
**BURBANK SANITARY DISTRICT
SPECIAL MEETING AGENDA FOR
June 17, 2025 at 1:00 PM**

The meeting will be held at 1:00 p.m. in person at District Office, 20863 Stevens Creek Boulevard, Suite 100, Cupertino, CA 95014 and via teleconferencing and anyone interested may also call in. [call (866) 899-4679 Conference ID: 785-518-013]

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. APPROVAL OF AGENDA**
- 4. PUBLIC COMMENTARY** – This area is reserved for items **not** listed on the agenda. The Brown Act does not allow discussion of or action on items not on the agenda. The Board may briefly respond to comments or questions from members of the public, provide a reference to staff or other resources for factual information, or direct staff to place the issue on a future agenda. There is a three (3) minute limit for individual speakers.
 - 4.A. Visitor Commentary
 - 4.B. Agency Representatives
 - 4.C. Board Commentary
- 5. PUBLIC HEARING**
 - 5.A. Public Hearing on Taxroll Collection for FY2025-2026.
 1. Staff Presentation
 2. Open Public Hearing and Receive Testimony
 3. Close Public Hearing
 4. Board Discussion
 5. Board Action – Adopt Resolution No. 298
- 6. CLOSED SESSION**
 - 6.A. CONFERENCE WITH LEGAL COUNSEL –EXISTING LITIGATION

Government Code Section 54956.9(d)(1) Name of Case: County Sanitation District 2-3, West Valley Sanitation District, Cupertino Sanitary District, Burbank Sanitary District and the City of Milpitas v. The City of San Jose, The City of Santa Clara, and Does 1 through 50 inclusive.
- 7. CONSENT CALENDAR**
 - 7.A. Approval of Minutes. Board action required: Approve Meeting Minutes from 5/20/25.
- 8. WARRANTS**
 - 8.A. Approval of Warrants. Board action required: Approve three (3) warrants.
 1. Mark Thomas & Company, Inc. (District Management Services)
 2. First Tech Federal Credit Union (Board of Directors' Payroll)
 3. GreenWaste Recovery, LLC (Clean Up Day Expenses)
- 9. NEW BUSINESS**
 - 9.A. LAFCO Meeting May 14, 2025, Debrief. Board action required: None.
- 10. UNFINISHED BUSINESS**
 - 10.A. Memorandum of Understanding (MOU) – California Integrated Waste Management Act of 1989. Board action required: President to sign the MOU via DocuSign which was sent by the Clerk office of the Board of Supervisors.
 - 10.B. BSD Lower Lateral CIP Project Update. Board action required: None.
 - 10.C. District Proposed Budget FY2025-26. Board action required: Review and adopt District Budget FY25-26.
 - 10.D. GreenWaste Recovery, Inc. – Annual Spring Clean Day Report. Board action required: None.
 - 10.E. Report on CASA Conference 2025. Board action required: None.
 - 10.F. District Website Update. Board action required: None.
 - 10.G. Cyber Security Update. Board action required: None.

11. HOUSEKEEPING ITEMS

- 11.A. Updates on Housekeeping Items. Board action required: None.
- 11.B. Agenda Items for Next Meeting. Board action required: None.

12. ADJOURNMENT: NEXT REGULAR MEETING – Tuesday, July 1, 2025

In compliance with the Americans with Disabilities Act of 1990, if you need special assistance to participate in a District meeting, or you need a copy of the agenda, or the agenda packet, in an appropriate alternative format, please contact the District Administrator's office at (408) 255-2137. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the District staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service. In accordance with California Government Code Section 54957.5, any writing or document that is a public record, relates to an open session agenda item, and is distributed less than 72 hours prior to a regular meeting will be made available for public inspection at the District Office. If, however, the document or writing is not distributed until the regular meeting to which it relates, then the document or writing will be made available to the public at the location of the meeting, as listed on this agenda.

* Pursuant to Government Code 54954 subsection b, subsection 4, this facility constitutes the closest meeting facility for the Burbank Sanitary District, since the District has no other meeting facility within the boundaries of the territory, over which the Burbank Sanitary District exercises jurisdiction.

BURBANK SANITARY DISTRICT

5. PUBLIC HEARING

5.A. Public Hearing on Taxroll Collection for FY2025-26

1. Staff Presentation
2. Open Public Hearing and Receive Testimony
3. Close Public Hearing
4. Board Discussion
5. Board Action – Adopt Resolution No. 298

Burbank Sanitary District - FY2025-2026 Tax Roll Summary

Users	FY2024-25 Total Amount	FY2024-25 Total User	FY2025-26 Total Amount	FY2025-26 Total User	Difference from Last Year	% Difference from Last Year	Comments
<u>Residential</u>							
Single Family Residence	\$ 722,082.60	795	\$ 722,082.60	795	\$ -	0%	
Accessory Dwelling Unit (ADU)	\$ 144,317.52	227	\$ 146,224.80	230	\$ 1,907.28	1%	New ADUs
Multiple Family Residence	\$ 436,476.24	586	\$ 436,476.24	586	\$ -	0%	
<u>Commercial</u>							
Retail	\$ 36,012.00	39	\$ 33,907.12	39	\$ (2,104.88)	-6%	less water consumption
Garage	\$ 2,820.96	1	\$ 2,820.96	1	\$ -	0%	
Restaurant	\$ 7,514.04	2	\$ 8,499.00	2	\$ 984.96	13%	More water consumption
School	\$ 5,074.01	1	\$ 5,538.45	1	\$ 464.44	9%	More water consumption
Total	\$ 1,354,297.37	1651	\$ 1,355,549.17	1654	\$ 1,251.80	0.1%	

APN	Amount
274-16-014	\$5,538.45
274-16-015	\$13,407.12
274-16-016	\$908.28
274-16-017	\$908.28
274-16-018	\$2,179.80
274-16-019	\$908.28
274-16-020	\$1,544.04
274-16-021	\$908.28
274-16-031	\$2,979.36
274-16-032	\$908.28
274-16-033	\$908.28
274-16-034	\$2,234.52
274-16-035	\$1,544.04
274-16-036	\$4,469.04
274-16-037	\$1,544.04
274-16-038	\$908.28
274-16-039	\$1,544.04
274-16-040	\$908.28
274-16-041	\$711.12
274-16-042	\$3,724.20
274-16-043	\$1,544.04
274-16-044	\$908.28
274-16-045	\$4,469.04
274-16-046	\$2,979.36
274-16-047	\$1,544.04
274-16-048	\$2,234.52
274-16-057	\$4,469.04
274-16-058	\$1,544.04
274-16-059	\$908.28
274-16-060	\$908.28
274-16-061	\$908.28
274-16-062	\$1,544.04
274-16-064	\$908.28
274-16-071	\$908.28
274-17-002	\$908.28
274-17-003	\$908.28
274-17-004	\$908.28
274-17-005	\$1,544.04
274-17-006	\$2,234.52
274-17-007	\$908.28
274-17-008	\$1,544.04
274-17-009	\$908.28
274-17-010	\$908.28
274-17-018	\$711.12
274-17-019	\$711.12
274-17-020	\$711.12
274-17-021	\$711.12

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APN	Amount
274-17-022	\$711.12
274-17-023	\$711.12
274-17-025	\$908.28
274-17-026	\$2,979.36
274-17-027	\$2,234.52
274-17-028	\$1,544.04
274-17-030	\$2,234.52
274-17-031	\$2,234.52
274-17-032	\$2,234.52
274-17-033	\$2,979.36
274-17-034	\$908.28
274-17-035	\$908.28
274-17-036	\$2,234.52
274-17-037	\$1,544.04
274-17-039	\$711.12
274-17-043	\$1,544.04
274-17-044	\$1,544.04
274-17-045	\$1,544.04
274-17-046	\$1,544.04
274-17-047	\$2,979.36
274-17-048	\$5,213.88
274-17-049	\$908.28
274-17-050	\$908.28
274-17-051	\$5,958.72
274-17-052	\$908.28
274-17-053	\$2,234.52
274-17-054	\$1,544.04
274-17-055	\$908.28
274-17-056	\$908.28
274-17-057	\$908.28
274-17-058	\$2,979.36
274-17-059	\$2,234.52
274-17-060	\$3,724.20
274-17-061	\$5,213.88
274-17-062	\$2,234.52
274-17-063	\$1,544.04
274-17-071	\$711.12
274-17-073	\$908.28
274-17-074	\$2,234.52
274-17-077	\$908.28
274-17-081	\$2,979.36
274-17-082	\$2,979.36
274-17-083	\$5,958.72
274-17-084	\$4,469.04
274-17-086	\$1,544.04
274-17-088	\$711.12
274-18-001	\$908.28

