

NOTICE & AGENDA



October 18, 2024, 9:00 a.m.

Regular Meeting of the Board of Directors

ReGen Monterey is the public name of Monterey Regional Waste Management District.

In-Person: 14201 Del Monte Blvd, Salinas CA 93908 - Bales Board Room

Virtually: <https://us02web.zoom.us/j/87059476917>

Webinar ID: 870 5947 6917

Teleconference: 1) Tenyana Lodge, 1122 Highway 41, Fish Camp, CA 93623 (Director Askew) 2) 288 Hartford Rd. Medford, NJ 08055 (Vice Chair Delgado).

Board Members will be attending this meeting In-Person: Bales Board Room (or otherwise virtually via applicable teleconferencing provisions set forth in the Brown Act). The public may attend this meeting under either option of a hybrid format: in-person, as noted above, or virtually. Please see the meeting information notice at the end of this agenda for more details.

Pages

1. Call to Order

Just Cause Notifications and Emergency Circumstance Requests (AB 2449)

2. Roll Call & Establishment of Quorum

Chair: Kim Shirley, City of Del Rey Oaks

Vice Chair: Bruce Delgado, City of Marina

Directors: Jerry Blackwelder, City of Sand City

Wendy Root Askew, County of Monterey

Bill Peake, City of Pacific Grove

Kim Barber, City of Monterey

Karen Ferlito, City of Carmel-by-the-Sea

Alexis Garcia-Arrazola, City of Seaside

Peter McKee, Pebble Beach Community Services District

3. Pledge of Allegiance

4. Public Communications

Anyone wishing to address the Board on matters not appearing on the agenda may do so now. Please limit comments to a maximum of three (3) minutes. The public may comment on any other matter listed on the agenda at the time the matter is being considered by the Board. For information about submitting public comments in writing in advance of the meeting, please see the Meeting Information section of this agenda.

5. Consent

These matters include routine financial and administrative actions, which are usually approved by a single majority vote. Individual items may be removed from consent for discussion and action.

5.a	Approve Regular Board Meeting Minutes - September 20, 2024	4
5.b	Approve Report of Disbursements, and Board & Employee Reimbursements for September 2024.	8
5.c	Receive Draft Finance Committee Minutes - October 2, 2024	15
5.d	Approve 2025 Board Meeting and Other Events Calendar.	18

6.	Recognition/Presentations	
6.a	Recognition of Javier Ayala, Sorter II for 25 Years of Service.	
7.	Discussion/Action	
7.a	Authorize the General Manager to Negotiate a Reimbursement Agreement with California-American Water Company for Staff Time Related to Monterey Peninsula Water Supply Project	21
	Recommended Motion: That the Board authorize the General Manager to negotiate a reimbursement agreement with California-American Water Company (Cal-Am) for staff time related to Monterey Peninsula Water Supply Project (MPWSP)	
7.b	Authorize the General Manager to Execute a 15-Year Base Term Compost Operations and Lease Agreement with Keith Day Company, Inc. of Monterey County, CA Subject to Approval of Form by District Legal Counsel .	28
	Recommended Motion: Authorize the General Manager to Execute a 15-Year Base Term Compost Operations and Lease Agreement with Keith Day Company, Inc. of Monterey County, CA Subject to Approval of Form by District Legal Counsel.	
8.	Staff Reports	
8.a	Report on Technical Advisory Committee (TAC) September 11, 2024, Meeting.	53
8.b	Review September Finance, Operating and Recycling Reports.	55
9.	Other Correspondence	
10.	General Manager Communications	
10.a	General Manager Communications	60
11.	Board Communications	
11.a	Appoint Ad Hoc Nomination Committee to Consider Board Chair and Vice Chair Appointments.	
12.	Adjournment	
	Next Meeting Date: November 22, 2024	

Meeting Information:

Virtual & Regular Meeting Notice: The meeting will be held (1) as a regular in-person meeting and (2) virtually via Zoom.

To join the Zoom webinar: Click on this link:

<https://us02web.zoom.us/j/87059476917> copy/paste the link into your browser or type the link into your browser. If your computer does not have audio, you will also need to join the meeting via phone. To participate via phone, please call: 1-669-900-9128; Webinar ID: 87059476917

Please note the meeting will proceed as normal even if there are technical difficulties accessing Zoom. ReGen Monterey will do its best to resolve any technical issues as quickly as possible.

Public Comments: If you are unable to participate virtually or via telephone, you

may also submit your comments by e-mailing the board clerk at IGonzales@ReGenMonterey.org with one of the following subject lines "Public Comment Item #" (insert the item number relevant to your comment). Comments must be received by 4 p.m. on the day prior to the scheduled meeting. All submitted comments will be provided to the Board and may be read into the record or compiled as part of the record. In an effort to ensure the virtual process closely follows our normal process, public comment will not be accepted in writing during the meeting. During the Meeting via Oral Comments: When the Chair calls for public comment, attendees can queue to speak with the "Raise Hand" feature. On the Zoom application, click the "Raise Hand" button. On the phone, press *9. The Board Clerk will call speaker names and unmute speaker mics. You will have 3 minutes to provide your comments.

Posting Information

This agenda was posted at the ReGen Monterey administrative offices at 14201 Del Monte Blvd, Salinas, CA, 93908. The agenda, including staff reports and additional information regarding these items, are available on our website at ReGenMonterey.org and our administrative office during regular business hours (additional fee may apply for copying). This agenda is subject to revision and may be amended prior to the scheduled meeting. If amended, a final agenda will be reposted.

Accessibility

All meetings are open to the public. ReGen Monterey does not discriminate against persons with disabilities and the boardroom is wheelchair accessible. In compliance with the Americans Disabilities Act, if you need special assistance to participate, please contact Board Clerk, Ida Gonzales at 831-264-6388 or email IGonzales@ReGenMonterey.org. Notification 48 hours prior to the meeting will enable us to make reasonable arrangements to ensure accessibility to this meeting. Later requests will be accommodated to the extent feasible. Recordings of meetings can be provided upon request.



DRAFT Regular Meeting of the Board of Directors

Minutes

September 20, 2024, 9:00 a.m.
14201 Del Monte Blvd, Salinas CA 93908
Bales Board Room

Chair: Kim Shirley, City of Del Rey Oaks
Vice Chair: Bruce Delgado, City of Marina

Directors Present: Jerry Blackwelder, City of Sand City
 Wendy Root Askew, County of Monterey
 Bill Peake, City of Pacific Grove
 Karen Ferlito, City of Carmel-by-the-Sea
 Kim Barber, City of Monterey
 Alexis Garcia-Arrazola, City of Seaside
 Peter McKee, Pebble Beach Community Services District

Absent: Kim Barber, City of Monterey

Staff Present: Felipe Melchor, General Manager
 Guy Petrabor, Director of Engineering and Compliance
 Jay Ramos, Director of Operations
 David Ramirez, Director of Engineering
 Helen Rodriguez, Director of Finance and Administration
 Zoe Shoats, Director of Communications and Public Education
 Berta Torres, Director of Human Resources
 Garth Gregson, Finance Manager
 Kristin O'hara, Communications Manager
 Ida Gonzales, Executive Assistant/Board Clerk
 Ana Quiroz, Administrative Support Specialist II

1. Call to Order

2. Roll Call & Establishment of Quorum

Notice duly given and presence of a quorum established, the September 20, 2024 Regular Meeting of the Monterey Regional Waste Management District dba ReGen Monterey Board of Directors was called to order by Chair Shirley at 9:00 a.m.

3. Pledge of Allegiance

4. Public Communications

Anyone wishing to address the Board on matters not appearing on the agenda may do so now. Please limit comments to a maximum of three (3) minutes. The public may comment on any other matter listed on the agenda at the time the matter is being considered by

the Board. For information about submitting public comments in writing in advance of the meeting, please see the Meeting Information section of this agenda.

There were no public comments.

5. Consent

These matters include routine financial and administrative actions, which are usually approved by a single majority vote. Individual items may be removed from consent for discussion and action.

- 5.a Approve Regular Board Meeting Minutes - July 19, 2024.
- 5.b Receive Draft Finance Committee Minutes - September 4, 2024.
- 5.c Approve Report of Disbursements, and Board & Employee Reimbursements for July 2024 and August 2024.
- 5.d Approve Early Site Closure on December 14, 2024, at 2:00 p.m.
- 5.e Approve Declaration of Surplus Equipment: SH16 2006 Chevrolet 3500 Flatbed.
- 5.f Adopt Resolution 2024-08 and Approve the Purchase of One (1) New 2024 Caterpillar 323 Excavator.
- 5.g Adopt Resolution 2024-09 and Approve Purchase of a New Caterpillar 966XE-BR Loader.
- 5.h Authorize General Manager to Purchase a Jenbacher 420 Engine Short Block.
- 5.i Approve Resolution of Appreciation (2024-10) for Retiring Employee Randy Evanger, Heavy Equipment Supervisor.
- 5.j Approve Resolution of Appreciation (2024-11) for Retiring Employee Guy Petraborg Director of Engineering & Compliance.

There were no public comments at this time.

Motion: Approve Consent Agenda

Moved by: Director Blackwelder

Seconded by: Director Ferlito

Motion Approved

6. Recognition/Presentations

- 6.a Recognition of Employee Chauncey Hendley, Heavy Equipment Operator for 30 years of Service.

The General Manager, Board of Directors and Staff thanked Mr. Hendley for 30 years of service to ReGen Monterey.

- 6.b Presentation of Resolution (2024-11) in Appreciation of Guy Petraborg Director of Engineering and Compliance.

Guy Petraborg Director of Engineering and Compliance was presented with a Resolution of Appreciation for his service to ReGen Monterey. The Board of

Directors, Staff and Colleagues expressed their appreciation for Guy's commitment to the success of ReGen Monterey.

6.c TRAITS Leadership Development Program Update.

The Board received a presentation from Dr. Barry and Jeanne Frew from Frew & Associates on the progress of the Leadership Development Program which began in January of 2023.

6.d Presentation of School Outreach and SB 1383 Compliance in 2023-2024.

Franco Guzman, Communications Assistant provided a presentation to the Board of Directors on outreach the Communications team has conducted to help school districts comply with [SB 1383 California's Short-Lived Climate Pollutants: Organic Waste Reductions](#) law, which requires Californians to separate their organic waste from their trash to reduce methane emissions from landfills ([SB 1383 Lara, Chapter 395, Statutes of 2016](#)).

7. Discussion/Action

7.a Receive Edited White Paper and Public Summary Versions.

Guy Petraborg Director of Engineering and Compliance presented the Edited White Paper and Public Summary versions.

Motion: To receive both the edited White Paper (Attachment 2) and the public summary version of the White Paper, "Where Waste Travels" (Attachment 3) for ReGen's publication and use.

There were no public comments.

Motion Approved

7.b Approve Reserve Policy Revisions and Add Landfill Closure and Post-Closure Reserve Funds.

Motion: To approve revisions to ReGen's current Reserve Policy including, but not limited to, the addition of both Landfill Closure and Post-Closure Reserve Funds.

Moved by: Director Askew

Seconded by: Director Delgado

There were no public comments.

Motion: Approved

7.c Discuss Draft Compost Operations Agreement.

Guy Petraborg Director of Engineering and Compliance presented the Draft Compost Operations Agreement.

Information Only.

7.d Approval of Addition of New Classification of Power Systems Manager and Related Pay Schedule.

Berta Torres, Director of Human Resources presented staff's recommendation to add a New Power Systems Manager to the organization.

Motion: To Approve the Addition of New Classification of Power Systems Manager and Related Pay Schedule.

Moved by: Director McKee
Seconded by: Director Askew

There were no public comments.

Motion: Approved

8. Staff Reports

8.a Review Finance, Operating, and Recycling Reports

Garth Gregson, Accounting Manager presented ReGen Monterey's Finances. Operating, and Recycling Reports.

8.b Report on Technical Advisory Committee (TAC) July 10, 2024 Meeting

Zoe Shoats, Director of Communications presented the July 10 TAC meeting update.

8.c FY 2024 Safety Board Presentation

Anthony Martin, Safety Manager presented the 2024 Safety Report.

9. Other Correspondence

10. General Manager Communications

10.a General Manager Communications

11. Board Communications

12. Adjournment

There being no further business to come before the Board at this time, the September 20, 2024 Regular Board meeting of the Monterey Regional Waste Management District dba ReGen Monterey Board of Directors was adjourned by Chair Shirley at 12:45 p.m.

RECORDED BY:

AUTHENTICATED BY:

Ida Gonzales
Executive Assistant/ Board Clerk

Felipe Melchor
General Manager/Secretary

MEMO



Consent

Item #: 5.b

Meeting Date: October 18, 2024

To: Board of Directors
From: Garth Gregson
Approved by: Felipe Melchor

Subject: Approve Report of Disbursements, and Board & Employee Reimbursements for September 2024

RECOMMENDATION Information only

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Physical Address

14201 Del Monte Blvd.
Salinas, CA 93908

Mailing Address

P.O. Box 1670
Marina, CA 93933

Phone / Fax

831-384-5313 PHONE
831-384-3567 FAX

Web / Social

ReGenMonterey.org
@ReGenMonterey

Let's not waste this.

MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT
Employee Credit Card Activity
September 2024

Purpose	Amount
Conferences/Meetings	502.48
Memberships/Subscriptions	656.28
Social Committee Expense	43.61
Office Supplies	744.70
Info Sys Supplies/Services	1,770.41
Employee Recognition/Goodwill	2,959.70
Employee Wellness	710.55
Medical Services	444.80
Training	1,610.00
Governmental Fees	365.61
Equipment R&M	1,410.09
Facilities R&M	1,909.28
Operating Supplies	8,440.61
	<u>\$ 21,568.12</u>

