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BOARD OF DIRECTORS MEETING

REVISED AGENDA

SEPTEMBER 25, 2025 – 3:00 P.M.

Walnut Creek City Hall, 3rd Floor Conference Room
(Use elevator by City Council Chambers)
1666 North Main Street, Walnut Creek

1. **CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE**

2. **PUBLIC COMMENT ON ITEMS NOT ON THIS AGENDA**

Please fill out a speaker card and hand it to the Board Secretary. The Chair will call on you and when addressing the Board, please state your name, company and/or address for the record. There is a three-minute limit to present your information. (The Board Chair may direct questions to any member of the audience as appropriate at any time during the meeting.)

3. **WELCOME NEW BOARD MEMBER STELLA WOTHERSPOON, LAFAYETTE**

4. **CONSENT ITEMS**

All items listed in the Consent Calendar may be acted upon in one motion. However, any item may be removed from the Consent Calendar by request by a member of the Board, public, or staff, and considered separately.

- a. Approve Minutes of the Regular Board Meeting on July 24, 2025*
- b. Approve Amended and Restated Executive Director David Krueger's Employment Agreement, Extending Term and Approving Cost of Living Adjustment to Salary*
- c. Approve Second Amendment to HF&H Consultants, LLC Agreement for Franchise Procurement Services*

5. **PRESENTATION ITEMS**

- a. 2024-2025 Annual Schools Program Report
Ruth Abbe, Schools Program Contractor

- b. Base Rate Application for Rate Year 12*
David Krueger, Executive Director, RecycleSmart
- c. 2024 CalRecycle Electronic Annual Report (EAR) and SB 1383 Compliance*
Judith Silver, Senior Program Manager, RecycleSmart
Ashley Louisiana, Program Manager, RecycleSmart
- d. Recyclables Processing
Kish Rajan, Mt. Diablo Resource Recovery

6. INFORMATION ITEMS

These reports are provided for information only. No Board action is required.

- a. Executive Director's Monthly Report*
- b. Future Agenda Items*
- c. 2025 "Eco Heroes" Summer Camps
- d. Correspondence to the Authority*
- e. News Article of Interest*

7. BOARD COMMUNICATIONS AND ANNOUNCEMENTS

8. ADJOURNMENT

Corresponding Agenda Report or Attachment is included in this Board packet.

<p style="text-align: center;"><u>ADDRESSING THE BOARD ON AN ITEM ON THE AGENDA</u></p> <p>Persons wishing to speak on PUBLIC HEARINGS and OTHER MATTERS listed on the agenda will be heard when the Chair calls for comments from the audience, except on public hearing items previously heard and closed to public comment. The Chair may specify the number of minutes each person will be permitted to speak based on the number of persons wishing to speak and the time available. After the public has commented, the item is closed to further public comment and brought to the Board for discussion and action. There is no further comment permitted from the audience unless invited by the Board.</p>
<p style="text-align: center;"><u>ADDRESSING THE BOARD ON AN ITEM NOT ON THE AGENDA</u></p> <p>In accordance with State law, the Board is prohibited from discussing items not calendared on the agenda. For that reason, members of the public wishing to discuss or present a matter to the Board other than a matter which is on the Agenda are requested to present the matter in writing to the Secretary to the Authority at least one week prior to a regularly scheduled Board meeting date. If you are unable to do this, you may make an announcement to the Board of your concern under PUBLIC COMMENTS. Matters brought up which are not on the agenda may be referred to staff for action or calendared on a future agenda.</p>
<p style="text-align: center;"><u>AMERICANS WITH DISABILITIES ACT</u></p> <p>In accordance with the Americans With Disabilities Act and California Law, it is the policy of the Central Contra Costa Solid Waste Authority to offer its public meetings in a manner that is readily accessible to everyone, including those with disabilities. If you are disabled and require special accommodations to participate, please contact the Board Secretary of the Authority at least 48 hours in advance of the meeting at (925) 906-1801.</p>

**REGULAR BOARD MEETING OF THE
CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY
HELD ON JULY 24, 2025**

The regular Board Meeting of the Central Contra Costa Solid Waste Authority's (CCCSWA's), aka RecycleSmart, Board of Directors convened at Walnut Creek City Hall, 3rd Floor Conference Room, 1666 North Main Street, City of Walnut Creek, Contra Costa County, State of California, on July 24, 2025. Chair Candace Andersen called the meeting to order at 3:00 P.M.

PRESENT: Board Members: Candace Andersen, Chair
Newell Arnerich*
Ken Carlson
Matt Francois
Lisa Maglio
John McCormick
Renee Morgan, Vice Chair
Cindy Silva
Steve Woehleke
*Arrived after Roll Call

ABSENT: Board Members: Darlene Gee
Janet Riley

Staff members present: David Krueger, Executive Director; Janna McKay, Program Manager/ Board Secretary; Grace Comas, Senior Accountant; Judith Silver, Senior Program Manager; Ashley Louisiana, Program Manager; Jennifer Faught, Program Manager; and Deborah L. Miller, CCCSWA Counsel.

1. **CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE**
2. **PUBLIC COMMENT ON ITEMS NOT ON THIS AGENDA**

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

3. **WELCOME NEW BOARD MEMBER STEVE WOEHLKE, MORAGA**

Chair Andersen and the RecycleSmart Board of Directors formally welcomed Steve Woehleke, Mayor of the Town of Moraga, to the Board.

Board Member Woehleke introduced himself, described his background, and noted his pleasure at being a member of the RecycleSmart Board.

4. **CONSENT ITEMS**
 - a. Approve Minutes of the Regular Board Meeting on May 22, 2025
 - b. Approve City of Lafayette Request for Authority Funds Allocated to Member Agencies

MOTION by Board Member Maglio, and SECOND by Board Member Silva to approve Consent Items a and b, as submitted.

MOTION PASSED by the following voice vote.

AYES: Carlson, Francois, Maglio, McCormick, Morgan,
Silva, Andersen

NOES: None

ABSTAIN: Woehleke

ABSENT: Arnerich, Gee, Riley

5. ACTION ITEM

a. Award of Collection Services Agreement

1. Adopt Resolution 2025-03, in the form attached:

- A. Determining that the award of the recommended Collection Services Agreement is not subject to the California Environmental Quality Act (CEQA) under Section 15061(b)(3) (Common Sense Exemption), and is exempt from CEQA pursuant to Section 15301 (Class 1) (Existing Facilities) and Section 15308 (Class 8) (Actions by Regulatory Agencies for Protection of the Environment); and
- B. Awarding and Authorizing the Board Chair to execute the Franchise Agreement between the Central Contra Costa Solid Waste Authority and Allied Waste Systems, Inc. d/b/a Allied Waste Services of Contra Costa County d/b/a Republic Services of Contra Costa County, for Collection Services.

Executive Director David Krueger stated the procurement of new franchise agreements for collection and post-collection services was a long process that took two years to complete. He explained that once the collection agreement was awarded it could take the selected collection contractor another eighteen months to acquire the necessary vehicles. The procurement process was started in 2023 to ensure that the vehicles would be ready to provide service when the new collection agreement begins on March 1, 2027. He stated that it was important for the Board to approve the new collection agreement now (July 2025) so that the selected contractor would have sufficient time to obtain the vehicles by March 1, 2027. He stated that the recommended new collection agreement requires all new collection vehicles in 2027.

Mr. Krueger reported that the current Franchise Agreement would expire on February 28, 2027. Describing the process leading up to the new Collection Services Agreement, he stated the Collection Request for Proposal (RFP) had been issued October 24, 2024, and two proposals had been received; from Republic Services and from Mt. Diablo Resource Recovery (MDRR). The estimated cost for Republic's proposal was 14 percent less than MDRR's, and the Board's Franchise Vendor Selection Ad Hoc Committee had recommended Republic Services (the current collection contractor) for the new Collection Services Agreement. He described the criterion used to consider both proposals, such as cost, impact on the environment, customer service and other factors.

He referenced Republic's customer service issues in past years with respect to missed pick-ups and incomplete routes but reported there had been a big turnaround in the quality of Republic's collection in the last year, and that there was a 91% decrease in missed pick-ups between 2023 and 2024.

Mr. Krueger explained that the estimated impact to rates with the selection of Republic Services would be an increase of 26 percent, which would take effect in March 2027, although the exact final rate was as yet unknown. He also commented that all member agencies had solid waste reserve funds that had been building up, which could be used to partially offset the rate increase or to smooth the increase and phase it in.

As to why there would be a 26 percent rate increase, Mr. Krueger explained that currently RecycleSmart was getting more service than it was paying for in that Republic was not being compensated for all the routes it was currently running, which had been known fairly early on. Another reason for the rate increase was that the collected materials would have to be taken to MDRR's transfer station / MRF in Pittsburg which is further away than the transfer stations currently being used in Martinez (solid waste and organics) and Concord (recyclables). This is because during the post-collection RFP process Republic did not propose the use of their Martinez transfer station and MDRR did not propose the use of their Concord transfer station. He stated that the transfer station / MRF in Pittsburg is 6 miles further from the center of the Authority's service area than the Martinez transfer station and 9 miles further than the Concord transfer station. In addition, to ensure sufficient resources and good service in the new contract, there would be more routes, more trucks, more drivers, and therefore ultimately more costs.

Mr. Krueger described the lengthy process and thorough steps taken to get to this point of awarding a new Collection Services Agreement through the efforts of two Board ad hoc committees; the Franchise Design Ad Hoc Committee and the Franchise Vendor Selection Ad Hoc Committee, and ultimately through a competitive (not required) RFP, with a two-step process for a Post-Collection Agreement (awarded in October 2024) and the current Collection Agreement.

Mr. Krueger stated that the current franchise agreements began in 2015, were extended in 2022, and will expire in 2027. He stated that in May 2023, the Board decided to conduct a competitive RFP process for the new agreements. He explained that while state law and Board policy does not require a competitive process for solid waste franchise agreements, the Board selected a competitive process because 1) At the time Republic was providing poor quality service so that a sole-source negotiation was not warranted; 2) The Board was anticipating a large rate increase based on Republic's previous requests for special rate adjustments, and the Board wanted to seek competitive pricing to minimize the increase as much as possible; 3) At the time the State was requiring a transition to Zero Emissions Vehicles which was a new, more expensive technology and the Board wanted to receive multiple cost and technical proposals from different companies on how to transition to Zero Emissions Vehicles.

Mr. Krueger stated in May 2023 the Board decided to conduct a two-step procurement process: Step One, post-collection facilities then Step Two, collection services. He explained that post-collection facilities included the transfer station, landfill, recyclables processing facility (MRF), composting facility, and commercial food scraps processing facility. The purpose of these two steps was to try and increase competition for collection services, as there are several companies who could provide collection services but only a few companies who owned the necessary post-

collection facilities within a practical distance of the Authority's service area. For instance, if in order to propose on collection services a company also had to provide landfill services, there is only one company (Republic) who could have proposed. Mr. Krueger stated that to further encourage competition for collection services, the Authority obtained the right to lease land for a truckyard storage and maintenance at the closed Acme Landfill and made that land available to potential bidders. In part in order to increase competition, all proposers were required to propose all new collection vehicles in 2027.

