



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

**September 9, 2021 5:00 PM**

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

*The WPWMA Board of Directors September 9, 2021 meeting will be open to in-person attendance. Individuals may also participate in the meeting via Zoom at <https://placer-ca-gov.zoom.us/j/98500313543>*

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](mailto: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](mailto: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 Weygandt)
3. Roll Call
4. Statement of Meeting Procedures (Clerk of the Board)
5. 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.
6. 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. Quarterly MRF Operator's Report (Nortech Waste) Pg. 7
  - f. Quarterly Landfill Operator's Report (Nortech Landfill) Pg. 15
  - g. WPWMA Engineer's Report (Keith Schmidt) Pg. 17
  - h. Treated Wood Waste Update (Keith Schmidt) Pg. 33
  - i. Creditable Recovery Achieved & Incentive Payments Earned by Nortech Waste in FY 2020/21 (Eric Oddo) Pg. 35

- j. FY 2020/21 Recyclable Revenue Sharing (Eric Oddo) Pg. 37
- k. FY 2020/21 Energy 2001 Royalty Analysis (Jennifer Snyder) Pg. 39
- l. Site Wide Odor Plan Implementation Update (Sarah Vaira) Pg. 41
- m. Community Meeting to Discuss Odors (Jennifer Snyder) Pg. 47
- 7. Consent Agenda
  - a. Minutes of the Board Meeting held July 8, 2021 Pg. 49  
Approve as submitted.
  - b. Support of the California Product Stewardship Council (Sarah Vaira) Pg. 53  
Authorize payment of \$1,500 to the California Product Stewardship Council.
  - c. Agreement with Tetra Tech for Closure, Postclosure Maintenance and Corrective Action Cost Estimate Updates (Ryan Schmidt) Pg. 55  
Upon review and approval by WPWMA Counsel, authorize the Executive Director or designee to sign an agreement with Tetra Tech for closure cost estimate services for the Western Regional Sanitary Landfill for an amount not to exceed \$37,916.
  - d. Memorandum of Understanding between WPWMA and the Placer County Auditor Controller (Eric Oddo) Pg. 59  
Authorize the Executive Director or designee, upon review and approval by WPWMA Counsel, to sign a Memorandum of Understanding with the Placer County Auditor Controller related to providing ongoing financial and accounting services for an annual cost of \$84,100.
- 8. Action Items
  - a. Master Services Agreement with CSUS and CCIE (Ken Grehm) Pg. 63  
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.

b. MRF Procurement Milestones (Eric Oddo)

Staff recommend your Board take the following actions related to the ongoing Materials Recovery Facility operations procurement process:

1. Authorize the Executive Director of designee to initiate preliminary discussions with the Placer County Treasurer and enter into a professional services agreement with a firm specializing in public debt planning and issuance to assist with the potential issuance of revenue bonds to finance expansion and modification of the MRF, up to a maximum limit of \$100,000.
2. Authorize staff to initiate discussions with the Member and non-Member Agencies regarding possible material flow control agreements with the WPWMA for the purposes of guaranteeing sufficient tipping fee revenue is available to support public or private financing of expansion and modification to the MRF.
3. Authorize the Executive Director of designee to enter into one or more agreements with outside legal counsel to assist in finalization and negotiation of the MRF Operating Agreement, up to a combined maximum limit of \$100,000.

9. Upcoming Agenda Items

Identification of any items the Board would like staff to address at a future meeting.

10. Adjournment

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

Year-to-Date  
July 2021

	Year to Date			Variance	Notes
	Annual Budget	Budget	Actuals		
<b>Revenue</b>					
42010:Investment Income	108,630	9,053	5,119	(3,933)	Overestimated rate of return
42030:Rents and Concessions	412,329	34,361	-	(34,361)	Energy royalties payment for July 2021 not yet received
46240:Sanitation Services - Other	32,339	2,621	2,818	197	Quantity of waste tonnages received at facility exceeding budgeted projections
46250:Solid Waste Disposal	42,323,549	3,433,757	3,648,594	214,837	Quantity of waste tonnages received at facility exceeding budgeted projections
48030:Miscellaneous	7,500	625	1,092	467	Variance predominately related to assessment of late fees
<b>Total Revenue</b>	<b>42,884,346</b>	<b>3,480,417</b>	<b>3,657,623</b>	<b>177,206</b>	
<b>Expenses</b>					
42,775,716					
<b>Capital Assets:</b>					
54450:Equipment	385,000	-	-	-	- Projects not initiated yet.
54470:Infrastructure	2,025,000	-	-	-	- Projects not initiated yet.
54480:Land Improvements	7,807,400	-	-	-	- Projects not initiated yet.
<b>Operating Expenses:</b>					
52030:Clothing and Personal	3,000	250	-	250	
52040:Communication Services Expense	35,000	2,917	273	2,644	Costs not fully realized yet.
52050:Food	1,500	125	-	125	
52060:Household Expense	3,000	250	-	250	
52080:Insurance	212,000	-	13,573	(13,573)	Annual drone insurance cost. Other insurance costs anticipated to be realized in November.
52140:Parts	1,500	125	32	93	
52160:Maintenance	29,500	2,458	950	1,508	Quarterly and semi-annual costs not fully realized yet.
52161:Maintenance - Building	-	-	-	-	
52170:Fuels & Lubricants	300	25	-	25	
52180:Materials - Buildings & Improvements	300	25	-	25	
52240:Professional / Membership Dues	1,820	-	253	(253)	Normally all staff membership dues paid at same time - annual payment for one staff member earlier than others.
52250:Services and Supplies	200	17	-	17	
52260:Misc Expense	2,000	167	-	167	
52270:Department Cash Shortage	300	25	-	25	
52320:Printing	12,500	1,042	-	1,042	
52330:Other Supplies	25,000	2,083	4,169	(2,085)	Scalehouse tickets - purchased ahead of projections.
52340:Postage	3,500	292	-	292	
52360:Prof. & Special Svcs - General	4,927,786	410,649	-	410,649	See note under 52380-3180. Other billings not yet received.
52370:Professional and Special Services - Legal	75,000	6,250	6,250	-	
52380:Prof. & Special Svcs - Tech., Eng. & Env.					
SC3140 Building Maintenance Installation and Repair Services	5,000	417	-	417	
SC3180 MRF Operations	19,416,615	1,408,282	1,525,346	(117,064)	Includes \$148,130 that should be coded to 52360
SC3190 Landfill Operations	2,764,327	-	-	-	
SC3320 Environmental and Ecological Services	4,228,039	352,337	114,366	237,971	WPWMA now direct billed for actual labor costs. Some overhead previously built into labor rates not yet realized.
SC3322 Hazardous Waste	113,000	-	-	-	
52390:Prof. & Special Svcs - County	110,000	9,167	-	9,167	Charges not billed yet.
52400: Prof. & Special Svcs - IT	40,000	-	-	-	Charges billed quarterly - charges not realized yet.
52440:Rents and Leases - Equipment	100	8	-	8	
52450:Rents and Leases - Buildings & Improvements	100	8	-	8	
52460:Small Tools & Instruments	1,000	83	-	83	
52480:PC Acquisition	12,500	-	-	-	
52510:Commissioner's Fees	6,000	500	500	-	
52540:Signing & Safety Material	10,000	833	-	833	
52570:Advertising	30,000	2,500	4,550	(2,050)	Comstock's South Placer insert one-time cost.
52580:Special Department Expense	2,000	167	50	117	
52785:Training / Education	14,000	-	-	-	
52790:Transportation and Travel	50,000	4,167	2,495	1,672	Majority of budgeted costs associated with MRF procurement site trips - full costs not realized yet.
52800:Utilities	300,000	25,000	10,174	14,826	Annual costs factored into YTD budget amount but not billed or realized yet.
52810:Operating Materials	-	-	-	-	
53190:Taxes and Assessments	589,309	147,327	-	147,327	Disposal taxes paid quarterly. Costs not realized yet.
53250:Contributions to Other Agencies	-	-	-	-	
53390:Transfer Out A-87 Costs	250,000	20,833	20,833	-	
55510:Operating Transfer Out	-	-	-	-	
59000:Appropriation for Contingencies	-	-	-	-	
<b>Total Expenses</b>	<b>43,493,597</b>	<b>2,398,328</b>	<b>1,703,812</b>	<b>694,516</b>	
<b>Net Income</b>	<b>(609,250)</b>	<b>1,082,088</b>	<b>1,953,811</b>	<b>871,723</b>	

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**MATERIALS RECOVERY FACILITY  
QUARTERLY OPERATIONS REPORT**

**4<sup>th</sup> QTR, 25<sup>th</sup> OPERATING YEAR  
ENDING June 30<sup>th</sup>, 2021**



**NORTECH WASTE LLC  
3033 FIDDYMENT ROAD  
ROSEVILLE, CA 95747  
(916) 645-5230**

**OPERATIONS REPORT**  
**Materials Recovery Facility Operation**  
Quarter Ending June 30<sup>th</sup>, 2021 (4<sup>th</sup> Qtr. 25<sup>th</sup> Operating Year)

**PROCESSED TONNAGE AND RECOVERY LEVEL:**

**Processed Tonnage:**

Nortech processed tons through the materials recovery facility (MRF) during the quarter. Of this, 63,760.24 tons were municipal solid waste, 18,662.42 tons were separated green waste<sup>1</sup>, 2,587.05 tons were source separated wood waste, 13.25 tons of Food Waste Recovery MSW off the sort platform, 540.69 tons of food waste compost, and 17,291.99 tons of construction and demolition waste.

**Recovery Level:**

Overall recovery for the quarter was 43.75%. Creditable recovery for the Materials Recovery Facility was 23.09% or 1.09% above the guaranteed minimum recovery level of 22%. Creditable recovery for Construction and Demolition waste was 50.69% or 0.69% above the guaranteed minimum recovery level of 50% for the year.

Total YTD recovery is 42.61%. Creditable recovery in the MRF is 23.13% or 1.13% above the guaranteed minimum of 22%. Creditable recovery for Construction and Demolition is 50.47% or 0.47% above the guaranteed minimum of 50% for the year.

**Mechanical & Operational Performance:**

The plant operated at 95.30%<sup>2</sup> mechanical up time (486.03 hours out of 510) during the quarter. The total plant up time for the quarter was 66.45% (338.9 hours out of 510) electrical, mechanical, and other problems are maintained in spreadsheets for easy assessment of reoccurring problems and available for WPWMA staff review.

**Staffing:**

Staffing for the period averaged full time equivalent employees. The permanent, full time staff averaged, and contract service employees averaged:

Description	Head Count
Total Full Time Equivalent (FTE)	166.8
FTE Nortech	120.7
FTE Contract	46.2
Department	Percentage of Head Count

<sup>1</sup> Any residue from green waste goes out as MSW residue, yet it is not included in the MSW Inbound, negatively impacting MSW recovery rates; residue off source separated Green Waste was 105.62 tons for the quarter which has an impact on the recovery rate/percentage.

<sup>2</sup> The plant has five processing lines. Each line provides approximately 20% of total plant capacity. Therefore, a one-hour outage on any one line is equivalent to 12 minutes of total plant capacity.



Tipping Floor	2.8%
Sort Line	35.1%
Finished Product	5.4%
Buy Back Center	4.0%
Composting	5.2%
C&D	10.6%
Haz-Mat	1.9%
Maintenance	14.2%
Clean Up	4.3%
House & Yard	3.6%
Administration	6.7%
Transportation	5.0%
Public Receiving	1.2%

## 1. Special Occurrences

A brief summary of the special occurrences that occurred during the quarter are summaries below; a detailed description of each occurrence can be found in WPWMA's Special Occurrence Log.

- 04/04; Damaged rail at Z-wall, no injuries
- 05/21; Broken railing at Z-wall, no injuries
- 05/26; Unauthorized entry into facility at Z-Wall, no injuries
- 06/12; Public customer struck a loader with truck, no injuries
- 06/21; Bad smoke detector set off fire alarm, no injuries

## 2. Ongoing COVID-19 Prevention

1. Coronavirus specific policies are being continued.
2. Janitorial employees clean and disinfect the bathrooms and lunch areas around the facility on a continuing basis during the morning and afternoon shifts.
3. Employees receive training on how to protect themselves and fellow employees (proper hand washing, etc.).
4. Employees are encouraged to wash their hands as soon as they enter the break area.
5. Unvaccinated employees are provided respirators upon request.
6. Employees were provided disposable "surgical" gloves and encouraged to wear them for additional protection.
7. Outdoor canopies are available where employees may eat their meals.
8. Advisory signs and posters are put up in the lunchroom.
9. Additional appropriate safety equipment (gloves, face shields, etc.) is being used as necessary.

10. Safety personnel monitor web sites to stay up to date on COVID-19 regulations.
11. Employees are allowed to self-screen according to CDPH guidelines and are strongly encouraged to stay home if they are sick.
12. Sick employees are sent home.
13. Employees are encouraged to be tested for COVID-19.
14. Fully vaccinated employees without symptoms exposed to the Coronavirus are not required to quarantine. Unvaccinated employees are excluded from the workplace in case of an outbreak.

### **Training:**

#### Individual Safety Training:

- New Hire Safety Orientation – 16 new employees
- Forklift Training – 4 employees

#### Safety Training:

- 05/10 Heat Illness Training
- 06/21 Spill Control Prevention and Procedures

### **Workers Compensation Reporting:**

There were 3 recordable injuries this quarter.

TOTAL DAYS LOST TIME THIS QUARTER: 0 DAYS

TOTAL DAYS RESTRICTED DUTY THIS QUARTER: 156 DAYS

<u>Date</u>	<u>Position</u>	<u>Location</u>	<u>Incident</u>
05/13/2021	Sorter	Sort Platform	Slip and Fall
05/24/2021	Mechanic	C&D	Twisted Ankle
05/25/2021	Driver	Landfill	Needle Stick

### **HOUSEHOLD HAZARDOUS WASTE PROGRAM:**

A comprehensive report is submitted monthly to WPWMA staff that identifies types and quantities of materials, origin of persons using the facility, materials recycled, etc.

In summary:

<b>Quarterly Totals</b>	
Customer Count	7,474
Liquid Waste Processed ( <i>gallons</i> )	43,166
Recycled Lead Acid Batteries ( <i>tons</i> )	14.20
Recycled Household Batteries ( <i>tons</i> )	10.63

## **REGULATORY COMPLIANCE:**

### **Materials Recovery Facility (MRF):**

In the months of April and May, the Materials Recovery Facility was issued a violation, citing cleaning, and the collection of material in various locations. The LEA noted that areas under the conveyors should be cleaned daily to prevent further enforcement.

### **Compost:**

No areas of concern or violations were issued for this quarter.

## **SALES:**

We saw an increase in sales and revenue during this quarter due to both high commodity prices and redemption values. During this quarter we have pulled 33.78 tons of food waste from the platform of the MRF to be processed in our food waste compost. Compost saw a large increase in total sales revenue from this quarter versus the prior quarter as well as the year prior. We are continuing to look for more markets to increase our sales in compost. We have been more successful in moving product during this quarter than in the past.

