

CHAIR – LAVADA ERICKSON, SISKIYOU COUNTY

VICE CHAIR – BOB PICKARD, MARIPOSA COUNTY

EXECUTIVE DIRECTOR – BRENT HARRINGTON



PROGRAM MANGER – MARY PITTO

TECHNICAL ADVISORY GROUP CHAIR – ALAN ABBS,  
TEHAMA COUNTY

## Rural Counties' Environmental Services Joint Powers Authority Board of Directors' Meeting Agenda

801 12<sup>th</sup> Street – 2<sup>nd</sup> Floor Conference Room  
Sacramento, CA 95814  
(916) 447-4806

Thursday, December 15, 2005 1:30 – 4:00 p.m.

*Only those items that indicate a specific time will be heard at the assigned time. All other items may be taken out of sequence to accommodate the Board, the staff and the general public. Indicated time allocations are for planning purposes only and actual times will vary from those indicated.*

### I. Call to Order, Self Introductions, and Determination of Quorum

### II. Approval of minutes from the meeting of October 20, 2005 – Bob Pickard, Vice Chair (pp 1-6)

### III. Public Comment

Presentation only of public testimony with respect to any matter relevant to the Authority's business. Any person in the audience may address the Board on any agenda item or other matter relevant to the ESJPA, subject to the time requirements of other business.

### IV. Legislative Update

A. Status of 2005-06 Solid Waste Legislation – Mary Pitto, Alan Abbs, and Larry Sweetser (10 minutes)

### V. Presentation Items:

A. Waste Reduction at Venue Facilities and Large Events (AB 2176) – Eric Bissinger, Diversion, Planning & Local Assistance, CIWMB (15 minutes)

B. Implementation of SB 20/SB 50 Electronic Waste Management – Jeff Hunts, Waste Prevention and Market Development, CIWMB (15 minutes)

C. Universal Waste Management Update – Karl Palmer, Branch Manager, Hazardous Waste Management, DTSC (pp 7-14; 15 minutes)

### VI. Solid Waste/Regulatory Update

Discussion and possible action related to the following:

A. Report from the CIWMB – Kyle Pogue, Integrated Waste Management Specialist, Office of Local Assistance, CIWMB (15 minutes)

B. Other Regulatory Issues of Interest or Concern – Alan Abbs (pp 15-20; 5 minutes)

## **VII. Business Matters**

Discussion and possible action related to the following:

- A. Adoption of the 2006 Budget – Mary Pitto, Stacey Miner (*pp 21-24; 5 minutes*)
- B. Review and approval of the 2006 Contract Services Agreement between ESJPA and RCRC – Mary Pitto (*pp 25-33; 5 minutes*)
- C. Adoption of the 2006 Meeting Schedule – Mary Pitto (*pp 35-36; 5 minutes*)
- D. Election of 2006 ESJPA Chair and Vice Chair – Bob Pickard, Vice-Chair

## **VIII. ESJPA Program Updates**

Discussion and possible action related to the following:

- A. Grant Program Update – Stacey Miner, Program Administrator (*5 minutes*)

## **IX. Agenda Suggestions for Next ESJPA Board Meeting Scheduled for March 16, 2006**

### **X. Member County Concerns / Comments**

### **XI. Adjournment**

*Meeting facilities are accessible to persons with disabilities. By request, alternative agenda document formats are available to persons with disabilities. To arrange an alternative agenda document format or to arrange aid or services to modify or accommodate persons with a disability to participate in a public meeting, please contact our offices at least 72 hours prior to the meeting by calling (916) 447-4806.*

*Agenda items will be taken as close as possible to the schedule indicated. Any member of the general public may comment on an agenda item at the time of discussion. In order to facilitate public comment, please let staff know if you would like to speak on a specific agenda item.*

*The final agenda for this meeting of the Board of Directors of the Rural Counties' Environmental Services Joint Powers Authority will be duly posted at its offices: 801 12<sup>th</sup> Street, Suite 500, Sacramento, California at least 72 hours prior to the meeting.*

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TEHAMA COUNTY

## Minutes of the Rural Counties' Environmental Services Joint Powers Authority Board of Directors' Meeting

801 12<sup>th</sup> Street – 2<sup>nd</sup> Floor Conference Room  
Sacramento, CA 95814  
(916) 447-4806  
Thursday, October 20, 2005

### MEMBERS REPRESENTED

Jim McHargue, Program Manager  
Cara Agustin, Program Specialist  
Bill Mannel, Solid Waste Manager  
Cynthia Knapp, Program Coordinator  
Richard Dickson, Deputy Director of Public Works  
Kevin Hendrick, Director, DNSWMA  
Jon Souza, Public Information Officer  
Tom Varga, Assistant Director of Public Works  
John O'Neil, Program Manager  
Steve Engfer, Solid Waste and Recycling Manager  
Randy Akana, General Services Manager  
Alan Abbs, Solid Waste Director  
Barbara Rapinac, Solid Waste Technician  
Mark Rappaport, Solid Waste Director

Amador County  
Amador County  
Butte County  
Calaveras County  
Colusa County  
Del Norte County  
El Dorado County  
Glenn County  
Glenn County  
Mariposa County  
Siskiyou County  
Tehama County  
Trinity County  
Tuolumne County

### STAFF IN ATTENDANCE:

Mary Pitto  
  
Stacey Miner  
Alan Abbs  
Larry Sweetser, Consultant to ESJPA

Program Manager &  
RCRC Regulatory Program Director  
Program Administrator  
Solid Waste Specialist  
Sweetser and Associates

### OTHERS IN ATTENDANCE:

Ashraf Batavia, Grant Manager  
Bridget Brown, IWM Specialist  
Bob Fujii, Waste Management Engineer  
Nate Gauff, Waste Management Engineer  
Jeff Lin, Grant Manager  
Karla Miller, Recycling Specialist

CIWMB  
CIWMB  
CIWMB  
CIWMB  
CIWMB  
Dept of Conservation

Stacey Patenaude, Waste Management Engineer	CIWMB
Kyle Pogue, IWM Supervisor	CIWMB
Jero C. Salva, Jr.,	Consultant to Trinity County
Carolyn Sullivan, IWM Specialist	CIWMB
Cheryl Williams, Grant Manager	CIWMB

### **MEMBERS NOT REPRESENTED**

Alpine County	Inyo County	Imperial County	Lassen County
Madera County	Modoc County	Mono County	Plumas County
Sierra County			

### **I. Call to Order / Determination of Quorum / Introductions**

The meeting was called to order at 1:30 p.m. by Alan Abbs as acting ESJPA chair. Due to scheduling conflicts, the order of presentation items was changed to begin with Presentation item D before Public Comment. Roll call was taken, self-introductions were made and a quorum was established.