Monterey Regional Waste Management District

Checks Issued

For the Month of September 2024

Check Date	Check No	Payee	Transaction Description	Amount
9/6/2024	96575	ACCENT WIRE HOLDINGS, LLC	MRF BALES WIRE	49,114.85
9/6/2024	96576	ACE HARDWARE	OPERATING SUPPLIES	128.41
9/6/2024	96577	AGUILAR TIRE SERVICE	TIRE REPAIRS	1,123.65
9/6/2024	96578	AT&T	UTILITIES	1,845.17
9/6/2024	96579	REBECCA AGUILAR	RETIREE HEALTH INS REIM 9/2024	1,666.84
9/6/2024	96580	BALANCE STAFFING	TEMP STAFF WK END 8/18/24	4,479.54
9/6/2024	96581	BARNES WELDING SUPPLY	MMT REPAIR PARTS	1,105.36
9/6/2024	96582	BANK OF AMERICA BUSINESS CARD	DISTRICT CREDIT CARDS	25,143.51
9/6/2024	96583	C & N TRACTORS	SHOP REPAIR PARTS/MAINTENANCE	209.27
9/6/2024	96584	CALL2RECYCLE, INC.	HW DISPOSAL	2,305.70
9/6/2024	96585	CAMPOS BROTHERS RECOVERY, INC	APPLIANCE DISPOSAL	2,789.00
9/6/2024	96586	CASTROVILLE AUTO PARTS	SHOP REPAIR PARTS/MAINTENANCE	393.68
9/6/2024	96587	DON CHAPIN COMPANY INC	BASE ROCK	44,437.41
9/6/2024	96588	CINTAS CORPORATION #630	UNIFORM SERVICE WK 8/16/24	3,164.01
9/6/2024	96589	COAST COUNTIES TRUCK & EQUIPMENT	SHOP REPAIRS/MAINTENANCE	25.82
9/6/2024	96590	COLLINS ELECTRICAL COMPANY, INC.	ELECTRICAL SERVICES	1,236.28
9/6/2024	96591	DARE CAPITAL PARTNERS, LLC	CONTRACT RECYCLING	2,703.29
9/6/2024	96592	DBM ENGINEERING	DEVELOPMENT PROCUREMENT POLICY	7,605.00
9/6/2024	96593	SAULO DELGADO	RETIREE HEALTH INS REIM 9/2024	776.30
9/6/2024	96594	CESAR RODRIGUEZ	SHOP REPAIR PARTS/MAINTENANCE	871.65
9/6/2024	96595	EDGES ELECTRICAL GROUP LLC	LFG REPAIR PARTS	35.33
9/6/2024	96596	EL CAMINO MACH & WELDING, LLC	MMT REPAIR PARTS	6,046.78
9/6/2024	96597	ENERGY DYNAMICS, LLC	LFG REPAIR PARTS	7,196.33
9/6/2024	96598	FASTENAL COMPANY	OPERATING SUPPLIES	494.57
9/6/2024	96599	FIRE PROTECTION MANAGEMENT INC	ANNUAL FIRE HYDRANT INSPECTION	2,419.00
9/6/2024	96600	GRAINGER	OPERATING SUPPLIES	2,030.48
9/6/2024	96601	GRANITE ROCK	AGGREGATE AND ASPHALT	13,251.37
9/6/2024	96602	HOFFMEYER COMPANY, INC.	MMT REPAIR PARTS	15,673.83
9/6/2024	96603	JOHNSON ASSOCIATES	SHOP REPAIR PARTS/MAINTENANCE	147.38
9/6/2024	96604	KADANT PAAL, LLC	MMT REPAIR PARTS	504.10
9/6/2024	96605	LOCI CONTROLS, INC	LFG WELL PILOT STUDY	7,975.25
9/6/2024	96606	PEDRO MONTEJANO	CLEANING SERVICE AUG 2024	14,500.00
9/6/2024	96607	MOTION INDUSTRIES INC	MMT REPAIR PARTS	9,669.18
9/6/2024	96608	RON MOONEYHAM	RETIREE HEALTH INS REIM 9/2024	394.44
9/6/2024	96609	LYNETTE MOONEYHAM	RETIREE HEALTH INS REIM 9/2024	366.89
9/6/2024	96610	MONTEREY BAY TECHNOLOGIES, INC.	RETAINER SEP 2024	7,500.00
9/6/2024	96611	MELISSA BAXTER DBA NOTHING WASTED CONSULT	Q3 SB1383 SAMPLNG 7.15-7.25.24	26,674.00
9/6/2024	96612	FATIMA OCHOA	EE REIMB SNACKS FOR EE APPREC	40.02
9/6/2024	96613	OFFICE DEPOT CREDIT PLAN	OFFICE SUPPLIES AUG 2024	522.74
9/6/2024	96614	PACIFIC TRUCK PARTS, INC.	SHOP REPAIR PARTS/MAINTENANCE	115.07
9/6/2024	96615	PATRICK SPENCER CLARK	LABOR NEGOTIATIONS JUN-24	7,000.00
9/6/2024	96616	JEANETTE PAGAN	RETIREE HEALTH INS REIM 9/2024	1,131.00
9/6/2024	96617	QUALITY WATER ENTERPRISES INC	C&I RENTAL 9.1.24-9.30.24	45.00
9/6/2024	96618	QUINN COMPANY, INC.	SHOP REPAIR PARTS/MAINTENANCE	25,156.16
9/6/2024	96619	RUSTY JONES	BIRD ABATEMENT WK END 8/31/24	5,170.00
9/6/2024	96620	R&R LABOR, INC	TEMP STAFF WK END 8/21/24	8,224.99
9/6/2024	96621	TINA REID	RETIREE HEALTH INS REIM 9/2024	1,845.43
9/6/2024	96622	SAFETEQUIP, INC	OPERATING SUPPLIES	644.58
9/6/2024	96623	SELECT STAFFING	TEMP STAFF WK END 8/18/24	6,061.13
9/6/2024	96624	SILICON ROADWAYS	CONTRACT RECYCLING	2,086.00
9/6/2024	96625	STRATEGIC MATERIALS, INC.	CONTRACT RECYCLING	790.96
9/6/2024	96626	STURDY OIL COMPANY	FUELS	867.09
9/6/2024	96627	SUPERIOR AUTO DETAIL	SHOP REPAIR PARTS/MAINTENANCE	440.00
9/6/2024	96628	TORO PETROLEUM CORP	DIESEL EXHAUSE FLUID	594.71

Monterey Regional Waste Management District

Checks Issued

For the Month of September 2024

Check Date	Check No	Payee	Transaction Description	Amount
9/6/2024	96629	ULINE SHIPPING SUPPLY SPECIAL	OPERATING SUPPLIES	1,001.91
9/6/2024	96630	JOSE TAVARES	RETIREE HEALTH INS REIM 9/2024	773.89
9/6/2024	96631	WEST COAST RUBBER RECYCLING, INC	TIRE DISPOSAL	2,200.00
9/13/2024	96632	ACE HARDWARE	OPERATING SUPPLIES	31.66
9/13/2024	96633	ACME RIGGING & SUPPLY CO.	SHOP REPAIR PARTS/MAINTENANCE	891.68
9/13/2024	96634	AFLAC	AFLAC AUG 2024	3,477.82
9/13/2024	96635	AGUILAR TIRE SERVICE	TIRE REPAIRS	808.74
9/13/2024	96636	ALHAMBRA & SIERRA SPRINGS	CREAMER/SUGAR/HOT CHOC	205.92
9/13/2024	96637	ALHAMBRA & SIERRA SPRINGS	WATER SERVICE AUG 2024	3,984.84
9/13/2024	96638	AT&T	UTILITIES	750.70
9/13/2024	96639	BALANCE STAFFING	TEMP STAFF WK END 9/1/24	4,907.04
9/13/2024	96640	BULK HANDLING SYSTEMS	MMT REPAIR PARTS	1,537.72
9/13/2024	96641	CAL-SIERRA PIPE, LLC	24" CORRUGAT'D PLASTIC 20'	44,936.06
9/13/2024	96642	CAMPOS BROTHERS RECOVERY, INC	APPLIANCE DISPOSAL	2,259.00
9/13/2024	96643	CASTROVILLE AUTO PARTS	SHOP REPAIR PARTS/MAINTENANCE	305.81
9/13/2024	96644	DON CHAPIN COMPANY INC	3/4" CLASS II BASE ROCK	13,600.00
9/13/2024	96645	CINTAS CORPORATION #630	UNIFORM SERVICE WK END 8/30/24	5,972.44
9/13/2024	96646	CLARK PEST CONTROL	PEST CONTROL	566.00
9/13/2024	96647	COAST COUNTIES TRUCK & EQUIPMENT	SHOP REPAIR PARTS/MAINTENANCE	13.76
9/13/2024	96648	CORNERSTONE ENVIRONMENTAL GROUP, LLC	GCCS IMPROVEMENTS	22,757.75
9/13/2024	96649	CSC OF SALINAS	OPERATING SUPPLIES	935.51
9/13/2024	96650	DARE CAPITAL PARTNERS, LLC	CONTRACT RECYCLING	6,208.38
9/13/2024	96651	KEITH DAY COMPANY, INC.	CONTRACT RECYCLING	143,683.76
9/13/2024	96652	FARMER BROTHERS CO	COFFEE SERVICE AUG-24	345.40
9/13/2024	96653	FAST CARE, INC	MEDICAL SERVICES	1,305.00
9/13/2024	96654	FERRELLGAS	PROPANE FOR MRF	3,683.89
9/13/2024	96655	GOLD STAR BUICK GMC, INC	SHOP REPAIR PARTS/MAINTENANCE	578.85
9/13/2024	96656	AIS INTERNATIONAL, LLC	GP SERVICES	1,261.50
9/13/2024	96657	GRAINGER	OPERATING SUPPLIES	753.60
9/13/2024	96658	GREENWOOD CHEVROLET	2024 CHEVY SILVERADO WT EV	71,402.33
9/13/2024	96659	GRANITE ROCK	AGGREGATE & ASPHALT MRF	13,053.74
9/13/2024	96660	GREEN VALLEY INDUSTRIAL SUPPLY, INC	OPERATING SUPPLIES	146.59
9/13/2024	96661	HOFFMEYER COMPANY, INC.	MMT REPAIR PARTS	798.62
9/13/2024	96662	LAWSON PRODUCTS, NC	OPERATING SUPPLIES	841.92
9/13/2024	96663	LINDE GAS & EQUIPMENT, INC	OPERATING SUPPLIES	3,025.00
9/13/2024	96664	MARINA PLUMBING & HEATING	PLUMBING AT MRF	135.00
9/13/2024	96665	MATHEWS MECHANICAL	DESIGN/INSTALL C162 CONVYR AC	36,134.74
9/13/2024	96666	MCLELLAN INDUSTRIES, INC.	SHOP REPAIR PARTS/MAINTENANCE	141.15
9/13/2024	96667	OPERATING ENG. LOCAL UNION #3	OE3 UNION DUES	5,139.00
9/13/2024	96668	OPER.ENG.PUBLIC & MISC EE'S	OE HEALTH INSURANCE OCT 2024	275,444.00
9/13/2024	96669	PACIFIC TRUCK PARTS, INC.	SHOP REPAIR PARTS/MAINTENANCE	98.17
9/13/2024	96670	PACIFIC GAS & ELECTRIC	UTILITIES	61.44
9/13/2024	96671	POTENTIAL INDUSTRIES, INC.	RECYCLING BROKER FEES JUL 2024	3,610.37
9/13/2024	96672	QUINN COMPANY, INC.	SHOP REPAIR PARTS/MAINTENANCE	1,787.48
9/13/2024	96673	RUSTY JONES	BIRD ABATEMENT WK END 9/7/24	2,585.00
9/13/2024	96674	SPECTOR CORBETT ARCHITECTS,INC	SCALE HOSUE RENOVATION	3,758.75
9/13/2024	96675	ADMINISTRATOR-SDRMA	AUTHORITY PORP/LIAB 24-25	5,206.51
9/13/2024	96676	SELECT STAFFING	TEMP STAFF WK END 8/25/24	3,983.55
9/13/2024	96677	SILICON ROADWAYS	CONTRACT RECYCLING	3,124.00
9/13/2024	96678	SILKE COMMUNICATIONS, INC.	RADIO REPROGRAM SHIPPING FEE	10.94
9/13/2024	96679	SILVER POINT PROTECTION, INC	SECURITY SERVICES AUG-24	12,183.00
9/13/2024	96680	SMART SIGNS & GRAPHICS	CUSTOM HOODIES FOR OPS	272.61
9/13/2024	96681	SOUTHERN TIRE MART	TIRE REPAIRS	2,718.11
9/13/2024	96682	STAPLES ADVANTAGE	OFFICE SUPPLIES JUN 2024	11,223.08

Monterey Regional Waste Management District

Checks Issued

For the Month of September 2024

Check Date	Check No	Payee	Transaction Description	Amount
9/13/2024	96683	STRATEGIC MATERIALS, INC.	CONTRACT RECYCLING	899.98
9/13/2024	96684	STURDY OIL COMPANY	FUELS	47,086.89
9/13/2024	96685	VALLEY FABRICATION, INC.	SHOP REPAIR PARTS/MAINTENANCE	866.14
9/20/2024	96686	ACE HARDWARE	OPERATING SUPPLIES	331.90
9/20/2024	96687	ACE HIGH DESIGNS, INC	ANNIVERSARY JACKETS	121.21
9/20/2024	96688	AGUILAR TIRE SERVICE	TIRE REPAIRS	179.70
9/20/2024	96689	ALTIVUS MEDICAL	HW DISPOSAL	227.00
9/20/2024	96690	APTIM CORP.	LFGCCS REPAIRS JUNE SERVICE	157,008.35
9/20/2024	96691	ARC DOCUMENT SOLUTIONS, LLC	PRINT PLAN FOR SCL HOUSE REMDL	808.56
9/20/2024	96692	ASSOCIATED COMPRESSOR EQUIP	MMT REPAIR PARTS	8,690.54
9/20/2024	96693	AT&T	UTILITIES	31.41
9/20/2024	96694	AT&T	UTILITIES	31.41
9/20/2024	96695	AT&T	UTILITIES	31.49
9/20/2024	96696	AT&T	UTILITIES	396.42
9/20/2024	96697	AT&T	UTILITIES	31.41
9/20/2024	96698	BARNES WELDING SUPPLY	MMT REPAIR PARTS	211.23
9/20/2024	96699	BECKS SHOE STORE, INC	SAFETY BOOTS	478.52
9/20/2024	96700	BLUE STRIKE ENVIRONMENTAL	EDIBLE FOOD RCVRY 8.1-8.31.24	11,607.46
9/20/2024	96701	C & N TRACTORS	SHOP REPAIR PARTS/MAINTENANCE	147.93
9/20/2024	96702	EDGAR & ASSOCIATES, INC	CA COMPOST COALITION SEP-2024	500.00
9/20/2024	96703	LANDSCAPE MAINTENANCE OF AMERICA	LITTER ABATEMENT	675.00
9/20/2024	96704	CAMPOS BROTHERS RECOVERY, INC	APPLIANCE DISPOSAL	1,929.00
9/20/2024	96705	CASTROVILLE AUTO PARTS	SHOP REPAIR PARTS/MAINTENANCE	105.56
9/20/2024	96706	CENTRAL COAST TIRE, LLC	TIRE REPAIRS	1,159.25
9/20/2024	96707	CLAREMONT BEHAVIORAL SERVICES	SEP 2024 EAP PREMIUM	462.00
9/20/2024	96708	COAST COUNTIES TRUCK & EQUIPMENT	SHOP REPAIR PARTS/MAINTENANCE	44.86
9/20/2024	96709	CFA SOFTWARE	CFA SOFTWARE SERVC/MAINT	2,995.00
9/20/2024	96710	CRUZ UPHOLSTERY	SHOP REPAIR PARTS/MAINTENANCE	732.37
9/20/2024	96711	CUTTING EDGE SUPPLY	SHOP REPAIR PARTS/MAINTENANCE	20,589.34
9/20/2024	96712	DARE CAPITAL PARTNERS, LLC	CONTRACT RECYCLING	3,508.49
9/20/2024	96713	DATAFLOW BUSINESS SYSTEMS INC.	CONT INV KYOCERA 6052CI	173.65
9/20/2024	96714	KEITH DAY COMPANY, INC.	CONTRACT RECYCLING	12,171.59
9/20/2024	96715	GRAINGER	OPERATING SUPPLIES	4,206.57
9/20/2024	96716	GREEN WILLOW GROUP, LLC	KIPTRAQ SERVICE	2,500.00
9/20/2024	96717	KIMBERLE HERRING	RETIREE HEALTH INS REIM 9/2024	773.89
9/20/2024	96718	HOFFMEYER COMPANY, INC.	MMT REPAIR PARTS	906.14
9/20/2024	96719	LINDE GAS & EQUIPMENT, INC	OPERATING SUPPLIES	240.08
9/20/2024	96720	GILBERTO NAJERA	EE REIMBURSEMENT LFG	1,166.71
9/20/2024	96721	PACIFIC TRUCK PARTS, INC.	SHOP REPAIR PARTS/MAINTENANCE	6,678.55
9/20/2024	96722	JIMMY PEREZ	PER DIEM HHW CONF AUSTIN TX	386.00
9/20/2024	96723	PACIFIC GAS & ELECTRIC	UTILITIES	6,341.00
9/20/2024	96724	PINNACLE MEDICAL GROUP INC	MEDICAL SERVICES	160.00
9/20/2024	96725	PRUDENTIAL GROUP INSURANCE	VOIDED CHECK	14,675.61
9/20/2024	96726	QUINN COMPANY, INC.	SHOP REPAIR PARTS/MAINTENANCE	40,609.03
9/20/2024	96727	RUSTY JONES	BIRD ABATEMENT WK END 9/14/24	2,585.00
9/20/2024	96728	R&R LABOR, INC	TEMP STAFF WK END 8/28/24	3,460.80
9/20/2024	96729	SAFETEQUIP, INC	SAFETY SUPPLIES MRF	151.71
9/20/2024	96730	SELECT STAFFING	TEMP STAFF WK END 9/1/24	3,634.81
9/20/2024	96731	SILICON ROADWAYS	CONTRACT RECYCLING	2,086.00
9/20/2024	96732	EMMANUEL GALLARDO	FABRICATE LADDR FIRE WATR TANK	2,850.00
9/20/2024	96733	SOUTHWESTERN SALES, INC	SHOP REPAIR PARTS/MAINTENANCE	538.76
9/20/2024	96734	STRATEGIC MATERIALS, INC.	CONTRACT RECYCLING	509.09
9/20/2024	96735	STURDY OIL COMPANY	FUELS	22,641.07
9/20/2024	96736	SUPERIOR AUTO DETAIL	SHOP REPAIR PARTS/MAINTENANCE	1,980.00

