



BILL HALLDIN, ROCKLIN, CHAIR
DAN KARLESKINT, LINCOLN
ROBERT WEYGANDT, PLACER COUNTY
PAULINE ROCCUCCI, ROSEVILLE
BONNIE GORE, PLACER COUNTY
KEN GREHM, EXECUTIVE DIRECTOR

MEETING OF THE BOARD OF DIRECTORS AGENDA

June 17, 2021 5:00 PM

Materials Recovery Facility Administration Building
3013 Fiddymont Road, Roseville, CA 95747

The WPWMA Board of Directors June 17, 2021 meeting will be open to in-person attendance. To remain in compliance with the state's public health guidance, the WPWMA will limit in-person attendance to 25% of the WPWMA Board Meeting Room capacity and will require 6 feet of social distancing inside and outside the meeting room. There will be no standing room in the meeting room. If all seats are occupied, members of the public will be asked to wait outside the meeting room. Due to the reduced capacity, the WPWMA requests that members of the public only enter the meeting room for the item they wish to participate on and then leave promptly thereafter.

Individuals may also participate in the meeting by the following means:

during the meeting via a Zoom webinar at <https://placer-ca-gov.zoom.us/j/95422505464>

or by calling (888) 788-0099 Webinar ID: 954 2250 5464

-OR-

prior to the meeting via email at info@WPWMA.ca.gov

Subject: June 17, 2021 WPWMA Meeting Comment

Public comments will be accepted until the adjournment of the meeting, distributed to the Board of Directors, and included in the meeting record.

Individuals or parties who know in advance that they would like to address the Board on a specific topic may pre-register by sending their name, email, phone number and agenda item of interest to the Clerk of the Board at info@WPWMA.ca.gov Subject: June 17, 2021 WPWMA Meeting Comment Registration no later than 5:00 pm PDT on June 16, 2021.

Materials related to an item on this Agenda submitted to the Board of Directors after distribution of the agenda packet are available for public inspection by emailing the Clerk of the Board at info@WPWMA.ca.gov. The Western Placer Waste Management Authority is committed to ensuring that persons with disabilities are provided the resources to participate fully in its public meetings. If you require disability-related modifications or accommodations please contact the Clerk of the Board at (916) 543-3960 or at info@WPWMA.ca.gov. If requested, the agenda shall be provided in appropriate alternative formats to persons with disabilities. All requests must be in writing and must be received by the Clerk three business days prior to the scheduled meeting for which you are requesting accommodation. Requests received after such time will be accommodated if time permits.

1. Call Meeting to Order
2. Pledge of Allegiance (Director Roccucci)
3. Roll Call
4. Statement of Meeting Procedures (Clerk of the Board)

5. Closed Session

Anticipated Litigation:

- a. Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code §54956.9: one potential case.
- b. Initiation of litigation pursuant to subdivision (d)(4) of Government Code §54956.9: one potential case.

-- OPEN SESSION MEETING TO BEGIN AT 5:30 P.M. --

6. Public Comment

This is a time when persons may address the Board regarding items not on this Agenda. It is requested that comments be brief, since the Board is not permitted to take any action on items addressed under Public Comment.

7. Announcements & Information

- a. Reports from Directors ----
- b. Report from the Executive Director (Ken Grehm) ----
- c. Financial Reports (Eric Oddo) Pg. 5
- d. Monthly Tonnage Reports (Eric Oddo) ----
- e. Nortech Waste, LLC Annual Fee Adjustment (Jennifer Snyder) Pg. 7
- f. Nortech Landfill, Inc. Annual Fee Adjustment (Jennifer Snyder) Pg. 11

8. Consent Agenda

- a. Minutes of the Board Meeting held April 8, 2021 Pg. 15
Approve as submitted.
- b. Second Amendment to the HHW Agreement with the County of Sacramento (Eric Oddo) Pg. 19
Authorize the Executive Director or designee, upon review and approval by WPWMA Counsel, to sign the Second Amendment to the household hazardous waste Agreement between the WPWMA and the County of Sacramento which extends the term of the Agreement for an additional five years.
- c. First Amendment to the Agreement with Magma Creative for Public Engagement And Public Information Officer Services (Stephanie Ulmer) Pg. 25
Authorize the Chair to sign the First Amendment with Magma Creative, Inc. to provide ongoing professional public engagement services related to the WPWMA's facilities and services and Waste Action Plan for an amount not to exceed \$119,500, increasing the total not-to-exceed amount of the Agreement to \$202,300.

- d. Settlement Agreement with Placer County Air Pollution Control District Pg. 31
(Eric Oddo)
 - 1. Authorize the Executive Director to sign the attached Settlement Agreement with the Placer County Air Pollution Control District resolving Notices of Violation 5280 and 5282 related to methane surface emissions exceedances at the Western Regional Sanitary Landfill; and
 - 2. Authorize the Executive Director or designee, upon review and approval by WPWMA Counsel, to sign the Fourth Amendment to the landfill gas Operations, Monitoring and Maintenance Agreement with SCS Field Services for the purposes of preparing a comprehensive evaluation of the WPWMA's LFG system for a not-to-exceed cost of \$80,000.

- 9. Action Items
 - a. North Compost Leachate Pond Expansion (Ryan Schmidt) Pg. 43
 - 1. Approve the plans and specifications and authorize staff to solicit bids for construction of an expansion to the North Compost Leachate Pond.
 - 2. Authorize the Executive Director or designee to execute the resulting contract with the lowest responsive bidder in an amount not to exceed \$2,407,400 and approve required amendments up to 10% of the value of the contract consistent with Section 20142 of the Public Contract Code.

 - b. Sole-Source Service Agreement with Envirosuite for Ambient eNose Sensor Installation and Maintenance and Temporary Right of Entry Agreement with City of Roseville (Jennifer Snyder) Pg. 45
 - 1. Authorize the Executive Director or designee, upon review and approval by WPWMA Counsel, to sign a three-year sole-source service agreement with Envirosuite, Inc. for the installation of ambient electronic nose odor sensors and routine maintenance and support services for an amount not to exceed \$72,018.
 - 2. Authorize the Executive Director or designee, upon review and approval by WPWMA Counsel, to sign a Temporary Right of Entry agreement with the City of Roseville and Envirosuite to allow placement of the ambient eNoses at specific City parks.
 - 3. Find these actions exempt from CEQA pursuant to Section 15301 and 15306 of the Public Resources Code.

 - c. Professional Services Agreement with Golder Associates for Module 6 Soil Excavation and Liner Design, and CQA Services (Ryan Schmidt) Pg. 61
Authorize the Chair to sign an agreement with Golder Associates, Inc. for design and Construction Quality Assurance services associated with the development of Module 6 at the Western Regional Sanitary Landfill, for an amount not-to-exceed \$696,520.

- d. Fiscal Year 2021/22 Preliminary Budgets (Eric Oddo) Pg. 83
Approve the Fiscal Year 2021/22 Preliminary Budgets for the Operating Fund, Closure/Postclosure Fund, Self Insurance Fund and Odor Management Fund as presented in Exhibits A, B and C.
 - e. Master Services Agreement with CSUS and CCIE (Ken Grehm) Pg. 99
Authorize the Chair to sign a Master Services Agreement with California State University, Sacramento and the Carlsen Center for Innovation and Entrepreneurship to assist with attracting, assisting and mentoring businesses that intend to beneficially utilize recyclable materials recovered at the WPWMA's facility.
10. Upcoming Agenda Items
Identification of any items the Board would like staff to address at a future meeting.
11. Adjournment

Western Placer Waste Management
Operations Fund Income Statement
(unaudited/depreciation excluded)

Year-to-Date
May 2021

	Year to Date			Variance	Notes
	Annual Budget	Budget	Actuals		
Revenue					
42010:Investment Income	321,554	294,758	107,576	(187,182)	Overestimated rate of return
42030:Rents and Concessions	351,607	322,307	370,684	48,377	Energy royalties tracking above projections
46240:Sanitation Services - Other	29,943	27,248	28,140	892	Quantity of waste tonnages received at facility exceeding budgeted projections
46250:Solid Waste Disposal	29,540,746	26,923,389	29,649,859	2,726,470	Quantity of waste tonnages received at facility exceeding budgeted projections
48030:Miscellaneous	7,500	6,875	67,770	60,895	Includes \$43,552 in state oil grant money and \$12,122 in customer late fees - neither purposely included in budget
Total Revenue	30,251,351	27,574,577	30,224,029	2,649,452	
Expenses					
29,929,797					
Capital Assets:					
54450:Equipment	200,000	66,667	0	66,667	Projects not initiated or billed yet
54470:Infrastructure	1,595,500	-	0	-	Projects not initiated or billed yet
54480:Land Improvements	5,869,827	-	0	-	Projects not initiated or billed yet
Operating Expenses:					
52030:Clothing and Personal	2,600	2,383	765	1,619	Scalehouse operator uniform replacement needs lower than expected
52040:Communication Services Expense	40,000	36,667	27,647	9,019	Monthly costs lower than projected. Estimate to be at or below budget at end of the year.
52050:Food	1,400	1,283	795	488	Reduced quantity and frequency of food purchased for Board meetings
52060:Household Expense	1,500	1,375	2,190	(815)	Approx. \$1,240 related to COVID-19 cleaning/disinfectant supplies
52080:Insurance	184,928	184,928	201,621	(16,693)	Annual insurance premiums paid. Did not budget for additional CEO insurance allocation
52140:Parts	3,500	3,208	964	2,245	Lower than anticipated need for replacement parts
52160:Maintenance	29,020	21,765	31,502	(9,737)	SCADA and server license fees not budgeted (\$5,915). Scalehouse ticket costs (\$3,248) budgeted to Account 52330.
52161:Maintenance - Building	-	-	17,610	(17,610)	Quarterly charges by County Building Maintenance not identified in the Budget
52170:Fuels & Lubricants	50	46	160	(114)	
52180:Materials - Buildings & Improvements	200	183	264	(80)	
52240:Professional / Membership Dues	4,000	4,000	853	3,147	See comment for Account 52785. Tracking below budget: unable to attend SWANA and other professional conferences.
52250:Services and Supplies	200	183	-	183	
52260:Misc Expense	8,000	7,333	922	6,412	Typical costs include outreach event registration fees - limited outreach events due to COVID-19 restrictions.
52270:Department Cash Shortage	300	275	-	275	Cash overages and shortages reflected in Revenue Account 46250: Solid Waste Disposal
52320:Printing	12,500	11,458	7,562	3,896	Relying more on electronic distribution of materials; less production of hard-copy items
52330:Other Supplies	19,000	17,417	22,997	(5,581)	Office supplies, particularly those used at the scalehouses, tracking above budgeted amounts.
52340:Postage	3,000	2,750	2,576	174	
52360:Prof. & Special Svcs - General	3,730,557	3,419,677	3,353,738	65,939	Several contracts not initiated or billed yet.
52370:Professional and Special Services - Legal	75,000	68,750	-	-	
52380:Prof. & Special Svcs - Tech., Eng. & Env.					
SC3140 Building Maintenance Installation and Repair Services	26,010	23,843	2,591	21,251	Fewer service calls for repair of office and scalehouse systems than anticipated.
SC3180 MRF Operations	18,181,907	15,799,697	15,419,623	380,074	May exceed budget at end of the year due to increased tonnages
SC3190 Landfill Operations	2,595,277	2,162,731	1,900,316	262,415	Projected to be at or below budget at end of the year
SC3320 Environmental and Ecological Services	3,596,860	3,297,122	3,002,909	294,213	Tracking below budget for WPWMA labor.
52390:Prof. & Special Svcs - County	31,160	28,563	61,528	(61,528)	Full payment for the year. Overbudget on disposal costs, County paid ~\$31k for temp event mobilization and labor costs.
52400:Prof. & Special Svcs - IT	150,000	112,500	102,761	(74,197)	Includes \$82,500 payment to Auditor that was budgeted to Account 55510
52440:Rents and Leases - Equipment	100	92	31,199	81,301	Overbudgeted. Monthly IT costs approx. 30% of FY 19/20 rates. Includes \$68,227 that was budgeted to Account 52160
52450:Rents and Leases - Buildings & Improvements	100	92	-	92	
52460:Small Tools & Instruments	150	138	4,851	(4,713)	Includes purchase of a laser level and a Nasal Ranger odor measurement device; neither identified in the Budget
52480:PC Acquisition	2,000	1,500	1,280	220	
52510:Commissioner's Fees	6,000	5,500	4,500	1,000	No August meeting.
52540:Signing & Safety Material	200	183	407	(223)	
52570:Advertising	40,000	36,667	86,031	(49,364)	Includes Public Outreach and Education consultant costs budgeted to 52360
52580:Special Department Expense	2,500	2,292	1,524	768	
52785:Training / Education	6,460	4,845	4,919	(74)	Includes \$446 in SWANA membership dues budgeted to Account 52240
52790:Transportation and Travel	10,000	9,167	568	8,599	Budgeted for direct monthly payment for use of County vehicles. Charges no longer directly paid to Fleet Services
52800:Utilities	1,581,735	1,449,924	81,919	1,368,005	Majority of budgeted costs are associated with aquifer pump and treat operation - full operation not started
52810:Operating Materials	496,782	496,782	621	(621)	Line item not specifically identified in the Budget
53190:Taxes and Assessments	-	-	512,799	(16,017)	Increased disposal taxes due to increased tonnage received at the facility
53250:Contributions to Other Agencies	180,000	-	244,101	(244,101)	CFD annual fee that was budgeted to Account 55510
53390:Transfer Out A-87 Costs	268,659	-	211,496	(211,496)	Actual costs greater than budgeted
55000:Appropriation for Contingencies	50,000	-	-	-	CFD annual fee is reflect in Account 53250
Total Expenses	39,006,980	27,281,983	25,420,551	1,861,433	
Net Income	(8,755,629)	292,594	4,803,479	4,510,885	

