



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

MEETING OF THE BOARD OF DIRECTORS AGENDA

July 21, 2022 6:00 PM

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

The WPWMA Board of Directors July 21, 2022 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/95309259631>

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

1. Call Meeting to Order
2. Pledge of Allegiance (Director 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) ---
7. Consent Agenda
 - a. Minutes of the Board Meeting held June 29, 2022 Pg. 7
Approve as submitted.

- b. Second Amendment to the Agreement with Magma Creative for Public Engagement and Public Information Officer Services (Stephanie Ulmer) Pg. 9

Authorize the Chair to sign the Second Amendment with Magma Creative, Inc. to provide professional public engagement services related to the WPWMA's facilities and Waste Action Plan for an amount not to exceed \$225,000, increasing the total not-to-exceed amount of the Agreement to \$427,300.
- c. First Amendment to the Agreement with EcoHero Show for School Outreach Services (Stephanie Ulmer) Pg. 17

Authorize the Chair to sign the First Amendment with EcoHero Show, LLC to provide professional services related to the WPWMA's public outreach, education and engagement program for an amount not to exceed \$50,000, increasing the total not-to-exceed amount of the Agreement to \$116,000.
- d. Third Amendment to the Agreement with Quality Scales Unlimited for Commercial Truck Scale Repair and Maintenance (Will Scheffler) Pg. 23

Authorize the Executive Director or designee, upon review and approval by WPWMA Counsel, to sign the Third Amendment to the Agreement with Quality Scales Unlimited for commercial truck scale repair and maintenance, for an amount not-to-exceed \$70,000, increasing the total not-to-exceed cost of the Agreement to \$311,110.
- e. Soil Acceptance Policy (Keith Schmidt) Pg. 29

Adopt Policy 22-05 associated with the acceptance criteria for soil.
- f. Assignment of MRF and Landfill Operating Agreements and MRF Design-Build Agreement (Eric Oddo) Pg. 35

Authorize the Chair to execute the following amendments associated with FCC's establishing FCC Environmental Services California as a wholly owned subsidiary of FCC Environmental Services, LLC.

 1. The First Amendment to the Landfill Operating Agreement with FCC Environmental Services, LLC assigning its obligations to the subsidiary; and
 2. The Second Amendment to the MRF Operating Agreement with FCC Environmental Services, LLC assigning its obligations to the subsidiary; and
 3. The First Amendment to the Agreement for Design-Build Services with FCC Environmental Services, LLC assigning its obligations to the subsidiary.
- g. Equipment Loan and Indemnification Agreement (Will Scheffler) Pg. 51

Ratify the Equipment Loan and Indemnification Agreement between FCC and WPWMA executed by the Executive Director that allows FCC to utilize WPWMA-owned vehicles while performing services in accordance with the MRF Operating Agreement.

- h. Designation of the WPWMA Secretary (Ken Grehm) Pg. 57
Adopt Resolution 22-04 which designates the WPWMA Program Manager as the WPWMA Secretary.
- 8. Action Items
 - a. Debt Management and Disclosure Policy (Eric Oddo) Pg. 61
 - 1. Adopt Resolution 22-05 which serves to formally adopt a WPWMA-specific debt management and disclosure policy; and
 - 2. Receive training on Securities and Exchange Commission Disclosure Requirements and Obligations from Bond/Disclosure Counsel.
 - b. Sale of WPWMA Vehicles to FCC (Will Scheffler) Pg. 73
Approve the sale of fifteen WPWMA owned vehicles to FCC Environmental Services for a total of \$1,130,560.
 - c. First Amendment to the Solid Waste Flow Commitment Agreement with the City of Roseville (Ken Grehm) Pg. 75
Authorize the Chair to sign the First Amendment to the Agreement for Delivery of Solid Waste between the City of Roseville and the WPWMA that commits delivery of all solid waste generated within the jurisdictional boundaries of the City of Roseville for a period of three years.
 - d. WPWMA Technical Advisory Group Charter (Ken Grehm) Pg. 81
Approve the charter for the WPWMA's Technical Advisory Group.
- 9. Timed Items
6:05 P.M.
 - a. Tipping Fee Increases for FY 2022/23, FY 2023/24 and FY 2024/25 (Eric Oddo) Pg. 85
After conducting a public hearing:
 - 1. Adopt Resolution 22-06 that increases tipping fees effective January 1, 2023, July 1, 2023, and July 1, 2024; and
 - 2. Find this action exempt from CEQA pursuant to Section 21080(b)(8) of the Public Resources Code.
- 10. Upcoming Agenda Items
Identification of any items the Board would like staff to address at a future meeting.
- 11. Adjournment

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

Year-to-Date
May 2022

	Year to Date			Variance	Notes
	Annual Budget	Budget	Actuals		
Revenue					
42010:Investment Income	109,229	100,127	72,174	(27,953)	Overestimated rate of return
42030:Rents and Concessions	412,477	378,104	467,484	89,380	Energy 2001 royalties exceeding budgeted amounts.
46240:Sanitation Services - Other	33,018	30,096	31,138	1,042	Quantity of waste tonnages received at facility exceeding budgeted projections
46250:Solid Waste Disposal	42,514,953	38,828,256	40,583,289	1,755,033	Quantity of waste tonnages received at facility exceeding budgeted projections
46430:Insurance	-	-	144,129	144,129	Represents first MRF fire claim payout
48030:Miscellaneous	7,500	6,875	144,411	137,536	Variance related to recyclable revenue sharing payment from Nortech, sale of excess soils and State oil grant funds
Total Revenue	43,077,177	39,343,457	41,442,625	2,099,167	
Expenses					
Capital Assets:					
54430:Buildings and Improvements	1,134,651	1,134,651	1,134,651	-	- Actual incurred costs associated with engineering component of FCC equipment downpayment
54450:Equipment	29,250,349	29,569,033	29,187,189	381,844	Actual incurred costs associated with engineering component of FCC equipment downpayment
54470:Infrastructure	2,025,000	1,670,902	-	1,670,902	Projects not initiated yet.
54480:Land Improvements	8,048,140	2,648,140	1,258,137	1,390,003	Costs related to compost pond project only - project temporarily halted due to weather conditions.
Operating Expenses:					
51010:Wages and Salaries	2,187,698	2,005,389	1,766,683	238,707	Approximately \$242,343 allocated for positions not filled.
52030:Clothing and Personal	3,500	3,208	1,299	1,909	
52040:Communication Services Expense	35,000	32,083	15,414	16,669	Partial SCADA related fees have been billed and paid - remainder expected before end of FY.
52050:Food	1,500	1,375	1,186	189	
52060:Household Expense	3,000	2,750	470	2,280	
52080:Insurance	212,000	194,333	219,014	(24,681)	Includes an unexpected and unbudgeted charge of \$30,110.25 from Placer County. Working with the County to resolve.
52140:Parts	1,500	1,375	203	1,172	
52160:Maintenance	32,746	30,017	22,719	7,298	Includes annual payment for drone deploy software. Other costs incurred monthly or quarterly.
52161:Maintenance - Building	25,000	18,750	21,138	(2,388)	Annual building maintenance costs higher than budgeted or previous year's amounts
52170:Fuels & Lubricants	300	275	1,912	(1,637)	WPWMA now direct billed for vehicle fuel - previously built into County hourly labor rates as overhead.
52180:Materials - Buildings & Improvements	300	275	95	180	
52240:Professional / Membership Dues	2,600	2,600	3,371	(771)	
52250:Services and Supplies	200	183	480	(297)	
52260:Misc Expense	2,000	1,833	920	913	Per Placer County Auditor, costs should no longer be billed to this account.
52320:Printing	8,000	7,333	23,061	(15,728)	Includes \$14,368.38 in overhead costs previously built into County hourly labor rates as overhead.
52330:Other Supplies	25,000	22,917	16,217	6,699	
52340:Postage	3,500	3,208	3,420	(211)	
52360:Prof. & Special Svcs - General	4,730,305	4,336,112	1,706,151	2,629,962	Anticipated costs not yet realized due to phased nature of projects and resulting consultant services
52370:Professional and Special Services - Legal	75,000	68,750	126,187	(57,437)	Greater ongoing use of legal counsel than included in the Final Budget.
52380:Prof. & Special Svcs - Tech., Eng. & Env.					
SC3140:Building Maintenance Installation and Repair Services					
SC3180:MRF Operations	5,000	4,583	-	4,583	No building repairs necessary at this point in the year.
SC3190:Landfill Operations	19,397,601	16,282,942	16,931,149	(648,207)	Higher costs due to quantity of waste tonnages received at facility exceeding budgeted projections
SC3320:Environmental and Ecological Services	2,764,327	2,533,966	2,065,284	468,682	Includes \$160,000 in reverse accruals.
SC3322:Hazardous Waste	1,000,000	916,667	369,955	546,712	Labor charges for Auburn staff conducting WPWMA business.
52390:Prof. & Special Svcs - County	110,000	110,000	-	110,000	Cost for Auburn HHW not yet realized.
52400:Prof. & Special Svcs - IT	126,000	115,500	149,927	(34,427)	Reflects monthly LEA charges, annual payment of \$84,100 to Auditor and \$45,225 in unanticipated facility repair costs
52440:Rents and Leases - Equipment	40,000	36,667	16,263	20,404	Monthly IT charges less than budgeted amount.
52450:Rents and Leases - Buildings & Improvements	100	92	-	92	
52460:Small Tools & Instruments	100	92	-	92	
52480:PC Acquisition	1,000	917	619	298	
52510:Commissioner's Fees	12,500	12,500	-	12,500	Budgeted cost associated with a dedicated AutoCAD server. Have not procured yet.
52540:Signing & Safety Material	6,000	5,500	4,700	800	Did not hold the 8/21 or 2/22 meetings; one director absent at October meeting. Two additional "special" meetings in April
52570:Advertising	10,000	9,167	48	9,118	Majority of budget for new facility signage with change in facility operators; cost not yet incurred.
52580:Special Department Expense	30,000	27,500	15,071	12,429	Actual advertising costs lower than budgeted.
52750:Training / Education	14,060	12,888	4,075	8,813	Budgeted for office equipment for additional staff - staff not yet hired, office equipment not required yet.
52790:Transportation and Travel	10,000	7,500	3,472	4,028	Training expenses not realized yet.
52800:Utilities	50,000	45,833	41,744	4,089	
52810:Operating Materials	300,000	275,000	120,001	154,999	Annual costs factored into YTD budget amount but not billed or realized yet.
53190:Taxes and Assessments	-	561,977	-	-	
53250:Contributions to Other Agencies	749,302	266,553	457,820	104,156	Several annual permit operating fee expenditures not yet realized or billed
53390:Transfer Out A-87 Costs	266,553	229,167	45,369	3,683	
55510:Operating Transfer Out	250,000	229,167	45,369	183,798	Full annual A-87 payment made, lower than expected due to direct charges from County departments to WPWMA
59000:Appropriation for Contingencies	-	-	-	-	
Total Expenses	71,815,180	62,075,853	54,863,633	7,212,221	
Net Income	(28,738,003)	(22,732,396)	(13,421,008)	9,311,388	

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WESTERN PLACER WASTE MANAGEMENT AUTHORITY

Minutes of June 29, 2022

The meeting of the Western Placer Waste Management Authority Board of Directors was called to order at 5:03 PM by Chairman Karleskint in the WPWMA Administration Building at the Materials Recovery Facility.

