



**Board of Directors Meeting Meeting Agenda
Special Meeting**
Thursday, November 7, 2024
6:15 PM

Meeting Location:

**City of Hercules City Council Chambers
111 Civic Drive
Hercules, CA 94547**

This meeting agenda is available online at
www.recyclemore.com/about/board-meeting-agendas/

Americans with Disabilities Act

In compliance with the Americans with Disabilities Act (ADA) of 1990, if you need special assistance to participate in an Authority meeting, or you need a copy of the agenda, or the agenda packet in an alternative format, please contact the Board Secretary at (510) 609-1215 or by email at info@recyclemore.com with the following information: name, phone number, email, and type of assistance requested. Notification of at least 48 hours prior to the meeting or time when services are needed will assist Authority staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Public Comment

Members of the public are welcome to address the Board of Directors on items that are within the jurisdiction of the Authority. The Chair will call for public comment during the meeting. Comments by the public pertaining to items listed in this Agenda should be made at the time the item is considered by the Board of Directors. This Agenda also contains an agenda item for the Public to address the Board on matters not listed on the agenda. Public Comments are limited to 3 minutes per person and each speaker may speak only once under each agenda item. The Board of Directors may modify and/or waive these provisions. If you wish to make a public comment you may attend the meeting at the location stated above, fill out a Speaker's Card and submit it to the Board Secretary. Members of the public may also submit a comment by email to the Board Secretary at info@recyclemore.com no later than 11:59 p.m. the day prior to the meeting. Please indicate which item on the agenda you are commenting on in the subject line of your email. The Board Secretary will share all comments with the Board at the meeting and make them part of the public record.

1. Call to Order/Roll Call

The Chair will call the meeting to order and the Secretary will call the roll to establish the presence of a quorum.

2. Closed Session

None.

2.1 PUBLIC EMPLOYEE APPOINTMENT: Interim Executive Director

Closed Session

2.2 PUBLIC APPOINTMENT: Executive Director

Closed Session

2.3 CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION: Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case

Closed Session

3. Pledge of Allegiance

The Chair or a Member of the Board will lead the Pledge of Allegiance.

4. Ex Parte Communications Disclosures

The Chair of the Board will ask if any Director has an ex parte disclosure, pursuant to the Authority's Ex Parte Communications Policy, on any agenda items.

5. Public Comment

Receipt of public comment on non-agenda matters. This is the time when any person may address the Board of Directors on matters not listed on this agenda, but which are within the subject matter jurisdiction of the Authority. Public Comments are limited to 3 minutes per speaker, subject to adjustment by the Chair for orderly administration and timely completion of the meeting agenda. This includes but is not limited to moving immediately to the next speaker after a speaker has completed their comments within the allotted time, prohibiting speakers from yielding or granting their time to another person who is later in the queue to speak or who has already spoken, prohibiting speakers who have already spoken from speaking again regardless of whether it is during the public comment period or on an individual agenda item, and setting when and where in the agenda public comments shall be heard.

6. Consent Calendar

All matters under the Consent Calendar are considered to be routine and non-controversial. All matters listed in the Consent Calendar will be enacted with one motion. There will be no separate discussion of the items listed. However, upon request before action is taken on the Consent Calendar by a member of the Board or any interested party, items may be removed from the Consent Calendar and considered separately in the agenda order.

Consideration of a motion to approve the following actions:

6.1 October 10, 2024 Authority Board Meeting Minutes
Consider a MOTION to APPROVE the subject minutes.

6.2 October 29, 2024 Authority Board Meeting Minutes
Consider a MOTION to APPROVE the subject minutes.

7. Staff Report

Staff will provide updates on recent and upcoming activities.

7.1 Staff Report - Recycling and HHW Programs Update
Information only.

7.2 Staff Report - Outreach Programs Update
Information only.

8. Regular Agenda

8.1 Public Hearing to Consider Adoption of a Resolution to Approve of the Household Hazardous Waste Program Budget for Calendar Year 2025 and Approve the Calendar Year 2025 Post-Collection Rates.

Adopt Resolution 24-xx, which includes Attachments

1. Approve the Household Hazardous Waste Program Budget in the amount of \$1,544,766 for Calendar Year 2025 as set forth in Exhibit A to the Resolution; and
2. Approve the 2025 Post-Collection Rates for the Republic Services Collection Service Area as set forth in Attachment 1 to the Resolution.

SUGGESTED FORMAT FOR THE HEARING

- Open the Public Hearing.
- Receive report and presentation from RecycleMore staff.
- Questions and answers from the Board for RecycleMore staff and/or Republic Services representative.
- Receive any comments from the public.
- Close the Public Hearing.
- Board discussion and consideration of recommended actions.

8.2 Approve agreement with an individual to provide specialized services and serve as interim Executive Director

Approve, subject to ratification at the Authority's regular meeting on December 12, 2024, an agreement with an individual to provide specialized services and serve as the Interim Executive Director.

9. Board Member and Staff Announcements

INFORMATION ONLY. Announcement of matters of interest by Board Members,

Alternate Board Members, Executive Director and General Counsel.

10. Adjournment

Consideration of a motion to adjourn. The next regular Board of Directors' Meeting is scheduled for December 12, 2024 at 6:15 pm.



recyclemore
WEST CONTRA COSTA INTEGRATED
WASTE MANAGEMENT AUTHORITY

Agenda Report

DATE: November 7, 2024

TO:

FROM: John Bakker (Redwood Public Law)

SUBJECT: PUBLIC EMPLOYEE APPOINTMENT: Interim Executive Director

ACTION REQUESTED:

Closed Session

BACKGROUND:

ATTACHMENTS:

THIS PAGE INTENTIONALLY LEFT BLANK



recyclemore
WEST CONTRA COSTA INTEGRATED
WASTE MANAGEMENT AUTHORITY

Agenda Report

DATE: November 7, 2024

TO:

FROM: John Bakker (Redwood Public Law)

SUBJECT: PUBLIC APPOINTMENT: Executive Director

ACTION REQUESTED:

Closed Session

BACKGROUND:

ATTACHMENTS:

THIS PAGE INTENTIONALLY LEFT BLANK



recyclemore
WEST CONTRA COSTA INTEGRATED
WASTE MANAGEMENT AUTHORITY

Agenda Report

DATE: November 7, 2024

TO:

FROM: John Bakker (Redwood Public Law)

SUBJECT: CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION:
Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d)
of Section 54956.9: 1 case

ACTION REQUESTED:

Closed Session

BACKGROUND:

ATTACHMENTS:

THIS PAGE INTENTIONALLY LEFT BLANK



recyclemore
WEST CONTRA COSTA INTEGRATED
WASTE MANAGEMENT AUTHORITY

Agenda Report

DATE: November 7, 2024

TO: West Contra Costa Integrated Waste Management Authority Board

FROM: Peter Holtzclaw - Executive Director

SUBJECT: October 10, 2024 Authority Board Meeting Minutes

ACTION REQUESTED:

Consider a MOTION to APPROVE the subject minutes.

BACKGROUND:

The minutes of the October 10, 2024 Authority Board Meeting and written public comment are attached.

FISCAL IMPACT:

None.

ATTACHMENTS:

[Agenda Item 6.1 - Attachment 1: ActionMinutes 2024-10-10 \(DRAFT\).docx](#)

WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY (WCCIWMA)
BOARD OF DIRECTORS MEETING MINUTES – OCTOBER 10, 2024

Meeting Date | Time 10/10/2024 6:15 PM | Meeting Location City of Hercules - Council Chambers, 111 Civic Drive, Hercules, CA 94547

Meeting called by Board of Directors

Type of meeting Regular

Authority Staff Present Peter Holtzclaw, Reka Abraham, Lisa Borreani, Rachel Dice, Claudia Menjivar and Webster Nguyen

Legal Counsel John Bakker

Board Members Present:

Directors: T. Rudnick, El Cerrito; D. Romero, Hercules; A. Tave, Pinole (Chair); G. McLaughlin, D. Robinson and C. Zepeda (Vice Chair), Richmond; and R. Xavier, San Pablo

Absent: F. Glover and J. Gioia (Ex-Officio) Contra Costa County

CALL TO ORDER/ROLL CALL

Chair Tave called the regular meeting of the West Contra Costa Integrated Waste Management Authority (WCCIWMA), also known as RecycleMore, to order at 6:15 P.M.

The Roll Call established the existence of a quorum (Romero, Rudnick, Tave, Xavier and Zepeda).

Chair Tave adjourned into Closed Session at 6:16 P.M.

Director Robinson arrived at 6:22 P.M., and Director McLaughlin arrived at 6:23 P.M.

CLOSED SESSION

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: Executive Director

Chair Tave reconvened from Closed Session at 7:56 P.M. and advised there was no reportable action from the Closed Session.

PLEDGE OF ALLEGIANCE

Chair Tave led the Pledge of Allegiance.

EX-PARTE COMMUNICATIONS & DISCLOSURES

There were no ex-parte communications or disclosures.

PUBLIC COMMENT

No written comments were submitted, or oral comments made, by any member of the public.

CONSENT CALENDAR

WCCIWMA Legal Counsel John Bakker reported that Items 6.5 and 6.6 under the Consent Calendar both related to Executive Director compensation and the Brown Act required a verbal statement prior to action on those items. With respect to Item 6.5, he reported that item would approve a 3.5 percent increase to the Executive Director's base salary dated December 2, 2023, and Item 6.6 would, if approved, be a new contract with the Executive Director with a term from December 2, 2024 to December 1, 2027, and would start the base salary at \$204,259, with annual adjustments of 7 percent, 7 percent, and 5 percent respectively on December 2, 2024, December 2, 2025, and December 2, 2026, based on a favorable annual review, and give the Authority the right to extend the term by two years if it made certain retention incentive payments .

1. September 12, 2024 Authority Board Meeting Minutes
2. Sure Close Kitchen Food Scrap Pails Purchase
3. Clean Harbors Marine Flares Collection Contract
4. Cascadia Consulting Hercules MFD Outreach Contract
5. Increase in Executive Director Base Salary Effective December 2, 2023
6. Employment Agreement with Peter Holtzclaw Effective December 2, 2024

Director McLaughlin requested the removal of Item 6.6 from the Consent Calendar, to be considered at the end of the meeting agenda.

MOTION by Director McLaughlin to remove Item 6.6 from the Consent Calendar, to be considered at the end of the meeting agenda. SECOND by Director Xavier.

MOTION PASSED by the following Roll Call vote.

Ayes:	McLaughlin, Robinson, Rudnick, Xavier, Zepeda
Noes:	Romero, Tave
Abstain:	None
Absent:	None

MOTION by Director Romero to approve Consent Calendar Items 1 through 5, as submitted. SECOND by Chair Tave.

MOTION PASSED unanimously by a Roll Call vote.

STAFF REPORT

Mr. Holtzclaw brought up the change of the November 14th Board Meeting to be rescheduled to either November 7th or the 21st due to the Mayor's Conference. Director Romero moved to have it on November 7th, and Director Rudnick also agreed to have it on the 7th.

MOTION by Director Romero to move the November 14th board meeting to November 7th. SECOND by Director Rudnick.

MOTION PASSED by the following Roll Call vote.

Ayes:	Romero, Tave, Rudnick, Xavier, Zepeda
-------	---------------------------------------

Agenda Item 6.1 - Attachment 1

Noes: McLaughlin, Robison
Abstain: None
Absent: None

Staff Report Item 7.1 – Recycling and HHW Programs Update | **Presenter** | Reka Abraham – Recycling & Household Hazardous Waste Program Manager

The report from the Recycling and Household Hazardous Waste (HHW) Program Manager was presented in writing.

Staff Report Item 7.2 – Outreach Programs Update | **Presenter** | Lisa Borreani – Program Manager - Outreach

The report from the Outreach Program Manager was presented in writing.

REGULAR AGENDA

Agenda Item 8.1 – Draft Post Collection Request for Proposals (RFP) and Draft Post Collection Agreement (PCA) | **Presenter** | Peter Holtzclaw – Executive Director

Executive Director Holtzclaw stated the Board could agree to halt the RFP process for ninety days and with no pre-conditions the two sides could negotiate an extension, or the RFP process could continue.

Director Rudnick asked why WCCIWMA Legal Counsel had not attended that meeting, and Mr. Holtzclaw suggested it was not a legal question; it was more whether Republic Services would even agree to talk about an extension.

Director Rudnick was pleased that Republic did meet. She suggested a ninety-day negotiation appeared to be very long and if maintaining all the elements of the agreement and assessing a Consumer Price Index (CPI), there could be a six-months extension with all the same terms and the inclusion of a CPI. She noted there were elements of the PCA that needed to be ironed out.

Mr. Holtzclaw stated that would be getting ahead of the process. With something in the area of 30 to 60 days he could approach Republic and ask if they wanted a shorter timeframe, but as far as anything else there could be no conditions to the negotiations. There were two options, either open table for 30, 60 or 90 days, or go to an RFP.

Vice Chair Zepeda asked why the RFP had not been put out before now and Mr. Holtzclaw stated he had been directed by the Board to include El Cerrito language at the meeting in September. As directed by the Board, he brought back the final draft in September and as directed, included El Cerrito's language in the RFP and the PCA, and had talked to Republic about a possible extension. From June to September, he had met with regional staff, counsel and RecycleMore's PCA consultant, and had written a draft PCA and a draft RFP, which had been presented to the Board in July. There was no meeting in August and he had come back with the final in September.

Director McLaughlin recommended continuing with the RFP process and she had some concerns that she would share under the next item on the agenda. She did not support a pause to the RFP and she wanted to hear what Republic was offering, in writing, which was the best practice in terms of negotiation.

Agenda Item 6.1 - Attachment 1

Director Rudnick referred to the staff report and suggested that staff had indicated that the process had been slowed down because of El Cerrito, although Mr. Holtzclaw disagreed and stated the language in the RFP had come straight from El Cerrito staff.

Director Rudnick stated that El Cerrito wanted to negotiate directly with the contractor for more transparency and did not want anyone to believe that El Cerrito had slowed down the process. She stated all El Cerrito was asking for was that the credit be reflected in the RFP so that responders replying to the PCA knew that there would be a credit in relationship to El Cerrito. She stated El Cerrito was trying to help make things better.

Director Romero expressed concern that El Cerrito was trying to dictate a negotiation when it was not yet part of the process in that El Cerrito's current contract with its current vendor did not expire until January 1, 2026. He did not like the idea of sectioning out the recycling coordinators and getting specific credit for that. He suggested it was premature.

Director Robinson asked to confirm the Board's direction at the last meeting related to El Cerrito's inclusion in the PCA.

Mr. Holtzclaw referred to Page 61 in the packet under scope of services, which included El Cerrito's entry date of July 1, 2025 or January 1, 2026, to be negotiated with the contractor. He added that on Page 64 under Payments to RecycleMore, member agencies and other fees, No. 3, was the language about the credit mechanism where proposers were being asked how they would do that.

Director Robinson asked Director Rudnick whether or not that satisfied El Cerrito's request. She commented that she appreciated PowerPoints that pointed out changes since the last revision of a document as opposed to going over the entire document.

Director Rudnick confirmed that language satisfied El Cerrito's concern in that the onus would be on the contractor and the language would work for the funding.

Chair Tave asked for clarification of the meeting with Richmond, and Mr. Holtzclaw stated he had met with Republic to see if they were open to an extension, which was the direction given to him. He noted the direction from Director Rudnick was for a short-term extension. He stated that Republic would not agree to a short-term extension and added that no company would accept that. As to what an extension could look like, he stated Republic would have to go back to its corporate hierarchy to have the corporation even consider an extension. The discussion landed on 90 days and everything else, any other pre-condition of term or price, would either require a negotiation from an open slate or go to an RFP.

Vice Chair Zepeda verified with Mr. Holtzclaw that if the Board directed the publishing of the RFP at this meeting, it would be published next week and a timeframe had been laid out in the packet for the RFP with a proposer's meeting in November, written questions and a deadline for written responses in the first couple of weeks in November, and with responses due on December 20, 2024.

Vice Chair Zepeda asked whether there would be enough time to put someone in place by the contract end date, to which Mr. Holtzclaw stated it would depend on what the proposal looked like in that he had been clear that if any contractor indicated that it would build a facility, since there were no permitted facilities in the RecycleMore area, that would represent a non-responsive proposal and it would not be considered. He stated RecycleMore was not considering new construction, which would have been the case even if the RFP had been done three years ago since new construction had low odds of being permitted let alone built.

While a facility in another area could be proposed, Mr. Holtzclaw added that there were extraordinarily low odds that such a proposal would be economically competitive. He noted that if a responder already had permitted facilities, and he identified the other facilities out of the RecycleMore region as Redwood Landfill in Novato owned by Waste Management, Potrero Hills in Fairfield owned by Waste Connections, or Hay Road in Vacaville owned by Recology, he did not believe that any of those facilities had the permitted volume to accept WCCIWMA waste and did not have any transfer facilities, but if a bid was put in and a scheme could be created to get everything out there and it was competitive, that responder could proceed through the process if the proposal met the “sniff test” that the evaluation panel creates. He characterized that possibility as one in a million. He did not believe there would be any other proposal. He noted, for instance, that there had been no other proposals in Richmond’s RFP for Collections or for San Pablo’s Collections RFP. He explained why the landfills he had earlier cited outside of the RecycleMore area were not likely to be used and added that Alameda County where the Altamont Landfill in Livermore was located did not allow waste importations from other counties, and Republic owned the only other landfills in the region.

Mr. Holtzclaw stated the Ad Hoc report had gone into great detail with all of that information.

Chair Tave suggested that the RFP process would extend out RecycleMore’s ability to serve the community in that it significantly impacted the Board, the intended results, and that the process was running out of time. He liked the idea of some type of extension to understand the status of the RFP.