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APN	Amount
274-18-002	\$711.12
274-18-004	\$997.18
274-18-008	\$711.12
274-18-009	\$908.28
274-18-011	\$908.28
274-18-014	\$908.28
274-18-015	\$908.28
274-18-016	\$908.28
274-18-017	\$1,544.04
274-18-018	\$908.28
274-18-019	\$908.28
274-18-021	\$4,469.04
274-18-022	\$1,544.04
274-18-023	\$908.28
274-18-024	\$2,979.36
274-18-025	\$2,234.52
274-18-026	\$1,544.04
274-18-027	\$908.28
274-18-028	\$1,544.04
274-18-029	\$908.28
274-18-030	\$5,213.88
274-18-031	\$5,213.88
274-18-032	\$1,544.04
274-18-033	\$908.28
274-18-035	\$2,979.36
274-18-036	\$5,958.72
274-18-037	\$908.28
274-18-038	\$908.28
274-18-039	\$908.28
274-18-040	\$1,544.04
274-18-041	\$908.28
274-18-042	\$1,544.04
274-18-043	\$908.28
274-18-044	\$1,544.04
274-18-045	\$908.28
274-18-046	\$908.28
274-18-047	\$908.28
274-18-048	\$1,544.04
274-18-049	\$1,544.04
274-18-050	\$1,544.04
274-18-051	\$4,469.04
274-18-052	\$908.28
274-18-053	\$1,544.04
274-18-054	\$1,544.04
274-18-055	\$908.28
274-18-056	\$908.28
274-18-057	\$7,448.40

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APN	Amount
274-18-058	\$1,544.04
274-18-059	\$908.28
274-18-060	\$2,979.36
274-18-061	\$1,544.04
274-18-062	\$1,544.04
274-18-063	\$1,544.04
274-18-064	\$2,979.36
274-18-065	\$908.28
274-18-066	\$908.28
274-18-067	\$908.28
274-18-068	\$908.28
274-18-069	\$908.28
274-18-070	\$908.28
274-18-071	\$908.28
274-18-072	\$908.28
274-18-073	\$908.28
274-18-075	\$711.12
274-18-080	\$4,469.04
274-18-081	\$4,469.04
274-19-001	\$908.28
274-19-002	\$908.28
274-19-003	\$908.28
274-19-004	\$1,544.04
274-19-005	\$4,469.04
274-19-006	\$908.28
274-19-007	\$1,544.04
274-19-008	\$908.28
274-19-009	\$1,544.04
274-19-010	\$1,544.04
274-19-011	\$908.28
274-19-012	\$2,234.52
274-19-013	\$2,979.36
274-19-014	\$908.28
274-19-015	\$908.28
274-19-016	\$908.28
274-19-017	\$1,544.04
274-19-018	\$1,544.04
274-19-019	\$3,724.20
274-19-020	\$1,544.04
274-19-021	\$908.28
274-19-022	\$908.28
274-19-023	\$908.28
274-19-027	\$908.28
274-19-030	\$1,544.04
274-19-031	\$908.28
274-19-032	\$4,469.04
274-19-033	\$1,544.04

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APN	Amount
274-19-034	\$908.28
274-19-035	\$1,544.04
274-19-036	\$4,469.04
274-19-037	\$908.28
274-19-038	\$908.28
274-19-041	\$908.28
274-19-042	\$908.28
274-19-044	\$908.28
274-19-045	\$908.28
274-19-046	\$1,544.04
274-19-047	\$1,544.04
274-19-048	\$1,544.04
274-19-050	\$2,234.52
274-19-051	\$2,979.36
274-19-052	\$2,179.80
274-19-062	\$908.28
274-19-055	\$2,979.36
274-19-056	\$908.28
274-19-057	\$908.28
274-19-058	\$908.28
274-19-064	\$2,234.52
274-41-006	\$908.28
274-41-007	\$1,544.04
274-41-008	\$908.28
274-41-009	\$908.28
274-41-010	\$908.28
274-41-011	\$908.28
274-41-012	\$1,544.04
274-41-013	\$2,234.52
274-41-014	\$1,544.04
274-41-015	\$908.28
274-41-016	\$908.28
274-41-017	\$908.28
274-41-018	\$908.28
274-41-019	\$908.28
274-41-020	\$908.28
274-41-021	\$908.28
274-41-022	\$908.28
274-41-024	\$908.28
274-41-025	\$908.28
274-41-026	\$908.28
274-41-027	\$1,544.04
274-41-028	\$908.28
274-41-029	\$1,544.04
274-41-030	\$908.28
274-41-031	\$908.28
274-41-032	\$908.28

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APN	Amount
274-41-033	\$908.28
274-41-034	\$908.28
274-41-035	\$908.28
274-41-036	\$1,544.04
274-41-037	\$908.28
274-41-038	\$908.28
274-41-042	\$2,234.52
274-41-044	\$1,544.04
274-41-047	\$1,544.04
274-41-048	\$1,544.04
274-41-049	\$908.28
274-41-116	\$1,544.04
274-41-117	\$1,544.04
274-41-054	\$1,544.04
274-41-055	\$908.28
274-41-056	\$908.28
274-41-064	\$711.12
274-41-068	\$711.12
274-41-074	\$5,526.72
274-41-080	\$1,544.04
274-41-081	\$6,703.56
274-41-091	\$1,544.04
274-41-092	\$908.28
274-41-093	\$908.28
274-41-095	\$2,234.52
274-41-096	\$2,234.52
274-41-099	\$711.12
274-41-101	\$711.12
274-41-103	\$1,544.04
274-41-104	\$908.28
277-05-004	\$2,820.96
277-05-005	\$711.12
277-05-006	\$711.12
277-05-008	\$711.12
277-05-011	\$1,455.96
277-05-013	\$908.28
277-05-015	\$908.28
277-05-016	\$908.28
277-05-017	\$908.28
277-05-018	\$908.28
277-05-019	\$908.28
277-05-021	\$908.28
277-05-022	\$1,544.04
277-05-023	\$908.28
277-05-024	\$2,979.36
277-05-026	\$908.28
277-05-027	\$2,234.52

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APN	Amount
277-05-028	\$2,979.36
277-05-030	\$711.12
277-06-001	\$2,979.36
277-06-002	\$1,544.04
277-06-003	\$2,234.52
277-06-004	\$2,979.36
277-06-005	\$908.28
277-06-006	\$2,234.52
277-06-007	\$1,544.04
277-06-008	\$908.28
277-06-009	\$908.28
277-06-010	\$908.28
277-06-011	\$1,544.04
277-06-012	\$908.28
277-06-013	\$2,979.36
277-06-014	\$908.28
277-06-015	\$1,544.04
277-06-017	\$1,544.04
277-06-018	\$908.28
277-06-019	\$908.28
277-06-020	\$1,544.04
277-06-021	\$711.12
277-06-025	\$711.12
277-06-026	\$908.28
277-06-027	\$908.28
277-06-028	\$1,544.04
277-06-029	\$908.28
277-06-030	\$908.28
277-06-031	\$1,544.04
277-06-032	\$908.28
277-06-033	\$1,544.04
277-06-034	\$908.28
277-06-035	\$908.28
277-06-036	\$908.28
277-06-037	\$1,544.04
277-06-038	\$1,544.04
277-06-039	\$2,234.52
277-06-040	\$2,979.36
277-06-041	\$908.28
277-06-042	\$908.28
277-06-043	\$1,544.04
277-06-044	\$1,544.04
277-06-045	\$2,979.36
277-06-046	\$1,544.04
277-07-001	\$908.28
277-07-002	\$908.28
277-07-003	\$908.28

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APN	Amount
277-07-004	\$908.28
277-07-005	\$908.28
277-07-006	\$908.28
277-07-007	\$908.28
277-07-008	\$908.28
277-07-009	\$908.28
277-07-010	\$908.28
277-07-011	\$908.28
277-07-012	\$908.28
277-07-013	\$1,544.04
277-07-014	\$908.28
277-07-015	\$1,544.04
277-07-016	\$908.28
277-07-017	\$908.28
277-07-018	\$908.28
277-07-020	\$908.28
277-07-021	\$908.28
277-07-022	\$908.28
277-07-023	\$908.28
277-07-029	\$711.12
277-07-030	\$908.28
277-07-031	\$908.28
277-07-032	\$1,544.04
277-07-033	\$908.28
277-07-034	\$1,544.04
277-07-035	\$908.28
277-07-036	\$908.28
277-07-037	\$1,544.04
277-07-038	\$2,234.52
277-07-039	\$1,544.04
277-07-040	\$908.28
277-07-041	\$908.28
277-07-042	\$908.28
277-07-043	\$908.28
277-07-044	\$908.28
277-07-045	\$908.28
277-07-046	\$908.28
277-07-047	\$1,544.04
277-07-048	\$908.28
277-07-049	\$1,544.04
277-07-050	\$908.28
277-07-051	\$908.28
277-07-052	\$908.28
277-07-053	\$1,544.04
277-07-054	\$1,544.04
277-07-055	\$2,945.64
277-07-056	\$908.28