Mr. Krueger stated the following: The Authority received proposals from five different companies (Republic, MDRR, Recology, Waste Connections, Waste Management) for post-collection services, including multiple proposals for each type of facility except for commercial food scraps processing. Nine companies attended the pre-proposal meeting for the collection services RFP, and five companies (Republic, MDRR, Recology, Waste Management, Greenwaste) submitted written questions regarding the collection services RFP. Two companies (Republic, MDRR) submitted collection proposals.

Mr. Krueger stated that the post-collection agreements were awarded to the following companies in October 2024:

Transfer Station – MDRR

Landfill – Republic

Recyclables Processing – MDRR

Composting – Recology

Commercial Food Scraps Processing – Republic

He stated that the collection RFP was issued immediately after the post-collection agreements were awarded, and that it was done in that order in part so that collection proposers would know where they would be delivering the materials after collection.

Mr. Krueger described the specifics, operators, and services involved with the Collection Agreement, the changes from the current Collection Agreement, and the potential types of collection vehicles proposed. Mr. Krueger stated the main type of residential collection vehicle used in the current agreement (Curotto Can) would no longer be used after 2027 as both Republic and MDRR proposed to use side-loaders instead.

With respect to vehicle fuels, he reported that while the State of California had earlier mandated a transition to Zero Emission Vehicles (ZEV's), the Authority learned in January 2025 that the ZEV mandate would not be implemented. Therefore, the Authority removed the ZEV requirement from the collection RFP. Both proposers (Republic and MDRR) proposed to use Compressed Natural Gas (CNG) vehicles, which was the fuel currently utilized.

Mr. Krueger referred to Republic's alternative bid for electric vehicles at an incremental cost of more than \$87,000 per truck per year and explained that the Franchise Vendor Selection Ad Hoc Committee had considered that issue and had identified a number of concerns: the cost would add to the already large increase, the questionable readiness of electric vehicles, and there was no desire to create a situation that could potentially produce more service issues. As such, the continued use of CNG had been preferred.

Board Member Arnerich commented that there could always be a change in the vehicle fuels used at a later date, although at a potentially higher rate.

Mr. Krueger presented a summary of the two proposals, identified the key differences in services and cost, the rate impacts, the base services, and the alternative bids for additional services. He also clarified, when asked, that there was a significant difference in cost between the two proposers where MDRR's proposal was \$9.6 million greater each year over the 10-year contract. The 25 percent estimated cost impact from Republic was just for the base service; it would be 26 percent overall with the inclusion of the new services where MDRR's impact for base services would be 37 percent.

Mr. Krueger emphasized the importance of the routes and the need to ensure the appropriate number of routes without having more routes than needed and paying too much or fewer routes than needed would create service problems. Mr. Krueger stated that an industry standard was 800 – 1,200 homes per single-family route with automated collection. He said that HF&H Consultants benchmarked Republic and MDRR's proposed homes per route against five other recent procurements in Bay Area jurisdictions. Those benchmarks indicated a reasonable range of productivity for automated single-family side-loader solid waste service at 625 to 905 homes/route/day compared with Republic's proposal at 776 and MDRR's proposal at 796. He said that both Republic and MDRR's proposals seemed reasonable. He noted that the RecycleSmart service area was comprised of primarily single-family homes, which had the most pick-up problems, with 67,000 single-family homes, 2,000 commercial customers, and 500 multi-family complexes.

Mr. Krueger pointed out the differences in the two proposals with respect to routes, with MDRR having more routes than Republic. He stated that other reasons that MDRR's cost proposal was higher than Republic's was that Republic is able to purchase trucks at a lower cost (\$505,000 per side-loader vs \$623,000 per side-loader) and that Republic's cost for capital is much lower than MDRR's. Republic is mostly self-financed so they have a much lower interest expense than MDRR who has to borrow capital. He said that the other major difference in the two cost proposals was that MDRR's proposed cost for vehicle maintenance and parts was much higher than Republic's. MDRR's total proposed labor cost was actually lower than Republic's, even though their total overall cost was higher. Republic proposed 13% profit and MDRR 12%.

He also pointed out other rate impacts with respect to payments to post-collection contractors, reuse and cleanup days, Authority costs and member agency fees. He reiterated that there remained some unknowns that made it impossible to identify an exact increase at this time. Of the several unknowns was that Republic's agreement with the Teamsters would expire on August 24, 2025 and the cost of the new Teamsters agreement would have to be factored into the rates, the numbers were all 2025 numbers and the agreement would begin in 2027, and the amount of member agency reserves and how they would be used had yet to be identified.

Mr. Krueger highlighted the base services provided, which were the same as existing collection services with some exceptions that he delineated at this time. He explained that the existing containers in the field would remain, all commercial bins would be relabeled, and new containers, when necessary, would be hauler neutral to avoid the need for an overall replacement in the future.

He presented a table to identify the alternative bids for additional services such as increased credits for missed pick-ups, Friday missed pick-ups collected on Saturday, courtesy collections for late set-outs, more on-call collections of extra recyclables and yard trimmings, a new service for used cooking oil recycling and the availability of smaller 20-gallon green carts, at least one recycling container and one organics container at every commercial and multi-family solid waste service location, commercial organics bin service, hauler neutral replacement containers, on-call dumpsters for member agencies for clean-ups, and relabeling of commercial bins. New services that the Ad Hoc Committee had recommended were also identified under additional services along with the proposed impact of those additional services on the rates.

The Franchise Vendor Selection Ad Hoc Committee requested input from the full Board on whether or not to re-label all carts in 2027 and to start providing battery recycling to multi-family dwellings. The Board agreed to add both of these alternative services, at the costs presented in the staff report and presentation.

Mr. Krueger asked the Board about re-labeling the carts with adhesive labels on existing cart lids (in the field for residential customers) to clarify what was allowed in each of the three types of carts, potentially with QR Codes, with the re-labeling to be done within the first year of the contract, to update what was actually recyclable and compostable at a proposed one-time cost of \$1,230,530 allocated over the 10-year contract, with an estimated rate impact of 0.16 percent. He also noted that in the future the Board would discuss what was really recyclable and what was really compostable, and the best way to communicate that to the public.

The Board agreed with the need to re-label the carts with better, clearer labels, to use QR Codes, and supported a multi-family battery recycling program, as recommended, at an estimated cost of \$41,378 per year with an estimated rate impact of 0.05 percent, in child-proof containers and consistent with Best Practices due to the fire safety concerns involved.

Mr. Krueger also identified significant changes to the agreement where collection would be separated from other services, the rate year would be July-June instead of March-February, cost-based rate adjustments would occur every four years instead of every three years, annual compensation adjustments would be capped at 7 percent instead of 4 percent and 5 percent, and all customers would receive a credit if their container was not emptied on the scheduled day at \$10 per container per day late, which is an increase from the current credit of \$5 per container per day late.

Board Member Silva thanked all those involved in the preparation of the contract. Having read the very thorough document, she referred to Page 73 of the agreement and the table that indicated the rate year started on July 1 every year including the first year, although she clarified that the first year was a 16-month year and the table needed to be revised accordingly.

Deborah Miller, CCCSWA Legal Counsel, verified that type of administrative correction could be made within the first 30 days. She stated that the error that Board Member Silva pointed out would be corrected in the timeframe, and any other needed minor administrative changes would be made, without the need for Board vote. As a part of this effort, she stated that minor administrative changes to the signed Post-Collection agreements would also be made, in order to make sure that the collection agreement and the post-collection agreements were all consistent and tied together.

In response to Board Member Silva as to how performance would be monitored, Mr. Krueger explained that the main way was to review the monthly reports from Republic which document the number of complaints, incomplete routes, and missed pick-ups. He also stated that per the Agreement, Authority staff has the right, if needed, to listen in customer calls to Republic. Monitoring the drivers was currently based on complaints and looking for trends. Ratepayers are told to call Republic first and then call RecycleSmart if they are not satisfied with Republic's response. He noted his intention to have the Authority staff do more proactive route and facility inspections and ride-alongs.

Board Member Silva asked how a driver would know if a bin was overweight, and from the audience a driver indicated that if a cart was overweight the truck wouldn't lift it. She also referred to Page 43 and a waiver that referenced cubic yards and gallons and from the audience a speaker clarified that portion of the contract related to organics. With respect to the disaster category, she noted there was no reference in the agreement public health disasters, and Rob Hilton of HF&H Consultants identified that section in the agreement.

Board Member Morgan stated with respect to the 26 percent rate increase that it would be nice to specify the components related to the increase within the contract regarding inflation, vehicle replacement or other factors. She also recommended specifying how a member agency's use of reserve funds could partially offset or gradually increase the rates and how that would be determined and the factors involved. She took this opportunity to acknowledge the receipt of a number of letters of support for the approval of the agreement along with additional items that had been placed on the dais at the meeting.

Mr. Krueger explained that each individual member agency has a reserve fund and it is the member agency that would control their own fund. He stated that Authority staff would be meeting individually with each Member Agency in October 2025 to discuss upcoming rate increases, reserve fund balances, and strategies for using reserve balances to smooth the rate increases.

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

Board Member Arnerich commented that he had been involved in the preparation of the last Franchise Agreement, and he described the current process to find the best solutions for the best price as a thousand percent better than the last process. He emphasized that all involved were very professional keeping in mind that the agency's goal was to provide its customers with the best recycling and it still had one of the highest recycling rates. He noted there was a higher level of service, but the biggest single cost was that the hauling was different than before and labor was the biggest cost in the contract. He also stated it set up the agency for the future in that each member agency staff in his or her expertise would oversee a section of the contract. He added that public services were doing an outstanding job and he emphasized that people made the difference.

Board Member Woehleke stated in preparation for the item that he had reviewed pertinent background information and the staff report, among multiple other documents and discussions with those involved along with a review of some specific areas of the contract. Based on his review and discussions, he was comfortable participating in the decision making.

MOTION by Board Member Arnerich, and SECOND by Board Member Silva to adopt the staff recommendation, with changes, to approve Resolution 2025-03, as follows:

- A. Determining that the award of the recommended Collection Services Agreement is not subject to the California Environmental Quality Act (CEQA) under Section 15061(b)(3) (Common Sense Exemption), and is exempt from CEQA pursuant to Section 15301 (Class 1) (Existing Facilities) and Section 15308 (Class 8) (Actions by Regulatory Agencies for Protection of the Environment); and
- B. Awarding and Authorizing the Board Chair to execute the Franchise Agreement between the Central Contra Costa Solid Waste Authority and Allied Waste Systems, Inc. d/b/a Allied Waste Services of Contra Costa County d/b/a Republic Services of Contra Costa County, for Collection Services.

MOTION PASSED unanimously by a voice vote.

C. INFORMATION ITEMS

- a. Executive Director's Monthly Report
- b. Correspondence from the Zambia Road Safety Trust to MDRR for their Bicycle Donation Support
- c. 2025 Legislation Update
- d. Future Agenda Items
- e. Correspondences to the Authority

Executive Director Krueger expressed appreciation to the Board of Directors, the committee members, former Board Members Renata Sos, Inga Miller, and Gina Dawson who had done a lot of work on the process, along with his staff who had kept everything going while he worked on the new agreement, CCCSWA Legal Counsel, HF&H Consultants, along with the proposers and all the hours of work from everyone involved. He stated the process was smooth, ethical and fair because of all those involved given all the work involved and stated that everything had been done by the book.