On the discussion, Mr. Holtzclaw clarified that would mean there would be a 90-day halt to the process and the negotiations would be open, meaning that the only thing with the negotiations would be the current contract and everything was open to negotiate. He stated there would have to be something in writing from the Board to him and something in writing to Republic from the Board prior to any meeting. The negotiations would be with the Executive Director, WCCIWMA Legal Counsel John Bakker, other RecycleMore staff, RecycleMore’s PCA consultant, and Republic’s negotiating team. He suggested the Board would want a subcommittee so that the negotiating team could keep the Board informed throughout the process, and nothing would happen unless it had been approved by the Board. He clarified that if the Board did not like what would come out of the negotiations, the RFP would be pursued. Director McLaughlin supported continuing to move forward with the RFP given that the result of the negotiations was as yet unknown and the Board needed as much time as possible for the RFP to move forward now.

No written comments were submitted, or oral comments made, by any member of the public.

MOTION by Chair Tave to direct Executive Director Holtzclaw to negotiate an extension, in writing, of the current contract, which would result in a 90-day halt to the Draft Post Collection Request for Proposals (RFP) and Draft Post Collection Agreement (PCA) process. SECOND by Director Romero.

MOTION FAILED by the following Roll Call vote:

Ayes:	Romero, Tave
Noes:	McLaughlin, Robinson, Rudnick, Xavier, Zepeda*
Abstain:	None
Absent:	None

*Vice Chair Zepeda stated he had to vote no given that was the direction from his City, but he expressed concern potentially wasting time and money.

Agenda Item 6.1 - Attachment 1

MOTION by Director Rudnick to continue with the Draft Post Collection Request for Proposals (RFP) and Draft Post Collection Agreement (PCA) process. SECOND by Director McLaughlin.

WCCIWMA Legal Counsel Bakker clarified that the motion was for approval from the Board before publishing the Draft Post Collection Services RFP, and if passed staff would be directed to publish the RFP as suggested in the timeline.

The motion did not get voted on and went into more discussion by Director McLaughlin.

On the question, Director McLaughlin requested a five-point modification to the proposal, to: 1) remove the Compliance Fund from the Draft Post Collection Agreement (Page 53); 2) add SB 54 language to address single-use packaging and plastic food service ware by shifting the plastic pollution burden from the consumer to the plastics industry in the compliance requirements for performance standards as well as including in general in the PCA language; 3) add language for construction and demolition diversion percentage requirements and confirm an associated amount for violation in the liquidated damages section, and Richmond City staff could provide additional language on the request; 4) remove the language stating that RecycleMore representatives could have unofficial contact with proposers; and 5) remove references to Republic Services in the documents along with other unnecessary references in the document (Section 5.3.3, Page 35 of the PCA or Page 110 of the packet).

Director Romero expressed concern with several of the points requested by Director McLaughlin and referred to the request to add SB 54 language. He suggested the state might have identified a start date well into the future that would be difficult to mandate now.

On the discussion of the appropriateness of removing references to the Compliance Fund from the Draft PCA, Mr. Holtzclaw stated it had nothing to do with who owned the fund. He added that he had told the Board many times this year that RecycleMore would take the Compliance Fund in house, which would be in RecycleMore's control by January 1, 2025. The only reason the reference to the Compliance Fund was in the RFP and the Draft PCA was that it was explanatory in that it was part of the rate structure; not who owns the Fund. The intent was to alert contractors that the post collection rate includes the six line items: Blended Material Rate for operations, Household Hazardous Waste (HHW), the RecycleMore operating budget, the Recycling Credit, the Compliance Fund and a compost cleaning fee, which is the Change In Law clause in the government fees section that will also handle SB 54 and any other new legislation coming forward. Any contractor would need to be aware of the rate structure to understand how the rates are set. They will not be holding the Compliance Fund, but they will be doing compliance activities. He clarified the RFP is only asking for the blended material rate, which is the top line operational rate, and the HHW rate. No other rates will be asking for a bid, because the contractor will not control any other line item.

Director McLaughlin reiterated her request to remove the Compliance Fund and noted that Republic was the only entity that had utilized expenditures from the Compliance Fund, although Mr. Holtzclaw stated that was incorrect.

WCCIWMA Legal Counsel Bakker added that putting it in the RFP and the contract would allow RecycleMore the right to set the Compliance Fund from year to year and Mr. Holtzclaw explained that it was also the mechanism for how the rates actually rolled into a ratepayer. Collection company bills residential, commercial, industrial customers, and the money is parsed out of that collection, post collection funds are part of that system. All the elements roll back to the collection company when they bill each customer. That is how the franchise fees come back to general funds, that is how the Authority gets funded.

Agenda Item 6.1 - Attachment 1

Director McLaughlin wanted to avoid any confusion on the Board and could agree to allowing the Compliance Fund to remain as long as the rest of the Board agreed but she still urged that the other four points remain.

Mr. Holtzclaw reiterated, as he had last month, that time was of the essence and much of that information could have been done a couple of months ago with better communications between staff and the Authority, but after the process when there would be a proposal and everything would be negotiated, and if not included now, it could still be brought in later. Whatever the draft PCA looks like now will be far different five months down the road.

Director McLaughlin made a substitute motion and suggested that her first three points could be considered in the negotiation process but the other two should remain: 1) remove the language allowing RecycleMore representatives to have unofficial contact with proposers; and 2) remove the unnecessary references to Republic Services in the documents.

Director Romero verified with Director McLaughlin which of the five points could be addressed in negotiations and which she would like to see addressed in the Draft RFP and Draft PCA. He requested that if Richmond staff had any issues with Republic Services they could contact RecycleMore staff and identify the pages of the documents involved.

MOTION by Director Rudnick to accept the substitute motion to continue with the Draft Post Collection Request for Proposals (RFP) and Draft Post Collection Agreement (PCA) process, with the removal of language allowing RecycleMore representatives to have unofficial contact with proposers, and the removal of unnecessary references to Republic Services in the documents. SECOND by Director McLaughlin.

MOTION PASSED by the following Roll Call vote.

Ayes:	McLaughlin, Robinson, Rudnick, Xavier, Zepeda
Noes:	Romero, Tave
Abstain:	None
Absent:	None

A five-minute break was taken at 8:55 P.M.

Agenda Item 8.2 – Workshop – Calendar Year 2025 Household Hazardous Waste Budget | Presenter | Peter Holtzclaw - Executive Director

AND

Agenda Item 8.3 – Workshop – Calendar Year 2025 Post Collection Rates | Presenter | Peter Holtzclaw - Executive Director

Executive Director Holtzclaw presented the annual workshop on the HHW Budget and highlighted the draft HHW budget, the initial blended per ton rates and the overall post collection rates. He presented the reconciliation of HHW and pointed out the budget for 2023 and the actuals for 2023. He particularly noted the line items for the Richmond facility and the El Cerrito facility third party subcontractors, and highlighted the budget items and the projected and actual results. He reported that \$1,326,167 had been budgeted for HHW operations in 2023 while the actual was \$1,587,909. The difference of \$261,543 would come back over into the rate structure. He added that this was the first time in five years that the spend was more than the budget. He stated that increased disposal fees were the reason for the increase in the HHW budget this year, and although there had been discussions amongst all

Agenda Item 6.1 - Attachment 1

involved as to whether or not to go out to bid to secure less expensive disposal rates, that had been found to be impractical because the increased disposal fees were an industry-wide phenomenon.

For the 2025 post collection rates, Mr. Holtzclaw showed the differences between the 2024 and 2025 budgets and noted that the increases were just CPI increases. He stated that 2.57% was the CPI indicator for this year, 85% of CPI, and the budget only increased about \$20,000 year over year; the El Cerrito operational expenses increased by \$49,000; the sharps program and the one-day events were identified with big negatives, although the sharps program would only be done for six months because the new PCA would come into existence in July. The rest of the budget for the whole post collection system was not changed because the per ton rate remained the same by dividing everything by two.

Mr. Holtzclaw stated the three one-day events had been zeroed out in that there were too many unknowns going forward with the RFP process and the extensions and the one-day events would be negotiated back in after the RFP process. The other zeroing out had been with the Compliance Fund because there is enough money in the fund to hold the Authority until July 1, 2025. He also commented that the per ton rate of \$9.25/ton was a 22 percent increase based on the disposal rates. He added that putting in the spend for the one-day HHW events and sharps would show something more of a per ton rate of \$10.25/ton or \$10.50/ton, so there would be a bump for HHW going forward in 2025.

With respect to the rate structure, Mr. Holtzclaw identified how the rate structure had been laid out with compensation for Republic Service's post collection services. There was no cost element; it was all CPI driven. He also referenced the other six line items earlier identified with the RFP, and reported a \$4.65 per ton blended material rate increase, which was around 3.97 percent with a \$.01 round up; the RecycleMore budget was increasing quite significantly by \$3.39/ton; the recycling rebate increasing by \$1.28/ton; government fees by \$.15/ton, the Compliance Fund was being zeroed out with a reduction of \$2.10/ton; HHW increased by \$1.68, and change in law increased by \$.31. Noting that tonnages had leaked out of the franchise system for the last five years in the 1.0 to 3.0 percent range, he stated this year it had only decreased by half a percent.

Mr. Holtzclaw described the process of rate setting, billing, payment and rate return to RecycleMore for its budget. He identified the new blended rate of \$121.81 multiplied by a volume of 154,000 tons for a total revenue requirement, which was segmented between residential, commercial and industrial resulting in can rates for residential, ton rates for industrial and yardage rates for commercial customers.

Mr. Holtzclaw reported the new rates as between \$.20 and \$.98/month for residential customers, commercial customers' increase would be \$.15/yard and industrial customers' increase would be around \$13.00/ton. \$4.66 per year increase from \$117.15 to \$121.81 for the new rate. He explained that the RecycleMore rate had been kept low for the last several years.

Director Romero commented that the current PCA contract had been very successful and RecycleMore had not taken double digit increases as others in the area had taken.

Mr. Holtzclaw agreed that the PCA had been extremely successful for ratepayers. He characterized the bones of the PCA as very strong, stated there was good compliance and CalRecycle had looked at RecycleMore as a solid agency with solid programs. He did state that there is some room for improvement, including C&D requirements as Director Mclaughlin mentioned. However he clarified that the heart of the PCA is very strong and the blanket rate structure makes things very easy when it comes to keeping costs low and contract management.

Agenda Item 6.1 - Attachment 1

Vice Chair Zepeda verified with Mr. Holtzclaw that the budget was calendar year, this rate is good for six months, and that it had included the potential cost increase because of the RFP.

Mr. Holtzclaw stated as he had explained in his reports, given the marketplace, an extension could be negotiated, which was where RecycleMore would keep the bargaining control and maintain the status quo. With a contract extension, there would be a built-in guardrail against significant rate increases. He noted, for instance, that Republic had been getting less than a 3 percent increase year after year for the last 12 years while business costs had significantly increased far more than that. He explained the way garbage contracts usually worked was that costs would ramp up quickly at the beginning with new trucks and other equipment and then tail off at the end. The intent was to keep costs somewhat even to avoid rate shocks. So going forward, there was a contract that was ending that had done very well for the Authority. He suggested an extension could be negotiated and the public perception would mean that Republic, or any operator in this situation, would not go for a price increase of more than 15 percent to keep from being sullied in the press or the community or the RFP route could be pursued, where the marketplace is asked for a price. In certain geographic regions that have competitive facilities and companies he stated that would work but those geographic regions in California are sparse because of the whole evolution of waste in the last 50 to 75 years. He suggested the choice was pretty easy in that the RFP route would increase rates by 30 to 50 percent because the bargaining power would be given up, or there could be an extension for 15 percent. He confirmed that because of the new agreement that would become effective July 1, 2025, the rates would be raised again and be good for a year and a half.

Director McLaughlin asked that some of the metrics for the HHW performance be included as an attachment to the budget or be placed on the website to ensure transparency.

Lisa Borreani explained that she would place the 2023 HHW metrics on the website.

Mr. Holtzclaw stated with no direction from the Board the same rate structure would come back to the Board in November.

BOARD MEMBER AND STAFF ANNOUNCEMENTS

Chair Tave reported that there had been a Dumpster Day in Pinole on October 5, 2024 where 400 people had lined up at 6:00 A.M. and it had been a very successful day.

Director Rudnick reported that on October 12, 2024 El Cerrito would hold its Citywide Garage Sale Day, which had been very popular in the region and the City's website would announce to all West County all the registered homes that would participate on that day.

CONSENT CALENDAR

The following item from the Consent Calendar had been continued to this point in the meeting agenda.

Director Romero excused himself from the meeting and left the Council Chambers at this time.

6.6 Employment Agreement with Peter Holtzclaw Effective December 2, 2024

Director McLaughlin stated she did not feel comfortable approving the Employment Agreement for the Executive Director, and she made a motion not to approve the Employment Agreement.

Agenda Item 6.1 - Attachment 1

No written comments were submitted, or oral comments made, by any member of the public.

Director Robinson asked what would happen after December 1, 2024 if the Employment Agreement with the Executive Director was not approved.

WCCIWMA Legal Counsel Bakker explained that the current Employment Agreement extended through December 1, 2024, and once it expired Mr. Holtzclaw would no longer be employed by WCCIWMA.

MOTION by Director McLaughlin not to approve the Employment Agreement with Peter Holtzclaw. SECOND by Director Xavier.

MOTION PASSED by the following Roll Call vote.

Ayes:	McLaughlin, Robinson, Rudnick, Xavier, Zepeda
Noes:	Tave
Abstain:	None
Absent:	Romero [Excused]

ADJOURNMENT

With consensus of the Board, Chair Tave adjourned the meeting at 9:37 P.M. until the special Board meeting scheduled for November 7, 2024 at 6:15 P.M.

I hereby certify the foregoing to be a true and correct statement of the Official Minutes of the West Contra Costa Integrated Waste Management Authority Board meeting held October 10, 2024.

Board Secretary

Date

THIS PAGE INTENTIONALLY LEFT BLANK



recyclemore
WEST CONTRA COSTA INTEGRATED
WASTE MANAGEMENT AUTHORITY

Agenda Report

DATE: November 7, 2024

TO: West Contra Costa Integrated Waste Management Authority Board

FROM: Peter Holtzclaw - Executive Director

SUBJECT: October 29, 2024 Authority Board Meeting Minutes

ACTION REQUESTED:

Consider a MOTION to APPROVE the subject minutes.

BACKGROUND:

The minutes of the October 29, 2024 Authority Board Meeting and written public comment are attached.

FISCAL IMPACT:

None.

ATTACHMENTS:

[Agenda Item 6.2 - Attachment 1: ActionMinutes 2024-10-29 \(DRAFT\).docx](#)

WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY (WCCIWMA)
BOARD OF DIRECTORS MEETING MINUTES – OCTOBER 29, 2024

Meeting Date | Time 10/29/2024 6:00 PM | Meeting Location 3220 Blume Drive, Suite 161
Richmond, CA 94806

Meeting called by Board of Directors
Type of meeting Special Board Meeting
Authority Staff Present Claudia Menjivar
Legal Counsel John Bakker

Board Members Present:
Directors: T. Rudnick, El Cerrito; D. Romero, Hercules; A. Tave, Pinole (Chair); G. McLaughlin, and C. Zepeda (Vice Chair), Richmond; and R. Xavier, San Pablo
Absent: D. Robinson, Richmond; F. Glover and J. Gioia: (Ex-Officio) Contra Costa County

CALL TO ORDER/ROLL CALL

Chair Tave called the regular meeting of the West Contra Costa Integrated Waste Management Authority (WCCIWMA), also known as RecycleMore, to order at 6:00 P.M.

The Roll Call established the existence of a quorum (McLaughlin, Romero, Rudnick, Tave, Xavier and Zepeda).

PLEDGE OF ALLEGIANCE

Chair Tave led the Pledge of Allegiance.

PUBLIC COMMENT

No written comments were submitted, or oral comments made, by any member of the public.

EX-PARTE COMMUNICATIONS & DISCLOSURES

There were no ex-parte communications or disclosures.

Chair Tave adjourned into Closed Session at 6:02 P.M.

CLOSED SESSION

1. PUBLIC EMPLOYEE APPOINTMENT
Title: Interim Executive Director
2. REPORT OUT OF CLOSED SESSION: Provide a report to the Public in open session of reportable action(s) taken by the Board during closed session.

Chair Tave reconvened from Closed Session at 7:16 P.M. and advised there was no reportable action from the Closed Session.

ADJOURNMENT

With consensus of the Board, Chair Tave adjourned the meeting at 7:17 P.M. until the Special Board meeting scheduled for November 7, 2024 at 6:15 P.M.

I hereby certify the foregoing to be a true and correct statement of the Official Minutes of the West Contra Costa Integrated Waste Management Authority Board meeting held October 29, 2024.

Board Secretary

Date

DRAFT

THIS PAGE INTENTIONALLY LEFT BLANK



recyclemore
WEST CONTRA COSTA INTEGRATED
WASTE MANAGEMENT AUTHORITY

Agenda Report

DATE: November 7, 2024
TO: West Contra Costa Integrated Waste Management Authority Board
FROM: Reka Abraham - Program Manager
SUBJECT: Staff Report - Recycling and HHW Programs Update

ACTION REQUESTED:

Information only.