Monterey Regional Waste Management District

Checks Issued

For the Month of September 2024

Check Date	Check No	Payee	Transaction Description	Amount
9/20/2024	96737	SALINAS VALLEY SOLID WASTE	RECYCLIST PROGRAM	13,630.34
9/20/2024	96738	TOM'S SITE SERVICES	PORTABLE TOILET 8.25-9.21.24	4,377.53
9/20/2024	96739	TORO PETROLEUM CORP	SHOP DIESEL EXHAUST FLUID	641.24
9/20/2024	96740	THE TRAILER COMPANY, INC.	SHOP REPAIR PARTS/MAINTENANCE	102.05
9/20/2024	96741	TRILLIUM CNG	CNG FUEL PURCHASES	96,165.97
9/20/2024	96742	ULINE SHIPPING SUPPLY SPECIAL	OPERATING SUPPLIES	13,214.02
9/20/2024	96743	SQUARE GROVE, LLC DBA UPLIFT DESK	OFFICE SUPPLIES/FURNITURE	2,588.16
9/20/2024	96744	JOSE R VILLA	REISSUE PAYROLL CHK 09122024	665.66
9/20/2024	96745	WASTE MANAGEMENT INC.	TRASH SERVICE	983.34
9/20/2024	96746	WCP DEVELOPERS, LLC	REIMB CR BAL A/R ACCOUNT	124.45
9/30/2024	96747	ACCENT CLEAN & SWEEP, INC.	STREET SWEEPING AUG 2024	20,576.88
9/30/2024	96748	ACE HARDWARE	OPERATING SUPPLIES	192.23
9/30/2024	96749	AGUILAR TIRE SERVICE	TIRE REPAIRS	678.19
9/30/2024	96750	ARBON EQUIPMENT CORP	OPERATING SUPPLIES	2,275.68
9/30/2024	96751	AT&T	UTILITIES	1,326.15
9/30/2024	96752	BALANCE STAFFING	TEMP STAFF WK END 9/8/24	1,972.09
9/30/2024	96753	BARNES WELDING SUPPLY	MMT REPAIR PARTS	417.63
9/30/2024	96754	BANK OF AMERICA BUSINESS CARD	DISTRICT CREDIT CARDS	21,568.12
9/30/2024	96755	C & N TRACTORS	SHOP REPAIR PARTS/MAINTENANCE	2,060.79
9/30/2024	96756	CALL2RECYCLE, INC.	HW DISPOSAL	3,586.10
9/30/2024	96757	CAMPOS BROTHERS RECOVERY, INC	APPLIANCE DISPOSAL	2,119.00
9/30/2024	96758	CASTROVILLE AUTO PARTS	SHOP REPAIR PARTS/MAINTENANCE	318.01
9/30/2024	96759	DON CHAPIN COMPANY INC	3/4" CLASS II BASE ROCK	77,520.00
9/30/2024	96760	CINTAS CORPORATION	FIRST AID SUPPLIES	313.09
9/30/2024	96761	COAST COUNTIES TRUCK & EQUIPMENT	SHOP REPAIR PARTS/MAINTENANCE	167.76
9/30/2024	96762	CRYSTAL SMR INC	NEW PORTABLE RADIOS PROGRAMMG	7,445.66
9/30/2024	96763	CSC OF SALINAS	OPERATING SUPPLIES	174.55
9/30/2024	96764	DARE CAPITAL PARTNERS, LLC	CONTRACT RECYCLING	7,139.67
9/30/2024	96765	KEITH DAY COMPANY, INC.	COMPOST PROCUREMENT SB1383	27,025.00
9/30/2024	96766	ENERGY DYNAMICS, LLC	LFG UNIT 4 REPAIR PARTS 50%	158,743.44
9/30/2024	96767	EVERBANK, N.A.	COPIER LEASE KYOCERA 6052CI	283.65
9/30/2024	96768	FASTENAL COMPANY	OPERATING SUPPLIES	6,087.04
9/30/2024	96769	GOLD STAR BUICK GMC, INC	SHOP REPAIR PARTS/MAINTENANCE	3,376.27
9/30/2024	96770	GRAINGER	OPERATING SUPPLIES	3,519.25
9/30/2024	96771	GRANITE ROCK	AGGREGATE/ASHPALT	36,583.96
9/30/2024	96772	HOFFMEYER COMPANY, INC.	REPAIR PARTS MMT	3,062.71
9/30/2024	96773	PITNEY BOWES GLOBAL FINANCIAL SERVICES, LLC	POSTAGE METER LEASE	244.33
9/30/2024	96774	PITNEY BOWES BANK INC PURCHASE POWER	POSTAGE REFILLS	691.78
9/30/2024	96775	QUALITY SCALE INC.	SCALES REPAIRS	6,543.77
9/30/2024	96776	QUINN COMPANY, INC.	SHOP REPAIR PARTS/MAINTENANCE	17,131.51
9/30/2024	96777	R&S ERECTION OF MONTEREY BAY	LCM ROLL UP DOOR REPAIRS	328.00
9/30/2024	96778	RAIN FOR RENT	PUMP RENTAL LOD	1,858.21
9/30/2024	96779	R&R LABOR, INC	TEMP STAFF WK END 9/4/24	2,508.80
9/30/2024	96780	SCS ENGINEERS	ENVIRONMENTAL SERVICES	9,300.00
9/30/2024	96781	SELECT STAFFING	TEMP STAFF WK END 9/8/24	2,579.15
9/30/2024	96782	STRATEGIC MATERIALS, INC.	CONTRACT RECYCLING	1,037.59
9/30/2024	96783	STURDY OIL COMPANY	FUELS	8,642.23
9/30/2024	96784	ADMINISTRATOR-SDRMA	WORKERS COMP RECON FY 23-24	29,127.77
9/30/2024	96785	TORO PETROLEUM CORP	LFG LUBRICANTS	22,996.42
9/30/2024	96786	ULINE SHIPPING SUPPLY SPECIAL	OPERATING SUPPLIES	1,901.67
9/30/2024	96787	UNITED PARCEL SERVICE	SHIPPING FEES	63.91
9/30/2024	96788	VERIZON WIRELESS	GPS/HOTSPOT	391.66
9/30/2024	96789	WEST COAST RUBBER RECYCLING, INC	TIRE DISPOSAL	2,200.00
9/30/2024	96790	WHITSON AND ASSOCIATES	SURVEY SUPPORT SERVICES	1,806.00

MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT
Employee Cash Disbursements
September 2024

Check Date	Check Number	Payee	Description	Amount	Purpose	Location
9/20/2024	96720	Gilberto Najera	LFG Supplies	1,166.71	LFG Supplies	Marina CA
				<u>\$ 1,166.71</u>		

Draft Finance Committee Meeting

Minutes



October 2, 2024, 9:00 a.m.
14201 Del Monte Blvd, Salinas CA 93908
Bales Board Room

Board Members Present: Director Peake
Vice Chair Shirley

Board Members Absent: Director McKee

Staff Present: Felipe Melchor, General Manager
Jay Ramos, Director of Operations
Helen Rodriguez, Director of Finance and Administration
David Ramirez, Director of Engineering and Compliance
Zoe Shoats, Director of Communications
Garth Gregson, Finance Manager
Kristin O'hara, Communications Manager
Ida Gonzales, Executive Assistant/Board Clerk

1. Call to Order

Just Cause Notifications and Emergency Circumstance Requests (AB 2449)

2. Roll Call & Establishment of Quorum

Chair: Kim Shirley, City of Del Rey Oaks
Vice Chair: Bill Peake, City of Pacific Grove

Directors:

Peter McKee, Pebble Beach Community Service District

Notice duly given and presence of a quorum established, the October 2, 2024 Finance Committee Meeting of the Monterey Regional Waste Management District dba ReGen Monterey was called to order by Chair Shirley at 9:01 a.m.

3. Public Communications

Anyone wishing to address the Board on matters not appearing on the agenda may do so now. Please limit comments to a maximum of three (3) minutes. The public may comment on any other matter listed on the agenda at the time the matter is being considered by the Board. For information about submitting public comments in writing in advance of the meeting, please see the Meeting Information section of this agenda.

4. Discussion/Action

4.a Approve Finance Committee Meeting Minutes - September 4, 2024

Moved by: Director Peake

Seconded by: Vice Chair Shirley

Motion: Approve Finance Committee Minutes - September 4, 2024

Motion Approved

4.b Discuss Draft Compost Operations Agreement.

Staff met with Keith Day on October 1 to review the latest version of the draft Compost Operations Agreement which included the items discussed at the September 20 Board meeting. ReGen will hold the composting operating permit as part of preparing a new composting agreement. There was discussion about pricing and having a floor and ceiling price and annual price adjustments based on the CPI. The Committee discussed whether the length of the agreement should be 15 years with two 5 year extensions or 10 years with three 5 year extensions. The current version of the draft agreement is a 15-year term with two 5 year extensions. Staff will update the draft agreement to include the items that were discussed with Keith Day and the Committee. The draft agreement will be presented at the October 18 Board meeting.

4.c Discuss Draft Reimbursement Agreement for ReGen's Staff time regarding California American Water's Pipeline Alignment and Desalination Plant.

Discussion was held regarding the draft Reimbursement Agreement for ReGen's staff time regarding California American Water's Pipeline Alignment and Desalination Plant. The Committee provided comments and recommended that the draft agreement be presented to the Board of Directors at the next meeting.

5. General Manager Communications

6. Discuss Future Agenda Items

Director Peake requested a future item to discuss ReGen Monterey's finances to include the cost of services and additional financial information. Staff will review Director Peake's request and provide information at a future meeting.

7. Adjournment

Next Meeting Date: November 6, 2024

Meeting Information:

Virtual & Regular Meeting Notice: The meeting will be held (1) as a regular in-person meeting and (2) virtually via Zoom.

To join the Zoom webinar: Click on this <https://us02web.zoom.us/j/85787306400> copy/paste the link into your browser or type the link into your browser. If your computer does not have audio, you will also need to join the meeting via phone. To participate via phone, please call: 1-669-900-9128; 857 8730 6400 Please note the meeting will proceed as normal even if there are technical difficulties accessing Zoom. ReGen Monterey will do its best to resolve any technical issues as quickly as possible.

Public Comments: If you are unable to participate virtually or via telephone, you may also submit your comments by e-mailing the board clerk at IGonzales@ReGenMonterey.org with one of the following subject lines "Public Comment Item #" (insert the item number relevant to your comment). Comments must be received by 4 p.m. on the day prior to the scheduled meeting. All submitted comments will be provided to the Board and may be read into the record or compiled as part of the record. In an effort to ensure the virtual

process closely follows our normal process, public comment will not be accepted in writing during the meeting. During the Meeting via Oral Comments: When the Chair calls for public comment, attendees can queue to speak with the “Raise Hand” feature. On the Zoom application, click the “Raise Hand” button. On the phone, press *9. The Board Clerk will call speaker names and unmute speaker mics. You will have 3 minutes to provide your comments.

Posting Information

This agenda was posted at the ReGen Monterey administrative offices at 14201 Del Monte Blvd, Salinas, CA, 93908. The agenda, including staff reports and additional information regarding these items, are available on our website at ReGenMonterey.org and our administrative office during regular business hours (additional fee may apply for copying). This agenda is subject to revision and may be amended prior to the scheduled meeting. If amended, a final agenda will be reposted.

Accessibility

All meetings are open to the public. ReGen Monterey does not discriminate against persons with disabilities and the boardroom is wheelchair accessible. In compliance with the Americans Disabilities Act, if you need special assistance to participate, please contact Board Clerk, Ida Gonzales at 831-264-6388 or email IGonzales@ReGenMonterey.org. Notification 48 hours prior to the meeting will enable us to make reasonable arrangements to ensure accessibility to this meeting. Later requests will be accommodated to the extent feasible. Recordings of meetings can be provided upon request.

Draft ReGen Monterey

2025 Calendar of Board Meetings and Other Events

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

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

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

Board Meetings
9:00 a.m.

Extended Board Meetings
9:00 a.m. - 12:30 p.m.

Finance/Personnel Committee Meetings
9:00 a.m.-10:30 a.m./10:30 a.m.-12:00 p.m.
**Possible Board Workshop/Special Meeting

Monterey County Special - TBD
Districts Association Meetings
6:00 p.m. - 8:00 p.m.

Other Notable Conferences/Events for 2025 are listed below:

TBD SWANA Palooza
TBD SDRMA Safety/Claims Education Day
April 7-10, 2025 SWANA Western Regional Symposium
August 3-6, 2025 CRRA Symposium
March 10-14, 2025 CSDA Annual Conference
TBD League of California Cities Annual Conference
TBD SWANA WasteCon



* Subject to Cancellation Pending Board Action Items

MEMO



Item #: 7.a

Meeting Date: October 18, 2024

To: Board of Directors
From: David Ramirez, Director of Engineering and Compliance
Approved by: Felipe Melchor, General Manager

Subject: Authorize the General Manager to Negotiate a Reimbursement Agreement with California-American Water Company for Staff Time Related to Monterey Peninsula Water Supply Project

RECOMMENDATION

That the Board authorize the General Manager to negotiate a reimbursement agreement with California-American Water Company (Cal-Am) for staff time related to Monterey Peninsula Water Supply Project (MPWSP)

BACKGROUND AND DISCUSSION

Cal-Am, a subsidiary of American Water, Inc., is developing the MPWSP, which includes a desalination plant adjacent to ReGen Monterey's property. As part of this project, Cal-Am has approached the ReGen to discuss potential access needs, easements and infrastructure connections that may affect ReGen's property. Given the complexity and potential long-term implications of these discussions, staff time and resources will be required to properly evaluate and respond to Cal-Am's requests.

As a public agency, the ReGen has a fiduciary responsibility to ensure that public resources are not utilized to advance private interests. A reimbursement agreement would appropriately allocate the costs associated with staff time and expenses incurred during discussions and negotiations related to this private development project, which may significantly impact ReGen operations and property.

The draft reimbursement agreement could establish the following provisions with Board input:

1. Cal-Am would provide an initial deposit of \$25,000 to cover ReGen staff time and expenses.
2. The agreement would allow for additional deposits if needed, subject to mutual agreement.
3. The ReGen would provide monthly invoices detailing staff time and expenses.
4. Unused funds would be returned to Cal-Am upon completion or termination of discussions.
5. The agreement explicitly states that it does not commit the ReGen to any access, easements, or other accommodations for the MPWSP.

The final terms and conditions of the agreement will be brought back to the Board for consideration and final approval after negotiations have concluded.