Mr. Krueger also commented that the MDRR proposal had been well done, and he appreciated all its work, and to Victor Cabrera, General Manager of Republic Services he thanked him for the improvements in service that had made the recommendation to award the agreement to Republic possible.

Mr. Krueger announced there would be no meeting next month.

With respect to upcoming events, Mr. Krueger stated there would be a report soon on the Waste Characterization Study, a presentation by MDRR on the state of recycling and what was really recyclable and how to communicate that to the public, a presentation on rates, and a report on the "Eco Heroes" Summer Camp.

D. BOARD COMMUNICATIONS AND ANNOUNCEMENTS

Board Member Silva noted her attendance at the Summer Leadership Meeting for the National League of Cities when she had occasion to speak about RecycleSmart's organics program to a representative of a city that had no organics program.

E. ADJOURNMENT

The Board adjourned at approximately 4:30 P.M. to the regular meeting scheduled for Thursday, September 25, 2025 at 3:00 P.M. in the Walnut Creek Offices at Walnut Creek City Hall.

Respectfully submitted by:

Janna McKay, Board Secretary
Central Contra Costa Solid Waste Authority,
County of Contra Costa, State of California



Agenda Report

TO: CCCSWA BOARD OF DIRECTORS
FROM: DEBORAH MILLER, LEGAL COUNSEL
DATE: SEPTEMBER 25, 2025

SUBJECT: AMENDED AND RESTATED EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT, EXTENDING TERM AND APPROVING COST OF LIVING ADJUSTMENT TO SALARY

RECOMMENDED ACTION

1. Approve the Amended and Restated Executive Director Employment Agreement with David Krueger, extending the term five years (from 2025 to 2030) and approving a 4% Cost of Living Adjustment to the Executive Director's salary effective July 1, 2025.

DISCUSSION

On October 27, 2022, the Authority Board approved an Employment Agreement with David Krueger to serve as the Authority's Executive Director. The term of the agreement is for about three years (from January 2023 through December 2025). The base salary effective January 3, 2023, was \$220,000. The Board has made two subsequent changes to the terms of the Employment Agreement. On May 23, 2024, the Board approved a 3.5% Cost of Living Adjustment (COLA) to salary for all staff, including the Executive Director, effective July 1, 2024. On April 25, 2024, the Board approved a first amendment to the Employment Agreement, granting permission to the Executive Director to work from home on a limited basis.

As part of the Executive Director's annual review, the Executive Director requested the Authority Board (1) approve the same COLA to salary for the Executive Director as all other staff effective July 1, and (2) extend the term of the Employment Agreement five years (through December 2030). Mr. Krueger's March 2025 letter is provided as Attachment A.

On April 24, 2025, based on recommendations from the Personnel Committee and the Finance Committee, the Board approved a FY25-26 Operating Budget that included 4% COLA to salaries for all staff, including the Executive Director. At the time of that approval of the budget, staff made the report required pursuant to Government Code section 54953(c)(3) regarding potential adjustment in the Executive Director's compensation but explained that the final decision to approve a COLA to salary for the Executive Director would be made after completion of the Executive Director's annual performance review in May.

On May 22, 2025, based on recommendation from the Personnel Committee, the Board completed the Executive Director's performance review. The Personnel Committee reported favorably on the Executive Director's requests.

Attachment B is the proposed form of Amended and Restated Employment Agreement, incorporating the prior Board-approved change to the Employment Agreement, and showing the proposed (1) change to the term to extend it for 5 years (from 2025 to 2030) (see Amended and Restated Employment Agreement Section B), and (2) 4% COLA to salary effective July 1, 2025, which, as previously reported to the Board in April, would equate to an increase of \$9,108 for a total monthly compensation of \$19,734 and a total annual compensation of \$236,808 (see Amended and Restated Employment Agreement Section D).

ATTACHMENTS

- A. Request for Extension of Employment Agreement
- B. Amended and Restated Employment Agreement



March 17, 2025

Matt Francois, Chair
CCCSWA Personnel Committee

Re: Requested COLA and Extension of Executive Director Agreement

Dear Mr. Francois,

I am writing to request that I receive the same Cost Of Living Adjustment (COLA) to my salary that the Board approves for my staff, effective July 1, 2025. In addition, the term of my employment agreement will end on December 31, 2025. I am requesting that my agreement be extended for five years, until December 31, 2030. Thank you for considering my requests.

Sincerely,

A handwritten signature in black ink that reads "David Krueger".

David Krueger
Executive Director
Central Contra Costa Solid Waste Authority

AMENDED AND RESTATED
EMPLOYMENT AGREEMENT

This Amended and Restated Employment Agreement is entered into by and between the CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY (“CCCSWA”) and DAVID KRUEGER (“Employee”), collectively referred to as the “Parties.”

WHEREAS, On October 27, 2022, the Board of Directors of CCCSWA authorized CCCSWA to enter an Employment Agreement with Employee; and

WHEREAS, On April 25, 2024, the Board of Directors of CCCSWA authorized CCCSWA to enter a First Amendment to the employment agreement (the agreement, as previously amended, “Employment Agreement”); and

WHEREAS, On May 23, 2024, the Board of Directors of CCCSWA approved a Cost of Living Adjustment in Employee’s compensation; and

WHEREAS, consistent with the Employment Agreement at Section B and Q(1), CCCSWA and Employee wish to further amend the Employment Agreement to reflect their agreement related to the extension of the term of the agreement and the Board’s approval of a Cost of Living Adjustment in Employee’s compensation effective July 1, 2025 (additions shown in underline and deletions shown in ~~strike through~~ text) and fully restate the agreement to incorporate prior changes to the agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree to the following:

A. Employment Relationship. The Board, or the designee(s) of the Board, shall have sole authority and responsibility to assign duties to and direct Employee, to evaluate Employee’s performance of said duties, and to terminate Employee.

B. Term. The term of this Agreement shall begin on January 3, 2023, and will terminate on ~~December 31, 2025~~ December 31, 2030, or on the effective date of a termination or resignation, whichever is earliest (“Termination Date”), unless the Parties renew this Agreement. CCCSWA will provide Employee a minimum of two (2) weeks’ written notice prior to Termination Date, if it does not intend to renew this Agreement.

In the event that Employee voluntarily resigns their position, Employee shall give the Board of Directors two (2) months’ written notice in advance, with the resignation effective two (2) months after the notice, unless the Parties otherwise agree to a shorter or longer notice period and effective date.

Both Parties agree that Employee is retained on an at-will basis subject to the non-renewal notice in this section and the termination provisions in paragraph I. Both Parties agree that this relationship is governed solely by this Agreement and CCCSWA rules and policies, including CCCSWA Personnel Policy & Procedures Manual, as amended from time to time, which are incorporated by reference into this Agreement as if fully set forth herein (see paragraph Q.1.), but not by any statutory provisions, including those governing public employment.

C. Employee’s Duties. Employee shall render their best professional services and skills for the benefit of CCCSWA, performing the duties of an Executive Director of CCCSWA, as an overtime-exempt employee. Employee’s primary responsibilities are to perform all supervisory and administrative tasks generally required of an executive officer for a similarly situated public agency. These Executive Director functions include, but are not limited to: supervising all CCCSWA administrative and financial activities; supervising personnel functions; serving as the primary contact with the Board; supervising the preparation of Board and Board subcommittee agendas and staff reports; supervising all agency recycling and reuse

programs; administering CCCSWA franchises and other vendor contracts; pursuing any goal statement and policies as adopted by the Board; and overall responsibility for CCCSWA's functioning. Employee shall be responsible for performing the work under this Agreement in a manner consistent with the generally accepted standards for a professional public agency administrator. Employee's duties and responsibilities are described in additional detail in the attached Job Description for Executive Director.

D. Compensation. In consideration for Employee's services, CCCSWA agrees to pay Employee a salary of: (i) effective January 3, 2023, Eighteen Thousand Three Hundred Thirty-Three and 33/100 Dollars (\$18,333.33) per month as compensation, which calculates to an annual salary of Two Hundred Twenty Thousand and No/100 Dollars (\$220,000.00); (ii) effective July 1, 2024, Eighteen Thousand Nine Hundred Seventy-Five and No/100 Dollars (\$18,975.00) per month as compensation, which calculates to an annual salary of Two Hundred Twenty Seven Thousand Seven Hundred and No/100 Dollars (\$227,700.00); and (iii) effective July 1, 2025, Nineteen Thousand Seven Hundred Thirty-Four and No/100 Dollars (\$19,734.00) per month as compensation, which calculates to an annual salary of Two Hundred Thirty-Six Eight Hundred Eight and No/100 Dollars (\$236,808.00).

The Board will annually review Employee's salary and consider any changes, with the first such potential change effective July 1, 2024. Annual changes are not automatic. Changes will be based on factors such as: changes in cost of living; adjustments to salary rates being made by the member agencies; and CCCSWA's financial conditions and policies. Employee may timely cause consideration of a salary change to be placed on the Personnel Committee's agenda in or around Winter or Spring of each year, commencing in 2024.

The Personnel Committee is expected to consider and make recommendations to the Finance Committee regarding any changes to Employee's salary. The Finance Committee is

expected to consider the recommendation in the context of the agency's overall budget and make recommendations to the Board regarding any change to Employee's salary. The Board will consider approving a salary change, in its discretion, at a regular meeting in open session.

A salary increase, if any is granted, will be effective on the date the Board specifies but typically would be expected to be effective July 1 (the start of the agency's fiscal year). The total salary increase to be considered at that time shall not exceed three percent (3%), unless the Board determines a higher increase is both fiscally responsible and is warranted in recognition of Employee's accomplishments. There is no automatic increase in the level of compensation, so this Agreement complies with Government Code section 3511.2(a).

E. Performance Review. Employee shall receive a performance review after about six (6) months of employment and an annual performance review with the Board, or designee of the Board, in or around each late Winter or early Spring, commencing in 2024. The Board can communicate with Employee at any time regarding Employee's performance or regarding performance improvement.

F. Exclusivity of Service and Conflicts of Interest. Employee shall devote all employment energies, interests, abilities and time to the performance of duties hereunder on a full-time basis. Notwithstanding Employee's obligations set forth herein, upon written consent of the CCCSWA Board Chairperson, Employee may, from time to time, engage in other professional activities (for example, teaching and consulting), so long as such activities do not conflict with Employee's obligations to CCCSWA. In addition, Employee shall not engage in any activity, which in the sole opinion of the CCCSWA Board Chairperson, would be detrimental to CCCSWA. Employee shall be subject to and comply with all federal, state and local laws regarding conflicts of interest.

G. Benefits and Expense Reimbursements.

1. Health and Welfare Benefits. Employee shall be eligible to enroll in the following benefit programs offered by CCCSWA: medical, dental, vision, Employee Assistance Program, Tuition Reimbursement, Disability Insurance and Life Insurance. Employee shall be solely responsible for paying Employee's portion of premium costs.

2. Pension. Employee shall be enrolled in CCCSWA's CalPERS pension plan that is applicable to Employee as either a "classic member" or "PEPRA member." Employee shall be solely responsible for paying Employee's member contribution for the pension.