BACKGROUND:

Program Updates:

1. SB1383
 1. Edible Food Recovery
 1. Food Shift connecting with food recovery organization in West County to learn their needs and match with generators who have the right surplus edible food to donate
 2. CRRRA commercial edible food inspections training Nov. 6-8
 3. FY23/24 grant – progress reports from grant recipients due Nov. 30
 4. FY24/25 grant – drafting grant documents – this cycle will fund equipment, utility expenses, gas expenses and vehicle rentals.
 2. Waiver Verifications
 1. Site inspections occurring monthly for 2021 waiver approvals
 3. Enforcement
 1. Enforcement workflow determined with member agencies to match MOUs
 1. RecycleMore to send notice of non-compliance and warning of violation (except for Richmond), giving non-compliant generators 60 days to take action before recommending to member agency to send notice of violation
 1. Generators in Richmond only receive a notice of non-compliance before City of Richmond initiates enforcement
 2. Drafting warning of violation letter template
1. HHW

1. Marine Flares collection event occurred Oct. 16 – Nov. 2
2. Shipment with Clean Harbors November 3
2. Other Programs
 1. El Cerrito Program Tracker - SMART 1383 transition
 1. Transition complete. Recyclist contract ended October 31
 2. DIY Repair Workshop – RecycleMore planning next event with Sustainable Contra Costa El Cerrito
 1. Partnering with City of El Cerrito for March 2024 event to occur at the El Cerrito Community center

ATTACHMENTS:



recyclemore
WEST CONTRA COSTA INTEGRATED
WASTE MANAGEMENT AUTHORITY

Agenda Report

DATE: November 7, 2024
TO: West Contra Costa Integrated Waste Management Authority Board
FROM: Lisa Borreani - Program Mgr
SUBJECT: Staff Report - Outreach Programs Update

ACTION REQUESTED:

Information only.

BACKGROUND:

PROGRAM UPDATES – Planned for November 2024

1) Website

- New Website Launch with partners Nerd Crossing – Live 10/31/24 (www.recyclemore.com)
 - NOTE: Routeware (formerly Recyclist) contract ended October 31
- Re:Source Guide – Guide for Reuse, Repair, Recycling, and Safe Disposal. Using this in place of previous online recycling guide. Effective 11/1/24. (recyclemore.com/guide)
- Holiday closures notification for facilities

2) Social Media

- 11/15: America's Recycles Day
- 11/21: Thanksgiving - Food Waste/Food Statistics
- 11/24: Food Drive – Support Local Food Banks
- 11/XX: Holiday Closures – Facilities

3) School Programs - Partnership with Republic Services

- Scheduling for in person school presentations and assemblies, as well as facility tours for the 24-25 school year.

4) SB 1383 – Outreach Activities

- Begin strategy planning for annual communications for early Q1 2025.
- Organics Campaign Support – November/December 2024 - Regional Recycling Group

5) Republic Services Newsletter - Q1 2025 (Working with Member Agencies and Republic Services)

6) Other Programs

- Sharps/Pharms Kiosk Signage – Redo, print, and place signage on kiosks
- VSQG Program - Begin outreach strategy planning
- Door to Door HHW Collection Program - Begin outreach strategy planning

ATTACHMENTS:



recyclemore
WEST CONTRA COSTA INTEGRATED
WASTE MANAGEMENT AUTHORITY

Agenda Report

DATE: November 7, 2024

TO: West Contra Costa Integrated Waste Management Authority Board

FROM: Peter Holtzclaw - Executive Director

SUBJECT: Public Hearing to Consider Adoption of a Resolution to Approve of the Household Hazardous Waste Program Budget for Calendar Year 2025 and Approve the Calendar Year 2025 Post-Collection Rates.

ACTION REQUESTED:

Adopt Resolution 24-xx, which includes Attachments

1. Approve the Household Hazardous Waste Program Budget in the amount of \$1,544,766 for Calendar Year 2025 as set forth in Exhibit A to the Resolution; and
2. Approve the 2025 Post-Collection Rates for the Republic Services Collection Service Area as set forth in Attachment 1 to the Resolution.

SUGGESTED FORMAT FOR THE HEARING

- Open the Public Hearing.
- Receive report and presentation from RecycleMore staff.
- Questions and answers from the Board for RecycleMore staff and/or Republic Services representative.
- Receive any comments from the public.
- Close the Public Hearing.
- Board discussion and consideration of recommended actions.

BACKGROUND:

Republic Services, and each of its affiliates, provides post-collection services to RecycleMore through an agreement between Republic and RecycleMore. This includes the services and facilities of Golden Bear Transfer Station, Keller Canyon Landfill, West Contra Costa Sanitary Landfill, and West County Resource Recovery. Per Article 5 of the PCA, Republic's sole compensation for services provided to RecycleMore is via the Blended Per Ton Rate. The

Blended Per Ton Rate is charged by Republic to the solid waste hauler, Richmond Sanitary Service (a Republic affiliate), providing solid waste collection services to RecycleMore's member agencies, except El Cerrito, which has its own post-collection agreement and sets its own post-collection rates. Each Member City oversees the collection rates charged by their franchised haulers.

One of RecycleMore's responsibilities is to approve the maximum annual Post-Collection Rate which, when added to the collection rates established pursuant to each member agency's collection franchise agreement, equals the total amount charged to solid waste ratepayers. The Board is asked to adopt a rate schedule that approves the Post-Collection Rates to be included in the total amounts charged to the residential, commercial and industrial solid waste customers effective January 1, 2025. Residential Post-Collection Rates are a monthly amount for each service level (20, 35, 65, and 95-gallons), Commercial Post-Collection Rates are a flat amount per cubic yard, and Industrial Post-Collection Rates (for those customers using debris boxes and compactors) are on a per-ton basis.

DISCUSSION:

EXECUTIVE SUMMARY

On October 10, 2024, the RecycleMore Board held workshops regarding the draft Calendar Year 2025 Householder Hazardous Waste (HHW) Budget and the draft Calendar Year 2025 Post-Collection Rates. Staff informed the Board that the proposed 2025 rates will hold for 6 months, and then new Post Collection rates will begin with the start of a new Post Collection Agreement, anticipated to be signed before July 1, 2025. The new rates as of 7/1/2025, an outcome of the current PCA-RFP process, will hold for 18 months until 1/1/2027, when new rates that will be determined through a similar rate process in October and November, 2026, unless a different process is negotiated in the current PCA-RFP process. During those workshops, RecycleMore staff presented initial findings and answered questions posed by the Board.

At the Conclusion of the workshops, the Board did not direct changes to the draft 2025 HHW Budget or the 2025 Post-Collection Rates.

BACKGROUND

One of RecycleMore's annual responsibilities is to approve the annual HHW Budget. Section 5.3.3 of the Post-Collection Agreement (PCA) stipulates that Republic and RecycleMore shall jointly prepare and submit a draft HHW drop-off services budget to RecycleMore Board of Directors annually for review and approval. Once approved, the HHW budget serves as the

revenue requirement for the HHW portion of Republic's Blended Per Ton Rate.

Another of RecycleMore's responsibilities is to approve the maximum annual Post-Collection Rate which, when added to the collection rates established pursuant to each member agency's collection franchise agreement, equals the total amount charged to solid waste ratepayers. The Board is asked to adopt a rate schedule that approves the Post-Collection Rates to be included in the total amounts charged to the residential, commercial and industrial solid waste customers effective January 1, 2025. Residential Post-Collection Rates are a monthly amount for each service level (20, 35, 65, and 95-gallons), Commercial Post-Collection Rates are a flat amount per cubic yard, and Industrial Post-Collection Rates (for those customers using debris boxes and compactors) are on a per-ton basis.

Republic Services, and each of its affiliates, provides post-collection services to RecycleMore through an agreement between Republic and RecycleMore. This includes the services and facilities of Golden Bear Transfer Station, Keller Canyon Landfill, West Contra Costa Sanitary Landfill and West County Resource Recovery. Per Article 5 of the PCA, Republic's sole compensation for services provided to RecycleMore is via the Blended Per Ton Rate. The Blended Per Ton Rate is charged by Republic to the solid waste hauler, Richmond Sanitary Service (a Republic affiliate), providing solid waste collection services to RecycleMore's member agencies, except El Cerrito, which has its own post-collection agreement and sets its own post-collection rates.

Each member agency oversees the collection rates charged by their franchised haulers. RecycleMore staff completed review of the proposed 2025 Blended Per Ton Rate adjustment in conjunction with calculating the 2025 Post-Collection Rates. It should be noted that the 2025 rates will hold for 6 months, and then new Post Collection rates will begin with the start of a new Post Collection Agreement, anticipated to be signed before July 1, 2025.

ANALYSIS

2025 Household Hazardous Waste (HHW) Budget

The HHW Budget is a component of the Post-Collection Rate calculation. Republic budgets its HHW costs on a calendar year basis to track with annual rate setting. At the October 10, 2024 Board meeting, the Board reviewed the Republic submitted and staff proposed 2025 HHW Budget in the amount of \$1,544,766. The proposed 2025 HHW Budget includes continued funding for:

- One day per week operation of a Satellite HHW Facility in El Cerrito.
- Four day per week (Wednesday through Saturday) HHW Collection Service at the Republic/West County Resource Recovery (WCRR) HHW Facility in North Richmond.
- Door-to-door services for senior residents and persons with disabilities and collection

kiosk services to collect medical sharps and pharmaceuticals.

- There is no funding for the annual one-day events in the summer, due to the current PCA-RFP process. These can be negotiated back in during the subsequent contract negotiations after the RFP is finished.

The annual HHW Budget is set per the 2019 First Amendment to and Restatement of Side Letter Agreement (Budget and Balancing Account for Household Hazardous Waste Operations) which was approved by the Board in November 2019. The Side Letter states how each line of the HHW Budget is to be set each year.

For 2025, Most HHW Budget expenses are adjusted by 85% of CPI (a 2.57% increase for the 2025 HHW Budget) based on the Board-approved 2024 HHW Budget. Other components of HHW Budget include RecycleMore requested Program Expenses, credits for HHW Revenues received, credit or debit pursuant to the Balancing Account established by the Side Letter, and Republic's Profit Margin on allowable expenses. The 2025 HHW Budget has been calculated in accordance with the 2019 First Amendment to and Restatement of Side Letter Agreement and will continue all existing HHW services.

The proposed Calendar Year 2025 HHW Budget is \$1,544,766, which is \$281,418 (22.3%) more than the 2024 HHW Budget and is due to the increase in the net Balancing Account because of increasing HHW disposal rates throughout the state. By adopting the 2025 HHW Budget, the HHW Budget component of Republic's Blended Per Ton Rate would increase by \$1.68 from \$7.57 per ton to \$9.25 per ton.

2024 Blended Per Ton Rates

On October 12, 2024, the RecycleMore Board conducted a workshop on calendar year 2025 Post-Collection Rates and Republic's Blended Per Ton Rate. During the workshop, RecycleMore staff reported the following regarding Republic's Blended Per Ton Rate:

- **Processing, Recycling, and Disposal:** \$2.50 increase due to the annual 85% of CPI increase (capped at 4%) in the Material Specific portion – this portion is Republic's compensation for PCA services except HHW.
- **HHW Funding:** \$1.68 increase for the HHW portion of the per ton rate – this portion increases or decreases with changes in the HHW budget.
- **Authority Funding:** \$3.39 per ton increase; this portion includes the Authority's revenue for 2025, which is \$1,706,122, and results in a \$3.39 per ton increase, to \$10.22.
- **Government Fees:** \$0.15 increase due to adjustments to the Governmental Fees portion of the per ton rate – this portion compensates Republic for changes in government fees based on tonnage and fee amounts.
- **Recycling Rebate:** \$1.28 per ton decrease due to an increase in the Recycling Rebate portion of the per ton rate – this portion is a "credit" to the rate, and that credit comes

back to help rate payers The mixed paper market, which the rebate is based on, performed slightly better last year versus 2023, meaning this credit is slightly higher for the 2025 rate.

- **Regulatory Compliance:** \$2.10 per ton decrease due to not funding of the Regulatory Compliance portion of the per ton rate. This portion generates revenues for the Authority's and Republic's CalRecycle compliance activities. Republic and staff are proposing \$0 to fund projects relating to activities supporting compliance with State laws AB 1826 and SB 1383, based on the current PCA-RFP process. The Compliance Fund has over \$500,000 in it, and will cover any compliance expenses until this line item can be reestablished after the PCA-RFP process.
- **Change in Law Request:** \$0.31 per ton increase for change in law/compost cleaning fee, based on volumes and compost revenue share.

2025 Post-Collection Rates

Funds for the revenue requirement derived from the Blended Per Ton Rate are generated by charging an appropriate Post-Collection Rate to collection customers. Only industrial customers (those using debris boxes and compactors) pay on a per-ton basis. Residential and commercial customers pay on either a per can (based on the size of their container) or per-bin (based on the cubic yards of weekly service) basis. The calculated 2025 Post-Collection Rates compared to the 2024 Rates is shown in Attachment 2.

The revenue requirement for each sector is divided by a "collection unit" based on subscription information provided by Republic of each September. As an example of how the calculation works, the residential Post-Collection Rate is set equivalent to the common 35-gallon service level. For that unit, the annual revenue requirement is divided by the number of 35-gallon equivalent carts (60,913 in 2024) divided by 12 months, yielding the 2025 monthly rate.

For commercial customers, the unit basis is annual cubic yards (426,656 in 2024). The commercial revenue requirement is divided by the annual cubic yardage, yielding the 2025 rate per cubic yard. The commercial per cubic yard rate increases, from \$11.77 per yard to \$11.87. This \$0.10 per yard increase translates into, a 0.8% increase for 2025.

For industrial customers, the unit basis is annual tons of non-recyclable/non-organic waste (18,465 for 2024, up 81 tons from 2024). The industrial revenue requirement is divided by the annual tonnage, yielding the 2025 rate per ton. For 2025, this is \$218.42 per ton, up \$11.29 from 2024, a 5.5% increase.

CONCLUSION:

RecycleMore staff have thoroughly reviewed Republic's proposed calendar year 2025 post-collection rates and made recommendations contained in this Agenda Report. Staff asks that the Board approve and adopt the new Calendar Year 2025 RecycleMore Post-Collection Rates as outlined in this report and associated attachments.

FISCAL IMPACT:

The proposed Calendar Year 2025 HHW Budget is \$1,544,766, which is \$281,418 (22.3%) more than the 2024 HHW Budget and is due to the increase in the net Balancing Account as a result of increasing HHW disposal rates. By adopting the 2025 HHW Budget, the HHW Budget component of Republic's Blended Per Ton Rate would increase by \$1.68 from \$7.57 per ton to \$9.25 per ton.

The proposed 2025 Post-Collection Rates will result in a 2.6% increase in residential Post-Collection Rates, ranging from a monthly increase of \$0.19 for the smallest garbage container size to \$0.95 for the largest garbage containers size. Commercial Post-Collection rates will increase by 0.8%, an increase in the monthly per cubic yard rate of \$11.77 to \$11.87. Industrial Post-Collection rates will increase by 5.5%, or \$11.29 per ton, from \$207.13 to \$218.42 per ton.

ATTACHMENTS:

[Agenda Item 8.1 - Attachment 1: 09_2024 JPA Can Count & Cubic Yards.xlsx](#)

[Attachment Item 8.1 - Attachment 2: 2025_PCA_Rates_Attachment_2 \(1\).xlsx](#)

[Agenda Item 8.1 - Attachment 3: HHW RECON 2023.pdf](#)

[Agenda Item 8.1 - Attachment 4: Post Collection Rates 2014 to Present.xlsx](#)

[Agenda Item 8.1 - Attachment 5: Copy of 2025 PCA Rates \(sent 8-29-24\).xlsx](#)

[Agenda Item 8.1 - Attachment 6: 2025 Public Hearing HHW Budget and Post-Collection Rates PPT 110424.pptx](#)

[Agenda Item 8.1 - Attachment 7: JPA_Compliance_Fund_0824.xlsx](#)

[Agenda Item 8.1 - Attachment 8: HHW_Draft_2025_Budget.xlsx](#)

[Agenda Item 8.1 - Attachment 9: Item_8.1_Attachment_2_-_2019_HHW_Side_Letter.pdf](#)

Can Count and Cubic Yard (Exclude WCCUSD)

Detailed Can Count and Cubic Yard Information

As of September 30, 2024

	Richmond	Hercules	County	Pinole	San Pablo	Total
Can Size:						
20 Gal	4,782	1,206	1,914	839	781	9,522
35 Gal	23,236	5,193	7,392	4,448	5,609	45,878
65 Gal	1,934	542	780	525	393	4,174
95/100 Gal	342	52	109	70	88	661
	30,294	6,993	10,195	5,882	6,871	60,235
# of IRRF Can Equivalent Per Month	30,513	7,034	10,238	6,098	7,031	60,913
Commercial Cubic Yards Per Month	18,962	2,654	3,161	5,001	5,776	35,555

**Attachment 2
Draft 2025 RecycleMore Post-Collection Rate Calculation**

2025 \$ 121.81 Blended per ton x 154,341 total tons = \$ 18,800,277							Annual Revenue
Option 1 - Adjust post-collection rates consistent with historical rate methodology							
	Residential				Commercial	Industrial	TOTAL
	20-Gallon	35-Gallon	60/65-Gallon	95/100-Gallon	Per Cubic Yard	Per Ton	
2024							
2024 Rates	\$ 7.37	\$ 12.93	\$ 24.03	\$ 36.07	\$ 11.77	\$ 207.13	\$ 207.13
2024 Tonnage Basis	45,496				23,821	18,384	87,701
2024 % of Tons	52%				27%	21%	
2024 Unit Basis*	60,718				419,229	18,384	
2024 Revenue	\$ 9,423,430				\$ 4,933,982	\$ 3,807,804	\$ 18,165,216
2025							
2025 Rates	\$ 7.56	\$ 13.27	\$ 24.66	\$ 37.02	\$ 11.87	\$ 218.42	\$ 218.42
2025 Tonnage Basis	44,417				23,192	18,465	86,075
2025 % of Tons	52%				27%	21%	
2025 Unit Basis*	60,913				426,656	18,465	
2025 Revenue	\$ 9,701,496				\$ 5,065,563	\$ 4,033,098	\$ 18,800,277
Year-to-Year Change							
2024 Rate	\$ 7.37	\$ 12.93	\$ 24.03	\$ 36.07	\$ 11.77	\$ 207.13	\$ 207.13
2025 Rate	\$ 7.56	\$ 13.27	\$ 24.66	\$ 37.02	\$ 11.87	\$ 218.42	\$ 218.42
\$ Increase/(Decrease)	\$ 0.19	\$ 0.34	\$ 0.63	\$ 0.95	\$ 0.10	\$ 11.29	\$ 11.29
% Increase/(Decrease)	2.6%	2.6%	2.6%	2.6%	0.8%	5.5%	5.5%