Prices are continuing to see an upward movement as the market continues to shift from the previous quarter. OCC continues to see increases. We have also seen major increases for steel aluminum and HDPE natural. We are continually trying to shift operations as the markets shift. We will continue to look for international and domestic buyers to move our products as we shift to manage operations with the ever-changing market conditions.

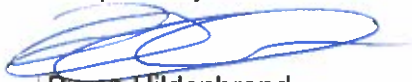
COMMODITY	TONNAGE	AVG PRICE/TON	TOTAL REVENUE
ADC	13,513.06	-	-
Aluminum Cans	124.16	\$1,259.91	\$156,495.60
Aluminum Scrap	21.32	\$600.00	\$12,792.00
Batteries	14.47	\$439.71	\$6,363.28
Cardboard	3,257.99	\$148.24	\$480,420.01
Carpet	25.49	-	-
Compost	9,366.22	\$17.40	\$160,376.21
Compost Overs	3,775.07	\$0.30	\$988.75
CRT's	99.46	\$590.92	\$57,745.81
E-Waste	8.65	\$558.02	\$4,780.54
Film Plastic	-	-	-
Food Waste	-	-	-
Glass	573.27	\$(10.84)	\$(6,235.84)
HDPE-Colored	128.45	\$628.22	\$77,290.40
HDPE-Natural	111.40	\$1,666.75	\$186,128.20
Inerts	4,329.41	-	-
Lumber	-	-	-
Misc. HHW Disposal	204.38	-	-
Misc. Recyclables	-	-	-
Mixed Plastic	-	-	-
Mixed Rigid Large	284.15	\$88.96	\$25,136.70
Mixed Rigid Small	-	-	-
Mixed Waste	-	-	-
Newspaper	115.15	\$90.00	\$10,363.50
Office Pak	-	-	-
PET-Grade A	42.25	\$535.00	\$22,696.40
PET-Grade B	406.87	\$327.39	\$129,484.10
Rock-Crushed	-	-	-
Scrapping Material	4.81	\$500.00	\$2,405.00
Steel	2,860.05	\$193.89	\$554,701.84
Used Oil	-	-	-
Wood Chips – Natural	51.75	\$22.51	\$1,164.80
Wood Chips – BioFuel	3,140.83	-	-
Wood Fuel	-	-	-
<b>OVERALL</b>	<b>42,458.66</b>	<b>\$7,656.38</b>	<b>\$1,883,097.30</b>

## **SUMMARY:**

Overall, operations saw significant improvement in total inbound processing tonnage from the prior quarter in the MRF. The MRF processed more inbound tonnage in the facility for this quarter versus all prior quarters. This is attributed to improvements in mechanical uptime and operational modifications to allow the facility to be able to effectively handle more inbound tonnage, preventing diversion of materials direct to the landfill. The facility equipment and its useful life continues to challenge operations, however tweaks to operations/maintenance have allowed us to mitigate some of the issues with downtime.

Finished product moved consistently throughout the quarter. We have experienced shortages of labor, both skilled and un-skilled as well as being competitive in local markets. We are continuing to shift our hiring strategy to try and expedite the hiring/onboarding process and have seen some improvement. The labor market continues to be a challenge and we are shifting our strategies to support changing market conditions.

Respectfully Submitted,



Byron Hildenbrand  
Director of Operations  
Nortech Waste, LLC

CC: P. Szura, Nortech Waste  
E. Tapia, Nortech Waste  
D. Dwinger, Nortech Waste  
J. Camacho, Nortech Waste

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July 15, 2021

**RE: NLI Quarterly Landfill Operations Report – 4<sup>th</sup> Quarter of the 12<sup>th</sup> Operating Year in 2021  
(April, May, and June)**

Dear Mr. Schmidt,

Pursuant to Section 8.4 “Quarterly Reporting” of the Agreement between the Western Placer Waste Management Authority (Authority) and Nortech Landfill, Inc. (NLI) for operation of the Western Regional Sanitary Landfill (WRSL), NLI submits the following summary of operational activities conducted by NLI during the 4<sup>th</sup> Quarter of the 12<sup>th</sup> operating year – April, May, and June 2021.

#### Operations

Operations included the burial of 87,846 tons of waste during the quarter. Filling operations consisted of placing waste in Module’s 5, 13, 14 and 16. These totals are incorporated in the buried tonnage total for the quarter.

#### Inspections

Daily load checking and random inspections were performed during the quarter. Monthly site safety inspections were performed by NLI staff. Local Enforcement Agency (LEA) performed three random site inspections during the quarter; there were no Violations or Areas of Concern as it relates to NLI portions of the landfill.

Copies of all inspection reports are included in the NLI operating reports that are submitted to the Authority each month.

#### Cover Soil Utilization

NLI continues to use tarps, and reuse cover soil in order to minimize the burial of operational material. In addition, NLI uses Alternative Daily Cover (ADC) to maximize Materials Recovery Facility diversion rates and reduce the Authority’s tax liability. These combined activities resulted in an average waste to soil ratio of 2.19:1. These totals represent operational material including soil used for intermediate cover for the quarter. The total number of operational materials including intermediate soil was 53,489 (CY).

#### Tonnages

The following table includes a summary of buried waste and operational material consumed at the WRSL for the quarter.

Month	Total Volume Change for the month (CY)	Taxable Buried Waste (Tons)	Estimated Taxable Buried Waste (CY)*	ADC (Tons)	Soil (CY)	H2O Sludge (CY)	Inert (CY)	Total Operational Material (CY)	Waste To Soil Ratio		Total Density (Lb/CY)
Q4 2021											
April	17,600	29,420	6,224	5,157	11,336	40		11,376	0.55	:1	3,929
May	89,400	29,047	75,057	4,644	14,199	143		14,343	5.23	:1	754
June	43,000	29,378	29,543	4,512	13,282	175		13,457	2.20	:1	1,576
TOTAL	150,000	87,846	110,825	14,314	38,816	359	0	53,489	2.66	:1	2,086

Note: \*Estimated Taxable Buried Waste (CY) Calculated by using monthly surveyed volumes collected by NLI and subtracting the Total Operational Material Utilized

\*\*Ratio Calculated by Estimated Taxable Buried Waste divided by Total Operational Material  
(Volume surveyed for the quarter: 150,000 CY)

#### Compaction Results

NLI uses global positioning system (GPS) survey equipment to track the amount of airspace consumed. For the quarter, the total airspace consumed as provided by GPS survey was 150,000 cubic yards (CY). Using the scale house records of waste tonnage received and the GPS total airspace consumed, the average density of the buried waste was calculated to be 2,086 lbs. /CY, which meets the contractual range of 1,100 to 1,200 lbs. /CY.

Please let me know if you require any further assistance regarding this report.

Sincerely,



Brandon Stevens  
Contractor's Representative  
Nortech Landfill, Inc.



**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS**

DATE: **SEPTEMBER 9, 2021**

FROM: **KEN GREHM / KEITH SCHMIDT** *KS*

SUBJECT: **WPWMA ENGINEER'S REPORT**

**RECOMMENDED ACTION:**

None. This report is for information purposes only.

**BACKGROUND:**

This report focuses on issues specific to the operation and permitting of the Western Regional Sanitary Landfill (WRSL) and the WPWMA composting system.

**Landfill Capacity Related Issues**

Landfill operations consumed roughly 565,000 cubic yards in FY 2020/21, an increase compared to the most recent three fiscal years as noted in the table below:

Fiscal Year	Landfill Airspace Consumed (cubic yards)
FY 2017/18	440,000
FY 2018/19	527,000
FY 2019/20	476,000
FY 2020/21	565,000

Current estimates, which include a 30% contingency, indicate the WRSL has capacity in currently lined landfill cells to continue landfilling until approximately November 2024. At the June 17, 2021 meeting, your Board approved an agreement with Golder Associates to design the Module 6 landfill liner system; staff held a kickoff meeting with Golder on August 31, 2021. The design and construction schedule indicate Module 6 will be ready for filling in late 2023.

**Landfill Permit Related Issues**

The WPWMA received the attached Notices of Violation (NOV) for exceeding the permitted daily tonnage at the landfill on July 23, 2021 and August 25, 2021. In each case, staff identified that increased deliveries of soil on these two days were the primary cause of the exceedances. Staff are developing methods to more closely track cumulative tonnages during the operating day and are also advising soil haulers of the need to limit soil deliveries to no more than 200 tons per day.

Landfill operations continue to serve as the backstop for operational issues experienced at the Materials Recovery Facility. On September 1, 2021, Nortech notified the WPWMA that it does not have enough staff to operate both the Construction and Demolition (C&D) waste processing system and the MRF at the same time due to COVID-19 related employee absences. As a result, beginning September 1, all C&D received at the facility was diverted directly to the WRSL for disposal. Staff requested

Nortech review and revise its previously submitted COVID-19 Operational Contingency Plan as appropriate to reduce the potential for future COVID-related operational impacts and advise the WPWMA when it expects to return to normal operations.

Staff secured an emergency waiver to accommodate disaster debris from the River Fire which started August 4, 2021 near Colfax and burned for nine days. The LEA provided estimates of disaster debris for fire-destroyed residences to be approximately 303 tons per residence, approximately 239 tons of which would require landfilling. The total disaster debris from the River Fire is estimated at 20,000 tons, which equates to approximately one month of landfill capacity. After receiving the emergency waiver, staff received the attached letter from Nortech Landfill indicating it has capacity, safety and cost concerns with accepting these materials at the WRS. On August 24<sup>th</sup>, the Placer County Interim Health Officer declared a local health emergency due to the River Fire; on August 31<sup>st</sup>, the Placer County Board of Supervisors ratified this declaration. This action is expected to result in direct involvement in debris cleanup efforts by CalRecycle and the Department of Toxic Substances Control and could reduce the amount of fire related debris received at the WRS.

### **Compost System Operation and Permitting**

As discussed in the June 18, 2020, WPWMA Engineer's Report, your Board has taken several steps to prepare the composting system for compliance with AB 1826 and SB 1383, both of which require jurisdictions to plan for and implement additional organics collection and diversion strategies. In 2020, your Board entered into an agreement with CH2M to assist the WPWMA with obtaining permits from Placer County (as the Local Enforcement Agency to CalRecycle, LEA), the Placer County Air Pollution Control District (APCD) and the Central Valley Regional Water Quality Control Board (Water Board). Staff submitted the required information for permits in October 2020, indicating its intention to perform Aerated Static Pile (ASP) composting as a way to increase capacity, handle food waste, and reduce emissions. The LEA approved the proposal on December 17, 2020. The Water Board notified the WPWMA that the North Compost Pond does not comply with the prescribed liner standards and indicated its approval would follow the WPWMA's efforts to line the pond.

At the June 17, 2021 meeting, your Board approved the plans and specifications for the expansion and lining of the North Compost Pond and authorized staff to solicit bids for the work. Following a public procurement process, the construction project was awarded to RJ Gordon Construction on August 20, 2021 and is scheduled to be completed this fall.

The APCD issued compost operating permits on May 28, 2021 and provided WPWMA and Nortech with an opportunity to comment prior to enforcement of the permit conditions. Staff drafted a letter with Nortech and CH2M requesting minor clarifications and changes to the permits; staff continues to approach Nortech to discuss any necessary amendments to the operating agreement (which is set to expire June 30, 2022). Although Nortech has not engaged in the amendment process, they still must comply with the new compost permit requirements.

Nortech continues to report regular occurrences of elevated temperatures and smoke or fire events within the compost system. These events, which are summarized and communicated to both the LEA and APCD have resulted in the LEA noting Areas of Concern in the July and August 2021 monthly inspection reports (attached). Although the APCD has not issued any NOVs related to these compost-related issues, the compost permits will require more definite and costly reporting and subsequent operational changes in the event of continued smoke emissions.

ATTACHMENTS: LANDFILL TONNAGE NOTICES OF VIOLATION FOR JULY 23 AND AUGUST 25, 2021  
RIVER FIRE EMERGENCY WAIVER REQUEST  
LEA GRANT OF EMERGENCY WAIVER  
NORTECH LANDFILL RESPONSE TO EMERGENCY WAIVER  
LEA COMPOST TEMPERATURE AREAS OF CONCERN FOR JULY AND AUGUST 2021

## Disposal Facility Inspection Report (52)

<b>Enforcement Agency:</b>			<b>Local Inspection ID:</b>		
County of Placer					
<b>SWIS Facility File Number (99-xx-9999)</b>		<b>Inspection Date</b>		<b>Program Code</b>	
<b>31-AA-0210</b>		<b>7/27/2021</b>		<b>LEA Periodic</b>	
<b>Time In</b>		<b>Time Out</b>		<b>Inspection Time</b>	
<b>Facility Name</b>			<b>Received By</b>		
Western Regional Landfill			Western Placer Waste Mgt Authority		
<b>Facility Location</b>			<b>Owner Name</b>		
3195 Athens Road Ap #17-060-02, Lincoln 95648			WPWMA		
<b>Inspector</b>			<b>Also Present (Name)</b>		
Paul Holloway			Byron Hildenbrand, Amanda Dunham		

THE ABOVE FACILITY WAS INSPECTED FOR COMPLIANCE WITH APPLICABLE SECTIONS OF DIVISION 30 OF PUBLIC RESOURCES CODE (PRC) AND TITLE 14 AND TITLE 27 CALIFORNIA CODE OF REGULATIONS (CCR)

<input type="checkbox"/>	<b>No Violations or Areas of Concern</b>
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V	A	Regulations
X		PRC 44014(b) - Operator Complies with Terms & Conditions
		<p>Comments: Per an email received on July 28, 2021 from Eric Oddo, it appears that later in the day of this inspection that the landfill exceeded it's tonnage limit specified in the solid waste facility permit by 60 tons (permitted amount 1900 tpd, accepted 1960 tpd on July 27, 2021).</p> <p>Per review by WPWMA staff, it appears that again inert soils were brought to the site and pushed the tonnage number over the permitted limit.</p> <p>Facility should review current policies and practices to limit tonnage exceedances. WPWMA staff should produce a plan for future large-scale soil-producing projects to be able to more adequately handle inflow of soils. This should be provided to the LEA within 30 days of receipt of this inspection report.</p>

<b>Inspection Report Comments:</b>
<p>1) Working face was small and adequately controlled at the time of inspection.          2) No windblown litter was observed around the site.          3) Review ADC screens as some materials observed in the ADC appeared larger than screen specifications.</p> <p>ec: CalRecycle; Byron Hildenbrand, Nortech (Byron@nortechwaste.com); Paul Szura, Nortech (paul@nortechwaste.com); Brandon Stevens, Nortech (Brandon@nortechwaste.com); Amanda Dunham, Nortech (amanda@nortechwaste.com); Christina Hanson, Placer County Environmental Engineering (chanson@placer.ca.gov); Keith Schmidt, Western Placer Waste Management Authority (kschmidt@placer.ca.gov); Stephanie Ulmer, Western Placer Waste Management Authority (sulmer@placer.ca.gov); Heather Wilden, Western Placer Waste Management Authority (hwilden@placer.ca.gov); Paul Sanders, Regional Water Quality Control Board (paul.sanders@waterboards.ca.gov).          c: file</p>