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**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **JUNE 17, 2021**
FROM: **KEN GREHM / JENNIFER SNYDER** JS
SUBJECT: **NORTECH WASTE, LLC ANNUAL FEE ADJUSTMENT**

RECOMMENDED ACTION:

None. This item is presented for information only.

BACKGROUND:

An annual processing fee adjustment included in the Agreement with Nortech Waste, LLC (Nortech) for operation of the Materials Recovery Facility (MRF) is effective July 1st of each year. The fee adjustment is the product of the annual inflationary adjustment factor (calculated using labor and materials indices as published by the U.S. Bureau of Labor Statistics and changes in the California minimum wage) and the fees established in the 2005/06 Operating Year (the base year of the Agreement).

Staff reviewed the fee adjustment calculations submitted by Nortech (attached) and agrees with the inflationary adjustment factor of 1.6758 relative to the 2005/06 base year. The adjustment reflects a 6.80% year-over-year increase in the fees paid to Nortech in FY 2020/21 as shown below:

	<u>FY 2020/21</u>	<u>FY 2021/22</u>
MSW Base Processing Fee (per ton)	\$44.39	\$47.41
C & D Processing Fee (per ton)	\$30.72	\$32.81
Green Waste and Food Waste Processing Fee (per ton)	\$35.31	\$37.71
Wood Waste Processing Fee (per ton)	\$27.46	\$29.33
Waste Tire Disposal Fee (per ton)	\$78.46	\$83.79
Refrigerated Appliance Processing Fee (per unit)	\$39.23	\$41.90
Non-Refrigerated Appliance Processing Fee (per unit)	\$7.47	\$7.98
HHW Facility Operating Fee (annual)	\$438,286.98	\$468,060.99

FISCAL IMPACT:

Based on the estimated quantities of materials presented in the FY 2021/22 Preliminary Budget, staff estimates Nortech will be paid approximately \$1,122,000 more as a result of this fee adjustment than if the processing fees had remained at the FY 2020/21 rates.

The adjustment to Nortech's fee structure does not change the current tipping fees charged to the WPWMA's customers. Sufficient funding was included in the FY 2021/22 Preliminary Budget to account for the increase in Nortech's fees to operate the MRF.

ATTACHMENT: LETTER DATED MAY 18, 2021 FROM NORTECH



May 18, 2021

Western Placer Waste Management Authority
Attn: Ken Grehm, Executive Director
11476 C Avenue
Auburn, CA 95603

RE: MRF Annual Adjustment to Processing Fees

Dear Ken:

Revised inflationary adjusted processing fees effective July 1, 2021 as per the 3rd Amendment to the Second Restated and Amended Operating Agreement, are presented below. The adjustment was derived using the following equation:

$$\text{New Fee} = \text{Operating Year 2005/2006 Fee} \times \text{COLA}$$

COLA is defined as $0.01 + 0.3072(\text{EC}_i/\text{EC}_o) + 0.3328(\text{MW}_i/\text{MW}_o) + 0.35(\text{PPI}_i/\text{PPI}_o)$

Indexes used in the COLA calculation to return a value of 1.6758 were:

- EC_i (Series ID CIU2010000000240I) = 146.8;
- $\text{EC}_o = 98.4$;
- MW_i (Based on California Minimum Wage) = 14.5;
- $\text{MW}_o = 6.75$;
- PPI_i (Series ID WPU00000000) = 216.3; and
- $\text{PPI}_o = 153.7$.

2021/2022 Processing Fees

Tonnage Below 230,000 Tons Per Year:	$\$28.29 \times 1.6758 = \47.41
Tonnage Above 230,000 Tons Per Year:	$\$26.07 \times 1.6758 = \43.69
HHW Operation Per Year:	$\$279,306 \times 1.6758 = \$468,060.99$
Processing Freon Appliances:	$\$25.00 \times 1.6758 = \41.90
Source Separated Green Waste:	$\$22.50 \times 1.6758 = \37.71
Source Separated Wood Waste:	$\$17.50 \times 1.6758 = \29.33
Construction & Demolition:	$\$19.58 \times 1.6758 = \32.81
Tire Disposal:	$\$50.00 \times 1.6758 = \83.79
Non-Refrigerated Appliances:	$\$4.76 \times 1.6758 = \7.98

Nortech Waste, LLC.

3033 Fiddymont Road * Roseville, CA * (916) 645-5230 * Fax (916) 645-5234

Please let me know if you have any questions and thank you for your consideration.

Sincerely,



Paul Szura
Vice President/General Manager
Nortech Waste, LLC
3033 Fiddymment Rd.
Roseville, California 95747
Email Paul@nortechwaste.com
Phone 916-645-5230

Cc: E. Oddo, WPWMA
K. Schmidt, WPWMA
G. Arenas, Nortech
B. Hildenbrand, Nortech

Nortech Waste, LLC.

3033 Fiddymment Road * Roseville, CA * (916) 645-5230 * Fax (916) 645-5234

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**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **JUNE 17, 2021**
FROM: **KEN GREHM / JENNIFER SNYDER** JS
SUBJECT: **NORTECH LANDFILL, INC. ANNUAL FEE ADJUSTMENT**

RECOMMENDED ACTION:

None. This item is presented for information only.

BACKGROUND:

An annual processing fee adjustment included in the Agreement with Nortech Landfill, Inc. (NLI) for operation of the Western Regional Sanitary Landfill (WRSL) is effective July 1st of each year. The fee adjustment is the product of the annual inflationary adjustment factor (calculated using labor, fuel and materials indices as published by the U.S. Bureau of Labor Statistics) and the fees established in the 2009/10 Operating Year (the base year of the Agreement).

Staff reviewed the fee adjustment calculations submitted by NLI (attached) and agrees with the inflationary adjustment factor of 1.2774 relative to the 2009/10 base year. The adjustment reflects a 6.87% year-over-year increase in the fees paid to NLI as shown below:

	<u>FY 2020/21</u>	<u>FY 2021/22</u>
Basic Services Fee (annual)	\$2,267,482	\$2,423,225
Airspace Conservation Incentive (per cy)	\$4.18	\$4.47
Maximum Airspace Conservation Incentive (annual)	\$418,355	\$447,090
Airspace Conservation Disincentive (per cy)	\$5.98	\$6.39

FISCAL IMPACT:

NLI will be paid approximately \$155,743 more in Basic Service fees as a result of this fee adjustment than if the fees had remained at the FY 2020/21 rates. Additionally, compared to the FY 2020/21 rate structure, the maximum airspace conservation incentive NLI can receive increased by \$28,735 as a result of the fee adjustment.

The adjustment to NLI's fee structure does not change the current tipping fees charged to the WPWMA's customers. Sufficient funding was included in the FY 2021/22 Preliminary Budget to account for the increase in NLI's fees to operate the WRSL.

ATTACHMENT: LETTER DATED MAY 18, 2021 FROM NORTECH LANDFILL, INC.



May 18, 2021

Western Placer Waste Management Authority
Attn: Ken Grehm, Executive Director
11476 C Avenue
Auburn, CA 95603

RE: WRSL Annual Inflation Adjustment

Dear Ken:

Inflationary adjusted operating fee effective July 1, 2021 is presented below. The adjustment was derived using the following equation:

$$\text{New Fee} = \text{Operating Year 2009/2010 Fee} \times \text{COLA}$$

$$\text{COLA is defined as } 0.20 + 0.30(\text{ECI}_i/\text{ECI}_o) + 0.40(\text{PPI}_i/\text{PPI}_o) + 0.10(\text{PPIF}_i/\text{PPIF}_o)$$

Indexes used in the COLA calculation to return a value of 1.2774 were:

- ECI_o (Series ID CIU2010000000240I) = 146.8;
- ECI_i = 109.9;
- PPI_i = (Series ID WPU03T15M05) = 221.7;
- PPI_o = 175.6;
- PPIF_i = (Series ID WPU057) = 226.1; and
- PPIF_o = 131.7.

2021/2022 WRSL Operating Fee

- Annual Fee for Basic Services = \$1,896,998 x 1.2774
= New Annual Fee of \$2,423,225.25

Effective Density Adjustments

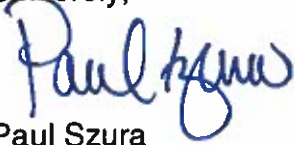
- Incentive = 2009/2010 Base Incentive of \$3.50/CY x 1.2774
= New Incentive of \$4.47/CY
 - Maximum Annual Incentive Base of \$350,000/YR x 1.2774
= New Max of \$447,090
- Disincentive = 2009/2010 Base Penalty of (\$5.00)/CY x 1.2774
= New Penalty of (\$6.39)/CY

Nortech Landfill, Inc.

3033 Fiddymont Road * Roseville, CA * (916) 645-5230 * Fax (916) 645-5234

Please let me know if you have any questions and thank you for your consideration.

Sincerely,



Paul Szura
Vice President/General Manager
Nortech Landfill, Inc.
3033 Fiddymment Rd.
Roseville, California 95747
Email Paul@nortechwaste.com
Phone 916-645-5230

Cc: E. Oddo, WPWMA
K. Schmidt, WPWMA
G. Arenas, Nortech
B. Hildenbrand, Nortech

Nortech Landfill, Inc.

3033 Fiddymment Road * Roseville, CA * (916) 645-5230 * Fax (916) 645-5234

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WESTERN PLACER WASTE MANAGEMENT AUTHORITY

Minutes of April 8, 2021

The meeting of the Western Placer Waste Management Authority Board of Directors was called to order at 5:00 PM by Chairman Halldin in the WPWMA Administration Building at the Materials Recovery Facility.