* The "unit basis" is: monthly service expressed in 35-gallon equivalents (Residential), annual cubic yards (Commercial),
 Year-to-Year Change
 2024 Rate \$ 7.18 \$ 12.60 \$ 23.42 \$ 35.15 \$ 11.40 \$ 207.13 \$ 207.13
 2025 Rate \$ 7.57 \$ 13.28 \$ 24.68 \$ 37.05 \$ 11.92 \$ 218.42 \$ 218.42
 \$ Increase/(Decrease) \$ 0.39 \$ 0.68 \$ 1.26 \$ 1.90 \$ 0.52 \$ 11.29 \$ 11.29
 % Increase/(Decrease) 2.6% 2.6% 2.6% 2.6% 0.8% 5.5% 5.5%

**Attachment 2
Draft 2025 RecycleMore Post-Collection Rate Calculation**

2025 \$ 121.81 Blended per ton x 154,341 total tons = \$ 18,800,277							Annual Revenue
Option 1 - Adjust post-collection rates consistent with historical rate methodology							
	Residential				Commercial	Industrial	TOTAL
	20-Gallon	35-Gallon	60/65-Gallon	95/100-Gallon	Per Cubic Yard	Per Ton	
2024							
2024 Rates	\$ 7.37	\$ 12.93	\$ 24.03	\$ 36.07	\$ 11.77	\$ 207.13	\$ 207.13
2024 Tonnage Basis	45,496				23,821	18,384	87,701
2024 % of Tons	52%				27%	21%	
2024 Unit Basis*	60,718				419,229	18,384	
2024 Revenue	\$ 9,423,430				\$ 4,933,982	\$ 3,807,804	\$ 18,165,216
2025							
2025 Rates	\$ 7.56	\$ 13.27	\$ 24.66	\$ 37.02	\$ 11.87	\$ 218.42	\$ 218.42
2025 Tonnage Basis	44,417				23,192	18,465	86,075
2025 % of Tons	52%				27%	21%	
2025 Unit Basis*	60,913				426,656	18,465	
2025 Revenue	\$ 9,701,496				\$ 5,065,563	\$ 4,033,098	\$ 18,800,277
Year-to-Year Change							
2024 Rate	\$ 7.37	\$ 12.93	\$ 24.03	\$ 36.07	\$ 11.77	\$ 207.13	\$ 207.13
2025 Rate	\$ 7.56	\$ 13.27	\$ 24.66	\$ 37.02	\$ 11.87	\$ 218.42	\$ 218.42
\$ Increase/(Decrease)	\$ 0.19	\$ 0.34	\$ 0.63	\$ 0.95	\$ 0.10	\$ 11.29	\$ 11.29
% Increase/(Decrease)	2.6%	2.6%	2.6%	2.6%	0.8%	5.5%	5.5%

* The "unit basis" is: monthly service expressed in 35-gallon equivalents (Residential), annual cubic yards (Commercial),
 Year-to-Year Change
 2024 Rate \$ 7.18 \$ 12.60 \$ 23.42 \$ 35.15 \$ 11.40 \$ 207.13 \$ 207.13
 2025 Rate \$ 7.57 \$ 13.28 \$ 24.68 \$ 37.05 \$ 11.92 \$ 218.42 \$ 218.42
 \$ Increase/(Decrease) \$ 0.39 \$ 0.68 \$ 1.26 \$ 1.90 \$ 0.52 \$ 11.29 \$ 11.29
 % Increase/(Decrease) 2.6% 2.6% 2.6% 2.6% 0.8% 5.5% 5.5%

Agenda Item 8.1 - Attachment 3

RICHMOND	Description	Calculation	2023 Budget	2023 Actual Expenses
Personnel				
Contract Manager	Oversee Operations Manager, permitting and environmental compliance, other oversight tasks	5% of time, calculated on actual salary plus 40% for benefits	\$ 11,913	\$ 46,253
HHW Operations Manager	Day to day operations of the HHW program	85% of time, calculated on actual salary plus 40% for benefits	\$ 99,963	\$ 34,736
Forklift driver	Moving pallets and containers, loading truck.	2 hours per open day plus one day per week, calculated on actual hourly rate plus 35% for benefits	\$ 30,900	\$ 31,005
Total Personnel			\$ 142,776	\$ 111,994
Subcontracted Services				
Clean Earth	Subcontracted provider receives, handles, processes and disposes of material at the HHW facility.	100% of actual costs per Stericycle invoices. Costs are categorized as labor, supplies and disposal. Contractor will provide copies of all invoices for costs in this category.	\$ 441,403	\$ 678,054
Other Direct Supplies and Services				
HHW Permits	Permit fees for HHW permits.	100% of actual cost.	\$ 9,148	\$ 4,807
Other	All direct costs required to operate the HHW program. This includes consultants for the HHW program, supplies, rented equipment, printing, signage, repairs and maintenance of the HHW building, laboratory, specialty disposal, and similar.	100% of actual costs. Contractor will provide copies of invoices for all costs in this category.	\$ 32,059	\$ 18,342
Total Direct Services and Supplies			\$ 41,207	\$ 23,149
Facility and Administrative Allocated Costs				
Property Taxes	Property tax for Richmond IRRF site.	7.29% of total property taxes for the IRRF site at 101 Pittsburg Avenue. Amount shown as approved budget is considered actual allowable cost without further documentation required.	\$ 21,122	\$ 19,381
Insurance	Insurance costs for the types and amounts of coverage required by the agreement.	7.29% of total insurance costs for the IRRF site. Amount shown as approved budget is considered actual allowable cost without further documentation required.	\$ 10,371	\$ 20,470
Fuel	Fuel costs for mobile equipment used specifically for the HHW program. This may include on-site equipment (forklift) and the truck used for pickup services.	3% of total fuel cost for IRRF. Amount shown as approved budget is considered actual allowable cost without further documentation required.	\$ 5,010	\$ 7,407
Utilities	Utility costs for the IRRF site, including HHW.	7.29% of total utility costs for the IRRF. Amount shown as approved budget is considered actual allowable cost without further documentation required.	\$ 18,317	\$ 22,504
Permit Fees	Costs for permit fees for the entire IRRF site (does not include HHW specific permits).	Amount shown as approved budget is considered actual allowable cost without further documentation required.	\$ 11,320	\$ 1,619
Other	All other costs to maintain components of the larger IRRF site that are shared with the HHW program. This includes, but is not limited to security, landscaping, janitorial, improvements/repair of main office building, repair of forklift or other equipment shared with HHW, site lighting, security cameras, internet access, site communication, perimeter fencing, entry gate, sweeping, exterminator, fire suppression system, etc.	Amount shown as approved budget is considered actual allowable cost without further documentation required.	\$ 43,584	\$ 43,584
Accounting support	Cost for accounts payable and general accounting support.	Amount shown as approved budget is considered actual allowable cost without further documentation required.	\$ 35,288	\$ 35,288
Total Facility and Administrative Allocated Costs			\$ 145,010	\$ 150,254
TOTAL RICHMOND			\$ 770,396	\$ 963,452
JPA REQUESTED SPECIAL PROGRAMS				
El Cerrito Satellite Facility				
Contract Manager	Oversee Operations Manager, permitting and environmental compliance, other oversight tasks	2.5% of time, calculated on actual annual salary plus 35% for benefits	\$ 5,748	\$ 23,126
HHW Operations Manager	Day to day operations of the HHW program	15% of time, calculated on actual salary plus 35% for benefits	\$ 17,040	
Clean Earth	Subcontracted provider receives, handles, processes and disposes of material at the HHW facility.	100% of actual costs per Stericycle invoices. Costs are categorized as labor, supplies and disposal. Contractor will provide copies of invoices for costs in this category.	\$ 191,059	\$ 280,689
HHW Permits	Permit fees for the HHW permits	100% of actual cost.	\$ 5,738	\$ 5,521
Other	All direct costs required to operate the HHW/El Cerrito program. This includes consultants, supplies, rented equipment, printing, signage, laboratory, specialty disposal, and similar expenses. These costs are directly chargeable to the program and are not allocated/overhead costs.	100% of actual costs. Contractor will provide copies of invoices for all costs in this category.	\$ 1,044	\$ 1,044
Total El Cerrito Satellite Facility			\$ 220,629	\$ 310,381
Sharps Containers/Sharps & Pharmaceutical Disposal				
Sharps Solutions	Disposal of sharps/pharma	100% of actual costs.	\$ 30,000	\$ 35,487
Barnett Medical	purchase sharps containers	100% of actual costs.	\$ 12,000	\$ -
Total Sharps and Pharmaceuticals			\$ 42,000	\$ 35,487
Three One-Day Special Collection Events				
Clean Earth	Subcontracted provider receives, handles, processes and disposes of material at the HHW facility.	100% of actual cost. Contractor will provide invoices for these costs.	\$ 178,500	\$ 179,767
Other	All direct costs required to operate the one-day collection events. This includes consultants, supplies, rented equipment, printing, signage, laboratory, specialty disposal, permit fees and similar expenses. These costs are directly chargeable to the HHW special one-day events and are not allocated/overhead costs.	100% of actual costs. Contractor will provide copies of invoices for all costs in this category.	\$ 1,500	\$ -
Total Three One-Day Special Collection Events			\$ 180,000	\$ 179,767
TOTAL EXPENSES ALL PROGRAMS			\$ 1,213,025	\$ 1,489,087
Plus: 15% Operating Margin			\$ 183,342	\$ 223,363
Less: Other Revenues Received			\$ (70,000)	\$ (124,541)
One Time Credit			\$ 9,256	
TOTAL			\$ 1,335,623	\$ 1,587,909
			\$ 1,213,025	\$ 1,489,087
			\$ 183,342	\$ 223,363
			\$ (70,000)	\$ (124,541)
			\$ 1,326,367	\$ 1,587,909
			\$ 1,326,367	\$ 1,587,909
Credit to 2024 HHW Budget			\$ (261,543)	

WCRR/GBTS/WCCSL
 Post-Collection Rate
 WCCIWMA
 2025

Rates	Current Rate		2025	
	2024	Adj		
Material Specific	\$ 91.31	\$ 2.50	\$ 93.81	2.74%
HHW	\$ 7.57	\$ 1.68	\$ 9.25	22.22%
Authority	\$ 6.83	\$ 3.39	\$ 10.22	49.62%
Recycling Rebate	\$ (2.52)	\$ (1.28)	\$ (3.80)	50.92%
Governmental Fee	\$ 10.55	\$ 0.15	\$ 10.70	1.45%
CalRecycle Compliance	\$ 2.10	\$ (2.10)	\$ -	-100.00%
Change in Law SB1383	\$ 1.31	\$ 0.31	\$ 1.62	23.97%
Total	\$ 117.15	\$ 4.66	\$ 121.81	3.98%

WCRR/GBTS/WCCSL
 Post-Collection Rate
 El Cerrito
 2025

Rates	Current Rate			% Increase
	2024		2025	
Material Specific	\$ 98.84	\$ 2.71	\$ 101.55	2.74%
HHW	\$ 7.57	\$ 1.68	\$ 9.25	22.22%
Authority	\$ 6.83	\$ 3.39	\$ 10.22	49.62%
Recycling Rebate	\$ -	\$ -	\$ -	0.00%
Governmental Fee	\$ 10.62	\$ 0.19	\$ 10.81	1.79%
CalRecycle Compliance	\$ 2.10	\$ (2.10)	\$ -	-100.00%
Change in Law SB1383	\$ 2.59	\$ 0.28	\$ 2.87	10.63%
Total	\$ 128.54	\$ 6.15	\$ 134.70	4.78%

Agenda Item 8.1 - Attachment 4

Richmond							
MSW	Recycle/Source Separated	Comm	Ind	DW	Organics	C&D	Total
21,969.39	14.01	12,433.34	13,695.24	60.59	17,334.26	1,898.63	
	12,947.29			40.99	12.08	1,224.70	
	1.26			2,818.71			
	0.10			22.01			
	1.20			1.68			
				572.58			
				123.36			
21,969.39	12,963.86	12,433.34	13,695.24	3,639.92	17,346.34	3,123.33	85,171.42

San Pablo							
MSW	Recycle/Source Separated	Comm	Ind	DW	Organics	C&D	Total
6,295.48	3,224.08	4,465.12	1,401.72	773.00	3,975.06	92.61	
	12.87			1.80		382.37	
	0.19			17.32			
6,295.48	3,237.14	4,465.12	1,401.72	792.12	3,975.06	474.98	20,641.62

Pinole							
MSW	Recycle/Source Separated	Comm	Ind	DW	Organics	C&D	Total
4,147.12	2,125.20	3,104.40	584.95	22.36	3,172.52	630.20	
				640.25		191.27	
				4.24			
				83.11			
				43.52			
				39.83			
4,147.12	2,125.20	3,104.40	584.95	833.31	3,172.52	821.47	14,788.97

Hercules							
MSW	Recycle/Source Separated	Comm	Ind	DW	Organics	C&D	Total
4,368.75	2,476.28	1,484.76	1,048.04	399.03	3,187.29	139.14	
				0.28		34.75	
4,368.75	2,476.28	1,484.76	1,048.04	399.31	3,187.29	173.89	13,138.32

County/EI Sobrante							
MSW	Recycle/Source Separated	Comm	Ind	DW	Organics	C&D	Total
20.46	4,151.60	1,704.41	171.57	246.52	49.48	79.65	
7,616.08			568.61	0.18	5,761.29	29.90	
						179.87	
						20.65	
7,636.54	4,151.60	1,704.41	740.18	246.70	5,810.77	310.07	20,600.28

154,340.61

El Cerrito							
MSW	Recycle/Source Separated	Comm	Ind	DW	Organics	C&D	Total
			768.50	3.14	148.68	12.16	
6,649.45			226.61	43.70	4,684.54	87.40	
6,649.45	-	-	995.11	46.84	4,833.22	99.56	12,624.18

166,964.7887

Agenda Item 8.1 - Attachment 4

August 1, 2022 thru July 31, 2023							
	Richmond	San Pablo	Pinole	Hercules	CC County	El Cerrito	Total
MSW	21,969.39	6,295.48	4,147.12	4,368.75	7,636.54	6,649.45	51,066.73
Com	12,433.34	4,465.12	3,104.40	1,484.76	1,704.41	-	23,192.03
Ind	13,695.24	1,401.72	584.95	1,048.04	740.18	995.11	18,465.24
C&D	3,123.33	474.98	821.47	173.89	310.07	99.56	5,003.30
Dry Waste	3,639.92	792.12	833.31	399.31	246.70	46.84	5,958.21
Recycling	12,963.86	3,237.14	2,125.20	2,476.28	4,151.60	-	24,954.08
Green Waste/Food Waste	17,346.34	3,975.06	3,172.52	3,187.29	5,810.77	4,833.22	38,325.20
	<u>85,171.42</u>	<u>20,641.62</u>	<u>14,788.97</u>	<u>13,138.32</u>	<u>20,600.28</u>	<u>12,624.18</u>	<u>166,964.79</u>
	51.01%	12.36%	8.86%	7.87%	12.34%	7.56%	

JPA	154,340.61	44417.28
El Cerrito	12,624.18	23192.03
	166,964.79	18465.24
		86074.55

Richmond	MSW	Dry Waste	Organics	C&D	Recycling		
	48,097.97	3,639.92	17,346.34	3,123.33	12,963.86	85,171.42	
San Pablo	MSW	Dry Waste	Organics	C&D	Recycling		
	12,162.32	792.12	3,975.06	474.98	3,237.14	20,641.62	
Pinole	MSW	Dry Waste	Organics	C&D	Recycling		
	7,836.47	833.31	3,172.52	821.47	2,125.20	14,788.97	
Hercules	MSW	Dry Waste	Organics	C&D	Recycling		
	6,901.55	399.31	3,187.29	173.89	2,476.28	13,138.32	
CC County	MSW	Dry Waste	Organics	C&D	Recycling		
	10,081.13	246.70	5,810.77	310.07	4,151.60	20,600.28	
						154,340.61	92.44%
El Cerrito	MSW	Dry Waste	Organics	C&D	Recycling		
	7,644.56	46.84	4,833.22	99.56	-	12,624.18	
						12,624.18	7.56%
JPA						166,964.79	1.00
MSW	85,079.44			MSW	7,644.56		
Dry Waste	5,911.37			Dry Waste	46.84		
Organics	33,491.98			Organics	4,833.22		
C&D	4,903.74			C&D	99.56		
Recycling	24,954.08			Recycling	0		

Agenda Item 8.1 - Attachment 4

**Consumer Price Index for All Urban Consumers (CPI-U)
Original Data Value**

Series Id: CUURS49BSA0,CUUSS49BSA0
 Not Seasonally Adjusted
 Series Title: All items in San Francisco-Oakland-Hayward, CA, all urban consumers, not seasonally adjusted
 Area: San Francisco-Oakland-Hayward, CA
 Item: All items
 Base Period: 1982-84=100
 Years: 2014 to 2024

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2014				248.615	251.495	253.317		253.354		254.503		252.273	251.985	250.507	253.463
2015				254.910	257.622	259.117		259.917		261.019		260.289	258.572	256.723	260.421
2016				262.600	264.565	266.041		267.853		270.306		269.483	266.344	263.911	268.777
2017				271.626	274.589	275.304		275.893		277.570		277.414	274.924	273.306	276.542
2018				281.308	283.422	286.062		287.664		289.673		289.896	285.550	282.666	288.435
2019				291.227	294.801	295.259		295.490		298.443		297.007	295.004	293.150	296.859
2020				299.690	298.074	300.032		300.182		301.736		302.948	300.084	299.109	301.059
2021				304.387	309.419	309.497		311.167		313.265		315.805	309.721	306.724	312.718
2022				320.195	324.878	330.539		328.871		332.062		331.222	327.060	323.408	330.711
2023				337.173	338.496	340.056		340.094		341.219		339.915	339.050	337.689	340.411
2024				345.151	351.247	351.064								347.857	
				2.37%	3.77%	3.24%		3.41%		2.76%		2.62%	3.01%	2.93%	3.03%