## Disposal Facility Inspection Report (52)

<b>Enforcement Agency:</b>				<b>Local Inspection ID:</b>	
County of Placer					
<b>SWIS Facility File Number (99-xx-9999)</b>		<b>Inspection Date</b>		<b>Program Code</b>	
<b>31-AA-0210</b>		<b>8/24/2021</b>		<b>LEA Periodic</b>	
<b>Time In</b>		<b>Time Out</b>		<b>Inspection Time</b>	
<b>Facility Name</b>			<b>Received By</b>		
Western Regional Landfill			Western Placer Waste Mgt Authority		
<b>Facility Location</b>			<b>Owner Name</b>		
3195 Athens Road Ap #17-060-02, Lincoln 95648			WPWMA		
<b>Inspector</b>			<b>Also Present (Name)</b>		
Paul Holloway			Stephanie Ulmer, Paul Szura, Amanda Dunham		

THE ABOVE FACILITY WAS INSPECTED FOR COMPLIANCE WITH APPLICABLE SECTIONS OF DIVISION 30 OF PUBLIC RESOURCES CODE (PRC) AND TITLE 14 AND TITLE 27 CALIFORNIA CODE OF REGULATIONS (CCR)

<input type="checkbox"/>	<b>No Violations or Areas of Concern</b>
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V	A	Regulations
X		<p>PRC 44014(b) - Operator Complies with Terms &amp; Conditions</p> <p>Comments: Per an email received on August 26, 2021 from Eric Oddo, it appears that later in the day of this inspection that the landfill exceeded it's tonnage limit specified in the solid waste facility permit by 114 tons (permitted amount 1900 tpd, accepted 2014 tpd on August 25, 2021).</p> <p>Per review by WPWMA staff, it appears that again inert soils and sewage sludge were brought to the site and pushed the tonnage number over the permitted limit. Per emails with Environmental Engineering staff, it appears that this was a one-time clean-out event of sewage ponds.</p> <p>Facility should review current policies and practices to limit tonnage exceedances. WPWMA staff should produce a plan for future large-scale soil-producing projects to be able to more adequately handle inflow of soils. Facility should work with Placer County agencies to stagger loads coming in which may push landfill tonnage limits over their permitted threshold.</p> <p>A workplan demonstrating methods to keep tonnage in line should be submitted to the LEA within 30 days of receipt of this inspection report.</p>

<b>Inspection Report Comments:</b>
<p>1) Landfill face was adequately controlled and little windblown litter was observed.</p> <p>2) Observed a few pieces of plastic windblown onto the parcel to the east of the facility. Operator should address as soon as possible.</p> <p>3) No LFG screening by the LEA during this inspection.</p> <p>4) Continue to review ADC stored at the landfill to verify adequate screening.</p> <p>ec: CalRecycle; Byron Hildenbrand, Nortech (Byron@nortechwaste.com); Paul Szura, Nortech (paul@nortechwaste.com); Brandon Stevens, Nortech (Brandon@nortechwaste.com); Amanda Dunham, Nortech (amanda@nortechwaste.com); Christina Hanson, Placer County Environmental Engineering (chanson@placer.ca.gov); Keith Schmidt, Western Placer Waste Management Authority (kschmidt@placer.ca.gov); Stephanie Ulmer, Western Placer Waste Management Authority (sulmer@placer.ca.gov); Heather Wilden, Western Placer Waste Management Authority (hwilden@placer.ca.gov); Paul Sanders, Regional Water Quality Control Board (paul.sanders@waterboards.ca.gov).</p> <p>c: file</p>



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

August 12, 2021

Paul Holloway, REHS  
Placer County Health and Human Services Department  
Environmental Health Division  
3091 County Center Drive, Suite 180  
Auburn, CA 95603

RE: EMERGENCY WAIVER OF STANDARDS FOR THE WESTERN REGIONAL  
SANITARY LANDFILL

Dear Mr. Holloway:

The Western Placer Waste Management Authority is requesting approval of an Emergency Waiver of Standards for the Western Regional Sanitary Landfill (WRSL) pursuant to Title 14, Division 7, Chapter 3, Article 3, Section 17210.3 of the California Code of Regulations. This request is intended to replace the request submitted to your office August 11, 2021. The WPWMA is also seeking coverage under the Central Valley Regional Water Quality Control Board's *Conditional Waiver of Waste Discharge Requirements for Disaster-Related Wastes During A State of Emergency Within the Central Valley Region*, Order R5-2018-0017.

The requested waiver is in anticipation of receipt of waste from the River Fire in Placer County, declared an emergency in the August 5, 2021 Proclamation of a State of Emergency issued by Governor Newsom. The WPWMA requests the waiver remain effective for 120-days and will seek an extension if necessary.

Following is the information required for an emergency waiver pursuant to the above-cited regulations:

1. *A listing of the existing solid waste facility's permit terms and conditions to be waived to facilitate recovery and disposal of disaster debris in the event of a declared disaster or emergency.*

The WPWMA requests temporary waiver of the following permit conditions to allow for the safe and proper disposal of fire debris:

- 4c. Permitted Maximum Tonnage: Permission to exceed the current allowable maximum limit of 1,900 tons per day. The WPWMA will designate a material code to track the fire debris received.
- 4d. Permitted Traffic Volume: Permission to exceed the current allowable traffic limit of 624 vehicles per day.

2. *A statement of the remaining disposal capacity of the solid waste disposal facility at the time of the request.*

As of June 29, 2020, the WRSL had a remaining capacity of approximately 23.2 million cubic yards.

3. *A description of all facility-related diversion programs and onsite recycling facilities.*

Due to the nature of the fire debris and the likelihood that incoming materials will be unrecoverable, it will not be processed through the WPWMA's Materials Recovery Facility. Debris will be directed to the WRSL for burial. The WPWMA will monitor fire debris loads, to the degree possible and safe, to identify and retrieve obvious hazardous, universal and electronic wastes.

4. *A listing of locally approved temporary transfer or processing sites to be used to store disaster debris for future reuse or recycling.*

Temporary transfer and processing sites will not be required.

Should you have any questions, please contact me at (916) 543-3984 or [eoddo@placer.ca.gov](mailto:eoddo@placer.ca.gov).

Sincerely,



Eric Oddo (Aug 12, 2021 16:06 PDT)

---

Eric Oddo, PE  
Program Manager

ATTACHMENT: AUGUST 5, 2021 PROCLAMATION OF A STATE OF EMERGENCY

CC: PAUL SZURA, NORTECH LANDFILL, INC.

August 17, 2021

Western Placer Waste Management Authority  
3013 Fiddymont Road  
Roseville, CA 95747  
Attn: Eric Oddo, PE- Program Manager

Dear Mr. Oddo:

**Subject: Emergency Waiver of Standards**

**Site: Western Regional Sanitary Landfill**

**SWIS No. 31-AA-0210**

We have reviewed the request (attached) for an emergency waiver of State Minimum Standards (SMS) for the safe and proper disposal of waste created in the River Fire located near the City of Colfax.

The emergency waiver request proposes to temporarily suspend the daily landfill tonnage, vehicle limits and the types of wastes accepted at the landfill. Based upon this review and pursuant to Title 14, California Code of Regulations (CCR), Article 3, Emergency Waiver of Standards, Section 17210.8 et seq., we hereby grant a waiver of the SMS requested above for a period up to one hundred and twenty (120) days upon receipt of the letter with the following conditions:

1. All other State Minimum Standards and permit conditions which are not subject to the waiver shall remain in effect.
2. A maximum of 2,500 tons per day and 1,200 vehicles per day will not be exceeded without advance notification and approval by our Department.
3. The effective period of your waiver shall not exceed one-hundred-and-twenty (120) days without the prior approval by our Department.
4. Your waiver may be modified, cancelled, or revoked by our Department without advance notice should we determine that any of the following occurs:
  - a) The use of such a waiver will cause or contribute to a public health hazard and safety or environmental problem.
  - b) The terms of the waiver are not being used expressly to handle the state of emergency or local emergency and are not in the best interest of the public health and safety.
  - c) The waiver is no longer necessary.
  - d) The solid waste facility operator is not utilizing disaster debris diversion programs to the extent feasible.

Environmental Health • 3091 County Center Drive, Suite 180 • Auburn, CA 95603  
(530) 745-2300 Office • (530) 745-2370 fax • [environmentalhealth@placer.ca.gov](mailto:environmentalhealth@placer.ca.gov)  
Tahoe Administration Building, 775 North Lake Blvd, Suite 203, P.O. Box 1909, Tahoe City, CA  
96145 Office: (530) 581-6240 Fax (530) 581- 6242 [envhealth@placer.ca.gov](mailto:envhealth@placer.ca.gov)



5. Comply with the reporting requirements as outlined in Title 14, CCR, Article 3, Emergency Waiver of Standards, Section 17210.5, Reporting Requirements for a Solid Waste Facility Operator.

If you have any questions or need additional information regarding the requirements, please contact Paul Holloway of my staff at [phollowa@placer.ca.gov](mailto:phollowa@placer.ca.gov) or (530) 613-5679.

Sincerely,



Jason Phillippe, REHS  
Director of Environmental Health Services



August 20, 2021

Western Placer Waste Management Authority  
3013 Fiddymment Rd  
Roseville, CA 95747

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

Dear Mr. Grehm:

Nortech Landfill Inc. ("Nortech") is writing this letter to inform you of its concerns regarding the "Emergency Waiver of Standards" at the Western Regional Sanitary Landfill SWIS No. 31-AA-0210 for River Fire Waste. Pursuant the Waiver, the standards for daily landfill tonnages, vehicle limits, and the types of wastes accepted at the Western Regional Sanitary Landfill ("landfill") are being waived and suspended by reason of the proposed joint action by the Western Placer Waste Management Authority ("WPWMA") and the Placer County Health and Human Services Department ("Placer County"). Such Waiver has been drafted and proposed without any input, or even any meaningful consultation, with Nortech.

All three areas of suspension outlined in the "Emergency Waiver of Standards of the Western Regional Landfill" ("Waiver") give us significant cause for concern as the operator of the landfill. Nortech is obligated to meet contractual standards, as set forth in the terms of the Restated and Amended Operating Agreement dated as of July 10, 2010 ("Operating Agreement"). As a initial observation, such Waiver, on its face, would appear to be in direct conflict with the provisions of Section 5.4 (Hazardous Waste Exclusion Program) of the Operating Agreement a concern that should be shared by jointly Nortech and WPWMA Consistently, Nortech is critically concerned that there is a likelihood, if not a certainty, that the fire debris from the River Fire will contain hazardous waste (residential e- waste and HHW) that is being proposed to go directly into the landfill. Moreover, it will be difficult, if not practically impossible, to eliminate this type of waste from being disposed of at the landfill by means of inspections of the load before they are disposed at the landfill. Therefore, the disposal of uninspected debris from the River Fire at the landfill will likely be in violation of the provisions of the Operating Agreement, as well as in violation of applicable laws. regulations and permits governing the operation of the landfill. Moreover,

**Nortech Landfill, Inc.**

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

WPWMA's requiring Nortech to accept such fire debris makes a mockery of Section 9.2 (Hazardous Substances Indemnification) of the Operating Agreement. In other words, it is Nortech's view that placing blindly loads of likely contaminated waste from the River Fire in the landfill, which is not permitted to receive hazardous waste, is imprudent and foolhardy.

Such potential of current and future pollution will expose Nortech, unfairly and improperly, to risks and liabilities over which it has no control if it follows the directives contained in the Waiver that are proposed to be imposed by WPWMA and Placer County upon Nortech.

Section 5.1 and Section 11.2 of the Operating Agreement require Nortech to operate the landfill in compliance with all applicable laws, regulations and permits, but if Nortech follows the directives of WPWMA and Placer County in the Waiver, it is likely that it will NOT be complying with applicable environmental laws and regulations, as well as the provisions of the permits governing the operation of the landfill. California Civil Code Section 1668 and Section 2273 would seem to prohibit enforceable indemnities, covenants of defense and general releases from WPWMA and Placer County in favor of Nortech, in the event that Nortech is to require to perform unlawful acts in the future in satisfaction of the directives in the proposed Waiver. In summary, Nortech will not agree to be exposed to the risks and liabilities that are inherently present in relation to disposing of the fire debris in a purported emergency situation pursuant to the Waiver that the WPWMA and Placer County has proposed to implement without consultation with Nortech. WPWMA, as the owner of the landfill and the party who controls the scale house, has the right to direct outside waste to be disposed of at the landfill. However just like Nortech is required to do, WPWMA and Placer County must comply with all laws, regulations and permits applicable to the disposal of waste at the landfill. If WPWMA and Placer County insist on implementing the Waiver over Nortech's objections and concerns, then Nortech must be provided by WPWMA and Placer County, *if legally possible under relevant California law*, with an enforceable indemnification, covenant of defense and general release from liability now and into the future in recognition of the extraordinary risks that Nortech will be taking, if it should decide to comply with the directives in the Waiver.

In addition, Nortech is concerned that there is an issue with the adequacy of the capacity in the landfill, including the lack of sufficient future capacity for member agencies at the end of the contract without additional modules being constructed. Nortech also has some concerns with capacity in relation to its ability to take more material with its current personnel and heavy equipment. Nortech is currently set up to effectively meet the permitted standards at the landfill. Requiring additional material to be disposed of at the landfill will require additional human capital and heavy equipment to support expanded operations/tonnages coming into the landfill. It is very challenging to find on a temporary basis heavy equipment set up to operate at the landfill, without significant investment as rental options are severely limited with landfilling operations.

Items to be addressed:

- *If legally possible under relevant California law*, an enforceable general release of liability, an enforceable indemnification and an enforceable covenant of defense from potential pollution through the end of the Operating Agreement on June 30, 2022, and into the future.

**Nortech Landfill, Inc.**

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

- A general release of liability from the landfill filling capacity prematurely due to the acceptance of the debris from the River Fire pursuant to the Waiver.
- Capacity issues – A guarantee that the acceptance of the debris from the River Fire will not affect the capacity of, and the manner of operating, the landfill as outlined in the terms of the Operating Agreement (i.e. winter plan, fill sequence changes to support the additional material, etc.).
- An understanding by the member agencies that depending on the volume received from the debris from the River Fire under the Waiver that the WPWMA has entered into that this action may have future negative impacts on the member agencies until the Module 6 is constructed.
- A guarantee that Nortech will not have Pollution Liability concerns in the event the waste is polluted and/or liner failure.
- Does the WPWMA have any protocols in place to ensure that there is no hazardous materials i.e. e-waste, batteries, treated wood waste, etc.
- Nortech would like the WPWMA to inform Nortech if this material is free from of any regulated waste?
- Nortech also wants to make the WPWMA aware that the acceptance of this waste under the Waiver will likely limited its ability to bury Treated Wood Waste – and would like to know if this will expand beyond the current modules that we are limited to in burying TWW?