Directors Present:

Bill Halldin
Dan Karleskint
Robert Weygandt
Pauline Roccucci
Bonnie Gore

Staff Present:

Ken Grehm
Kevin Bell
Eric Oddo
Rob Sandman
Becky Correa (Virtual)
Keith Schmidt
Heather Wilden

1. Call Meeting to Order: Chairman Halldin called the meeting to order at 5:00 PM.
2. Pledge of Allegiance: Director Karleskint led the Pledge of Allegiance.
3. Roll Call: All Directors were present.
4. Statement of Meeting Procedures: Heather Wilden read the procedures for in-person and virtual meeting participation.
5. Closed Session:
Anticipated Litigation:
 - a. Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code §54956.9: two potential cases.
 - b. Initiation of litigation pursuant to subdivision (d)(4) of Government Code §54956.9: one potential case.Robert Sandman reported out of closed session noting that the Board provided direction to Counsel in each case of anticipated litigation.
6. Public Comment: None.
7. Announcements & Information:
 - a. Reports from Directors: There were no reports from the Directors.
 - b. Report from the Executive Director: Ken Grehm apprised the Board of \$26,000 in additional services requested of Nortech by the WPWMA for placement of soil on the side slope liner between Module 5 and 13 to protect the liner as required by the WPWMA's operating permits.
 - c. Financial Reports: Eric Oddo summarized the report. There were no questions from the Board.
 - d. Monthly Tonnage Reports: Eric Oddo summarized the report and answered questions from the Board.

- e. Quarterly MRF Operator's Report: Byron Hildenbrand, Nortech's Operations Manager summarized the report. There were no questions from the Board.
 - f. Quarterly Landfill Operator's Report: Byron Hildenbrand, Nortech's Operations Manager, summarized the report. There were no questions from the Board.
 - g. WPWMA Engineer's Report: Keith Schmidt summarized the report. There were no questions from the Board.
 - h. MRF Operations Procurement – Preliminary CEQA Review: Eric Oddo summarized the report. There were no questions from the Board.
8. Consent Agenda:
- a. Minutes of the Board Meeting held March 11, 2021
Staff recommended the Board approve the item as submitted.
 - b. Support of the SWANA Legislative Task Force:
Staff recommended the Board authorize payment of \$2,000 to the Solid Waste Association of North America Legislative Task Force.
 - c. Second Amendment to the Agreement with Quality Scales Unlimited for Commercial Truck Scale Repair and Maintenance:
Staff recommended authorizing the Executive Director or designee, upon review and approval by WPWMA Counsel, to sign the Second Amendment to the Agreement with Quality Scales Unlimited for commercial truck scale repair, for an additional cost of \$120,110. Increasing the total not-to-exceed cost of the Agreement to \$241,110.

MOTION TO APPROVE CONSENT AGENDA:

Gore/Weygandt

Vote: Unanimous

9. Action Items:
- a. Third Amendment to the Agreement with Jacobs for Facility Master Planning and Environmental Services:
Staff recommended the Board authorize the Chair to sign the Third Amendment to the Agreement with Jacobs Engineering Group, Inc., to provide additional professional services related to preparing an Environmental Impact Report associated with the Waste Action Plan, for an additional net cost of \$562,100, increasing the total not-to-exceed cost of the Agreement to \$4,301,967.

Eric Oddo summarized the report and answered questions from the Board.

MOTION TO APPROVE ITEM 9a:

Weygandt/Roccucci

Vote: Unanimous

b. MRF Operations Procurement: Selection of Finalists:

Staff recommended authorizing the Executive Director or designee, upon review and approval by WPWMA Counsel, to sign separate Design and Construction Management Agreements with GreenWaste of Placer County and FCC Environmental Solutions for an amount no to exceed \$50,000 per agreement to develop their conceptual MRF designs to a 30 percent level.

Kevin Bell summarized the report. There were no questions from the Board.

The Board expressed their appreciation to Nortech for its successful long-term partnership with the WPWMA.

**MOTION TO APPROVE 9b:
Karleskint/Roccucci**

ROLL CALL VOTE:

Halldin:	YES	Karleskint:	YES
Roccucci:	YES	Gore:	YES
Weygandt:	YES		

Vote: 5 In Favor, 0 Opposed – Motion Passed

10. Upcoming Agenda Items: None.

11. Adjournment: Meeting was adjourned at 6:49 PM.

Respectfully Submitted,



Heather Wilden, Clerk of the Board
Western Placer Waste Management Authority

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**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **JUNE 17, 2021**
FROM: **KEN GREHM / ERIC ODDO** 
SUBJECT: **SECOND AMENDMENT TO THE HHW AGREEMENT WITH THE COUNTY OF SACRAMENTO**

RECOMMENDED ACTION:

Authorize the Executive Director of designee, upon review and approval by WPWMA Counsel, to sign the Second Amendment to the household hazardous waste (HHW) Agreement between the WPWMA and the County of Sacramento which extends the term of the Agreement for an additional five years.

BACKGROUND:

At the February 9, 2017 meeting, your Board approved the Agreement with the County of Sacramento related to the use of each other's HHW facilities by residents of Placer and Sacramento counties. The Agreement established a mechanism for monthly reconciliation and reimbursement of administrative, labor and recycling/disposal costs associated with providing HHW disposal services to each other's residents at its respective permanent HHW collection facilities. In July 2020, the Agreement was amended to extend the term for an additional year until July 2021.

The intent of the Agreement is to ensure convenient locations are available to residents to safely dispose of HHW while avoiding either entity from having to subsidize the cost associated with receipt and disposal of HHW received from each other's service areas. This inter-agency agreement has proved beneficial to the WPWMA and staff recommend extending the term of the Agreement, via the proposed Second Amendment (attached), for an additional five (5) years effective July 1, 2021.

ENVIRONMENTAL CLEARANCE:

The recommended action is categorically exempt from further environmental review pursuant to Section 15301 "Existing Facilities" of the CEQA guidelines which provides for operation and minor alteration of existing public facilities involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

FISCAL IMPACT:

Based on historic use patterns at both the WPWMA's and County of Sacramento's HHW facilities, staff anticipates continuation of the Agreement will result in a net annual cost to the WPWMA between \$3,000 and \$5,000. Sufficient funding is included in the FY 2021/22 Preliminary Budget to cover this cost.

ATTACHMENT: SECOND AMENDMENT

**COUNTY OF SACRAMENTO
PUBLIC WORKS AND INFRASTRUCTURE**

**SECOND AMENDMENT TO AGREEMENT FOR REIMBURSEMENT OF
HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM COSTS
BETWEEN THE COUNTY OF SACRAMENTO AND THE WESTERN PLACER
WASTE MANAGEMENT AUTHORITY**

THIS SECOND AMENDMENT is made and entered into on July 1, 2021, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the WESTERN PLACER WASTE MANAGEMENT AUTHORITY, a local agency, organized under the laws of the State of California, hereinafter referred to as "AUTHORITY".

RECITALS

WHEREAS, COUNTY and AUTHORITY previously entered into an Agreement on March 1, 2017 to provide convenient access to COUNTY and AUTHORITY residents for their disposal of household hazardous waste, and to reimburse each other for the costs incurred therewith (hereinafter "Agreement"); and

WHEREAS, the original Agreement was amended on July 1, 2020; and

WHEREAS, COUNTY and AUTHORITY, desire to further amend said Agreement to update definitions, amend the scope, and extend the term.

NOW, THEREFORE, the Agreement is amended as follows:

1. DEFINITIONS

Section 1.A, "AUTHORITY Director", and section 1.C, "COUNTY Director", are hereby deleted in their entirety and replaced with the following:

"AUTHORITY Director" shall mean the Executive Director for AUTHORITY or his/her designee. AUTHORITY Director shall administer this Agreement on behalf of the AUTHORITY, and has authority to make administrative amendments to this Agreement on behalf of the AUTHORITY including, but not limited to, scope of services, pricing, management practices, etc. Unless otherwise provided herein or required by applicable law, AUTHORITY Director shall be vested with all the rights, powers, and duties of AUTHORITY herein. With respect to

matters herein subject to the approval, satisfaction, or discretion of AUTHORITY or AUTHORITY Director, the decision of the AUTHORITY Director in such matters shall be final.

"COUNTY Director" shall mean the Director of the Department of Waste Management and Recycling or his/her designee. COUNTY Director shall administer this Agreement on behalf of the COUNTY, and has authority to make administrative amendments to this Agreement on behalf of the COUNTY including, but not limited to, scope of services, pricing, management practices, etc. Unless otherwise provided herein or required by applicable law, COUNTY Director shall be vested with all the rights, powers, and duties of COUNTY herein. With respect to matters herein subject to the approval, satisfaction, or discretion of COUNTY or COUNTY Director, the decision of the COUNTY Director in such matters shall be final.

2. TERM

The term of this Agreement is hereby amended to remain in effect until June 30, 2026. COUNTY Director and AUTHORITY Director are authorized to amend this Agreement to extend the term for up to three (3) additional one-year terms upon mutual written consent of COUNTY Director and AUTHORITY Director.

3. EXHIBIT A, SECTION 3.E.1.i

Exhibit A, section 3.E.1.i is hereby replaced in its entirety with the following:

Each self-hauled HHW vehicle load will include an HHW Admin Fee and Per Item Fees. The Per Item Fees are based on the type and quantity of material delivered in each self-hauled HHW vehicle load. The HHW Admin Fee and Per Item Fees shown in Exhibit B-1 shall be established each year and shall take effect July 1. The HHW Admin Fee and Per Item Fees shall be based on the cost of service principle. Fees will be calculated using actual costs incurred, including but not limited to labor, materials, transportation, and disposal. In addition, fees may be adjusted as necessary to address changes in regulation and/or when new material types are identified.

4. EXHIBIT B UNIT PRICING TABLE

Exhibit B shall be replaced by the attached Exhibit B-1. Exhibit B-1 is subject to change pursuant to section 3, above.

5. **REAFFIRMATION**

Except as expressly stated herein, the Agreement shall remain in full force and effect.

6. **ENTIRE AGREEMENT**

The Agreement, as amended by this Second Amendment, and any attachments hereto, constitute the entire understanding between the COUNTY and AUTHORITY concerning the subject matter contained herein.

7. **EFFECTIVE DATE**

This Second Amendment shall be deemed effective as of the date first written above.

8. **AUTHORITY TO EXECUTE**

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

9. **DUPLICATE COUNTERPARTS**

This Second Amendment may be executed in duplicate counterparts and shall be deemed executed when signed by both parties.

Signatures scanned and transmitted electronically shall be deemed original signatures of this Second Amendment, with such scanned signatures having the same legal effect as original signatures. This Second Amendment may be executed through the use of electronic signature and will be binding on each party as if it were physically executed.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Agreement as of the day and year first written above.

COUNTY OF SACRAMENTO, a political subdivision of the State of California

WESTERN PLACER WASTE MANAGEMENT AUTHORITY, a local agency

By: _____
Doug Sloan, Director
Department of Waste Management and Recycling

By: _____
Ken Grehm, P.E.
Executive Director

"COUNTY"

"AUTHORITY"

Date: _____

Date: _____

Agreement approved by the Board of Supervisors:

Agenda Date: _____

Item Number: _____

Resolution Number: _____

Contract Reviewed and Approved by County Counsel:

By: _____
Katrina G. Nelson,
Deputy County Counsel

Date: _____

Prepared by: _____

Richard Shaw, Sr. Contract Services Officer
Contract & Purchasing Services Division
Department of General Services
Phone: (916) 876-6373

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**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **JUNE 17, 2021**
FROM: **KEN GREHM / STEPHANIE ULMER** *SM*
SUBJECT: **FIRST AMENDMENT TO THE AGREEMENT WITH MAGMA CREATIVE
FOR PUBLIC ENGAGEMENT AND PUBLIC INFORMATION OFFICER
SERVICES**

RECOMMENDED ACTION:

Authorize the Chair to sign the First Amendment with Magma Creative, Inc. (Magma) to provide ongoing professional public engagement services related to the WPWMA's facilities and services and Waste Action Plan for an amount not to exceed \$119,500, increasing the total not-to-exceed amount of the Agreement to \$202,300.