3. Deferred Compensation. Employee shall be eligible to participate in CCCSWA's 401(a) and 457 Plans. Employer shall make an annual contribution to the 401(a) Plan, which is currently One Thousand Seven Hundred Fifty and No/100 Dollars (\$1,750.00) for an overtime-exempt employee. Employee shall be solely responsible for paying all contributions to the 457 Plan.

4. Expense Reimbursement. CCCSWA agrees to pay Employee's reasonable travel expenses, including mileage at the IRS rate and economy airfare, for trips inside and outside the service area, and subsistence expenses of Employee, for official travel, meetings and occasions which are reasonably necessary to enable Employee to pursue official functions for CCCSWA, as well as professional development, subscriptions, or trade association meetings that benefit CCCSWA, provided such travel is consistent with Employee's responsibilities as directed or authorized by the Board. All expenses shall be reasonable and shall be within the budget established for this purpose.

5. Holidays and General Leave.

a) Holidays

Employee shall be entitled to twelve (12) paid holidays annually designated and observed by CCCSWA.

b) General Leave;

Employee shall be entitled to accrue Two Hundred Forty (240) hours of general leave during each full year of full-time employment, pro-rated based on time worked, which is Twenty (20) hours of accrued general leave per month of full-time work. General leave will not accrue during any period of an unpaid leave of absence. To the extent that Employee does not use their accrued general leave during the year, any remaining accrued general leave shall be carried over and shall be subject to an accrual cap for general leave of Three Hundred Twenty (320) hours. Employee shall also be entitled to accrue Twenty Four (24) hours of special paid time off and Forty (40) hours of administrative leave during each full year of full-time employment, prorated based on time worked. Employee does not receive separate paid sick leave, vacation leave, or paid personal leave, even if such items are in current or amended CCCSWA rules or policies.

Employee shall be entitled to use up to Twenty Four (24) hours of Employee's general leave each year for any of the reasons paid sick leave can be used under state law (California Healthy Workplaces, Healthy Families Act of 2014, as may be amended).

H. Office and Work Hours. The CCCSWA Board and Employee agree that Employee shall generally be present on a regular basis at the offices of CCCSWA during regular office hours from 8:00 a.m. to 5:00 pm. Monday through Friday in order to supervise and perform administrative services. Effective April 25, 2024, notwithstanding the foregoing, Employee may work remotely during regular office hours up to two days per week every other week; such remote work may not be possible when CCCSWA business requires Employee's

physical preference at the office or at off-site locations. It is also recognized that Employee will attend meetings as needed with member agency staff, and/or their legislative bodies; contractors, franchisees, and vendors; and CCCSWA constituents outside of the office during these office hours and outside of these office hours at other times as needed.

Employee's compensation is based on Employee being available to perform all duties under this Agreement a minimum of Forty (40) hours per week on a regular basis. Employee shall keep the Board of Directors informed of Employee's schedule and shall schedule absences in such a manner to minimize adverse impacts on the operations of CCCSWA, including scheduling absences to minimize missing regularly scheduled Board or Committee meetings.

If Employee works Six (6) or fewer hours on a work day, being absent for Two (2) or more hours on a work day, Employee will track and account for those missed hours as a category of paid time (such as holiday or jury duty), if applicable, or as general leave if Employee has hours accrued, or as unpaid leave if there is no accrued general leave.

Employee will perform Forty (40) or more hours of work per week, or Employee will otherwise account for at least Forty (40) hours per week as non-work time. More specifically, Employee will account for Forty (40) hours per week as one of the following:

- Hours worked, or
- Hours not worked but paid, such as general leave, holiday, jury duty service, or other applicable paid time off category, or
- Hours not paid (or unpaid leave) if Employee has no accrued general leave, with Employee's salary to be accordingly reduced by the amount of unpaid leave taken. (29 C.F.R. 541.710).

I. Termination and Severance. This Agreement is for employment at will. Without cause and without stating a reason, CCCSWA may terminate Employee's retention and at-will employment at any time and for any or no reason upon giving Employee a minimum of Two (2) weeks' prior written notice. The termination will be effective Two (2) weeks after the notice, unless the Parties otherwise agree to a shorter notice period and effective date. CCCSWA may pay Two (2) weeks' salary in lieu of having Employee work the Two-(2) week notice period, in which case the termination may be made effective on the date of the notice.

CCCSWA may immediately terminate Employee for cause without prior written notice.

In the event that Employee voluntarily resigns Employee's employment, Employee shall give the Board of Directors Two (2) months' prior written notice, with the resignation effective Two (2) months after the notice, unless the Parties otherwise agree to a shorter or longer notice period and effective date.

Neither party's right to terminate this Agreement shall be limited by an implied covenant or oral agreement.

In the event of termination of this Agreement for no cause, severance will be made available to Employee of Three (3) months of Employee's monthly compensation rate if Employee signs and agrees to be bound by a written general release agreeing not to sue and waiving claims and recovery against CCCSWA and all CCCSWA member agencies, and their representatives and agents.

In the event of termination of this Agreement for cause, no severance will be made available to Employee. In the event of non-renewal of this Agreement, no severance will be made available to Employee.

Following any notice of termination, Employee shall fully cooperate with CCCSWA in all matters relating to the winding up of Employee's pending duties on behalf of CCCSWA and the orderly transfer of any such pending work to other employee(s) of CCCSWA or the new executive director.

J. Abuse of Position or Office. In compliance with Government Code sections 53243 through and including 53243.4, if this Agreement is terminated early, any severance related to the termination that Employee may receive from CCCSWA shall be fully reimbursed to CCCSWA if Employee is convicted of a crime involving an abuse of their office or position with CCCSWA. As required by Government Code section 53243, to the extent this Agreement provides or Employee receives paid leave salary pending an investigation, any such salary provided for that purpose shall be fully reimbursed if Employee is convicted of a crime involving an abuse of Employee's office or position. As required by Government Code section 53243.1, to the extent this Agreement provides or Employee receives funds for the legal criminal defense of Employee, any such funds provided for that purpose shall be fully reimbursed to CCCSWA if Employee is convicted of a crime involving an abuse of Employee's office or position. As required by Government Code section 53243.2, regardless of the term of this Agreement, if it is terminated, any cash settlement related to the termination that Employee may receive shall be fully reimbursed to CCCSWA if Employee is convicted of a crime involving an abuse of Employee's office or position. As required by Government Code section 53243.3, if CCCSWA provides, in the absence of a contractual obligation, for any of these payments mentioned in this paragraph, then Employee, if Employee receives any payments provided for those purposes, shall fully reimburse CCCSWA if Employee is convicted of a crime involving an abuse of Employee's office or position. The phrase "abuse of office or position" is defined by Government Code section 53243.4 to mean either: (a) An abuse of public authority, including, but not limited

to, waste, fraud, and violation of the law under color of authority, or (b) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85), or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

K. Possession and Ownership of Property. Upon termination of this Agreement, regardless of how termination may be effected, or whenever requested by CCCSWA, Employee shall immediately turn over to CCCSWA all of CCCSWA's property, including all items used by Employee in rendering services for CCCSWA hereunder or otherwise, that may be in Employee's possession, or under their control. All rights, title, royalties and interest to all work product of Employee resulting from their performance under this Agreement, including all software, systems, specifications, data, reports, opinions and any other such information and materials as may be accumulated by Employee in performance of work under this Agreement, whether complete or in progress, shall be vested in CCCSWA.

L. Confidentiality. Employee agrees that in addition to any other limitation, regardless of the circumstances of the termination of employment, Employee will not communicate to any person, firm, or corporation any confidential information relating to CCCSWA, which Employee might from time to time acquire in the course of carrying out their responsibilities under this Agreement.

M. Waiver. No waiver by either party of any event of breach and/or breach of any provision of this Agreement shall constitute a waiver of any other event of breach and/or breach. Either party's non-enforcement at any time, or from time to time, of any provision of this Agreement shall not be construed as a waiver thereof.

N. Notices. Any and all notices or communications required or permitted to be given under this Agreement to be given by either party shall be delivered in writing by hand delivery, overnight delivery, or United States registered or certified mail with return receipt requested and postage prepaid, and addressed in the case of Employee, at the current home address on file with CCCSWA, and in the case of CCCSWA to the business offices of CCCSWA (currently located at 1850 Mt. Diablo Boulevard, Suite 320, Walnut Creek, California 94596), or to such other address as either party hereto shall hereafter designate by written notice to the other party. Notice by hand delivery shall be deemed delivered upon receipt, overnight delivery notices shall be deemed delivered on the next business day, and mailed notices shall be deemed delivered Five (5) calendar days after deposit thereof in the United States mail, in accordance with this paragraph.

O. Review. Each party to this Agreement has had the opportunity to adequately review this Agreement, and failure to do so and any consequences thereof shall not be charged to the other party.

P. Headings and Severability. The paragraph headings contained in this Agreement are for reference purposes only and do not constitute substantive matter to be considered in construing the terms and provisions of this Agreement. The invalidity or unenforceability of any particular provisions of this Agreement shall not affect its other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision had been omitted.

Q. Miscellaneous.

1. Entire Agreement and Amendments. CCCSWA rules and policies, including CCCSWA Personnel Policy & Procedures Manual, as amended from time to time, apply to Employee and are incorporated by reference into this Agreement as if fully set forth herein, unless this Agreement specifically changes a term in the current or amended rules or

policies. When applied to Employee, a reference to the Executive Director in such rules and policies, such as the rules or policies requiring approval of an employee request by the Executive Director, shall mean a reference to the Board of Directors, so that the Board of Directors will be the party to approve such requests pertaining to the Executive Director's employment. If a provision in CCCSWA rules or policies actually contradicts an express provision of this Agreement, the express provision of this Agreement will control.

This Agreement constitutes the entire agreement between the Parties and contains all the agreements between them with respect to the subject matter hereof. It also supersedes any and all other communications, documents, agreements or contracts, either oral or written, between the Parties with respect to the subject matter hereof. No party has made or relied upon any representations, warranties or commitments with respect to the subject matter of this Agreement except those specifically set forth herein. This Agreement shall be modified only with a written instrument duly executed by each of the Parties.

2. Binding on Heirs, Successors and Assigns. The Employee retention provisions of this Agreement are personal to Employee such that Employee is responsible to perform all employment duties and cannot assign or sub-contract Employee's employment responsibilities to others, but the administrative provisions of this Agreement shall be binding upon and inure to the benefit of and shall be enforceable by the heirs, administrators, executors, successors and assigns of the Parties hereto.

3. Alternative Dispute Resolution. With this section, the Parties agree to a pre-dispute resolution process. Prior to engaging in any legal or equitable litigation or other dispute resolution process, regarding any of the terms and conditions of this Agreement between the Parties, or concerning the subject matter of this Agreement between the Parties, each Party specifically agrees to engage, in good faith, in a mediation process at the expense of CCCSWA,

complying with the procedures provided for under California Evidence Code sections 1115 through and including 1129, as then currently in effect. The Parties further and specifically agree to use their best efforts in good faith to reach a mutually agreeable resolution of the matter. The Parties understand and agree that should any party to this Agreement refuse to participate in mediation for any reason, the other party will be entitled to seek a court order to enforce this provision in any court of appropriate jurisdiction requiring the dissenting party to attend, participate, and make a good faith effort in the mediation process to reach a mutually agreeable resolution of the matter.