### **II. Overview of Programs at the Department of Conservation**

Jason Marshall, Chief Deputy Director, Department of Conservation presented an overview of programs at the Department of Conservation and Division of Recycling including the 1.5 million Beverage Container Recycling program and the 10 million dollar market development program. Mr. Marshall discussed LDPE and film plastic materials. TREX, located in Nevada, is interested in partnering with DOC to get a hold of those materials to use at their plant.

### **III. Public Comment**

Jeff Lin, Used Oil & HHW Program Manager at the CIWMB, discussed the Grant Streamlining Process for which the CIWMB is seeking input from local jurisdictions. CIWMB staff were directed by the their Board to find ways to streamline all CIWMB grants. Input is due by November 1, 2005. A workshop to discuss the grant streamlining process will be held on November 18, 2005 at the CIWMB in conjunction with the Waste Tire Interested Parties workshop. Please call either Jeff Linn at (916) 341-6461 or Kelly Tyack at (916) 341-6671 with any questions. You may email your comments on the grant streamlining process to [grantstri@ciwmb.ca.gov](mailto:grantstri@ciwmb.ca.gov).

Cheryl Williams, Used Oil & HHW Program Manager at the CIWMB, solicited members to host a rural HHWIE in the coming year. Alan Abbs volunteered to host an event in Red Bluff.

**IV. Business Matters****A. Review and approval of minutes of the meeting of August 18, 2005**

The Chair called for a motion to approve the minutes of the August 18, 2005 meeting. The motion was made by Mark Rappaport, seconded by Bill Mannel and carried unanimously.

**B. Review and approval of budget modification**

Stacey Miner discussed the mid-year budget modification. Anticipated revenue from dues increased and anticipated revenue from grant related work decreased, resulting in net revenue of \$5,500. Dues revenue increased with the addition of Imperial County to the ESJPA effective December 2004. Dues from Imperial County were not included in the originally approved budget. Grant revenue decreased due to two primary factors: (1) The ESJPA submitted four regional grant proposals that were anticipated to be funded during the 2005 calendar year. Of the four, only one proposal was funded; and (2) Two positions have been vacated during the year and will remain unfilled through the end of 2005. The Chair called for a motion to approve the budget modification. The motion was made by Tom Varga, seconded by Steve Engfer and carried unanimously.

**V. Presentation Items:****A. Civil Engineering Application for Tire Derived Aggregate**

Stacey Patenaude, Integrated Waste Management Engineer, Tire Remediation & Engineering Technical Services, CIWMB, presented Civil Engineering Applications for Tire Derived Aggregate. A link to the full presentation is available on the October 20, 2005 agenda on the ESJPA website: [www.esjpa.org/Meetings/2005](http://www.esjpa.org/Meetings/2005)

**B. Targeted Rubberized Asphalt Concrete Incentive Grant Program**

Nate Gauff, Integrated Waste Management Engineer, Tire Remediation & Engineering Technical Services, CIWMB, presented the Targeted Rubberized Asphalt Concrete Incentive Grant Program. A link to the full presentation is available on the October 20, 2005 agenda on the ESJPA website: [www.esjpa.org/Meetings/2005](http://www.esjpa.org/Meetings/2005)

**C. Overview of Landfill Closure Loan Program**

Bridget Brown, Integrated Waste Management Specialist, Enforcement Assistance & Facility Compliance Loan Section, CIWMB, presented an Overview of the Landfill Closure Loan Program. A link to the full presentation is available on the October 20, 2005 agenda on the ESJPA website: [www.esjpa.org/Meetings/2005](http://www.esjpa.org/Meetings/2005)

## **VI. Solid Waste/Regulatory Update**

### **A. Alternative AB 939 Compliance and Report from the CIWMB**

Kyle Pogue, Supervisor, Office of Local Assistance, CIWMB, presented an update from the CIWMB. Kyle discussed the status of the five-year reviews and the 2004 annual reports. Kyle circulated a status list by County. Annual reports are due date March 1, 2006. Jurisdictions fill out program information on-line (2<sup>nd</sup> year of 2003/04 biennial review). Be sure to address procurement and construction & demolition programs at your county. These are big issues at the CIWMB right now. The 2004 annual reports will use the same password as last year. Begin filling it out in September and it will be due around March 1, 2006. Since this is the second year of the biennial review, it is important to include good detail on your programs.

Upcoming workshops at the CIWMB can be accessed at [www.ciwmb.ca.gov/Calendar](http://www.ciwmb.ca.gov/Calendar) and include U-Waste on October 24 in Sacramento and October 26 in Berkeley; E-Waste Workshops on the revised regulations and Plastics Workshops.

1066 Time Extensions: Stay in contact with your OLA rep on how you are doing with your programs. There is no further extension.

New Board Member: Gary Peterson is the new Board Member for the Environmental Seat. He is set to begin at the September meeting. Mr. Peterson was a co-founder of CRRA and has been in the recycling business many years.

SB1106 – Mandated recycle products purchase by local governments was passed.

### **B. Update on Compliance Criteria for Industrial, Construction, and Municipal Stormwater**

Alan Abbs discussed the compliance criteria for industrial, construction, and municipal stormwater. A link to these materials is available on the October 20, 2005 agenda on the ESJPA website: [www.esjpa.org/Meetings/2005](http://www.esjpa.org/Meetings/2005).

### **C. Update on Pyrolysis Emissions Testing Results of Post-MRF Municipal Solid Waste**

Alan Abbs discussed the pyrolysis emissions testing results of post-MRF municipal solid waste. A link to these materials is available on the October 20, 2005 agenda on the ESJPA website: [www.esjpa.org/Meetings/2005](http://www.esjpa.org/Meetings/2005).