Notwithstanding the foregoing and under the assumption that WPWMA and Placer County will not be able to grant Nortech with its requested indemnity, covenant of defense and general release due to the provisions of California Civil Code Section 1668 and Section 2273, it seems that either (1) WPWMA, Placer County and Nortech need to obtain waivers from all regulatory agencies with jurisdiction, inclusive of those who have issued permits in relation to the operation of the landfill, to permit hazardous waste from the River Fire to be disposed at such landfill due to the extraordinary circumstances that caused Governor Newsome to issue his emergency order on August 5, 2021, or (2) WPWMA must inspect all loads of debris from the River Fire before they are disposed at the landfill and then must certify unconditionally to Nortech that such loads may be lawfully disposed at the landfill in compliance with all applicable laws, regulations and permits. To do otherwise unreasonably and needlessly exposes Nortech to liabilities and risks that it is not contractual obligated to accept and even could void Nortech's insurance coverage for pollution liability under Section 9.3 D of the Operating Agreement. Nortech's insurance broker currently is evaluating the impact of disposing of the debris from the River Fire at the landfill on the required policy of pollution liability, with such review being requested to be conducted in an expedited manner.

Please note that the granting of an emergency waiver regulations state in 14 CCR section 17210.4-2 that the operator must declare that "The waiver will not pose a threat to public health and safety or the environment".

Nortech is focused on continuing to ensure that it is meeting all of its contractual obligations, including complying with all applicable laws, regulations and permits. Nortech is willing to do everything that it can to lawfully support WPWMA and its member agencies to dispose of the debris from the River Fire. Nortech's goal is to ensure that it has the capacity to successfully operate the landfill in compliance with all applicable laws, regulations and permits without incurring additional/significant liability.

**Nortech Landfill, Inc.**

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

Please feel free to reach out with any questions at your earliest convenience.

Sincerely,



Paul Szura  
Vice President/General Manager  
**Nortech Landfill, Inc.**  
3033 Fiddymment Rd.  
Roseville, California 95747  
Email [Paul@nortechwaste.com](mailto:Paul@nortechwaste.com)  
Phone 916-645-5230

CC: WPWMA Board Members

CC: Robert Sandman, Esq.

CC: Paul Holloway, REHS  
Placer County Health and Human Services Department  
3091 County Center Drive, Suite 180  
Auburn, CA 95603

## Compostable Materials Handling Operation and Facility Inspection Report (93)

<b>Enforcement Agency:</b>				<b>Local Inspection ID:</b>	
County of Placer					
<b>SWIS Facility File Number (99-xx-9999)</b>		<b>Inspection Date</b>		<b>Program Code</b>	
<b>31-AA-0001</b>		<b>7/27/2021</b>		<b>LEA Periodic</b>	
<b>Time In</b>		<b>Time Out</b>		<b>Inspection Time</b>	
<b>Facility Name</b>			<b>Received By</b>		
Western Placer Waste Mgmt Authority MRF			Western Placer Waste Mgt Authority		
<b>Facility Location</b>			<b>Owner Name</b>		
3033 Fiddymment Road, Roseville		95747	WPWMA		
<b>Inspector</b>			<b>Also Present (Name)</b>		
Paul Holloway			Byron Hildenbrand, Amanda Dunham, Jennifer Snyder (part of inspection)		

THE ABOVE FACILITY WAS INSPECTED FOR COMPLIANCE WITH APPLICABLE SECTIONS OF DIVISION 30 OF PUBLIC RESOURCES CODE (PRC) AND TITLE 14 AND TITLE 27 CALIFORNIA CODE OF REGULATIONS (CCR)

<b>No Violations or Areas of Concern</b>		
V	A	Regulations
	X	17867(a)(9) - Fire Prevention, Protection and Control
		<p>Comments: In the 2nd quarter 2021 compost report, many temperatures observed were very high (above 170 degrees Fahrenheit).</p> <p>In July, 2021, there were 14 smoke/fire related compost incidents.</p> <p>The facility should work to reduce pile sizes and create adequate fire lanes in between piles to more adequately address hot areas within the piles.</p>
	X	17868.3.1(a) - Physical Contamination Limits
		<p>Comments: Per the 2nd quarter 2021 compost report, the June 11, 2021 sampling event indicated above threshold limits was observed. Total contaminants indicated 0.85% by weight in the sample (threshold of 0.5%) and of those contaminants 0.12% was film plastic (threshold is 0.1% of contaminant weight).</p> <p>Another sample has been pulled from the same material for resampling. Results will be forwarded to the LEA once received.</p>

<b>Inspection Report Comments:</b>
<p>1) No significant odors were observed in the compost area. The southern pond was largely free of odors as well.</p> <p>2) Continue to cover vegetative food wastes as soon as possible. Little to no food waste observed uncovered.</p> <p>3) Facility should continue all efforts to reduce green wastes and compost product quantities.</p> <p>ec: CalRecycle; Byron Hildenbrand, Nortech (Byron@nortechwaste.com); Paul Szura, Nortech (paul@nortechwaste.com); Brandon Stevens, Nortech (Brandon@nortechwaste.com); Amanda Dunham, Nortech (amanda@nortechwaste.com); Christina Hanson, Placer County Environmental Engineering (chanson@placer.ca.gov); Keith Schmidt, Western Placer Waste Management Authority (kschmidt@placer.ca.gov); Stephanie Ulmer, Western Placer Waste Management Authority (sulmer@placer.ca.gov); Heather Wilden, Western Placer Waste Management Authority (hwilden@placer.ca.gov); Paul Sanders, Regional Water Quality Control Board (paul.sanders@waterboards.ca.gov).</p> <p>c: file</p>

## Compostable Materials Handling Operation and Facility Inspection Report (93)

<b>Enforcement Agency:</b>				<b>Local Inspection ID:</b>	
County of Placer					
<b>SWIS Facility File Number (99-xx-9999)</b>		<b>Inspection Date</b>		<b>Program Code</b>	
<b>31-AA-0001</b>		<b>8/24/2021</b>		<b>LEA Periodic</b>	
<b>Time In</b>		<b>Time Out</b>		<b>Inspection Time</b>	
<b>Facility Name</b>			<b>Received By</b>		
Western Placer Waste Mgmt Authority MRF			Western Placer Waste Mgt Authority		
<b>Facility Location</b>			<b>Owner Name</b>		
3033 Fiddymment Road, Roseville		95747	WPWMA		
<b>Inspector</b>			<b>Also Present (Name)</b>		
Paul Holloway			Stephanie Ulmer, Amanda Dunham, Paul Szura		

THE ABOVE FACILITY WAS INSPECTED FOR COMPLIANCE WITH APPLICABLE SECTIONS OF DIVISION 30 OF PUBLIC RESOURCES CODE (PRC) AND TITLE 14 AND TITLE 27 CALIFORNIA CODE OF REGULATIONS (CCR)

<input type="checkbox"/>	<b>No Violations or Areas of Concern</b>
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V	A	Regulations
	X	17867(a)(9) - Fire Prevention, Protection and Control
<p>Comments: In the 2nd quarter 2021 compost report, many temperatures observed were very high (above 170 degrees Farenheit).</p> <p>As of August 31, 2021 there have been over 20 fire/smoke events at the facility.</p> <p>The facility should work to reduce pile sizes and create adequate fire lanes in between piles to more adequately address hot areas within the piles.</p>		

<b>Inspection Report Comments:</b>
<p>1) Minor amounts of odor were observed in the food waste area. Operator should work to keep birds (geese) from picking food waste out of compost piles.</p> <p>2) Facility should continue to work to reduce large quantities of finished compost and compost feedstock.</p> <p>3) South sedimentation pond was largely odor free and well maintained.</p> <p>ec: CalRecycle; Byron Hildenbrand, Nortech (Byron@nortechwaste.com); Paul Szura, Nortech (paul@nortechwaste.com); Brandon Stevens, Nortech (Brandon@nortechwaste.com); Amanda Dunham, Nortech (amanda@nortechwaste.com); Christina Hanson, Placer County Environmental Engineering (chanson@placer.ca.gov); Keith Schmidt, Western Placer Waste Management Authority (kschmidt@placer.ca.gov); Stephanie Ulmer, Western Placer Waste Management Authority (sulmer@placer.ca.gov); Heather Wilden, Western Placer Waste Management Authority (hwilden@placer.ca.gov); Paul Sanders, Regional Water Quality Control Board (paul.sanders@waterboards.ca.gov).</p> <p>c: file</p>

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**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS**

DATE: **SEPTEMBER 9, 2021**

FROM: **KEN GREHM / KEITH SCHMIDT** 

SUBJECT: **TREATED WOOD WASTE UPDATE**

**RECOMMENDED ACTION:**

None. This item is presented for information only.

**BACKGROUND:**

Historically, the WPWMA and other California landfills accepted treated wood waste (TWW) under the Department of Toxic Substances Control's (DTSC) Alternative Management Standards (AMS) which allowed for receipt of TWW in landfills as solid waste rather than hazardous waste. The AMS expired on December 31, 2020, meaning that landfills were no longer able to receive and bury TWW as of January 1, 2021. SB 68 (Galgiani) was circulated and approved by the Legislature in 2020 and was intended to modify the AMS and eliminate the December 31 expiration date. The Governor subsequently vetoed the bill, citing state funding shortfalls for the AMS program.

As an interim solution, your Board adopted a temporary policy on December 10, 2020, to alternatively accept TWW at the WPWMA's Household Hazardous Waste Facility for delivery to a Class I hazardous waste landfill. At the same time, your Board approved a temporary increase in the TWW tipping fee to account for the additional transport and disposal costs.

In early January 2021, DTSC indicated its intention to issue temporary variances to allow for resumed burial of TWW until a bill could be passed to address the TWW management standards. On February 17, 2021, the WPWMA applied for the temporary disposal variance; DTSC issued the variance to the WPWMA on March 2, 2021. As a result of receiving the variance, the WPWMA was able to avoid shipping TWW offsite for disposal, did not incur the additional transport and disposal costs, and was able to credit customers who had paid the higher tipping fee.

The variance was scheduled to expire on August 29, 2021. In July, staff requested an extension to the variance from DTSC. Despite repeated inquiries, DTSC did not respond to the WPWMA's request.

On August 31, 2021, Governor Newsom signed AB 332 into law which immediately reinstated the AMS which allows the WPWMA to continue to legally dispose TWW at the WRSL. AB 332 requires DTSC to provide notification to the Legislature by July 1, 2028 of its intent to manage TWW in accordance with hazardous waste control laws if the provisions of the bill are repealed. Upon DTSC notification, the bill would again repeal the AMS provisions effective January 1, 2030.

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**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS**                      DATE: **SEPTEMBER 9, 2021**  
FROM: **KEN GREHM / ERIC ODDO**   
SUBJECT: **CREDITABLE RECOVERY ACHIEVED & INCENTIVE PAYMENTS  
EARNED BY NORTECH WASTE IN FY 2020/21**

**RECOMMENDED ACTION:**

None. This report is for information purposes only.

**BACKGROUND:**

The MRF Operating Agreement (Agreement) requires Nortech to achieve a creditable recovery rate of 22% from municipal solid waste (MSW) and 50% from construction & demolition debris (C&D). These rates were established upon consultation with the Member Agencies and reflect their requirements to reliably meet the waste reduction mandates of AB 939. Source separated recyclables and source separated green and wood wastes do not count toward the creditable recovery rate. The Agreement provides for an incentive payment of \$18 per ton of materials recovered in excess of the contractual requirements, which is approximately equal to the avoided cost of landfilling the material. The creditable recovery rate and incentive payment (if any) are calculated annually, coinciding with the WPWMA's fiscal year.

For FY 2020/21, Nortech achieved a creditable recovery rate of 23.14% from MSW and 50.47% from C&D. The following table summarizes the recovery levels achieved by Nortech over the past several years.

<u>Period</u>	<u>MSW Recovery</u>	<u>C&amp;D Recovery</u>
FY 2020/21	23.14%	50.47%
FY 2019/20	22.85%	51.13%
FY 2018/19	24.15%	50.36%
FY 2017/18	24.68%	52.29%
FY 2016/17	23.94%	50.45%
FY 2015/16	22.73%	51.39%

Despite continued recyclable market volatility and reduced commodity demand, and the ongoing operational impacts of the COVID-19 pandemic, Nortech was able to meet and exceed the performance requirements of the Agreement. Analysis of Nortech's monthly recovery reports suggests that significant increases in the recovery of inert materials (e.g.: concrete, rock, etc.) from the MSW and C&D streams and the production of alternative daily cover helped them to meet the recovery requirements.

**FISCAL IMPACT:**

For FY 2020/21, Nortech earned \$48,578 and \$6,248 in MSW and C&D incentive payments, respectively, for a combined incentive payment of \$54,826. For purposes of comparison, Nortech earned a combined incentive payment of \$52,052 in FY 2019/20.

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**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS**                      DATE: **SEPTEMBER 9, 2021**  
FROM: **KEN GREHM / ERIC ODDO**   
SUBJECT: **FY 2020/21 RECYCLABLE REVENUE SHARING**

**RECOMMENDED ACTION:**

None. This report is for information purposes only.

**BACKGROUND:**

The MRF Operating Agreement includes a provision for Nortech to share recyclable commodity revenues with the WPWMA. Per the Agreement, the WPWMA is afforded 20% of the gross revenues<sup>1</sup> received by Nortech for a commodity when the average annual sales price of that commodity exceeds a pre-defined benchmark value. The benchmark value of each commodity was established in 2010 and is adjusted each fiscal year according to the year-over-year change in the Producer Price Index for the month of July.

For example, in FY 2020/21 the benchmark value for natural (non-pigmented) HDPE was \$618.42 per ton, the average annual sales price was \$1,252.79 per ton and Nortech recovered and marketed 384.19 tons of natural HDPE. Accordingly, the WPWMA is entitled to \$48,743.72 of the overall natural HDPE commodity revenues received by Nortech as noted below:

$$\text{Shared Natural HDPE Revenue} = 20\% \times (\$1,252.79/\text{ton} - \$618.42/\text{ton}) \times 384.19 \text{ tons} = \$48,743.72$$

A summary of the individual commodity parameters for FY 2020/21 is included as an attachment to this report, as well as a comparison of the individual commodity revenues received by the WPWMA over the last six fiscal years.

**FISCAL IMPACT:**

For FY 2020/21 the WPWMA received a total of \$48,743 in shared recyclable revenue. For purposes of comparison, in FY 2019/20, the WPWMA received \$3,978. Due to the inherent volatility in recyclables markets, shared revenues were not included as a source of funding in the FY 2020/21 Budget.