Directors Present:

Dan Karleskint
Robert Weygandt
Pauline Roccucci
Bonnie Gore
Bill Halldin

Staff Present:

Ken Grehm
Eric Oddo
Maggie Tides
Heather Wilden
Becky Correa (virtual)

1. Call Meeting to Order: Chairman Karleskint called the meeting to order at 5:03 PM.
2. Pledge of Allegiance: Director Halldin led the Pledge of Allegiance.
3. Roll Call: All Directors were present.
4. Statement of Meeting Procedures: Heather Wilden read the procedures for in-person and virtual meeting participation.
5. Public Comment: No one from the public addressed the Board in-person or virtually.
6. Announcements & Information:
 - a. Reports from Directors: None.
 - b. Report from the Executive Director: Ken Grehm informed the Board that the WPWMA was approached by representatives from Sierra College who would like to explore a proposal to build a public safety training facility at the south end of the WPWMA's expansion property. Ken answered questions from the Board.

Eric Oddo explained that staff have met weekly in preparation of the transition from Nortech to FCC effective Friday, July 1, 2022. Eric explained that FCC has retained about 90% of existing Nortech staff which should make for a smoother transition. Eric also noted that Nortech has removed all waste from the MRF tipping floor and the compost has been removed to provide FCC with a clean slate on day one. There were no questions from the Board.
 - c. Facility Improvements Financing Update: Eric Oddo provided an update of the financial model developed to provide insight into future tipping fee structures based on various financing and operating scenarios. Ken Grehm, Eric Oddo, Ken Dieker of Del Rio Advisers Engagement, and Raul Amezcua of Ramirez & Co., Inc answered questions from the Board.

7. Action Items:

a. Minutes of the Board Meeting held June 9, 2022:

Staff recommended approving as submitted.

MOTION TO APPROVE:

Roccucci/Weygandt

ROLL CALL VOTE:

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

Vote: 5 In Favor, 0 Opposed – Motion Passed

b. Change Order 5 for the North Compost Pond Improvements Construction:

Staff recommended authorizing the Executive Director or designee, upon review and approval by WPWMA Counsel, to sign Change Order 5 for the North Compost Leachate Pond Improvements Construction Contract with R.J. Gordon Construction, Inc., authorizing an additional \$280,669 in construction services, increasing the total not to exceed cost of the Contract to \$2,605,243.

Eric Oddo summarized the report. There were no questions from the Board.

MOTION TO APPROVE:

Gore/Weygandt

ROLL CALL VOTE:

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

Vote: 5 In Favor, 0 Opposed – Motion Passed

9. Upcoming Agenda Items: The Board requested an update on the EIR.

10. Adjournment: Meeting was adjourned at 6:25 PM.

Respectfully Submitted,



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

**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **JULY 21, 2022**
FROM: **KEN GREHM / STEPHANIE ULMER** *SM*
SUBJECT: **SECOND AMENDMENT TO THE AGREEMENT WITH MAGMA
CREATIVE FOR PUBLIC ENGAGEMENT AND PUBLIC INFORMATION
OFFICER SERVICES**

RECOMMENDED ACTION:

Authorize the Chair to sign the Second Amendment with Magma Creative, Inc. (Magma) to provide professional public engagement services related to the WPWMA's facilities and Waste Action Plan for an amount not to exceed \$225,000, increasing the total not-to-exceed amount of the Agreement to \$427,300.

BACKGROUND:

In June 2020, your Board approved an agreement with Magma to conduct Public Information Officer (PIO) related services and provide continued public engagement related to the WPWMA's Waste Action Plan. In June 2021, your Board approved the First Amendment to the Magma Agreement to continue providing these important public outreach services.

In an effort to reduce costs and in anticipation of the WPWMA's in-house Public Information Assistant (PIA) starting on August 15, staff recommends not extending the agreement with JPW for regional outreach services and shifting oil grant and regional outreach campaign management to Magma. Costs are also being saved by reducing the WPWMA's FY 2022/23 contribution to regional outreach efforts from \$50,000 to \$25,000. The new PIA position will ultimately allow the WPWMA to internalize a portion of the duties currently performed by the WPWMA's outreach consultants to realize further cost savings.

Magma will support the Placer County Regional Recycling Group's oil filter exchange events, WPWMA and Placer Recycles social media and website management, advertising buys, graphic design, and a host of other services relied upon by the WPWMA and Member Agencies.

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

ENVIRONMENTAL CLEARANCE:

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

FISCAL IMPACT:

The cost of providing the proposed services is \$225,000. Funding for the Second Amendment is included in Account 52360 of the FY 2022/23 Preliminary Budget.

ATTACHMENT: SECOND AMENDMENT

ADMINISTRATING AGENCY: Western Placer Waste Management Authority
AGREEMENT NO.: 102961
DESCRIPTION: Second Amendment to the Public Information Officer Services Agreement

This SECOND Amendment is made to be effective as of, from and after the day of _____ 2022, and between the **Western Placer Waste Management Authority**, a Joint Powers Authority (hereinafter referred to as the "WPWMA"), and **Magma Creative, Inc.**, an S-Corporation (hereinafter referred to as the "Consultant").

RECITALS

1. The WPWMA and Consultant have entered into that certain "Public Information Officer Services Agreement" as of August 18, 2020 which was previously amended by the First Amendment as of June 17, 2021 (hereinafter referred to as the "Agreement").
2. Consultant provides comprehensive public engagement management including activities in support of the WPWMA's Renewable Placer Waste Action Plan.
3. In recognition of the importance of these services and the value in maintaining consistency and reliability, the WPWMA proposed, and Consultant agreed, to extend the term of the existing Agreement for an additional one-year period for a cost not to exceed Two Hundred Twenty-Five Thousand Dollars (\$225,000).
4. The WPWMA and Consultant acknowledge that, by extending the Agreement for an additional one-year period, the total cost of the Agreement shall increase to Four Hundred Twenty-Seven Thousand Three Hundred Dollars (\$427,300).
5. The WPWMA and Consultant desire to amend the Agreement to reflect the revised understanding between the parties as set forth below. All references in this Second Amendment to a Section, to an Appendix, or to an Exhibit shall refer to that Section or Exhibit of the Agreement, and all terms defined in the Agreement shall have the same meaning herein.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The last sentence in item 2. **Payment**, shall be replaced with the following sentence:
"The total amount payable for all services provided under this Agreement shall not exceed Four Hundred Twenty-Seven Thousand Three Hundred Dollars (\$427,300) without the prior written approval of the WPWMA."
2. Task 2 of Exhibit A, Scope of Services, shall be amended to add the following services, which shall read as follows:
"Consultant shall produce and post two (2) Reels per month for the WPWMA's social media outlets."
3. The Public Meetings section of Task 3 of Exhibit A, Scope of Services, shall be amended to revise the number of public meetings attended by Consultant and shall read as follows:
"**Public Meetings** – Consultant shall prepare for and attend up to three (3) public meetings."

4. Exhibit A, Scope of Services, shall be amended to add the following new Task 8 which shall read in its entirety as follows:

“TASK 8 – WEBSITE DEVELOPMENT AND SUPPORT

Consultant shall host, monitor and maintain all aspects of the WPWMA’s websites (WPWMA.ca.gov, RenewablePlacer.com and PlacerRecycles.com) including installing necessary WordPress plugins and updates.

Consultant shall design and develop a new website to replace the existing WPWMA.ca.gov site including the following elements:

- Schedule and lead a kick-off meeting to review the project timeline, identify roles related to website development, and identify and discuss website requirements and relevant integrations
 - Following the kickoff meeting, prepare website brief, project timeline and sitemap for WPWMA approval
- Develop a website conversion strategy to identify the WPWMA’s baseline and craft goals for key performance indicators for the site, and prepare key performance indicators and a high-level website strategy for WPWMA review (including up to two (2) rounds of revisions based on compiled feedback)
- Select relevant content to maintain from the current site and identify missing content to be included based on the website conversion strategy and approved site map
- Create new website design based on the WPWMA’s brand guide and website strategy including wireframes for complicated and interdependent relevant main pages identifying layouts and content areas
 - Conduct one (1) meeting to discuss the first draft of the wireframes and allow for two (2) rounds of revisions
- Upon WPWMA approval of wireframes, create a full homepage design and three (3) internal page designs for WPWMA review and approval
 - Includes up to two (2) rounds of revisions for homepage and one (1) for internal pages
- Upon WPWMA approval of page designs, build the new WPWMA website in a password-protected demonstration environment
 - Enter all final WPWMA-approved content and conduct an internal quality assurance process prior to WPWMA review
- Upon WPWMA approval of website buildout, ensure the site functions on desktop and mobile platforms and provide website management training to WPWMA staff

<i>Deliverables</i>	<i>Due</i>	<i>Format</i>
Kickoff meeting	Within two (2) weeks after Amendment approval	In-person
Website brief, sitemap and timeline	Within one (1) month after kickoff meeting	Word
Remaining elements	Per WPWMA-approved timeline	TBD