#### **D. Update of CIWMB Activities Related to Implementing Governor's Executive Order #S-3-05 on Climate Change**

Alan Abbs discussed the update of CIWMB activities related to implementing Governor's Executive Order #S-3-05 on climate change. A link to these materials is available on the October 20, 2005 agenda on the ESJPA website: [www.esjpa.org/Meetings/2005](http://www.esjpa.org/Meetings/2005).

#### **E. Other Regulatory Issues of Interest or Concern**

Alan Abbs and Larry Sweetser presented an overview of the TAG meeting. A link to these materials is available on the October 20, 2005 agenda on the ESJPA website: [www.esjpa.org/Meetings/2005](http://www.esjpa.org/Meetings/2005).

### **VII. ESJPA Program Updates**

#### **A. Grant Program Update**

Stacey Miner discussed the results of the 2005/06 Local Government Waste Tire Cleanup and Amnesty Event Grant Program selection criteria approved at the October 18, 2005 CIWMB meeting. \$1 million in funding of which \$250,000 is set aside for rurals. There is no minimum for matching funds; however, those applicants with the highest financial match will receive the highest ranking in the event of a tie-breaker. There is \$25,000 cap for individual jurisdictions and a \$75,000 cap for regional applications with three (3) or more jurisdictions. Funds are to be used for the collection, transport and end use/disposal of waste tires only. Staff time, advertising and education materials are to be paid by applicant and used as part of applicant's matching funds. When the NOFA is released, Stacey will contact the members to discuss the impacts these criterion will have.

The grant proposal submitted to the Department of Conservation for the Beverage Container Recycling Community Outreach Grant was not funded.

Current HHW Grants: The notice to proceed for the 14<sup>th</sup> Household Hazardous Waste Grant has been received. Participants include Inyo, Nevada, Trinity, and Tuolumne counties. Work is scheduled to begin in December 2005. The continuing 12<sup>th</sup> Household Hazardous Waste Grant was recently modified to purchase additional containers and supplies for the counties of Amador, Inyo, Sierra, Tuolumne and Trinity counties. Stacey will be contacting each jurisdiction to arrange for delivery of these items in the next few months.

Upcoming grant opportunities include the Farm & Ranch Clean-up Grants (applications are accepted on a continuous basis) and the Waste Tire Grants. Current CIWMB NOFAs can be viewed at: [www.ciwmb.ca.gov/Grants](http://www.ciwmb.ca.gov/Grants)

**VIII. 2005 Legislation**

**Overview of 2005 Solid Waste Legislation**

Mary Pitto discussed the overview of 2005 solid waste legislation. A link to these materials is available on the October 20, 2005 agenda on the ESJPA website:  
[www.esjpa.org/Meetings/2005](http://www.esjpa.org/Meetings/2005)

**IX. Agenda Suggestions for Next ESJPA Board Meeting Scheduled for December 15, 2005**

Kyle Pogue suggested a presentation and discussion of Large Venue Event Recycling.

**X. Member County Concerns / Comments – None.**

**XI. Adjournment – The Meeting was adjourned at 3:55 p.m.**

Respectfully submitted,

Stacey Miner, Program Administrator  
Rural Counties' Environmental Services Joint Powers Authority





## Rural Counties' Environmental Services Joint Powers Authority Technical Advisory Group

Alan Abbs, Chair

Tom Varga, Vice Chair

Fifth Floor Conference Room, 801 12th Street, Sacramento, CA 95814

10:00 a.m. – 12:00 (noon)

Thursday, December 15, 2005

1. Review/Revise/Prioritize Agenda Items -- Alan Abbs
2. Status of California Integrated Waste Management Board appointees-- Mary Pitto
3. Update on off-road and on-road diesel emissions regulations – Mary Pitto
4. Discussion of Optional Disposal Reporting System (DRS) Training Modules – Alan Abbs
5. Solid Waste Pile Fires/CDF Workshop – Bill Mannell
6. DTSC Lead Study – Larry Sweetser
7. U-Waste Updates – Larry Sweetser
8. Updates on AB939 changes- Alan Abbs
9. SWRCB- Municipal/Industrial/Construction Stormwater Regulations Update – Alan Abbs
10. Significant Changes for SW Facilities/AB1497 -- Alan Abbs/Larry Sweetser
11. Discussion Regarding Potential ESJPA Group Contracts – Stacey Miner/Steve Engfer
12. Highlights of Nov/Dec Waste Board meetings -- Larry Sweetser
13. Election of TAG Chair/Vice Chair for 2006
14. Any other issues/items of interest or concern
15. Topic suggestions for next Technical Advisory Group meeting

-- adjourn --



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PROGRAM MANAGER — MARY PITTO

TECHNICAL ADVISORY GROUP CHAIR — ALAN ABBS,  
TEHAMA COUNTY

November 14, 2005

Ms. Rosario Marin, Chairperson  
California Integrated Waste Management Board  
P.O. Box 4025  
Sacramento, CA 94812

Subject: **Support:** November 15 Waste Board Agenda Item # 6, Alternative AB939  
Compliance System

Dear Ms. Marin,

The following letter is provided to support Waste Board Staff's recommendation to submit the AB939 Alternative Measurement System paper to the California Legislature (November 15-16 Agenda Item #6). The Rural Counties Environmental Services Joint Powers Authority (ESJPA) fully supports staff's continuing efforts to develop an Alternative AB939 Compliance System to reflect our increased understanding of waste issues since the original AB939 statute came into effect. The ESJPA, representing 22 rural counties in California comprising over 30% of California's land mass, but providing only 4% of the waste stream, has been very active in providing input during staff's research into this issue, in order to move towards a system that is simpler and more timely than the current system.

The Alternative Measurement System paper proposes a "two tier" approach wherein rural counties with less than 100,000 tons of disposed waste per year would be allowed to demonstrate AB939 compliance primarily through program implementation, rather than relying on a statistical diversion rate. The basis for Waste Board staff's recommendation and rural county support for this concept is the acknowledgement that rural jurisdictions show large inaccuracies in diversion percentage calculations based on even small changes in adjustment factors such as population and taxable sales. The proposed two tier approach would enable rural counties to concentrate more on program implementation and overall disposal tonnage, rather than calculations with resulting large margins of error.