2023/2024 % Change

2022/2023 % Change

2023/2024	2022/2023	85% CPI	2024 CPI
		2.57%	2.57%
			0.17%
			2.74%

JPA	2024 Rate	85% of CPI plus carry over	2025 increase	2025 Rate
Material Specific	\$ 91.31	2.74%	\$ 2.50	\$ 93.81

El Cerrito	2024 Rate	85% of CPI plus carry over	2025 increase	2025 Rate
Material Specific	\$ 98.84	2.74%	\$ 2.71	\$ 101.55

CPI Adjustment for 2025 2.74%

Agenda Item 8.1 - Attachment 4

	2024 Requested Budget		2025 Requested Budget		85% of CPI				
Household Hazardous Waste Program/Richmond									
Wages and Benefits	\$	148,629.81	\$	3,819.79	\$	152,449.60	2.57%	\$	3,819.79
HHW Facility Outside Services (Stericycle)	\$	459,500.56	\$	11,809.16	\$	471,309.72	2.57%	\$	11,809.16
Program Supplies, Consumables and Outside Services	\$	42,895.99	\$	1,102.43	\$	43,998.42	2.57%	\$	1,102.43
Facility and Administrative Costs									
Property Taxes	\$	21,987.55	\$	565.08	\$	22,552.63	2.57%	\$	565.08
Insurance	\$	10,795.73	\$	277.45	\$	11,073.18	2.57%	\$	277.45
Fuel	\$	5,215.58	\$	134.04	\$	5,349.62	2.57%	\$	134.04
Utilities	\$	19,067.51	\$	490.03	\$	19,557.54	2.57%	\$	490.03
Permit Fees	\$	11,783.71	\$	302.84	\$	12,086.55	2.57%	\$	302.84
Site Maintenance	\$	45,370.43	\$	1,166.02	\$	46,536.45	2.57%	\$	1,166.02
Accounting Support	\$	36,735.20	\$	944.09	\$	37,679.29	2.57%	\$	944.09
TOTAL RICHMOND	\$	801,982.07	\$	20,610.94	\$	822,593.00	2.57%	\$	20,610.94
JPA Requested Special Programs									
El Cerrito Satellite Facility	\$	251,000.00	\$	49,000.00	\$	300,000.00	19.52%	\$	49,000.00
Sharps and Pharmaceuticals	\$	42,000.00	\$	(22,000.00)	\$	20,000.00	-52.38%	\$	(22,000.00)
Three One-Day Special Collection Events	\$	240,000.00	\$	(240,000.00)	\$	-	-100.00%	\$	(240,000.00)
TOTAL ALL PROGRAMS	\$	1,334,982.07	\$	(192,389.06)	\$	1,142,593.00	-14.41%		
Plus: 15% Operating Margin	\$	173,913.76	\$	36,706.64	\$	210,620.40	21.11%	\$	36,706.64
Less: Other Revenues Received	\$	(70,000.00)	\$	-	\$	(70,000.00)	0.00%	\$	-
TOTAL HHW OPERATING EXPENSES	\$	1,438,895.83	\$	(155,682.42)	\$	1,283,213.40	-10.82%	\$	(155,682.42)
Plus: one-time credit	\$	(175,557.00)	\$	437,100.00	\$	261,543.00			
TOTAL HHW PROGRAM EXPENSES	\$	1,263,338.83	\$	281,417.58	\$	1,544,756.40	22.28%		

RSS	\$	1,427,957.63		166,964.79
Total Tons (RSS)		154,340.61		9.25
Rate per Ton	\$	9.25		
EL Cerrito	\$	116,798.78		
Total Tons (El Cerrito)		12,624.18		
Rate per Ton	\$	9.25		
	\$	1,544,756.40		

Agenda Item 8.1 - Attachment 4

<u>WCRR/GBTS/WCCSL</u>	Rates	Reserves	Total		
JPA 2024-25 Revenue Requirement	\$ 1,706,172.00	\$ -	\$ 1,706,172.00		
				<u>Percentage (%)</u>	<u>Tons</u>
2024-25 Revenue Requirement for JPA	\$ 1,577,168.62			92.439%	154,340.61
2024-25 Revenue Requirement for El Cerrito	\$ 129,003.38			7.561%	12,624.18
				Total tons:	166,964.79
WCCIWMA Annual Tonnage	154,341	\$ 10.22			
El Cerrito Annual Tonnage	12,624	\$ 10.22			
	\$ 1,706,172.00				

2025 Rates

RISI/OBM Month	OBM Transacted Paper Stock Prices Export/Low Grades Mixed Paper Los Angeles	\$ Change from Previous Month	Low Side	28.17% of Low side
PPI Pulp&Paper Week with OBM				
July 1, 2023	\$47-\$50	\$ (10.00)	\$ 50.00	\$ 14.09
August 1, 2023	\$52-\$55	\$ 5.00	\$ 52.00	\$ 14.65
September 1, 2023	\$62-\$65	\$ 10.00	\$ 62.00	\$ 17.47
October 1, 2023	\$77-\$80	\$ 15.00	\$ 77.00	\$ 21.69
November 1, 2023	\$77-\$80	\$ -	\$ 77.00	\$ 21.69
December 1, 2023	\$87-\$90	\$ 10.00	\$ 87.00	\$ 24.51
January 1, 2024	\$97-\$100	\$ 10.00	\$ 97.00	\$ 27.32
February 1, 2024	\$92-\$95	\$ (5.00)	\$ 92.00	\$ 25.92
March 1, 2024	\$97-\$100	\$ 5.00	\$ 97.00	\$ 27.32
April 1, 2024	\$97-\$100	\$ -	\$ 97.00	\$ 27.32
May 1, 2024	\$102-\$105	\$ 5.00	\$ 102.00	\$ 28.73
June 1, 2024	\$112-\$115	\$ 10.00	\$ 112.00	\$ 31.55

\$ 83.50 \$ 23.52
 \$ 23.52

Traditional Recyclable Tons	Rebate Value per Ton	Annual Rebate Value	All Material Tons	Rebate Rate
24,954.08 \$	(23.52)	\$ (586,968.63)	154,340.61	\$ (3.80)

WCCSL Additional Costs SB1383

<u>Cleaning/Processing Mid Fraction Material</u>	Capital	Operating Costs	Labor	Maintenance
Ecoverse Ventus Density Separator	\$ 290,000			
40 yard roll off boxes (5)	\$ 70,000			
50 stacking conveyor (1)	\$ 88,000			
Additional Annual R&M (estimated)				\$ 30,000
Additional Annual Diesel (estimated) - (3900 annual gallons @ \$4.50/gallon)		\$ 17,000		
Annual Mid-Fraction Re-grind Cost (550 hours of grinding @ \$600/hour)		\$ 333,000		
<u>Cleaning Inbound Contamination</u>				
2 Laborers to floor sort contamination			\$ 190,000	
	\$ 448,000	\$ 350,000	\$ 190,000	\$ 30,000
Lease Payments/7 year depreciation	\$ 64,000.00			
CPI increase		\$ 14,595	\$ 7,923	\$ 1,251
Annual Costs	\$ 64,000.00	\$ 364,595	\$ 197,923	\$ 31,251
				\$ 657,769.00
WCCSL Total Green Waste/Food Waste Tonnage	87,891.81			
Cost/ton	\$ 7.48			
Total Green/Food tons PCA	38,325.20			
JPA (RSS) GW/F	33,491.98	87.39%	\$ 250,648.91	
El Cerrito GW/F	4,833.22	12.61%	\$ 36,171.09	
JPA (RSS) all tons	154,340.61		\$ 1.62	\$ -
El Cerrito all tons	12,624.18		\$ 2.87	\$ -

Agenda Item 8.1 - Attachment 5

WCRR/GBTS/WCCSL

5.2.6 Governmental Fees Portion of the Rate

	Current Rate (2024)	2025 Rate	2025 Tons		
Fee Description in 2014 (Actual)	Fee Amount (per ton)	Fee Amount (per ton)	Stipulated Basis (tons)	Annual Fee Amount	Material Type
Local Enforcement Agency Golden Bear Transfer Station & West Contra Costa Sanitary Landfill	\$ 1.25	\$ 1.25	85,079	\$ 106,349.30	Solid Waste
City of Richmond Franchise Fee	\$ 1.50	\$ 1.50	85,079	\$ 127,619.16	Solid Waste
Host Mitigation Fees (IRRF)	\$ 4.79	\$ 4.95	30,865.45	\$ 152,783.97	All Tons
Host Mitigation Fees (APPROVED TRANSFER FACILITY)	\$ 4.79	\$ 4.95	85,079	\$ 421,143.23	Solid Waste
West Contra Costa Sanitary Landfill Recycling Fee paid on all Recyclable Materials	\$ 1.31	\$ 1.31	38,396	\$ 50,298.39	Recycle Tons
Contra Costa County Solid Waste Fee (AB 939 at KCLF)	\$ 0.15	\$ 0.15	85,079	\$ 12,761.92	Solid Waste Disposal
AB 1220 Integrated Waste Management Fee at KCLF	\$ 1.40	\$ 1.40	85,079	\$ 119,111.22	Solid Waste Disposal
Contra Costa Bailey Road Surcharge (KCLF)	\$ 0.54	\$ 0.54	85,079	\$ 45,942.90	Solid Waste Disposal
Bailey Road Charge (KCLF)	\$ -	\$ -	85,079	\$ -	Solid Waste Disposal
Contra Costa County Landfill Surcharge (KCLF)	\$ 6.95	25% of Gate Rate, net of taxes/fees	85,079	\$ 591,302.11	Calculation
SB-1 Transportation funding: Senate Bill No.1 (April 28, 2017)	\$ 0.20	\$0.20	122,626	\$ 24,525.11	Calculation

\$ 6.95 \$ 591,302.11

Dollars/Ton \$ 0.12

Total Fees \$ 1,651,837.30
 Total tons 154,341
 Per Blended Ton \$ 10.70

\$ 18,654.97

Fee	Gallons	total fee/gal	\$/ton
\$ 0.20	171,786.80	\$ 34,357.36	\$ 0.13
\$ 0.10	171,786.80	\$ 17,178.68	\$ 0.07

Tons
 IRRF 45,847.53
 GBTS 149,206.57
 WCCSL 60,794.39
 255,848.49

Agenda Item 8.1 - Attachment 5

El Cerrito Gov Fees

WCRR/GBTS/WCCSL	Fee Amount (per ton)	Stipulated Basis (tons)	Annual Fee Amount	Material Type		
Local Enforcement Agency Golden Bear Transfer Station & West Contra Costa Sanitary Landfill	\$ 1.25	7,645	\$ 9,555.70	MSW		
City of Richmond Franchise Fee	\$ 1.50	7,645	\$ 11,466.84	MSW		
Host Mitigation Fees (IRRF)	\$ 4.95	47	\$ 231.86	All Tons (Dry Waste)		
Host Mitigation Fees (APPROVED TRANSFER FACILITY)	\$ 4.95	7,645	\$ 37,840.57	MSW		
West Contra Costa Sanitary Landfill Recycling Fee paid on all Recyclable Materials	\$ 1.35	4,933	\$ 6,659.25	Recycle Tons (Organics and C&D)		
Contra Costa County Solid Waste Fee (AB 939 at KCLF)	\$ 0.15	7,645	\$ 1,146.68	MSW Disposal	\$ 0.15	\$ 39.52
AB 1220 Integrated Waste Management Fee at KCLF	\$ 1.40	7,645	\$ 10,702.38	MSW Disposal	\$ 1.40	\$ 2.09
Contra Costa Bailey Road Surcharge (KCLF)	\$ 0.54	7,645	\$ 4,128.06	MSW Disposal	\$ 0.54	\$ 37.43
Bailey Road Charge (KCLF)	\$ -	7,645	\$ -	MSW Disposal	\$ -	\$ 9.36
Contra Costa County Landfill Surcharge (KCLF)	\$ 6.95	7,645 \$39.52 minus per ton fees X 0.25 / 1.25	\$ 53,129.69	Calculation	\$ 2.09	\$ 7.49
SB-1 Transportation funding: Senate Bill No.1 (April 28, 2017)	\$ 0.20	8,051	\$ 1,610.20	Calculation		

Total Fees	\$ 136,471.25	\$ 6.95	\$ 53,129.69
Total tons	12,624		
Per Blended Ton	\$ 10.81		

Can Count and Cubic Yard (Exclude WCCUSD)

Detailed Can Count and Cubic Yard Information

As of August 31, 2024

	Richmond	Hercules	County	Pinole	San Pablo	Total
Can Size:						
20 Gal	4,771	1,203	1,907	838	777	9,496
35 Gal	23,231	5,197	7,404	4,449	5,614	45,895
65 Gal	1,932	540	772	525	390	4,159
95/100 Gal	342	53	111	70	88	664
	30,276	6,993	10,194	5,882	6,869	60,214
# of IRRF Can Equivalent Per Month	30,498	7,035	10,237	6,098	7,028	60,896
Commercial Cubic Yards Per Month	18,979	2,685	3,205	4,811	5,735	35,414
						424973.16

RecycleMore Board of Directors

1

Agenda Item 8.1 & 8.2
- Public Hearing -

RecycleMore 2025 HHW Budget
& Post-Collection Rates

NOVEMBER 7, 2024

2025 Post-Collection Rates

2

Topics

- Open Public Hearing
- Presentation
 - 2025 HHW Budget
 - 2025 Post Collection Rates
- Board Q&A
- Public Comment
- Close Public Hearing
- Board Discussion & Action

2025 Post-Collection Rates – HHW Budget

PG 3
PT 1

RICHMOND

Personnel

Description	Calculation	2023 Budget	2023 Actual Expenses	
Contract Manager	Oversee Operations Manager, permitting and environmental compliance, other oversight tasks	5% of time, calculated on actual salary plus 40% for benefits	\$ 11,913	\$ 46,253
HHW Operations Manager	Day to day operations of the HHW program	85% of time, calculated on actual salary plus 40% for benefits	\$ 99,963	\$ 34,736
Forklift driver	Moving pallets and containers, loading truck.	2 hours per open day plus one day per week, calculated on actual hourly rate plus 35% for benefits	\$ 30,900	\$ 31,005

Total Personnel

\$ 142,776 \$ 111,994

Subcontracted Services

Clean Earth	Subcontracted provider receives, handles, processes and disposes of material at the HHW facility.	100% of actual costs per Stericycle invoices. Costs are categorized as labor, supplies and disposal. Contractor will provide copies of all invoices for costs in this category.	\$ 441,403	\$ 678,054
-------------	---	---	------------	------------

Other Direct Supplies and Services

HHW Permits	Permit fees for HHW permits.	100% of actual cost.	\$ 9,148	\$ 4,807
Other	All direct costs required to operate the HHW program. This includes consultants for the HHW program, supplies, rented equipment, printing, signage, repairs and maintenance of the HHW building, laboratory, specialty disposal, and similar.	100% of actual costs. Contract will provide copies of invoices for all costs in this category.	\$ 32,059	\$ 18,342

Total Direct Services and Supplies

\$ 41,207 \$ 23,149

Facility and Administrative Allocated Costs

Property Taxes	Property tax for Richmond IRRF site.	7.29% of total property taxes for the IRRF site at 101 Pittsburg Avenue. Amount shown as approved budget is considered actual allowable cost without further documentation required.	\$ 21,122	\$ 19,381
Insurance	Insurance costs for the types and amounts of coverage required by the agreement.	7.29% of total insurance costs for the IRRF site. Amount shown as approved budget is considered actual allowable cost without further documentation required.	\$ 10,371	\$ 20,470
Fuel	Fuel costs for mobile equipment used specifically for the HHW program. This may include on-site equipment (forklift) and the truck used for pickup services.	3% of total fuel cost for IRRF. Amount shown as approved budget is considered actual allowable cost without further documentation required.	\$ 5,010	\$ 7,407
Utilities	Utility costs for the IRRF site, including HHW.	7.29% of total utility costs for the IRRF. Amount shown as approved budget is considered actual allowable cost without further documentation required.	\$ 18,317	\$ 22,504
Permit Fees	Costs for permit fees for the entire IRRF site (does not include HHW specific permits).	Amount shown as approved budget is considered actual allowable cost without further documentation required.	\$ 11,320	\$ 1,619
Other	All other costs to maintain components of the larger IRRF site that are shared with the HHW program. This includes, but is not limited to security, landscaping, janitorial, improvements/repair of main office building, repair of forklift or other equipment shared with HHW, site lighting, security cameras, internet access, site communication, perimeter fencing, entry gate, sweeping, exterminator, fire suppression system, etc.	Amount shown as approved budget is considered actual allowable cost without further documentation required.	\$ 43,584	\$ 43,584
Accounting support	Cost for accounts payable and general accounting support.	Amount shown as approved budget is considered actual allowable cost without further documentation required.	\$ 35,288	\$ 35,288

Total Facility and Administrative Allocated Costs

\$ 145,010 \$ 150,254

\$ 770,396 \$ 963,452

2025 Post-Collection Rates – HHW Budget

PG 4
PT 2
W/TOTALS

RICHMOND

JPA REQUESTED SPECIAL PROGRAMS

El Cerrito Satellite Facility

Description	Calculation	2023 Budget	2023 Actual Expenses	
Contract Manager	Oversee Operations Manager, permitting and environmental compliance, other oversight tasks	2.5% of time, calculated on actual annual salary plus 35% for benefits	\$ 5,748	\$ 23,126
HHW Operations Manager	Day to day operations of the HHW program	15% of time, calculated on actual salary plus 35% for benefits	\$ 17,040	
Clean Earth	Subcontracted provider receives, handles, processes and disposes of material at the HHW facility.	100% of actual costs per Stericycle invoices. Costs are categorized as labor, supplies and disposal. Contractor will provide copies of invoices for costs in this category.	\$ 191,059	\$ 280,689
HHW Permits	Permit fees for the HHW permits	100% of actual cost.	\$ 5,738	\$ 5,521
Other	All direct costs required to operate the HHW/El Cerrito program. This includes consultants, supplies, rented equipment, printing, signage, laboratory, specialty disposal, and similar expenses. These costs are directly chargeable to the program and are not allocated/overhead costs.	100% of actual costs. Contractor will provide copies of invoices for all costs in this category.	\$ 1,044	\$ 1,044