5. Exhibit A, Scope of Services, shall be amended to add the following new Task 9 which shall read in its entirety as follows:

“TASK 9 – PLACER RECYCLES CAMPAIGN SUPPORT

Consultant shall utilize previously created Placer Recycles campaign assets to continue the outreach efforts of the Placer County Regional Recycling Group (RRG). WPWMA will provide Consultant access to all existing campaign content. Consultant shall manage all aspects of the RRG outreach campaign including the following elements:

- Management of the Placer Recycles Instagram and Facebook accounts including content creation and posting (minimum of one (1) post per week per outlet) as well as targeting western Placer County residents via paid ads to increase the numbers of followers
- Prepare and implement an advertising campaign including a Google ad or other paid digital display ad program
- Management of PlacerRecycles.com as outlined in Task 8
- Monthly digital impression summary
 - Social platforms
 - Website
 - Google or other digital ads
- Attendance at two (2) RRG meetings to provide updates and solicit campaign input and feedback
- Promote additional Placer Recycles events or key messages as directed by the WPWMA or RRG

<i>Deliverables</i>	<i>Due</i>	<i>Format</i>
Monthly digital impression summary	With monthly invoice	PDF
Paid media plan	Thirty (30) days after Amendment approval	PDF
RRG meetings	As directed by WPWMA	

6. Exhibit A, Scope of Services, shall be amended to add the following new Task 10 which shall read in its entirety as follows:

“TASK 10 – USED OIL AND FILTER OUTREACH

Consultant shall manage all aspects of the WPWMA’s used oil and filter outreach program funded by CalRecycle’s Used Oil Payment Program (OPP), including the following elements:

- Ensure that all oil-related outreach adheres to OPP Guidelines including required CalRecycle grant branding
- Utilizing previously developed oil and filter outreach creative assets and other materials, prepare, implement and manage an advertising campaign including a Google ad or other paid digital display ad program (WPWMA will provide Consultant access to all existing campaign content)
- Manage all aspects related to executing a minimum of one (1) oil filter exchange event including securing retail locations using previously established partnerships, coordinating event logistics, and scheduling and placing advertising and promotions

- Update and utilize previously developed filter exchange event creative assets (WPWMA will provide Consultant access to all existing campaign content)
- Include cost of the new filters in the event budget and pay the retailers directly as requested
- Prepare a post-event summary including advertising methods, participant counts and recommendations for future events

<i>Deliverables</i>	<i>Due</i>	<i>Format</i>
Paid media plan	Thirty (30) days after Amendment approval	PDF
Filter exchange event	As agreed upon by WPWMA	
Event summary	Forty-five days after event	PDF

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

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

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

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

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

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

Executed as of the day first above stated:

WESTERN PLACER WASTE MANAGEMENT AUTHORITY

By: _____

Chair, Western Placer Waste Management Authority

Date: _____

MAGMA CREATIVE, INC., CONSULTANT

By: _____

Chris Guzman, CEO & Core Creator

By: _____

Susan Guzman, Chief Officer of People and Money

Approved as to Form:

By: _____

WPWMA Counsel

EXHIBIT B.1

PAYMENT FOR SERVICES RENDERED

Payment to Consultant shall be made by the WPWMA on an hourly basis in accordance with the schedule attached hereto as Exhibit B-1 and subject to the task budgets listed in Table 1.1, below.

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

Provided the work has been satisfactorily performed, WPWMA will pay invoices within thirty (30) days after approval of the invoice. Consultant shall provide additional information requested by the WPWMA to verify any of the amounts claimed for payment in any invoice. The total amount payable for all services provided under this Agreement shall not exceed Two Hundred Twenty Thousand and no/100 Dollars (\$220,000.00).

Table 1.1 – Task Budgets

Task	Description	Original Budget	First Amendment	Second Amendment	Total
1	Public Engagement Strategy	\$9,975	---	---	\$9,975
2	Public Information Officer Services	\$12,500	\$32,000	\$25,000	\$69,500
3	Renewable Placer Waste Action Plan Support	\$20,325	\$32,000	\$15,000	\$67,325
4	Social Media Video Production	\$21,250	\$25,000	\$25,000	\$71,250
5	Meetings and Reporting	\$8,750	\$15,000	\$15,000	\$38,750
6	Additional Services	\$10,000	---	---	\$10,000
7	Paid Digital Media Management	---	\$15,500	\$15,500	\$31,000
8	Website Development and Support	---	---	\$45,000	\$45,000
9	Placer Recycles Campaign Management	---	---	\$25,000	\$25,000
10	Used Oil and Filter Outreach and Event	---	---	\$59,500	\$59,500
TOTAL CONTRACT AMOUNT		\$82,800	\$119,500	\$225,000	\$427,300

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**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **JULY 21, 2022**
FROM: **KEN GREHM / STEPHANIE ULMER** *SM*
SUBJECT: **FIRST AMENDMENT TO THE AGREEMENT WITH ECOHERO SHOW
FOR SCHOOL OUTREACH SERVICES**

RECOMMENDED ACTION:

Authorize the Chair to sign the First Amendment with EcoHero Show, LLC (EcoHero) to provide professional services related to the WPWMA's public outreach, education and engagement program (Outreach Program) for an amount not to exceed \$50,000, increasing the total not-to-exceed amount of the Agreement to \$116,000.

BACKGROUND:

On June 18, 2020, your Board approved an agreement with EcoHero to conduct school presentations within the WPWMA's service area to convey the WPWMA's core message that recycling is made easy by the One Big Bin system and highlight proper disposal of items such as household hazardous waste and electronics.

EcoHero developed a presentation tailored to the services provided by the WPWMA and its Member Agencies and consulted Member Agency staff and Regional Recycling Group members to ensure that their messages and concerns were addressed and reflected in the presentation. Since November 2021, EcoHero has conducted 54 presentations to 38 schools throughout western Placer County, reaching 8,175 students.

The WPWMA has received positive feedback from teachers that the EcoHero presentation is informative, engaging, exciting, along with numerous requests for the show to return to their schools next year. Member Agency staff have also attended the performances and agree that they are engaging and worthwhile.

In recognition of the importance of these services and the value in continuing to provide this popular, well-received program, as well as maintaining consistency and reliability, staff worked with EcoHero to negotiate the attached Amendment to extend the term for the 2022/23 school year.

ENVIRONMENTAL CLEARANCE:

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

FISCAL IMPACT:

The cost of providing the proposed services is \$50,000. Sufficient funding for the First Amendment is included in the FY 2022/23 Preliminary Budget.

ATTACHMENT: FIRST AMENDMENT

ADMINISTRATING AGENCY: Western Placer Waste Management Authority

AGREEMENT NO.: 102966

DESCRIPTION: First Amendment to the School Education and Outreach Agreement

This FIRST Amendment is made to be effective as of, from and after the day of _____ 2022, and between the **Western Placer Waste Management Authority**, a Joint Powers Authority (hereinafter referred to as the "WPWMA"), and **The EcoHero Show, LLC** (hereinafter referred to as the "Consultant").

RECITALS

1. The WPWMA and Consultant have entered into that certain "School Education and Outreach Services Agreement" as of August 18, 2020 (hereinafter referred to as the "Agreement").
2. Consultant provides in-person and virtual assemblies tailored to the WPWMA's programs and services to elementary schools throughout the WPWMA's service area. The WPWMA and Consultant have received positive feedback from educators that the assemblies are informative and engaging.
3. In recognition of the importance of these services in educating residents in the WPWMA's service area, helping to meet the Member Agencies' outreach and education obligations associated with Ab 939 and SB 1383, and the value in maintaining consistency and reliability, the WPWMA proposed, and Consultant agreed, to extend the term of the existing Agreement for an additional one-year period for a cost not to exceed Fifty Thousand Dollars (\$50,000).
4. The WPWMA and Consultant acknowledge that, by extending the Agreement for an additional one-year period, the total cost of the Agreement shall increase to One Hundred Sixteen Thousand Dollars (\$116,000).
5. The WPWMA and Consultant desire to amend the Agreement to reflect the revised understanding between the parties as set forth below. All references in this First Amendment to a Section, to an Appendix, or to an Exhibit shall refer to that Section or Exhibit of the Agreement, and all terms defined in the Agreement shall have the same meaning herein.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The last sentence in item 2. **Payment**, shall be replaced with the following sentence:
"The total amount payable for all services provided under this Agreement, including Additional Services, shall not exceed One Hundred Sixteen Thousand Dollars (\$116,000) without the prior written approval of the WPWMA."
2. The first two (2) paragraphs of Exhibit A, Scope of Services, shall be amended to read as follows:
"In accordance with this Agreement, Consultant shall complete the following Scope of Services during the 2020/21, 2021/22, and 2022/23 school years (August 1, 2020 through June 30, 2021, August 1, 2021 through June 30, 2022, and August 1, 2022 through June 30, 2023, respectively).

The WPWMA provides outreach to elementary school students in each Participating Agency jurisdiction (Placer County, cities of Auburn, Colfax, Lincoln, Rocklin, Roseville and Town of Loomis) as part of its public education program. The outreach is intended to increase the students' awareness of how recycling occurs in western Placer County via the Materials Recovery Facility (MRF) and other solid waste issues such as waste prevention, reduction, reuse, and recycling, and items that do not belong in the waste stream. Consultant shall conduct a minimum of fifteen (15) school assemblies during the 2020/21 school year and a minimum of 30 assemblies during the 2021/22 and 2022/23 school years.

Consultant shall conduct a combination of in-person and virtual assemblies; Consultant shall prioritize in-person assemblies and strive to conduct as many in-person assemblies as possible and shall conduct virtual presentations as remaining budget supports. Consultant shall minimize the number of virtual individual classroom presentations to the extent possible."

3. The *Deliverables and Schedule* section of Task 3 of Exhibit A, Scope of Services, shall be amended to read as follows:

Deliverables	Due
Fifteen (15) Assemblies Scheduled (.doc or PDF)	January 15, 2021
Fifteen (15) School Assemblies Performed	May 15, 2021
Final Report (.doc or PDF)	Fourteen (14) calendar days after final assembly
Thirty (30) Assemblies Conducted in School Year 22/23	June 30, 2023
Final Report for School Year 22/23	Thirty (30) days after final 22/23 assembly.