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APN	Amount
277-07-057	\$908.28
277-08-001	\$908.28
277-08-002	\$908.28
277-08-003	\$908.28
277-08-004	\$908.28
277-08-005	\$2,234.52
277-08-006	\$908.28
277-08-007	\$908.28
277-08-008	\$908.28
277-08-009	\$908.28
277-08-010	\$1,544.04
277-08-011	\$908.28
277-08-012	\$908.28
277-08-013	\$1,544.04
277-08-014	\$2,234.52
277-08-015	\$1,544.04
277-08-016	\$908.28
277-08-017	\$1,544.04
277-08-018	\$908.28
277-08-019	\$1,544.04
277-08-020	\$908.28
277-08-023	\$1,544.04
277-08-024	\$1,544.04
277-08-025	\$2,979.36
277-08-026	\$908.28
277-08-027	\$908.28
277-08-028	\$908.28
277-08-029	\$908.28
277-08-030	\$711.12
277-08-031	\$711.12
277-08-033	\$1,544.04
277-08-034	\$908.28
277-08-035	\$2,234.52
277-08-036	\$908.28
277-08-037	\$908.28
277-08-038	\$908.28
277-08-039	\$1,544.04
277-08-040	\$908.28
277-08-041	\$908.28
277-08-042	\$908.28
277-08-043	\$1,544.04
277-08-044	\$908.28
277-08-045	\$1,544.04
277-08-046	\$908.28
277-08-047	\$908.28
277-08-048	\$1,544.04
277-08-049	\$908.28

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APN	Amount
277-08-050	\$1,544.04
277-08-051	\$1,544.04
277-08-052	\$908.28
277-08-054	\$908.28
277-08-055	\$908.28
277-08-056	\$1,544.04
277-08-057	\$1,544.04
277-08-058	\$1,544.04
277-08-059	\$2,234.52
277-08-060	\$1,544.04
277-09-001	\$1,544.04
277-09-002	\$908.28
277-09-003	\$908.28
277-09-004	\$908.28
277-09-005	\$908.28
277-09-006	\$4,469.04
277-09-007	\$1,544.04
277-09-008	\$1,544.04
277-09-009	\$908.28
277-09-010	\$908.28
277-09-011	\$908.28
277-09-012	\$1,544.04
277-09-013	\$2,234.52
277-09-014	\$1,544.04
277-09-015	\$908.28
277-09-016	\$2,234.52
277-09-017	\$908.28
277-09-018	\$908.28
277-09-019	\$1,544.04
277-09-020	\$908.28
277-09-021	\$908.28
277-09-022	\$908.28
277-09-023	\$1,544.04
277-09-024	\$908.28
277-09-025	\$1,544.04
277-09-026	\$1,544.04
277-09-029	\$3,683.40
277-09-030	\$1,544.04
277-09-031	\$908.28
277-09-032	\$908.28
277-09-033	\$908.28
277-09-034	\$1,544.04
277-09-035	\$908.28
277-09-036	\$908.28
277-09-037	\$908.28
277-09-038	\$1,544.04
277-09-039	\$908.28

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APN	Amount
277-09-040	\$908.28
277-09-041	\$908.28
277-09-042	\$908.28
277-09-043	\$908.28
277-09-044	\$908.28
277-09-045	\$908.28
277-09-046	\$908.28
277-09-047	\$908.28
277-09-048	\$908.28
277-09-049	\$908.28
277-09-050	\$908.28
277-09-051	\$2,234.52
277-09-052	\$908.28
277-09-053	\$908.28
277-09-054	\$908.28
277-09-055	\$908.28
277-09-056	\$2,200.80
277-10-001	\$908.28
277-10-002	\$908.28
277-10-003	\$908.28
277-10-004	\$3,724.20
277-10-005	\$1,544.04
277-10-006	\$908.28
277-10-007	\$1,544.04
277-10-008	\$908.28
277-10-009	\$908.28
277-10-010	\$908.28
277-10-011	\$908.28
277-10-012	\$908.28
277-10-013	\$908.28
277-10-014	\$908.28
277-10-016	\$908.28
277-10-017	\$1,544.04
277-10-018	\$1,544.04
277-10-019	\$2,234.52
277-10-020	\$908.28
277-10-021	\$908.28
277-10-022	\$908.28
277-10-023	\$1,544.04
277-10-024	\$908.28
277-10-026	\$2,581.74
277-10-027	\$711.12
277-10-029	\$1,544.04
277-10-030	\$908.28
277-10-031	\$908.28
277-10-032	\$908.28
277-10-033	\$2,979.36

11/21

APN	Amount
277-10-036	\$908.28
277-10-037	\$4,469.04
277-10-038	\$1,544.04
277-10-039	\$908.28
277-10-041	\$1,544.04
277-10-042	\$908.28
277-10-043	\$908.28
277-10-044	\$908.28
277-10-045	\$908.28
277-10-047	\$908.28
277-10-048	\$908.28
277-10-049	\$1,544.04
277-10-050	\$1,544.04
277-10-051	\$908.28
277-10-053	\$908.28
277-10-054	\$1,544.04
277-10-055	\$908.28
277-10-056	\$908.28
277-10-057	\$1,544.04
277-10-058	\$908.28
277-10-059	\$908.28
277-10-060	\$908.28
277-11-001	\$908.28
277-11-002	\$1,544.04
277-11-003	\$908.28
277-11-004	\$1,544.04
277-11-005	\$908.28
277-11-006	\$908.28
277-11-007	\$908.28
277-11-008	\$2,234.52
277-11-009	\$2,234.52
277-11-010	\$1,544.04
277-11-011	\$1,544.04
277-11-012	\$1,544.04
277-11-013	\$908.28
277-11-014	\$908.28
277-11-015	\$908.28
277-11-016	\$908.28
277-11-017	\$908.28
277-11-018	\$908.28
277-11-019	\$908.28
277-11-020	\$908.28
277-11-021	\$908.28
277-11-022	\$2,234.52
277-11-023	\$908.28
277-11-024	\$908.28
277-11-025	\$908.28

12/21

APN	Amount
277-11-026	\$908.28
277-11-030	\$2,234.52
277-11-031	\$2,979.36
277-11-032	\$908.28
277-11-033	\$908.28
277-11-034	\$2,234.52
277-11-035	\$908.28
277-11-036	\$1,544.04
277-11-037	\$908.28
277-11-038	\$1,544.04
277-11-039	\$908.28
277-11-040	\$908.28
277-11-041	\$908.28
277-11-042	\$1,544.04
277-11-043	\$908.28
277-11-044	\$908.28
277-11-045	\$908.28
277-11-046	\$908.28
277-11-047	\$908.28
277-11-048	\$908.28
277-11-049	\$908.28
277-11-050	\$908.28
277-11-051	\$1,544.04
277-11-052	\$908.28
277-11-053	\$1,544.04
277-11-054	\$908.28
277-11-055	\$908.28
277-11-056	\$1,544.04
277-12-001	\$908.28
277-12-002	\$908.28
277-12-003	\$908.28
277-12-004	\$908.28
277-12-005	\$908.28
277-12-006	\$908.28
277-12-007	\$908.28
277-12-008	\$908.28
277-12-009	\$908.28
277-12-010	\$1,544.04
277-12-011	\$908.28
277-12-012	\$1,544.04
277-12-013	\$908.28
277-12-014	\$908.28
277-12-015	\$2,234.52
277-12-016	\$908.28
277-12-017	\$1,544.04
277-12-018	\$1,544.04
277-12-019	\$908.28

13/21

APN	Amount
277-12-020	\$2,234.52
277-12-021	\$1,544.04
277-12-022	\$908.28
277-12-025	\$2,234.52
277-12-026	\$1,544.04
277-12-028	\$7,707.24
277-12-029	\$711.12
277-12-030	\$908.28
277-12-032	\$2,179.80
277-12-033	\$908.28
277-12-034	\$908.28
277-12-035	\$908.28
277-12-036	\$4,469.04
277-12-037	\$4,469.04
277-12-039	\$1,544.04
277-12-040	\$908.28
277-12-041	\$5,958.72
277-12-042	\$908.28
277-12-043	\$908.28
277-12-044	\$908.28
277-12-045	\$10,427.76
277-12-046	\$2,979.36
277-12-047	\$2,234.52
277-12-048	\$908.28
277-12-049	\$3,724.20
277-12-050	\$1,544.04
277-12-051	\$908.28
277-12-053	\$1,544.04
277-12-054	\$1,544.04
277-12-055	\$908.28
277-12-056	\$908.28
277-12-057	\$908.28
277-12-058	\$908.28
277-12-059	\$908.28
277-12-060	\$908.28
277-13-001	\$1,544.04
277-13-002	\$908.28
277-13-003	\$1,544.04
277-13-004	\$908.28
277-13-005	\$1,544.04
277-13-006	\$1,544.04
277-13-007	\$908.28
277-13-008	\$1,544.04
277-13-009	\$908.28
277-13-010	\$908.28
277-13-011	\$908.28
277-13-012	\$1,544.04