Physical Address

14201 Del Monte Blvd.
Salinas, CA 93908

Mailing Address

P.O. Box 1670
Marina, CA 93933

Phone / Fax

831-384-5313 PHONE
831-384-3567 FAX

Web / Social

ReGenMonterey.org
@ReGenMonterey

Let's not waste this.

FISCAL IMPACT

The agreement will ensure reimbursement for staff time and expenses related to Cal-Am's project. The draft Agreement includes an initial deposit of \$25,000 which will be held in a standard impound account and drawn down based on actual expenses incurred.

CONCLUSION

The proposed reimbursement agreement with Cal-Am represents a prudent approach to managing discussions regarding the MPWSP while utilizing District resources and maintaining appropriate boundaries between public and private interests. Staff recommends the Board authorize the General Manager to negotiate a reimbursement agreement with California-American Water Company for staff time related to Monterey Peninsula Water Supply Project.

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**REIMBURSEMENT AGREEMENT
BETWEEN THE
MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT
AND THE CALIFORNIA-AMERICAN WATER COMPANY**

This Reimbursement Agreement (the “Agreement”) entered into this ____ day of _____, 2024, by and between the Monterey Regional Waste Management District (also known as ReGen Monterey), a California special district, hereinafter referred to as the “District” or as "ReGen," and the California-American Water Company, a California corporation, herein after referred to as "Cal-Am," hereinafter sometimes referred to collectively as the “Parties” and in the singular as a “Party,” and is made upon the following considerations.

**Article I.
Recitals**

1.01 The District owns certain real property in and around Charlie Benson Road in Monterey County, California (the “Property”). The District’s real property in its entirety consists of 470 acres, more or less, on which ReGen manages and operates a Class III sanitary landfill known as the Monterey Peninsula Landfill for the disposal of municipal solid waste and other acceptable waste streams.

1.02 Cal-Am desires that the District grant it one or more easements (each an “Easement”) on the Property in connection with Cal-Am’s Monterey Peninsula Water Supply Project (MPWSP).

1.03 Cal-Am recognizes and acknowledges that the District is by law entitled or required to exercise discretion in various ways concerning the use of its property including concerning the grant of an easement and the Parties recognize that the execution of this Agreement does not commit the District to grant any easement, nor shall the ReGen review team have any obligation to make a recommendation to the District Board with reference to an easement.

1.04 ReGen and Cal-Am staff have agreed to enter into discussions and information sharing about the MPWSP design details for use in negotiations (the “Negotiations”) concerning an Easement.

1.05 Cal-Am agrees to post a deposit to reimburse ReGen in full for ReGen’s reasonable time and expenses incurred by its staff to engage in the discussions, information sharing, and negotiations concerning an Easement including, but not necessarily limited to, ReGen’s management team, attorneys, engineers, appraisers, finance, and surveying/land use professionals and such other staff and any third party consultants as may be retained by ReGen (collectively the “ReGen Review Team”) in response to requests from Cal-Am .

1.06 This Agreement is exempt from the California Environmental Quality Act (CEQA) per 14 CCR (CEQA Guidelines) §§15061(b)(3), 15262, and 15306. This Agreement will not be construed to commit the District to a definite course of action and will not bind the District in any manner with respect to its obligations under CEQA.

**Article II.
Purpose**

2.01 The Parties wish to engage in discussions, information sharing, and negotiations related to establishing the terms and conditions of an Easement.

2.02 This Agreement specifies the terms and conditions upon which Cal-Am will post a deposit and reimburse ReGen for 100% of certain reasonable costs and expenses incurred by ReGen in connection with the discussions and information sharing for the CalAm MPWSP project and related Negotiations.

2.03 It is expressly understood and agreed by the Parties that this is an Agreement regarding the conduct of discussions, information sharing, and negotiations only and does not convey any interest in the Property whatsoever nor does it imply any obligation on the part of the District to grant an Easement. The essential terms of an Easement, if agreed to by the Parties, shall be set forth, if at all, in a written easement executed by authorized representatives of each Party if and when approved by the Parties. With respect to CEQA compliance, this Agreement will not be construed to commit the District to a definite course of action and will not bind the District in any manner with respect to its obligations under CEQA. Each Party assumes the risk that, notwithstanding this Agreement and good faith negotiations, the Parties may not enter into an Easement due to the Parties failure to agree upon essential terms.

Article III. Amount and Use of Funds

3.01. Cal-Am shall concurrently with the execution of this Agreement deposit the sum of \$25,000 (the "Reimbursement Deposit") with ReGen, as consideration for this Agreement, to reimburse ReGen for actual costs and all reasonable expenses incurred by or on behalf of the ReGen Review Team in connection with this Agreement and the Negotiations. The Reimbursement Deposit shall be held by ReGen in a standard impound account and may be supplemented from time to time as set forth in Section 4.02.

3.02 ReGen shall use the funds received pursuant to this Agreement exclusively as reimbursement for reasonable costs and expenses incurred in the discussion, information sharing, or Negotiations activities.

Article IV. Invoicing and Payment

4.01 On a monthly basis ReGen will submit invoices to Cal-Am, through Cal-Am's Taulia System in accordance with the instructions available at <http://supplierinfo.taulia.com/americanwater> identifying the costs incurred by ReGen. Invoices shall identify the members of the ReGen Review Team who incurred time that month, hours worked (to 0.25 of one hour), fully burdened hourly rates of each, and all other reasonable expenses incurred. Within 30 days of its receipt of the invoice Cal-Am will review and provide approval of the items or identify any item it contests. If Cal-Am does not review and provide approval within 30 days of its receipt of the invoice, ReGen may draw funds from the Reimbursement Deposit to reimburse itself for the costs identified in the invoice. If Cal-Am contests any of the items in the invoice then ReGen shall timely meet and confer with Cal-Am and, if appropriate to the contested issue, instruct any affected staff or consultants to stop all work temporarily until the issue is resolved.

4.02. If the balance of the Reimbursement Deposit is reduced to \$5,000 or less ReGen shall so notify Cal-Am and provide Cal-Am with a written estimate for Cal-Am's approval of the amount necessary to augment the Reimbursement Deposit which may be withheld by Cal-Am in its sole discretion. If the Parties do not agree on an augmented Reimbursement Deposit the Parties shall meet and confer in good faith to cooperate on an augmented deposit that is mutually agreeable to the Parties. If after such conference(s) the Parties have confirmed in writing that they cannot agree on an augmented deposit, ReGen shall have no obligation to continue to engage in the discussions, information sharing, or Negotiations and either Party may terminate this Agreement in accordance with Section 5.02. If Cal-Am approves the augmented Reimbursement Deposit, Cal-Am shall deposit with ReGen within 30 days the additional sum to increase the Reimbursement Deposit to cover ReGen's remaining costs and expenses.

Failure to deposit any such sum within the time provided or any extension of time agreed upon in writing by the Parties, or if the Reimbursement Deposit goes to zero at any time ReGen shall have the right to terminate this agreement, and ReGen shall be under no obligation to continue the discussions, information sharing, or Negotiations.

4.03 ReGen shall maintain an accurate accounting of all costs and expenses incurred and periodically, or when requested by Cal-Am, provide Cal-Am with a statement of accounting. Any unused portion of the Reimbursement Deposit shall be returned to Cal-Am upon termination of the discussions, information sharing, Negotiations or grant of an Easement by the District.

Article V. Negotiation Period

5.01 This Agreement shall begin upon execution of both parties and shall remain in full force and effect until such time as an Easement may be entered granted by the District or until the discussions, information sharing, or Negotiations are terminated as provided in Section 5.02 (the "Negotiation Period").

5.02 Either Party may terminate this Agreement at its convenience by providing the other Party with written notice in the manner specified in Section 6.01 at least seven (7) calendar days prior to the proposed termination date. Cal-Am's obligation to reimburse ReGen for the ReGen Review Team's costs and expenses incurred prior to the effective date of termination pursuant to Section 3.01 herein shall survive any such termination.

Article VI. General

6.01 Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent via certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

TO REGEN: Monterey Reginal Waste Management District
If by delivery: 14201 Del Monte Blvd. Salinas, CA 93908
If by USPS mail: P.O. Box 1670 Maria, CA 93933-1670
Attn: General Manager
Email: fmelchor@ReGenMonterey.org

TO CAL-AM: California-American Water Monterey
511 Forest Lodge Road, Suite 100
Pacific Grove, CA 93950
Attn: Engineering Manager – Project Delivery
Email: Tim.OHalloran@amwater.com

6.02 The Parties are and shall remain at all times as to each other wholly independent entities. No employee, agent, or officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee or officer of another Party. It is understood that this is an Agreement by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association.

6.03 This Agreement shall be construed in accordance with California law without reference to conflicts of laws principles. Venue shall lie exclusively in the Monterey County.

6.04 If, during the discussions, information sharing, or Negotiations, the need to amend this Agreement should arise, for whatever reason, whichever party first identifies such need to change shall notify the other party in writing. The authorized representatives of the parties shall meet to discuss the need for change so identified and to determine if this Agreement should be amended. Any changes agreed to shall be documented by duly approved and executed amendments to this Agreement.

6.05 This Agreement shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each Party; provided, however, no Party may assign its respective rights or obligations under this Agreement without prior written consent of the other Party.

6.06 All Parties have been represented by legal counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the Parties hereto, and shall not be construed or interpreted more favorably for one Party on the basis that the other Party prepared it. Any ambiguities shall be resolved in a collaborative manner by the Parties.

6.07 The provisions of this Agreement are severable, and the invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the Parties shall endeavor to modify that clause in a manner, which gives effect to the intent of the Parties in entering into this Agreement.

6.08 During the Negotiation Period the Parties will work cooperatively and in good faith to negotiate the terms and conditions of an Easement. However, neither Party to this Agreement shall have an express or implied good faith obligation to grant or to accept an Easement or other form of real property conveyance.

6.09 Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

6.10 This Agreement may be executed in counterparts, including counterparts transmitted by electronic mail in so-called pdf format and shall be legal and binding and have the same full force and effect as if paper originals with handwritten signatures had been exchanged. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original.

6.11 This Agreement sets forth the entire understanding of the Parties with respect to the subject matter herein. There are no other agreements expressed or implied oral or written, except as set forth herein.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement effective as of the day and year first written above.

Monterey Regional Waste Management District (ReGen)

By: _____
Title: _____
Date: _____

DRAFT

California-American Water Company

By: _____
Title: _____
Date: _____

DRAFT

MEMO



Discussion/Action Item #: 7.c.

Meeting Date: October 18, 2024

To: Board of Directors
From: David Ramirez, Director of Engineering and Compliance
Approved by: Felipe Melchor, General Manager

Subject: Authorize the General Manager to Execute a 15-Year Base Term Compost Operations and Lease Agreement with Keith Day Company, Inc. of Monterey County, CA Subject to Approval of Form by District Legal Counsel

RECOMMENDATION

Authorize the General Manager to Execute a 15-Year Base Term Compost Operations and Lease Agreement with Keith Day Company, Inc. of Monterey County, CA Subject to Approval of Form by District Legal Counsel.

BACKGROUND AND DISCUSSION

Windrow composting operations have been performed at ReGen's site for more than 36 years. The current operator/permit holder, the Keith Day Company, Inc. (KDCI), assumed operations of the Compost Facility in 2009 which was located on a leased 60-acre parcel since 1998. Since 2009 the size of the lease area 'in use' has decreased to approximately 30 acres due in part to the 2015-16 construction of the Franchise Truck Yard lease facility and the former 2013 Pilot Study Anaerobic Digester facility (closed August 2019). The current lease agreement (2021) for the Compost Facility has an initial 3-Year base term with a supplemental 1-Year extension term clause that can be used annually to extend the lease agreement one more year. For the ten years prior to 2021, ReGen and KDCI have agreed to extend the lease every year so that the processing of wood, yard, and food wastes can continue at the Composting Facilities operated by KDCI.

Since 2009, KDCI has been operating the composting facility at ReGen. They took over the operation when the Venture Capital group that had bought out the prior permit holder went bankrupt and abandoned the operations of the compost facility. Since that time ReGen and KDCI have periodically negotiated the processing rate charged to operate the compost facility due to inflationary costs and certain costs associated with agreed upon changes in the scope of the services. Over that time, KDCI has almost seamlessly expanded its services of yard waste, clean wood waste, and most recently, following the planned termination of the AD Pilot Project in 2019, food scraps upon the request of, and for the benefit of, ReGen and its member communities. KDCI has made strategic hires of both an operations manager and CFO. They have three (3) facilities in Monterey County including the ReGen site.

Over the past year, Board and staff have discussed abandoning the current limited term lease agreement for a long-term operations agreement. ReGen's interests are for long-term security of

Physical Address	Mailing Address	Phone / Fax	Web / Social
14201 Del Monte Blvd. Salinas, CA 93908	P.O. Box 1670 Marina, CA 93933	831-384-5313 PHONE 831-384-3567 FAX	ReGenMonterey.org @ReGenMonterey

Let's not waste this.

compost operations services and quality compost and landscape products that are necessary to process the yard debris and food scraps generated by the communities served by ReGen. KDCI's interests are for business stability and sustainability associated with the yard debris and food scraps generated by the communities served by ReGen. Both parties have interests in a long-term business circumstance as both have made, and will make, capital investments in land and equipment, respectively. The long-term agreement is common in waste industry practice as it secures the services for the long-term and provides revenue stability to both the Operator and ReGen. Notably, the long-term agreement was mutually considered by the parties as necessary for ReGen to be conveyed "Owner" designation on the facility permits. This is a significant benefit for the public's interests and their interests for long-term continuation of this organic materials recycling process. This is also of significance given ReGen's current and future grant funding interests for the compost facility.

The Finance Committee has discussed this draft agreement most recently at its September and October committee meetings and the Board at its September meeting. The minor comments received have been incorporated into the final draft of the agreement. The final draft agreement is attached for the Board's review and consideration of approval subject to approval of form by District Legal Counsel.

FISCAL IMPACT

There is no financial impact or material change anticipated with adopting the proposed Compost Operations and Lease Agreement and terminating the existing limited-term compost lease agreement. Lease and Processing Rates change over time and that change process is managed similarly in both agreements. In the absence of significant changes to the operations, these rates are primarily affected by inflation and capital investments in fixed or mobile assets. In the new long-term agreement, the lease rate paid to the District by KDCI and the processing rates charged by KDCI to the District remain the same for the current fiscal year (as the current rates are effective through June 30, 2025). The lease rate is proposed to continue to be adjusted annually on July 1st in accordance with a specified San Francisco Bay regional inflation index. Staff estimates that future processing rates would be the same, or very similar to, rates that might have developed over the same time thru the continuation of an annual extension process of the current limited-term lease agreement. The parties negotiate these rates in an 'open books' process and have had 15 years of experience as contracted parties. Staff anticipates that there is no significant change to the future financial conditions under the proposed draft operations agreement that would otherwise have occurred under the current lease agreement, all aspects being equal.

CONCLUSION

Staff requests that the Board review the final draft of the Compost Operations and Lease Agreement and consider authorizing the General Manager to execute the 15-year base term Compost Operations and Lease Agreement with Keith Day Company, Inc. of Monterey County, CA subject to approval of form by District Legal Counsel.

Attachments:

1. Final Draft Compost Operations Agreement

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Note: "Redline" comments indicate changes that were made since the last Board and Finance Committee reading.