4. Exhibits B and B-1 shall be deleted and Exhibits B.1 and B-1.1 attached hereto are substituted therefore.

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

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

CONSULTANT: EcoHero Show, LLC
Brett Edwards, President
2012 W. Alluvial
Fresno, CA 93711
Phone: (888) 482-3885

REMIT TO: EcoHero Show, LLC
Brett Edwards, President
2012 W. Alluvial
Fresno, CA 93711
Phone: (888) 482-3885

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

Executed as of the day first above stated:

WESTERN PLACER WASTE MANAGEMENT AUTHORITY

By: _____
Chair

Date: _____

ECOHERO SHOW, LLC CONSULTANT

By: _____
Brett Edwards, President

Date: _____

Approved as to Form:

By: _____
WPWMA Counsel

EXHIBIT B.1

PAYMENT FOR SERVICES RENDERED

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

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

Provided the work has been satisfactorily performed, WPWMA will pay invoices within thirty (30) days after approval of the invoice. Consultant shall provide additional information requested by the WPWMA to verify any of the amounts claimed for payment in any invoice. The total amount payable for all services provided under this Agreement shall not exceed One Hundred Sixteen Thousand Dollars (\$116,000).

Table 1.1 – Task Budgets

Task	Description	Original Budget	First Amendment	Total
1	Presentation Development	\$1,500	---	\$1,500
2	Media Development and Production	\$15,000	---	\$15,000
3	School Assemblies	\$49,500	\$50,000	\$99,500
TOTAL CONTRACT AMOUNT		\$66,000	\$50,000	\$116,000

EXHIBIT B-1.1
RATE SCHEDULE

Staff/Expense	Rate
In-Person Assembly	\$1,500
Additional In-Person Assembly	No Charge
Virtual Assembly	\$1,200
Virtual Classroom Presentation	\$450

*Assembly presentation rate includes all cost of coordination, scheduling, transportation, mobilization, demobilization, staffing (including acting talent) and any other associated costs and Consultant shall not invoice separately for any of these items.

**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **JULY 21, 2022**
FROM: **KEN GREHM / WILL SCHEFFLER** *WS*
SUBJECT: **THIRD AMENDMENT TO THE AGREEMENT WITH QUALITY SCALES
UNLIMITED FOR COMMERCIAL TRUCK SCALE REPAIR AND
MAINTENANCE**

RECOMMENDED ACTION:

Authorize the Executive Director or designee, upon review and approval by WPWMA Counsel, to sign the Third Amendment to the Agreement with Quality Scales Unlimited (QSU) for commercial truck scale repair and maintenance, for an amount not-to-exceed \$70,000, increasing the total not-to-exceed cost of the Agreement to \$311,110.

BACKGROUND:

As part of its scalehouse system, the WPWMA owns and operates five (5) commercial truck scales that are certified annually by the Department of Food and Agriculture for accuracy. Scale measurements establish the basis of tipping fees the WPWMA charges its customers, processing fees the WPWMA pays to FCC, and the value FCC earns on the sale of recycled materials. Three of the five scales have been in continuous service since the MRF first began operations in 1995 and, by 2020, were showing signs of significant wear likely affecting scale accuracy and resulting in more frequent periods of downtime. To ensure uninterrupted scale operations, your Board executed the Agreement with QSU in June 2020 to provide ongoing routine maintenance and on-call repair services.

Task 1 of the Agreement was reserved for quarterly scale maintenance. Although FCC is responsible for operations and maintenance of the majority of the facility, the WPWMA elected to maintain responsibility for operation and maintenance of the scale system. As such, \$27,000 of the total \$70,000 has been budgeted for this quarterly maintenance work.

Additionally, staff recommends increasing the budget for on-call scale repair by approximately \$31,600 to allow for continued on-call services in the event any of the scales are damaged or malfunction. Staff have found QSU personnel to be highly responsive to WPWMA needs and well prepared with equipment and parts when responding to call outs, often reducing scale downtime from the prior scale contractor (Fairbanks) from a week or more to a day or less.

Finally, staff recommends adding a fourth task to the Agreement for the installation of digital weight displays mounted to the outside of the scalehouses to provide customers the ability to view the scaled weight of their loads. Staff believe this will increase transparency regarding assessed tipping fees and potentially reduce weighing errors and customer arguments. The proposed task would include a budgeted amount of approximately \$11,400 for the installation of the weight displays.

ENVIRONMENTAL CLEARANCE:

Minor scale repair and routine maintenance are categorically exempt from further environmental review under California Environmental Quality Act Guidelines, Article 19, Section 15301 “Existing Facilities”, which includes minor alteration to an existing facility involving negligible or no expansion of the existing use.

FISCAL IMPACT:

The proposed Third Amendment would add \$70,000 for a total not-to-exceed contract price of \$311,110. Sufficient funding is available in the FY 2022/23 Preliminary Budget to cover this cost.

ATTACHMENT: THIRD AMENDMENT

ADMINISTRATING AGENCY: Western Placer Waste Management Authority

AGREEMENT: _____

DESCRIPTION: Third Amendment to the Commercial Truck Scale Repair Agreement

This THIRD Amendment is made to be effective as of, from and after the day of _____, and between the **WESTERN PLACER WASTE MANAGEMENT AUTHORITY**, a Joint Powers Authority (hereinafter referred to as the "WPWMA"), and **USA SCALES, INC dba QUALITY SCALES UNLIMITED**, a California Corporation (hereinafter referred to as the "Consultant").

RECITALS

1. The WPWMA and Consultant have entered into that certain "Commercial Truck Scale Repair Agreement" as of June 18, 2020, which was later amended by the First Amendment on August 19, 2020 and the Second Amendment on August 4, 2021 (hereinafter referred to as the "Agreement").
2. Consultant provide quarterly preventative maintenance and cleaning services of all scales. The not-to-exceed cost for this service is \$27,000 and is budgeted to Task 1 of the Agreement.
3. Consultant has been responsive to WPWMA needs and well prepared with equipment and parts when responding to call outs and effectively minimizing scale downtime when other scale issues were identified by WPWMA. As such, the WPWMA desires to continue on call repair services for another year for a not-to-exceed cost of \$31,605.
4. Consultant has provided to WPWMA staff a quote to install remote displays at all scalehouses for customer viewing. The total not-to-exceed cost for the installation of these displays is \$11,395.00
5. The WPWMA and Consultant acknowledge that, by providing these additional services, the total cost of the Agreement shall increase to Three Hundred Eleven Thousand One Hundred Ten Dollars (\$311,110).
6. The WPWMA and Consultant desire to amend the Agreement to reflect the revised understanding between the parties as set forth below. All references in this Third Amendment to a Section, to an Appendix, or to an Exhibit shall refer to that Section or Exhibit of the Agreement, and all terms defined in the Agreement shall have the same meaning herein.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- a. Exhibit A, Scope of Services, Task 1 Quarterly Scale Maintenance, shall be amended to include the following text:

"Consultant shall perform the preventative maintenance service each quarter on the five truck scales at Western Placer Waste Management Authority. This work includes cleaning the scale pits. Upon completion of maintenance and cleaning work, each scale shall be tested individually to ensure continued accurate service. This service will be conducted on weekdays (Monday – Friday, 8am – 4pm). Consultant estimated that these services will be provided by three technicians at a time and include the use of a Certified Heavy Capacity Test Truck to test each scale. Quarterly maintenance service is estimated to take two days to complete, during which time each truck scale

will be out of service during the work.”

- b. Task 4 Installation of Remote Displays shall be added to Exhibit A, Scope of Services and include the following text:

“Based on site inspections and discussion with WPWMA staff, Consultant provided Quote #F3653 for the installation of remote displays at each scalehouse. Consultant shall install a 2” Matko remote display on each of the five Scales and install a 4” remote display on Scale #5 at the Western Placer Waste Management Authority to allow drivers the ability to see their truck weights. For this service, Consultant will provide two technicians. The installation service shall take one day to complete, during which time the scale being worked on will be out of service. Cost of materials, estimated vehicle expense, and estimated labor (including travel) are included in the Task’s budget.”

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

“The total amount payable for all services provided under this Agreement, including Additional Services, shall not exceed Three Hundred Eleven Thousand One Hundred Ten Dollars (\$311,110) without the prior written approval of the WPWMA.”

- d. Exhibit B.2 shall be deleted and Exhibit B.3 attached hereto is substituted therefore.
- e. Add Task 4 to Table 1 – Task Budgets for the installation of remote displays. Task 4’s scope of work shall be added in Exhibit A, Scope of Work.

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

Executed as of the day first above stated:

WESTERN PLACER WASTE MANAGEMENT AUTHORITY

By: _____ Date: _____
Executive Director or Designee

QUALITY SCALES UNLIMITED, CONSULTANT

By: _____ By: _____
Roy Ward, President Courtney Ward, Secretary

Approved as to Form:

By: _____
WPWMA Counsel

EXHIBIT B.3

PAYMENT FOR SERVICES RENDERED

Payment to Consultant will be made by the WPWMA on an hourly basis in accordance with the schedule attached hereto as Exhibit B.3 and subject to the task budgets listed in Table 1, below.

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

Provided the work has been satisfactorily performed, WPWMA will pay invoices within thirty (30) days after approval of the invoice. Consultant shall provide additional information requested by the WPWMA to verify any of the amounts claimed for payment in any invoice. The total amount payable for all services provided under this Agreement shall not exceed Two Hundred Forty-One Thousand One Hundred Ten Dollars (\$241,110) over the period of this Agreement; provided, however, upon written request of the Consultant and with written approval of the WPWMA's Executive Director or designee, the WPWMA may adjust the amount to be paid for any task if the WPWMA deems it necessary and appropriate.

Table 1 – Task Budgets

TASK	DESCRIPTION	BUDGET
1	Quarterly Scale Maintenance	\$27,000
2	Repair of Concrete Curbs	\$141,110
3	Repair Call Out or Replacement of Broken Parts	\$131,605
4	Installation of Remote Displays	\$11,395
TOTAL		\$311,110

The WPWMA may, in its sole discretion, withhold up to ten percent (10%) of any payment as security for the completion of the work. Within thirty (30) days after approval of Consultant's final invoice, and provided all services have been satisfactorily completed, WPWMA shall release and pay any withheld retention.