14/21

APN	Amount
277-13-013	\$1,544.04
277-13-014	\$908.28
277-13-015	\$908.28
277-13-016	\$1,544.04
277-13-017	\$2,234.52
277-13-018	\$1,544.04
277-13-019	\$908.28
277-13-020	\$1,544.04
277-13-060	\$908.28
277-13-023	\$5,958.72
277-13-024	\$908.28
277-13-025	\$1,544.04
277-13-026	\$908.28
277-13-027	\$711.12
277-13-034	\$6,703.56
277-13-035	\$4,469.04
277-13-036	\$908.28
277-13-038	\$908.28
277-13-039	\$908.28
277-13-040	\$2,234.52
277-13-041	\$908.28
277-13-042	\$908.28
277-13-043	\$1,544.04
277-13-044	\$1,544.04
277-13-045	\$908.28
277-13-046	\$908.28
277-13-047	\$908.28
277-13-048	\$908.28
277-13-049	\$908.28
277-13-050	\$1,544.04
277-13-051	\$1,544.04
277-13-052	\$1,544.04
277-13-053	\$1,544.04
277-13-054	\$4,469.04
277-13-055	\$5,213.88
277-13-056	\$1,544.04
277-13-057	\$5,958.72
277-13-058	\$5,958.72
277-13-059	\$908.28
277-14-001	\$2,234.52
277-14-002	\$908.28
277-14-003	\$1,544.04
277-14-004	\$908.28
277-14-007	\$1,544.04
277-14-008	\$908.28
277-14-009	\$908.28
277-14-010	\$1,544.04

15/21

APN	Amount
277-14-011	\$908.28
277-14-061	\$1,544.04
277-14-013	\$908.28
277-14-014	\$908.28
277-14-015	\$908.28
277-14-016	\$1,544.04
277-14-017	\$908.28
277-14-018	\$4,469.04
277-14-019	\$1,544.04
277-14-020	\$908.28
277-14-021	\$908.28
277-14-022	\$908.28
277-14-023	\$1,544.04
277-14-024	\$908.28
277-14-025	\$908.28
277-14-028	\$2,234.52
277-14-030	\$2,979.36
277-14-031	\$2,234.52
277-14-032	\$3,724.20
277-14-033	\$3,724.20
277-14-034	\$1,544.04
277-14-035	\$5,958.72
277-14-036	\$908.28
277-14-037	\$908.28
277-14-038	\$908.28
277-14-039	\$1,544.04
277-14-040	\$908.28
277-14-041	\$908.28
277-14-042	\$908.28
277-14-043	\$1,544.04
277-14-059	\$908.28
277-14-060	\$908.28
277-14-045	\$908.28
277-14-047	\$2,234.52
277-14-048	\$1,544.04
277-14-049	\$1,544.04
277-14-051	\$908.28
277-14-052	\$908.28
277-14-053	\$1,544.04
277-14-054	\$908.28
277-14-056	\$908.28
277-14-057	\$908.28
277-14-058	\$908.28
277-15-001	\$908.28
277-15-002	\$1,544.04
277-15-003	\$908.28
277-15-004	\$908.28

16/21

APN	Amount
277-15-005	\$1,544.04
277-15-006	\$1,544.04
277-15-007	\$908.28
277-15-008	\$2,234.52
277-15-009	\$5,213.88
277-15-010	\$3,724.20
277-15-011	\$2,234.52
277-15-012	\$908.28
277-15-013	\$1,544.04
277-15-014	\$1,544.04
277-15-057	\$1,544.04
277-15-058	\$908.28
277-15-017	\$908.28
277-15-018	\$908.28
277-15-019	\$908.28
277-15-020	\$908.28
277-15-021	\$1,544.04
277-15-022	\$908.28
277-15-023	\$908.28
277-15-024	\$908.28
277-26-045	\$1,544.04
277-26-046	\$908.28
277-26-047	\$908.28
277-26-048	\$908.28
277-26-049	\$908.28
277-26-050	\$1,544.04
277-26-051	\$908.28
277-26-052	\$908.28
277-26-053	\$908.28
277-26-054	\$908.28
277-26-055	\$908.28
277-26-056	\$908.28
277-26-057	\$908.28
277-26-058	\$908.28
277-26-059	\$908.28
277-27-001	\$908.28
277-27-002	\$908.28
277-27-003	\$908.28
277-27-004	\$908.28
277-27-005	\$908.28
277-27-006	\$908.28
277-27-007	\$1,544.04
277-27-008	\$908.28
277-27-009	\$908.28
277-27-010	\$908.28
277-27-011	\$908.28
277-27-012	\$908.28

17/21

APN	Amount
277-27-013	\$908.28
277-27-014	\$908.28
277-27-015	\$908.28
277-27-016	\$908.28
277-27-017	\$1,544.04
277-27-018	\$908.28
277-27-019	\$908.28
277-27-020	\$908.28
277-27-021	\$908.28
277-27-022	\$2,979.36
277-27-023	\$908.28
277-27-024	\$908.28
277-27-025	\$908.28
277-27-026	\$908.28
277-27-027	\$908.28
277-27-028	\$908.28
277-27-029	\$1,544.04
277-27-030	\$908.28
277-27-031	\$908.28
277-27-032	\$908.28
277-27-033	\$908.28
277-27-034	\$908.28
277-27-035	\$1,544.04
277-27-036	\$908.28
277-27-037	\$908.28
277-27-038	\$908.28
277-27-039	\$908.28
277-27-040	\$908.28
277-27-041	\$908.28
277-27-042	\$908.28
277-27-043	\$908.28
277-27-044	\$908.28
277-27-045	\$908.28
277-27-046	\$908.28
277-27-047	\$908.28
277-27-048	\$908.28
277-27-049	\$1,544.04
277-27-050	\$908.28
277-27-051	\$908.28
277-27-052	\$1,544.04
277-27-053	\$908.28
277-27-054	\$1,544.04
277-27-055	\$908.28
277-27-056	\$908.28
277-27-057	\$908.28
277-27-058	\$1,544.04
277-27-059	\$908.28

18/21

APN	Amount
277-27-060	\$1,544.04
277-27-061	\$908.28
277-27-062	\$908.28
277-27-063	\$908.28
277-27-064	\$908.28
277-28-001	\$1,544.04
277-28-002	\$908.28
277-28-003	\$908.28
277-28-004	\$908.28
277-28-005	\$908.28
277-28-006	\$908.28
277-28-007	\$1,544.04
277-28-008	\$908.28
277-28-009	\$908.28
277-28-010	\$908.28
277-28-011	\$1,544.04
277-28-012	\$908.28
277-28-013	\$908.28
277-28-014	\$908.28
277-28-015	\$908.28
277-28-016	\$908.28
277-28-017	\$908.28
277-28-018	\$1,544.04
277-28-019	\$908.28
277-28-020	\$1,544.04
277-28-021	\$908.28
277-28-022	\$908.28
277-28-023	\$908.28
277-28-024	\$908.28
277-28-025	\$908.28
277-28-026	\$908.28
277-28-027	\$908.28
277-28-028	\$2,179.80
277-28-029	\$908.28
277-28-030	\$908.28
277-28-031	\$908.28
277-28-032	\$1,544.04
277-28-033	\$908.28
277-28-034	\$908.28
277-28-035	\$908.28
277-28-036	\$908.28
277-28-037	\$908.28
277-28-038	\$908.28
277-28-039	\$908.28
277-28-040	\$908.28
277-28-041	\$908.28
277-28-042	\$908.28

19/21

APN	Amount
277-28-043	\$1,544.04
277-28-044	\$908.28
277-28-045	\$1,544.04
277-28-046	\$908.28
277-28-047	\$908.28
277-28-048	\$908.28
277-28-049	\$1,544.04
277-28-050	\$908.28
277-28-051	\$908.28
277-28-052	\$1,544.04
277-28-053	\$908.28
277-28-054	\$908.28
277-28-055	\$908.28
277-28-056	\$908.28
277-28-057	\$908.28
277-28-058	\$908.28
277-28-059	\$908.28
277-28-060	\$908.28
277-28-061	\$908.28
277-28-062	\$908.28
277-28-063	\$1,544.04
277-28-064	\$908.28
277-29-001	\$908.28
277-29-002	\$908.28
277-29-003	\$908.28
277-29-004	\$908.28
277-29-005	\$908.28
277-29-006	\$908.28
277-29-007	\$908.28
277-29-008	\$908.28
277-29-009	\$908.28
277-29-010	\$908.28
277-29-011	\$908.28
277-29-012	\$1,544.04
277-29-013	\$1,544.04
277-29-014	\$1,544.04
277-29-015	\$908.28
277-29-016	\$908.28
277-29-017	\$908.28
277-29-018	\$908.28
277-29-019	\$1,544.04
277-29-020	\$908.28
277-29-021	\$1,544.04
277-29-022	\$908.28
277-29-023	\$908.28
277-29-024	\$1,544.04
277-29-025	\$908.28

