include the date of purchase; the name of the entity, operation, or facility purchasing the compost; and the amount purchased in tons or cubic yards.

B. Attachment 1, a copy of which is attached hereto, is hereby added to the Agreement.

C. Section 8.4.E of the Agreement is hereby amended to read as follows:

- E. Per-Ton Rate Application.** On February 1 prior to the commencement of the Rate Period for which Per-Ton Rates are to be determined (coming Rate Period), Contractor shall submit to the Authority Contract Manager an application requesting the adjustment of Per-Ton Rates for the coming Rate Period via mail and an electronic copy in Microsoft Excel format with all supporting schedules, formulas, and calculations also provided via email. For example, on February 1, 2025, the Contractor shall submit an application for the adjustment of Per-Ton Rates to be effective July 1, 2025.

Such Application shall include the rate adjustment calculation in accordance with Sections 8.4.A through 8.4.C; and a copy of the Per-Ton Rate schedule currently in effect.

Authority shall evaluate Contractor's application for mathematical accuracy and consistency with the requirements of the Agreement and shall have the ability to require changes to the application prior to its approval on the basis of the application's mathematical inaccuracy or failure to comply with the procedures defined in the Agreement. Upon Authority Contract Manager's agreement that the calculations are consistent with the requirements of the Agreement and this Amendment and are mathematically accurate, the Per-Ton Rate adjustment (if any) will be approved by the Authority Contract Manager.

Except as specifically provided in this Amendment, all terms of the Agreement shall remain unchanged and in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall control.

IN WITNESS WHEREOF, this Amendment is executed by the Authority and by the Contractor on _____.

CONTRACTOR:
USA WASTE OF CALIFORNIA, Inc.
d/b/a WASTE MANAGEMENT OF SOUTH BAY

AUTHORITY:
WEST VALLEY SOLID WASTE
MANAGEMENT AUTHORITY

Name: _____

Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM:

Name: _____

Name: _____

Title: _____

Title: _____

ATTACHMENT 1
CONTRACTOR PROPOSAL



Hailey:

10-16-24

Below is a quote for Organic Waste Procurement for WVMSWA.

Organic Waste Procurement SB 1383 – annual recovered organic waste procurement target (14 CCR 18993.1)

- WM will act a direct service provider with respect to 4943 tons of compost per year.
- Such compost would be sold by WM organic waste processing facilities to third parties.
- WM will provide documentation to WVMSWA for CalRecycle reporting.
- The city would pay WM \$15.00 per ton.

The service above can be an amendment into the WVMSWA / USA Waste of California, Inc. DBA Waste Management of South Bay effective January 14, 2021, agreement and follow section 8.4 Per Ton Rate Adjustments.

Let us know if you have any questions. Thank you.

Bill Avery

Bill Avery
Area Sales Director
916-938-0056
wavery@wm.com

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WEST VALLEY

Solid Waste Management Authority

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CALENDAR OF FUTURE AGENDA ITEMS

February 6, 2025

- Elect new officers.
- Approve the West Valley Solid Waste Management Authority (Authority) budget for fiscal year (FY) 2025-26.

May 1, 2025

- Accept audited financial statements.
- Receive report on final FY 2025-26 rates.
- Approve Board Meeting schedule.

September 4, 2025

- Receive results of Multi-Family Behavior Change Pilot with Mill.
- Receive and file CalRecycle Electronic Annual Reports.

November 6, 2025

- Receive an Authority budget workshop presentation.