4. Drafting of Agreement. This Agreement was negotiated between the Parties and shall be read as if it was prepared jointly by the Parties. The Parties agree that any ambiguity in this Agreement shall not be construed or interpreted against, or in favor of, either Party. The Parties agree that ambiguities concerning matters addressed in this Agreement should be resolved in a manner consistent with CCCSWA rules and policies, to the extent those provisions are not inconsistent with this Agreement.

5. Choice of Law. This Agreement shall be construed and enforced under the laws of the State of California.

6. Venue. The Parties agree that venue shall be in Contra Costa County, California.

7. Continuing Terms. Some sections of this Agreement are intended, by their terms, to survive termination of Employee's employment with CCCSWA. Those sections shall survive termination of employment and/or this Agreement.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

CENTRAL CONTRA COSTA SOLID WASTE
AUTHORITY

Dated: _____

By: _____
CANDACE ANDERSEN, BOARD CHAIR

EMPLOYEE

Dated: _____

By: _____
DAVID KRUEGER

APPROVED AS TO FORM:

DEBORAH MILLER, COUNSEL FOR CCCSWA

Attachment: Job Description



Agenda Report

TO: CCCSWA BOARD OF DIRECTORS
FROM: DAVID KRUEGER, EXECUTIVE DIRECTOR
DATE: SEPTEMBER 25, 2025
SUBJECT: SECOND AMENDMENT TO HF&H CONSULTANTS, LLC AGREEMENT FOR FRANCHISE PROCUREMENT SERVICES

RECOMMENDED ACTION

1. Approve the Second Amendment to Provider Services Agreement with HF&H Consultants, LLC for Franchise Procurement Services, increasing the not-to-exceed compensation amount by \$110,000 for a new total not-to-exceed compensation amount of \$970,000.

DISCUSSION

On August 1, 2023, the Authority entered into an agreement with HF&H Consultants, LLC (HF&H) to assist with the franchise procurement process for an amount not to exceed \$330,000. On May 23, 2024, the Board approved the First Amendment to this agreement, increasing the not-to-exceed amount to \$860,000. Staff recommends increasing the not-to-exceed amount to \$970,000. The recommended increase is to the not-to-exceed amount in HF&H's contract only, not to the approved procurement budget. The recommended change will not require an increase in the approved FY 2025-26 procurement budget of \$243,243 and will not require an increase in the total approved multi-year procurement budget of \$1,355,000. While the actual cost of HF&H's procurement assistance came in higher than originally estimated, the actual cost of legal and CEQA related procurement costs came in lower, so that total overall actual procurement costs are estimated come in below budget. Procurement costs are also reimbursed by the successful proposers. The Authority has received \$1,324,000 in reimbursements from successful proposers to date, with only the Reuse & Cleanup Days procurement costs outstanding.

In addition to compensating HF&H for procurement work already performed, the recommended increase to their agreement provides for their assistance in sole-source negotiations with Mount Diablo Resource Recovery (MDRR) for the Reuse & Cleanup Days program as well as a new task to create a rate-setting tool to facilitate rate adjustments with Republic over the term of the new collection agreement.

ATTACHMENT

- A. Second Amendment to Provider Services Agreement with HF&H Consultants, LLC for Franchise Procurement Services

**SECOND AMENDMENT TO CENTRAL CONTRA COSTA SOLID WASTE
AUTHORITY PROVIDER SERVICES AGREEMENT WITH HF&H
CONSULTANTS, LLC FOR FRANCHISE PROCUREMENT SERVICES**

THIS SECOND AMENDMENT (“First Amendment”) to the Provider Services Agreement for Franchise Procurement Services, effective August 1, 2023 (“Agreement”) between the Central Contra Costa Solid Waste Authority (“CCCSWA”) and HF&H Consultants, LLC (“Provider”) is effective as of September 25, 2025.

RECITALS

- A. The CCCSWA and the Provider entered the Agreement to provide franchise procurement services; and
- B. The CCCSWA has determined that the franchise procurement process will require more consultant time than previously anticipated; and
- C. The parties desire to increase the not-to-exceed amount from \$860,000 to \$970,000 without modifying any other provision of the Agreement.

NOW THEREFORE, for good and valuable consideration, the amount and sufficiency of which are hereby acknowledged, and consistent with Section 4 and 23 of the Agreement, the parties agree as follows:

1. Section 3, “Payment,” of the Agreement is amended in its entirety to read as follows:

3. Payment. In exchange for satisfactorily providing the Services, CCCSWA will pay to Provider a fee not to exceed nine hundred seventy thousand dollars exactly (\$970,000). Provider shall submit invoices based on the cost for work performed in accordance with Attachment B (Cost & Fee Schedule). The making of any payment by the CCCSWA shall in no way lessen the liability of Provider to correct or revise unsatisfactory work, even though the unsatisfactory character of such work may have been apparent or detected at the time such payment was made. CCCSWA may withhold payment to Provider in any instance in which Provider has failed or refused to satisfy any material obligation provided for in this Agreement. In no event shall the CCCSWA be liable for interest or late charges for any late payments. Notwithstanding the foregoing, no payments will be made to Provider under this Agreement beyond those amounts appropriated and budgeted by the CCCSWA to fund payments under this Agreement.

All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed effective as of the date referenced above by officials who the respective parties covenant have full authority to execute this First Amendment.

CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY

By: _____
David Krueger
Executive Director

Approval as to Form:

Deborah Miller, General Counsel

PROVIDER:
HF&H CONSULTANTS, LLC

By: _____
Rob Hilton
President



Agenda Report

TO: CCCSWA BOARD OF DIRECTORS
FROM: DAVID KRUEGER, EXECUTIVE DIRECTOR
DATE: SEPTEMBER 25, 2025
SUBJECT: BASE RATE APPLICATION FOR RATE YEAR 12

RECOMMENDED ACTION

1. This report is provided for information only. No Board action is required.

DISCUSSION

On September 15, 2025, Republic Services (Republic) submitted its index-based rate application for Rate Year 12 (RY12) to the Authority. Staff has reviewed the rate application and sent clarifying questions to Republic. The review and approval of the rate application will be completed in early October, then staff will begin meeting with the individual member agencies to develop their rate adjustment strategies. Member agencies will have the opportunity to revise their rate strategies before the rates are adopted in January 2026. The rates will take effect on March 1, 2026. RY12 is March 1, 2026 – February 28, 2027. RY12 will be the last rate year of the current franchise agreement.

The RY12 application shows an **increase in Republic's compensation of 5.3%** from RY11. This includes a special rate adjustment of \$2,138,515.02 for meeting the service quality metric of no more than 2,700 missed containers on incomplete single-family routes for 11 of the 12 most recent four-week periods. The increase in Republic's compensation also includes a wage increase of 11% for most Republic drivers. The new collective bargaining agreement between Republic and Teamsters Local 315 became effective on August 24, 2025. Republic's compensation is roughly 75% of the total required revenue from customer rates.



Central Contra Costa Solid Waste Authority

Agenda Report

TO: CCCSWA BOARD OF DIRECTORS
FROM: JUDITH SILVER, SENIOR PROGRAM MANAGER
ASHLEY LOUISIANA, PROGRAM MANAGER
DATE: SEPTEMBER 25, 2025
SUBJECT: 2024 CALRECYCLE ELECTRONIC ANNUAL REPORT (EAR)
AND SB 1383 COMPLIANCE

SUMMARY

On August 1, 2025, the Central Contra Costa Solid Waste Authority (Authority) submitted the 2024 Electronic Annual Report (EAR) to CalRecycle. The EAR is due on August 1 of each year and is the required method to report program metrics and information to CalRecycle to document compliance with legislative requirements including AB 939 and SB 1383.

RECOMMENDED ACTION

1. This report is for information only. No Board action is required.

DISCUSSION

The EAR demonstrates compliance with AB 939, SB 1383 and related State requirements for calendar year 2024. Tables 2-11 are excerpts from the Authority's 2024 EAR. The Authority submits a combined EAR for all member agencies except the County. The Authority provides the County with program information to assist County staff in submitting the EAR that covers unincorporated county areas.

AB 939 Compliance

Per AB 939, every jurisdiction in California is required to divert at least 50% of its waste each calendar year. CalRecycle measures compliance based on how many pounds per resident per day were disposed of in a landfill from each jurisdiction. Landfills and transfer stations throughout the state report to CalRecycle the tons of waste disposed of from each jurisdiction. These disposal figures include unfranchised (self-haul and construction debris) as well as franchised residential and commercial tons (collected by Republic). The Authority can dispose of no more than 4.7 pounds per resident per day to be considered compliant with the 50% diversion mandate. The Authority's **per capita disposal in 2024 was 3.3 pounds**. This means that the Authority exceeded the AB 939 50% annual diversion requirement. Using a methodology provided by CalRecycle, staff calculates a **65% diversion equivalent rate for 2024**.

Table 1 below provides the Authority's per capita disposal amounts between 2015-2024, beginning with the current franchise period. Note that the figures below do not include the Authority's portions of unincorporated County; the County reports separately to CalRecycle.

Table 1
2015-2024 Disposal Target

Year	Authority Pounds Per Capita Per Day Disposal Limit	Pounds Per Capita Per Day Disposal	Total Disposal	CalRecycle Equivalent Diversion Rate	Under Limit
2015	4.7	3.6	115,638	62%	Yes
2016	4.7	3.7	118,105	61%	Yes
2017	4.7	3.7	120,096	61%	Yes
2018	4.7	3.7	118,865	60%	Yes
2019	4.7	3.5	109,156	64%	Yes
2020	4.7	3.5	111,440	63%	Yes
2021	4.7	3.3	106,654	65%	Yes
2022	4.7	3.5	112,195	63%	Yes
2023	4.7	3.4	108,273	64%	Yes
2024	4.7	3.3	104,952	65%	Yes

CalRecycle implemented a new disposal reporting system in the middle of 2019. With the new system, staff saw a notable reduction in disposal between 2018 and 2019, which translates into a higher diversion equivalent rate for the Authority. Improvements in the economy due to recovery from Covid were likely responsible for the uptick in disposal in 2022; in general, disposal increases when the economy improves and vice versa.

SB 1383 Compliance

The Authority has been working on compliance with SB 1383 since 2018. The Authority's Mandatory Organic Waste Disposal Reduction Ordinance (Ordinance No. 21-1) codifies SB 1383 requirements related to customers (homes and businesses) and allows the Authority to enforce compliance on behalf of the member agencies.

SB 1383 requires the Authority to provide three container collection services (organics, recycling, landfill) to all residential and commercial customers, with some exceptions. The carts must be in specific colors and have labels to help customers sort properly. The Authority has been using the required cart colors with labels since 2015 (green for organics, blue for recycling, black or gray for landfill). The Authority may grant waivers to commercial and multifamily dwelling customers who do not generate sufficient organics, or who do not have adequate space to separate their organics. Some customers may also achieve compliance through an alternative method such as self-hauling their organics to a diversion facility.

Table 2 below shows commercial account compliance. The compliant number includes accounts that were compliant by having organics service or by having a waiver granted by the Authority. Total waivers granted are shown in **Table 4**.