ATTACHMENT: RECYCLABLE COMMODITY REVENUES RECEIVED BY THE WPWMA IN FY 2020/21  
SUMMARY OF RECYCLABLE COMMODITY REVENUES RECEIVED BY THE WPWMA

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<sup>1</sup> For the purposes of this provision, California Redemption Value proceeds and revenues associated with the sale of materials received at the buyback center are exempt from the revenue sharing calculations.

### RECYCLABLE COMMODITY REVENUES RECEIVED BY THE WPWMA IN FY 2019/20

Commodity	Benchmark Value (\$/ton)	Avg. Sales Value (\$/ton)	Recovered Tonnage (tons)	Revenues Remitted to the WPWMA
Aluminum Cans	\$1,467.43	\$1,014.25	415.55	\$0.00
Aluminum Scrap	\$419.25	\$408.56	54.38	\$0.00
Lead Acid Batteries	\$742.30	\$433.45	40.28	\$0.00
Cardboard	\$136.26	\$111.10	4,003.33	\$0.00
Compost	\$15.72	\$12.66	47,457.76	\$0.00
Glass	\$78.61	(\$11.25)	2,432.77	\$0.00
HDPE Colored	\$393.06	\$311.44	455.49	\$0.00
HDPE Natural	\$618.42	\$1,252.79	384.19	\$48,743.72
Mixed Plastic (large)	\$105.94	\$64.69	1,167.64	\$0.00
Mixed Plastic (small)	\$53.07	\$0.00	0.00	\$0.00
Mixed Waste Paper	\$99.58	\$61.70	41.79	\$0.00
Newspaper	\$115.30	\$100.31	362.16	\$0.00
PET Plastic	\$450.70	\$167.44	1,226.84	\$0.00
Scrapping Materials	\$1,048.15	\$661.16	71.01	\$0.00
Steel	\$141.49	\$134.68	9,026.82	\$0.00
<b>Total</b>			<b>67,140.01</b>	<b>\$48,743.72</b>

### SUMMARY OF RECYCLABLE COMMODITY REVENUES RECEIVED BY THE WPWMA

Commodity	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21
Aluminum Cans	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Aluminum Scrap	\$0.00	\$1,391.00	\$3,109.07	\$503.46	\$0.00	\$0.00
Lead Acid Batteries	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cardboard	\$0.00	\$25,825.65	\$0.00	\$0.00	\$0.00	\$0.00
Compost	\$13,875.77	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Glass	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HDPE Colored	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HDPE Natural	\$0.00	\$0.00	\$0.00	\$0.00	\$3,978.44	\$48,743.72
Mixed Plastic (large)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Mixed Plastic (small)	\$0.00	\$0.00	\$0.00	\$767.51	\$0.00	\$0.00
Mixed Waste Paper	\$0.00	\$1,928.51	\$0.00	\$0.00	\$0.00	\$0.00
Newspaper	\$0.00	\$1,998.67	\$0.00	\$0.00	\$0.00	\$0.00
PET Plastic	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Scrapping Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Steel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$13,875.77</b>	<b>\$31,143.83</b>	<b>\$3,109.07</b>	<b>\$1,270.97</b>	<b>\$3,978.44</b>	<b>\$48,743.72</b>

**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS**                      DATE: **SEPTEMBER 9, 2021**  
FROM: **KEN GREHM / JENNIFER SNYDER** JS  
SUBJECT: **FY 2020/21 ENERGY 2001 ROYALTY ANALYSIS**

**RECOMMENDED ACTION:**

None. This report is for information purposes only.

**BACKGROUND:**

At the December 13, 2018 meeting, your Board approved the Eighth Amendment to the Lease Agreement with Energy 2001 which modified the royalty rate calculation methodology. Under the revised royalty rate methodology, the revenue due to the WPWMA is based on the monthly gross revenues earned by Energy 2001 as opposed to a set percentage of all gross revenues. The methodology for computing the effective monthly royalty rate is shown below.

<b><u>Monthly Gross Revenues (MGR)</u></b>	<b><u>Applicable Monthly Royalty Rate</u></b>
Less than \$175,000	2%
Between \$175,00 and \$280,000	0.00009524% x MGR – 10.66%
Over \$280,000	16%

Energy 2001 reported \$2,877,654 in gross revenues in FY 2020/21 which resulted in \$340,780 in royalties paid to the WPWMA for an average royalty rate of 12.2%. This year the WPWMA earned \$71,556 more in royalties compared to FY 2019/20. Staff attribute the increase in royalties predominately to SCS's management of the landfill gas system which has resulted in increased stable gas flows that allow Energy 2001 to generate more electricity, therefore increasing the royalty rate and revenues for both themselves and the WPWMA. The attached table presents a monthly summary of Energy 2001's revenue and the royalties earned by WPWMA.

ATTACHMENT: SUMMARY OF ENERGY 2001 REVENUES, ROYALTY RATES AND ROYALTIES EARNED BY WPWMA

**SUMMARY OF ENERGY 2001 REVENUES,  
ROYALTY RATES AND ROYALTIES EARNED BY WPWMA**

Month	Energy 2001 Monthly Gross Revenue	Effective Royalty Rate	Royalties Earned by WPWMA
July	\$212,493.14	9.6%	\$19,145.34
August	\$237,110.57	11.9%	\$27,052.08
September	\$220,516.27	10.3%	\$21,589.88
October	\$241,233.54	12.3%	\$28,508.47
November	\$213,856.42	9.7%	\$19,553.96
December	\$245,996.24	12.8%	\$30,202.22
January	\$249,073.65	13.1%	\$31,342.43
February	\$220,241.76	10.3%	\$21,517.45
March	\$242,285.65	12.4%	\$28,880.38
April	\$241,852.06	12.4%	\$28,705.60
May	\$280,008.49	16.0%	\$43,617.86
June	\$272,986.67	15.3%	\$40,664.66
Total	\$2,877,654.46	12.2%	\$340,780.32



**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS**  
FROM: **KEN GREHM / SARAH VAIRA**  
SUBJECT: **SITE WIDE ODOR PLAN UPDATE**

DATE: **SEPTEMBER 9, 2021**

**RECOMMENDED ACTION:**

None. This report is for information purposes only.

**BACKGROUND:**

The WPWMA's Site Wide Odor Plan (SWOP), adopted by your Board on December 10, 2020, provides an overview of the WPWMA's facilities and services, potential operational odor sources, and associated mitigation measures implemented at the facility. The SWOP is intended to be used as a tool by the WPWMA and its facility operators, contractors, and consultants to consistently and proactively take appropriate steps to reduce the potential for off-site odors.

In January 2021, the WPWMA formally began implementing the SWOP including the identified best management practices (BMPs), regular on- and off-site odor monitoring, continued public education and outreach, and researching new odor reduction and monitoring technologies. This update provides a summary of these efforts over the first six months (January – June 2021) of SWOP implementation (reporting period).

Staff intend to return to your Board on an annual basis to provide a similar report; as always, staff welcomes any feedback your Board may have on items of interest or additional metrics your Board would like included in these summary reports.

**Best Management Practices**

The SWOP established a series of BMPs to help mitigate odors from its facilities including the materials recovery facility (MRF), landfill, landfill gas collection and control system, and composting operations.

Staff perform routine facility inspections to ensure BMPs have been implemented and consistently adhered to as outlined in the SWOP. Any areas of concern identified by staff are immediately communicated to the applicable contract entity (e.g., Nortech, SCS, etc.) to remediate the identified issue.

During the reporting period, staff notified Nortech of several areas of concern related to waste accumulation in the MRF. The concerns were promptly addressed by Nortech, and WPWMA and Nortech staff continue to collaborate to ensure the BMPs are being adhered to through general management and good housekeeping practices. No areas of concern related to other facility operations were identified.

## **Odor Monitoring**

### ***Dispersion and Predictive Odor Risk Monitoring***

The WPWMA employs a site-wide continuous odor monitoring and dispersion modeling system and meteorological station to provide objective, quantifiable, visual representations of the probable off-site odor concentrations over time associated with the WPWMA's operations.

The system also includes a feature that uses weather forecast data to prepare a 3-day odor risk forecast that identifies periods of time (on an hourly basis) where there could be an increased potential for odors to be experienced by nearby receptors. The odor risk forecast is updated daily and provided to the facility operators, contractors, and consultants allowing them to plan their operations to minimize the potential for off-site odors. The odor forecast is also used by WPWMA staff when monitoring BMPs. An example of the daily odor risk forecast report is attached.

During the 181-day reporting period, there were seven (7) instances when the odor risk forecast predicted periods of moderate and/or high risk of odors in the region due to weather conditions. For each occurrence, Nortech amended operations so that activities with higher potential to produce odors (e.g., turning, screening, or grinding of compost, etc.) did not occur during times of projected elevated odor risks. Additionally, Nortech submitted summary reports to the WPWMA outlining how operations were modified.

### ***Routine On- and Off-site Odor Monitoring by WPWMA Staff***

Staff conduct weekly on- and off-site odor monitoring to evaluate and record the type and intensity of odors that have the potential to be experienced by nearby receptors. Odors are monitored at twelve off-site locations and six on-site locations.

At each location, staff recorded: 1) time, 2) if there are any noticeable odors, along with a description and intensity (on a scale of 1 to 5 with 5 being the most intense), and 3) observations (e.g. trash collection day in the area, construction activities, surrounding land use conditions, etc.) that could contribute to perceived odors.

During the reporting period, staff rarely detected odors at the identified off site monitoring locations. Most odors identified at these locations were classified as faint to non-existent (i.e., odor intensity of 1 out of 5). Typical odor intensities noted by staff at each on-site monitoring location tended to confirm the WPWMA's current understanding that composting and landfill related operations are the dominant source of odors at the site.

After each weekly monitoring, staff compared the data recorded during inspections to the odor monitoring system to see how well the field observations compared to the odor dispersion model predictions. Staff found that in most cases the data displayed in the modelling system was consistent with the odor conditions noted in the field.

## **Odor Notifications**

During the reporting period, the WPWMA received a total of 35 odor notifications. Of these, staff determined that 11 were directly related to the WPWMA's operations, 12

were likely a combination of WPWMA and other non-WPWMA sources, and 11 were likely not related to WPWMA operations at all.

For purposes of comparison, during the same period a year ago (January – June 2020), the WPWMA received a total of 53 odor notifications with 37 attributable to WPWMA operations, 5 representing a combination of WPWMA and non-WPWMA sources and 11 likely not related to WPWMA operations at all.

While staff cannot say with certainty that formal implementation of the SWOP had a verifiable impact on reducing off site odors, the data does suggest a significant reduction in the total number of odor notifications received (~34% reduction in total notifications) as well as a reduction in the amount attributable, in whole or in part, to the WPWMA's operations (~45% reduction) which may be due to implementation of the SWOP.

### **Public Education and Outreach**

The WPWMA continues to engage with residents to help educate and inform them about the critical function the WPWMA plays in managing solid wastes generated in western Placer County.

Since 2011, the WPWMA has conducted annual public meetings at its facility designed specifically to engage residents who have the potential to experience odors associated with the WPWMA's operations. As noted elsewhere in this agenda, staff have scheduled the 2021 annual Odor Workshop for October 13, 2021.

Limited staffing availability, impacts and concerns related to the ongoing COVID-19 pandemic, and air quality from wildfires have reduced the opportunity for staff to engage directly with nearby residents. Staff will continue to monitor conditions over the coming months and look for opportunities for engagement with the public.

### **Planned Future Efforts**

The following provides a brief summary of additional odor monitoring efforts scheduled for implementation within the coming months.

#### ***Ambient eNose Sensor Installation***

At the June 17, 2021 meeting, your Board approved an agreement with Envirosuite for the installation of six ambient eNose sensors to facilitate the measurement of odors off site. These sensors will be incorporated into the WPWMA's odor monitoring system and are intended to serve as an "early warning system" of the potential for off-site odors. Three of the ambient sensors will be installed along the WPWMA's southern fence line and the other three will be placed in public parks in the City of Roseville south of the facility, including Stizzo Park, Mel Hamel Park and Davis Park.

Staff believes the inclusion of off-site sensors will be helpful in further assessing the migration of odors generated from the WPWMA's facility. Installation of the sensors is anticipated to be complete by the end of September.

### ***Nasal Ranger Olfactometer***

The WPWMA recently purchased a Nasal Ranger portable odor monitoring device to utilize during weekly on- and off-site odor monitoring and odor notification investigations. The Nasal Ranger is a field olfactometer that is used to measure odor strength in ambient air, which will be useful in providing an objective and quantifiable analysis of real-time field conditions. Staff is in the process of finalizing training and set up of the unit and anticipates using this equipment during field investigations in the upcoming weeks.

### ***North Compost Pond Aeration System***

As indicated in the WPWMA Engineer's Report, the WPWMA awarded a construction contract that will expand and install a liner and new aeration system in the North Compost Pond this fall. The aeration system will keep the recirculated compost leachate from becoming septic due to low oxygen content in the water thereby reducing the potential for compost pond related odors.