**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **JULY 21, 2022**
FROM: **KEN GREHM / KEITH SCHMIDT** 
SUBJECT: **ADOPTION OF POLICY 22-05 RELATED TO THE ACCEPTANCE
OF SOIL**

RECOMMENDED ACTION:

Adopt Policy 22-05 associated with the acceptance criteria for soil.

BACKGROUND:

The WPWMA receives approximately 30,000 tons of soil from approximately 6,000 customers per year, the majority of which are smaller, self-haul loads. Approximately 20 times per year, certain businesses deliver 100 to 4,500 tons of waste soil from projects within the WPWMA service area. The current Waste Acceptance Policy (Policy), adopted by the Board in December 2003, indicates “only clean soils are accepted.” Because “clean” is not a uniformly defined word in the solid waste industry, staff interpreted the Policy to require customers delivering more than one 10-wheel dump truck load of soil to document and warrant that the load of soil is unimpacted by contaminants or, if contaminants are suspected, to provide lab analytical data showing suspected contaminants are not detectable. This approach was intended to serve the incidental soil customer with minimal inconvenience and ensure that soil stockpiled onsite in an unlined area away from the landfill would not cause an exceedance of stormwater or groundwater quality requirements.

On August 14, 2019, your Board approved a revision to the sludge acceptance portion of the Policy to establish a clear, complete and enforceable policy. The revisions clarified requirements to test for toxic levels of various metals, potentially toxic substances, and characteristics of reactivity, ignitability, and corrosivity as identified in the California Code of Regulations. It also clarified the acceptable levels for all analyzed parameters, as well as a sampling and analysis schedule for acceptance of material in the landfill to reduce the risk to the WPWMA of unknowingly accepting waste that the landfill is not designed or permitted to control. Staff believe establishing a similar policy for the acceptance of soil is warranted.

In order to better serve WPWMA customers, staff recommends the Board approve Policy 22-05 which clarifies that the WPWMA may accept, for disposal within the landfill only, impacted soil that meets the sludge acceptance criteria. The WPWMA may continue to stockpile unimpacted soil outside the landfill area for reuse. The WPWMA is currently developing a comprehensive site-wide Waste Acceptance Policy and will return to your Board when the document is complete.

ENVIRONMENTAL CLEARANCE:

Establishing the recommended soil acceptance policy 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:

Adopting revised soil acceptance criteria will require additional staff time to review and approve deliveries of impacted soil which staff believes will be offset by the tipping fees as no processing fee would be paid to the Materials Recovery Facility Operator, FCC. Tipping fees paid to FCC for processing soil are only paid for processing clean soil stockpiled outside the landfill.

ATTACHMENT: RESOLUTION 22-05 - SOIL ACCEPTANCE POLICY

Western Placer Waste Management Authority Policy 22-05

Policy for Acceptance of Soil

The following policy outlines the conditions under which the Western Placer Waste Management Authority (WPWMA) will accept soil at the Western Regional Sanitary Landfill (WRSL). Current law, regulation, or permitting agency directive shall supersede any part of this policy in case of conflict with this policy.

1. Initial Screening and Threshold for Analysis

All deliveries are subject to final visual, tactile and olfactory screening by WPWMA Scalehouse staff.

- a. Small soil deliveries that pass Scalehouse staff screening are accepted for stockpiling, processing and reuse in the stockpile outside the developed landfill area.
- b. Soil deliveries exceeding a single dump truck load (approximately 14 tons or approximately 9 cubic yards, for reference) are required to complete and submit a Soil Haul Application to the WPWMA (reports@wpwma.ca.gov) for WPWMA approval prior to delivery.
- c. WPWMA staff will, based upon the responses in the Soil Haul Application and any further questions, make a determination as to whether or not the soil may pose a contamination risk.
- d. Soil having no disclosed or apparent contamination impacts or contamination risk are accepted subject to Scalehouse staff screening and the delivery requirements noted in provision 3 of this policy.
- e. Soil that is deemed to pose a contamination risk is required to undergo further review, submitting laboratory sampling and analysis to the WPWMA for waste classification as described in the sections below, noting that:
 - i. Any soil that triggered these laboratory sampling requirements is ineligible for stockpiling outside the developed landfill area but may be considered for acceptance in the Class II or III landfill modules.
 - ii. Soil classified as Designated Waste will only be accepted into the Class II landfill modules and only when the Class II landfill modules are being filled.
 - iii. Soil classified as Hazardous Waste will not be accepted.

2. Conditionally Required Sampling and Analytical Testing

If sampling is required, representative soil loads must be analyzed by a California accredited laboratory and generators or their haulers must submit certification documenting that the material meets the following sampling and analysis criteria detailed below and meet the same chemical constituent limits include in the WPWMA Sludge Acceptance Policy (Policy 19-02) prior to delivery to the WRSL.

Frequency of Testing

Generators must submit sample results for approval at least every 12 months for continuous hauls. The WPWMA reserves the right to require additional sampling and analysis if the waste appears to change consistency over time.

Sampling Requirements

Representative, composite sampling must be performed by the generator or its designee for each excavation or place of origin in accordance with Test Methods for Evaluation of Solid Waste, Volume II Field Manual, Physical/Chemical Method, Chapter 9 (SW-846 Third Edition, 1986 EPA and future additions or amendments). WPWMA staff reserve the right to inspect the generator's method of sampling.

Analysis

Generators must submit passing results for the following tests:

- a. **Dryness – Soils must be at least 50% solids** such that special handling is not required due to soil instability.
- b. **Chemical Constituency** – Generators must submit passing results for each of the constituents listed in the Sludge Acceptance Policy (Policy 19-02) to demonstrate the material is non-hazardous and, if the WPWMA intends to dispose of it in the Class III landfill modules, that the material is not Designated Waste. Generators may elect to perform a screening test using the Total Threshold Limit Concentration (TTLC) to determine if a waste leaching procedure must be conducted. All results must be reported on a 100% dry weight basis. Records of all analyses must state on each page of the laboratory report whether the results are expressed in “100% dry weight” or “as is.”

If any TTLC result exceeds a value 20 times that of the Federal Toxicity Characteristic Leaching Procedure (TCLP) levels listed in Policy 19-02, the generator must submit analytical results for that constituent using the TCLP leaching procedure. Similarly, if any TTLC result exceeds a value 10 times that of the California Soluble Threshold Limit Concentration (STLC) levels listed in Policy 19-02, the generator must submit analytical results for that constituent using the STLC leaching procedure. Materials accepted at the WRSL must be non-hazardous according to both California and Federal standards.

Review and Approval Process

Generators must submit test results to the WPWMA (reports@wpwma.ca.gov) at least 14 calendar days prior to the anticipated delivery date. WPWMA staff will review the test results and reply via email to indicate if the material meets the dryness and chemical constituency standards, or if additional testing is required. Passing results will receive a confirmation email from the WPWMA to the generator or designee that is copied to the Scalehouse Supervisor.

Per the WPWMA Scalehouse Procedures Manual, WPWMA scalehouse staff may reject the material if, upon their inspection of the delivered load, it does not appear to match the characteristics of the approved material.

3. Delivery Schedule

The WRSL permits limit the total daily tons of landfilled material. To ensure adequate capacity is reserved for typical solid waste, soil is only accepted on a scheduled basis, typically between the hours of 7:00 am and 5:00 pm, Monday through Friday, excluding the holidays of Thanksgiving Day, Christmas Day and New Year's Day.

To schedule delivery, please contact the WPWMA at info@wpwma.ca.gov or (916) 543-3960).

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**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS**

DATE: **JULY 21, 2022**

FROM: **KEN GREHM / ERIC ODDO** 

SUBJECT: **ASSIGNMENT OF MRF AND LANDFILL OPERATING AGREEMENTS
AND MRF DESIGN-BUILD AGREEMENT**

RECOMMENDED ACTION:

Authorize the Chair to execute the following amendments associated with FCC's establishing FCC Environmental Services California (FCC Ca) as a wholly owned subsidiary of FCC Environmental Services, LLC.

1. The First Amendment to the Landfill Operating Agreement with FCC Environmental Services, LLC assigning its obligations to the subsidiary; and
2. The Second Amendment to the MRF Operating Agreement with FCC Environmental Services, LLC assigning its obligations to the subsidiary; and
3. The First Amendment to the Agreement for Design-Build Services with FCC Environmental Services, LLC assigning its obligations to the subsidiary.

BACKGROUND:

During negotiations of the MRF and Landfill Operating Agreements, FCC indicated their interest in establishing a California-specific subsidiary. To address this, the following language was included in both agreements as it relates assignment of the contracts:

Contractor shall not assign its rights nor delegate or otherwise transfer its obligations under this Agreement to any Person without the prior written consent of the WPWMA. ... *Notwithstanding the foregoing, Contractor may assign this Agreement to a limited liability company or corporation formed to conduct business in California and wholly owned by Contractor, provided that Contractor executes a guaranty of its obligations under this Agreement in such form as reasonable required by WPWMA.* (emphasis added)

The parties negotiated the attached amendments to the MRF and Landfill Operating Agreements which include the required guarantees by FCC in compliance with the provision noted above as well as an amendment to the MRF Design-Build Agreement.

ENVIRONMENTAL CLEARANCE:

Executing the recommended amendments approving the assignment from FCC to FCC Ca 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:

There is no direct fiscal impact to the WPWMA by approving the assignment from FCC to FCC Ca.

ATTACHMENT: FIRST AMENDMENT TO LANDFILL OPERATING AGREEMENT
SECOND AMENDMENT TO MRF OPERATING AGREEMENT
FIRST AMENDMENT TO THE MRF DESIGN-BUILD AGREEMENT

FIRST AMENDMENT TO OPERATING AGREEMENT

This FIRST AMENDMENT TO OPERATING AGREEMENT ("**Amendment**"), by and among the **WESTERN PLACER WASTE MANAGEMENT AUTHORITY**, a joint powers authority organized under California law ("**WPWMA**"), FCC Environmental Services, LLC ("**FCC**"), and FCC Environmental Services California, LLC ("**Contractor**"). All capitalized terms not herein defined shall have the meaning ascribed to them in the Agreement (as defined below). The WPWMA, FCC, and Contractor are hereinafter referred to jointly as "**the Parties**" and singularly as a "**Party**".