Additionally, the Agenda item suggests that a simplified reporting and compliance system would enable Waste Board staff to provide more assistance to jurisdictions, including enhanced outreach, DRS analysis tools, case study dissemination and targeted implementation assistance for jurisdictions most in need. Rural counties typically have very low staffing levels and would welcome this type of additional assistance.

The ESJPA and its member counties appreciate the continued support provided by the Waste Board and staff on behalf of rural counties, as well as the opportunity to provide input on

November 14, 2005

Page 2 of 2

alternative methods of AB939 compliance through the stakeholder workshops, Committee meetings and Board meetings.

Sincerely,

Alan Abbs  
Solid Waste Specialist

CC: Pat Schiavo, Deputy Director, CIWMB  
ESJPA Member Counties

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Systems\aa.111405.ab939.Alt\_Compliance.comments.doc

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October 31, 2005

Karl Palmer, Chief  
Department of Toxic Substances Control  
P.O. Box 806  
Sacramento, CA 95812

**RE: Support – Extension of Regulatory Exemptions for Disposal of Certain Universal Wastes**

Dear Mr. Palmer:

Amador County, a rural county located in the Sierra Nevada foothills, appreciates the opportunity to provide our comments regarding the DTSC's consideration of the Universal Waste Exemption due to sunset after February 8, 2006.

Like many other rural counties, Amador works hard at providing recycling options for our residents' hazardous waste. However, the expiration of the U-Waste Exemption could have the potential to severely impact our collection operations.

When the DTSC banned the disposal of Cathode Ray Tubes (CRT's) in landfills, we noticed a significant and sustained increase in illegal dumping of these materials. Our only option was to charge in excess of \$30 at our transfer stations. Occasionally we could have collection events when grant funds were made available through the Waste Board.

Not until the Advance Disposal Fee (ADF) was implemented by statute were we able to contract with a certified hauler and recycler to offer the free collection of the CRT's at our transfer stations. Unfortunately, we see the same scenario for the Universal Waste Electronic Devices (UWED's) resulting in the unlawful disposal of these materials into the environment.

It seems prudent that the manufacturers of these materials will plan for end-of-life options such as take back programs. This is yet another example where local jurisdictions are forced to burden the costs of collecting, handling, and recycling materials that the manufacturers profit from.

We commend the DTSC's efforts to protect the environment, however UWED's have not been clearly defined nor has there been an estimation of the amount of the legacy UWED materials that will show up at our facilities. These materials may overwhelm our limited resources and reduce our ability to continue to provide high quality hazardous waste collection services to our residents.

We suggest an extension to the exemption to allow more time for the DTSC to clearly define UWED material, conduct research quantifying the amounts of legacy UWED material in California, and create a plan for the funding of local programs to handle UWED material.

Thank you for considering our position.

Very Best Regards,



Larry S. Peterson, P.E.  
Director

LSP/trw

FC: 144w file

cc: J. McHargue

SOLID WASTE LOCAL ENFORCEMENT AGENCY

REPRESENTING: LASSEN, MODOC, PLUMAS, & SIERRA COUNTIES

LASSEN COUNTY PUBLIC HEALTH DEPARTMENT  
1445 B Paul Bunyan Road, Susanville, CA 96130  
(530) 251-8528 FAX (530) 251-2668

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October 18, 2005

Shan Yee and/or Mary Misemer  
1001 "I" Street  
P.O. Box 806  
Sacramento, California 95812-0806

SUBJECT: Universal Wastes

I am a concerned, interested and affected party regarding Universal Wastes and the upcoming February 2006 deadline on disposal of household universal wastes. I am unable to attend the Workshop on October 24, 2005. Therefore, I would like to submit the following comments for the record.

**INTRODUCTION:**

In February 2006, all household generated Universal Wastes will be banned from landfills in California. All household hazardous wastes are already banned. Additional items, such as "anything with a cord" may fall under universal electronic wastes and be banned from disposal in the not too far future.

This is going to create a significant cost for the public, solid waste facility operators, and/or retailers to handle the materials legally. Markets may not be developed, hard to find or a long way from collection locations. It will also result in a significant increase in illegal disposal of many of the items. These issues will be exacerbated in spread out, low density, remote, rural areas

Some of the solutions include pre-disposal fees and return money programs to fund such handling. However, as the CRT program as an example, many remote rural areas do not receive the recycling incentive money because of excessive travel distances, and do not recover the cost of the program.

The handling of such material should primarily be market based. If the value, demand and market are there, the infrastructure will develop and recycling of the material will support and pay for itself.

Outright bans should be avoided, especially before the markets and infrastructure are established. However, in some situations, landfills may be the best, most cost affective and environmentally sound alternative for such items.

**ISSUES WITH CALIFORNIA BAN ON U-WASTES, E-WASTES AND HOUSEHOLD HAZARDOUS WASTES**

1. The Federal Government does not regulate, and specifically excludes from regulation, household generated universal waste and hazardous waste. Such a decision went though significant rule making process and input from the public and other stakeholders. There must have been good reasons for exempting (and I will hit some of those in the discussions to follow).
2. Some reasons why the federal government does not regulate these household materials and why California should not as well are:
  - a. The volumes and percentage of solid waste that these material make up is insignificant