Total El Cerrito Satellite Facility

\$ 220,629 \$ 310,381

Sharps Containers/Sharps & Pharmaceutical Disposal

Sharps Solutions	Disposal of sharps/pharma	100% of actual costs.	\$ 30,000	\$ 35,487
Barnett Medical	purchase sharps containers	100% of actual costs.	\$ 12,000	\$ -

Total Sharps and Pharmaceuticals

\$ 42,000 \$ 35,487

Three One-Day Special Collection Events

Clean Earth	Subcontracted provider receives, handles, processes and disposes of material at the HHW facility.	100% of actual cost. Contractor will provide invoices for these costs.	\$ 178,500	\$ 179,767
Other	All direct costs required to operate the one-day collection events. This includes consultants, supplies, rented equipment, printing, signage, laboratory, specialty disposal, permit fees and similar expenses. These costs are directly chargeable to the HHW special one-day events and are not allocated/overhead costs.	100% of actual costs. Contractor will provide copies of invoices for all costs in this category.	\$ 1,500	\$ -

Total Three One-Day Special Collection Events

\$ 180,000 \$ 179,767

TOTAL EXPENSES ALL PROGRAMS

\$ 1,213,025 \$ 1,489,087

Plus: 15% Operating Margin

\$ 183,342 \$ 223,363

Less: Other Revenues Received

\$ (70,000) \$ (124,541)

One Time Credit

\$ 9,256

TOTAL

\$ 1,335,623 \$ 1,587,909

\$ 1,213,025 \$ 1,489,087

\$ 183,342 \$ 223,363

\$ (70,000) \$ (124,541)

\$ 1,326,367 \$ 1,587,909

\$ 1,326,367

\$ 1,587,909

2025 Post-Collection Rates – HHW Budget



	2024 Requested Budget		2025 Requested Budget		85% of CPI
Household Hazardous Waste Program/Richmond					
Wages and Benefits	\$ 148,629.81	\$ 3,819.79	\$ 152,449.60	2.57%	\$ 3,819.79
HHW Facility Outside Services (Stericycle)	\$ 459,500.56	\$ 11,809.16	\$ 471,309.72	2.57%	\$ 11,809.16
Program Supplies, Consumables and Outside Services	\$ 42,895.99	\$ 1,102.43	\$ 43,998.42	2.57%	\$ 1,102.43
Facility and Administrative Costs					
Property Taxes	\$ 21,987.55	\$ 565.08	\$ 22,552.63	2.57%	\$ 565.08
Insurance	\$ 10,795.73	\$ 277.45	\$ 11,073.18	2.57%	\$ 277.45
Fuel	\$ 5,215.58	\$ 134.04	\$ 5,349.62	2.57%	\$ 134.04
Utilities	\$ 19,067.51	\$ 490.03	\$ 19,557.54	2.57%	\$ 490.03
Permit Fees	\$ 11,783.71	\$ 302.84	\$ 12,086.55	2.57%	\$ 302.84
Site Maintenance	\$ 45,370.43	\$ 1,166.02	\$ 46,536.45	2.57%	\$ 1,166.02
Accounting Support	\$ 36,735.20	\$ 944.09	\$ 37,679.29	2.57%	\$ 944.09
TOTAL RICHMOND	\$ 801,982.07	\$ 20,610.94	\$ 822,593.00	2.57%	\$ 20,610.94
JPA Requested Special Programs					
El Cerrito Satellite Facility	\$ 251,000.00	\$ 49,000.00	\$ 300,000.00	19.52%	\$ 49,000.00
Sharps and Pharmaceuticals	\$ 42,000.00	\$ (22,000.00)	\$ 20,000.00	-52.38%	\$ (22,000.00)
Three One-Day Special Collection Events	\$ 240,000.00	\$ (240,000.00)	\$ -	-100.00%	\$ (240,000.00)
TOTAL ALL PROGRAMS	\$ 1,334,982.07	\$ (192,389.06)	\$ 1,142,593.00	-14.41%	
Plus: 15% Operating Margin	\$ 173,913.76	\$ 36,706.64	\$ 210,620.40	21.11%	
Less: Other Revenues Received	\$ (70,000.00)	\$ -	\$ (70,000.00)	0.00%	
TOTAL HHW OPERATING EXPENSES	\$ 1,438,895.83	\$ (155,682.42)	\$ 1,283,213.40	-10.82%	
Plus: one-time credit	\$ (175,557.00)	\$ 437,100.00	\$ 261,543.00		
TOTAL HHW PROGRAM EXPENSES	\$ 1,263,338.83	\$ 281,417.58	\$ 1,544,756.40	22.28%	

RSS	\$ 1,427,957.63	166,964.79
Total Tons (RSS)	154,340.61	9.25
Rate per Ton	\$ 9.25	
EL Cerrito	\$ 116,798.78	
Total Tons (El Cerrito)	12,624.18	
Rate per Ton	\$ 9.25	
	\$ 1,544,756.40	

2025 Blended-Per Ton Rate

6

Republic's Initial 2025 Blended Per Ton Rates

- Compensation to Republic for Post-Collection Agreement (PCA) services
- Compensation is not tied to actual cost of operation
- Annual adjustments per PCA Section 5.3 for five components (along with CalRecycle Compliance Fund and the SB1383 Change in Law/Compost Cleaning Fee)
 - ❖ Material Specific – Escalates at 85% of CPI (4% cap)
 - ❖ HHW– Set based on Board approved HHW Budget
 - ❖ Authority– Set based on CY 2025 revenue need
 - ❖ Recycling Rebate – Changes with market conditions
 - ❖ Gov. Fees – Changes with tons and fee adjustments
 - ❖ Compliance Fund – Restricted Fund to use for ongoing AB1826 & SB1383 programs
 - ❖ SB 1383 Change in Law – Compensation for extra Compost Cleaning

2025 Blended-Per Ton Rate

7

Republic's Initial 2025 Blended Per Ton Rates

- Current 2024 Per Ton Rate = \$117.15
- Calculated 2025 Per Ton Rate = \$121.80
- Increase of \$4.65/ton (3.97% increase)
 - ❖ Material Specific = +\$2.50/ton
 - ❖ Authority = +\$3.39/ton
 - ❖ Recycling Rebate = +\$1.28 credit/ton
 - ❖ Gov. Fees = +\$0.15/ton
 - ❖ CalRecycle Compliance = **-2.10/ton**
 - ❖ HHW = +1.68/ton
 - ❖ SB1383 Change in Law = +\$0.31/ton
- ❖ Tonnages decreased 0.5% from 155,059 in 2024 to 154,340

2025 Post-Collection Rates

8

RecycleMore's Initial 2025 Post-Collection Rates

- Republic's Blended per Ton Rate sets the annual compensation amounts owed to Republic
- Payment of that compensation is through rates charged to customers via Post-Collection Rate
- RecycleMore sets the Post-Collection Rate based on Republic's Blended per Ton Rate
- RecycleMore's Post-Collection Rates are the sole compensation to Republic for PCA services

2025 Post-Collection Rates

9

RecycleMore's Initial 2025 Post-Collection Rates

- Post-Collection Rates are set by:
 - ❖ Multiplying the Blended per Ton Rate times PCA tonnages from prior 12-months (\$121.81 times 154,340 tons = \$18,800,277 2025 revenue requirement, an increase of \$635,061 from 2024)
 - ❖ Allocating annual revenue requirement to Residential, Commercial and Industrial Sectors based on tonnages of garbage, dry waste, and C&D (not recycling or organics)
 - ❖ Calculating per customer amounts based on container size (Residential), cubic yards (Commercial), and tons (Industrial)

2025 Post-Collection Rates

10

RecycleMore's Initial 2025 Post-Collection Rates

- Residential – increase in monthly rates
 - ❖ 20-gallon: \$0.19 increase (from \$7.37 to \$7.56)
 - ❖ 35-gallon: \$0.34 increase (from \$12.93 to \$13.27)
 - ❖ 65-gallon: \$0.63 increase (from \$24.03 to \$24.66)
 - ❖ 95-gallon: \$0.95 increase (from \$36.07 to \$37.02)
- Commercial – \$0.10 increase in per CY rate
 - ❖ \$11.77 per CY to \$11.87 per CY
- Industrial – \$11.29 increase in per ton rate
 - ❖ \$207.13 per ton to \$218.42 per ton

2025 Post-Collection Rates



Attachment 2
Draft 2025 RecycleMore Post-Collection Rate Calculation

2025	\$ 121.81	Blended per ton	x	154,341	total tons =	\$ 18,800,277	Annual Revenue
Option 1 - Adjust post-collection rates consistent with historical rate methodology							
	Residential				Commercial	Industrial	TOTAL
	20-Gallon	35-Gallon	60/65-Gallon	95/100-Gallon	Per Cubic Yard	Per Ton	
2024							
2024 Rates	\$ 7.37	\$ 12.93	\$ 24.03	\$ 36.07	\$ 11.77	\$ 207.13	\$ 207.13
2024 Tonnage Basis	45,496				23,821	18,384	87,701
2024 % of Tons	52%				27%	21%	
2024 Unit Basis*	60,718				419,229	18,384	
2024 Revenue	\$ 9,423,430				\$ 4,933,982	\$ 3,807,804	\$ 18,165,216
2025							
2025 Rates	\$ 7.56	\$ 13.27	\$ 24.66	\$ 37.02	\$ 11.87	\$ 218.42	\$ 218.42
2025 Tonnage Basis	44,417				23,192	18,465	86,075
2025 % of Tons	52%				27%	21%	
2025 Unit Basis*	60,913				426,656	18,465	
2025 Revenue	\$ 9,701,496				\$ 5,065,563	\$ 4,033,098	\$ 18,800,277
Year-to-Year Change							
2024 Rate	\$ 7.37	\$ 12.93	\$ 24.03	\$ 36.07	\$ 11.77	\$ 207.13	\$ 207.13
2025 Rate	\$ 7.56	\$ 13.27	\$ 24.66	\$ 37.02	\$ 11.87	\$ 218.42	\$ 218.42
\$ Increase/(Decrease)	\$ 0.19	\$ 0.34	\$ 0.63	\$ 0.95	\$ 0.10	\$ 11.29	\$ 11.29
% Increase/(Decrease)	2.6%	2.6%	2.6%	2.6%	0.8%	5.5%	5.5%

* The "unit basis" is: monthly service expressed in 35-gallon equivalents (Residential), annual cubic yards (Commercial), and annual tons (Industrial). Container counts are as September 30 2024.

Year-to-Year Change

2024 Rate	\$ 7.18	\$ 12.60	\$ 23.42	\$ 35.15	\$ 11.40	\$ 207.13	\$ 207.13
2025 Rate	\$ 7.57	\$ 13.28	\$ 24.68	\$ 37.05	\$ 11.92	\$ 218.42	\$ 218.42
\$ Increase/(Decrease)	\$ 0.39	\$ 0.68	\$ 1.26	\$ 1.90	\$ 0.52	\$ 11.29	\$ 11.29
% Increase/(Decrease)	2.6%	2.6%	2.6%	2.6%	0.8%	5.5%	5.5%

2025 Post-Collection Rates



WCRR/GBTS/WCCSL
 Post-Collection Rate
 WCCIWMA
 2025

Rates	Current Rate				
	2024	Adj	2025		
Material Specific	\$ 91.31	\$ 2.50	\$ 93.81		2.74%
HHW	\$ 7.57	\$ 1.68	\$ 9.25		22.22%
Authority	\$ 6.83	\$ 3.39	\$ 10.22		49.62%
Recycling Rebate	\$ (2.52)	\$ (1.28)	\$ (3.80)		50.92%
Governmental Fee	\$ 10.55	\$ 0.15	\$ 10.70		1.45%
CalRecycle Compliance	\$ 2.10	\$ (2.10)	\$ -		-100.00%
Change in Law SB1383	\$ 1.31	\$ 0.31	\$ 1.62		23.97%
Total	\$ 117.15	\$ 4.66	\$ 121.81		3.98%

2025 Post-Collection Rates

13

Post Collection Blended Rates 2014-
Present

	\$ Change 2025 to 2024	2025 (Proposed)	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Material Specific	2.50	93.81	91.31	87.80	84.42	82.87	81.28	78.62	76.53	74.33	72.61	70.99	69.57
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
HHW	1.68	9.25	7.57	7.83	7.73	6.86	6.97	6.78	6.22	6.04	5.75	6.02	5.76
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Authority Budget	3.39	10.22	6.83	6.74	6.70	5.36	7.86	6.44	6.16	6.12	5.43	5.37	7.28
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Governmental Fee	0.15	10.70	10.55	10.48	10.14	10.10	10.00	9.64	9.27	9.18	10.54	11.10	11.51
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Recycling Rebate	(1.28)	(3.80)	(2.52)	(5.20)	(2.79)	(0.48)	(1.18)	(2.91)	(6.15)	(4.58)	(4.56)	(5.64)	(5.71)
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Compliance Fund	(2.10)	-	2.10	1.47	1.40	1.43	1.33		NA	NA	NA	NA	NA
Change In Law (Compost Cleaning)	\$ 0.31	\$ 1.62	\$ 1.31	\$ 1.48		NA	NA	NA	NA	NA	NA	NA	NA
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Total	4.65	121.80	\$ 117.15	\$ 110.60	\$ 107.60	\$ 106.14	\$ 106.26	98.57	92.03	91.09	89.77	87.84	88.41
Percent Change		3.97%	5.92%	2.79%	1.38%	-0.11%	7.80%	7.11%	1.03%	1.47%	2.20%	-0.64%	NA
Average Change		2.99%											

2025 Post-Collection Rates

14

Topics

- Open Public Hearing
- Presentation
 - 2025 HHW Budget
 - 2025 Post Collection Rates
- Board Q&A
- Public Comment
- Close Public Hearing
- Board Discussion & Action

Agenda Item 8.1 - Attachment 7

JPA Compliance Fund

Date	Description	Amount	Description
01/31/20	JPA Compliance Fund	\$ 17,633.09	
02/29/20	JPA Compliance Fund	\$ 15,353.00	
03/31/20	JPA Compliance Fund	\$ 16,758.50	
04/30/20	JPA Compliance Fund	\$ 18,222.98	
05/31/20	JPA Compliance Fund	\$ 18,274.31	
06/30/20	JPA Compliance Fund	\$ 19,055.14	
07/31/20	JPA Compliance Fund	\$ 19,262.47	
08/31/20	JPA Compliance Fund	\$ 17,967.37	
09/30/20	JPA Compliance Fund	\$ 17,819.80	
10/31/20	JPA Compliance Fund	\$ 17,862.96	
11/30/20	JPA Compliance Fund	\$ 17,110.41	
12/31/20	PO9495521 - The Cascadia Consulting Invoice	\$ (38,351.63)	2020 compliance work
12/31/20	JPA Compliance Fund	\$ 18,327.40	
01/31/21	JPA Compliance Fund	\$ 18,089.84	
02/28/21	JPA Compliance Fund	\$ 17,763.14	
02/28/21	PO9495521 - The Cascadia Consulting Invoice	\$ 38,351.63	2020 compliance work
02/28/21	PO9495521 - The Cascadia Consulting Invoice	\$ (30,036.63)	2020 compliance work
02/28/21	PO9495521 - The Cascadia Consulting Invoice	\$ (8,315.00)	2020 compliance work
03/31/21	JPA Compliance Fund	\$ 20,769.95	
03/31/21	PO9495521 - The Cascadia Consulting Invoice	\$ (18,740.45)	2020 compliance work
03/31/21	PO9495521 - The Cascadia Consulting Invoice	\$ 30,036.63	2020 compliance work
03/31/21	PO9745683 - The Cascadia Consulting Invoice	\$ (11,296.18)	2021 compliance work
04/30/21	JPA Compliance Fund	\$ 20,211.07	
05/31/21	JPA Compliance Fund	\$ 19,034.10	
06/30/21	JPA Compliance Fund	\$ 19,173.62	
07/31/21	JPA Compliance Fund	\$ 19,447.34	
07/31/21	PO9745683 - The Cascadia Consulting Group	\$ (4,769.75)	2021 compliance work
07/31/21	PO9745683 - The Cascadia Consulting Group	\$ 3,671.38	2021 compliance work
08/31/21	JPA Compliance Fund	\$ 19,133.68	
08/31/21	PO9803321 CITIZEN COMMUNICATION	\$ (5,000.00)	recyclist program tracker
08/31/21	INV-2202 - CITIZEN COMMUNICATIONS LLC	\$ (21,165.00)	recyclist program tracker
09/30/21	JPA Compliance Fund	\$ 18,597.13	
10/31/21	JPA Compliance Fund	\$ 18,047.51	
11/30/21	JPA Compliance Fund	\$ 19,241.10	
11/30/21	PO10188211-1-THE CASCADIA CONSULTING GROUP	\$ (10,804.00)	WCCC Outreach 2021
11/30/21	PO10262127-1-THE CASCADIA CONSULTING GROUP	\$ (10,431.00)	WCCC Outreach 2021
12/31/21	PO10318673-1-THE CASCADIA CONSULTING GROUP	\$ (10,728.75)	WCCC Outreach 2021
12/31/21	JPA Compliance Fund	\$ 19,391.45	
2020	El Cerrito Cal Recycle Compliance Fund	\$ 16,867.06	
2021	El Cerrito Cal Recycle Compliance Fund	\$ 15,510.89	
01/31/22	JPA Compliance Fund	\$ 17,756.00	
02/28/22	JPA Compliance Fund	\$ 16,062.01	
02/28/22	PO10446828-1-THE CASCADIA CONSULTING GROUP	\$ (11,181.25)	WCCC Outreach 2021
03/31/22	PO10454257-1-CITIZEN COMMUNICATIONS LLC	\$ (1,000.00)	recyclist program tracker
03/31/22	JPA Compliance Fund	\$ 18,517.66	
04/30/22	JPA Compliance Fund	\$ 17,221.17	
05/31/22	JPA Compliance Fund	\$ 18,073.23	
06/30/22	JPA Compliance Fund	\$ 17,936.00	
07/31/22	JPA Compliance Fund	\$ 17,072.99	
07/31/22	CITIZEN COMMUNICATIONS LLC	\$ (21,165.00)	recyclist program tracker
07/31/22	PO30117075 - CASCADIA LAW GROUP PLLC	\$ (4,792.50)	SB 1383
08/31/22	CalRecycle Compliance - August 22	\$ 18,377.63	
08/31/22	CITIZEN COMMUNICATIONS LLC	\$ (1,000.00)	recyclist program tracker
09/30/22	CalRecycle Compliance - September 22	\$ 17,547.63	
10/31/22	CalRecycle Compliance - October 22	\$ 16,217.18	
11/30/22	CalRecycle Compliance - November 22	\$ 16,764.34	
11/30/22	PO30117075 - CASCADIA LAW GROUP PLLC	\$ (40,640.45)	SB 1383
12/31/22	CalRecycle Compliance - December 22	\$ 17,057.49	
12/31/22	THE CASCADIA CONSULTING GROUP PO 30040583	\$ (27,961.25)	WCCC AB 1826 Outreach
01/31/23	JPA Compliance Fund	\$ 19,386.37	
01/31/23	THE CASCADIA CONSULTING GROUP	\$ (7,628.90)	WCC Route Review 2022
02/28/23	JPA Compliance Fund	\$ 16,062.08	
02/28/23	CITIZEN COMMUNICATIONS LLC	\$ (1,000.00)	recyclist program tracker
03/31/23	JPA Compliance Fund	\$ 19,452.19	
03/31/23	THE CASCADIA CONSULTING GROUP	\$ (668.75)	WCC Route Review 2022
04/30/23	JPA Compliance Fund	\$ 17,928.81	
05/31/23	JPA Compliance Fund	\$ 19,862.60	
06/30/23	JPA Compliance Fund	\$ 19,178.71	
06/30/23	Routeware	\$ (21,168.00)	recyclist 2023 program tracker
07/31/23	JPA Compliance Fund	\$ 17,622.54	
08/31/23	JPA Compliance Fund	\$ 19,161.22	
09/30/23	JPA Compliance Fund	\$ 17,285.65	