RECITALS

A. WPWMA and FCC have entered into that certain OPERATING AGREEMENT FOR THE OPERATION OF PLACER SANITARY LANDFILL, as it may have been amended (the "**Agreement**").

B. As set forth in Section 11.4 of the Agreement, FCC may assign its interest in the Agreement to a wholly-owned subsidiary under certain terms and conditions, including FCC's execution of a guaranty for its subsidiary's performance of the Agreement.

C. The Parties wish to approve the assignment of the Agreement to Contractor upon FCC's execution of a guaranty as set forth below.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the Parties hereby agree as follows:

1. Recitals. The above Recitals are true and correct and form a substantive part of this Amendment.
2. Defined Terms. All capitalized terms shall have the meaning ascribed to them in the Agreement unless otherwise noted.
3. Assignment. Pursuant to Section 11.4, WPWMA approves the assignment of FCC's interest in the Agreement to Contractor, which is wholly owned by FCC. This assignment shall be effective upon FCC's execution of the Guaranty (as noted below).
4. Guaranty. Concurrently with approval of the Amendment, FCC shall execute the Guaranty, attached hereto as Exhibit A and incorporated by reference.
5. Interpretation with the Agreement. This Amendment is an amendment to the Agreement as set forth in Section 12.6 of the Agreement. This Amendment shall control over any conflict or inconsistency with the Agreement. Except for such conflicts and inconsistencies, this Amendment shall be interpreted as part of and in accordance with the applicable terms of the Agreement. Except as set forth in this Amendment, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed effective as of the date next to their signatures.

WESTERN PLACER WASTE
MANAGEMENT AUTHORITY, a joint
powers authority organized under California
law

FCC ENVIRONMENTAL SERVICES, LLC,
a Delaware limited liability company

By: _____
Chair

By: 
Chief Executive Officer
INIGO SANZ

CONTRACTOR:

FCC ENVIRONMENTAL SERVICES CALIFORNIA, LLC,
A California limited liability company

By: 
INIGO SANZ, CEO

EXHIBIT A

THIS GUARANTY (the "Guaranty") is given as of the 15th day of July, 2022, by FCC Environmental Services, LLC, a Delaware limited liability company, ("GUARANTOR"), to the Western Placer Waste Management Authority, a California joint powers authority ("WPWMA").

THIS GUARANTY is made with reference to the following facts and circumstances:

A. GUARANTOR and WPWMA have executed that Operating Agreement for Operation of the Western Regional Sanitary Landfill ("Agreement"), which is incorporated herein by this reference.

B. Section 11.4 of the Agreement permits GUARANTOR to assign the Agreement to a wholly-owned entity under specified terms and conditions, including that GUARANTOR execute this Guaranty.

C. Upon execution of this Guaranty, GUARANTOR will assign its interest in the Agreement to FCC Environmental Services California, LLC, a California limited liability company whose sole member is GUARANTOR ("CONTRACTOR").

D. GUARANTOR is a limited liability company organized under the laws of the State of Delaware.

E. It is a requirement of the Agreement that any GUARANTOR assignment of the Agreement must be a form reasonably required by WPWMA.

F. GUARANTOR is providing this Guaranty to induce WPWMA to approve the assignment of the Agreement.

NOW, THEREFORE, in consideration of the foregoing, GUARANTOR agrees as follows:

1. **Guaranty of the Agreement.** GUARANTOR hereby irrevocably and unconditionally guarantees to the WPWMA the complete and timely performance, satisfaction and observation by CONTRACTOR of each and every term and condition of the Agreement which CONTRACTOR is required to perform, satisfy or observe. In the event that CONTRACTOR fails to perform, satisfy or observe any of the terms or conditions of the Agreement, GUARANTOR will promptly and fully perform, satisfy or observe them in the place of the CONTRACTOR. GUARANTOR hereby guarantees prompt payment to WPWMA of each and every sum due from CONTRACTOR to WPWMA under the Agreement, as and when due from time to time, and the prompt performance of every other task and duty required to be performed by the CONTRACTOR under the Agreement.

2. **GUARANTOR's Obligations Are Absolute.** The obligations of the GUARANTOR hereunder are direct, immediate, absolute, continuing, unconditional and unlimited and, with respect to any payment obligation of CONTRACTOR under the Agreement, shall constitute a guarantee of payment and not of collection, and are not conditioned upon the genuineness, validity, regularity or enforceability of the Agreement.

3. Waivers and Subordination. The GUARANTOR shall have no right to terminate this Guaranty or to be released, relieved, exonerated or discharged from its obligations under Section 1 hereof for any reason whatsoever, including, without limitation: (1) the insolvency, bankruptcy, reorganization or cessation of existence of the CONTRACTOR; (2) any amendment, modification or waiver of any provision of the Agreement or the extension of its Term (as defined in the Agreement); (3) the actual or purported rejection of the Agreement by a trustee in bankruptcy, or any limitation on any claim in bankruptcy resulting from the actual or purported termination of the Agreement; (4) any waiver, extension, release or modification with respect to any of the obligations of the Agreement guaranteed hereunder or the impairment or suspension of any of WPWMA's rights or remedies against CONTRACTOR; or (5) any merger or consolidation of the CONTRACTOR with any other organization, or any sale, lease or transfer of any or all the assets of the CONTRACTOR.

The GUARANTOR hereby waives any and all rights, benefits and defenses under California Civil Code Sections 2815, 2819, 2845, and 2850, and California Code of Civil Procedure Section 580b, if applicable. WPWMA may unqualifiedly exercise in its sole discretion any or all rights and remedies available to it against CONTRACTOR or any other guarantor or pledgor without impairing WPWMA's rights and remedies in enforcing this Guarantee. The GUARANTOR hereby waives and agrees to waive at any future time at the request of WPWMA, to the extent now or then permitted by applicable law, any and all rights which the GUARANTOR may have or which at any time hereafter may be conferred upon it, by statute, regulation or otherwise, to avoid any of its obligations under, or to terminate, cancel, quit or surrender this Guaranty. Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not, unless otherwise agreed to by WPWMA and GUARANTOR, affect the liability of the GUARANTOR hereunder: (a) at any time or from time to time, without notice to the GUARANTOR, the time for CONTRACTOR's performance of or compliance with any of its obligations under the Agreement is extended, or such performance or compliance is waived; (b) the Agreement is modified or amended in any respect; (c) any other indemnification with respect to CONTRACTOR's obligations under the Agreement or any security therefor is released or exchanged in whole or in part or otherwise dealt with; (d) any assignment of the Agreement is effected which does not require WPWMA's approval; or (e) any termination or suspension of the Agreement arising by reason of a default by CONTRACTOR.

If all or any portion of the obligations guaranteed hereunder are paid or performed, GUARANTOR's obligations hereunder shall continue and remain in full force and effect in the event that all or any part of such payment or performance is avoided or recovered directly or indirectly from WPWMA as a preference, fraudulent transfer or otherwise, irrespective of (a) any notice of revocation given by GUARANTOR or CONTRACTOR prior to such avoidance or recovery, or (b) payment in full of any obligations then outstanding.

The GUARANTOR expressly subordinates and waives its rights to subrogation, reimbursement, contribution or indemnity with respect to performance by GUARANTOR of the obligations of CONTRACTOR guaranteed hereby, until such time as WPWMA receives payment or performance in full of all such obligations.

4. Term. This Guaranty is not limited to any period of time, but shall continue in full force and effect until all of the terms and conditions of the Agreement have been fully performed

by CONTRACTOR, and GUARANTOR shall remain fully responsible under this Guaranty without regard to the acceptance by WPWMA of any performance bond or other collateral to assure the performance of CONTRACTOR's obligations under the Agreement. GUARANTOR shall not be released of its obligations hereunder so long as there is any claim by WPWMA against CONTRACTOR arising out of the Agreement based on CONTRACTOR's failure to perform which has not been settled or discharged.

5. **No Waivers by WPWMA.** No delay on the part of WPWMA in exercising any rights under this Guaranty or failure to exercise such rights shall operate as a waiver of such rights. No notice to or demand on GUARANTOR shall be a waiver of any obligation of GUARANTOR or right of WPWMA to take other or further action without notice or demand. No modification or waiver by WPWMA of any of the provisions of this Guaranty shall be effective unless it is in writing and signed by WPWMA and by GUARANTOR, nor shall any waiver by WPWMA be effective except in the specific instance or matter for which it is given.

6. **Attorney's Fees.** In addition to the amounts guaranteed under this Guaranty, GUARANTOR agrees to pay reasonable attorney's fees and all other reasonable costs and expenses incurred by WPWMA in enforcing this Guaranty, or in any action or proceeding arising out of or relating to this Guaranty, including any action instituted to determine the respective rights and obligations of the parties hereunder.

7. **Governing Law; Jurisdiction.** This Guaranty is and shall be deemed to be a contract entered into in and pursuant to the laws of the State of California and shall be governed and construed in accordance with the laws of California without regard to its conflicts of laws rules for all purposes, including, but not limited to, matters of construction, validity and performance. As the Agreement is made and performed in Placer County, GUARANTOR agrees that any action brought by WPWMA to enforce this Guaranty may be brought in Placer Superior Court or the Eastern District of California as applicable. GUARANTOR appoints the following person as its agent for service of process in California:

CT Corporation System
330 North Brand Blvd.
Suite 700
Glendale, California 91203

8. **Severability.** If any portion of this Guaranty is held to be invalid or unenforceable, such invalidity shall have no effect upon the remaining portions of this Guaranty, which shall be severable and continue in full force and effect.

9. **Binding on Successors.** This Guaranty shall inure to the benefit of WPWMA and its successors and shall be binding upon GUARANTOR and its successors, including a successor entity formed by a merger or consolidation, a transferee of substantially all of its assets, and its shareholders in the event of its dissolution or insolvency.