OPERATIONS AND LEASE AGREEMENT FOR COMPOSTING FACILITIES

THIS OPERATIONS AND LEASE AGREEMENT (the "Agreement" or "Lease") is made and entered into on October ____, 2024, by and between the MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT, a public entity duly organized pursuant to the provisions of California Health and Safety Code §§4170 *et seq.*, (the "District" or the "Owner"), and KEITH DAY COMPANY, INC., a California corporation, doing business as Gabilan AG Services (the "Operator" or "Tenant"), as follows:

Recitals

This Agreement is entered into with reference to the following facts and circumstances, which are hereby found and determined by the parties:

- A. The District owns and operates, under a Use Permit from the County of Monterey and a Solid Waste Facility Permit (SWFP) and Waste Discharge Requirement (WDR) Permit from the State of California, a three hundred fifteen (315) acre Class III sanitary landfill for the disposal of municipal solid waste and other acceptable waste streams. A portion of the permitted landfill disposal area has been set aside for the subject composting facility for the duration of this Agreement.
- B. The Operator, since 2009 under a prior year-to-year lease and rental agreement, has designed and been operating the District's composting facility to process organic materials, including yard debris, clean wood and, most recently, food scraps upon the request of and for the benefit of the District and its member communities.
- C. A primary purpose and intent of the District and Operator to have entered into the preceding Lease was to facilitate their joint implementation of the General Order Waste Discharge Requirements for Composting Operation (Order WQ 2015-0121-DWQ) enacted in 2015 by the Regional Water Quality Control Board, for completion in 2021.
- D. The District authorized a capital expenditure of about \$2.5 million for improvements to the composting area site to accomplish the regulatory requirements of Order WQ 2015-0121-DWQ, and in recent years Operator has invested approximately \$3 million in capital equipment for its operations on the District's site.
- E. The primary purpose and intent of the District and Operator in entering into this new Agreement is to address their separate and mutual interests for the long-term, sustainable business operations of the Composting Facility on behalf of the District's Member Agencies and their communities, customers, and State policy goals and

regulations. This Agreement allows each party to make capital investments in the Compost Facility and have a 15 to 20 year capital recovery period relatively secured by this Agreement. The District has historically made capital investments in the land and Fixed Asset type elements of the Composting Facility. The Operator has historically made capital investments in equipment and Mobile Asset type elements. Note that processing or operations rates for the Compost Facility (those charged by the Operator to the District) are periodically negotiated by the two parties and include only the Operator's costs of operations (not the District's capital recovery costs for the District's capital investments or other costs).

- F. In recognition of, and initial compensation for, the establishment of this Agreement, which provides for a 15 year Base Term and a potential 25 year Total Term, the Operator agrees to the transfer of the Permit Ownership to the District and remain the Permit Operator on the permits. As such, following the permit transfer, the District will hold ownership of the Compost Permit as a public entity, owner of the public property, and in the public's interests. The Operator agrees to cooperate with and support the District's staff and consultants as they complete the administrative change in ownership process with CalRecycle and the Central Coast Water Quality Control Board.
- G. A secondary purpose and intent of the District and Operator to enter into this Agreement is to facilitate their joint implementation and completion of the CalRecycle Organic 6 (ORG 6) Grant and conversion of the Composting Facility from a Windrow Compost Method to a Covered Aerated Static Pile (CASP) Compost Method. This conversion of the operations method for the Composting Facility does not impact the Use Permit as there are no changes to the permit limitations or conditions except for reference to the type of composting method being used and updating the required operation plan documents accordingly for the CASP Method. At the District's regularly scheduled board meeting of July 19, 2024, the District's Board of Directors officially received the CEQA Categorical Exemption for the CASP Project from Denise Duffy & Associates, Inc..
- H. As a contract operations agreement or lease of an existing public facility (this Agreement) is categorically exempt from the California Environmental Quality Act ("CEQA") in accordance with CEQA Categorical Exemptions 15301.
- I. It is mutually agreed by the parties hereto that this Operations and Lease Agreement is based upon, and subject to, the following terms, covenants, conditions and provisions, and the Operator covenants, as a material part of the consideration of this Agreement, to keep, perform and comply with each and all of said terms, covenants, conditions and provisions to be kept, performed and complied with, and this Agreement is made and entered into upon the condition of such performance and compliance.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises hereinafter set forth, District and Operator agree to the following terms and conditions:

Terms and Conditions

ARTICLE I. PREMISES AND TERM

1.02 Leased Premises. District, for and in consideration of the lease payments, covenants and conditions herein contained to be kept, performed and observed by Operator, does hereby lease to Operator, and Operator does hereby lease and accept from Owner, a parcel of real property, hereinafter referred to as the "Premises," consisting of approximately 30 acres, more or less, of the District's permitted sanitary landfill area of the District's property located near the Salinas River in unincorporated Monterey County lands west of the City of Salinas and north of the City of Marina, California. The specific location of which Premises are designated and outlined on the map of the landfill site and the Premises is attached as Exhibit A hereto, which is incorporated herein and initialed by both parties hereto. The specific acreage of the leased Premises shall be determined by a survey of the property, along with a legal description which is required for Operator's operating permit with the California Department of Resources Recycling and Recovery (CalRecycle). Any redesignations or changes in the specific location of the Premises during the term of this Agreement, or any extensions hereof, or any revisions in the total number of acres leased to the Operator, shall occur only with the prior written approval of the District's General Manager and the District's Board of Directors.

1.03 Term. The initial base term of this Agreement shall be fifteen (15) years, commencing on the date first written above. This Agreement may be extended, at the District's option, by five (5) years at a time and for no more than twice (e.g., 2 times) consisting of a combined period of ten (10) years in total, at terms and provisions of this Agreement or as otherwise mutually agreed upon in writing by the parties. District shall provide Operator with notice of District's exercise of its option to extend the term not later than 180 days prior to the conclusion of the initial base term and any extended term.

ARTICLE 2. LEASE PAYMENTS/RENT

2.01 Rent. Effective upon signing this Agreement, Operator agrees to and shall pay to District, at the District's office at 14201 Del Monte Boulevard, Monterey County (Salinas), California, 93908, or at Post Office Box 1670, Marina, California, 93933-1670, as payments and rent ("rent") for the Premises, the sum of \$4,000.00 per month, payable in advance on the first day of each month.

2.02 Adjustment of Rent. The rent provided for in paragraph 2.01 shall be increased as of July 1 each year during the initial or an extended term of this Agreement, starting with July 1, 2025, by the ~~lesser of a)~~ the rate of increase in the Consumer Price Index, All Urban Consumers for the San Francisco-Oakland-San Jose Region, for the prior calendar year period except that the rate of increase shall be no less than 2% and no more than 4.5% in any given year, or b) eight per cent (8%).

2.03 Interest on Late Rent Payments. If Operator defaults or is late in the payment of any monthly installment of rent due hereunder, such installment shall bear interest at the rate of

ten per cent (10%) per annum from the day it is due until actually paid.

2.04 Holding Over. Any holding over by the Operator after the expiration of the initial term, or an extended term, of this Agreement with the consent of the District shall be construed to be a tenancy from month-to-month at a monthly rental equal to 125% of the of the monthly rental for the final month of the previous term. Operator's occupancy during any period of holding over shall otherwise be on the same terms and conditions herein specified so far as applicable.

ARTICLE 3. UTILITIES AND TAXES

3.01 Operator to Pay Utilities. Operator shall pay all charges for water, heat, gas, electricity, telephone service, internet service, rubbish removal, portable toilet service and any and all other 3rd party utility services of any kind and nature whatsoever, supplied to and used on the Premises, or any office trailer located off the Premises, throughout the initial or any extended term of this Agreement, including any connection fees. All utility lines shall be installed underground by Operator at Operator's expense, except where approved otherwise with the prior written permission of Owner. Any utility services provided by the District shall be provided at a mutually negotiated rate as agreed to by the Operator and District.

3.02 Operator to Pay Taxes. In addition to rent, Operator shall pay and discharge any and all taxes, general and special assessments and other charges of every description, including possessory interest taxes, which during the term of this Agreement may be levied upon or assessed against the Premises and all interests therein and all improvements and other property thereon. Provided, however, that Operator shall not be responsible or liable for any permanent improvement bonds or assessments which are not based upon or do not relate to the use made of the Premises by Operator. Operator is hereby specifically notified that although the District is a public entity not normally subject to property taxes upon its real property, the Premises leased hereby to Operator and Operator's possessory interest therein may well be subject to the payment of property taxes levied thereon by a governing agency, for which Operator shall be solely liable.

ARTICLE 4. USE AND OCCUPANCY

4.01 Use of Premises. Operator shall use the premises solely for the purpose of conducting and carrying on the business of composting organic materials, final product processing and packaging, the wholesale and retail sale of same, and for other uses normally incident thereto, such as landscape product sales and wallboard gypsum processing/recovery, and for no other purpose without first obtaining the prior written consent of the District. Operator agrees to utilize District's feedstock materials to the extent possible. Operator may also import feedstock materials consistent with the limitations contained in the facility permits. To the extent such imports may interfere with use of District's feedstock materials, District and Operator agree to discuss and resolve such issues. In no event may any imported feedstock materials that would otherwise be sent to the landfill be accepted by Operator for a tipping fee without the prior written consent of the District. The intent of these terms is that the Operator's activities do not compete with the District's market area activities and responsibilities.

4.02 Experimental Composting. As part of the consideration for the lease of the Premises to Operator, the Operator agrees that it will continue to make good faith efforts to experiment with the composting and possible reuse of natural wood and yard debris materials ~~materials~~, food scraps and other organic wastes as may be received by the District for possible diversion away from disposal at its landfill site.

4.03 Maintenance and Restoration. Operator shall, at its own cost and expense, keep and maintain the Premises, District owned equipment used by the Operator, and all improvements and facilities on the Premises in good order and repair and in as safe and clean a condition as they were when received from the District, reasonable wear and tear excepted, and upon termination of this Agreement or abandonment by Operator of the Premises, Operator shall restore the Premises to a reasonably similar condition as existed prior to Operator's entry thereon, and shall remove all improvements, personal property and stored composting materials therefrom except those improvement(s) that receive the District's written approval to remain. The District and Operator agree that the condition of the lease area shall be the condition that resulted from the 2021 site improvements that satisfied the requirements of the General Order WDR issued by the California Regional Water Quality Board and the Solid Waste Facility Permit issued by CalRecycle; or as may subsequently be established at the completion of the CASP implementation project.

4.04 Access to Premises. The District shall provide Operator with access to said Premises by means of an access road across District's property from Del Monte Boulevard (the old Highway 1), and such access road may be used by persons wishing to purchase from or conduct business with Operator during those hours that the District's disposal site is otherwise open to the public. Composting and any other business operations of Operator shall not be conducted in such a manner as to restrict the access to any of the District's remaining property. Operator shall provide the Owner with advance notice of Operator's, or Operator's subcontractor, use of the Premise outside of the District's public hours.

4.05 Operator Improvements. Operator acknowledges that the District is a public entity and that any improvements to District property represents a "public works" project for which all contractors/subcontractors must i) register as public works contractors, ii) have a contractor's license from the Contractors State License Board if their trade requires one, iii) carry workers' compensation coverage for all employees, iv) pay prevailing wages as published by the California Department of Industrial Relations, and v) have an active business license. When proposed by the Operator and subsequently assigned and authorized by the Owner, the Operator shall be responsible for constructing all Operator improvements, including, without limitation, an all-weather working surface, contact water drainage and storage facilities, and stormwater drainage facilities. Operator shall be permitted to place a temporary industrial-type building on the premises and to pave the outside equipment work areas adjacent thereto, but only after first submitting the plans and specifications therefor to the District and obtaining District's written approval of same, which approval shall not be unreasonably withheld, and upon receiving the approvals and a building permit from the County of Monterey.

4.06 Drainage. Drainage from any improvements to or alterations of the Premises shall be engineered by Operator to be i) consistent with the General Order for Compost Facilities, ii) consistent with the design and permits issued for the Composting Facility, iii) separately manages

and controls surface water that does not contact wastes (e.g., stormwater) from surface water that contacts waste materials (e.g., contact water), and iv) so that District's remaining lands are not adversely affected and so that surface flows over and above those generated by such land in its present unimproved state are retained in an engineered structure approved by the appropriate permitting jurisdiction(s). Operator shall be responsible for maintaining the working surface grade to avoid the accumulation of standing water caused by creation of low spots or damage to the barrier layer in those areas of the site where the barrier layer is required.

4.07 Public Health and Safety. Operator shall supply systems for the protection of public health and safety, including without limitation, a materials storage management plan, a fire control program, a dust minimization and abatement program, odor control program, and provisions for vector control including, but not limited to, bird abatement. Operator shall operate the composting facility so as to minimize potential health and safety problems for employees of both Operator and District, other Operators, tour visitors, regulatory representatives, and users of the District's landfill site and neighboring properties. Operator shall operate and maintain the composting facility in a neat and orderly manner and shall monitor the area as frequently as necessary to prevent litter and dust from blowing off the premises of the composting facility.

4.08 Odor Control. Operator shall conduct the composting operation in such a manner as to minimize odors, especially the migration of odors to adjacent properties on and off the District's property. The compost material shall be maintained in an aerobic condition to avoid odors produced by anaerobic conditions. Operator shall utilize operational management practices to minimize or mitigate the generation of foul odors such as outlined in **Exhibit D** or as have been established as a reliable industry practice. Operator shall have an odor monitoring protocol which describes the proximity of possible odor receptors and a method for assessing odor impacts at the locations of the possible receptors. Operator shall maintain a complaint response protocol and a recording log to document any odor complaints received and the Operator's response activities and findings. Operator shall have a description of design considerations and/or projected ranges of optimal operation to be employed in minimizing odor, including method and degree of aeration, moisture content range of materials, feedstock characteristics, airborne emission production, process water distribution, pad and drainage permeability, equipment reliability, personnel training, weather event impacts, utility service interruptions, and any site specific concerns. Operator shall have a description of operating procedure for minimizing odor, including aeration, moisture management, feedstock quality, drainage controls, pad maintenance wastewater pond controls, storage practices, contingency plans, biofiltration, and tarping. Operator shall not be considered in default provided the facility is operated according to the provisions of this Agreement and the requirements of all applicable permits and regulations for the composting facility. In the event that offensive odors are generated occasionally which result in complaints and Operator is operating the facility in accordance with this Agreement and applicable permits and regulations, Operator and District shall work together in resolving such complaints by addressing the root cause that is found to be present at the Operator's compost site or in the Operator's compost operating procedures.

4.09 Waste and Nuisance Prohibited. Operator shall not commit or permit the commission by others of any waste on the Premises, shall not maintain, commit or permit the maintenance or commission of any nuisance as defined in Section 3479 of the California Civil Code on the Premises, and shall not use or permit the use of the Premises for any unlawful purpose.

4.10 Dust Control. To minimize the generation of fugitive dust leaving the Premises, Operator shall apply water and/or environmentally acceptable suppression materials to the composting facility area, or undertake other dust mitigation measures including, but not limited to, synthetic covers as necessary to control dust, or as necessary to maintain compliance with any Air District permits issued for the composting operations or as a general applicable provision not requiring a permit.

4.11 Fire Control. Operator shall have the composting facility designed by a licensed fire or life safety specialist such that a fire control program can be implemented by the Operator immediately following its construction. The fire control program shall be implemented in accordance with requirements of the local fire department providing fire protection and suppression services to the District's landfill disposal site ("JA", jurisdiction of authority), insurance underwriters requirements, the permits for the composting facility, and all applicable local, state, and federal rules.

4.12 Materials Storage Requirements. Long-term storage of compost materials is only acceptable to the extent that i) it does not interfere with the District's or other's activities, and ii) that satisfactory odor, vector, dust, and fire control measures remain present at all times or such measures are employed to eliminate nuisance, health and safety problems. In the event Operator fails to store materials in an acceptable manner as set forth in this Agreement, Operator shall defend and indemnify the District from all liability and expense resulting from such failure, including, without limitation, nuisance claims by neighboring land users and owners.