BACKGROUND:

On June 18, 2020, your Board approved an agreement with Magma to conduct Public Information Officer (PIO) related services and provide continued public engagement related to the WPWMA's Waste Action Plan.

On October 15, 2020, your Board approved the addition of a Public Information Assistant (PIA) position that will ultimately allow the WPWMA to internalize a significant portion of the duties currently performed by Magma. However, until the WPWMA's PIA position is created and filled, staff recommend continuing to contract with Magma to provide ongoing PIO type services. Should the PIA position be filled before the end of the Agreement with Magma, some of the services identified may be performed by the PIA rather than Magma resulting in a lower cost associated with the proposed Amendment.

In recognition of the importance of these services and the value in maintaining consistency and reliability, staff worked with Magma to negotiate the attached Amendment which extends the term for an additional year and provides for continued support of all elements of stakeholder engagement in the WPWMA's Waste Action Plan.

The Amendment will also provide for continued coordination with, and distribution of, press releases to local media outlets as well as growth of the WPWMA's social media outlets to engage and inform residents regarding WPWMA services and events; roughly 47% of the budget is dedicated to direct media buys to support these efforts.

ENVIRONMENTAL CLEARANCE:

Development and implementation of a public education program is categorically exempt under CEQA Guidelines, Article 19, Section 15322, "Education or Training Programs Involving No Physical Changes."

FISCAL IMPACT:

The cost of providing the proposed services is \$119,500. Funding for the First Amendment is included in Account 52360 of the FY 2021/22 Preliminary Budget.

ATTACHMENT: FIRST AMENDMENT

ADMINISTRATING AGENCY: Western Placer Waste Management Authority

AGREEMENT NO.: 102961

DESCRIPTION: First Amendment to the Public Information Officer Services Agreement

This FIRST Amendment is made to be effective as of, from and after the day of _____ 2021, and between the **Western Placer Waste Management Authority**, a Joint Powers Authority (hereinafter referred to as the "WPWMA"), and **Magma Creative, Inc.**, an S-Corporation (hereinafter referred to as the "Consultant").

RECITALS

1. The WPWMA and Consultant have entered into that certain "Public Information Officer Services Agreement" as of August 18, 2020 (hereinafter referred to as the "Agreement").
2. Consultant provides comprehensive public engagement management including activities in support of the WPWMA's Renewable Placer Waste Action Plan.
3. On October 15, 2020, the WPWMA approved the addition of a Public Information Assistant position that will ultimately absorb all or a portion of the duties currently conducted by Consultant. The WPWMA has identified the need for continued PIO services until that position is filled.
4. In recognition of the importance of these services and the value in maintaining consistency and reliability, the WPWMA proposed, and Consultant agreed, to extend the term of the existing Agreement for an additional one-year period for a cost not to exceed One Hundred Sixty-Eight Thousand One Hundred Dollars (\$119,500).
5. The WPWMA and Consultant acknowledge that, by extending the Agreement for an additional one-year period, the total cost of the Agreement shall increase to Two Hundred Two Thousand Three Hundred Dollars (\$202,300).
6. The WPWMA and Consultant desire to amend the Agreement to reflect the revised understanding between the parties as set forth below. All references in this First Amendment to a Section, to an Appendix, or to an Exhibit shall refer to that Section or Exhibit of the Agreement, and all terms defined in the Agreement shall have the same meaning herein.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The last sentence in item 2. **Payment**, shall be replaced with the following sentence:

“The total amount payable for all services provided under this Agreement, including Additional Services, shall not exceed Two Hundred Two Thousand Three Hundred Dollars (). without the prior written approval of the WPWMA.”
2. Task 2 of Exhibit A, Scope of Services, shall be amended to add the following services, which shall read as follows:

[Consultant shall prepare all aspects of the following as requested by WPWMA:]

 - “Managing organic social media, including content creation and graphic design
 - Creating bi-weekly posts for Facebook
 - Creating weekly posts for Instagram and Twitter

- Managing a social media content posting schedule for all three (3) platforms
 - Optimizing the WPWMA’s website via content and graphic updates
 - Collaborating with regional Public Information Officers to share key messages.”

3. Task 2 of Exhibit A, Scope of Services, shall be amended to add the following deliverable, which shall read in its entirety as follows:

<i>Deliverables</i>	<i>Due</i>
Bi-monthly editorial social media calendars	Every two (2) weeks

4. The Public Meetings section of Task 3 of Exhibit A, Scope of Services, shall be amended to increase the number of public meetings attended by Consultant and shall read as follows:

“Public Meetings – Consultant shall prepare for and attend up to twelve (12) public meetings.”

5. Task 4 of Exhibit A, Scope of Services, shall be amended to add the following services, which shall read in its entirety as follows:

“Consultant shall work with WPWMA staff to identify potential topics for videos highlighting various facility or program elements. Consultant shall develop storyboards and any necessary scripts or copy and produce up to six (6) thirty-second (:30) videos to be used on WPWMA’s website or social media platforms. Consultant shall also utilize video shoots to capture any necessary still photographs to support these efforts. Consultant shall edit the videos as appropriate for posting on all appropriate digital platforms, including but not limited to the WPWMA’s website, social media channels and YouTube account.”

6. Task 5 of Exhibit A, Scope of Services, shall be amended to add the following services, which shall read as follows:

“Consultant shall attend one (1) half-hour (30-minute) phone meeting weekly and one (1) hour-long in-person meeting monthly as determined necessary by the WPWMA.”

7. Exhibit A, Scope of Services, shall be amended to add the following new task 7 which shall read in its entirety as follows:

“TASK 7 – PAID DIGITAL MEDIA

Consultant shall create, manage, place and optimize all social media ads per Task 2. Consultant shall also recommend improvements or conduct A/B testing of messages or visuals as appropriate to optimize messaging that best resonates with the audience. Consultant shall:

- Target western Placer County residents via paid ads to increase the numbers of followers on each of the WPWMA’s social media channels
- Promote the WPWMA’s October mattress recycling event to approximately 35,000 western Placer County residents
- Promote additional WPWMA events or key messages as directed by the WPWMA
- Create a Google ad or paid digital display ad program to complement media spends

<i>Deliverables</i>	<i>Due</i>	<i>Format</i>
Draft paid media plan	Within one (1) month of contract kickoff	Word, PDF
Final paid media plan	Ten (10) days after feedback is provided	PDF
Boosting or paid media advertisements for additional key messages	Within timeframe as agreed upon by Consultant and WPWMA	

8. Exhibit B shall be deleted and Exhibit B.1 attached hereto are substituted therefore.

Except as expressly provided in this First Amendment, the Agreement shall remain unchanged and in full force and effect. After this First Amendment is duly executed and delivered by WPWMA and Consultant, this First Amendment shall be and constitute an integral part of the Agreement.

WPWMA: Western Placer Waste Management Authority
Stephanie Ulmer, Environmental Resources Specialist
3013 Fiddymont Road
Roseville, CA 95747
Phone: (916) 543-3986

CONSULTANT: Magma Creative, Inc.
Chris Guzman, CEO & Core Creator
530 Oak Street
Roseville, CA 95747
Phone: (916) 780-1181

REMIT TO: Magma Creative, Inc.
Susan Guzman, Chief Officer of People and Money
530 Oak Street
Roseville, CA 95747
Phone: (916) 780-1181

WPWMA or Consultant may from time to time designate any other address for this purpose by written notice to the other party.

Executed as of the day first above stated:

WESTERN PLACER WASTE MANAGEMENT AUTHORITY

By: _____
Chair, Western Placer Waste Management Authority

Date: _____

MAGMA CREATIVE, INC., CONSULTANT

By: _____
Chris Guzman, CEO & Core Creator

By: _____
Susan Guzman, Chief Officer of People and Money

Approved as to Form:

By: _____
WPWMA Counsel

EXHIBIT B.1

PAYMENT FOR SERVICES RENDERED

Payment to Consultant shall be made by the WPWMA on an hourly basis in accordance with the schedule attached hereto as Exhibit B-1.1 and subject to the task budgets listed in Table 1.1, below.

Consultant shall submit invoices monthly and describe in detail the work and work hours performed, staff performing the work, staff hourly rate, and expenses for which reimbursement is claimed. Consultant shall also include with the monthly invoice a spreadsheet indicating task budgets, charges by task for each invoice, cumulative charges to date by task, and percent of budget remaining by task. Consultant shall state hourly time in increments of no less than one-quarter (1/4) of an hour.

Provided the work has been satisfactorily performed, WPWMA will pay invoices within thirty (30) days after approval of the invoice. Consultant shall provide additional information requested by the WPWMA to verify any of the amounts claimed for payment in any invoice. The total amount payable for all services provided under this Agreement shall not exceed Two Hundred Two Thousand Three Hundred and no/100 Dollars (\$202,300.00).

Table 1.1 – Task Budgets

Task	Description	Original Budget	First Amendment	Total
1	Public Engagement Strategy	\$9,975	---	\$9,975
2	Public Information Officer Services	\$12,500	\$32,000	\$44,500
3	Renewable Placer Waste Action Plan Support	\$20,325	\$32,000	\$52,325
4	Social Media Video Production	\$21,250	\$25,000	\$46,250
5	Meetings and Reporting	\$8,750	\$15,000	\$25,000
6	Additional Services	\$10,000	---	\$10,000
7	Paid Digital Media Management	---	\$15,500	\$15,500
TOTAL CONTRACT AMOUNT		\$82,800	\$119,500	\$202,300

**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS**

DATE: **JUNE 17, 2021**

FROM: **KEN GREHM / ERIC ODDO** 

SUBJECT: **SETTLEMENT AGREEMENT WITH PLACER COUNTY AIR
POLLUTION CONTROL DISTRICT**

RECOMMENDED ACTION:

1. Authorize the Executive Director to sign the attached Settlement Agreement with the Placer County Air Pollution Control District (APCD) resolving Notices of Violation (NOV) 5280 and 5282 related to methane surface emissions exceedances at the Western Regional Sanitary Landfill (WRSL); and
2. Authorize the Executive Director or designee, upon review and approval by WPWMA Counsel, to sign the Fourth Amendment to the landfill gas (LFG) Operations, Monitoring and Maintenance Agreement with SCS Field Services for the purposes of preparing a comprehensive evaluation of the WPWMA's LFG system for a not-to-exceed cost of \$80,000.

BACKGROUND:

As reported to your Board at the April 11, 2021 meeting, the WPWMA is obligated to operate the WRSL in such a way to ensure surface methane emissions remain below specified regulatory limits. To ensure compliance with this standard, the WPWMA's LFG operations and maintenance contractor (SCS Field Services [SCS]) conducts quarterly surface scans of the landfill surface and at all penetrations of the landfill surface (e.g., LFG collection well piping). The applicable regulations provide a mechanism for the WPWMA to document, report, correct exceedances and verify compliance without penalty. However, if methane exceedances are found by the regulatory body (e.g., APCD staff), the WPWMA is immediately considered in violation and may be subject to a monetary penalty.