ATTACHMENTS: SAMPLE ODOR RISK REPORT

# Odor Risk

Daily Risk




Site: Western Placer Waste Management Authority - Western Regional Sanitary Landfill

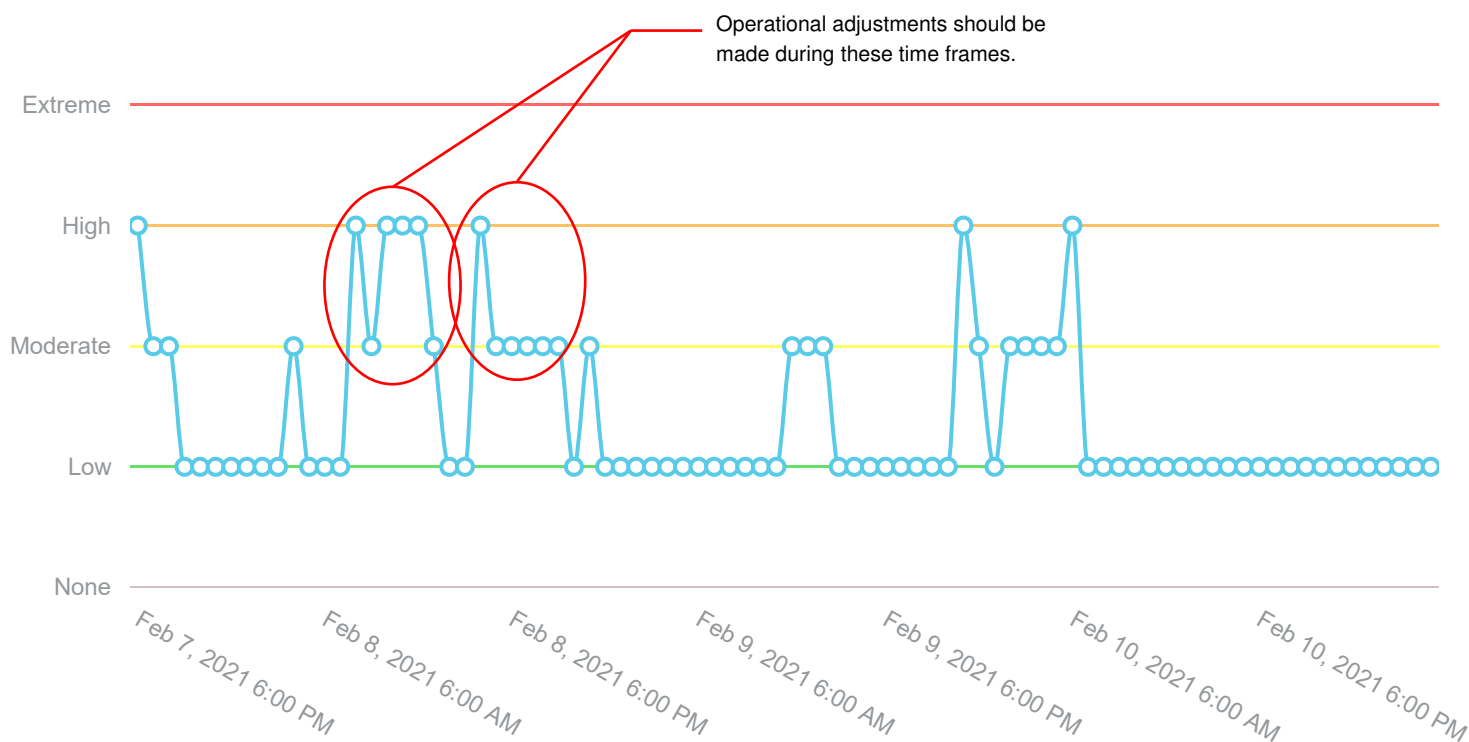
Report Issued:

Feb 8, 2021 3:31 AM

Report Period:

Shift starting Feb 7, 2021 6:00 PM

No Data  None  Low  Moderate  High  Extreme 



Note: Operational adjustments should be implemented when:

- 1) Any continuous three (3) hour period where each hourly risk potential is noted as "HIGH", or
- 2) Any continuous six (6) hour period where each hourly risk potential is noted as "MODERATE" or "HIGH"

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**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS**                      DATE: **SEPTEMBER 9, 2021**  
FROM: **KEN GREHM / JENNIFER SNYDER JS**  
SUBJECT: **COMMUNITY MEETING TO DISCUSS ODORS**

**RECOMMENDED ACTION:**

None. This item is for informational purposes only.

**BACKGROUND:**

Over the past 10 years, the WPWMA has conducted community meetings to continue fostering dialogue with the public and other interested parties regarding the WPWMA's operations and its ongoing efforts to better identify and reduce facility odors.

The meetings are intended to provide an overview of the WPWMA's operations; onsite and regional odor sources; and current and planned odor reduction practices, efforts, and projects, including the Waste Action Plan. They also serve to reiterate that while facility odors are a natural byproduct of the breakdown of organic materials and will never be completely eliminated, the WPWMA continues to strive to reduce them as much as possible, and that feedback from neighboring residents is a helpful part of those efforts.

The WPWMA utilizes a variety of media channels to maximize the number of people informed about the event. This year's meeting will be advertised via the following avenues: a press release; the WPWMA's website; an email to online odor notification form users; NextDoor.com; local neighborhood association newsletters, Facebook, Instagram and Twitter.

In response to the pandemic, the WPWMA held the 2020 meeting virtually. Based on positive feedback from attendants and in consideration of continuing concerns over COVID-19, staff recommend that this year's meeting again be conducted virtually. This year's meeting is currently scheduled for Wednesday, October 13<sup>th</sup> at 6 PM.

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## WESTERN PLACER WASTE MANAGEMENT AUTHORITY

Minutes of July 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  
Keith Schmidt

Becky Correa (online)  
Ryan Schmidt  
Jennifer Snyder  
Sarah Vaira  
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 meeting participation.
5. Public Comment: None.
6. Announcements & Information:
  - a. Reports from Directors: There were no reports from the Directors.
  - b. Report from the Executive Director: There was no report from the Executive Director.
  - c. Financial Reports: Eric Oddo noted that the financials included in the agenda package are preliminary for the close of the Fiscal Year. He summarized the report and answered questions from the Board.
  - d. Monthly Tonnage Reports: Eric Oddo summarized the report. There were no questions from the Board.
7. Action Items:
  - a. Minutes of the Board Meeting held June 17, 2021:  
Staff recommended the Board approve the item as submitted.

### **MOTION TO APPROVE ITEM 7a:**

**Gore/Roccucci**

**Vote: Unanimous**

- b. MRF Procurement Process:

Staff recommended the Board:

1. Provide direction to staff regarding Board involvement in the MRF procurement process as it relates to informing your Board on the

details of the proposed MRF modifications and the experience and qualifications of the two MRF Finalists.

2. Authorize the Executive Director to approve in and out of state travel related expenses, consistent with the County of Placer's Meals, Lodging, Travel and Transportation Policy, associated with visits to solid waste facilities operated by the MRF Finalists for an amount not to exceed \$30,000.

Ken Grehm summarized the report and requested direction from the Board regarding the level of Board involvement in the remainder of the MRF procurement process.

The Board indicated its interest in reviewing the original proposals of the two MRF Finalists, reviewing their subsequent 30% design submissions, and touring facilities operated by each of the Finalists. Ken indicated staff will work with Counsel to arrange travel while satisfying Brown Act considerations for tours and meetings.

**MOTION TO APPROVE ITEM 7b:**

**Weygandt/Roccucci**

**Vote: Unanimous**

- c. 2021 Legislative Update and Strategic Agenda:

Staff recommended approval of the 2021 Legislative Strategic Agenda prepared by Shaw, Yoder, Antwih, Schmelzer & Lange and provided an update on legislation introduced for the 2021 Legislative Session.

Eric Oddo introduced WPWMA staff member Sarah Vaira, who summarized the report and introduced Priscilla Quiroz from Shaw Yoder Antwih Schmelzer & Lange to present the strategic agenda in detail. There were no questions from the Board.

**MOTION TO APPROVE ITEM 7c:**

**Gore/Karleskint**

**Vote: Unanimous**

- d. Second Amendment to the Agreement with SCS Engineers for the Aquifer Pump Test and Feasibility Study:

Staff recommended authorizing the Chair to sign the Second Amendment to the Aquifer Pump Test and Feasibility Study Agreement with SCS Engineers, for additional groundwater treatment modeling associated with seasonal operation of a pump and treat system, for a total of \$26,400 increasing the total not to exceed cost of the Agreement to \$550,400.

Ryan Schmidt summarized the report and answered questions from the Board.

**MOTION TO APPROVE ITEM 7d:**

**Weygandt/Karleskint**

**Vote: Unanimous**

e. Conducting the Temporary HHW Collection Events:

Staff recommended authorizing the Executive Director or designee, upon review and approval by WPWMA Counsel, to sign the Second Amendment to the HHW Collection Event Services Agreement with Clean Harbors Environmental Services, Inc. to conduct a temporary HHW collection event in Auburn for an amount not to exceed \$110,000, bringing the total cost of the two event Agreement to \$202,304.

Jennifer Snyder summarized the report and noted that Placer County has again agreed to pay the mobilization fee for this event similar to the 2020 event. Discussion ensued regarding the value of the WPWMA continuing to conduct the event, whether the event should be conducted more often and if the location of the event(s) should be alternated between different locations throughout the WPWMA's service area.

**MOTION TO APPROVE ITEM 7e:**

**Karleskint/Weygandt**

**Vote: Unanimous**

f. Ninth Amendment to the Lease Agreement with Energy 2001:

Staff recommended authorizing the Chair to sign the Ninth Amendment to the Lease Agreement with Energy 2001 that extends the term of the Agreement to June 30, 2023.

Eric Oddo summarized the report and noted there appears to be increased market interest in use of the WPWMA's landfill gas resource but, given the current resource demands for the MRF and WRSL operations contract procurements, staff recommend extending the Agreement for one year and returning to the Board at a future meeting to discuss conducting a competitive procurement for future use of the landfill gas. There were no questions from the Board.

**MOTION TO APPROVE ITEM 7f:**

**Gore/Roccucci**

**Vote: Unanimous**

9. Upcoming Agenda Items: None.

10. Adjournment: Meeting was adjourned at 6:33 PM.

Respectfully Submitted,



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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: **SEPTEMBER 9, 2021**  
FROM: **KEN GREHM / SARAH VAIRA**  
SUBJECT: **SUPPORT OF THE CALIFORNIA PRODUCT STEWARDSHIP COUNCIL**

**RECOMMENDED ACTION:**

Authorize payment of \$1,500 to the California Product Stewardship Council (CPSC).

**BACKGROUND:**

CPSC is a non-profit organization supported by local governments, CalRecycle, and businesses with the mission of promoting product stewardship policies and projects by shifting from a government-funded, ratepayer-financed waste management model to one that relies on extended producer responsibility (EPR). The WPWMA has supported CPSC for the past eleven years, as many of the waste products CPSC targets have historically been difficult or costly for the WPWMA to dispose or market for recycling, including paint, mattresses, pharmaceuticals and sharps, batteries, and propane cylinders.

CPSC's efforts have benefited the WPWMA, most notably their role in implementing California's PaintCare program, participation in which has resulted in an annual cost savings to the WPWMA of approximately \$170,000. CPSC was also instrumental in implementing the Bye Bye Mattress program which provides free mattress disposal for residents. While the WPWMA has been unable to implement the program permanently, staff are working with Bye Bye Mattress to conduct semi-annual temporary collection events at the WPWMA's facility to provide Placer County residents with a free and convenient way to dispose of used mattresses.

Staff recommends the WPWMA continue its financial support of CPSC due to the potential additional benefits to the WPWMA from CPSC's continued EPR advocacy. Staff's recommended contribution is consistent with previous payments authorized by your Board.

**ENVIRONMENTAL CLEARANCE:**

The recommended action is not considered a "project" under the California Environmental Quality Act.

**FISCAL IMPACT:**

The recommended amount of \$1,500 is a voluntary assessment and is consistent with previous contributions approved by your Board. Sufficient funding for this expenditure was included in the FY 2020/21 Preliminary Budget.

## CONTRIBUTION INVOICE #: FY22-055-AF

July 30, 2021

Stephanie Ulmer  
Western Placer WMA  
3033 Fiddymment Road  
Roseville, CA 95747

Sent via e-mail: [sulmer@placer.ca.gov](mailto:sulmer@placer.ca.gov)

Terms: Payment contribution requested upon receipt

DESCRIPTION	AMOUNT
<p>2021-2022 CPSC Associate Fees</p> <p>CPSC provides local governments with legislative updates and a toolkit that allows them to better support current and future sustainability and producer responsibility programs.</p> <p>The toolkit includes, although it is not limited to, monthly participation in the exclusive Policy &amp; Education Advisory Committee (PEAC), which discusses and monitors current legislation affecting solid waste and recycling in California as it relates to sustainability, product stewardship, and extended producer responsibility. The PEAC also advises the CPSC Board on policy direction. Also included is participation in the monthly Associates calls wherein the latest projects, programs, and public education information is discussed in these same topic areas.</p> <p>CPSC continues to push for the mitigation of end-of-life costs of products away from California local governments to manufacturers in an effort to account for the full cost of recycling and disposal of their products and get manufacturers to design greener and more sustainable products.</p>	<p>\$1,500.00</p>

Please make check payable to: *California Product Stewardship Council*

Please mail to: CPSC, 1822 21<sup>st</sup> St., Suite 100, Sacramento, CA 95811

For billing inquiries, please contact Nate Pelczar at (916) 706-3420 or [Nate@calpsc.org](mailto:Nate@calpsc.org)

This letter acknowledges with great appreciation your contribution to sustain our momentum. No goods or services were provided in exchange for your contribution. California Product Stewardship Council is a 501(c)(3) non-profit organization and our Federal Tax ID number is 77-0695467.

**Thank you!**

**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS**                      DATE: **SEPTEMBER 9, 2021**  
FROM: **KEN GREHM / RYAN SCHMIDT** *RS*  
SUBJECT: **AGREEMENT WITH TETRA TECH FOR CLOSURE, POSTCLOSURE  
MAINTENANCE AND CORRECTIVE ACTION COST ESTIMATE  
UPDATES**

**RECOMMENDED ACTION**

Upon review and approval by WPWMA Counsel, authorize the Executive Director or designee to sign an agreement with Tetra Tech for closure cost estimate services for the Western Regional Sanitary Landfill (WRSL) for an amount not to exceed \$37,916.

**BACKGROUND**

The WPWMA is required to update its closure, postclosure maintenance and corrective action cost estimates for the WRSL as part of its 5-year permit review, which is due in 2022. Regulations require that the cost estimates be prepared by a third party registered civil engineer or engineering geologist who is not employed directly by the landfill owner.

Staff solicited proposals from the firms on Placer County's pre-qualified list of landfill consulting and design consultants to prepare the required cost estimates. Proposals were received from four firms: Tetra Tech, Geo-Logic Associates, Golder Associates, and SCS Engineers. Staff reviewed the proposals and evaluated each firm's relevant experience, level of detail of each proposed task, and associated costs. Based on that review, staff believes Tetra Tech is best suited to provide the closure cost estimate services for the WRSL. In staff's opinion, Tetra Tech proposed the most comprehensive approach to providing the requested services at the best value to the WPWMA per dollar spent.

The purpose of the required cost estimates is to ensure that sufficient funds are available<sup>1</sup> to: 1) install the final cover and remaining landfill gas system components at the WRSL (closure cost), 2) provide for all required monitoring and maintenance during the statutory 30-year postclosure period (postclosure) and 3) provide funding for any necessary corrective action at the WRSL due to a release from the landfill (corrective action). Further, the corrective action cost estimate must be evaluated for water-related corrective action measures and non-water-related corrective action measures; the WPWMA is required to have sufficient funding to cover the more expensive of these two situations.

With your Board's approval of staff's recommendation, staff will finalize negotiations of the required Scope of Services which is expected to be substantially the same as the attached draft scope.

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<sup>1</sup> This funding is required to be made available to the state in the unlikely event the WPWMA abandoned the WRSL without conducting the required closure/postclosure activities. While the WPWMA cannot utilize these funds directly for the required activities, as portions of the WRSL are "closed" and postclosure activities occur (in the future), the WPWMA's liability will be reduced. Theoretically, at the end of the 30-year postclosure period, all funding set aside in conformance with the regulations will be recovered by the WPWMA and available for other non-landfill related uses.

### **ENVIRONMENTAL CLEARANCE**

Conducting landfill closure cost estimates is categorically exempt under California Environmental Quality Act guidelines, Article 19, Section 15306: "Information Collection" which involves data collection, research and evaluation activities.