- b. The economy of scale of dealing with these volumes is inefficient and impractical
  - c. A business generating more, in one location, can generally find suppliers or other routes of diverting their larger volumes of such materials, and at a cost that can be passed on to the clients.
  - d. Cost effective options may not be available for the public including near by local collection facilities, the handling of the small amounts in mandated time frames, markets, and/or transportation to any markets.
  - e. Because these materials could go to MSW landfills (exempt from Subtitle C), Subtitle D regulations were updated in the 1990's requiring liners, or exemptions for small, dry, rural landfills.
3. All landfills generate leachate and landfill gas, both of which almost always contain hazardous constituents. Household hazardous wastes, because of their quantity and percentage of waste, contribute little to the leachate.
  4. Most landfills are lined, and many are being double lined and have leachate collection system (because of federal requirements that came about because household hazardous waste could still go to landfills). Most of those that are not lined are very small landfills, in remote and dry locations with little potential for significant leachate, landfill gas or releases of household quantities of hazardous or universal wastes (as the federal government also concluded)
  5. Nearly everything disposed of gradually decomposes and frequently releases hazardous constituents. Much paper has inks that could be hazardous, many things have paint that could be hazardous, many things (plywood, particle board, card board, carpet, and you name it) have glues that could be hazardous, gypsum in particle board can generate hydrogen sulfide and hydrochloric acid, the myriad of plastics can break down to hazardous by products including vinyl chloride, almost anything of metals is eventually going to rust or decompose releasing the metals, and green, wood and other organic materials can break down into hazardous organic compounds. So does that mean that everything should be banned from landfills? Of course this is not practical.
  6. The California "hazard test" seems flawed. CRT's can be ground into fine powder and have a strong acid poured over it to fail a leachate test for hazardous levels of lead, but no landfill has ever had a lead problem, lead is not mobile, and lead is attenuated by soil. So it is NOT a problem.
  7. E-wastes and U-wastes have recognized and acknowledged lower risks or hazards.
  8. Illegal dumping of these materials will probably increase, as it has for CRT's, appliances, and other costly items. This is especially true in remote rural areas where illegal dumping is very easy to do and almost impossible to enforce against. Illegal dumping costs much money to clean-up and to attempt to prevent, and it does cause many public health, safety and environmental problems.
  9. Most of these wastes are subsidized by other solid waste activities. They cost extremely large amounts for the volumes handled and diverted from landfills.
  10. Many of the items, such as fluorescent tubes, are very problematic to handle. They are bulky and fragile, as are CRTs.

A well located and/or designed landfill is a safe, sound, economic and logical place to dispose of household hazardous wastes. Again, if a free market dictates or provides, the material can and will be recycled. If household hazardous and universal wastes are to be banned, then just about all solid waste should be banned.

If you have any questions, please do not hesitate to contact me at 530-251-8176.

Sincerely,

Original signed by Ernest S. Genter

Ernest S. Genter, REHS, CPSS  
LEA Coordinator



**To: ESJPA Board of Directors**

**From: Stacey Miner, Program Administrator**  
**Mary Pitto, Program Manager**

**Date: December 1, 2005**

**RE: ESJPA Budget – CY 2006**

The proposed ESJPA budget for the 2006 calendar year is shown on the following page based on the existing dues payment schedule.

In order to understand the budget, it is necessary to understand the inter-relationship between the ESJPA and RCRC. The following description is offered to assist in this regard. As everyone should know, the ESJPA and RCRC are two separate legal entities each with their own by-laws. Generally speaking, the Board of Directors of the ESJPA consists of delegates (or designated staff “alternates”) from 22 member counties. RCRC leadership is provided by a Board of Directors consisting of County Supervisors who are representatives of 30 participating counties. The ESJPA is a governmental agency and RCRC is a non-profit, mutual benefit corporation. The ESJPA, itself, does not employ staff. Instead, the ESJPA contracts with RCRC to provide the management, technical, and administrative services required to carry out direction from ESJPA delegates. This contract is subject to annual review and is next on the agenda.

As you know, during this past year three RCRC employees, assigned wholly or partly, to ESJPA activities left the organization (Jim Hemminger, Bliss Hipp, and Chamille Chorley). In the interim, Mary Pitto was assigned as the Program Manager; Stacey Miner, the Program Administrator, assumed all grant coordination; and RCRC contracted with the Tehama County/Red Bluff Sanitary Landfill Management Agency for the part-time (20%) services of Alan Abbs, Director, for additional solid waste technical support. For the past six months this seems to have worked effectively, so for the 2006 budget, RCRC proposes to maintain the existing structure with the following specifics. Mary will continue as the Program Manager dedicated 50% to the ESJPA; Stacey will be 95% dedicated to the ESJPA and assume some ESJPA regulatory responsibilities; RCRC will again contract for the part-time services of Alan; and one additional employee, a Grants Coordinator/Assistant, dedicated 85% to the ESJPA will be hired. RCRC also recommends continuing the consulting services of Larry Sweetser, Sweetser & Associates.

The ESJPA’s 2006 revenue includes \$118,800 in membership dues. Revenue from these dues (plus \$1,500 in miscellaneous income) are used by the ESJPA to pay: (1) RCRC for Technical Services (including advocacy efforts, regulatory involvement in accordance with the Board approved ESJPA/RCRC Agreement, and the part-time solid waste technical services of Alan Abbs; (2) the consulting services of Sweetser & Associates, and; (3) other miscellaneous expenses as listed in the budget, including a 1% contingency fund.



Note that the budget on the following page shows a payment of \$90,000 to RCRC for its Technical Support services to the ESJPA. This payment partially reimburses RCRC for the overall ESJPA costs, including personnel, overhead, and infrastructure support (i.e. office equipment, supplies, duplication costs, insurance, legal fees, postage, etc). RCRC's cost has generally exceeded the revenue for the ESJPA between \$20,000 to 60,000 annually. This year RCRC is projecting supplementing the ESJPA by approximately \$58,000.

In addition to income from membership dues, the ESJPA's FY 2006 revenue also includes grant reimbursements. As shown on the attached ESJPA Budget Summary, expense line items for Personnel (Direct Labor Grants and Overhead Grants) and Grant Reimbursed Costs are equal to the income line items similarly named. Grant related income is simply reimbursement for the actual grant eligible costs (to vendors, suppliers, contractors, etc) expended by the ESJPA. To cover its ESJPA-related personnel expenses, RCRC bills the ESJPA (in accordance with the ESJPA -RCRC Agreement) on an hourly basis for all grant-related work. The ESJPA then receives reimbursement from the granting agencies for these costs and uses grant reimbursement funds to pay the RCRC invoice.

The following is a list of current grant activities that are included in the CY 2006 budget.