On April 19, 2018 and August 23, 2018, APCD and California Air Resources Board (CARB) staff conducted an inspection of the WRSL and identified three (3) locations on the landfill surface that exceeded the regulatory thresholds. On October 23, 2018 APCD issued NOV 5280 (attached). On November 7 and 8, 2019, APCD staff conducted an inspection of the WRSL and identified eleven (11) locations on the landfill surface that exceeded the regulatory thresholds. On January 17, 2019, APCD issued NOV 5282 (attached). Staff met with APCD staff on several occasions and provided follow-up information as requested, including the development and subsequent approval by your Board of the WPWMA's Site Wide Odor Plan. On February 26, 2021, APCD issued the attached Settlement Agreement for the two NOVs contingent on the WPWMA's payment of \$70,000 to the APCD.

Following receipt of the proposed Settlement Agreement, staff again met with APCD to discuss opportunities for the WPWMA to remit a portion of the \$70,000 to APCD as a fine and use the remainder to fund a study to: 1) compare the WPWMA's LFG collection

system design and operating procedures to industry “best management practices” and 2) identify additional operational or design practices that, if subsequently approved by your Board, could have the potential to further reduce LFG surface emissions or result in more timely identification and resolution of LFG surface emissions. Staff also requested the APCD extend the deadline to execute the proposed settlement agreement until June 24, 2021.

Staff and SCS have prepared the attached draft scope of work for the recommended study, a copy of which has been provided to the APCD for their review and comment. Upon authorization to proceed with the work, SCS anticipates completing the study in approximately twelve (12) weeks. Following completion of the study, staff will return to your Board for consideration of any additional beneficial and cost-effective operational or design practices identified by SCS.

ENVIRONMENTAL CLEARANCE:

Executing a Settlement Agreement to resolve the NOV's is not considered a project under the California Environmental Quality Act.

Amending the agreement with SCS for operation, monitoring and maintenance of the LFG system for the purposes of conducting the recommended system evaluation is categorically exempt under CEQA Guidelines, Article 19, Section 15306 “Information Collection”, which allows for data collection when such activities do not result in a serious or major disturbance to an environmental resource.

FISCAL IMPACT:

Sufficient funding to remit payment to APCD and to amend SCS's agreement to prepare the recommended study is available in the FY 2020/21 Budget.

ATTACHMENT: NOTICE OF VIOLATION 5280 AND 5282
SETTLEMENT AGREEMENT
DRAFT SCOPE OF WORK



2018 OCT 31 PM 1:44

NOTICE OF VIOLATION

October 23, 2018

Attn: Eric Oddo
Western Placer Waste Management Authority
11476 C Avenue
Auburn, CA 95603

Notice of Violation:

Number: 5280
Date(s): 4/19/18 and 8/23/18
Location: Western Regional Sanitary Landfill, 3033 Fiddymont Road, Roseville, California

This letter is your notice that the Placer County Air Pollution Control District (District), authorized and established by California Health and Safety Code Section 40002, has made the finding that Western Placer Waste Management Authority has violated District rules and regulations and/or state/federal air pollution laws. District rules can be viewed at <http://www.placer.ca.gov/departments/air/rules>.

Violation Circumstances:

Component leak and instantaneous surface emission monitoring (SEM) was performed by District and California Air Resources Board staff during compliance inspections of the Western Regional Sanitary Landfill on 4/19/18 and 8/23/18. Three separate exceedances of the methane instantaneous 500 ppmv limit were measured, violations under California Code of Regulations (CCR) Section 95464 and 95465:

Date	Landfill Location	Methane Measurement (ppmv)
4/19/18	A69	9,420
8/23/18	A57	1,100 – 4,800
8/23/18	A71	2,900 – 5,000

Settlement Offer:

Based upon our investigation, there is sufficient information to proceed with a civil action pursuant to California Health and Safety Code, Section 42402 et seq. As is provided for in State law, it is the District's policy to settle these matters through a mutual settlement process in lieu of pursuing this case in court.

For the violations you have strict liability of up to \$10,000 per violation per day pursuant to California Health and Safety Code Section 42402(b)(1).

The District requests that you provide a report of the corrective actions and re-monitoring performed in the areas of exceedance. This report is to be submitted on or before November 30, 2018.

Notice of Violation No. 5280
October 23, 2018
Page 2

A mutual settlement, including a monetary penalty, will be sought following the receipt and evaluation of the report.

If there are additional facts or circumstances the District should take into consideration in settling this matter, you may contact me at (530) 745-2337 to discuss this matter by telephone or to request a settlement conference.

Sincerely,


Bruce Springsteen
Compliance and Enforcement Manager

NOTICE OF VIOLATION

January 17, 2019

Attn: Eric Oddo
Western Placer Waste Management Authority
11476 C Avenue
Auburn, CA 95603

Notice of Violation:

Number: 5282
Date(s): November 7 and 8, 2018
Location: Western Regional Sanitary Landfill, 3033 Fiddymont Road, Roseville, California

This letter is your notice that the Placer County Air Pollution Control District (District), authorized and established by California Health and Safety Code Section 40002, has made the finding that Western Placer Waste Management Authority has violated District rules and regulations and/or state/federal air pollution laws. District rules can be viewed at <http://www.placer.ca.gov/departments/air/rules>.

Violation Circumstances:

Instantaneous and integrated surface emission monitoring was performed by District staff during compliance inspections of the Western Regional Sanitary Landfill on 11/07/18 and 11/08/18. During these inspections, repeatable readings of surface methane emissions were found at 11 separate locations of the landfill in exceedance of the 500 ppmv limit under California Code of Regulations (CCR) Section 95464 and 95465. Each of the exceedances are listed below, showing the date, location, and surface methane emission measurement level. Several of these exceedances were concurrently measured and recorded by your contractor Justin Ruhle of Cornerstone.

	Date	Landfill Location	Methane Surface Emission Measurement (ppmv)
1.	11/07/18	A78	1,193
2.	11/07/18	A79	1,100-4,800
3.	11/07/18	38°49.5790'N, 121°20.7400'W	620
4.	11/07/18	A71	3,252
5.	11/07/18	Between A75 and A78, near pipe	600-5,500
6.	11/08/18	A67	989
7.	11/08/18	A39	817-2,400
8.	11/08/18	42D	610-3,300
9.	11/08/18	A49	516, 570
10.	11/08/18	A72	2,173
11.	11/08/18	41R	1,097

In addition, integrated surface methane emission monitoring was conducted on a 50,000 square foot grid, labeled by the District as Grid 1. The result of this monitoring was an integrated exceedance, at 45 ppmv methane, of the integrated limit of 25 ppmv under CCR Section 95465. This grid was also monitored concurrently by Justin Ruhle.

The District performed a subsequent inspection on 11/19/18. Instantaneous surface methane emission readings of 1,627-3,813 ppmv were found at A78 and integrated readings at Grid 1 were 37 ppmv.

As required by the California Landfill Methane Regulation, instantaneous and integrated surface methane emission exceedances are to be recorded, clearly marked, repaired/corrected and re-monitored within 10 calendar days. For surface emission exceedances, if the re-monitoring shows a second exceedance, additional corrective action must be taken and the location re-monitored again no later than 10 calendar days after the second exceedance. If the re-monitoring shows a third exceedance, the owner or owner operator must install a new or replacement well, as determined, to achieve compliance no later than 120 days after detecting the third exceedance.

For instantaneous exceedances, the federal regulation, 40 CFR, Part 60, Subpart WWW--Standards of Performance for Municipal Solid Waste Landfills, Section 60.755(c)(4)(iv), requires that any location that initially showed an exceedance, but has a methane concentration less than 500 ppmv above background at the 10-day re-monitoring, shall be re-monitored one month from the initial exceedance.

Settlement Offer:

Based on our investigation, there is sufficient information to proceed with a civil action pursuant to California Health and Safety Code, Article 3, Section 42402 et seq.. As is provided for in State law, it is the District's policy to settle these matters through a mutual settlement process in lieu of pursuing this case in court.

For the twelve (12) violations of this Violation Notice Number 5282, and for the three (3) surface methane emission violations under Notice of Violation Number 5280 recently issued to you on October 23, 2018, your Agency could be liable for up to \$25,000 per violation under California Health and Safety Code Section 42402.1(a). For the total of fifteen (15) violations from Notice of Violation Numbers 5282 and 5280, you have a maximum monetary penalty exposure of \$350,000. These violations are considered negligent emissions because you are required to self-monitor the condition of the landfill surface and to correct on a timely basis any exceedances.

The District requests to meet at our office on Thursday February 7, 2019, at 1:00 PM, to discuss a settlement of Notice of Violation Numbers 5280 and 5282. We request you: (1) provide documentation on corrective actions and re-monitoring performed in the areas of the surface methane emission exceedances, and (2) be prepared to discuss a plan and schedule for necessary landfill improvements and upgrades and landfill surveillance, and operational enhancements that will be implemented to prevent future surface emission exceedances. We also expect to discuss the appropriate monetary penalty settlement associated with these violations.

Please contact me at (530) 745-2337 with any questions or if you would like to meet at another time.

Sincerely,


Bruce Springsteen
Compliance and Enforcement Manager

NOTICE OF VIOLATION

February 26, 2021

Attn: Eric Oddo
Western Placer Waste Management Authority
3013 Fiddymont Road
Roseville CA 95747

Subject: Offer to Settle Notice of Violation Numbers 5280 and 5282

Dear Mr. Oddo:

Placer County Air Pollution Control District (District) issued Notice of Violation Numbers 5280 and 5282 for fifteen (15) separate exceedances of surface methane emission limits at the Western Placer Waste Management Authority (WPWMA) landfill. The landfill operates under District Permit to Operate PLWR-17-03 and Title V Permit WR-001. These exceedances were identified by District and California Air Resources Board staff measurements on April 19, 2018, August 23, 2018, and November 7 and 8, 2018. Violation notices were provided in letters to WPWMA dated October 23, 2018 and January 17, 2019, find copies attached.

The District appreciates WPWMA's efforts to satisfy District requests to demonstrate progress toward settlement, contained in our letter dated July 8, 2019. This includes WPWMA's:

- Corrective actions taken to address the surface methane emission exceedances and prevent them from reoccurring, documented in an email from WPWMA dated August 21, 2020.
- Established and implemented Best Management Practices (BMPs) for operating the landfill gas and leachate recovery systems to ensure compliance with surface methane emissions standards, contained in a revised "Landfill Gas and Leachate Management Standard Operating Procedures" manual, dated October 2020 (provided initially on July 21, 2020) and "Site-wide Odor Plan" Version 1.2, dated October 2020 (provided October 7, 2020).
- Evaluated the landfill gas collection and control system (GCCS) design and operation to meet Federal, State, and District requirements and best industry standards, and developed recommendations as appropriate on projects to improve GCCS performance, and incorporated the recommendations into the landfill "Standard Operating Procedures" manual and "Site-Wide Odor Plan".
- Developed and implemented BMPs to minimize odors from active landfill gas disposal operations, as documented in the "Landfill Active Face Odor Management Handbook", prepared by Schmidt and Card, dated September 2017 (provided September 17, 2020).

- Implemented an enhanced GCCS monitoring plan to ensure compliance is maintained -- with particular focus on evaluating that each well is securely sealed to prevent any emissions of landfill gas from around well casings -- and contained in the "Site-wide Odor Plan" and "Standard Operating Procedures" manual.

The District offers to settle the subject violations for a monetary penalty of **Seventy Thousand Dollars (\$70,000)**. If this case is not settled by April 30, 2021, then the settlement offer is withdrawn.