20/21

APN	Amount
277-29-026	\$908.28
277-29-027	\$908.28
277-29-028	\$908.28
277-29-029	\$908.28
277-29-030	\$908.28
277-29-031	\$908.28
277-29-033	\$908.28
277-29-034	\$1,544.04
277-29-035	\$908.28
277-29-036	\$1,544.04
277-29-037	\$1,544.04
277-29-038	\$908.28
277-29-039	\$908.28
277-29-040	\$1,544.04
277-29-041	\$908.28
277-29-042	\$908.28
277-29-043	\$908.28
277-29-045	\$711.12
277-29-046	\$711.12
277-29-047	\$711.12
Total	\$1,355,549.17
Tax Roll (minus LBSD)	\$1,350,010.72

RESOLUTION NO. 298

A RESOLUTION OF THE BURBANK SANITARY DISTRICT APPROVING THE REPORT OF SEWER SERVICE CHARGES FOR FISCAL YEAR 2025 – 2026 AND THE COLLECTION OF CHARGES ON THE TAXROLL

WHEREAS, IT IS RESOLVED by the Board of Directors of Burbank Sanitary District, as follows:

1. Pursuant to California Health & Safety Code § 5473 and following, the District's Report of Sewer Service Charges for Fiscal Year 2025-2026 is approved and adopted following completion of the noticed public hearing required by law.
2. Objections to and protests against the Report were not made by the owners of a majority of the separate parcels of property described in the Report.
3. The sewer service charges and the delinquent service charges, if any, which are included on the Report shall be levied against the parcels identified in the Report and, as appropriate, shall be collected on the property tax rolls of Santa Clara County, respectively, in the manner specified by law.
4. The amounts in the report are based on Ordinance No. 66, which was adopted by the Board on May 19, 2020.

The Secretary shall cause true copies of the Report and this Resolution to be filed with the proper officers of Santa Clara County so that the charges may be entered upon the county tax roll.

PASSED AND ADOPTED this 17th day of June 2025 by the following vote:

AYES: and in favor thereof, Members:

NOES: Members:

ABSENT: Members:

ABSTAIN: Members:

RECUSE: Members:

Secretary, Burbank Sanitary District

APPROVED:

President, Burbank Sanitary District

BURBANK SANITARY DISTRICT

7. CONSENT CALENDAR

7.A. APPROVAL OF MINUTES

Approve Minutes from Regular Meeting of
May 20, 2025

**BURBANK SANITARY DISTRICT
BOARD OF DIRECTORS**

**MINUTES OF REGULAR MEETING
May 20, 2025**

1. CALL TO ORDER

The Board of the Burbank Sanitary District convened this date at 7:00 p.m. in person at the District Office at 20863 Stevens Creek Boulevard, Suite 100, Cupertino, CA 95014 and via teleconferencing. President Prupes called the meeting to order at 7:00 p.m.

2. ROLL CALL

Directors Present: Rene Prupes, Ken Colson, Mark Negrete, Kristina Seldal
Directors Absent: Procopio Sclafani (Excused Absence)
Staff: Benjamin Porter (District Manager), Sarah Chou (Associate Sanitary Engineer)
Counsel: None
Advisor: None
Visitors: None

3. APPROVAL OF AGENDA

Motion: To approve the agenda.

Move: Seldal **Second:** Negrete

Board vote: **Ayes:** Prupes, Colson, Negrete, Seldal
 Noes: None
 Abstain: None
 Absent: Sclafani

4. PUBLIC COMMENTARY

4.A. Visitor Commentary – None.

4.B. Agency Representatives – Manager Porter commented that Clean Up Day seemed to have gone well.

4.C. Board Commentary – None.

5. CLOSED SESSION

5.A. CONFERENCE WITH LEGAL COUNSEL –EXISTING LITIGATION

Government Code Section 54956.9(d)(1) Name of Case: County Sanitation District 2-3, West Valley Sanitation District, Cupertino Sanitary District, Burbank Sanitary District and the City of Milpitas v. The City of San Jose, The City of Santa Clara, and Does 1 through 50 inclusive.

There was no closed session.

6. CONSENT CALENDAR

6A. Approval of Minutes from the Special Meeting of May 6, 2025

Motion: To approve Meeting Minutes from the Special Meeting of May 6, 2025

Move: Negrete

Second: Colson

Board vote:

Ayes: Prupes, Colson, Negrete, Seldal

Noes: None

Abstain: None

Absent: Sclafani

7. WARRANTS

7.A. Approval of Warrants.

1. Mark Thomas & Company, Inc. (District Management Services)
2. First Tech Federal Credit Union (Board of Directors' Payroll)
3. County Roads & Airports (Encroachment Permit – 124 Boston Ave, & Clean Up Day)
4. Rene Prupes (CASA Conference Expenses)

Motion: To approve four (4) warrants as listed.

Move: Seldal

Second: Colson

Board vote:

Ayes: Prupes, Colson, Negrete, Seldal

Noes: None

Abstain: None

Absent: Sclafani

8. NEW BUSINESS

None.

9. UNFINISHED BUSINESS

9.A. GreenWaste Recovery, Inc.

1) Annual Spring Clean Up Day Debrief – Board action required: None.

- The Board discussed their experiences this year and Staff made notes for improvements for next year's annual Clean Up Day event.
- Staff to post Clean Up Day Photos to District website.

2) GreenWaste Annual CPI Increase. Action board required: Review and accept CPI increase.

Motion: To approve GreenWaste Annual CPI Increase.

Move: Seldal

Second: Colson

Board vote:

Ayes: Prupes, Colson, Negrete, Seldal

Noes: None

Abstain: None

Absent: Sclafani

3) GreenWaste 2024 Sustainability Report. Board action required: None.

The Board reviewed and noted the Sustainability Report.

4) GreenWaste Q1 2025 Quarterly Report. Board action required: None.

The Board reviewed and noted the Q1 2025 Quarterly Report.

9.B. Report on CASA Winter Conference 2025. Board action required: None.

Staff will reserve two spots for the San Diego CASA Conference from July 30 to August 1, 2025.

9.C. Cyber Security Update. Board action required: None.

Manager Porter provided update for Cyber Security. He may schedule another meeting with Director Sclafani to discuss next steps.

9.D. FPPC Form 470 – Annual Financial Disclosure Statements. Board action required: Board members to file Form 470 by July 31, 2025.

Manager Porter advised the Board members to electronically file Form 470 by July 31, 2025

10. HOUSEKEEPING ITEMS

10.A. Updates on Housekeeping Items.

The Board cancelled the meeting for June 3, 2025. President Prupes proposed to change the meeting time to 1:00 pm from 7:00 pm for the meeting of June 17, 2025.

10.B. Agenda Items for Upcoming Meetings.

LAFCO Meeting Debrief

11. ADJOURNMENT – NEXT REGULAR MEETING – Tuesday, June 3, 2025.

Motion: To adjourn meeting at 8:06 pm.

Move: Negrete

Second: Seldal

Board vote:

Ayes: Prupes, Colson, Negrete, Seldal

Noes: None

Abstain: None

Absent: Sclafani

Approved: June 17, 2025

Respectfully Submitted,

Mark Thomas & Company, Inc.

Rene Prupes, President

District Manager
Benjamin T. Porter, PE

BURBANK SANITARY DISTRICT

8. WARRANTS

8.A. APPROVAL OF WARRANTS

1. Mark Thomas & Company, Inc.
2. First Tech Federal Credit Union
3. GreenWaste Recovery, LLC

Warrant List for 06-17-25

#	Payee	Invoice Date	Invoice No.	Invoice Amount	Description	Warrant No.
1	Mark Thomas and Company, Inc	6/9/2025	55745	\$ 24,611.14	District Management Services (23-00161)	
		6/10/2025	55745-R	\$ 483.38	Reimbursables - Notice of Public Hearing & Web Hosting Fee	
			MTCO Subtotal	\$ 25,094.52		4217
2	Burbank Sanitary District for Deposits / First Tech Fed C		N/A		Board Payroll, Processing Fees/Taxes (Amount Deposited)	
	Rene Prupes			\$ 240.00	5/20/2025	
	Procopio Sclafani					
	Ken Colson			\$ 480.00	5/20/2025, 5/14/25 (LAFCO)	
	Mark Negrete			\$ 240.00	5/20/2025	
	Kristina Seldal			\$ 240.00	5/20/2025	
	Total payment to Directors			\$ 1,200.00		
	Estimated processing fees/taxes			\$ 300.00		
		Payroll Deposit to First Tech Subtotal		\$ 1,500.00		4218
3	GreenWaste Recovery, LLC	5/17/2025	40250	\$ 2,007.95	Clean Up Day Expenses- Signs, Labor, Transportation & Additional Boxes	4219
	TOTAL			\$ 28,602.47		
	TOTAL YEAR-TO-DATE WARRANT AMOUNT FY 2024-25			\$ 965,641.04		

BURBANK SANITARY DISTRICT

10. UNFINISHED BUSINESS

- 10.A. MOU – Integrated Waste Management
- 10.B. BSD Lower Lateral CIP Project Update
- 10.C. District Proposed Budget FY2025-26
- 10.D. GreenWaste Recovery Inc.
- 10.E. Report on CASA Conference 2025
- 10.F. District Website Update
- 10.G. Cyber Security Update

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SANTA CLARA
AND THE BURBANK SANITARY DISTRICT
FOR MEETING THE REQUIREMENTS OF THE
CALIFORNIA INTEGRATED WASTE MANAGEMENT ACT OF 1989
FOR THE UNINCORPORATED AREA OF
SANTA CLARA COUNTY**

This is a Memorandum of Understanding between the County of Santa Clara (“COUNTY”) and the Burbank Sanitary District (BSD), relating to integrated waste management program planning and implementation (“Agreement”).