Table 2
Commercial Compliance

Member Agency	Total Commercial Accounts	Compliant	Non-Compliant	% Compliant
Danville	327	325	2	99%
Lafayette	292	290	2	99%
Moraga	129	129	0	100%
Orinda	111	111	0	100%
Walnut Creek	849	846	3	99%
County	207	206	1	99%
Total	1,915	1,907	8	99%

Table 3 below shows multifamily complexes with 5 units or more. The compliant number includes accounts that were compliant by having organics service or by having a waiver granted by the Authority.

Table 3
Multifamily Compliance

Member Agency	Total Multifamily Accounts	Compliant	Non - Compliant	% Compliant
Danville	24	24	0	100%
Lafayette	68	67	1	98 %
Moraga	43	43	0	100%
Orinda	5	4	1	80%
Walnut Creek	219	219	0	100%
County	58	58	0	100%
Total	417	415	2	99%

SB 1383 Waivers Issued by RecycleSmart. Below are the number of commercial and multifamily accounts that were granted a waiver from organics service due to insufficient space for three separate carts/bins or due to insufficient (“de minimis”) organics generation. Businesses may request a waiver directly through the Authority’s website. Republic Service’s Sustainability Advisors can recommend accounts that should be considered for a waiver, but only the Authority can approve a waiver. In cases where a waiver is denied, organics service is established by delivery of carts or bins.

Table 4
Commercial and Multifamily
Account Waivers Issued by the Authority

Member Agency	De Minimis Waiver	Physical Space Waiver	Total
City of Lafayette	74		74
Commercial	72		
Multi-Family	2		
City of Orinda	28		28
Commercial	28		
City of Walnut Creek	357	6	363
Commercial	352	4	
Multi-Family	5	2	
Contra Costa County	61	4	65
Commercial	61	2	
Multi-Family		2	
Town of Danville	114	16	130
Commercial	114	11	
Multi-Family		5	
Town of Moraga	34		34
Commercial	33		
Multi-Family	1		
Total	668	26	694

Every single-family account is provided with three containers (organics, recycling, landfill). **Table 5** below shows the number of single-family accounts by member agency. Single-family accounts are not eligible for a waiver;

Table 5
Single-Family Compliance

Member Agency	Total Single-family Accounts	Non - Compliant	% Compliant
Danville	15,572	0	100%
Lafayette	8,353	0	100%
Moraga	4,911	0	100%
Orinda	6,944	0	100%
Walnut Creek	16,030	0	100%
County	15,918	0	100%
Total	67,728	0	100%

Contamination Route Reviews

SB 1383 requires each jurisdiction to review each of its collection routes once annually. A route review involves selecting a random sample of containers on the route and auditing the contents to determine if the materials inside were properly separated by the generator. The accounts audited vary year to year. SB 1383 requires the Authority to inform customers if a route review finds that their materials were not properly sorted. The Authority contracted with SCS Engineers (SCS) to conduct the 2024 Route Reviews for the 69 routes in the service area. These 69 routes include all materials (solid waste, recyclables, organics, commercial food scraps) and all sectors (single-family, multifamily, commercial).

The Authority provided SCS with “Oops” tags to leave on containers with improperly sorted contents, and “Good Job” tags to leave on containers with properly sorted contents. Only single-family carts received tags. Based on previous experience, staff determined that outreach tags left on commercial and multifamily complex containers were unlikely to reach the responsible party who could impact behavior change. After the conclusion of the route reviews, in-person outreach was conducted at commercial and multifamily complex accounts that were identified as having greater than 50% contamination. In addition to in-person technical assistance, SCS used phone calls, emails and letters to provide feedback. All follow-up communication is documented in Recyclist, the software used to track technical assistance and outreach to commercial and multifamily accounts by Republic Services.

Table 6 below shows the number of containers audited, including single-family, multifamily, and commercial containers. Of the 2,012 total audited containers, 950 of the containers had prohibited contaminants, 528 of the containers had no prohibited contaminants, 248 containers were empty, and 172 containers were not set out.¹ The instances of “Contamination Outreach” listed below includes “Oops tags” left at single-family accounts plus other modes of follow up communication targeted to commercial and multifamily accounts.

Table 6
Route Reviews

Member Agency	Containers Audited	Contamination Outreach	Great Job Tags	Empty	No Set Out
Danville	389	181	89	49	36
Contra Costa County	460	213	169	32	28
Lafayette	163	95	38	14	11
Moraga	255	118	92	1	44
Orinda	127	63	31	14	12
Walnut Creek	618	253	109	138	41
Total	2,012	923	528	248	172

For all customer types, “good stuff” (food scraps, food-soiled paper, recyclable containers) was found in the garbage stream. This suggests that there is a continuing need to educate customers and

¹Great job tags were not left on commercial or multifamily account carts or bins.

to facilitate behavior change to achieve higher diversion. The recycling stream had less contamination than the garbage stream. The main contaminants found in the recycling stream were recyclables bagged in opaque garbage bags, loose film plastic and plastic bags, expanded polystyrene (“Styrofoam®”) products, and paper towels.

Consistent with observations in 2023, residents continue to use their organics containers primarily for yard trimmings. Food scraps and food-soiled paper were less common in single-family organics carts. The contamination found in the organics stream was mainly plastic film, plastic bags and plastic bottles. Clear plastic bags are an approved container liner for Food Recycling Project accounts, thus instances of plastic bag liners in those accounts were not counted as contamination.

Outreach and Education

Each year, the Authority provides all customers with information about their requirements to properly sort materials, as well as practices for reducing organic waste, home composting, community composting, local services and programs, and information related to public health and safety, methane reduction benefits, and the negative environmental impacts associated with the landfill disposal of organic waste.

SB 1383 regulations also require the Authority to provide commercial edible food generators with annual information about their requirement to donate edible food, maintain records, and prevent food waste, as well as information on local food recovery organizations.

CalRecycle also requires each member agency to maintain a list of food recovery organizations on each of their respective websites. The Authority has satisfied this requirement by providing content for each Member Agency website:

Moraga – <https://www.moraga.ca.us/520/Recycling-Organics-and-Landfill-Service>

Lafayette – <https://www.lovelafayette.org/why-lafayette/green-lafayette/recycling-organics-landfill-service>

Danville – <https://www.danville.ca.gov/671/Residential-Garbage-Recycling>

Walnut Creek – <https://www.walnutcreekca.gov/government/departments/e-c-o-sustainability/reduce-waste>

Orinda – <https://www.cityoforinda.org/462/Waste-Services>

Contra Costa County (does not have a dedicated RecycleSmart page but does have food recovery information. RecycleSmart links to the County page for the required list of Food Recovery Organizations.) <https://www.cccrecycle.org/230/Food-Recovery>

Other forms of outreach recognized by SB 1383 include the Authority website, ([RecycleSmart.org](https://www.recycle-smart.org)), the quarterly residential newsletter, service guides, labels and posters, direct mailers, videos, brochures, truck signs, local print advertising, paid advertising, social media, Member Agency outreach media, community events, outreach to community groups, direct outreach provided by

Republic, and technical assistance, such as the assistance provided by the Sustainability Advisors.

Edible Food Recovery

The Authority is required to maintain a list of Tier 1 and Tier 2 Commercial Edible Food Generators, provide outreach and education annually as described above, monitor compliance, and increase food recovery capacity and access to edible food recovery organizations (in coordination with Contra Costa County).

In 2024, the Authority had 30 Tier 1 and 35 Tier 2 generators. Tier 1 generator requirements began in 2022 and Tier 2 generator requirements, as well as enforcement for all generators, began January 1, 2024.

Tier					1 (2022) Commercial Edible Food Generators include:	
	Supermarkets & Grocery Stores with 10,000+ square feet	Food Service Providers	Food Distributors	Wholesale food vendors		
				Tier 2 (2024)		
	Large Restaurants	Large Venues & Events	Health Facilities			
						
	State Agency Cafeterias	Hotels	Local Education Agencies			

Commercial Edible Food Generators include:

CalRecycle has stated that jurisdictions must provide outreach and education to Tier 2 school districts and inspect them, then report that information to CalRecycle to conduct enforcement when necessary.

The Authority contracts with Contra Costa Health Services (CCHS) to conduct Tier 1 and Tier 2 inspections (local education agencies are handled separately by the Authority's schools program consultant). SB 1383 does not prescribe a certain number of inspections to be conducted every year but rather allows the jurisdiction to manage the inspection process to determine general compliance throughout the service area.

Table 7 below shows the number of Tier 1 and Tier 2 Commercial Edible Food Generator inspections conducted and associated Notices of Violation (NOVs) issued by CCHS in 2024. NOV's may include compliance issues such as not properly sorting, placing labels on containers, training, and food donation requirements including record keeping. NOV's do not necessarily mean the generator is not donating food. Staff is working with Republic's Sustainability Advisors and a consultant to resolve these NOV's and provide additional technical assistance before assessing fines.

Table 7
Tier 1 & 2 Commercial Edible Food Generator
Inspections and Notices of Violation (NOVs)
Conducted by Contra Costa Health Services in 2024

Member Agency	T1 Inspections	T2 Inspections	Notices of Violation
Danville	1	1	1
Lafayette	1		
Moraga	1	1	1
Orinda	1		
Walnut Creek	1	17	15
County*		2	2
Total	5	21	19

*Unincorporated County inspections are not reported in the Authority EAR.

Water Efficient Landscape Ordinance (WELO) Compliance

SB 1383 requires every jurisdiction to adopt a Water Efficient Landscape Ordinance (WELO). Each member agency has fulfilled this obligation. **Table 8** below shows the total completed projects covered under a WELO in 2024. The County reports this information to CalRecycle separately.

Table 8
Water Efficient Landscape Ordinance

Member Agency	Number of completed WELO projects
Danville	11
Lafayette	1
Moraga	0
Orinda	0
Walnut Creek	0
Total	12

CalGreen Construction & Demolition (C&D) Debris Compliance

SB 1383 requires each jurisdiction to report on the number of covered construction and demolition projects conducted that comply with CalGreen. CalGreen requires that covered projects demonstrate a 65% construction and demolition debris recovery rate on projects that exceed a certain size or cost threshold². See **Table 9** below for the number of completed projects completed in 2024. The County tracks and reports this information separately.

Table 9
Number of C&D Projects 2024

Member Agency	Number of C&D Projects conducted in compliance with CALGreen
Danville	87
Lafayette	229
Moraga	171
Orinda	286
Walnut Creek	1,004
Total	1,773

Organic Waste Product Procurement

In order to create a market demand for finished products derived from organic waste, SB 1383 requires each jurisdiction to procure (or have a direct service provider procure) a certain quantity of finished organic product (compost, mulch, renewable natural gas, and/or electricity from biomass). The procurement requirement set in the SB 1383 regulations is 0.08 tons of recovered organic waste

² The California Green Building Standards code minimum threshold for covered residential projects is all additions or alterations of existing buildings where the addition or alteration increases the building's conditioned area, volume, or size. For commercial: the minimum threshold is additions and alterations whenever a permit is required.

product per resident.

The Authority was able to help the member agencies achieve – and exceed – their original targets through partnerships with EBMUD and the Forward Compost Facility, and through annual compost giveaways and the compost hub located at Heather Farm Park in Walnut Creek. **Table 10 and Table 11** provide additional details. **Table 10** portrays the procurement target established by the SB 1383 regulations; **Table 11** displays the various ways that finished organics products were procured. The Authority reports the County’s allocation of finished organic product to the County for reporting in its EAR.