As noted in our earlier communications, as negligent emission violations, WPWMA is liable for up to \$25,000 per violation under California Health and Safety Code Section 42402.1(a). These violations are considered negligent emissions because WPWMA is required to self-monitor the condition of the landfill surface emissions and to correct on a timely basis any exceedances. The offer is significantly reduced from the maximum monetary penalty exposure of \$350,000 -- considering and acknowledging WPWMA's above actions to correct and ensure compliance, the extent and impact of the emissions on human health and the environment, and to encourage out of court mutual settlement.

Be aware that failure to comply with surface emission limitations is also a direct indicator of not meeting District permit requirements to:

- Design, operate, maintain, and expand the GCCS to handle the expected landfill gas generation flow rate from the entire area of the landfill and to collect gas at an extraction rate such that no location on the landfill exceeds State and Federal surface emission standards.
- Route the collected gas to a gas control device or devices, and operate the gas collection and control system continuously, and design and operate the gas collection system to draw all the gas toward the gas control device or devices.

Please also be aware that continued emissions violations will incur additional and more severe monetary penalties. Please contact me at (530) 308-4871 with any questions or to further discuss this matter.

Sincerely,



Bruce Springsteen
Compliance and Enforcement Manager

AGREEMENT

Notice of Violation No. 5280 and 5282

Western Placer Waste Management Authority shall pay a settlement of **Seventy Thousand Dollars (\$70,000)**, in lieu of civil penalties determined pursuant to California Health and Safety Code Section 42402 et seq. The total monetary settlement is to be paid no later than **April 30, 2021**.

Return of this agreement is requested by April 30, 2021

Failure to meet any of these agreement conditions shall void this agreement. In consideration of this settlement, the District agrees to refrain from seeking additional penalties with regard to the violation(s) set forth in this Notice of Violation letter. Notwithstanding this agreement, any evidence used in this matter may also be used in subsequent, but separate, enforcement actions. The signatures below signify agreement with the stated terms and conditions. By agreeing to these terms the alleged violator does not indicate acceptance of guilt.



Bruce Springsteen
Compliance and Enforcement Manager
Placer County Air Pollution Control District

03/11/21

Date

Alleged Violator
Western Placer Waste Management Authority

Date

Please return this form, with a check payable to the *Placer County Air Pollution Control District* in the amount of the penalty, or a receipt showing that you have paid the penalty online at <http://www.placer.ca.gov/departments/air/onlinepayments>, to the *Placer County Air Pollution Control District, 110 Maple Street, Auburn, CA 95603*, in acknowledgment that these terms of settlement are acceptable.

RETURN THIS AGREEMENT WITH YOUR PAYMENT

GCCS EVALUATION REPORT

SCS shall prepare a written GCCS evaluation report for submittal to WPWMA and PCAPCD to confirm the current GCCS design is consistent with the applicable U.S. EPA's 40 CFR Part 60 Subpart Cf "Emission Guidelines and Compliance Times for MSW Landfills" and California's "Regulation Order for Methane Emissions from Municipal Solid Waste Landfills," as well as its expandability to control LFG both now and in the future. The review shall also assess current operations to determine how the GCCS may be operated, maintained and monitored more efficiently with the goal of improved control of LFG subsurface migration and surface emissions consistent with industry standards of care and performance.

During this evaluation SCS shall review:

- Current LFG predictive gas generation model results for WRSL;
- Current GCCS design;
- Historic and current flow data at the flare station and landfill gas to energy (LFGTE) facility;
- The most recent six months of wellfield data (including LFG composition, pressure, temperature, and flowrate);
- The most recent six months of perimeter gas probe and surface emission monitoring data;
- Available liquid level data; and
- Current header system construction.

Although landfill cover construction and maintenance are the WPWMA landfill contractor's responsibility, the cover system is an important component of the landfill gas system particularly when considering surface emissions. SCS shall review, compare and evaluate intermediate and final landfill cover strategies, the impact of cover depth, composition and compaction using a soil similar to WPWMA native soil, and other alternative cover systems used in the industry including geomembrane systems and other non-soil cover systems. SCS may evaluate and compare these covers based on available site and industry information including:

- Recycled product content as it may relate to landfill diversion;
- Material purchase, storage and transportation cost and cost stability;
- Installation and removal cost;
- Percentage recoverable when removed;
- Hydraulic conductivity (for preventing water penetration/escape);
- Effectiveness at preventing vector intrusion and attraction (rats, birds, etc.);
- Traffic loading capacity and structural integrity when the substrate settles;
- Potential for short and long-term odor control; and
- Potential for short and long-term resistance to gas migration in the covered area and at the edges of the covered area.
- Potential for short and long-term stratification or impediment to landfill gas collection from cover materials and methodology and compaction rate.
- The information evaluated shall be from industry practices, scientific research and CalRecycle demonstration projects. Any demonstration project conducted by the

WPWMA shall be designed according to guidelines established by the LEA and CalRecycle.

The evaluation of the overall GCCS data shall be presented in a written summary report, including but not limited to:

- Current GCCS construction (e.g., number of vertical and horizontal collectors, feet and sizes of header pipe, available perforations, well spacing and estimated or measured radii of influence, etc.);
- Summary of emissions and LFG control devices, including an evaluation of the emissions prevention features at surface penetrations (e.g., bentonite, well boots, borehole emissions control devices, etc.);
- Current LFG model results and comparison to actual LFG collection summary (i.e. average flow at the control devices) with a module by module comparison;
- Evaluation of the potential for enhanced landfill gas collection and professional opinion regarding the minimum LFG collection rate representative of adequate GCCS operations. For the purposes of this discussion “adequate” means operating the landfill gas collection system in such a way to minimize surface emissions, subsurface migration and the potential for initiating a subsurface oxidation event
- Summary of the cover strategies noted above;
- Summary of construction, operations, monitoring and maintenance improvement activities done to date since SCS commenced work on the site in April 2019 ;
- A comparison to the standard of care and design standards typical to the industry based on SCS’s professional opinion– including, but not limited to well density, well arrangement/spacing, well depth, well perforation design, well construction, well gas field tuning pressure at the blower flare station and through the well piping network and field, blower sizing, and surface measurement walking pattern
- SCS’s experience and lessons learned with complying with the Federal and State surface emissions standards;
- SCS’s opinion of adequacy of the GCCS (including the cover system or cover strategy) to meet industry standards and regulatory requirements;
- Proposed construction, operations, monitoring and maintenance improvements, their cost and timeline requirements, specifically identifying those intended to meet or exceed industry standards and regulatory requirements, with a focus on improving responsiveness to the 120-day timeline to correct exceedances and minimizing the need for extensions to the 120-day timeline to controlling surface emissions including evaluation of new technologies and practices.
 - Monitoring improvements to be evaluated shall also include:
 - Geospatial mapping of recent and ongoing surface emissions monitoring data to identify problem areas.
 - A network of monitoring sensors for individual wells measuring well flowrate, temperature, and pressure that allow for remote and continuous data collection to assess well performance and future trends as they relate to potential surface emission exceedances
 - Increased screening of the landfill surface, gas piping and well casings and increased gas well inspections, vacuum checks and screening to support enhanced gas collection.

- Establish written procedures to be followed to correct surface emissions exceedances.

The report shall include an update of the 2007 LFG Master Plan and the 2016 Landfill Gas Collection and Control System Design Plan, depict the proposed design standard for LFG infrastructure to be constructed when building new landfill modules and address all of the requirements of U.S. EPA’s 40 CFR Part 60 Subpart Cf “Emission Guidelines and Compliance Times for MSW Landfills” and California’s “Regulation Order for Methane Emissions from Municipal Solid Waste Landfills”. Consultant shall host one conference call with WPWMA and PCAPCD mid-way through the project to present results to-date, submit a draft report to WPWMA and PCAPCD, host one (1) conference call with WPWMA and PCAPCD to discuss the draft report, and then finalize the report upon receipt of comments from WPWMA and PCAPCD on the schedule as noted below.

Task 11 Deliverables and Schedule:

Deliverable	Schedule	Format
Project status update meeting	6 weeks	Online
Draft GCCS Evaluation Report	10 Weeks	PDF
Final GCCS Evaluation Report	12 Weeks	PDF

TASK 12: AIR PERMITTING SUPPORT

Consultant shall provide on-call air compliance assistance as requested by the WPWMA including, but not be limited to:

- Technical support for WPWMA communications with Placer County Air Pollution Control District (PCAPCD) staff;
- Review of WPWMA air permits (e.g., WRSL air quality permits, air quality reports, air compliance data and other records, applicable state and local regulations), compliance data.
- Provide technical support for written communications regarding air permitting
- Prepare and submit to the PCAPCD and WPWMA on behalf of the WPWMA Non-Compliance Event forms within 2 (business) hours of detecting or being notified of an applicable non-compliance event;

Additionally, Consultant shall review WRSL’s current GCCS Design Plan and prepare an addendum to or revision of the Design Plan as required by the PCAPCD including the LFG Master Plan elements described in Task 11.

Task 12 Deliverables and Schedule:

Deliverable	Schedule	Format
Draft GCCS Design Plan Addendum or revision	6 Weeks	PDF
Final revised or addendum to GCCS Design Plan	8 Weeks	PDF

**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **JUNE 17, 2021**
FROM: **KEN GREHM / RYAN SCHMIDT** *RS*
SUBJECT: **NORTH COMPOST LEACHATE POND EXPANSION**

RECOMMENDED ACTION

1. Approve the plans and specifications and authorize staff to solicit bids for construction of an expansion to the North Compost Leachate Pond.
2. Authorize the Executive Director or designee to execute the resulting contract with the lowest responsive bidder in an amount not to exceed \$2,407,400 and approve required amendments up to 10% of the value of the contract consistent with Section 20142 of the Public Contract Code.

BACKGROUND

In June 2020, your Board authorized CH2M to revise permits for the composting system and review the compliance alternatives for the North Compost Leachate Pond. CH2M submitted a Compost Leachate Storage Capacity Expansion Evaluation memorandum on January 28, 2021 which included options for complying with the State Composting General Permit. In its report, CH2M identified the following options for meeting the required leachate pond capacity requirements: 1) use of temporary compost leachate storage tanks, 2) expansion and lining of the North Compost Pond, and 3) expansion of the South Compost Pond and installation of a pump station to allow the transfer of runoff from the northern composting area. CH2M concluded expanding and lining the North Compost Pond would be the most cost-effective option to meet compliance requirements. While both plan concepts being evaluated as part of the Waste Action Plan EIR identify the eventual removal of the North Compost Pond, staff believes improving the existing pond system will ensure continued regulatory compliance and provide the greatest degree of near-term operational flexibility.

On March 11, 2021 your Board approved an agreement with Geo-Logic Associates to prepare the final design of the north compost leachate pond expansion and prepare the necessary construction bid documents. The proposed construction project includes the expansion of the pond, installing a geocomposite membrane liner system, construction of a new pond aeration system, establishing a pipeline to balance water storage between the north and south composting areas, and performing minor concrete repairs on both the north and south compost pads.

To proceed with the competitive bidding process, your Board must approve the bid documents and authorize staff to solicit bids; the complete set of bid documents is available for review at the WPWMA's Administrative Offices. With your Board's authorization, the Placer County Procurement Services Division will solicit competitive construction bids in accordance with the Public Contract Code and the Executive Director or designee, will be authorized to execute the resultant contract if the bids are

non-controversial and at least one bid is below the above noted delegated spending authority.

ENVIRONMENTAL CLEARANCE

Modification to the North Compost Pond is categorically exempt from further environmental review under California Environmental Quality Act Guidelines, Article 19, Section 15301 "Existing Facilities", which includes minor alteration to an existing facility involving negligible or no expansion of the existing use. Although the pond itself will be expanded, the pond use is not expanded.