RECITALS

WHEREAS, the County of Santa Clara Board of Supervisors and the Burbank Sanitary District Board of Directors represent, within their respective boundaries, residents of the unincorporated area of Santa Clara County; and

WHEREAS, the California Legislature has enacted the California Integrated Waste Management Act of 1989, Chapter 1095, Statutes of 1989, Public Resources Code (“Act”), which has been amended and may be amended in the future; and

WHEREAS, the Act requires the COUNTY to prepare a Source Reduction and Recycling Element (SRRE) and a Household Hazardous Waste Element (HHWE) for the unincorporated area of Santa Clara County, which includes the area subject to BSD authority; and

WHEREAS, the ACT enables a county to enter a Memorandum of Understanding with a district established to manage solid waste, for the purpose of preparing and implementing an SRRE, HHWE, or a countywide integrated waste management plan; and

WHEREAS, BSD is authorized and empowered by the State of California Sanitary District Act of 1923, Health and Safety Code Sections 6400, et seq., to collect and dispose of waste and garbage from within its district boundaries;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

Commented [SC1]: Does the County require all unincorporated areas to comply with this?

Commented [CC2R1]: Yes, in fact all jurisdictions in the State need to comply

Commented [SC3]: Should GreenWaste sign this agreement instead of BSD?

Commented [CC4R3]: No, BSD holds the contract with GWR and is the authorized entity

1. Purpose of the Agreement

The purpose and intent of this Agreement is to provide an economical and effective means by which COUNTY can comply with and achieve the waste reduction goals as set forth in the Act for the unincorporated area of Santa Clara County, which includes the boundaries of the BSD, and to clarify the parties' roles and responsibilities regarding solid waste management and disposal.

The Act mandates that each county prepare an SRRE and an HHWE for the unincorporated portion of its county and a countywide siting element which identifies potential locations for transformation or disposal sites for solid waste that cannot be reduced or recycled.

2. Authority for Waste Collection, Removal and Disposal

BSD shall retain full authority, as granted under California law, for waste collection, transfer, and disposal within its boundaries.

3. Data Collection

BSD will ensure that its solid waste collection and disposal agreement with its solid waste collection service provider ("Company") requires the Company to collect and provide to COUNTY information required by the Act, including but not limited to tonnage collected by waste type and the type, amount, and ultimate destination of recyclables collected.

4. Responsibilities for Fulfilling Requirements of the Act

COUNTY shall be responsible for planning, preparing and adopting an SRRE element and an HHWE element. COUNTY shall give progress reports to BSD on COUNTY's efforts in planning, preparing, adopting, and revising the SRRE and HHWE elements, and shall do so in a timely manner so that BSD will have an adequate opportunity to analyze and comment upon COUNTY's efforts. BSD shall be responsible for providing COUNTY with its analysis and commentary in a timely fashion and for implementing that portion of the COUNTY-adopted SRRE and HHWE elements as required under Public Resources Code section 41821.2.

Commented [RP5]: This question is for Ben and Sarah

Do we in our GreenWaste contract

1) ensure that they collect the data that is mandated by the Act, and

2) that they subsequently report it to the county?

Are we currently receiving a copy of the report provided to the county by GreenWaste specific to the BSD (if it is being provided)?

If we are, when was the last time we received it? The annual reports we receive from GreenWaste are limited in granularity RE the type, amount, and for sure not ultimate destination, of recyclables collected.

Commented [SC6]: Where are the progress reports? How often should we be expecting these reports?

Commented [CC7R6]: There really hasn't been any progress reports since there has been no updates to the SRRE or HHWE since they were originally written. Any changes would require a major shift in how County/BSD diverts material.

Commented [SC8]: How long does BSD have to analyze and comment?

Commented [CC9R8]: If there were changes to the SRRE and HHWE, the County would notify BSD that is would likely use a consultant to update those documents before actually proceeding. BSD would get draft copies before the final report most likely two to four weeks for review depending on the changes.

Commented [SC10]: What EXACTLY are we reviewing for?

Commented [CC11R10]: BSD would be reviewing for changes in the SRRE and HHWE that would impact its participation in those updates.

COUNTY shall be responsible for the five-year review and revision of the SRRE and HHWE elements as required by Public Resources Code Sections 41770 and 41822, or any similar successor statute. COUNTY shall give progress reports to BSD on the COUNTY's efforts in reviewing and revising the SRRE and HHWE elements and shall do so in a timely manner so that BSD will have adequate opportunity to analyze and comment upon COUNTY's efforts. BSD shall be responsible for providing COUNTY with its analysis and commentary in a timely manner; and for implementing that portion of the SRRE element revised by the COUNTY within the boundaries of BSD.

BSD shall not be responsible for reducing its waste stream to any extent more than COUNTY requires of any other unincorporated residential area. For the purposes of meeting waste diversion goals, waste diversion achieved by BSD will be included in diversion totals for the entire unincorporated area.

COUNTY shall be responsible for including residents of the BSD in all countywide programs developed to fulfill the goals and requirements of the Act. Those programs shall include but not be limited to public information programs and participation in the Countywide Household Hazardous Waste Collection Program.

COUNTY shall be responsible for fulfilling the California Environmental Quality Act requirements applicable to the services COUNTY will provide under this Agreement.

In the event COUNTY is assessed administrative penalties pursuant to Public Resource Code Section 41850, or any similar successor statute, for failure to implement an element of the Act, BSD hereby agrees to reimburse COUNTY to the full extent of the penalty attributable to BSD's conduct, or BSD's failure to act promptly, upon 30 day notice from COUNTY's invoice.

The COUNTY and BSD will cooperate with each other in carrying out their respective responsibilities under this Agreement.

Commented [RP12]: When did the last 5 year review occur?

Commented [CC13R12]: The last 5-Year Report was in 2021

Commented [SC14]: This sounds repetitive. Is that okay?

Commented [CC15R14]: Yes, County Counsel likes things to be clear even if it is repetitive.

Commented [SC16]: How often does this happen? Has it happened before? How is the reduction calculated?

Commented [CC17R16]: This has not happened since the State is always increasing its diversion requirement such as SB1383 (requiring food collection - in organics). Diversion is now done by programs that divert material. For example, BSD had backend sorting for commercial business so organics and recycling are automatically diverted.

Commented [RP18]: What are the countywide programs developed to fulfill the goals and requirements of the Act?

What information is being sent out by the County and when was it last communicated?

Commented [CC19R18]: Some of Countywide programs include the Composting Education Program that offers free home composting classes; Recycling Hotline that provides free information on recycling; HHW Program for free disposal of household hazardous materials. Information is in newsletters, website, media campaigns are constantly going out.

Commented [SC20]: How is this information shared? Should BSD be putting this on our website?

Commented [CC21R20]: The information is what outreach is being sent out by the County and on its website. BSD can include that information on their webpage if they want.

//

5. Indemnification

In lieu of and notwithstanding the pro rata risk allocation, which might otherwise be imposed between the parties pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities incurred by the parties shall not be shared pro rata but, instead, COUNTY and BSD agree that, pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold the other party, its officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other party hereto, its officers, board members, employees, or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other party under this Agreement.

6. Funding of Planning and Countywide Programs

To fund BSD's share of the cost to prepare, amend, and administer the Santa Clara County Integrated Waste Management Plan ("IWM Plan") and to prepare, amend, and administer the Countywide Household Hazardous Waste Collection Program ("HHW Program"), BSD agrees to ensure that its solid waste collection and disposal agreement with the Company (1) requires the Company to collect that portion of COUNTY's Administrative Surcharge for administering the IWM Plan and Household Hazardous Waste Surcharge for administering the HHW Program (collectively, "SURCHARGES") approved by the BSD from the Company's solid waste customers, and (2) requires the Company to remit the SURCHARGES it receives from the customers directly to COUNTY in a manner to be specified by the COUNTY. COUNTY and BSD agree that the Company's solid waste customers are solely responsible for paying the SURCHARGES to be remitted to the COUNTY, and that BSD shall not under any circumstances be responsible under the terms of this Agreement for collecting, remitting, or otherwise paying the SURCHARGES to the COUNTY or to any other person or entity.