Agenda Item 8.1 - Attachment 7

09/30/23 Routeware	\$	(1,000.00)	RYT Data Import Tracking
10/31/23 JPA Compliance Fund	\$	17,780.04	
10/31/23 CASCADIA LAW GROUP LLC Inv# 10255	\$	(4,872.50)	WCC Route Review 2022
11/30/23 JPA Compliance Fund	\$	17,505.37	
11/30/23 THE CASCADIA CONSULTING GROUP	\$	(33,437.95)	WCC Route Review 2022
12/31/23 JPA Compliance Fund	\$	17,429.73	
12/31/23 THE CASCADIA CONSULTING GROUP	\$	(8,277.75)	WCC Route Review 2022
01/31/24 JPA Compliance Fund	\$	26,192.86	
01/31/24 Cascadia Consulting Group Accrual Inv# 10539	\$	(6,320.00)	WCC Route Review 2022
01/31/24 Cascadia Consulting Group Inv# 10128	\$	(6,773.75)	WCC Route Review 2022
01/31/24 Cascadia Consulting Group Inv# 10127	\$	(900.00)	WCC Route Review 2022
02/29/24 JPA Compliance Fund	\$	25,359.91	
03/31/24 JPA Compliance Fund	\$	25,893.10	
04/30/24 JPA Compliance Fund	\$	28,204.79	
04/30/24 Routeware Inv-028941	\$	(1,000.00)	Data Imports
05/31/24 JPA Compliance Fund	\$	28,348.92	
05/31/24 THE CASCADIA CONSULTING GROUP Inv# 10882, Accrual	\$	(12,240.00)	SB1383 Compost Facility and Transfer Station Audits 2024
06/30/24 JPA Compliance Fund	\$	24,323.43	
06/30/24 Routeware	\$	(21,804.00)	Recyclist 2023 Annual Support
07/31/24 JPA Compliance Fund	\$	27,157.80	
07/31/24 THE CASCADIA CONSULTING GROUP Inv# 11083	\$	(15,823.00)	SB1383 Compost Facility and Transfer Station Audits 2024
07/31/24 THE CASCADIA CONSULTING GROUP Inv# 10881	\$	(12,240.00)	SB1383 Compost Facility and Transfer Station Audits 2024
07/31/24 THE CASCADIA CONSULTING GROUP Inv# 11082	\$	(15,823.00)	SB1383 Compost Facility and Transfer Station Audits 2024
08/31/24 JPA Compliance Fund	\$	26,005.89	

Total

\$ 737,373.85

Agenda Item 8.1 - Attachment 8

	2024 Requested Budget		2025 Requested Budget		85% of CPI
Household Hazardous Waste Program/Richmond					
Wages and Benefits	\$ 148,629.81	\$ 3,819.79	\$ 152,449.60	2.57%	\$ 3,819.79
HHW Facility Outside Services (Stericycle)	\$ 459,500.56	\$ 11,809.16	\$ 471,309.72	2.57%	\$ 11,809.16
Program Supplies, Consumables and Outside Services	\$ 42,895.99	\$ 1,102.43	\$ 43,998.42	2.57%	\$ 1,102.43
Facility and Administrative Costs					
Property Taxes	\$ 21,987.55	\$ 565.08	\$ 22,552.63	2.57%	\$ 565.08
Insurance	\$ 10,795.73	\$ 277.45	\$ 11,073.18	2.57%	\$ 277.45
Fuel	\$ 5,215.58	\$ 134.04	\$ 5,349.62	2.57%	\$ 134.04
Utilities	\$ 19,067.51	\$ 490.03	\$ 19,557.54	2.57%	\$ 490.03
Permit Fees	\$ 11,783.71	\$ 302.84	\$ 12,086.55	2.57%	\$ 302.84
Site Maintenance	\$ 45,370.43	\$ 1,166.02	\$ 46,536.45	2.57%	\$ 1,166.02
Accounting Support	\$ 36,735.20	\$ 944.09	\$ 37,679.29	2.57%	\$ 944.09
TOTAL RICHMOND	\$ 801,982.07	\$ 20,610.94	\$ 822,593.00	2.57%	\$ 20,610.94
JPA Requested Special Programs					
El Cerrito Satellite Facility	\$ 251,000.00	\$ 49,000.00	\$ 300,000.00	19.52%	\$ 49,000.00
Sharps and Pharmaceuticals	\$ 42,000.00	\$ (22,000.00)	\$ 20,000.00	-52.38%	\$ (22,000.00)
Three One-Day Special Collection E	\$ 240,000.00	\$ (240,000.00)	\$ -	-100.00%	\$ (240,000.00)
TOTAL ALL PROGRAMS	\$ 1,334,982.07	\$ (192,389.06)	\$ 1,142,593.00	-14.41%	
Plus: 15% Operating Margin	\$ 173,913.76	\$ 36,706.64	\$ 210,620.40	21.11%	
Less: Other Revenues Received	\$ (70,000.00)	\$ -	\$ (70,000.00)	0.00%	
TOTAL HHW OPERATING EXPENSES	\$ 1,438,895.83	\$ (155,682.42)	\$ 1,283,213.40	-10.82%	
Plus: one-time credit	\$ (175,557.00)	\$ 437,100.00	\$ 261,543.00		
TOTAL HHW PROGRAM EXPENSES	\$ 1,263,338.83	\$ 281,417.58	\$ 1,544,756.40	22.28%	

RSS	\$ 1,427,957.63	166,964.79
Total Tons (RSS)	154,340.61	9.25
Rate per Ton	\$ 9.25	
EL Cerrito	\$ 116,798.78	
Total Tons (El Cerrito)	12,624.18	
Rate per Ton	\$ 9.25	
	\$ 1,544,756.40	

**First Amendment to and Restatement of Side Letter of Agreement:
Budget and Balancing Account for Household Hazardous Waste Operations**

=====

Agreement

1. This Side Letter Agreement (“HHW Agreement”) is between the West Contra Costa Integrated Waste Management Authority (“Authority”), and West County Resource Recovery, Inc.; West Contra Costa Sanitary Landfill, Inc.; Golden Bear Transfer Services, Inc.; Richmond Sanitary Service, Inc.; and Keller Canyon Landfill Company operating subsidiaries of Republic Services, Inc.) (hereinafter collectively, “Contractor”). The Authority and Contractor may be referred to individually as “Party” or collectively as “Parties.”

Definitions

1.1 “Allowable Costs” shall have the meaning set forth in Exhibit A.

1.2 “HHW Program” means Household Hazardous Waste and Small Quantity Generator Hazardous Waste services provided by Contractor to pursuant to the PCA.

Unless otherwise defined herein, all capitalized terms shall have the same meaning as set forth in the PCA. If there is conflict between this Amended Agreement and the PCA, the terms of PCA shall prevail.

2. On October 10, 2013, the Authority and Contractor entered into a Post-Collection Recycling, and Disposal Services Agreement (“Post-Collection Agreement” or “Agreement”). Unless otherwise defined herein, all capitalized terms shall have the same meaning as set forth in the Post-Collection Agreement. If there is conflict between this HHW Agreement and the Post-Collection Agreement, the terms of this HHW Agreement shall prevail.

a. Section 4.1.7 of the Post-Collection Agreement provides that “Contractor shall contract with a vendor acceptable to the Authority for the operation of a permanent Household Hazardous Waste (HHW) drop-off facility (located at 101 Pittsburg Avenue, North Richmond) [“HHW Facility”] that shall serve the Member Agencies (Richmond, El Cerrito, San Pablo, Pinole, Hercules, and Contra Costa County unincorporated communities within the Authority service area). There are separate agreements with Contra Costa County to include the unincorporated communities adjacent to the Authority’s service area (Kensington, Rodeo, Crockett, Port Costa, and Tormey). The types of materials accepted, as well as days and hours of operation shall be determined by Authority, after good faith consultation with Contractor and County and may be

subject to change at any time by the Authority Board of Directors with input from Contractor and County, subject to reasonable implementation lead time and budget considerations.

b. Unincorporated communities adjacent to the Authority's service area, and known as Kensington, Rodeo, Crockett, Port Costa and Tormey ("KCPT") may receive some Authority HHW Program Services at the discretion of both the Authority and Contractor, shall be charged for all HHW Program services based on usage pursuant to a separate written agreement between the Authority, Contractor and third parties including KCPT. A "User" shall be any individual's use of HHW Program services, including but not limited to, the use of a Permanent or Satellite HHW Facility or participation in a one-day event conducted by Contractor as part of the HHW Program. Actual Allowable Costs will be divided by the total number of Users and the number of Users from KCPT Area jurisdictions. The KCPT Area jurisdictions will be charged in accordance with their proportionate share of total Users. Consolidated deliveries from more than one address or location, shall be treated as separate deliveries from each separate address or location. At the discretion of the Authority Board, a per use surcharge may also be imposed on users from outside the Authority's service area.

3. On January 1, 2014, Contractor initiated services under the Post-Collection Processing and Landfill Disposal Service Agreement with the City of El Cerrito ("El Cerrito Post-Collection Agreement"). Contractor's existing obligations to provide household hazardous waste services to the City of El Cerrito as a Member of the Authority at the HHW Facility are referenced in Section 4.1(e) of the El Cerrito Post-Collection Agreement. For the purposes of this HHW Agreement, Contractor shall be allowed to contract with a vendor acceptable to the Authority for the operation of one or more satellite Household Hazardous Waste facilities as they may be or are developed within the Authority's service area that shall serve the Authority's member agencies including the City of El Cerrito, and the unincorporated communities of Contra Costa County within Authority's service area. The other unincorporated areas of Contra Costa County outside the Authority service area shall be included by a separate agreement among Authority, Contractor, and County. The annual budget for HHW services and this HHW Agreement shall apply to any satellite HHW facility developed within the Authority's service area.

4. The Authority acknowledges that the Contractor has the right to utilize its assets and market its services. To the extent Contractor allows any additional ("out-of-area") jurisdictions to deliver HHW materials to the HHW Facility with the Authority as the generator of record, the Contractor and the Authority will meet and confer to develop an acceptable arrangement. The mutually acceptable arrangement will be included in the Republic annual HHW Budget submittal to the Board of Directors for review and consideration of approval.

5. Section 5.3.3 of the Post-Collection Agreement provides that Contractor and the Authority Contract Manager shall jointly prepare and submit a draft HHW budget to the Authority Board of Directors for its review and approval (HHW Budget). Section 5.3.3 further provides that the Board, “may approve that budget as submitted or may request modifications to the budget, including requesting either an increase in service levels or a reduction or elimination of Services to reduce costs.” Once approved, the HHW Budget shall serve as the revenue requirement for the HHW portion of the Rate for the coming year. The HHW component of the 2014 rate was established based on jointly estimated calendar year proposed cost of service of \$791,144. Section 5.3.3 further provides that “Contractor shall be entitled to an operating margin of eleven and fifty-five one hundredths percent (11.55%) for calendar year 2014 and fifteen percent (15%) in all subsequent Rate Years.”

6. The Parties agree that the costs of the HHW Facility are variable, due to factors such as variable days and hours of operation, labor costs and the costs of handling and properly disposing of the HHW materials received from the public. The Parties are interested in creating an equitable solution to the handling of those costs, in the event that costs exceed or fall short of budgeted amounts.

7. The intent of this HHW Agreement is to memorialize a procedure for establishing the HHW Budget for all subsequent Rate Years, using a balancing account approach.

8. The Parties therefore agree upon the following terms and conditions:

a. The Board of Directors shall, on an annual basis, approve an HHW Budget prior to December 1 for the following calendar year’s budget.

b. In establishing the HHW Budget for the following calendar year, the Parties shall consider Contractor’s actual prior year costs incurred in the operation of the HHW Facility. The line item accounts for prior year costs are identified in Exhibit A.

c. In establishing the HHW Budget, the Parties shall also agree upon certain operational parameters, including, but not limited to, the assumed number of part-time and full-time staff; the days and hours of all HHW facilities operations; and assumed volume of HHW materials received by type. These operational parameters will form the basis of annual allowable costs for the HHW Budget, as described in Exhibit A.

d. Unless the Parties are proposing changes to the operational parameters, some of the current year budget line items would be adjusted by the average monthly change in the San Francisco-San Jose-Oakland All Urban Consumers CPI (CPI) to arrive at the HHW Budget for the following calendar year as described in Exhibit A. Exhibit A shall identify those budgets items to be subject to the CPI adjustments.

e. Except in the event of an emergency or other exigent circumstance, neither Authority nor Contractor may adjust the operational parameters of the HHW Budget without prior written authorization of the Board of Directors. The

Authority and Contractor must mutually determine whether an emergency or other exigent circumstance exists.

f. If the HHW Budget parameters are changed without approval of the Board of Directors and those adjustments result in increased costs of operation, those increased costs shall not be allowable in consideration of the balancing account established below.

g. Once the HHW Budget is approved for the calendar year, neither Contractor nor the Authority shall add new categories of allowable costs in Exhibit A without the Authority verification and written authorization of the Board of Directors.

h. The previous approved Budgets in prior years have been approved by the Authority Board of Directors as follows:

- 2014 Budget \$791,144
- 2015 Budget \$836,818
- 2016 Budget \$857,284
- 2017 Budget \$978,684
- 2018 Budget \$1,058,785

Contractor will provide Authority with a reconciliation of actual expenses vs. budget amounts for 2014, 2015, 2016, and 2017. Contractor and Authority agree that the overall reconciliation for 2014 through 2017 could be in favor of Contractor; if so, Contractor would receive a direct payment or credit of no more than \$41,500. Contractor waives the right to any further payment, reimbursement, credit or other compensation after the Annual Statement line item reconciliation of actual expenses vs. budget amounts for 2014, 2015, 2016, and 2017 is completed.