FISCAL IMPACT

The total requested spending authority is \$2,407,400 which includes the estimated \$2,188,546 construction cost and a recommended 10% delegated authority for amendments and change orders. Funding for the project is included in Account 54470 "Infrastructure" of the FY 2021/22 Preliminary Budget.

**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **JUNE 17, 2021**
FROM: **KEN GREHM / JENNIFER SNYDER** JS
SUBJECT: **SOLE-SOURCE SERVICE AGREEMENT WITH ENVIROSUITE FOR
AMBIENT E-NOSE SENSOR INSTALLATION AND MAINTENANCE
AND TEMPORARY RIGHT OF ENTRY AGREEMENT WITH CITY OF
ROSEVILLE**

RECOMMENDED ACTION:

1. Authorize the Executive Director or designee, upon review and approval by WPWMA Counsel, to sign a three-year sole-source service agreement with Envirosuite, Inc. for the installation of ambient electronic nose odor sensors (ambient e-Noses) and routine maintenance and support services for an amount not to exceed \$72,018.
2. Authorize the Executive Director or designee, upon review and approval by WPWMA Counsel, to sign a Temporary Right of Entry agreement with the City of Roseville and Envirosuite to allow placement of the ambient e-Noses at specific City parks.
3. Find these actions exempt from CEQA pursuant to Section 15301 and 15306 of the Public Resources Code.

BACKGROUND:

The WPWMA has undertaken a series of efforts to address odors associated with its facility including: facility enhancements and upgrades ahead of legally required timeframes, exploring and (where appropriate) implementing changes to operations, streamlining the process for the public to report odors, establishing greater engagement with nearby residents to discuss facility operations and resulting odors, employing systems to measure and record on-site odors and the development of a comprehensive site-wide odor management plan.

To facilitate the measurement of odors, the WPWMA installed a continuous odor monitoring system (COMS) in 2014 to provide for a more accurate and quantifiable analysis of the dispersion of odors generated at the WPWMA's facility. The system is currently operated and maintained by Envirosuite (formerly known as Odotech) and includes four odor collection sensors at the WPWMA's facility. Envirosuite approached WPWMA staff about a new type of sensor technology that will allow for the incorporation of off-site odor collection sensors to the WPWMA's current COMS, which could prove beneficial in further monitoring and understanding odor conditions in the area.

Staff propose installation of six (6) off-site ambient e-Noses at the following locations and as shown on the attached map: three along the WPWMA's southern perimeter fence line, one at Stizzo Park, one at Mel Hamel Park and one at Davis Park. After discussions with WPWMA staff and formulating a Right-of-Entry Agreement, the City of Roseville staff has indicated support of the installation of the ambient e-Noses at the aforementioned parks.

The sensors are intended to provide an early indication of odor in ambient air, which could prove useful to the WPWMA in identifying and addressing odor issues before they are experienced by the public. Staff believes the inclusion of off-site sensors will be helpful in further assessing the migration of odors generated from the WPWMA’s facility.

Based on the WPWMA’s reliance on the COMS for investigating reported odors, and Envirosuite’s knowledge of our equipment and system, staff recommends your Board authorize the Executive Director or designee to execute a sole-source agreement with Envirosuite for the ambient e-Nose installation. The proposed agreement also provides for labor, parts and materials necessary to maintain system performance, including: equipment warranties, preventative maintenance and technical support, and a contingency for upgrades warranted on the existing system.

ENVIRONMENTAL CLEARANCE:

Entering into a service agreement for the WPWMA’s odor monitoring system is categorically exempt from further environmental review pursuant to Section 15301 “Existing Facilities” of the CEQA guidelines which provides for operation, repair, maintenance and minor alteration of existing public structures. The remaining work required under this Agreement is categorically exempt under CEQA Guidelines, Article 19, Section 15306 “Information Collection”, which allows for data collection when such activities do not result in a serious or major disturbance to an environmental resource.

FISCAL IMPACT:

The cost of providing the proposed Scope of Services for the three-year Agreement is \$72,018. The first-year cost of this Agreement is \$49,447, which includes a one-time installation fee of \$38,162 and an additional cost of \$11,285 for hardware maintenance and support, and system repairs or upgrades as requested by the WPWMA. The remaining two years of the contract includes \$11,285 per year for hardware maintenance and support, and system repairs or upgrades as requested by the WPWMA. Funding for the first year is included in the FY 2021/22 Preliminary Budget.

ATTACHMENT: PROPOSED OFF-SITE AMBIENT E-NOSE LOCATIONS
SCOPE OF SERVICES
RIGHT-OF-ENTRY AGREEMENT



**WPWMA Odor Monitoring Network
Existing and Proposed E-Nose Locations**

**FIGURE
1**

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide the following services necessary to install and maintain ambient electronic nose odor sensors (ambient eNoses) along the WPWMA's southern fence line and in public parks located in the Crocker Ranch and Fiddymment Farms neighborhoods as provided herein and as necessary for proper function of the WPWMA's ambient eNose system located at 3013 Fiddymment Road, Roseville, CA 95747.

TASK 1 – INSTALLATION & TRAINING

Kick-off Meeting

Consultant shall schedule and lead a teleconference or in-person kick-off meeting with WPWMA staff to review the scope and schedule, provide a whole project schedule, set key milestones and identify anything Consultant needs from the WPWMA. If an in-person meeting is decided, then Consultant shall meet with WPWMA staff at the WPWMA administrative offices located at 3013 Fiddymment Road, Roseville, CA, 95747 and perform a brief site walk of the proposed ambient eNose locations.

Warranties

Consultant unconditionally guarantees all materials and workmanship furnished hereunder, and agrees to replace at its sole cost and expense, and to the satisfaction of the WPWMA, any and all materials which may be defective or improperly installed. The Consultant shall repair or replace to the satisfaction of the WPWMA any or all such work that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other work which may be damaged or displaced in so doing.

In the event of failure to comply with the above stated conditions within thirty (30) days of the Consultant being notified of defective equipment, the WPWMA is authorized to have the defect repaired and made good at the expense of the Consultant who will pay the costs and charges therefor immediately upon demand, including any reasonable management and administrative costs, and Project Managing, legal and other consultant fees incurred to enforce this section. The signing of this Agreement by the Consultant shall constitute execution of the above guarantees. Except as otherwise provided in this Agreement, the guarantees and warranties shall remain in effect for a period of one (1) year after Installation.

Installation

Consultant shall provide and install a total of six (6) ambient eNoses as depicted in Figure 1 and at the locations shown in Figures 2 & 3. Consultant shall install the ambient eNoses as follows: three (3) along the WPWMA's southern perimeter fence line and one (1) at Stizzo Park, one (1) at Mel Hamel Park and one (1) at Davis Park, located in the Fiddymment Farms and Crocker Ranch neighborhoods. Consultant shall mount the WPWMA's three (3) southern perimeter fence ambient eNoses to three (3) heavy-duty tripods that have cement footings substantially similar to that shown in Figure 4 at the locations field identified by the WPWMA Project Manager. Consultant shall mount the remaining three (3) park ambient eNoses to the park light poles identified during the meeting held on December 2, 2020 with City of Roseville and Envirosuite staff, and which are depicted in Figures 5-7.

Consultant shall furnish and install all equipment required for the functionality of the ambient eNose system, including but not limited to the ambient eNose units (6), heavy-duty tripods (3), pole mounts (3) and any appropriate hardware. Consultant shall ensure the ambient

eNoses are configured to transmit data to the WPWMA's existing Envirosuite software platform located at 3013 Fiddymont Road, Roseville, CA 95747.

Training

After all installation, configuration and test run activities are completed, Consultant shall schedule and provide a training to WPWMA staff via an online session to demonstrate how to view the data collected by the ambient eNoses and to ensure all system functions are used correctly.

Deliverables & Schedule

<i>Deliverables</i>	<i>Due</i>	<i>Format</i>
Kick-Off Meeting	Within two (2) weeks after execution of Agreement	None
Installation	Within eight (8) weeks after execution of Agreement	None
Training	Within one (1) week after installation is complete	Online

TASK 2 – HARDWARE MAINTENANCE & SUPPORT

Routine Annual Site Visit

Consultant shall conduct one (1) routine annual inspection and maintenance visit of the six (6) ambient enoses and shall supply all equipment necessary for the inspection and maintenance. At least 30-days in advance, Consultant shall propose dates/times for a site visit and schedule the site visit with the WPWMA at a mutually agreeable time. Consultant shall perform a complete inspection of each ambient unit (6) during the annual inspection and replace the Metal Oxide Semiconductor (MOS) and Hydrogen Sulfide (H₂S) sensors as necessary to ensure proper function and operation of the WPWMA's ambient eNose system. If parts and components other than the MOS and H₂S sensors, or entire units require replacing, Consultant shall charge the time and materials required to perform these repairs to Task 3 as an onsite non-routine repair. Consultant shall test the system and issue a certificate to the WPWMA testifying that the system was functioning properly at the time of the inspection or subsequent to any repairs made to the system by Consultant. Consultant shall prepare and submit an inspection report to the WPWMA summarizing the inspection.

Hardware & Online Support

Consultant shall provide up to sixty (60) hours per year of email, phone and online remote support for the ambient eNose system. Consultant shall provide WPWMA with access to the online support portal at <https://support.envirosuite.com/> for training purposes and to submit online support tickets. Consultant shall respond to support requests within one (1) business day of submittal by WPWMA staff.

Deliverables & Schedule

<i>Deliverables</i>	<i>Due</i>	<i>Format</i>
Routine Annual Site Visit	Once annually	None
Annual Site Visit Certificate & Report	Within two (2) weeks of completed inspection	PDF
Hardware & Online Support	Throughout the Agreement term	Email, phone and online support portal

TASK 3 – NON-ROUTINE MAINTENANCE AND REPAIR

Remote Repair

Consultant shall conduct any repairs to the WPWMA's ambient eNoses for any conditions not foreseen or discovered in Task 2 that can be repaired remotely from Consultant's office. Consultant shall submit to the WPWMA a brief email summarizing the issue, resolution, and time and materials used to remedy the issue. For repairs that do not require the Consultant's specialized staff to physically perform the work, Consultant shall direct and lead WPWMA staff through the repair process and how to replace parts over the phone; furthermore, Consultant shall be responsible for ordering and arranging the delivery of any and all parts needed for such repairs to the WPWMA's facility located at 3013 Fiddymont Road, Roseville, CA 95747.

Onsite Repair

Consultant shall conduct any repairs to the WPWMA's ambient eNoses for any conditions not foreseen that must be repaired onsite at the WPWMA's facilities and cannot be repaired remotely from Consultant's office. Consultant shall submit to the WPWMA a brief email summarizing the issue, resolution, and time and materials used to remedy the issue.

TASK 4 – ADDITIONAL SERVICES

The WPWMA may request Additional Services as needed subject to the WPWMA's approval of a written scope of services cost proposal provided by Consultant. In no event shall any Additional Services exceed the cost allocated in Exhibit B. Consultant shall not proceed with any services under this task until authorized in writing by the WPWMA's Executive Director or designee. Any approved Additional Services and costs shall be appended to this Agreement and such work shall be subject to all provisions of this Agreement.

Permits, Inspections and Utilities

The WPWMA is not aware of any permits, inspections and/or utility costs required for the completion of this project and understands that the Right-of-Entry Agreement with the City of Roseville requires the Consultant to be responsible for these items. Therefore, no funds have been included in this Agreement to cover these costs, but if deemed necessary at any point during the Agreement, costs will be negotiated between the WPWMA and Consultant at that time. All costs associated with permits, inspections and/or utilities shall be charged as Additional Services.