10. **Authority.** GUARANTOR represents and warrants that it has the corporate power to give this guaranty, that its execution of this Guaranty has been authorized by all necessary action

under its Articles of Incorporation and by-laws, and that the person signing this Guaranty on its behalf has authority to do so.

11. Notices. Notice shall be given in writing, deposited in the U.S. mail, registered or certified, first class postage prepaid, addressed as follows:

To WPWMA: 3013 Fiddymment Road
Roseville, CA 95747
Attn: WPWMA Executive Director

To GUARANTOR: 10077 Grogans Mill Rd, Suite 466
The Woodlands, TX 77380
Attn: Dan Brazil, VP of Operations

The parties may change the address to which notice is to be sent by giving the other party notice of the change.

IN WITNESS WHEREOF, GUARANTOR has executed this Guaranty on the day and year first above written.

FCC Environmental Services, LLC

By: 

Inigo Sanz, Chief Executive Officer

By: 

Santiago Carrasco, Chief Financial Officer

SECOND AMENDMENT TO OPERATING AGREEMENT

This SECOND AMENDMENT TO OPERATING AGREEMENT ("**Amendment**"), by and among the **WESTERN PLACER WASTE MANAGEMENT AUTHORITY**, a joint powers authority organized under California law ("**WPWMA**"), FCC Environmental Services, LLC ("**FCC**"), and FCC Environmental Services California, LLC ("**Contractor**"). All capitalized terms not herein defined shall have the meaning ascribed to them in the Agreement (as defined below). The WPWMA, FCC, and Contractor are hereinafter referred to jointly as "**the Parties**" and singularly as a "**Party**".

RECITALS

A. WPWMA and FCC have entered into that certain OPERATING AGREEMENT FOR THE OPERATION OF WESTERN PLACER MATERIALS RECOVERY FACILITY, as it may have been amended (the "**Agreement**").

B. As set forth in Section 9.5 of the Agreement, FCC may assign its interest in the Agreement to a wholly-owned subsidiary under certain terms and conditions, including FCC's execution of a guaranty for its subsidiary's performance of the Agreement.

C. The Parties wish to approve the assignment of the Agreement to Contractor upon FCC's execution of a guaranty as set forth below.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the Parties hereby agree as follows:

1. Recitals. The above Recitals are true and correct and form a substantive part of this Amendment.
2. Defined Terms. All capitalized terms shall have the meaning ascribed to them in the Agreement unless otherwise noted.
3. Assignment. Pursuant to Section 9.5, WPWMA approves the assignment of FCC's interest in the Agreement to Contractor, which is wholly owned by FCC. This assignment shall be effective upon FCC's execution of the Guaranty (as noted below).
4. Guaranty. Concurrently with approval of the Amendment, FCC shall execute the Guaranty, attached hereto as Exhibit A and incorporated by reference.
5. Interpretation with the Agreement. This Amendment is an amendment to the Agreement as set forth in Section 12.6 of the Agreement. This Amendment shall control over any conflict or inconsistency with the Agreement. Except for such conflicts and inconsistencies, this Amendment shall be interpreted as part of and in accordance with the applicable terms of the Agreement. Except as set forth in this Amendment, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed effective as of the date next to their signatures.

WESTERN PLACER WASTE
MANAGEMENT AUTHORITY, a joint
powers authority organized under California
law

FCC ENVIRONMENTAL SERVICES, LLC,
a Delaware limited liability company

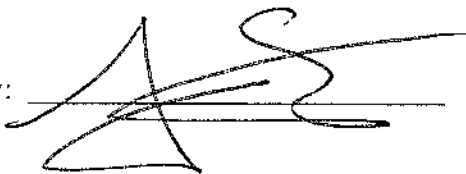
By: _____
Chair

By: _____
President

Iñigo SANZ

CONTRACTOR:

FCC ENVIRONMENTAL SERVICES CALIFORNIA, LLC,
A California limited liability company

By: _____

Iñigo SANZ, CEO

EXHIBIT A

THIS GUARANTY (the "Guaranty") is given as of the 15th day of July, 2022, by FCC Environmental Services, LLC, a Delaware limited liability company, ("GUARANTOR"), to the Western Placer Waste Management Authority, a California joint powers authority ("WPWMA").

THIS GUARANTY is made with reference to the following facts and circumstances:

A. GUARANTOR and WPWMA have executed that Operating Agreement for Operation of the Western Placer Materials Recovery Facility ("Agreement"), which is incorporated herein by this reference.

B. Section 9.5 of the Agreement permits GUARANTOR to assign the Agreement to a wholly-owned entity under specified terms and conditions, including that GUARANTOR execute this Guaranty.

C. Upon execution of this Guaranty, GUARANTOR will assign its interest in the Agreement to FCC Environmental Services California, LLC, a California limited liability company whose sole member is GUARANTOR ("CONTRACTOR").

D. GUARANTOR is a limited liability company organized under the laws of the State of Delaware.

E. It is a requirement of the Agreement that any GUARANTOR assignment of the Agreement must be a form reasonably required by WPWMA.

F. GUARANTOR is providing this Guaranty to induce WPWMA to approve the assignment of the Agreement.

NOW, THEREFORE, in consideration of the foregoing, GUARANTOR agrees as follows:

1. **Guaranty of the Agreement.** GUARANTOR hereby irrevocably and unconditionally guarantees to the WPWMA the complete and timely performance, satisfaction and observation by CONTRACTOR of each and every term and condition of the Agreement which CONTRACTOR is required to perform, satisfy or observe. In the event that CONTRACTOR fails to perform, satisfy or observe any of the terms or conditions of the Agreement, GUARANTOR will promptly and fully perform, satisfy or observe them in the place of the CONTRACTOR. GUARANTOR hereby guarantees prompt payment to WPWMA of each and every sum due from CONTRACTOR to WPWMA under the Agreement, as and when due from time to time, and the prompt performance of every other task and duty required to be performed by the CONTRACTOR under the Agreement.

2. **GUARANTOR's Obligations Are Absolute.** The obligations of the GUARANTOR hereunder are direct, immediate, absolute, continuing, unconditional and unlimited and, with respect to any payment obligation of CONTRACTOR under the Agreement, shall constitute a guarantee of payment and not of collection, and are not conditioned upon the genuineness, validity, regularity or enforceability of the Agreement.

3. **Waivers and Subordination.** The GUARANTOR shall have no right to terminate this Guaranty or to be released, relieved, exonerated or discharged from its obligations under Section 1 hereof for any reason whatsoever, including, without limitation: (1) the insolvency, bankruptcy, reorganization or cessation of existence of the CONTRACTOR; (2) any amendment, modification or waiver of any provision of the Agreement or the extension of its Term (as defined in the Agreement); (3) the actual or purported rejection of the Agreement by a trustee in bankruptcy, or any limitation on any claim in bankruptcy resulting from the actual or purported termination of the Agreement; (4) any waiver, extension, release or modification with respect to any of the obligations of the Agreement guaranteed hereunder or the impairment or suspension of any of WPWMA's rights or remedies against CONTRACTOR; or (5) any merger or consolidation of the CONTRACTOR with any other organization, or any sale, lease or transfer of any or all the assets of the CONTRACTOR.

The GUARANTOR hereby waives any and all rights, benefits and defenses under California Civil Code Sections 2815, 2819, 2845, and 2850, and California Code of Civil Procedure Section 580b, if applicable. WPWMA may unqualifiedly exercise in its sole discretion any or all rights and remedies available to it against CONTRACTOR or any other guarantor or pledgor without impairing WPWMA's rights and remedies in enforcing this Guarantee. The GUARANTOR hereby waives and agrees to waive at any future time at the request of WPWMA, to the extent now or then permitted by applicable law, any and all rights which the GUARANTOR may have or which at any time hereafter may be conferred upon it, by statute, regulation or otherwise, to avoid any of its obligations under, or to terminate, cancel, quit or surrender this Guaranty. Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not, unless otherwise agreed to by WPWMA and GUARANTOR, affect the liability of the GUARANTOR hereunder: (a) at any time or from time to time, without notice to the GUARANTOR, the time for CONTRACTOR's performance of or compliance with any of its obligations under the Agreement is extended, or such performance or compliance is waived; (b) the Agreement is modified or amended in any respect; (c) any other indemnification with respect to CONTRACTOR's obligations under the Agreement or any security therefor is released or exchanged in whole or in part or otherwise dealt with; (d) any assignment of the Agreement is effected which does not require WPWMA's approval; or (e) any termination or suspension of the Agreement arising by reason of a default by CONTRACTOR.

If all or any portion of the obligations guaranteed hereunder are paid or performed, GUARANTOR's obligations hereunder shall continue and remain in full force and effect in the event that all or any part of such payment or performance is avoided or recovered directly or indirectly from WPWMA as a preference, fraudulent transfer or otherwise, irrespective of (a) any notice of revocation given by GUARANTOR or CONTRACTOR prior to such avoidance or recovery, or (b) payment in full of any obligations then outstanding.

The GUARANTOR expressly subordinates and waives its rights to subrogation, reimbursement, contribution or indemnity with respect to performance by GUARANTOR of the obligations of CONTRACTOR guaranteed hereby, until such time as WPWMA receives payment or performance in full of all such obligations.

4. **Term.** This Guaranty is not limited to any period of time, but shall continue in full force and effect until all of the terms and conditions of the Agreement have been fully performed

by CONTRACTOR, and GUARANTOR shall remain fully responsible under this Guaranty without regard to the acceptance by WPWMA of any performance bond or other collateral to assure the performance of CONTRACTOR's obligations under the Agreement. GUARANTOR shall not be released of its obligations hereunder so long as there is any claim by WPWMA against CONTRACTOR arising out of the Agreement based on CONTRACTOR's failure to perform which has not been settled or discharged.

5. **No Waivers by WPWMA.** No delay on the part of WPWMA in exercising any rights under this Guaranty or failure to exercise such rights shall operate as a waiver of such rights. No notice to or demand on GUARANTOR shall be a waiver of any obligation of GUARANTOR or right of WPWMA to take other or further action without notice or demand. No modification or waiver by WPWMA of any of the provisions of this Guaranty shall be effective unless it is in writing and signed by WPWMA and by GUARANTOR, nor shall any waiver by WPWMA be effective except in the specific instance or matter for which it is given.