- Household Hazardous Waste Grant (Regional) – 12<sup>th</sup> Cycle
- Household Hazardous Waste Grant (Regional) – 14<sup>th</sup> Cycle
- Used Oil Block Grants (Alpine, Amador, Colusa and Mariposa)
- Department of Conservation City/County Payments
- Tire Amnesty Day Grant

Also attached for your review is the 2005 Budget v. Actual Comparison as estimated through December 31, 2005.

Recommendation:

It is recommended that the ESJPA Board:

1. Adopt the 2006 ESJPA Budget as shown on the following page.



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**To: ESJPA Board of Directors**

**From: Stacey Miner, Program Administrator**

**Date: December 1, 2005**

**RE: ESJPA – RCRC Contract Services Agreement – CY 2006**

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The proposed ESJPA – RCRC Contract Services Agreement for the 2006 calendar year is shown on the following pages and is presented for your consideration and approval.

The purpose of this agreement is to provide personnel services for technical and grant-related activities. The terms and conditions of the 2006 contract remain consistent with the 2005 contract. RCRC will continue to provide technical and grant-related personnel services to the ESJPA. The ESJPA would pay RCRC \$7,500 per month (\$90,000 per year) out of the membership dues for advocacy efforts and regulatory involvement.

The Agreement also provides that the ESJPA will pay RCRC for reimbursable grant-related activities (principally staff time) on a per hour basis calculated monthly. The estimate for reimbursable grant-related activities 2006 is \$99,605. This amount includes direct and indirect personnel costs consistent with the terms and conditions of each grant or contract ESJPA is assigned to implement on behalf of participating member jurisdictions.

Recommendation:

It is recommended that the ESJPA Board adopt the 2006 ESJPA – RCRC Contract Services Agreement.

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## AGREEMENT

THIS AGREEMENT ("Agreement"), dated as of January 1, 2006, is entered into by and between the Rural Counties' Environmental Services Joint Powers Authority, a joint powers agency organized and operated under Articles 1-4 of Chapter 5 of Division 7 of Title I (commencing with Section 6500) of the California Government Code (hereinafter "ESJPA"), and the Regional Council of Rural Counties, a California nonprofit corporation (hereinafter "Contractor").

### R E C I T A L S

WHEREAS, ESJPA desires to obtain the services of Contractor; and,

WHEREAS, Contractor is competent and willing to provide such services to ESJPA,

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, ESJPA and Contractor (each a "party," or collectively, the "parties") agree as follows:

1. Contractor's Services.

Contractor shall perform the services described herein and otherwise as specified in **Exhibit A** hereto which is incorporated herein by this reference, under the supervision of ESJPA's Contract Manager. Contractor understands that ESJPA may desire Contractor to perform certain additional services related to the scope of services hereunder, and Contractor agrees to perform such additional services when requested by ESJPA in writing. All such additional services shall be performed as provided herein, unless otherwise provided by written amendment hereto, subject only to an adjustment reflecting the cost of such additional services and the time for performance.

2. Contractor's Personnel.

Contractor acknowledges that the personal services of Contractor's personnel are essential to the performance of Contractor's obligations hereunder, and that no substitution of Contractor's personnel so identified may be made without the prior written approval of ESJPA. Contractor shall not subcontract or assign any portion of the services provided hereunder without the prior written approval of ESJPA, except any subcontracted services identified in **Exhibit A**.

Contractor, and its agents and employees, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of ESJPA. By initialing this Agreement in the space provided immediately below, Contractor acknowledges that this Agreement is complete, that it does not create an employer-employee relationship between ESJPA and Contractor or any person performing services hereunder on behalf of

Contractor, and that this Agreement cannot and will not be modified by any oral representation of employment.

Contractor's Initials: \_\_\_\_\_

Contractor further acknowledges that its taxpayer identification number is 94-1366200, and warrants that it is responsible for paying payroll or any other kind of taxes resulting from compensation paid to Contractor hereunder.

3. Term.

This Agreement shall cover services rendered hereunder from January 1, 2006, until the earlier of completion of Contractor's work hereunder, termination of this Agreement as provided herein, or December 31, 2006, unless the term of the Agreement is otherwise extended by mutual consent of both parties. Contractor specifically acknowledges that time is of the essence with respect to completing its obligations hereunder, and that any failure to meet deadlines provided herein will result in material damage to ESJPA.

4. Compensation.

For services described in **Exhibit A** as "Non-Grant Related," Contractor shall be paid the sum of \$7,500 per month which shall be deemed to include all reasonable actual ordinary and necessary business expenses incurred for work performed hereunder.

For services described as "Grant Related" in **Exhibit A**, Contractor shall be compensated in the amount of the actual cost of personnel provided, including direct salary, benefits and related overhead expenses, all as specified in Contractor's invoices. However, if a specific grant program ("**Grant Program**") that the Contractor is administering, hereunder, includes a limitation on the right of Contractor to receive compensation for overhead costs, Contractor's compensation for such overhead costs shall be subject to the limitation specified in the Grant Program. The actual overhead for each hour of work performed by Contractor under this Agreement shall be the amount determined by Contractor's auditors, as adjusted from time-to-time. Nothing herein shall preclude ESJPA from directly contacting granting authorities for each Grant Program to seek the authority to modify any limitation on overhead compensation to be charged against a Grant Program.

Contractor shall submit invoices for services rendered and reimbursable expenses incurred to date not more frequently than monthly for compensation and reimbursement of allowable expenses. Approved invoices shall be paid by ESJPA within thirty (30) calendar days of receipt of such invoices.

The fees provided in this paragraph shall be the entire compensation due Contractor for these services and ESJPA shall not be liable for additional compensation for any of Contractor's time or expense except as provided herein.

5. Work Product; Confidentiality.

Contractor understands and agrees that all documents, information and reports developed in the course of performing its obligations hereunder shall be the property of ESJPA. Contractor agrees to exert its best efforts in the production of such work product of this Agreement. Contractor may retain copies of materials collected or produced hereunder during the term hereof, but in the event of termination of this Agreement, Contractor shall promptly deliver any such materials to ESJPA without exception or reservation.

If, in the course of performing its obligations hereunder, Contractor comes into possession of information known or reasonably expected to be confidential information from any source, Contractor will respect and maintain such confidentiality, whether under state, federal or common law, and be solely liable to any injured person in the event of its wrongful distribution of such confidential material.