4.13 Environmental Requirements. Operator shall ensure that the operations of the composting facility are in compliance with all permit conditions issued for the facility, including without limitation, permits issued by the California Integrated Waste Management Board, the California Regional Water Quality Control Board, the Monterey Bay Air Resources District (formerly the Monterey Bay Unified Air Pollution Control District), and the County of Monterey. The District holds the Land Use Permit from Monterey County.

4.14 Educational Opportunities. Upon notice to the District, and with supervision by the District and Operator, Operator will allow public education opportunities to be conducted at the site with the District's prior approval and, in mutually agreed occasions, with the District's participation. Such opportunities may be arranged by either the Operator or the District.

4.15 Compliance with Permits and Governmental Authorities. Operator shall comply with and shall observe in its use of the Premises all requirements of all permits, governmental authorities, local, state, and federal, in force now or in the future, affecting the Premises or the Owner's landfill operations. As permits are issued to allow certain operations to be completed, Owner and Operator acknowledge that the Operator shall be fully responsible for conducting, recording, documenting, monitoring, and reporting of all compliance required activities defined by prevailing law, regulations, and the facility permits independent of the parties named on the permits. Owner representatives may from time-to-time provide review or consultation services to the Operator regarding new or proposed compliance requirements.

Owner and Operator acknowledge that the parties have collaborated during the past ten (10) years to develop certain operational practices and expectations of each other's activities related to the Composting Facility. In this Agreement, both parties desire to continue their respective operational practices until such time that the parties agree to making changes to those practices. Recently, the parties have been collaborating on programs that the Member Agencies would use for their jurisdictional compliance with the SB1383 regulations. The Operator will continue to participate with the District and in the District's Member Agency requirement for their procurement of recovered organic waste products per the SB1383 regulations. Operator agrees to allow the District to purchase recovered organic waste products (compost or mulch) on behalf of the Member Agency jurisdictions utilizing a Direct Service Provider Agreement each calendar year.

SB1383 annual procurement targets for recovered organic waste products are set by CalRecycle for each Member Agency jurisdiction. The Operator will fulfill order(s) meeting the nine Member Agency jurisdictions' annual targets in-full, selling the compost to a customer(s) of the Operator's choice using a Direct Service Provider Agreement. The Operator can extend a discount to the customer in exchange for the customer's procurement of the compost on behalf of the Member Agencies. The District will in-turn purchase the compost on behalf of the Member Agencies at a \$5/ton rate (2024 basis) or as the mutually 'agreed to' rate approved in the future by the parties. A signed agreement and invoice recording the District's purchase will be provided monthly to the District from the Operator, and as an annual statement before the end of the calendar year.

4.16 Inspection by Owner. Operator, upon notice, shall permit the District or District's agents, representatives or employees to enter the Premises at all reasonable times for the purpose of inspecting the Premises to determine whether Operator is complying with the terms of this Agreement and for the purpose of doing other lawful acts that may be necessary to protect District's interest in the Premises under this Agreement.

4.17 Liens and Claims. Operator shall promptly pay when due all amounts payable for labor and materials furnished to Operator, so as to prevent any lien or other claim under any provision of law from arising against the District or the Premises and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

ARTICLE 5. INDEMNITY AND INSURANCE

5.01 a) No Liability of Owner for Operator's Acts. The District, its Board of Directors, officers, employees and agents shall not be liable at any time for any loss, damage, injury to the property or person or any person whomsoever, claims, lawsuits, costs, expenses, attorney's fees, court costs or any other cost at any time occasioned by or arising out of any act or omission of the Operator, or any employee or agent of Operator, or of anyone holding under Operator or from the occupancy or use of the Premises or any part thereof by or under the Operator, or directly or indirectly from any state or condition of the Premises or any part thereof during the term of this Agreement.

b) Indemnification of District. Notwithstanding anything to the contrary in this Agreement, to the full extent permitted by law, Operator shall defend, protect, indemnify, and hold the District, its Board of Directors, officers, employees and agents, and the Premises, free

and harmless from any and all damages, liabilities, claims, suits, actions, proceedings, costs and expenses of whatsoever nature, without limitation or restriction, arising under the terms of this Agreement or arising out of or in connection with the operation carried on by Operator on, or the use or occupancy of, the Premises.

5.02 Insurance Requirements. Without limiting the Operator's duty to indemnify, the Operator shall maintain in effect throughout the initial and any extended term of the Agreement the insurance coverage set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. Operator will have the District, its board, officers, employees and agents named as additional insureds or covered parties with respect to claims arising out of the performance of Operator's operations under this Agreement, including ongoing and completed operations, and shall further provide that its coverage is primary to any insurance or self-insurance maintained by the District, and that the insurance of an additional insured or covered party shall not be called upon to contribute to a loss covered by the Operator's primary coverage.

5.03 Certificate of Coverage. A certificate of coverage, certifying the Operator's coverage which shall meet all requirements of this Agreement, shall be provided to the District prior to the execution of this Agreement. Acceptance of the certificate of coverage shall in no way modify or change the indemnification provisions of this Agreement, which shall remain in full force and effect. District shall be provided with thirty (30) days' prior written notice of any reduction in coverage or limit, cancellation or intended cancellations.

5.04 Compliance with Insurance Policies. Operator shall comply with all of the terms and conditions of each insurance policy maintained pursuant to the terms of this Agreement to the extent necessary to avoid invalidating such insurance policy of impairing the coverage available thereunder.

5.05 Limits. The limits of insurance maintained by the Operator shall not be construed as limits on its indemnification obligations set forth in the Agreement.

ARTICLE 6. DEFAULT AND REMEDIES

6.01 Default. District may, at its option and without limiting District in the exercise of any other right or remedy it may have on account of a default or breach by Operator, exercise the rights and remedies specified in paragraph 6.02 if:

a) Rent Default. Operator defaults in the payment of any money agreed to be paid by Operator to District for rent or to be paid for utilities or for any other purpose under this Agreement, and if such default continues for ten days after written notice to Operator by Owner.

b) Other Default: Operator defaults in the performance of any other of its agreements, permits, conditions, or covenants under this Agreement and such default continues for ten days, plus such period of delay as Operator may encounter in the performance of its agreements by reason of matters beyond the control of Operator.

6.02 Remedies. On any breach or default district may exercise any of the following rights after the periods of time stated in paragraph 6.01:

a) Re-entry and Removal and Storage of Property and Repairs. Immediately re-enter and remove all persons and property from the Premises, storing the personal property in a public warehouse or elsewhere at the cost of, for the account of, and at the risk of Operator.

b) Collection of Rent Installments. To collect by suit or otherwise each installment of rent or other sum as it becomes due hereunder, or to enforce, by suit or otherwise, any other term or provision hereof on the part of Operator required to be kept or performed, it being specifically agreed that all unpaid installments of rent or other sums shall bear interest at the rate specified in paragraph 2.03 hereinabove.

c) Termination of Agreement and Damages. After ten years of this agreement has transpired, ~~Either~~ party may terminate this agreement without cause by providing a minimum three (3) year advance notice of termination in writing to the other party. Either party may terminate this agreement for cause by providing a minimum three (3) year advance notice of termination in writing to the other party that describes the cause for termination, identifies what the claiming party would anticipate necessary to resolve the claim, and provides a 12-month notice to cure to the other party. Should the other party redress the claim to terminate for cause before expiration of the 'cure' period, as mutually agreed by the two parties, the notice for termination shall end or expire at that point in time. At termination of this Agreement, Operator agrees to immediately surrender possession of the Premises and District owned equipment or materials, and to pay to District, in addition to any other remedy District may have, all damages District may incur by reason of Operator's defaults, including the cost of recovering the Premises and District's assets.

6.03 No Waiver of Default. District's failure to take advantage of any default or breach of covenant on the part of Operator shall not be, or be construed as, a waiver hereof, nor shall any custom or practice which may grow up between the parties in the course of administering this Agreement be construed to waive or to lessen the right of District to insist upon the performance by Operator of any term, covenant, or condition hereof, or to exercise any rights given it on account of any such default. A waiver of a particular breach, or default, shall not be deemed to be a waiver of the same or any other subsequent breach or default. The acceptance of rent hereunder shall not be, or be construed to be a waiver of any term, covenant, or condition of this Agreement.

6.04 Remedies Cumulative. The rights, powers, elections, and remedies of the District contained in this Agreement shall be construed as cumulative and no one of them is or shall be considered exclusive of the other or exclusive of any rights or remedies allowed by law, and the exercise of one or more rights, powers, elections, or remedies shall not impair District's right to exercise any other.

ARTICLE 7. GENERAL PROVISIONS

7.01 Dispute Resolution.

- a) Duty to Meet and Confer. If any dispute arises between the parties as to proper interpretation or application of this Agreement, the parties shall first meet and confer in a good faith attempt to resolve the matter between themselves. Representatives of each party will personally meet and attempt in good faith to resolve the dispute.
- b) Mediation. If their representatives are unable to resolve the dispute within 15 days thereafter, the parties agree to first endeavor to settle the dispute in an amicable manner, using mandatory non-binding mediation under the rules of the Judicial Arbitration and Mediation Service ("JAMS"). The expenses of witnesses for either side shall be paid for the party producing such witnesses. All other expenses of the mediation shall be borne equally by the parties, unless they agree otherwise. Any resultant agreements from mediation shall be documented in writing. All mediation proceedings, results, and documentation shall be inadmissible for any purpose in any legal proceeding (pursuant to California Evidence Codes sections 1115 through 1128), unless otherwise agreed upon in writing by both parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery. Mediation shall be completed within 30 days after request for the mediation by either party or such additional time as may be mutually agreed upon in writing by both parties.
- c) Arbitration. If the dispute is not or cannot be resolved by mediation, the parties may mutually agree (but only as to those issues of the matter not resolved by mediation) to submit their dispute to arbitration. Before commencement of the arbitration, the parties may elect to have the arbitration proceed on an informal basis; however, if the parties are unable so to agree, then the arbitration shall be conducted under the rules of JAMS. The decision of the arbitrator shall be binding, unless within 30 days after issuance of the arbitrator's written decision a party files an action in a court of law. Venue and jurisdiction for any legal proceeding between the parties shall lie in the Superior Court for the County of Monterey.

7.02 Conditions and Covenants. All of the provisions of this Agreement shall be deemed as running with the land, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

7.03 No Waiver of Breach. No failure by either District or Operator to insist upon the strict performance by the other of any covenant, agreement, term, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement, and term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach.

7.04 Time of Essence. Time is of the essence of this Agreement, and of each provision hereof.

7.05 Subleasing and Assigning. Operator shall not encumber, assign or otherwise

transfer this Agreement or any right or interest in this Agreement, or any right or interest in the Premises, without the express written consent of the District. Neither shall Operator sublet the Premises or any part thereof or allow any other persons, other than Operator's agents, employees and customers to occupy or use the premises or any part thereof without the prior written consent of District. A consent by District to one assignment, subletting, occupation or use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Any encumbrance, assignment, transfer or subletting without the prior written consent of the District, whether it be voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of District, initiate the 3-year notice to terminate this Agreement.

7.06 Insolvency of Operator. The insolvency of Operator as evidenced by a receiver being appointed to take possession of all or substantially all of the property of Operator, the making of a general assignment for the benefit of creditors by Operator, or the adjudication of Operator as a bankrupt under the Federal Bankruptcy Act, shall terminate this Agreement and entitle District to re-enter and regain possession of the Premises.

7.07 Binding on Heirs and Successors. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto, but nothing in this paragraph contained shall be construed as a consent by District to any assignment of this Agreement or any interest therein by Operator except as provided in paragraph 7.05 of this Agreement.

7.08 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters covered by this Agreement, and no other agreement, statement or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.

7.09 Partial Invalidity. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

7.10 Attorney's Fees. Should either party commence any legal action or proceeding against the other based on this Agreement, the prevailing party shall be entitled to an award of attorney's fees.

7.11 Modification. This Agreement is not subject to modification except in writing and as approved by both parties.

7.12 a) Delivery of Notices-Method and Time. All notices, demands, or requests from one party to another may be personally delivered or sent by mail, certified or registered, postage prepaid, to the addresses stated in this section, and shall be deemed to have been given at the time of personal delivery or at the end of the second full day following the date of mailing.

b) Notices to District. All notices, demands, or requests from Operator to

District shall be given to District by delivery at the District's offices at 14201 Del Monte Boulevard, Monterey County (Salinas), California, 93908, or at Post Office Box 1670, Marina, California, 93933-1670.

c) Notices to Operator. All notices, demands, or requests from District to Operator shall be given to Operator at Keith Day Company, Inc. at 1091 Madison Lane, Salinas, California 93907.

d) Change of Address. Each party shall have the right, from time-to-time, to designate a different address by notice given in conformity with this section.

7.13 Counterparts. This Agreement, consisting of thirteen (13) pages, plus Exhibits A, B, C and D, has been executed by the parties hereto in two counterparts, each of which shall be deemed to be an original copy.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement in duplicate on the date first hereinabove stated at Monterey County, California.

OWNER:

MONTEREY REGIONAL WASTE
MANAGEMENT DISTRICT

By _____
Board Chairperson

And by _____
Felipe Melchor, General Manager

OPERATOR:

KEITH DAY COMPANY, INC.

By _____
Keith Day, President

EXHIBIT A - Map showing location of premises [to be initialed by the parties and attached.]

EXHIBIT B - Insurance Requirements

EXHIBIT C – Processing Services Agreement

EXHIBIT D - Odor Management and Mitigation Strategy Options

EXHIBIT A - COMPOST FACILITY AREA MAP



Compost Facility Area – Approximate Limits

EXHIBIT B

INSURANCE REQUIREMENTS

Without limiting Tenant's indemnification obligations to District under this Lease, Tenant shall provide and maintain for the duration of this Lease insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Tenant's operation and use of the leased premises. The cost of such insurance shall be borne by the Tenant.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

A. Commercial General Liability, Occurrence form, Insurance Services Office Form CG0001.

B. Automobile Liability covering all owned, non-owned and hired auto, Insurance Services Office Form CA0001.

C. Workers Compensation, as required by State of California and Employer's Liability Insurance.

D. Property Insurance against all risk or special form perils, including Replacement Cost and debris removal coverage for any Improvements, without deduction for depreciation, constructed or erected by Tenant, and the personal property of Lessee, its agents and employees.

E. Pollution Legal Liability and Remediation and/or Errors & Omissions applicable to underground or above ground fuel storage tanks, fueling or refueling operations with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year. This policy shall be endorsed to cover materials to be transported by the Tenant.

2. Minimum Limits of Insurance

Tenant shall maintain limits no less than:

A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability and Independent Contractors: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000 and shall be a Per Location Aggregate. Fire Damage Limit (Any One Fire) \$300,000 and Medical Expense Limit (Any One Person) \$5,000.

B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage. Coverage will include contractual liability.

C. Employers Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include a waiver of subrogation endorsement in favor of the District.

D. Property: Full replacement cost with no coinsurance penalty provision.

3. Deductibles and Self-Insured Retentions

Any liability deductible or self-insured retention must be declared to and approved by the

District's General Manager or his or her designee. The property insurance deductible shall not exceed \$5,000 per occurrence and shall be borne by the Tenant.

4. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

A. Additional Insured Endorsement: Any general liability policy provided by Tenant shall contain an additional insured endorsement applying coverage to the District, the members of the District Board of Directors and the officers, agents and employees of the District, individually and collectively.

B. Primary Insurance Endorsement: For any claims related to this Lease, the Tenant's insurance coverage shall be primary insurance as respects the District, the members of the Board of Directors of the District and the officers, agents and employees of the District, individually and collectively. Any insurance or self-insurance maintained by the District, the members of the Board of Directors, the District's officers, officials or employees shall be excess of the Tenant's insurance and shall not contribute with it.