Commented [RP22]: This question is for you and Ben-

Are there actually surcharges in the amounts indicated that were approved by the BSD the we raise from from solid waste customers?

If so, where/when do we collect the COUNTY's Administrative Surcharge for administering the IWM Plan and Household Hazardous Waste Surcharge for administering the HHW Program (collectively)?

Are they broken out and identified for ratepayers as a being a pass through that we collect for the County?

When/how are these surcharges remitted to the County?

Commented [SH23R22]: Yes, Reso#275 passed & adopted 11/5/19. Amendment No. 1 to the Collection Service Agreement. GW is responsible for paying the surcharges to the County.

SURCHARGES are currently collected in the amount of \$0.20 per household per month for IWM Plan preparation and administration, and \$0.70 per household per month for the Household Hazardous Waste Program.

SURCHARGES levels are subject to adjustment by the COUNTY's Board of Supervisors or designee to cover changes in the cost of providing the services stated above. In the event that an increase in SURCHARGES is contemplated, COUNTY will present the proposed SURCHARGES to the BSD in a timely manner so that BSD has an opportunity to analyze and comment upon such proposed increases. BSD shall be responsible for providing the COUNTY with such analysis and commentary in a timely fashion; and the COMPANY shall collect and remit to the COUNTY that portion of SURCHARGES and increases to SURCHARGES to which BSD consents.

If the parties reach impasse concerning surcharges to which BSD does not consent, then the parties agree to meet and confer to resolve such issues. COUNTY appoints the Program Manager for COUNTY's Integrated Waste Management Division ("Program Manager") or their designee as the COUNTY's representative for dispute resolution. BSD appoints the President of the Board of Directors or their designee as BSD's representative for dispute resolution. If the parties cannot reach resolution, then the parties may submit the matter to an arbitrator acceptable to both, who is neutral, independent, and knowledgeable about administration of solid waste management issues and AB 939 costs of implementation. The costs of an arbitrator shall be paid equally by the parties. If the parties cannot agree on one person to arbitrate, then COUNTY shall select an arbitrator, BSD shall select an arbitrator, and the two arbitrators shall select a neutral third arbitrator. Each party shall bear the costs of its arbitrator and shall pay equally the costs of the neutral arbitrator.

7. General Provisions

a. Agreement Term

This Agreement shall start on January 1, 2025 and shall end on December 31, 2029.

b. Severability

Should any portion of this Agreement be found invalid or unenforceable, this finding shall affect only that provision, and all remaining provisions shall remain enforceable.

c. Modification

This Agreement may be modified only by subsequent mutual written agreement executed by the parties.

d. Termination

COUNTY may, by written notice to BSD, terminate all or part of this Agreement at any time for the convenience of COUNTY. The notice shall specify the effective date and the scope of the termination.

e. Dispute Resolution

The parties acknowledge that issues may occur which require a resolution by the parties. The parties agree to meet and confer to resolve such issues. COUNTY hereby appoints the Program Manager or their designee to represent COUNTY at such meet and confer meeting, and BSD hereby appoints the President of the Board of Directors or their designee to represent the BSD at such meeting. Either party may notify the other party upon a 48-hour telephone notice or three (3) day written notice whenever a party desires to meet and confer and the other party shall attend at a mutually agreed upon date, time and location. Notice under this provision shall be provided to the parties as follows:

To COUNTY

1553 Berger Dr, Second Floor
San Jose, CA 95112
408-282-3180

To BSD

20863 Stevens Creek Blvd., Suite 100
Cupertino, CA 95014
408-255-2137

The parties agree to utilize this procedure prior to instituting any legal action against the other party to this Agreement, except when the delay caused by the meet and confer requirement will cause the filing of the lawsuit to be untimely.

f. Governing Law, Venue

The Agreement has been executed and delivered in and shall be construed and enforced in accordance with the law of the State of California. Proper venue for legal action regarding this Agreement shall be in the County of Santa Clara.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of

COUNTY OF SANTA CLARA

Matthew Hada
Director of Procurement

Date: _____

Approved as to form and legality:

Willie Nguyen
Deputy County Counsel

Date: _____

BURBANK SANITARY DISTRICT

Rene Prupes, President

Date: _____

BSD Lower Lateral Condition Assessment and Rehabilitation Plan – Phase 1 Progress



- **Phase 1: Fix 10 Laterals with no Cleanouts (Identified in 2022)**
- **Phase 1A - Scope of Work: Install the cleanouts and Clean the lower laterals**
 - Identified all the addresses where District needs to do the Installation of the cleanouts
 - Planning to send out bid document after Board Approval
 - Site Survey
 - Utility coordination
 - Bid document
- **Phase 1B - Scope of Work: Inspect the lower laterals for any structural issues – done by BSD**
- **Phase 1C - Fix the laterals with major structural defects**

BURBANK SANITARY DISTRICT

Proposed Budget FY2025-2026

FISCAL YEAR JULY 1, 2025 TO JUNE 30, 2026

BUDGET REPORT - EXPENSES

Account Name	Amount budgeted	Prior Expenses	Amount Payable MAY	Total Expenses To Date	Unencumbered Balance	% Expended To Date	Estimated Thru Year End	Total Anticipated FY2024-25	% of Budget	Proposed Budget FY2025-26	Comments
Debt Related Expenses											
State Revolving Fund	\$71,000.00	\$70,970.20	\$0.00	\$70,970.20	\$29.80	99.96%	\$0.00	\$70,970.20	99.96%	\$71,000.00	Based on the CWSRF payment schedule \$70,970.20
Special District Fixed Asset Acquisition											
Treatment Plant Capital Improvement Fund	\$138,700.00	\$138,667.00	\$0.00	\$138,667.00	\$71,014.00	99.98%	\$0.00	\$138,667.00	99.98%	\$118,800.00	Provided by CSJ
Sewer System CIP Projects	\$100,000.00	\$0.00	\$0.00	\$0.00	\$100,000.00	0.00%	\$5,000.00	\$5,000.00	5.00%	\$300,000.00	Increased to \$300k from \$100k for Lateral CIP
Service and Supplies											
Wastewater Treatment Plant O&M	\$370,100.00	\$364,620.00	\$0.00	\$364,620.00	\$96,635.00	98.52%	\$0.00	\$364,620.00	98.52%	\$399,900.00	Provided by CSJ
Wastewater Treatment Plant Equipment	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0.00%	\$0.00	\$0.00	0.00%	\$1,000.00	Budget for \$1,000; CSJ budget contains \$0
San Jose Joint Use O&M	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	0.00%	\$0.00	\$0.00	0.00%	\$10,000.00	Budget, no payment made, subject to new agreement
San Jose Joint Use CIP	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	0.00%	\$0.00	\$0.00	0.00%	\$10,000.00	Budget, no payment made, subject to new agreement
Annual Neighborhood Clean Up Day	\$4,000.00	\$1,368.58	\$2,007.95	\$3,376.53	\$4,000.00	84.41%	\$2,500.00	\$5,876.53	146.91%	\$6,000.00	Encroachment permit & No parking posting fee
Preventive Maintenance & Video Inspection	\$40,000.00	\$22,971.20	\$0.00	\$22,971.20	\$40,000.00	57.43%	\$1,000.00	\$23,971.20	59.93%	\$40,000.00	No change - same as last year
Emergency Repairs and Stoppages	\$15,000.00	\$30,718.38	\$0.00	\$30,718.38	(\$6,154.85)	204.79%	\$0.00	\$30,718.38	204.79%	\$30,000.00	Increased to 30k -budget for 3 repairs
Repairs and Replacement (mains/laterals)	\$30,000.00	\$195.00	\$0.00	\$195.00	\$29,805.00	0.65%	\$0.00	\$195.00	0.65%	\$30,000.00	No change - same as last year
Permits (encroachment)	\$15,000.00	\$1,199.73	\$0.00	\$1,199.73	\$14,372.72	8.00%	\$1,000.00	\$2,199.73	14.66%	\$15,000.00	No change - same as last year
Office Expenses/Publications	\$2,500.00	\$79.28	\$0.00	\$79.28	\$2,414.72	3.17%	\$200.00	\$279.28	11.17%	\$2,500.00	No change - same as last year
Engineering/Maintenance Management	\$275,090.00	\$224,097.27	\$24,611.14	\$248,708.41	\$153,117.20	90.41%	\$25,000.00	\$273,708.41	99.50%	\$288,900.00	Assuming 5% CPI increase, add new item Communication Outreach to MT budget
Legal - District Counsel	\$35,000.00	\$1,620.00	\$0.00	\$1,620.00	\$33,780.00	4.63%	\$1,000.00	\$2,620.00	7.49%	\$35,000.00	No change - same as last year
Legal - Outside Services	\$100,000.00	\$16,820.38	\$0.00	\$16,820.38	\$83,179.62	16.82%	\$30,000.00	\$46,820.38	46.82%	\$100,000.00	No change - same as last year
Legal - District Advisor	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00	0.00%	\$0.00	\$0.00	0.00%	\$6,000.00	No change - same as last year
Strategic Plan Development	\$10,000.00	\$13,537.44	\$0.00	\$13,537.44	(\$3,537.44)	135.37%	\$500.00	\$14,037.44	140.37%	\$0.00	Projected LRFP complete by June 2025
Audit and Accounting Services	\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00	0.00%	\$15,000.00	\$15,000.00	100.00%	\$1,000.00	No Audit due in FY25/26
Taxroll Preparation/Refund	\$1,800.00	\$0.00	\$480.38	\$480.38	\$1,800.00	26.69%	\$1,000.00	\$1,480.38	82.24%	\$1,800.00	Increased to \$1.8k per 3/19/24 Board Meeting
Annual Memberships (CASA, SWRCB, Website)	\$6,000.00	\$6,420.11	\$0.00	\$6,420.11	(\$420.11)	107.00%	\$0.00	\$6,420.11	107.00%	\$7,000.00	CASA \$2k, SWRCB \$4k, LAFCO \$560
Insurance Renewal (CASA)	\$17,000.00	\$14,649.25	\$0.00	\$14,649.25	\$2,350.75	86.17%	\$0.00	\$14,649.25	86.17%	\$20,000.00	Insurance Premium - \$14.7k for 2025 + cyber? 3k
Conference Registration -Travel	\$9,000.00	\$4,956.82	\$0.00	\$4,956.82	\$5,128.53	55.08%	\$1,000.00	\$5,956.82	66.19%	\$9,000.00	No change - same as last year
Website Expenses	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	0.00%	\$1,000.00	\$1,000.00	20.00%	\$5,000.00	No change - same as last year
Website Hosting Fee	\$1,000.00	\$264.93	\$3.00	\$267.93	\$750.07	26.79%	\$500.00	\$767.93	76.79%	\$1,000.00	New item per 3/19/24 Board Meeting for easy tracking
Board Election Expenses	\$10,000.00	\$2,683.00	\$0.00	\$2,683.00	\$7,317.00	26.83%	\$0.00	\$2,683.00	26.83%	\$0.00	Election not due until 2026
	\$1,298,190.00	\$915,838.57	\$27,102.47	\$942,941.04	\$682,582.01	72.64%	\$84,700.00	\$1,027,641.04	79.16%	\$1,508,900.00	
Salary and Benefit Special Districts											
Per Diem - Five Board Members x 24 meetings	\$36,000.00	\$21,200.00	\$1,500.00	\$22,700.00	\$21,500.00	63.06%	\$4,000.00	\$26,700.00	74.17%	\$36,000.00	No change - same as last year
Per Diem - District Clerk x 24 meetings	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	0.00%	\$0.00	
	\$36,000.00	\$21,200.00	\$1,500.00	\$22,700.00	\$21,500.00	63.06%	\$4,000.00	\$26,700.00	74.17%	\$36,000.00	
TOTAL EXPENSES	\$1,334,190.00	\$937,038.57	\$28,602.47	\$965,641.04	\$704,082.01	72.38%	\$88,700.00	\$1,054,341.04	79.02%	\$1,544,900.00	