Table 10
Recovered Organic Waste Procurement Target

Member Agency	Procurement Target	2024 Reported Procurement
Danville	3,512	3,731
Lafayette	2,029	2,168
Moraga	1,346	1,421
Orinda	1,526	1,607
Walnut Creek	5,705	6,254

Table 11
2023 Organic Waste Product Procurement by Source

Member Agency	Electricity from renewable gas (kWh) (EBMUD)	Compost (cubic yards) from two Compost Giveaways events + Compost Hub	Compost (tons) sold to Agriculture from the Forward Compost Facility
Danville	45,681	44	2,037
Lafayette	29,389	25	1,177
Moraga	15,653	17	780
Orinda	16,611	19	885
Walnut Creek	111,487	128	3,309

Implementation Record

SB 1383 requires jurisdictions to maintain all records required by SB 1383 in an implementation record and make those records available to CalRecycle upon request within 10 days. Staff expects that CalRecycle will request to review the Authority’s implementation record in the near future. The Authority maintains the implementation record on behalf of the member agencies and provides

information to the County on a regular basis for its own implementation record.

SB 1383 Local Assistance Grant Program, Second Funding Allocation

For the current round of SB 1383 Local Assistance Grant funds, the Authority was able to apply on behalf of the member agencies rather than each member applying individually. This funding is non-competitive and provides funding to local jurisdictions to implement SB 1383 programs. CalRecycle awarded \$531,371 to the Authority. The County applied separately and shared \$60,000 of its funds with the Authority. Therefore, the Authority has \$591,371 for SB 1383 related programs in FY 2025 and 2026. Of that, \$278,681.09 was spent in FY 2025 and the remainder of \$312,689.91 will be spent in FY 2026 and FY 2027. The grant funds must be spent by November 1, 2026.

The Authority, based on guidance from the Board in December 2023, utilized a portion of the funds to conduct a waste characterization study in March 2025. Staff will present findings from the study at the October 2025 Board meeting. Other uses of the funds include annual route reviews, inspections of Tier One and Tier Two edible food generators, technical assistance to assist Tier One and Tier Two generators to maximize food donation, and general outreach and education to address trends in contamination behaviors found through the route review program.

CONCLUSION

The Authority has met and continues to significantly exceed program implementation and diversion and disposal requirements.

The Authority is close to meeting all SB 1383 obligations.

The current round of CalRecycle SB 1383 Local Assistance Grant Funds enabled the Authority to continue meeting the regulatory requirements of SB 1383 without having to fund these programs through solid waste rates until the close of FY 2025.



Agenda Report

TO: CCCSWA BOARD OF DIRECTORS
FROM: DAVID KRUEGER, EXECUTIVE DIRECTOR
DATE: SEPTEMBER 25, 2025
SUBJECT: EXECUTIVE DIRECTOR'S MONTHLY REPORT

SUMMARY

Central Contra Costa Solid Waste Authority (Authority) staff performs high-level programmatic and administrative tasks each month to provide outreach and education to residents, businesses, and schools to increase diversion and instill waste prevention practices. Staff manages the franchise agreements and customer service in addition to monitoring monthly reporting by our service providers. Staff also interacts with Member Agency staff, community groups, and regional partners on a variety of topics including SB 1383, legislation, and industry best practices.

RECOMMENDED ACTION

1. This report is provided for information only. No Board action is required.

DISCUSSION

Notable Events:

- Staff attended the regularly scheduled Canyon Community Meeting on August 24 at 6:00 p.m. to discuss Canyon's joining the Authority in 2027. Currently Canyon residents have individual solid waste carts at their homes, but shared community containers located near Canyon Elementary School for recyclables and organics. Per the new collection franchise agreement, Canyon residents will also be able to have individual carts for recyclables and/or organics starting March 1, 2027. For logistical reasons, we are asking the whole community to pick the same collection system. We have offered them two options: 1) Individual solid waste, shared recyclables, and shared organics; 2) Individual solid waste, individual recyclables, and individual organics. At the meeting the community requested a third option: 3) Individual solid waste, individual organics, and shared recyclables. The system they select will not impact their garbage rates. The community is going to organize a process to get input

on the various options and come to a decision as a group. Other related issues discussed at the meeting were: The potential lack of space for some residents to set out more than one individual cart in areas accessible to Republic's truck; lack of community awareness about the current shared organics containers; service problems with the current shared organics containers; illegal dumping; and raccoons scavenging from containers. The August meeting was attended by David Krueger and Ashley Louisiana from RecycleSmart, David Brockbank from the County, Susan Hurl of Republic, and Jill Ray from Supervisor Andersen's staff. There were approximately 30 Canyon residents at the meeting.

- On August 22 staff received a proposal from MDRR to provide Reuse & Cleanup Day services after their current agreement expires on February 28, 2027. Per prior Board direction, staff is entering into sole source negotiations with MDRR for these services. MDRR will be taking on some services (Cleanup Day, holiday tree collection, on-call collection of extra solid waste, collection of bulky items and electronics) that are currently performed by Republic. As staff requested, MDRR provided a proposal to expand the Reuse & Cleanup Day program to all multi-family dwellings, and also provided an itemized cost proposal to collect illegally dumped materials in our service area. Staff will negotiate with MDRR, checking in with the Franchise Vendor Selection Committee for guidance, then the Committee and staff will make a recommendation to the Board regarding pricing and services.
- As described in the Third Amendment to the Republic franchise agreement, the new service quality metric is 2,700 or fewer missed container pickups from residential subscribers on incomplete routes in a four-week period. Republic is entitled to a special rate increase in RY 12 that is based on the number of four-week periods in which they met the service quality metric. Because they met the service quality metric in 11 of the 12 four-week periods, they will receive a special rate increase of \$2,138,515.02 in RY 12 (March 2026 – February 2027).

Period	Four-Week Period Beginning	Number of Missed Residential Collections	Metric Met (2,700 or fewer)
1	October 14, 2024	1,187	Yes
2	November 11, 2024	1,808	Yes
3	December 9, 2024	2,165	Yes
4	January 6, 2025	3,658	No
5	February 3, 2025	1,335	Yes
6	March 3, 2025	1,076	Yes
7	March 31, 2025	1,839	Yes
8	April 28, 2025	990	Yes
9	May 26, 2025	2,655	Yes
10	June 23, 2025	2,205	Yes
11	July 21, 2025	881	Yes
12	August 18, 2025	1,974	Yes

Completed and Ongoing Activities:

The August monthly **Member Agency liaison meeting** included an update on the selection of Republic Services as the collection vendor for the new franchise, information about the \$3,000 community waste Reduction grant, the two new 3-stream Big Belly stations in downtown Walnut Creek, and how to address the problem of having businesses leaving carts and bins out too long before or after service. In addition, Anna Tolle has left the City of Lafayette for a new position with the City of Sacramento; Nichole Zittel is the new RecycleSmart liaison from the City of Lafayette. Welcome Nichole! At the September monthly Member Agency liaison meeting, we discussed the upcoming repair café in Lafayette, the issue of carts and bins staying out on the street for too long before and/or after servicing, requested paper procurement records for our SB 1383 recordkeeping obligations, and provided updates on the upcoming route reviews (week of October 13), the summer camps and the compost hub.

Member Agency Liaisons			
Name & Member Agency	Title	Email	Phone (925)
David Brockbank, County	Conservation Program Manager	David.Brockbank@dcd.cccounty.us	655-2911
Cat Bravo, Danville	Management Analyst	cbravo@danville.ca.gov	314-3377
Nichole Zittel	Associate Planner	nzittel@ci.lafayette.ca.us	299-3211
Darin Hughes, Orinda	Assistant Planner	dhughes@cityoforinda.org	253-4269
Cassius Carandang, Moraga	Assistant Planner	ccarandang@moraga.ca.us	888-7042
Candice Rankin Mumby, Walnut Creek	Sustainability Manager	rankinmumby@walnut-creek.org	943-5899 x2304

Repair Café. Don't toss it – repair it! The Authority will host its fourth Repair Café in partnership with Sustainable Rossmoor, Republic Services and the Lafayette Library Foundation from 10:00-1:00pm on Saturday, September 27, in the Don Tatzin Community Hall at the Lafayette Library located at 3491 Mt. Diablo Boulevard. This is a FREE event where residents can bring small home appliances, jewelry, bikes, electronics and clothing for repair by local volunteer fixers!



2025 Route Reviews October 13-17. The Authority has contracted with SCS Engineers and Zabble to conduct the 2025 residential and commercial/multifamily route reviews. Field work will take place between October 13-17. SB 1383 requires each jurisdiction to review its 69 collection routes once annually. A route review involves selecting a random sample of containers on a route and auditing the contents to determine if the materials inside were properly separated by the generator, thus the accounts audited vary year to year. Each member agency will receive information from the Authority about the reviews to place in city/town e-blasts.



Annual California Resource Recovery Association (CRRA) Conference and Presentation. Judith Silver was selected to present at the CRRA annual conference in Monterey on August 4. She presented on the Authority's commercial food scraps to energy program (Food Recycling Project). This program supports commercial food generators by collecting food scraps, grinding them at Republic's Transfer Station, and transferring them to the East Bay Municipal Utilities District (EBMUD) waste water treatment facility in Oakland for anaerobic digestion to create energy.

New Training Video for commercial accounts on the Food Recycling Project. Authority staff and Republic Services developed a new training video to help commercial food generators participating in the Food Recycling Project sort properly, reduce contamination and educate employees annually as required by SB 1383. The video will be available on the RecycleSmart website: www.RecycleSmart.org/FoodWaste.

Sustainable Rossmoor monthly meeting. The Authority was asked to present at the monthly meeting of Sustainable Rossmoor on September 2 at 7:00 p.m. Ashley Louisiana, Jen Faught, Judith Silver, and David Krueger presented. There were approximately 30 Sustainable Rossmoor members in attendance. Staff provided a deep understanding of the relationship between RecycleSmart, its franchised service providers, and member jurisdictions who collaborate to provide efficient and high-quality prevention, reuse, recycling, and composting programs. The role of RecycleSmart was explored through its outreach and education resources and history of implementing award winning diversion programs in central Contra Costa County. The team provided a glimpse into a thorough public bidding process and outcomes that will shape services over the next decade.

Rossmoor residents had many questions about what goes where, how to conveniently dispose of household hazardous waste, and how California is managing plastic waste.

CalRecycle Household Hazardous Waste (HHW) Grant. The Authority partnered with the California Product Stewardship Council (CPSC) to submit a CalRecycle grant application for \$100,000 to host a free community HHW drop-off event and conduct a public outreach campaign on proper disposal of HHW. The Authority has a 5-year Board-adopted resolution allowing the Director to submit grant applications in a timely manner. If awarded, staff will provide additional planning information to the Board at a future meeting. To learn more about this grant opportunity visit <https://calrecycle.ca.gov/homehazwaste/grants/cycle45/>.

CalRecycle SB 1383 grant term extended. The current SB 1383 Local Assistance grant term has been extended. Originally, the grant funds had to be spent by April 1, 2026. The new date is November 1, 2026.