Contractor will provide Authority with a reconciliation of actual expenses vs. budget amounts for 2018 by April 1, 2019. The reconciliation for years 2014, 2015, 2016, 2017 and 2018 shall include details of actual costs incurred and actual total revenues received compared to the approved budget in the operation of the HHW Facility for that calendar year, including any revenues allocated to the HHW Budget from jurisdictions other than the Member Agencies. The reconciliation shall include supporting documentation from Contractor's vendors and subcontractors. The reconciliation shall also be in a format as agreeable by the Authority in good faith consultation with the Contractor. Upon the Authority's request, Contractor shall provide any additional records not already provided with the reconciliation, that are relevant to the determination of the accuracy and appropriateness of the reported revenues and costs. Contractor shall grant such access to the relevant records within thirty (30) calendar days of such request. Contractor may provide electronic or hard copies of such records. The Authority acknowledges that some records may be "trade secrets" and must be kept confidential. Either the Authority

or the Contractor shall be entitled to recover any surplus/shortfall in actual revenues relative to actual allowable costs. The Authority or the Contractor shall recover such surplus/shortfall either by (a) a direct payment; or (b) as a credit/debit against the following year's rates.

i. To manage the HHW Budget, the Parties further agree to establish a balancing account effective January 1, 2019, for the remainder of the term of the Post-Collection Agreement.

j. The intent of the balancing account is to create an equitable arrangement to allow sufficient, but not excessive, revenues to cover actual costs and agreed-upon operating margin. The balancing account shall function as follows:

i. Contractor will provide Authority with a reconciliation of actual expenses vs. budget amounts for the previous budget year ("Annual Statement").

ii. The "Annual Statement" shall be developed as follows: Within one hundred twenty (120) days following the end of each calendar year, Contractor shall submit to the Authority its statement of actual costs incurred and actual total revenues received compared to the approved budget in the operation of the HHW Facility for that calendar year, including any revenues allocated to the HHW Budget from jurisdictions other than the Member Agencies. The Annual Statement shall include supporting documentation from Contractor's vendors and subcontractors. The Annual Statement shall also be in a format as agreeable by the Authority in good faith consultation with the Contractor.

iii. In reviewing the Annual Statement, the Authority Executive Director and the Contractor shall determine if actual allowable costs exceeded annual budgeted costs, and if actual revenues exceeded or fell short of budgeted revenues. Upon the Authority's request, Contractor shall provide any additional records not already provided with the Annual Statement, that are relevant to the determination of the accuracy and appropriateness of the reported revenues and costs. Contractor shall grant such access to the relevant records within thirty (30) calendar days of such request. Contractor may provide electronic or hard copies of such records. The Authority acknowledges that some records may be "trade secrets" and must be kept confidential. The Authority Executive Director may deny or reject an increase in the HHW Budget for the following year if Contractor fails to provide such requested records within thirty (30) calendar days. Beginning in Calendar Year 2020, Authority and Contractor agree that line item accounts for fuel, utilities, property tax, insurance, accounting support, permit fees, and site maintenance costs, as listed in Exhibit A, paragraph 4 and as included in the 2020 Board Approved HHW budget, are not subject to reconciliation. These seven-line items shall be subject to an annual CPI adjustment as

described in Exhibit A for all subsequent years and will be considered actual costs.

iv. The Authority shall review and either approve or reject the Annual Statement within sixty (60) days of receipt of the same. However, if any reported revenues and/or costs are disputed by the Authority, the Authority's approval of the Annual Statement may be delayed until such disputed items are resolved. Authority shall provide Contractor with a detailed statement outlining the areas of dispute. Contractor and the Authority shall then resolve any disputes pursuant to Section 8.17 of the Post-Collection Agreement.

v. Upon the Authority's approval of the Annual Statement, Contractor shall be allowed to recover any shortfall in actual expenses relative to the actual Allowable Costs and Authority shall be allowed to recover any surpluses from actual expenses relative to Allowable Costs.

Given that HHW Program budgeted Revenues are to equal budgeted Allowable Costs, any variances between actual HHW Program Revenues less actual HHW Program Allowable Costs must be reconciled annually in a true-up, as noted above. Therefore, if actual HHW Program Revenues exceed actual Allowable Costs for the year being reviewed, then the amount of the difference shall be "Excess Cost" and be reconciled by adding such Excess Cost to the HHW Program Revenue budgeted for the HHW Program expense Budget for the calendar year subsequent to the year being reviewed. The effect would be to reduce other HHW Program expenses needed to balance the HHW Program Revenues for the subsequent calendar year. The intended effect is to reduce the calculated HHW Program portion of Contractor's collection rate for such ensuing year, as collection rates are calculated based on the HHW Program Revenue necessary to balance the HHW Program Budget with Allowable Costs. For example:

If actual HHW Program Budget Revenues for calendar Year 2021 are \$1,200,000 and the actual Allowable Costs for calendar year 2021 are (\$1,100,000) then the difference would be a 2021 under budget carryover amount of \$100,000.

If HHW Program budget of calendar year 2022 are budgeted at \$1,300,000 then 2021 budget carryover amount of \$100,000 reduces necessary 2022 Revenue by (\$100,000) and, thus, other 2022 Revenues necessary to balance the budget are \$1,200,000.

This example balances the 2021 actual HHW Program budget and actual Allowable Costs by reducing the 2022 HHW Program Revenue necessary to balance the 2022 Budget by the amount of Excess Net Revenue from 2021.

Conversely, if actual Allowable Costs exceed actual HHW budget for the year being reviewed, then the amount of the difference shall be unbudgeted Allowable Costs and be reconciled by adding such unbudgeted Allowable Costs to the Allowable Costs budgeted for the HHW Program Budget for the year subsequent to the year being reviewed. The effect would be to increase the HHW Program budget in order to balance the HHW Program budget for the ensuing calendar with budgeted Allowable Costs. The effect is to increase the calculated HHW Program budget portion of Contractor's collection rate for the ensuing year, as collection rates shall be calculated based on the HHW Program budgeted expenses necessary to balance the HHW Program budget with Allowable Costs. For Example:

If actual the HHW Program budgets for calendar Year 2021 are \$1,200,000 and the actual Allowable Costs for calendar year are (\$1,250,000) then the unbudgeted Allowable Costs for 2022 would be (\$50,000)

If HHW Program Allowable Costs of calendar year 2022 are budgeted at \$1,300,000 then the 2021 unbudgeted Allowable Costs would be added in the amount of \$50,000 and, thus, the HHW Program expense budget necessary to balance the 2022 Budget would be \$1,350,000.

This example balances the 2021 actual budget and Allowable Costs by increasing the 2022 budgeted Allowable Costs necessary to balance the 2022 Budget.

The Authority shall review and either approve or reject the Annual Statement within sixty (60) days of receipt of the same. However, if any reported HHW Program Revenues and/or Allowable Costs are disputed by the Authority, the Authority's approval of the Annual Statement may be delayed until such disputed items are resolved. The Authority shall provide Contractor with a detailed statement outlining the areas of dispute. Contractor and the Authority shall then resolve any disputes pursuant to Section 8.17 of the Post-Collection Agreement.

vi. Pursuant to an annual true up, the Authority shall be entitled to recover any surplus as a result of lower expenses relative to actual Allowable Costs. The Authority shall recover such surplus as a credit against the following year's rates. The Contractor shall be entitled to recover any unbudgeted actual costs relative to Allowable Costs. The Contractor shall recover such unbudgeted Allowable Costs as an increase in the HHW budget for the following year.

9. On June 17, 2017 Contractor contracted with a vendor acceptable to the Authority and the City of El Cerrito for the operation of a satellite HHW facility located at 7501 Schmidt Lane in El Cerrito, California pursuant to an Agreement between Contractor, the Authority and El Cerrito ("El Cerrito Facility"). The El Cerrito Facility

serves the Member Agencies. The HHW budget for the El Cerrito Facility shall be part of the entire HHW Budget approved by the Authority Board of Directors. The HHW Budget for the El Cerrito Facility shall not include any non-allowable costs identified in Exhibit A.

10. This HHW Agreement shall expire upon completion of the final HHW Budget reconciliation which shall be conducted after expiration of the Post-Collection Agreement.

11. The terms and conditions set forth in this HHW Agreement have been mutually agreed upon by the Parties.

West Contra Costa Integrated Waste Management Authority



Steve Duran, Interim Executive Director

Dated: Nov. 21, 2019

West County Resource Recovery, Inc.; West Contra Costa Sanitary Landfill, Inc.; Golden Bear Transfer Services, Inc.; Richmond Sanitary Service, Inc.; and Keller Canyon Landfill Company



Michael Caprio, Area President

Dated: 11/26/19

Exhibit A: Allowable Costs

A. Allowable Costs

The costs of the Permanent and Satellite HHW Facilities are variable, due to factors such as variable days and hours of operation, labor costs and the costs of handling and properly disposing of the HHW materials received from the public. Therefore, the Parties commissioned an independent audit of costs and reviewed historical data, and based on said audit and review, the Parties define Allowable Costs and as follows:

Contractor shall calculate its cost of operations including the actual and direct costs of operating the HHW Programs, Permanent HHW Facility, any satellite HHW Facilities, special one-day collection events, and any additional HHW services/programs as necessary for the following allowable costs:

1. Direct wages and benefits paid to Contractor for an HHW supervisor, manager and similar staff members who directly oversee HHW programs, manage the budget in cooperation with the Authority and provide support to the program on site. For the 2020 Budget, the amount is \$132,085. For the 2021 budget, this amount will be increased by 85% of the CPI for each subsequent budget beginning with the 2021 budget until the end of the PC Agreement.
2. Maintenance supplies, spare parts, consumables and outside costs incurred directly to perform the HHW services required under the Post-Collection Agreement. For the 2020 budget, this amount is \$38,121. This amount will be increased by 85% of the CPI for each subsequent budget with the 2021 budget until the end of the PC Agreement.
3. HHW Facility Outside Services which are limited to the subcontracted services of Stericycle (or a replacement subcontractor approved by the Authority) for the receipt, handling, processing, and responsible disposal of the materials collected by the HHW program. Contractor shall separately account for and report the various components of this cost (i.e., labor, handling, transportation, material disposal, etc.) in both their budget request and Annual statement. For the 2020 budget, this amount is \$408,351. For the 2021 budget, this amount will be increased by 85% of the CPI for each subsequent budget beginning with the 2021 budget until the end of the PC Agreement.
4. The Contractor incurs facility and administrative costs in support of the HHW program. These costs are allowable as follows:
 - a. Fuel costs incurred in the operation of mobile equipment used specifically for the benefit of the HHW program. For the 2020 budget, this amount is

\$4,635. This amount will be increased by 85% of the CPI for each subsequent budget beginning with the 2021 budget until the end of the PC Agreement.

b. Utilities costs incurred by Contractor in the operation of the HHW program and facility. For the 2020 budget, this amount is \$16,945. This amount will be increased by 85% of the CPI for each subsequent budget beginning with the 2021 budget until the end of the PC Agreement.

c. Property taxes which represents a 7.29% allocation of the total property taxes paid by Contractor for the 101 Pittsburg Avenue, Richmond site. The 7.29% allocation is based on Contractor's representation of the square footage of the site occupied by the HHW facility. For the 2020 budget, the allocated amount to the HHW facility is \$19,540. This amount will be increased by 85% of the CPI for each subsequent budget beginning with the 2021 budget until the end of the PC Agreement.

d. Insurance costs directly attributable to the operation of the HHW program for the types and levels of coverage required by the Agreement. For the 2020 budget, this amount is \$9,594. This amount will be increased by 85% of the CPI for each subsequent budget beginning with the 2021 budget until the end of the PC Agreement.

e. Accounting and Financial management support to manage HHW revenues, process invoices, prepare the Annual Statement, respond to Authority inquiries and assist with budget management. For the 2020 budget, this amount is \$32,646. This amount will be increased by 85% of the CPI for each subsequent budget beginning with the 2021 budget until the end of the PC Agreement.

f. Costs to maintain components of the larger IRRF site that are shared with the HHW program. This includes, but is not limited to security, landscaping, janitorial, improvements/repair of main office building, repair of forklift or other equipment shared with HHW, site lighting, security cameras, internet access, site communication, perimeter fencing, entry gate, sweeping, exterminator, fire suppression system, etc. These costs represent approximately 18% of the cost to maintain the entire site. For the 2020 budget, this amount is \$40,320. This amount will be increased by 85% of the CPI for each subsequent budget beginning with the 2021 budget until the end of the PC Agreement.

g. Costs for permit fees for the entire IRRF site that are shared with the HHW program. This does not include HHW specific permits which are allowable under section 2, above. For the 2020 budget, this amount is \$10,472. This amount will be increased by 85% of the CPI for each subsequent budget beginning with the 2021 budget until the end of the PC Agreement.

5. JPA Requested Programs will be budgeted based on a budget for those programs as determined jointly by the Authority and Contractor.
6. Contractor expenses for Household Hazardous Waste, motor oil, and universal waste training, education, networking and related travel expenses not to exceed \$3,500 per year.
7. Capital costs or depreciation included in a Board approved annual HHW Budget.
8. All other unforeseen costs such as payment to repair damage, fines and penalties not due to Contractor's negligence. Both the Authority and Contractor agree to meet and confer in good faith towards a resolution.

B. Non-Allowable Costs

Non-allowable costs shall not be included in the Annual Statement and, if determined by the Authority to have been included in the Annual Statement, shall be deducted from actual costs. Non-allowable costs include, but are not limited to the following:

1. Any costs or portions of allocated costs associated with the Contractor's provision of similar services to "out of area" users of the HHW Facility that are not approved by Authority Board of Directors.
2. Labor and equipment costs for personnel and vehicles that are not specified in the operational parameters and assumptions that are approved as part of the HHW budget.
3. Payments or other compensation to managers, directors, and/or owners of Contractor.
4. Corporate overhead allocations or other charges for the Contractor's selling, general and/or administrative employees, except for insurance and other overhead included in a Board approved annual HHW budget.
5. Travel and entertainment expenses except for Household Hazardous Waste, motor oil and universal waste training, education, networking and related travel expenses.
6. Payments to repair damage to public or private property due to Contractor's negligence.
7. Fines or penalties due to Contractor's negligence.
8. Liquidated Damages assessed under the Agreement
9. Federal or State income taxes.

10. Charitable or political donations, except non-profit organization HHW fee waivers approved by RecycleMore staff.
11. Depreciation or interest expense for Collection vehicles, Containers or other equipment, offices and other facilities if such items are leased unless approved by the Board as part of the Budget.
12. Attorney's fees and other expenses incurred by Contractor in any dispute, negotiation, or court proceeding.
13. Attorney's fees and other expenses incurred by Contractor arising from any act or omission in violation of the Agreement.
14. Payments to Affiliates for products or services, in excess of the cost to the Affiliates for those products or services.
15. Goodwill.
16. Profit and/or profit-sharing distributions exceeding the operator's margin described in the Agreement.
17. Bad debt.



recyclemore
WEST CONTRA COSTA INTEGRATED
WASTE MANAGEMENT AUTHORITY

Agenda Report

DATE: November 7, 2024

TO: West Contra Costa Integrated Waste Management Authority Board

FROM: John Bakker (Redwood Public Law)

SUBJECT: Approve agreement with an individual to provide specialized services and serve as interim Executive Director

ACTION REQUESTED:

Approve, subject to ratification at the Authority's regular meeting on December 12, 2024, an agreement with an individual to provide specialized services and serve as the Interim Executive Director.

BACKGROUND:

The last day of the current Executive Director's employment is December 1, 2024. The Board of Directors is in the midst of searching for a permanent Executive Director, and it has in addition been seeking candidates to serve as the Interim Executive Director during the recruitment process for the permanent director. To provide for a transition between the existing Executive Director and the interim, the contractual arrangements would provide that the candidate will provide specialized services needed during the period until the Interim Executive Director appointment starts.

The Board has been considering the appointment, and the negotiations were not yet complete at the time of the agenda publication. Since the negotiations have not been completed at the time of publication of the agenda, the identity of the selected candidate and the proposed agreement cannot be revealed.

Depending on whether or not the candidate is a CalPERS annuitant or not, the agreement with take a different form. CalPERS annuitants are subject to certain restrictions, most particularly that they are to be paid no more than the current Executive Director's base salary converted to an hourly rate and that they may work no more than 960 hours per fiscal year. A person that is

not a CalPERS annuitant is not subject to these restrictions.

Should terms be reached before the time of the Board meeting, the agreement will be made available to the public. Because tonight's meeting is a special meeting, the agreement cannot be finally approved. Agreements with "local agency executives" must be approved at a regular meeting. (Gov. Code, § 54956, subd. (b).) It can, however, be approved subject to ratification at the next regular meeting on December 12. Such a pre-approval (along with the formal appointment) is designed to give the candidate some certainty to provide services during the period until December 12.

CONCLUSION:

Approve, subject to ratification at the Authority's regular meeting on December 12, 2024, an agreement with an individual to provide specialized services and serve as the Interim Executive Director.

FISCAL IMPACT:

It is not expected that the compensation paid will exceed the budgeted amount for the Executive Director position.

ATTACHMENTS:

[Agenda Item 8.2 - Attachment 1: 2024-11-07 Staff Report Employment Agreement with Interim Executive Director Candidate.docx](#)

From: John D. Bakker, WCCIWMA Legal Counsel

Subject: Approve agreement with an individual to provide specialized services and serve as interim Executive Director

ACTION REQUESTED

Approve, subject to ratification at the Authority's regular meeting on December 12, 2024, an agreement with an individual to provide specialized services and serve as the Interim Executive Director.

BACKGROUND

The last day of the current Executive Director's employment is December 1, 2024. The Board of Directors is in the midst of searching for a permanent Executive Director, and it has in addition been seeking candidates to serve as the Interim Executive Director during the recruitment process for the permanent director. To provide for a transition between the existing Executive Director and the interim, the contractual arrangements would provide that the candidate will provide specialized services needed during the period until the Interim Executive Director appointment starts.

The Board has been considering the appointment, and the negotiations were not yet complete at the time of the agenda publication. Since the negotiations have not been completed at the time of publication of the agenda, the identity of the selected candidate and the proposed agreement cannot be revealed.

Depending on whether or not the candidate is a CalPERS annuitant or not, the agreement will take a different form. CalPERS annuitants are subject to certain restrictions, most particularly that they are to be paid no more than the current Executive Director's base salary converted to an hourly rate and that they may work no more than 960 hours per fiscal year. A person that is not a CalPERS annuitant is not subject to these restrictions.

Should terms be reached before the time of the Board meeting, the agreement will be made available to the public. Because tonight's meeting is a special meeting, the agreement cannot be finally approved. Agreements with "local agency executives" must be approved at a regular meeting. (Gov. Code, § 54956, subd. (b).) It can, however, be approved subject to ratification at the next regular meeting on December 12. Such a pre-approval (along with the formal appointment) is designed to give the candidate some certainty to provide services during the period until December 12.

FISCAL IMPACT

It is not expected that the compensation paid will exceed the budgeted amount for the Executive Director position.

RECOMMENDED ACTION

Approve, subject to ratification at the Authority's regular meeting on December 12, 2024, an agreement with an individual to provide specialized services and serve as the Interim Executive Director.

Approved by:

John D. Bakker Legal Counsel



recyclemore
WEST CONTRA COSTA INTEGRATED
WASTE MANAGEMENT AUTHORITY

www.recyclemore.com