BURBANK SANITARY DISTRICT

Proposed Budget FY2025-2026

FISCAL YEAR JULY 1, 2025 TO JUNE 30, 2026

BUDGET REPORT - REVENUE

Account Name	Account Number	Amount budgeted	Prior Months' Receipts	Current Month Receipts	Total Receipts To Date	Balance of Budget	% Earned To Date	Estimated Through Year End	Total Anticipated FY24-25	% of Budget	Proposed Budget FY2025-26	Comments
MAY												
OPERATING												
Interest Allocation	4301100	\$50,000.00	\$97,752.48	\$42,207.06	\$139,959.54	(\$89,959.54)	279.92%	\$0.00	\$139,959.54	279.92%	\$50,000.00	Same as last year
Permits and Connections	4980010	\$4,000.00	\$19,160.00	\$740.00	\$19,900.00	(\$15,900.00)	497.50%	\$3,000.00	\$22,900.00	572.50%	\$10,000.00	Increase to 10K due to more permits are anticipated
Direct Assessments	4980350	\$1,340,800.00	\$778,236.10	\$0.00	\$778,236.10	\$562,563.90	58.04%	\$562,560.00	\$1,340,796.10	100.00%	\$1,340,800.00	Same as last year, no increase
SRF Loan		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	0.00%	\$0.00	
Credit for Treatment Plant CIP		\$60,000.00	\$123,363.00	\$0.00	\$123,363.00	(\$63,363.00)	205.61%	\$0.00	\$123,363.00	205.61%	\$60,000.00	City of San Jose Refund, same as last year
TOTAL OPERATING REVENUE		\$1,454,800.00	\$1,018,511.58	\$42,947.06	\$1,061,458.64	\$393,341.36	72.96%	\$565,560.00	\$1,627,018.64	111.84%	\$1,460,800.00	
TOTAL REVENUE		\$1,454,800.00	\$1,018,511.58	\$42,947.06	\$1,061,458.64	\$393,341.36	72.96%	\$565,560.00	\$1,627,018.64	111.84%	\$1,460,800.00	

CASH ACCOUNT SUMMARY

Date	Description	Balance
June 30, 2024	Ending balance	\$3,327,156.56
July 31, 2024	Ending balance	\$3,100,758.79
August 31, 2024	Ending balance	\$3,084,395.24
September 30, 2024	Ending balance	\$3,086,518.60
October 31, 2024	Ending balance	\$2,960,974.91
November 30, 2024	Ending balance	\$2,948,803.74
December 31, 2024	Ending balance	\$2,917,163.94
January 31, 2025	Ending balance	\$3,676,451.31
February 28, 2025	Ending balance	\$3,672,877.73
March 31, 2025	Ending balance	\$3,627,554.11
April 30, 2025	Ending balance	\$3,416,150.67
May 31, 2025	Ending balance	\$3,431,147.17



Saturday, May 17, 2025
Burbank Sanitary District Neighborhood Clean-Up
7-11 AM (or until bins reach full capacity)

GreenWaste Staff in Attendance:

Total Visits: 538	Total Tonnage: 61.74 tons
Victor Torres	Tim Reiber
Jimmy Pula	April Menes
Russell Harmon	Elizabeth Valdes
Aaron Ramirez	Ramona Contreras
Willis Pacheco	Elisha Cortes
David Romero	Norma Coello
Ereida Atayde	Brandy Le
Ashley Picanco	Valery Ruiz
Karina Escobedo	

In preparation for the Clean-Up Day Event, on Thursday, May 15, 2025, our operations team placed encroachment permits alongside A-frame “No Parking” signs on the approved and designated streets. That same day, our Route Supervisor met with Senior Inspector Gilbert Garcia from Santa Clara County’s Roads and Airports Department to ensure all signage and permits were correctly positioned throughout the neighborhood ahead of the clean-up day event.

On Saturday, May 17, 2025, we hosted Burbank Sanitary District’s annual neighborhood clean-up day. Our operations team held our team safety meeting prior to the start of the event and arrived promptly between 6:30 and 6:45 AM, ensuring the event began on time at 7:00 AM. Throughout the day, our team of customer service representatives and additional helpers were present throughout the various bin locations. They helped guide traffic and ensured materials were sorted correctly according to the clean-up day flyer guidelines. This proactive approach helped keep the event running smoothly and efficiently.

Participation was strong this year! Many residents were prepared and presented their clean-up flyers. For those without flyers, we accepted a GreenWaste invoice or a valid ID as proof of residency. In a few cases, residents returned home to retrieve the necessary documentation, and we appreciated their cooperation.

At Luther Burbank Elementary School, GreenWaste set up an outreach booth and information table. Residents were welcomed with a helpful one-page sorting guide, clearly outlining which materials belong in the gray, blue, and green carts. In addition, we hosted an electronic waste drop-off



station and an active organic compost giveaway in which residents look forward to picking up their free bags of compost.

GreenWaste Route Supervisors actively patrolled the neighborhood, checking in at bin sites and assisting both team members and residents with questions. At one of the bin locations, near Elliot Avenue, one of our customer service representatives was approached by one of the city's Sheriff's patrolling the area to ask if the event was legal due to her receiving a call from one of the residents raising concern that people were illegally dumping.

Our customer service representative explained to the Sheriff that in collaboration with Burbank Sanitary District, GreenWaste was conducting the annual clean-up day for the residents and that residents were not illegally dumping their materials into the GreenWaste bins legally on site. The Sheriff understood and had no further questions.

Clean-up provided bins were filled before 9 AM and our team worked with Rene Prupes and Procopio (Pete) Scalfani to coordinate additional bins for the event. Rene approved three additional bins to be delivered. By 10:30-10:45 AM, all twenty-six bins were full, and by 11:00 AM, the event was concluded. This year's event was a success, and we look forward to working with the Town in preparing next year's clean-up day event date.