C. Notice of Cancellation: Each required insurance policy shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District at the address shown in section of the Lease entitled "Notices".

General Provisions

5. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by District's Risk Manager.

6. Evidence of Insurance

Prior to commencement of this Lease Tenant shall furnish the District with certificates of insurance and amendatory endorsements effecting coverage required by this clause. Tenant shall furnish certified copies of the actual insurance policies specified herein, within thirty days after commencement of Lease. Thereafter, copies of renewal certificates and amendatory endorsements shall be furnished to District within thirty days of the expiration of the term of any required policy. Tenant shall permit District at all reasonable times to inspect any policies of insurance of Tenant which Tenant has not delivered to the District. Policies, renewal certificates and amendatory endorsements shall be delivered to the District at the address shown in the section of the Lease entitled "Notices."

7. Failure to Obtain or Maintain Insurance;

District's Remedies. Tenant's failure to provide insurance specified or failure to furnish certificates of insurance, amendatory endorsements and certified copies of policies, or failure to

make premium payments required by such insurance, shall constitute a material breach of the Lease, and District may, at its option, terminate the Lease for any such default by Tenant.

8. No Limitations of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Tenant, and any approval of said insurance by the District are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Tenant pursuant to the Lease, including, but not limited to, the provisions concerning indemnification.

9. Review of Coverage

District retains the right at any time to review the coverage, form and amount of insurance required herein and may require Tenant to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

10. Sub-tenants' Insurance

Tenant shall require any District-approved sub-tenant, of all or any portion of the Premises, to provide the insurance coverage described herein prior to its occupancy of the Premises.

EXHIBIT C PROCESSING SERVICES AGREEMENT

Without limiting Operator's obligations to District under this Lease, Operator shall provide processing services to the District in accordance with this Lease, permit conditions, and applicable statutes and laws. The Operator, since 2009 under a year-to-year rental agreement, has designed and operated the composting facility on District property to process organic materials, including yard waste, clean wood waste and, most recently, food waste upon the request of and for the benefit of the District and its member communities. It is mutually agreed by the parties hereto that the processing services are subject to the following terms, covenants, conditions and provisions, and the Operator covenants, as a material part of the consideration of the processing services, to keep, perform and comply with each and all of said terms, covenants, conditions and provisions to be kept, performed and complied with, and entered into upon the condition of such performance and compliance.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises hereinafter set forth, District and Operator agree to the following terms and conditions for processing services of green wastes, yard wastes, wood wastes, and food wastes:

Terms and Conditions

ARTICLE I. PROCESSING SERVICES

1.01 Location. Operator shall receive and process materials on the District property that is defined in this Lease except where otherwise agreed to in writing by the District.

1.02 Term. The term of processing services shall be the term of the Agreement.

1.03 Operator Receipt of Materials. The Operator and District mutually agree to meet from time-to-time to review the 'accepted materials list' and/or the 'prohibited materials list', or similar, to confer and discuss said materials relative to public policy goals, District programs, and/or Operator's products quality characteristics for the purpose of maintaining best practices for high quality products and the prevention of receiving unacceptable or inappropriate materials at the Lease Facility. This may include, but is not limited to, consideration of preventing the receipt and use of "invasive plant species" in processing of materials by the Operator.

The commercial route trucks that deliver green waste, yard waste, food waste, and/or other organic~~food~~ waste materials mutually determined to be appropriate for processing and high quality compost product development to the District will be directed to the Lease facility and received by the Operator, at which point all such material shall be owned by and the responsibility of the Operator. At no cost to the Operator, the District shall supply to the Operator an empty roll-off or similar container for the Operator's use to deposit trash and non-organic debris removed from the green/yard/food waste materials delivered to the Operator. The District shall periodically remove and dispose of the trash and return empty containers to the

Operator at no cost to the Operator. The Operator shall immediately notify the District, upon receipt of the load, of any loads that contain excessive amounts of trash. The parties acknowledge that both the Operator and the District may have additional costs to which additional fees are charged to the customer involved. The District will accept the “overs” remaining after processing all material at no charge to the Operator. All such “overs” shall be hauled by the District from the Lease Facility to a location at the landfill at no cost to the Operator. The District will also provide a trommel screen and certain Grant purchased equipment to be used, operated and maintained by the Operator in accordance with Manufacturer’s specifications and best practices of the equipment maintenance industry. The District shall assist the Operator, if necessary, to receive electrical power utility service. The Operator shall perform normal routine maintenance on the District’s ~~trommel~~ equipment, such as cleaning and lubricating to ensure proper operation. The District shall be responsible for repair and replacement of major components of the District’s ~~trommel~~ equipment except that caused by the Operator’s improper or negligent use and/or improper maintenance of the equipment. Should the District request that the Operator perform any such major repairs on the District’s ~~trommel~~ equipment, a quote will be provided to the District by the Operator before any work is undertaken and prior to District’s approval of said work. The District and the Operator acknowledge that the quantity of food waste material is likely to increase in the future and that the Operator’s operations of the Lease Facility may need to be modified with both new personnel and equipment. The District and the Operator agree that should the annual food waste volume exceed 10,000 tons per year, the processing rate paid to the Operator by the District may need to be renegotiated to accommodate the additional labor and equipment costs needed to process the food waste material.

The delivery of clean green/yard/wood waste materials that are received by the District at its Material Recovery Facility (MRF) will be sorted and cleaned by the District. Once the material from the public has been processed by the District, the clean green/yard waste will be segregated from the clean wood waste and piled neatly for routine pick up by the Operator at no cost to the District. Upon pick up by the Operator, the materials shall be owned by and the responsibility of the Operator. The District will reduce the size of the wood waste so as not to damage the Operator’s trailers when loading and unloading the trailers, which will be performed by the Operator at no cost to District on the northeast side of the District’s MRF or at a mutually agreed to alternative location. Alternatively, the Operator may choose to use Operator’s grinding equipment to grind the wood waste in-place on the northeast side of the District’s MRF, or at a mutually agreed to alternative location, and transfer the wood grindings to the Lease facility at no cost to the District.

The Operator shall assure the District that all organic waste received and processed by the Operator from the District for processing on the Lease Facility shall be diverted from landfill disposal to the greatest extent possible so that such materials shall receive Diversion Credit in accordance with any and all waste diversion requirements under Applicable Law, except regarding non-organic material that is removed during the processing of waste at the Lease Facility.

ARTICLE 2. PROCESSING SERVICES PAYMENTS

2.01 Payments. Effective upon signing this Lease, District agrees to and shall pay to Operator, a processing service payment as determined by the current Fiscal Year 2024-25-a processing rates presented in the table below and the tonnage of each of the materials processed of \$ _____ per ton until June 30, 2025. The parties acknowledge that the processing rate is are inclusive of minimal to zero amounts of oversized logs and tree trunks. In the event that significant quantities of oversized logs and tree trunks are present, separate compensation to reimburse the Operator for additional services that are necessary to reduce the size of the materials to permit the processing services to be employed shall be mutually agreed to by the parties and recorded in the form of an addendum to this Exhibit.

<u>Current Processing Rates approved for Fiscal Year 2024/25 from prior agreement</u>	
<u>MATERIAL DESCRIPTION</u>	<u>PROCESSING RATE – FY2024/25</u>
<u>Self-Haul Clean Green/Wood</u>	<u>\$29.81 per ton</u>
<u>Commingled Green/Food Waste - (RES)</u>	<u>\$38.81 per ton</u>
<u>Food Waste – (COM)</u>	<u>\$38.81 per ton</u>
<u>Oversize Stumps/Logs</u>	<u>\$112.00 per ton</u>
<u>Gypsum Wallboard</u>	<u>\$ 0.00 per ton</u>

Operator shall invoice the District on a bi-weekly basis and District shall pay the Operator with a payment term of “Net 15 calendar days” from date of receipt of the invoice. The District shall electronically submit scale tickets to the Operator within seven (7) business days of the scale ticket transaction date. After June 30, 2025, the processing rates shall be determined by either i) the rate of increase in the Consumer Price Index, All Urban Consumers for the San Francisco-Oakland-San Jose Region, for the prior calendar year period except that that rate of increase shall be no less than 2% per annum and no more than 4.5% per annum in any given year where there are no significant changes in the scope of processing methods or material types received for processing or ii) when there is significant changes in the scope of processing materials or material types received for processing, then an ‘open book’ financial modeling of both the then current costs of processing and the projected new costs of processing shall be used for both parties to negotiate new processing rates. The Operator shall notify the District on or before January 30th of the Operator’s intent to seek changes in any processing rate(s) for the prospective fiscal year beginning July 1st and shall describe in detail the factors that are causing the change in processing costs. The Operator shall submit to the District the ‘open book’ financial models of both the then current costs of processing and the projected new costs of processing on or Before March 1st. The parties shall meet and confer about the proposed changes in processing rates on one or more occasions such that an agreement to any changes is completed on or before April 10th. The intent for this schedule is for the purpose to include the proposed new rates in the District’s Preliminary Budget proposal for the April Board of Directors Meeting. Section 7.01 “Dispute Resolution” of the Agreement shall be used in the event that the parties are unable to agree to new rates. as defined in the following table {table not presented—to be defined}-. District and Operator acknowledge that annual inflation rates are included in the processing rates presented in the table below.

2.02 Interest on Late Payments. If District is late in the payment of any invoices for processing services by the Operator, such payments shall bear interest at the rate of ten per cent (10%) per annum from the day it is due until actually paid.

2.03 Adjustment of Processing Rate for Changes in Scope of Services. Any changes to the scope of services, either increases or decreases in the processing services performed by the Operator, represent a basis for the District and/or the Operator to request a change in the processing rate. The parties agree to provide a basis for the magnitude of the rate change and to negotiate the rate change in good faith. Mutually agreed changes in the processing rate shall be recorded in an addendum to this Exhibit, In the event that the parties cannot reach an agreement of the rate change, the dispute resolution terms of this Lease shall be used to achieve an agreement.

2.04 Diesel Fuel Surcharge. A surcharge will be applied for any increase above \$3.00 per gallon based on the average California diesel fuel price per gallon as published each Monday by the Energy Information Administration of the US Department of Energy. The base fuel rate of \$3.00 per gallon is included in the above processing rates. Should the cost of diesel fuel exceed this base fuel rate, or fall below the base fuel rate, the calculated fuel surcharge shall be used to determine the extra costs to the Operator for an increase above the base rate or a credit to the District for a cost below the base rate. Operator shall report to the District on a weekly basis the amount of fuel used in the prior week and the Operator's cost of fuel purchase for every purchase of fuel by the Operator. The fuel surcharge will be calculated by the Operator every week and the credits to the Operator and District determined accordingly and presented in the Operator's invoice to the District.

EXHIBIT D

ODOR MANAGEMENT AND MITIGATION STRATEGY OPTIONS

The Tenant shall provide processing services to the District in accordance with this Lease, permit conditions, and applicable statutes and laws that result in products of market value quality and operations that do not cause a nuisance to the District or neighboring properties. The Tenant, since 2009 under a year-to-year rental agreement, has designed and operated the composting facility on District property to process organic materials, including yard waste, clean wood waste and, most recently, food waste upon the request of and for the benefit of the District and its member communities. It is mutually agreed by the parties hereto that the services include processing of materials with various odor characteristics and that the Tenant shall use Best Management Practices (NMPs) for their composting operations to manage odors on site in accordance with this Lease, permit conditions, and applicable statutes and laws to avoid causing a nuisance to the District and neighboring properties. The parties mutually agree that they individually and collectively shall review odor complaints made to the composting operations; and address those that are determined to be from the composting operations. The Tenant's Odor Impact Minimization Plan (OIMP), as required by permit, shall be reviewed and modified from time-to-time to maintain the use of BMPs in the composting operations at the site. The OIMP shall guide the Tenant's activities at the compost site and the Tenant's management of odor in the composting operations. In addition to the OIMP, the Tenant shall consider using one or more of the following strategy options, where appropriate, to address a foul odor condition that is determined to be from the compost operations.

Odors During Receiving:

- Mix or aerate materials (increase material porosity).
- Consider covering odiferous materials with a 6" – 12" layer of bulking agent, high carbon amendments, or finished compost. Moisture condition to reduce odor releases.
- Reject odorous loads if possible (or add odor absorbing material at the originating location, such as sawdust to a load of manure).
- Incorporate wet or odorous loads directly into actively composting windrows; or manage those loads separately and blend with other materials to lessen their concentration.
- Expedite material processing following receipt of material.
- Consider blanketing odiferous materials with a 6" – 12" layer of bulking agent, high carbon amendments, finished compost (water lightly to reduce odor releases), or similar.

Odors During Grinding: (when the odor is a terpene):

- Add light misting of water and/or odor neutralizer to grinder at discharge points
- Consider grinding green materials with woodier materials.

Odors During Mixing:

- Uniformly blend materials in windrows/piles.
- Combine materials to achieve a high C:N ratio (typically > 30 to 1).
- Mist water and/or odor neutralizer at dust generation points.
- Create piles and windrows with good porosity characteristics.

Odors During Composting:

- Modify the “Turn” frequency to re-invigorate the composting process.
- Maintain sufficient windrow moisture content. Avoid over-watering windrows.
- Manage the size of windrows to increase passive aeration.
- Consider blanketing odiferous materials with a 6” – 12” layer of bulking agent, high carbon amendments, finished compost. (water lightly to reduce odor releases), or similar.
- For mercaptans and sulfur, adopt forced aeration.

Odors During Curing:

- Decrease curing pile size (height).
- Increase processing time prior to moving to curing.
- Review moisture content of in-process compost.
- Screen after curing to maintain porosity.
- Alter frequency of aerating curing piles.

Odors at the Site:

- Clean aisles of spilled material prior to the end of day.
- Keep paved areas clean by mechanically sweeping or suitable means.
- Apply water and/or neutralizer to reduce dust during dry conditions.

Odors in Runoff Water:

- Minimize storm water contact with organic materials.
- Remove particles from runoff water prior to the retention basin.
- Filter runoff water through a filter, filter berm, rock sock, or similar.

MEMO



Staff Reports Item #: 8.a

Meeting Date: October 18, 2024

To: Board of Directors
From: Director of Communications, Zoë Shoats
Approved by: General Manager, Felipe Melchor

Subject: Report on Technical Advisory Committee (TAC) September 11, 2024, Meeting

Recommendation Information only.

Background

The Technical Advisory Committee (TAC) is a staff working group comprised of at least one representative from each member jurisdiction ReGen Monterey serves; the three franchise haulers who serve them; and ReGen Monterey staff. The TAC was initially formed to better coordinate ReGen Monterey member jurisdictions in choosing a common franchise hauler to provide curbside collection service for the benefit of the community. Since then, the group meets at a frequency set by demand to share resources and work collaboratively towards common goals and meet regulations. The Committee does not make decisions, rather, staff members recommend actions for the ReGen Monterey Board and/or their elected bodies to take action.

Discussion

The TAC met virtually via Zoom on Wednesday, September 11, 2024. Items discussed include:

1. **Presentation on School Outreach and SB 1383 Compliance in 2023-2024 School Year** – ReGen Monterey's Communications Specialist, Fransisco Guzman, gave an update on school outreach for the 2023-2024 school year. ReGen Monterey and their hauler, WM, work together to assist local education agencies in pursuit of waste reduction and compliance with state mandates for recycling and food scrap diversion. The 2023-2024 school year focused on informing local education agencies of their obligation to divert food scraps from the waste stream and recover edible food. ReGen's approach has been to notify all schools of their requirement to comply with SB 1383, and to provide technical support to those who request it.