EXHIBIT B

PAYMENT FOR SERVICES RENDERED

Payment to Consultant for Task 1 and 2 will be made by the WPWMA on a lump-sum basis and payment to Consultant for Tasks 3 and 4 will be made on a time and material basis in accordance with the staff rate schedule attached hereto as Exhibit B-1 and subject to the task budgets listed in Table 1, below.

Consultant shall submit invoices, and for Tasks 3 and 4, describe the work and work hours performed, staff performing the work, staff hourly rate, and expenses for which reimbursement is claimed for Tasks 3 and 4. Consultant shall also include with each invoice a spreadsheet indicating task budgets, charges by task, cumulative charges to date by task, and percent of budget remaining by task. Consultant shall state hourly time in increments of no less than one-quarter (1/4) of an hour.

Provided the work has been satisfactorily performed, WPWMA will pay invoices within thirty (30) days after approval of the invoice. Consultant shall provide additional information requested by the WPWMA to verify any of the amounts claimed for payment in any invoice. The total amount payable for each task shall not exceed the amount set forth in Table 1; provided, however, upon written request of the Consultant and with written approval of the WPWMA's Executive Director or designee, the WPWMA may adjust the amount to be paid for any task if the WPWMA deems it necessary and appropriate. The total amount payable for all services provided under this Agreement shall not exceed seventy two thousand and eighteen dollars (\$72,018.00) over the period of this Agreement.

Table 1 – Task Budgets

Task	Description	Payment Terms	Budget
1	Installation & Training	\$38,162 paid on a one-time basis once installation and training is complete.	\$38,162
2	Hardware Maintenance & Support	\$5,232 paid annually at the start date of each year during the term of the Agreement.	\$15,696
3	Non-Routine Maintenance & Repair	Time and materials basis	\$12,774
4	Additional Services	Time and materials basis as approved by WPWMA's Executive Director	\$5,386
Total			\$72,018

Subject to the task budgets listed above, the WPWMA will reimburse Consultant's reasonable costs of subcontractors, equipment rental and/or replacement at cost plus a maximum general Administrative Fee of ten percent (10%).

Travel

Consultant and the WPWMA acknowledge and agree that domestic and international travel (from Consultant's technician office in Folsom, California and Montreal, Canada) is required to perform the services included in Exhibit A, including:

1. Annual travel to the WPWMA site for services described in the Routine Annual Site Visit of Task 2.
2. Additional travel with WPWMA project manager prior written approval for Non-Routine Maintenance and Repair included of Task 3.
3. Travel for Additional Services and Special Projects approved by the WPWMA Executive Director under Task 4.

Unless agreed to in writing by the WPWMA project manager, the WPWMA will reimburse Consultant's reasonable costs of meals, travel, lodging and incidentals for one traveler. Consultant shall submit receipts for these requested reimbursements, but a receipt is not necessary to receive expense reimbursement claims of \$25 or less per day of travel. Where applicable, the WPWMA will reimburse meals and incidentals according to the Federal per diem GSA (General Services Administration) guidelines (<http://www.gsa.gov>) for the travel destination for overnight travel.

EXHIBIT B-1
RATE SCHEDULE

CONSULTANT STAFF	HOURLY RATE
Staff	\$195

TEMPORARY RIGHT OF ENTRY

Project: Ambient Odor Monitors

This Right of Entry is entered into by and between Western Placer Waste Management Authority ("Project Proponent"), EMS Bruel & Kjaer Inc., a Delaware corporation licensed to do business in California, dba Envirosuite, Inc., a Delaware corporation ("Contractor") and the City of Roseville ("City") on this ___ day of _____, 20__.

1. **Purpose.** Project Proponent and Contractor desire to enter upon three public parks owned by City (the "Property") to install three ambient odor monitors, one in each park, on existing light poles in each park (the "Work"). The scope of Work shall be as further specified in Exhibit "A," which is attached hereto and incorporated herein by this reference. Project Proponent shall act as project manager and oversee the Work. The Work shall be performed at the location shown on Exhibit "B" attached hereto. City shall not be required to make any payment to Project Proponent or Contractor with regard to the Work.

2. **Entry.** City hereby grants Project Proponent and Contractor permission to enter upon and use the Property, as may be reasonably necessary in order to perform the Work within the Property. Such Right of Entry shall be subject to the terms and conditions stated herein.

3. **Additional Terms and Conditions.** Project Proponent and Contractor shall comply with the following:

- a. Be solely responsible for all of the costs of Work including, but not limited to, permits, inspections and utilities required during construction.
- b. Hold a pre-construction meeting with City staff, unless waived by City.
- c. Notify City twenty four (24) hours in advance prior to the initial commencement of the Work.
- d. All work must comply with all federal, state and local laws, and approved plans.
- e. The Property shall remain open to the public and shall be kept in a safe manner during the Work.
- f. Avoid impacts to any existing oaks and open space areas on the Property.
- g. Repair any damage to the Property caused by Project Proponent, Contractor, their contractors, subcontractors, materialmen, employees, and agents, to City's satisfaction.
- h. The Work shall be carried out in a timely fashion.
- i. All appropriate safety measures to protect public safety shall be undertaken during performance of the Work, including appropriately barricading the Work area (including materials and equipment laydown/storage area).
- j. Electricity may not be taken offline, disconnected or interrupted, either in whole or in part, without the pre-approval of the Parks and Recreation

Manager assigned to the Property. Said manager will specify appropriate time frames and duration of any power outages.

- k. Project Proponent shall maintain the ambient odor monitors at its sole cost and expense. Any maintenance or repair work on the Property shall be coordinated with City.
- l. Within 30 days of the expiration or termination of this Right of Entry, Project Proponent shall remove all ambient odor monitors and related equipment from the Property. Upon expiration of that 30 day period, any ambient odor monitors and related equipment that have not been removed from the Property will be deemed abandoned and may be removed by City.

4. **In Effect.** This Right of Entry shall remain in effect until September 1, 2024; provided, however, that this Right of Entry may be extended upon mutual written agreement of the parties. Any party may terminate this Right of Entry without cause with 30 days' written notice to the other parties.

5. **Insurance.** Contractor agrees to maintain in full force and effect the following policies of insurance during the term of this Right of Entry.

COVERAGE

LIMITS OF LIABILITY

Workers Compensation	Statutory
Commercial General Liability	Bodily Injury: \$1,000,000 each occurrence \$1,000,000 aggregate Property Damage: \$1,000,000 each occurrence Personal Injury: \$1,000,000 each occurrence \$1,000,000 aggregate
Automobile liability	\$1,000,000 combined single limit

Contractor shall submit certificates evidencing such coverage in a form satisfactory to the City Attorney of CITY, prior to undertaking any work hereunder. Separate endorsement forms showing CITY, its officers, agents and employees as additional named insureds, except for Workers' Compensation, shall also be provided. Such insurances shall specifically cover the contractual liability of Contractor. The coverages shall be primary as to such additional insureds and no coverage of the CITY shall be called upon to contribute to a loss. The additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Said certificates shall provide at least thirty (30) days written notice to CITY prior to cancellation or modification of any insurance required by this Right of Entry. Contractor shall furnish certificates for the period covered by this Right of Entry. Any insurance written on a claims made basis is subject to the

approval of the City Attorney. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverages, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Right of Entry or law. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

It is agreed that Contractor and Project Proponent shall each maintain at all times during the performance of this Agreement insurance coverage or self-insurance in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations. Specifically, but not limited to not less than One Million Dollars (\$1,000,000) general liability, One Million Dollars (\$1,000,000) automobile Liability, One Million Dollars (\$1,000,000) workers' compensation, and One Million Dollars (\$1,000,000) professional liability (E&O). The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the Western Placer Waste Management Authority, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the Contractor.

6. Indemnification. To the fullest extent allowed by law, Project Proponent and Contractor agree to defend, indemnify, and save and hold harmless CITY, its elected and appointed officials, employees, CITY personnel, agents, volunteers, and contractors harmless from any and all claims or liability arising out of the Work or the use of this Right of Entry by Project Proponent and Contractor, or their subcontractors, employees, agents, and/or any other person(s), except those matters arising from CITY's sole negligence or willful misconduct. This indemnification is expressly intended to include any claims or liability arising out of any demand made or requirements imposed by any governmental agency, with respect to any portion of the Work or this Right of Entry. Contractor shall further defend and indemnify City from any lien or proceeding against the City, the Property or the Work arising out of entry on the Property or performance of the Work. The parties intend that this provision shall be broadly construed.

Project Proponent's and Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Right of Entry for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. Project Proponent and Contractor shall provide a Release (see Exhibit "C") to City, concurrent with execution of this Right of Entry.

Contractor's liability under this Right of Entry is limited to a maximum aggregate value of one million dollars (\$1,000,000).

7. Joint and Several Liability. Project Proponent and Contractor shall be jointly and severally liable to City for the performance of their obligations under this Right of Entry. City has the right to proceed against either or both for breach of this Right of Entry, concurrently or sequentially, at City's discretion.

8. Assignment. Because the Work is to be constructed on City owned property, City has an interest in ensuring completion of construction. Therefore, at City's request, Project Proponent shall assign any construction contract entered into between Project Proponent and Contractor to City if Project Proponent is unable to perform its obligations for completion of the Work.

9. Counterparts. This Right of Entry may be executed by the parties hereto in one or more counterparts, each of which shall be deemed to be an original, and which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has executed this Right of Entry in duplicate by its City Manager, and Project Proponent and Contractor have caused this Right of Entry to be duly executed.

CITY OF ROSEVILLE, a
municipal corporation

WESTERN PLACER WASTE
MANAGEMENT AUTHORITY,
a California joint powers authority

BY: _____
DOMINICK CASEY
City Manager

BY: _____
its: Executive Director or Designee

ATTEST:

APPROVED AS TO FORM:

By: _____
SONIA OROZCO
City Clerk

BY: _____
its: WPWMA Counsel

APPROVED AS TO FORM:

BMS BRUEL & KJAER INC. DBA
ENVIROSUITE INC., a Delaware
corporation

BY: _____
ROBERT R. SCHMITT
City Attorney

BY:  _____
its: CEO

and

BY: 
Its: Vice President - North America

APPROVED AS TO SUBSTANCE:

BY: _____
J.H.L. GELLER
Parks, Recreation, & Libraries Director

EXHIBIT "C"

GENERAL RELEASE OF ALL CLAIMS AND LIABILITY

EMS Bruel & Kjaer Inc. dba Envirosuite Inc. ("Contractor") and the Western Placer Waste Management Authority ("Project Proponent") do hereby release, acquit and forever discharge the City of Roseville and their agents, servants and all other persons of and from any and all claims, suits, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever which may arise in connection with or resulting from the installation of the three ambient odor monitors ("Project"), during the period work is performed on City property that was constructed by Contractor for use at Davis, Mel Hamel and Stizzo Parks, Roseville, California.

It is further understood and agreed that all rights under California Civil Code Section 1542 and any similar law of any state or territory of the United States and hereby expressly waived. Said section reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

The parties further declare and represent that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that terms of this Release are contractual and not a mere recital.

THE UNDERSIGNED HAS READ AND FULLY UNDERSTANDS THE FOREGOING RELEASE.

Signed, sealed and delivered this ____ day of _____, 20__.

CITY OF ROSEVILLE, a
municipal corporation

WESTERN PLACER
WASTE MANAGEMENT AUTHORITY,
a California joint powers authority

BY: _____
DOMINICK CASEY
City Manager

BY: _____
its: Executive Director or Designee


APPROVED AS TO FORM:

BY: _____
its: WPWMA Counsel

EMS BRUEL & KJAER INC. DBA
ENVIROSUITE INC., a Delaware
corporation

BY: 
its: CEO

and

BY: 
its: Vice President - North America