Community Events

The Authority will have an outreach booth and/or will provide recycling and composting waste stations in partnership with Republic Services at the following **community events in September and October**:

- Moraga Farmers Market, September 7
- Lafayette Art & Wine Festival, September 20-21
- Moraga Pear Festival, September 27
- Mid-Autumn Asian Cultural Festival, October 4
- Danville Oktoberfest, October 19

Board Orientation and Reuse/Recycling Tours

On August 28 staff hosted new Board Member Stella Wotherspoon (Lafayette) for an orientation and tour of the MDRR Reuse facility and Material Recovery Facility. On September 16, staff hosted new Board Member Steve Woehleke (Moraga) for an orientation and facility tour. The purpose of these meetings is to help new Board Members understand the Authority's programs and responsibilities. Welcome to our new Board Members! Danville City Manager Tai Williams also attended the August 28 tour and orientation.

Staff participated in or attended the following meetings in August and September 2025

- California Resource Recovery Association annual conference, August 4-6
- California Organics Recycling Council Monthly Meeting, August 8 & September 12
- Sodexo school nutrition staff training, August 9
- Bay Area Recycling Outreach Coalition meeting, August 12
- Lafayette Environmental Task Force, August 14
- Lafayette Coffee with the Mayor, August 22
- Canyon community meeting, August 24
- California Product Stewardship Commission Associates meeting, September 1
- Orinda Community Meeting, September 9
- Contra Costa County Sustainability Exchange, September 11
- Sustainable Contra Costa Gala, September 17
- Moraga Community Meeting, September 19
- Zero Waste Now Coalition Meeting, September 22

Future Agenda Items

TYPE	BOARD MEETING: 10/23/2025
C	Approve 09/25/2025 Minutes
I	Waste Characterization Study Report
I	Executive Director's Monthly Report
I	Final 2025 Legislation Report

TYPE	BOARD MEETING: 12/11/2025
C	Approve 10/23/2025 Minutes
C	Approve 2026 Board of Directors Meeting Schedule
C	Receive Fiscal Year Financial Statement & Independent Auditors Report
A	Approve Fiscal Year 2024-25 Funds in Excess of Reserve
I	Executive Director's Monthly Report
P	Solid Waste Collection Rates for Rate Year 12

TYPE	BOARD RETREAT: 1/22/2025
C	Approve 12/11/2025 Minutes
A	Adoption of Solid Waste Collection Maximum Rates for Rate Year 12
I	Executive Director's Monthly Report

TYPE

- C – Consent Item
- A – Action Item
- I – Information Item
- P – Presentation

Janna McKay

Subject:

FW: Meant to share this week - Newsletter



Nancy Hu

1h · 🌐



I love that RecycleSmart is featuring a family we know and love, sharing their tips on reducing waste at home :). My kiddo was on Coach Knolle's team with Johnny as his teammate this past season with Lafayette Little League.

Yay for the Knolle family!

<https://www.recyclesmart.org/newsletter-summer-2025>



Remarkable recyclers in Lafayette

Get to know the Knolles!

A few months ago, we started a search for a real family to share their stories of waste reduction, reuse, and recycling. Now we're ready to introduce them to you... Say hello to the Knolles!

Laura, John, and their two boys Johnny (10) and Jordan (7) from Lafayette know a thing or two about how to reduce waste at home—which makes them the perfect poster family for RecycleSmart.

Each issue of the newsletter, we'll follow the Knolles on their journey to reduce more waste, picking up some useful tips along the way...



Episode 1: Stand by your plan

The Knolles' waste reduction journey began with tackling trouble spots and identifying opportunities for improvement. Laura keeps a log of the family's habits, marking what they throw away, what they recycle, and where there's room for improvement. Tracking just a week's worth of waste helped them figure out some changes that would make a big difference.

One of the first discoveries Laura made was that the family consumed a lot of single-use paper products like napkins and paper towels. They switched to reusable materials—cloth napkins for everyday use and washable rags instead of paper towels. The family keeps baskets in the pantry: one each for clean and dirty napkins, so they're easy to find and easy to gather up for washing. A similar strategy works under the sink for rags. Keeping reusables in reach makes it easy for the whole family.

Another area for improvement was cleaning products. Many warehouse stores sell large containers of soap and detergents that you can use to refill smaller bottles around the house. Those big containers save you money over smaller containers, too. Saving money and reducing waste is

Meet the Scrappy Volunteers Rescuing Fruit From Your Backyard

[Luke Tsai](#), Aug 26



A ForestR volunteer picks apples from a backyard orchard on private property in Martinez on Aug. 12, 2025. (*Gustavo Hernandez/KQED*)

It was around 9 p.m. on a recent Sunday when the four-alarm email came through: A large number of volunteers were needed in Brentwood first thing Wednesday morning to harvest 80 peach trees — ideally before all of the lovely, softball-sized fruit dropped to the ground and went to waste.

With apologies for the short notice, the email asked, might I be able to help?

These are the kinds of messages that pop into your inbox when you join [Contra Costa Fruit Rescue](#)'s scrappy band of volunteer fruit pickers. The volunteers harvest surplus cherries, peaches, apples and pears — whatever's in season — from backyard orchards throughout Contra Costa County, donating the rescued fruit to local food pantries and soup kitchens.

Fruit Rescue is just one of a handful of fruit gleaning operations overseen by the Castro Valley-based nonprofit ForestR, which runs similar programs in [Dixon](#) and [Castro Valley](#). And while a peach emergency might not seem like the *most* pressing matter during this era

of [ICE raids](#) and [free speech crackdowns](#), the group's efforts are making a real impact. So far in 2025, in Contra Costa County alone, Fruit Rescue has harvested and donated more than 75,000 pounds of usable fruit that would have otherwise gone to waste.

Those donations are even more crucial now, with the country teetering on the [brink of a recession](#) and [food insecurity on the rise](#). Program lead Pat Schultz says the food banks she works with have seen their budgets slashed by a quarter or more, the result of [funding cuts by both the Trump administration and the state of California](#). Meanwhile, the number of people who need food assistance [has only gone up](#) since the height of the pandemic.



ForestR CEO Nimone Li-Hardisty (left) and Pat Schultz, program lead and Lamorinda area harvest leader, stop at their first location of the morning — a Martinez home registered for “gleaning,” the practice of harvesting excess crops to donate to food partners. (*Gustavo Hernandez/KQED*)

“Especially with the high cost that we have in the Bay Area, it’s easy to go from ‘everything is fine’ to ‘I’m on the street or food insecure.’ Most people are one month away from disaster,” Schultz says. “The need for this type of work is only increasing.”

Even apart from the altruistic aspect of the work, Fruit Rescue’s gleaning events — which are open to anyone who signs up through the group’s [Eventbrite page](#) — are a fun, family-friendly way to spend a morning. The aforementioned peach-picking session didn’t wind up happening (backyard fruit can be a fickle enterprise), but my nine-year-old daughter and I drove out to Martinez’s Alhambra Valley on an impossibly clear-skied Tuesday morning to harvest about a dozen Bartlett pear trees in a tidy, picturesque frontyard orchard.



Amber Martinez, who heads up Fruit Rescue’s Martinez gleaning events, showed us how to use long, lacrosse-stick-like fruit-picker poles to nudge the ripe pears off the tree branches and gave a quick rundown of dos and don’ts. (DON’T climb the trees. DO place squishy, rotten pears into blue buckets so they can be composted later.) Working alongside seven or eight other volunteers — mostly affable retirees for this midweek session — we picked the trees clean in about an hour and a half, ready to move on to the next harvest site.

As an added bonus? The pears were so plentiful that each volunteer wound up taking home a bagful for themselves — including fruit with slight imperfections that many food pantries can’t accept.



Nancy Hobart, the homeowner, says she's had fruit gleaners come harvest the pear and Fuyu persimmon trees on her property for the past 15 years because she hates to see food going to waste. Fruit Rescue has been the most reliable of these services. "They're so professional," she says. "There's hardly a leaf left out in the orchard."

Nimone Li-Hardisty says she and her husband, Yonaton Hardisty, founded ForestR — the nonprofit that operates Fruit Rescue — shortly after a conversation with their then-teenage children, who told them they weren't planning on ever having kids of their own. "The world is burning," Li-Hardisty recalls her children saying. "You guys messed it up." Today, she remembers that conversation as an "oh shit" moment that made her want to be proactive about improving the planet. "We don't want our kids to have to be on Mars," she says.

As Li-Hardisty explains it, ForestR takes a highly localized, three-pronged approach to environmental beautification that includes cleaning (mainly of a stretch of highway in Castro Valley), greening (e.g. through planting trees and creating small "[pocket parks](#)") and gleaning.



Schultz, the Contra Costa Fruit Rescue lead, joined forces with ForestR in 2022 to revive the gleaning program she'd been involved in for about a decade but had shut down during the pandemic. A retired music teacher, Schultz says her interest in food rescue stems from her Depression-era parents, who taught her that wasting food was not okay. "They were the original recyclers," she says.

Here in the Bay Area, Schultz says interest in this kind of work accelerated during the pandemic, which "made people far more aware of food," she says. Suddenly, in affluent parts of Contra Costa County like Lafayette, where Schultz lives, "You had to stand in line

[at the grocery store,] and you may or may not get what you want.” Many people started gardening during that time, getting in touch with their yards in a deeper way — and they wanted to make sure the food they grew wouldn’t go to waste.

The upshot is that more and more people have [reached out to Fruit Rescue](#) to have their fruit trees gleaned. And it isn’t primarily folks like Hobart who have mini-orchards, essentially, in their yard, Schultz stresses. Most of the people who participate in the program only have one or two trees. “But one apple tree can easily yield 200 to 300 pounds,” she says. “One grapefruit tree can be 400 pounds.” In fact, Schultz says there’s one elderly gentleman who calls her every year about his apple tree, which only yields 10 pounds of apples — “but for him, it’s critical that this fruit not go to waste.” Schultz goes by herself each year to personally harvest his tree.



Fruit Rescue isn’t unique. A handful of similar organizations operate around the Bay Area, like [Village Harvest](#), which is mostly based in the South Bay and Peninsula, and [Urban Tilt](#), which oversees a network of small backyard orchards in Richmond. But these gleaning programs aren’t exactly super-common either, which is why Schultz hopes fruit lovers in other cities might be inspired to replicate Fruit Rescue and ForestR’s model.

My own Tuesday morning fruit expedition ended at another backyard orchard in Martinez. There, a single large apple tree had at least three different varieties of apples grafted onto it, including a crop of Pink Ladies that were wonderfully crisp and tart straight off the tree.

The final tally for a couple of hours of work? 974 pounds of apples and pears, all donated to Concord's [White Pony Express](#), whose food rescue program distributes the surplus fruit to food pantries and other nonprofit service providers across the region.

In the end, Schultz says, the bottom-line goal is simple: "To get the fruit and then get it to someone who can use it."

[Contra Costa Fruit Rescue](#) posts upcoming gleaning events on its [website](#) and [Eventbrite page](#). Right now, mostly pears and apples are being harvested, including events in Walnut Creek and on Bethel Island on Saturday, Aug. 30, and one in Lamorinda on Sunday, Aug. 31. On Saturday, Sept. 6, Fruit Rescue will harvest several backyard orchards in the Pleasanton/San Ramon/Danville area. Fill out this [online form](#) to register your own fruit tree(s) to be gleaned.

ForestR will be at the [Castro Valley Fall Festival](#) on Sept. 6 and 7, where it will give away fruit and sell homemade jams made from the gleaned fruit.