In total, 17 schools in Monterey Unified, Pacific Grove Unified, and Carmel Unified school districts received support in the form of in-person presentations, lunchtime sorting, and/or school assemblies. More outreach is needed in North Monterey County

Physical Address	Mailing Address	Phone / Fax	Web / Social
14201 Del Monte Blvd. Salinas, CA 93908	P.O. Box 1670 Marina, CA 93933	831-384-5313 PHONE 831-384-3567 FAX	ReGenMonterey.org @ReGenMonterey

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and Washington Unified school districts which have overlapping jurisdiction with Salinas Valley Recycles.

2. **Presentation on SB 1383 Enforcement Toolkit by Blue Strike Environmental**
– CalRecycle requires SB 1383 enforcement to be conducted by the local jurisdiction. To assist with that process and as a part of CalRecycle’s SB 1383 Local Assistance Grant Program, cycle four, ReGen Monterey contracted with Blue Strike Environmental to create a SB 1383 Enforcement Toolkit for jurisdiction staff. The digital toolkit aids jurisdiction staff in the form of best practices, CalRecycle resources, enforcement requirements, and it showcases example materials. The toolkit was presented to TAC members for feedback and its use at the TAC meeting.
3. **California Resource Recovery Association (CRRRA) Annual Conference** – ReGen Monterey Communications staff virtually attended CRRRA’s 48th Annual Conference. Staff shared some highlights and high-level overview with TAC members. Of specific note were sessions on [SB 54, California’s Plastic Pollution Prevention and Packaging Producer Responsibility Act](#) which is currently in the rulemaking process.

ReGen staff also informed TAC members that CRRRA’s Annual conference for 2025 will be held in Monterey, providing a great opportunity to attend.

Fiscal Impact

None

Conclusion

The TAC will continue to meet monthly and staff members will make recommendations to the boards they serve for action as needed.

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MEMO



Staff Reports Item #:8.b

Meeting Date: October 18, 2024

To: Board of Directors
From: Garth Gregson
Approved by: Felipe Melchor

Subject: Review September Finance, Operating and Recycling Reports

Information only

Financial & Operations Review September 2024

	September	Month Budget	B/(W) Month Bud	Year to Date	YTD Budget	B/(W) YTD Budget
Tipping Fees Revenue	3,216,135.85	3,554,794.52	(338,658.67)	10,009,942.71	10,901,369.86	(891,427.15)
Other Operating Revenue	1,085,863.28	1,115,753.44	(29,890.16)	3,518,980.33	3,421,643.86	97,336.47
* Total Operating Revenues *	4,301,999.13	4,670,547.96	(368,548.83)	13,528,923.04	14,323,013.72	(794,090.68)
* Operating Expenses *						
Employment Expenses	1,587,020.83	1,693,007.73	(105,986.90)	4,997,272.14	5,191,890.31	(194,618.17)
Non-Employment Expenses:	2,178,772.22	2,338,944.87	(160,172.65)	6,650,599.91	7,017,218.19	(366,618.28)
* Total Operating Expenses *	3,765,793.05	4,031,952.60	(266,159.55)	11,647,872.05	12,209,108.50	(561,236.45)
** Operating Income **	536,206.08	638,595.36	(102,389.28)	1,881,050.99	2,113,905.22	(232,854.23)
Non-operating Revenues (Expenses)	59,515.18	(10,150.28)	69,665.46	249,398.66	(23,985.08)	273,383.74
*** Net income ***	595,721.26	628,445.08	(32,723.82)	2,130,449.65	2,089,920.14	40,529.51

Month

- Total revenue is \$4.30 million and is \$369K under budget. The shortfall is all in tip fee revenue which is \$339K below budget.
- Tonnage received in September is 72.6K tons which is 2K tons lower than the prior month.
- Cost of employment is \$1.59 million and is \$106K below the month budget.
- Non-employment operating expenses are \$2.78 million and \$160K below the month budget.
- Net income for the month is \$596K compared to budgeted net income of \$628K.

Year to Date

- Tip fee revenue for the year to date is \$10.0 million and is \$891K or 8.2% below budget and \$184K higher than last year.

Physical Address

14201 Del Monte Blvd.
Salinas, CA 93908

Mailing Address

P.O. Box 1670
Marina, CA 93933

Phone / Fax

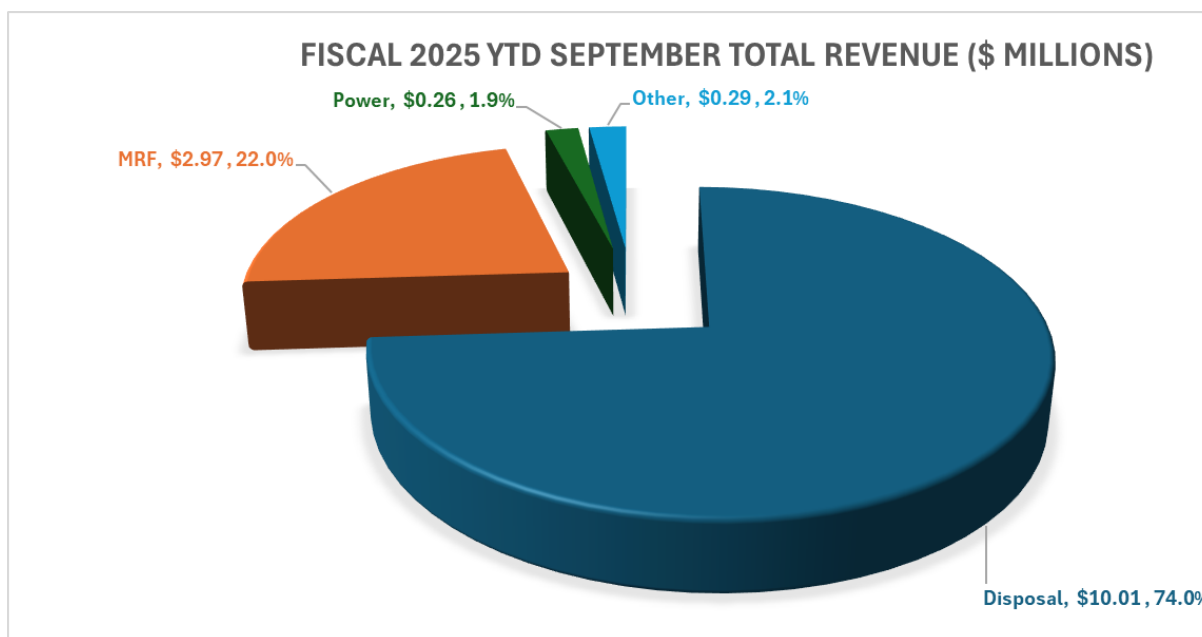
831-384-5313 PHONE
831-384-3567 FAX

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- Tonnage received year to date 222.8K tons and compared to 259.7K tons received in Fiscal 2024. The largest difference is a lower amount of ADC received this year compared to last year.
- The rolling 12 month diversion rate for the MRF is 63.2% which is 0.9% higher than the 12 month rate from prior month.
- Total other operating revenue year to date is \$3.52 million and is \$97K over budget and \$182K higher than last year.
- MRF YTD is \$2.97 million and \$278K over budget. MRF direct expenses are \$2.37 million and are \$228K below budget.
- Power revenue is \$256K compared to budget of \$454K. The power revenue shortfall is due to one engine being out of service due to major repair costs being incurred.
- Cost of employment is \$5.00 million compared to budget of \$5.19 million.
- Environmental services are \$369K and are \$126K under budget partially due to lower LFG system maintenance costs.
- Operating supplies are \$533K and are \$282K over budget partially due to road maintenance costs.
- Professional services \$122K and are \$225K under budget.
- Recycling services are \$941K and are \$97K under budget.
- Total non-employment expenses are \$6.65 million and are \$367K under budget and \$319K higher than last year.
- Net income for the year to date is \$2.13 million compared to budget of \$2.09 million.



Operating Expense by Department YTD September 2024

Department	Year to Date	YTD Budget	B/(W) Budget YTD	Annual Budget
Administration	\$ 2,620,699	\$ 2,543,363	\$ (77,336)	\$ 10,165,278
Human Resources	174,344	239,473	65,129	953,268
Accounting	252,098	269,794	17,696	1,071,750
Engineering	403,642	497,648	94,005	1,979,589
Safety & Risk Management	79,001	122,413	43,412	486,973
Communications	221,802	336,722	114,920	1,340,929
Household Hazardous Waste	347,558	272,265	(75,294)	1,083,019
Last Chance Mercantile	-	16,000	16,000	64,000
Landfill Gas	1,022,007	1,200,283	178,275	4,781,312
Organics	812,771	875,000	62,229	3,500,000
Maintenance Shop	773,564	845,565	72,000	3,364,952
MRF Operations	1,951,531	2,160,735	209,204	8,590,513
MRF Maintenance	420,223	438,726	18,503	1,744,823
Scales	312,878	300,858	(12,020)	1,195,758
Site & Facilities	2,255,754	2,090,265	(165,488)	8,332,394
Total	\$ 11,647,872	\$ 12,209,109	\$ 561,236	\$ 48,654,558

Fiscal 2025 Capital Spending Through September 2024

	Actual YTD	F25 Budget
Capital improvements	\$ 2,929,307	18,940,000
Equipment	451,522	3,197,000
	<u>\$ 3,380,829</u>	<u>\$ 22,137,000</u>

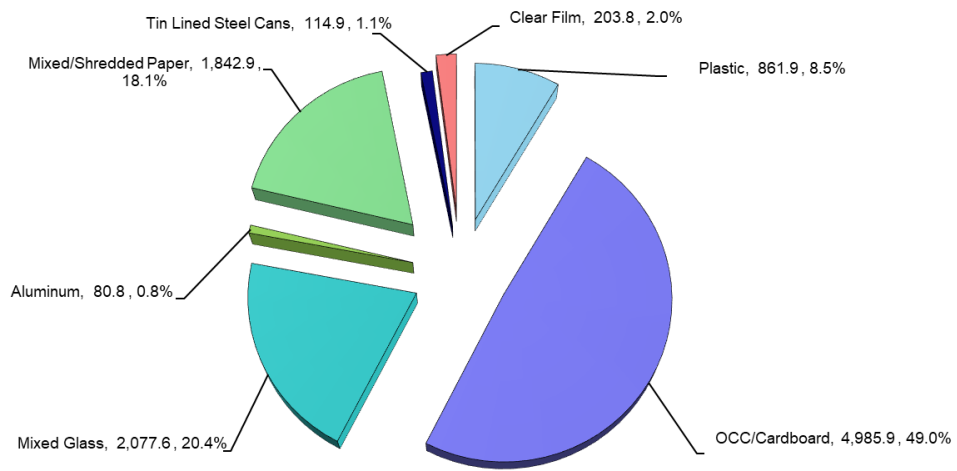
Cash Position

	Jul 1, 2024	Sep 30, 2024	Change
Cash in bank	\$ 19,402,851	\$ 16,196,213	\$ (3,206,639)
Temporary investments	17,373,167	17,552,148	178,981
Restricted funds	6,013,000	6,013,000	-
	<u>\$ 42,789,018</u>	<u>\$ 39,761,361</u>	<u>\$ (3,027,658)</u>

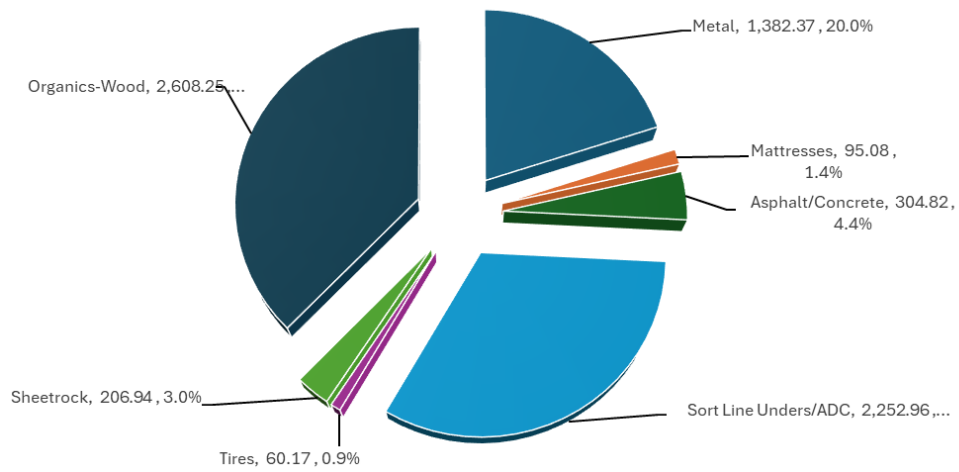
12 Month Rolling Average Diversion-Sep 2024

C&D Diversion	62.5%
Single Stream Recycling Diversion	63.7%
Entire MRF Diversion	63.2%

SSR Diverted Materials Fiscal 2025 Tons - YTD September 2024



C&D Diverted Materials Fiscal 2025 Tons - YTD September 2024



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Monterey Regional Waste Management District
Summary of Investments as at September 30, 2024

Depository	Description of Security	Maturity	Interest	Dollar Amount	Market Value
			Rate/Yield		
State of California	Local Agency Investment Fund (LAIF)	Immediate	4.516%	\$ 23,650,032.11	\$ 23,650,032.11

Meeting Date: October 18, 2024

To: Board of Directors
From: Felipe Melchor

Subject: General Manager Communications

Wellness Fair

- On October 3rd, the HR Team and the wellness committee hosted ReGen's annual wellness fair, in partnership with the Visiting Nurses Association and Montage Health. Employees received flu shots, blood pressure readings, and information from our health insurance providers, as well as our 457b plan provider. Employees were also given a fresh bag of produce from Gallardo Farms, a small family-owned, organic farmer from Watsonville. Athletic shoes and other health and wellness items were raffled off to support a healthy lifestyle. The Safety and Communications Teams helped support the event by providing education on safety awareness and proper sorting of recyclable materials.

Presentation to City of Marina

- Felipe attended the City of Marina Council Meeting to give an update on the contract extension with Keith Day Company. Marina City Council Members had a chance to ask questions about the agreement, use of compost, SB 1383 implementation, results from the odor study, and the future development of Marina Station.
- We are really pleased with our engagement with Marina surrounding compost and odor and look forward to continuing the conversation with our neighbors.

Tour provided to Middlebury Institute

- The Communications team hosted Middlebury Institute graduate students in environmental policy and management. Students were able to see all ReGen's operations on the site tour and ask detailed questions about current and future environmental policy related to recycling and composting. After speaking with these engaged students, Communications concluded the future looks bright!

ORRA Presentation

- Eric Palmer, Senior Communications Coordinator, spoke at the Oregon Refuse and Recycling Association Convention. His session, titled Getting the Word Out, focused on community and media engagement, and social media strategies for special districts and the waste management industry. ORRA took a tour of ReGen Monterey and were impressed by our communications work, and wanted us to share our strategies and tools with Oregon waste management agencies.

University of California Research Project

- UC Berkley is continuing their research of different ways to quantify fugitive landfill gas emissions. The research team has deployed a number of flux chambers and drone systems to ground proof airplane and satellite measurements.

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Partnership with Google X

- As a follow-up to ReGen's participation at the Google X Circularity summit last year, ReGen provided a tour of our MRF to the X Team and discussed the upcoming Solid Waste Infrastructure for Recycling Grant issued by the EPA.

18-month Inspection

- ReGen received the final inspection report for the joint 18 Month Inspection of the site between the Monterey County Health Department and CalRecycle. A corrected area of concern related to cover tarp deployment was indicated in the final report. Staff has reviewed cover tarp deployment systems with staff and the item has been addressed. The inspection visit on 8/22/24 and subsequent report was positive, and no other topics or violations were noted.

Site Security

- Staff is working on installing several new security cameras throughout the facility to better monitor activities onsite both during and after operating hours. It is expected that the system will be up and running within the next month.

Save the Date

- Employee Holiday Dinner will be held on December 14, 2024

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