6. Nonassignability.

No assignment of the rights nor delegation of the duties of Contractor whether in whole or in part shall be valid unless specifically agreed to in writing by ESJPA.

7. Termination.

A. Either party may terminate this Agreement at any time in the event the other party defaults in performance, fails to perform services in a timely fashion, or otherwise fails to comply with the terms of this Agreement. Either party's default or failure to perform shall be excused if prevented by acts of God, labor disputes or strikes, or other forces beyond such party's control.

B. Either party may terminate this Agreement without cause or default after having given thirty (30) calendar days notice to the other party which indicates which services and/or expenses hereunder are suspended from the date of such notice and the date of termination. Upon such termination, Contractor shall be entitled to compensation for services not suspended and actually rendered and/or expenses allowed to the date of termination and for any unreimbursed expenses otherwise payable hereunder.

8. Attorney's Fees, Costs.

If any action at law or in equity is brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other relief to which that party may be entitled. This provision for the recovery of attorney's fees and costs shall be construed as applicable to the entire Agreement.

9. Indemnification and Insurance.

Contractor shall indemnify, defend and hold harmless ESJPA, its officers, directors, agents, employees and attorneys, from any and all claims, causes of action, damages and losses, whether in law or equity (collectively, "**Claim**") arising from or related to the services performed by Contractor under this Agreement or accruing or resulting to any and all

contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies, in connection with Contractor's willful misconduct or negligent acts or omissions in the performance of Contractor's duties and services hereunder.

ESJPA shall promptly notify Contractor of any Claim made in connection with the performance of services rendered hereunder.

In order to ensure Contractor's obligations hereunder, Contractor shall maintain insurance as follows:

(1) Contractor shall maintain a commercial general liability insurance policy in the amount of not less than \$1 million per occurrence, and not less than \$2 million in the aggregate, from a carrier admitted in the State of California with a Best rating of not less than A-, VIII;

(2) Comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of not less than \$1 million from a carrier admitted in the State of California with a Best rating of not less than A-, VIII;

(3) Worker's Compensation Insurance as may be required by the California Labor Code for Coverage A (statutory limits) and not less than \$1 million for Coverage B (employer liability limits) from a carrier admitted in the State of California with a Best rating of at least B+, VIII;

(4) All such policies shall remain in force during the term of this Agreement and shall be payable on a "per occurrence" basis unless otherwise accepted in writing by ESJPA, and shall be in form acceptable to ESJPA and its insurance advisers. ESJPA shall be named as an "additional insured" on any policy as may be requested by ESJPA and Contractor shall provide certificates of insurance and any endorsements required signed by Contractor's insurer prior to the commencement of Contractor's services hereunder. Any such policies or endorsements shall provide for 30 days prior notice to ESJPA in the event of any termination or reduction in coverage of such insurance.

(5) Nothing contained herein shall be construed as or constitute a limitation of Contractor's liability or Contractor's responsibility in law or equity to indemnify and hold harmless from any and all claims, damages, losses and expenses that may arise by reason of Contractor's willful misconduct or negligence, and all remedies provided hereunder shall be cumulative with all other remedies under law or equity.

#### 10. Jurisdiction and Venue.

This Agreement shall be governed by the laws of the State of California without regard to choice of law if an action is brought in California based on activities outside California. Any action to enforce or interpret the terms of this Agreement shall be brought in Sacramento County, California.

11. Miscellaneous Provisions.

A. Partial Invalidity.

If any provision of this Agreement shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

B. Contractor's Qualifications.

Contractor covenants that it is competent to provide the services required hereunder and is licensed and qualified as necessary to perform such services in California and/or as provided herein. Contractor covenants that it will comply with all applicable federal, state and local laws affecting services provided hereunder.

C. Records and Audit.

Contractor shall maintain current and complete books and records relating to this Agreement, including, but not limited to, documents supporting all bids, income and expenditures. Books and records kept shall be original entry books with a general ledger itemizing all debits and credits for work performed hereunder. In addition, where applicable, Contractor shall maintain detailed payroll records including subsistence, travel and field expenses, and canceled checks, receipts and invoices for all such items. Contractor's documents, books and records shall be retained for at least five (5) years from the date of completion of this Agreement, and Contractor shall permit access to audit its books, accounts and records relating hereto, and such records of all business entities controlled by Contractor who participated in the performance of this Agreement. Any audit by ESJPA may be conducted on Contractor's premises, or at the option of ESJPA, Contractor shall provide all such records to ESJPA for such audit elsewhere. Contractor shall refund any moneys erroneously paid; if Contractor has erroneously billed for an amount exceeding five percent (5%) of the compensation paid hereunder, Contractor shall also be liable for the cost of audit in addition to any other penalty.

D. Nondiscrimination Clause.

During the performance of this Agreement, Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex or sexual orientation, ancestry, physical handicap, medical condition, marital status, or age (over 40).

E. Cooperation.

The parties shall cooperate with each other in the performance of their respective obligations hereunder. ESJPA's Contract Manager shall be Mary Pitto or such other person designated in writing by ESJPA. Contractor's representative for the purpose of any approvals or requests made hereunder shall be Brent Harrington.

F. Entirety, Amendments.

This Agreement supersedes any and all other agreements, oral or in writing, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter, and each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied or referred to herein, and that no other agreement, statement, or promise not contained or referred to in this Agreement shall be valid or binding.

This Agreement is entire as to all of the performances to be rendered under it. Breach of any of the performances to be rendered by Contractor shall constitute a breach of the entire Agreement and shall give ESJPA the right to terminate this Agreement. ESJPA's breach of any of the obligations created by this Agreement shall constitute a breach of the entire Agreement and give Contractor the right to terminate this Agreement.

No amendment or modification of the provisions of this Agreement shall be valid unless made in writing and signed by the parties hereto.

G. Disclosure.

Contractor agrees to make any necessary disclosures and filings required of Contractor under the California Government Code, if applicable.