### **FISCAL IMPACT**

The cost of providing the recommended services is \$37,916. Sufficient funding is available in the FY 2021/22 Preliminary Budget to cover this cost.

ATTACHMENT: DRAFT SCOPE OF SERVICES



## **EXHIBIT A SCOPE OF SERVICES**

Consultant shall plan, prepare, and execute all items outlined in this Scope of Services for Updating Closure, Post-closure maintenance and Corrective Action Cost Estimates for Western Regional Sanitary Landfill.

### **TASK 1 KICK-OFF MEETING, DATA REVIEW, AND PROJECT ADMINISTRATION**

Consultant shall schedule, prepare an agenda for, and lead a project kickoff meeting with WPWMA staff to solidify project objectives and expectations, familiarize Consultant with the WPWMA's facilities, and identify any WPWMA documents Consultant believes are necessary as background information for the project.

Consultant shall prepare and submit a meeting summary and minutes and provide a list of documents requested from the WPWMA for review. Consultant shall review and evaluate the requested WPWMA facility documents and examine the current regulatory framework including, but not limited to, the most recent Right of Waste Discharge (ROWD).

<i>Deliverables</i>	<i>Due</i>	<i>Format</i>
Kickoff Meeting Agenda/Minutes	One (1) week before/after meeting	Word

Consultant shall communicate with WPWMA throughout the lifetime of the project. This communication will limit errors, delays, and reassignment costs and ensure that project goals and objectives are achieved.

### **TASK 2 PREPARE WATER AND NON-WATER RELEASE CORRECTIVE ACTION PLAN RECERTIFICATION AND UPDATE COST ESTIMATES**

Consultant shall update the cost estimate of a non-water release event (surface fire event) to 2021 dollars. Consultant shall also prepare and update the cost estimate for a water release event to 2021 dollars. Consultant shall use CalRecycle's annual inflation factors for adjusting those costs.

Consultant shall prepare a draft document including the water/non-water release cost estimates. This draft document shall be submitted to the Authority for review and comment. Consultant shall then prepare a final draft document including WPWMA comments, for submittal to the LEA, CalRecycle, and RWQCB.

<i>Deliverables</i>	<i>Due</i>	<i>Format</i>
Draft Report of Updated Water/Non-Water Release Cost Estimates	One (1) month after contract execution	PDF
Final Report of Updated Water/Non-Water Release Cost Estimates	Two (2) weeks after WPWMA comment/review	PDF

### **TASK 3 CLOSURE/POST-CLOSURE MAINTENANCE AND MONITORING COST ESTIMATE UPDATE**

Consultant shall review and update the 2017 closure and post-closure maintenance and monitoring cost estimates. Consultant shall update the closure area to exclude the partial final closure project in Modules 15 and 16. Consultant shall provide updated closure and post closure cost estimate table and associated back up documentation for WPWMA review. After WPWMA review, consultant shall

provide final updated closure and post closure maintenance and monitoring cost estimate tables and backup documentation for submittal to the LEA, CalRecycle, and RWQCB.

<i>Deliverables</i>	<i>Due</i>	<i>Format</i>
Draft Updated Closure/Post-Closure Cost Estimate Tables and Documentation	One (1) month after contract execution	PDF
Final Updated Closure/Post-Closure Cost Estimate Tables and Documentation	Two (2) weeks after WPWMA comment/review	PDF

#### **TASK 4 ADDITIONAL SERVICES**

In addition to the services described above, WPWMA may request Additional Services on an as needed basis subject to the WPWMA's approval of a written scope of work and approval of a cost proposal. In no event shall said Additional Services exceed the cost allocated in Exhibit B. Work on any Additional Services may not proceed until authorized in writing by the WPWMA Executive Director or designee. Any approved Additional Services and costs shall be appended to this Agreement and such work shall be subject to all the provisions of this Agreement.

Said Scope of Work may be amended only with the prior written approval of the Consultant and the WPWMA Executive Director or designee however, in no event shall such amendment create any additional liability to the WPWMA.

**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS**                      DATE: **SEPTEMBER 9, 2021**  
FROM: **KEN GREHM / ERIC ODDO**   
SUBJECT: **MEMORANDUM OF UNDERSTANDING BETWEEN WPWMA AND THE  
PLACER COUNTY AUDITOR CONTROLLER**

**RECOMMENDED ACTION:**

Authorize the Chair and the Executive Director or designee, upon review and approval by WPWMA Counsel, to sign a Memorandum of Understanding (MOU) with the Placer County Auditor Controller related to providing ongoing financial and accounting services for an annual cost of \$84,100.

**BACKGROUND:**

The Placer County Auditor Controller provides financial and accounting services to the WPWMA including, but not limited to: 1) general accounting services and use of the County's centralized accounting system, 2) processing and paying consultant and contractor payments, and 3) recording the WPWMA's annual budget to ensure revenues and payments are consistent with the approved annual budgets.

Historically, the WPWMA has paid for these services through its annual A-87 payment to Placer County. In late 2020, the Auditor-Controller notified the WPWMA that for special districts, joint powers authorities and other non-County local governmental agencies, the Auditor-Controller's office wished to establish MOUs with the applicable agencies to more accurately and transparently reflect the cost of the provided services. At the January 2021 meeting your Board approved the FY 2020/21 MOU between the Auditor and WPWMA.

Staff have confirmed that the costs paid via the proposed MOU will be reversed from the A-87 costs otherwise charged to the WPWMA. Staff recommend continuing this formalized relationship between the Placer County Auditor and WPWMA by entering into the attached MOU for FY 2021/22.

**ENVIRONMENTAL CLEARANCE:**

Approving the proposed MOU is exempt under Section 15061(b)(3) of the CEQA Guidelines. Staff has determined the action would not have a significant effect on the environment.

**FISCAL IMPACT:**

The annual cost associated with the proposed MOU would be deducted from the annual A-87 costs paid by the WPWMA. As a result, approval of the proposed MOU would have no additional financial impact on the WPWMA.

ATTACHMENT:    FY 2021/22 MOU



## COUNTY OF PLACER

### OFFICE OF AUDITOR-CONTROLLER

ANDREW C. SISK, CPA  
Auditor-Controller  
E-mail: [asisk@placer.ca.gov](mailto:asisk@placer.ca.gov)

NICOLE C. HOWARD, CPA  
Assistant Auditor-Controller  
E-mail: [nhoward@placer.ca.gov](mailto:nhoward@placer.ca.gov)

June 30, 2021

To the Board of Directors and Management  
Western Placer Waste Management Authority

The Auditor-Controller is pleased to confirm our understanding of the terms and costs of our services under this agreement for the 2021-2022 fiscal year.

#### A. Scope of Services

The Auditor-Controller will provide the following services to Western Placer Waste Management Authority ("Authority"):

1. **General Accounting** – includes use of County's centralized accounting system and recording of financial system entries submitted by the Authority. Transactions will be reviewed for authorization by appropriate Authority personnel prior to processing. This also includes compiling the Authority's financial information to report within the County's A-87 Cost Plan, if applicable.
2. **Accounts Payable** – includes processing payment claims by warrant, wire or ACH. Claims will be reviewed to validate authorized Authority signers have approved the payment prior to processing, recording and mailing payments. Any invoices submitted with payment claims will be scanned and archived for retention. Review of invoices for mathematical accuracy and appropriateness of expenditure is not part of the service agreement. Maintaining vendors and payments for purposes of 1099 reporting along with issuing 1099 forms for the calendar year, if applicable.
3. **Financial Statements/ State Controller Office's Reports** - includes compiling the applicable fiscal year(s)' financial information into financial statements and/or the State Controller Office's Report.
4. **Adopted Budget** – includes recording your Authority's adopted budget, ensuring expenditures do not exceed authorized budget and processing budget revisions.

#### B. Term

The term of this Agreement will commence on July 1, 2021 and end on June 30, 2022. Subject to written agreement of the parties, this agreement may be renewed annually.

#### C. Responsibilities of Auditor-Controller

The Auditor-Controller's responsibility under this Agreement is to perform the services enumerated above. The Auditor-Controller will not audit accounting entries, payment claims or budget transactions, nor will we validate the appropriateness of accounting transactions or claims for payment.

The Auditor-Controller's services are not designed to detect instances of fraud, noncompliance with laws

or regulations or significant errors; however, the Auditor-Controller will communicate to Authority any known and suspected fraud, noncompliance with laws or regulations or significant errors that come to their attention. Neither the County nor the Auditor-Controller will be held liable should any instances of fraud, noncompliance with laws or regulations or significant errors be subsequently discovered by either Authority or through a claim or lawsuit to Authority.

D. Responsibilities of Authority Management

Authority is responsible for (1) ensuring all transactions are submitted and/or approved by authorized staff, (2) reviewing all transactions prior to submittal to ensure appropriateness of the expenditure, compliance with laws or regulations and to check for significant errors and fraud, (3) retaining all source documents, and (4) providing all Authority Board authorized budgets and budget amendments. Authority is encouraged to routinely provide accounting reports and payment registers to its Board for review.

Authority agrees to inform County of significant noncompliance, fraud and/or errors immediately upon discovery.

For all services provided Authority management agrees to assume all management responsibilities; oversee the services by designating an individual who possesses suitable skill, knowledge, and/or experience to understand the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Authority agrees to hold the County and the Auditor-Controller harmless for any subsequent claims or lawsuits that may arise from the results of the services.

Annual Cost and Billing

The annual cost of services identified above is \$84,100. Your Authority will be billed by journal entry during the third quarter of the fiscal year for the entire annual costs. A copy of the journal entry will be provided to your Authority.

Agreement

The Auditor-Controller appreciates the opportunity to be of service to you and believes this letter accurately summarizes the significant terms of your agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements. Please execute this document and return the original version to my office at your earliest convenience.

Sincerely,

Andrew C. Sisk, CPA  
Auditor-Controller

We, the undersigned, have read and agree to the terms of this Agreement. We represent we have the authority to execute this Agreement on behalf of the Authority.

Authorized Signature Director: \_\_\_\_\_ Dated: \_\_\_\_\_

Authorized Signature Board Chair: \_\_\_\_\_ Dated: \_\_\_\_\_

Authority Name: \_\_\_\_\_

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**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS**                      DATE: **SEPTEMBER 9, 2021**  
FROM: **KEN GREHM**  
SUBJECT: **MASTER SERVICES AGREEMENT WITH CSUS AND CCIE**

**RECOMMENDED ACTION:**

Authorize the Chair to sign a Master Services Agreement (MSA) with California State University, Sacramento (CSUS) and the Carlsen Center for Innovation and Entrepreneurship (CCIE) to assist with attracting, assisting and mentoring businesses that intend to beneficially utilize recyclable materials recovered at the WPWMA's facility.

**BACKGROUND:**

In March 2020, Janet Goodrich of Jacobs Engineering and Cheryl Beninga of Beninga Advisors facilitated an introduction and initial meeting between representatives of CSUS, CCIE and the WPWMA to explore partnering opportunities similar to the relationship between the City of Phoenix and Arizona State University.

In successive discussions, CSUS, CCIE and WPWMA staff identified an intersection of interests where CCIE could help identify and foster regional entrepreneurship focused on sustainability, CSUS could provide research and development support using students and faculty, and WPWMA could provide a location and access to recyclable material streams to entities with innovative concepts to develop marketable products. This proposed partnership has the potential to accelerate the identification and siting of compatible manufacturing and technologies near the WPWMA's facility which would serve to create new jobs and improve recyclable material market conditions.

Over the course of several discussions, the parties agreed establishing an MSA would be an appropriate first step in formalizing the relationship and expectations of all parties. Once the MSA is adopted by each entity, specific projects with defined scopes of work and budgets will be developed and presented to your Board for approval.

This item was originally presented to your Board at the June 17, 2001 meeting where your Board approved the MSA with some exceptions. Staff will provide a summary of discussions with CSUS/CCIE regarding the proposed revisions at the meeting; staff recommends your Board approve the MSA as attached.

**ENVIRONMENTAL CLEARANCE:**

Entering into the recommended MSA, along with any subsequent research and business assistance efforts by CCIE and CSUS, 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, are strictly for information gathering purposes, or are part of a study leading to an action which a public entity has not yet approved, adopted or funded.

**FISCAL IMPACT:**

There is no fiscal impact associated with entering into the recommended MSA.

ATTACHMENT: MASTER SERVICES AGREEMENT

# MASTER AGREEMENT

AGREEMENT NUMBER  
MA200332

THIS MASTER AGREEMENT, made and entered into by and between the Trustees of the California State University, which is the State of California acting in a higher education capacity, through its duly appointed and acting officer on behalf of California State University, Sacramento hereinafter called the University for the Carlsen Center for Innovation and Entrepreneurship (CCIE) and the Western Placer Waste Management Authority, hereinafter called WPWMA.

WITNESSETH: That the University for and in consideration of the covenants, conditions, agreements and stipulations of this agreement does hereby agree to furnish services as follows:

University, through the CCIE hereby agrees to provide WPWMA services to attract, assist, and mentor businesses associated with the solid waste industry and specifically reuse of various forms of municipal solid waste recovered by the WPWMA at its Material Recovery Facility.

The term of service shall commence on the date of final execution and continue for a period of five (5) years. Each individual Work Order will have its own commencement and end date as stipulated within the Work Order

WPWMA agrees to pay the University an amount to be identified in individual work orders placed against this Master Agreement for the services performed. Payment shall be made monthly in arrears of service upon receipt of invoice from the University. There is no compensation associated with the Master Agreement.

No consideration has been or shall be paid directly or indirectly to any officer or employee of the University as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or as consultant in connection with this Agreement.

The following documents are hereby incorporated and made part of this agreement:

- Exhibit A: Specification of Services, consisting of two (2) pages;
- Exhibit B: General Provisions, consisting of four (4) pages;
- Exhibit C: Sample Work Order, consisting of one (1) page;

Any provisions or attachments not specifically referenced herein shall be excluded from this agreement.

University shall have no liability except as specifically set forth in this Agreement.

Questions or information concerning this agreement should be addressed to Suzanne Swartz, Contract Management Specialist, 916-278-5797, swartzsd@csus.edu.

Nothing herein contained shall preclude advance payment pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the Government Code.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto, upon the date first above written.

UNIVERSITY		WPWMA	
California State University, Sacramento			
BY (AUTHORIZED SIGNATURE):	DATE	BY (AUTHORIZED SIGNATURE):	DATE
PRINTED NAME AND TITLE OF PERSON SIGNING Suzanne Swartz, Contract Management Specialist		PRINTED NAME AND TITLE OF PERSON SIGNING	
DEPARTMENT Procurement and Contract Services		ADDRESS:	



## **Exhibit A**

### **SPECIFICATION OF SERVICES**

#### **Background**

WPWMA has State of California regulatory requirements and goals to maximize diversion of the solid waste stream in order to extend the life span of its Western Regional Sanitary Landfill (WRSL), promote sustainable environmental practices associated with solid waste disposal and provide the most cost-effective services to their customers and WPWMA has identified excess portions of its lands adjacent to the WRSL that could be made available for private enterprise.