H. Notice.

Any notice, tender, or delivery to be given hereunder by either party to the other may be effected by personal delivery in writing or by mail, postage prepaid, and shall be deemed communicated as of the date of actual receipt. Mailed notices shall be addressed as set forth below, but each party may change its address by written notice in accordance with this paragraph.

To Contractor:           Regional Council of Rural Counties  
801 12<sup>th</sup> Street, Suite 600  
Sacramento, California 95814  
Attn: Brent Harrington, President and CEO

To ESJPA:                 Rural Counties' Environmental Services Joint Powers  
Authority  
801 12<sup>th</sup> Street, Suite 500  
Sacramento, California 95814  
Attn: Mary Pitto, Program Manager



WHEREFORE, the parties hereto have executed this Agreement as of the date set forth above.

**CONTRACTOR:**

REGIONAL COUNCIL OF RURAL COUNTIES,  
A CALIFORNIA NONPROFIT CORPORATION

By: \_\_\_\_\_

Brent Harrington  
President and CEO

**ESJPA:**

RURAL COUNTIES' ENVIRONMENTAL  
SERVICES JOINT POWERS AUTHORITY, A  
JOINT POWERS AGENCY

By: \_\_\_\_\_

LaVada Erickson  
ESJPA Board Chair

## **EXHIBIT A**

Contractor shall provide professional, technical, administrative, and related support services to the ESJPA as follows:

A. Non-Grant Related Work: For the purposes of this Agreement, "non-grant related work" shall include all services provided by the Contractor for which the ESJPA does not receive reimbursement from a grantor agency. Under the direction of the ESJPA Board of Directors, this work shall include providing advocacy services on behalf of the member county interests; providing technical support services and information distribution; organizing, scheduling, preparing agendas, and recording minutes for ESJPA Board meetings, for the ESJPA Technical Advisory Group, and for the ESJPA Legislative Task Force; representing the ESJPA at conferences, workshops, and seminars, as well as to governmental agencies, trade associations, private industry, and other organizations; facilitating coordination and cooperation between member counties; preparing reports, technical memoranda, grant applications, and other documents on behalf of the ESJPA; managing ESJPA contracts and performing associated administrative and clerical duties; and other related services and projects as may be requested by the ESJPA Board of Directors.

B. Grant Related Work: Upon request by the ESJPA and/or member counties, Contractor shall provide services for the administration and implementation of grant-related projects. Services shall be provided by the Contractor in accordance with the requirements of the grantor agency and shall be consistent with the approved scope of work as described in the grant agreement between the ESJPA and grantor agency.

Contractor shall provide requested services to the ESJPA for the following grant programs:

- Household Hazardous Waste Grants
- Waste Tire Grants
- Used Oil Block Grants
- Used Oil Opportunity Grants
- SB 332 City/County Recycling Programs

Upon mutual agreement, RCRC may provide additional grant-related services, in accordance with the terms of this agreement, for other grant programs as may be requested by the ESJPA in writing.

C. Additional Work: Upon mutual written agreement of the parties, RCRC may provide additional services to the ESJPA beyond those specified above. The basis for compensation to RCRC for these additional services shall be as specified in writing and as agreed to by both parties.



**CHAIR** – LAVADA ERICKSON, SISKIYOU COUNTY

**VICE CHAIR** – BOB PICKARD, MARIPOSA COUNTY

**EXECUTIVE DIRECTOR** – BRENT HARRINGTON

**PROGRAM MANAGER** – MARY PITTO

**TECHNICAL ADVISORY GROUP CHAIR** – ALAN ABBES,  
TEHAMA COUNTY

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**To: ESJPA Board of Directors**

**From: Stacey Miner, Program Administrator**

**Date: December 1, 2005**

**RE: ESJPA Proposed Meeting Schedule – CY 2006**

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The proposed ESJPA meeting schedule for the 2006 calendar year is shown on the following page and is presented for your consideration and adoption. The proposed meeting schedule includes five meeting dates commencing in March 2006. This meeting schedule coincides with RCRC meeting dates to the greatest extent possible.

Please note that when RCRC has a one-day Board meeting, the ESJPA will begin its Board meetings at 9:30 a.m. When RCRC meetings carry over to the following day, ESJPA will begin its Board meetings at 1:30 p.m. The ESJPA Technical Advisory Group meetings will be held either before or after the ESJPA Board meetings. Notifications regarding meeting times will be sent out 10 days prior to the meeting date.

Note that the recommended 2006 ESJPA meeting schedule does not include an ESJPA Board meeting during the RCRC Annual Conference in September 2006.

Recommendation:

Consistent with the requirements of Section 8 of the Joint Exercise of Powers Agreement, amended and restated December 16, 2004, it is recommended that the ESJPA Board adopt the 2006 Board meeting schedule as shown on the attached.

ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA,  
DEL NORTE, EL DORADO, GLENN, IMPERIAL, INYO, LASSEN



MADERA, MARIPOSA, MODOC, MONO, NEVADA, PLUMAS,  
SIERRA, SISKIYOU, TEHAMA, TRINITY, TUOLUMNE

**CHAIR** – LAVADA ERICKSON, SISKIYOU COUNTY

**VICE CHAIR** – BOB PICKARD, MARIPOSA COUNTY

**EXECUTIVE DIRECTOR** – BRENT HARRINGTON

**PROGRAM MANAGER** – MARY PITTO

**TECHNICAL ADVISORY GROUP CHAIR** – ALAN ABBES,  
TEHAMA COUNTY

## ESJPA BOARD OF DIRECTORS REVISED 2006 MEETING CALENDAR

Thursday, March 23 <sup>rd</sup>	RCRC Conference Room – 2 <sup>nd</sup> Floor
Thursday, May 18 <sup>th</sup>	RCRC Conference Room – 2 <sup>nd</sup> Floor
Thursday, August 17 <sup>th</sup>	RCRC Conference Room – 2 <sup>nd</sup> Floor
Thursday, October 19 <sup>th</sup>	RCRC Conference Room – 2 <sup>nd</sup> Floor
Thursday, December 14 <sup>th</sup>	RCRC Conference Room – 2 <sup>nd</sup> Floor

\*\* Note: Meeting times are anticipated to be held from 1:30 p.m. to 4:00 p.m.

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