WPWMA has an interest in assisting existing and new private enterprises that utilize portions of the WPWMA waste stream to produce commercially viable products and/or services, possibly on-site and WPWMA views support of specific research that will enhance WPWMA's solid waste diversion, improve current reuse/recycling processes or provide better environmental sustainability for waste disposed at the WRSL.

CCIE's Mission is to be a regional hub for entrepreneurial education and support to start-up businesses; and California State University, Sacramento has world class faculty performing research in a wide variety of areas, including those that may benefit WPWMA and its customers.

#### **Scope of Services**

On an as needed basis WPWMA and CCIE may enter into individual scopes of work ("Work Order") to provide services typically, but not limited to, the purpose of:

1. Attracting, assisting or mentoring businesses that utilize WPWMA's waste stream as a source of raw materials for beneficial use; or
2. Sponsoring or partnering in research and evaluation of technologies that WPWMA finds may develop new ways to utilize its waste stream, divert materials from the WRSL for beneficial use or minimize impacts associated with solid waste operations.

The Work Order will include a description of the services to be performed broken down by task, deliverables, cost per task and a schedule for completion of the Work Order.

At a minimum WPWMA and CCIE will meet twice a year to discuss possible partnership opportunities that could become a Work Order.

#### **Principal Contacts**

The following shall be principal contacts for each organization

##### **WPWMA**

Ken Grehm, Executive Director  
3033 Fiddymont Road  
Roseville, CA 95747  
[kgrehm@placer.ca.gov](mailto:kgrehm@placer.ca.gov)

##### **CCIE**

Cameron Law, Executive Director  
6000 J Street, MS 6091  
Sacramento, CA 95819  
[c.law@csus.edu](mailto:c.law@csus.edu)

### **Compensation**

Compensation for each Work Order will be as outlined within each approved Work Order. No more than 90% of the maximum compensation under a work order shall be paid prior to the satisfactory completion of the Work Order.

WPWMA shall make final payment for all services associated with a Work Order within 60 days after CCIE has provided any deliverables as required by the Work Order.

## **Exhibit "B"**

### **GENERAL PROVISIONS**

#### **1. GOVERNING LAW**

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

#### **2. ENDORSEMENT**

Nothing contained in this Agreement shall be construed as conferring on any party hereto, any right to use the other party's name, trademark, or logo as an endorsement of service or to advertise, promote or otherwise market any product or service without the prior written consent of the other party. Furthermore, nothing in this Agreement shall be construed as endorsement of any commercial product or service by the University its officers or employees.

#### **3. NON-DISCRIMINATION POLICY**

During the performance of this Contract, neither party shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition, age, marital status, and denial of family care leave. Both parties shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

#### **4. INDEMNIFICATION**

WPWMA shall defend, indemnify, and hold Sacramento State its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of WPWMA its officers, employees or agents.

#### **5. DEPOSIT OF REVENUES IN APPROPRIATE UNIVERSITY ACCOUNTS**

All monies received by the University, its divisions, departments, and centers as a result of the execution of this agreement shall be deposited in an appropriate University account.

#### **6. INSURANCE REQUIREMENTS**

Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required of either party under this agreement.

#### **7. ASSUMPTION OF RISK / ADDITIONAL EXPENDITURES**

Any entity which is a party to this agreement with the University, shall assume the risk of personal injury and property damage attributable to the willful acts, omissions or negligence of that entity, its officers, employees and agents. In the event that the entity is required to obtain any permit, license or authorization as a prerequisite to performing its obligations under this agreement, those costs shall be borne by the entity required to obtain the permit, license or authorization.

#### **8. AMENDMENTS**

This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by both parties.



## **9. TERMINATION AND STOP WORK**

Either party may terminate for convenience this Agreement or any individual Work Order by giving the other party at least thirty (30) days' written notice before the effective date of termination. Termination of this Agreement shall not affect the rights and obligations of the parties, which shall have accrued prior to termination.

In the event this Agreement is terminated by WPWMA, WPWMA shall remain responsible for payment to CCIE for all work performed through the date of termination. Upon termination of this Agreement, the Parties shall determine the ownership and control of the information compiled and deliverables prepared during the term of the Agreement and any outstanding Work Order.

WPWMA may, by written notice, direct CCIE to suspend work on any Work Order. Upon receipt of the notice, CCIE shall take all reasonable steps to minimize the incurrence of costs allocable to the Work Order. Upon conclusion of the work stop period WPWMA and CCIE will meet to discuss the potential impacts to the Work Order and make any necessary adjustments to scope, cost or schedule.

## **10. FORCE MAJEURE**

No fault, delay or failure to perform on the part of the internal or external entity that is party to this Agreement shall be considered a default, delay or failure to perform is otherwise chargeable, if such a default, delay or failure to perform is due to causes beyond either party's reasonable control.

## **11. ASSIGNMENTS**

Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

## **12. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

## **13. SEVERABILITY**

In the event that any provision of this agreement shall be held invalid by a court or administrative law judge, such holding shall not invalidate or render unenforceable any other provisions thereof. However, should such a breach go to the whole contract, then the entire contract is deemed unenforceable.

## **14. CAPTIONS**

Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

## **15. USE OF UNIVERSITY FACILITIES**

Use of University facilities by WPWMA is not authorized only as part of this agreement.

## **16. INDEPENDENT STATUS**

It is understood and agreed that the parties to this Agreement are independent contractors and that no relationship of employer-employee exists between the parties hereto.

## **17. USE OF LOGO OR MARKS**

Neither party to this agreement shall use or permit to be used the name, symbols, service marks, trademarks, and/or logos of the other party without prior written consent.

## **18. EXAMINATION AND AUDIT**

For agreements in excess of \$10,000, WPWMA shall be subject to the examination and audit by:

- (a) the Office of the University Auditor, and
  - (b) the California State Auditor, for a period of three (3) years after final payment under the Contract.
- The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the Contract. Note: Authority Cited: Government Code Section 8546.7; Education Code Section 89045 (c&d), respectively.

## **19. COMPLIANCE WITH NLRB ORDERS**

WPWMA declares under penalty of perjury under the laws of the State of California that no more than one final, unappeasable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court to comply with an order of the National Labor Relations Board. Note: Cite Authority: PCC 10296

## **20. DRUG-FREE WORKPLACE CERTIFICATION**

Both parties certify that they shall comply with the requirements of the Drug-Free Workplace Act of 1990 and shall provide a drug-free workplace.

## **21. EXPATRIATE CORPORATIONS**

WPWMA declares and certifies that it is not an expatriate corporation, and is not precluded from contracting with the University by The California Taxpayer and Shareholder Protection Act of 2003, Public Contract Code Section 10286, et seq.

## **22. NOTICES**

All Notices, demands or communications to this Agreement shall be sent to the following:

### **WPWMA**

WPWMA Executive Director  
3033 Fiddymont Road  
Roseville, CAA 95747

### **UNIVERSITY**

Contract Management Specialist  
Procurement and Contract Services  
6000 J Street, MS 6008  
Sacramento, Ca 95819

### **CCIE**

CCIE Executive Director  
6000 J Street, MS 6091  
Sacramento, CA 95819

### **23. PROPRIETARY AND CONFIDENTIAL INFORMATION**

WPWMA and CCIE may choose, from time to time, in connection with a Work Order, to disclose proprietary or confidential information to each other (Confidential Information). All such disclosures must be in writing and marked as "Confidential Information". The Parties will use reasonable efforts to prevent the disclosure to unauthorized third parties to the extent allowed by law.

### **24. DEVELOPED INTELLECTUAL PROPERTY**

If any Intellectual Property is developed under this agreement, whether by one party on its own or jointly-developed by both parties, the parties shall cooperate to execute a separate agreement regarding the ownership of and any licenses regarding that newly-developed Intellectual Property. Intellectual Property shall mean any proprietary and or Patentable Materials, Copyrights, Trademarks, Software, algorithms, art and creative endeavors, Research Data, and Trade Secrets, whether or not formal protection is sought. It is understood that any Intellectual Property developed by an employee of the University or CCIE under this agreement or a resulting Work Order shall belong exclusively to the University.

### **25. ENTIRE AGREEMENT**

This Agreement including future Work Orders constitutes the entire agreement between the parties and fully supersedes any and all prior agreements or understandings, written or oral, between the parties pertaining to the subject matter hereof.



**EXHIBIT C  
SAMPLE WORK ORDER  
Agreement #MA200332  
Between WPWMA and Carlsen Center, Sacramento State  
Work Order # \_\_\_\_\_**

This Work Order reflects the services to be provided by CCIE to WPWMA under the Master Agreement #MA200332

**A. DESCRIPTION OF SERVICES**

The CCIE will provide WPWMA with support in developing and executing programs as well as resources aimed at attracting, retaining, and growing companies/technologies that use feed stock provided by WPWMA to develop products.

The programs and resources that could be developed are:

- Mentor network supporting companies/technologies in growing and business
- Accelerator to attract companies to the region to test and scale technologies to achieve waste reduction
- Research collaboration with University partners
- Fellowship/internship program
- Hack-a-thon for new idea generation and business/technology innovation
- Educational speaker series on circular economy and how waste can be utilized to develop products
- Pitch Competition for Circular economy attracting pilot projects to WPWMA

**B. PERIOD OF PERFORMANCE**

The period of performance is 12 months. The duration of 12 months provides both parties the runway to develop, execute, and review program and resource performance. All services must be completed by the end term of the master agreement.

**C. FIRM FIXED PRICE OF WORK ORDER**

\$20,000 – Executive Director and Center Director in Residence and CCIE In-direct costs

**D. DELIVERABLES**

- 1.1 Build plan and framework for attracting pilot technologies
- 1.2 Attraction of 15+ Companies/Technologies
- 1.3 Secure 2 to 3 pilot technologies at facility

**Approvals as to Scope:**

**WPWMA:**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**CCIE:**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_


**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS**  
FROM: **KEN GREHM / ERIC ODDO**   
SUBJECT: **MRF PROCUREMENT MILESTONES**

DATE: **SEPTEMBER 9, 2021**

**RECOMMENDED ACTION:**

Staff recommend your Board take the following actions related to the ongoing Materials Recovery Facility (MRF) operations procurement process:

1. Authorize the Executive Director of designee to initiate preliminary discussions with the Placer County Treasurer and enter into a professional services agreement with a firm specializing in public debt planning and issuance to assist with the potential issuance of revenue bonds to finance expansion and modification of the MRF, up to a maximum limit of \$100,000.
2. Authorize staff to initiate discussions with the Member and non-Member Agencies regarding possible material flow control agreements with the WPWMA for the purposes of guaranteeing sufficient tipping fee revenue is available to support public or private financing of expansion and modification to the MRF.
3. Authorize the Executive Director of designee to enter into one or more agreements with outside legal counsel to assist in finalizing and negotiating the MRF Operating Agreement, up to a combined maximum limit of \$100,000.

**BACKGROUND:**

At the April 8, 2021 meeting, your Board identified GreenWaste of Placer County (GWP) and FCC Environmental Services (FCC) as the “finalists” in the MRF procurement process. As finalists, both GWP and FCC committed to further develop their conceptual (10%) MRF expansion and modification designs to a 30% level for the WPWMA’s further evaluation and consideration. Following further evaluation of each of the firms and their design submissions, staff intend to return to your Board at its scheduled December 8, 2021 meeting with an award recommendation.

Based on GWP’s and FCC’s initial proposal submissions, staff anticipate that the necessary MRF facility upgrades could cost between \$80 and \$115 million, although this range is subject to change based on refinements made by each firm as part of their 30% design efforts. As this anticipated level of necessary investment exceeds the WPWMA’s current discretionary reserve fund balances, financing of the improvements will be necessary. As such, the WPWMA would need to issue public revenue bonds to finance the improvements. However, in preliminary discussions with both GWP and FCC, there may be the potential for the facility operator to finance the improvements.

To help the WPWMA better understand and evaluate potential financing methods, including the option for the next facility operator to finance the improvements, staff believe it is prudent to initiate discussions with the Placer County Treasurer and to

contract with a firm that specializes in assisting public agencies with planning for and obtaining debt financing to evaluate and provide opinions on the following key issues:

- WPWMA's estimated bonding capacity and current credit rating.
- General bond terms including bond duration (term), adjustable and fixed interest rate options, bond security requirements, potential bond covenants, etc.
- Estimate of debt service and bond issuance costs.

Staff further recommend that the resulting contract provide sufficient scope and budget flexibility to allow for any data collection and analysis efforts that would be necessary should the WPWMA proceed with securing public financing.

Additionally, based on the necessity to guarantee sufficient revenues by establishing flow control the last time the WPWMA issued revenue bonds in 1994, staff anticipate similar revenue guarantee mechanisms will be required to support the financing of the anticipated improvements to the MRF. Although informal discussions regarding flow control have been held between Member Agency staff as part of the MRF procurement process, staff recommend your Board authorize more formalized discussions between the WPWMA and the Member Agencies. For reference, the following provides a current summary of the relative contribution to overall WPWMA tipping fee revenue by jurisdiction:

Jurisdiction	Relative Tipping Fee Contribution (FY 2020/21) <sup>1</sup>
Roseville	37.19%
Placer County	25.99%
Rocklin	14.49%
Lincoln	12.35%
Auburn	4.13%
Out of County <sup>2</sup>	2.64%
Loomis	2.62%
Colfax	0.59%
Total	100.00%

Finally, to ensure the future MRF operating agreement adequately addresses compliance with SB 1383 and other operating issues of importance to the WPWMA, staff recommend hiring outside legal counsel to assist in finalizing the MRF operating agreement<sup>3</sup> and in subsequent negotiations with the selected firm. To allow for these efforts to begin as soon as practical, staff recommend your Board delegate authority to

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<sup>1</sup> Based on all loads subject to a tipping delivered to the WPWMA's facility in FY 2020/21; load origins as reported by customers and not necessarily verified by WPWMA.

<sup>2</sup> Includes loads received from the Thunder Valley Casino Resort.

<sup>3</sup> For the purposes of the RFP, the current MRF operating agreement was provided to the proposing firms and is intended to serve as the basis for the future agreement.

the Executive Director or designee to execute an agreement with a suitably qualified legal firm identified and vetted by WPWMA Counsel.

**ENVIRONMENTAL CLEARANCE:**

The recommended actions are exempt under Section 15061(b)(3) of the CEQA Guidelines. Staff has determined the action would not have a significant effect on the environment.

**FISCAL IMPACT:**

As noted above, staff recommend your Board delegate authority to the Executive Director or designee to enter into multiple contracts valued at a maximum combined value of \$200,000. Sufficient funding exists in the FY 2021-22 Preliminary Budget to cover these costs.