6. **Attorney's Fees.** In addition to the amounts guaranteed under this Guaranty, GUARANTOR agrees to pay reasonable attorney's fees and all other reasonable costs and expenses incurred by WPWMA in enforcing this Guaranty, or in any action or proceeding arising out of or relating to this Guaranty, including any action instituted to determine the respective rights and obligations of the parties hereunder.

7. **Governing Law; Jurisdiction.** This Guaranty is and shall be deemed to be a contract entered into in and pursuant to the laws of the State of California and shall be governed and construed in accordance with the laws of California without regard to its conflicts of laws rules for all purposes, including, but not limited to, matters of construction, validity and performance. As the Agreement is made and performed in Placer County, GUARANTOR agrees that any action brought by WPWMA to enforce this Guaranty may be brought in Placer Superior Court or the Eastern District of California as applicable. GUARANTOR appoints the following person as its agent for service of process in California:

CT Corporation System
330 North Brand Blvd.
Suite 700
Glendale, California 91203

8. **Severability.** If any portion of this Guaranty is held to be invalid or unenforceable, such invalidity shall have no effect upon the remaining portions of this Guaranty, which shall be severable and continue in full force and effect.

9. **Binding on Successors.** This Guaranty shall inure to the benefit of WPWMA and its successors and shall be binding upon GUARANTOR and its successors, including a successor entity formed by a merger or consolidation, a transferee of substantially all of its assets, and its shareholders in the event of its dissolution or insolvency.

10. **Authority.** GUARANTOR represents and warrants that it has the corporate power to give this guaranty, that its execution of this Guaranty has been authorized by all necessary action

under its Articles of Incorporation and by-laws, and that the person signing this Guaranty on its behalf has authority to do so.

11. Notices. Notice shall be given in writing, deposited in the U.S. mail, registered or certified, first class postage prepaid, addressed as follows:

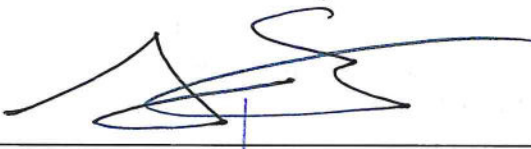
To WPWMA: 3013 Fiddymment Road
Roseville, CA 95747
Attn: WPWMA Executive Director

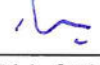
To GUARANTOR: 10077 Grogans Mill Rd, Suite 466
The Woodlands, TX 77380
Attn: Dan Brazil, VP of Operations

The parties may change the address to which notice is to be sent by giving the other party notice of the change.

IN WITNESS WHEREOF, GUARANTOR has executed this Guaranty on the day and year first above written.

FCC Environmental Services, LLC

By: 
Inigo Sanz, Chief Executive Officer

By: 
Santiago Carrasco, Chief Financial Officer

FIRST AMENDMENT TO AGREEMENT FOR DESIGN-BUILD SERVICES

This FIRST AMENDMENT TO AGREEMENT FOR DESIGN-BUILD SERVICES (“**Amendment**”), by and among the **WESTERN PLACER WASTE MANAGEMENT AUTHORITY**, a joint powers authority organized under California law (“**WPWMA**”), FCC Environmental Services, LLC (“**FCC**”), and FCC Environmental Services California, LLC (“**Contractor**”). All capitalized terms not herein defined shall have the meaning ascribed to them in the Agreement (as defined below). The WPWMA, FCC, and Contractor are hereinafter referred to jointly as “**the Parties**” and singularly as a “**Party**”.

RECITALS

A. WPWMA and FCC have entered into that certain AGREEMENT FOR DESIGN-BUILD SERVICES (the “**Agreement**”).

B. As set forth in Section 18.2 of the Agreement, FCC may assign its interest in the Agreement to a limited liability company or corporation formed to conduct business in California and wholly owned by FCC.

C. The Parties wish to approve the assignment of the Agreement to Contractor.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the Parties hereby agree as follows:

1. Recitals. The above Recitals are true and correct and form a substantive part of this Amendment.
2. Defined Terms. All capitalized terms shall have the meaning ascribed to them in the Agreement unless otherwise noted.
3. Assignment. Pursuant to Section 18.2, FCC assigns its interest in the Agreement to Contractor, which is wholly owned by FCC. This assignment shall be effective upon the execution of this Amendment.
4. Interpretation with the Agreement. This Amendment shall control over any conflict or inconsistency with the Agreement. Except for such conflicts and inconsistencies, this Amendment shall be interpreted as part of and in accordance with the applicable terms of the Agreement. Except as set forth in this Amendment, the Agreement remains in full force and effect.

{Signatures on following page}

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed effective as of the date next to their signatures.

WESTERN PLACER WASTE
MANAGEMENT AUTHORITY, a joint
powers authority organized under California
law

FCC ENVIRONMENTAL SERVICES,
LLC, a Delaware limited liability company

By: _____
Chair

By: _____
Chief Executive Officer

CONTRACTOR:

FCC ENVIRONMENTAL SERVICES CALIFORNIA, LLC,
A California limited liability company

By: _____

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**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **JULY 21, 2022**
FROM: **KEN GREHM / WILL SCHEFFLER** *WS*
SUBJECT: **EQUIPMENT LOAN AND INDEMNIFICATION AGREEMENT**

RECOMMENDED ACTION:

Ratify the Equipment Loan and Indemnification Agreement between FCC and WPWMA executed by the Executive Director that allows FCC to utilize WPWMA-owned vehicles while performing services in accordance with the MRF Operating Agreement.

BACKGROUND:

At the July 11, 2019 meeting, your Board approved the Sixth Amendment to the MRF Operating Agreement with Nortech Waste, LLC. As part of that amendment, the WPWMA agreed to reimburse Nortech for the purchase of California Air Resource Board (CARB) compliant heavy-duty vehicles. Additionally, the amendment afforded the WPWMA the discretionary optional right to purchase the applicable vehicles from Nortech at the expiration of agreement for a total of \$1.00.

On April 29, 2022, WPWMA staff notified Nortech in writing that WPWMA intended to exercise its option to purchase the vehicles. On June 30, 2022, Nortech provided WPWMA staff with signed titles and keys for the vehicles.

During the transition process from Nortech to FCC Environmental Services (FCC), FCC staff indicated their desire to purchase the subject vehicles from the WPWMA and that FCC wanted to utilize the vehicles when it started operating the facility on July 1st. Acknowledging that seeking your Board's approval to sell the vehicles to FCC could not occur prior to the start of operations, FCC requested it be allowed to utilize the vehicles until your Board could consider whether or not to sell the vehicles to FCC.

The parties agreed temporary usage of the vehicles was reasonable; staff developed the attached Equipment Loan and Indemnification Agreement which the parties executed prior to the start of operations on July 1st. Considering the estimated value of the vehicles (generally agreed by the parties to be in excess of \$1 million), staff believe it is appropriate that your Board ratify the agreement.

ENVIRONMENTAL CLEARANCE:

Ratifying the Equipment Loan and Indemnification Agreement 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:

There is no direct fiscal impact associated with ratifying the Equipment Loan and Indemnification Agreement.

ATTACHMENT: EQUIPMENT LOAN AND INDEMNIFICATION AGREEMENT

EQUIPMENT LOAN AND INDEMNIFICATION AGREEMENT

THIS AGREEMENT ("Agreement") is entered into this 1st day of July, 2022 ("Effective Date"), by and between the Western Placer Waste Management Authority, a joint powers authority organized under California law ("WPWMA"), and FCC Environmental Services, LLC, a Delaware limited liability company ("FCC"). WPWMA and FCC are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. WPWMA and FCC have entered into that certain Operating Agreement for the Operation of the Western Placer Materials Recovery Facility (the "Operating Agreement"), effective July 1, 2022.

B. FCC wishes to borrow certain equipment as described in Exhibit A ("Equipment") for use in connection with the Operating Agreement.

C. WPWMA is willing to allow FCC to use its equipment in connection with the Operating Agreement on the terms and conditions set forth below.

NOW THEREFORE, in consideration of the above facts and for the covenants and agreements contained herein, the Parties hereto agree as follows:

TERMS

1. License. The WPWMA hereby grants FCC the exclusive right to use the Equipment described in Exhibit A attached hereto and incorporated herein by this reference, in connection with the Operating Agreement ("License"). Upon the expiration or termination of the License, FCC shall immediately return the Equipment to WPWMA unless otherwise agreed to in writing. FCC shall be liable to the WPWMA for any and all damage to Equipment arising out of its use of the Equipment in connection with this Agreement.

2. Term. The term of this Agreement and License shall begin on the Effective Date and continue until terminated by either party upon thirty (30) days' notice. In addition, WPWMA may terminate this Agreement and the License immediately and without notice for safety reasons. It is within the sole discretion of WPWMA to determine if and when safety concerns exist which require immediate termination or revocation of the License. WPWMA shall incur no liability or obligation upon exercising any of the termination rights listed herein.

3. FCC Personnel. FCC warrants and agrees that only FCC volunteers, employees and agents ("Personnel") who are qualified to use the Equipment shall use the Equipment.

4. Indemnification & Release of Liability. FCC, on behalf of itself, officers, employees, agents and volunteers, hereby releases and forever discharges WPWMA and each of its elected officials, officers, employees, agents and volunteers from any and all known and unknown, certain or contingent obligations, liabilities, demands, claims, costs, expenses, debts, controversies, damages, actions, and causes of action (collectively "Claims") of every nature, character, or description which they may have against WPWMA, arising from or in any way

related to the Equipment, the License or this Agreement, to the extent any such Claim arises during the term of this Agreement. FCC's obligation to indemnify WPWMA under this Agreement shall include the obligation of FCC to defend WPWMA with legal counsel of WPWMA's own choosing. In the event WPWMA elects not to select such counsel, the designation of such counsel shall be made by the FCC but shall be subject to prior approval by WPWMA.

FCC HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 ("SECTION 1542"), WHICH IS SET FORTH BELOW:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

BY INITIALING BELOW, FCC HEREBY WAIVES THE PROVISIONS OF SECTION 1542 IN CONNECTION WITH THE RELEASED MATTERS.



Initials of FCC Representative

5. Insurance. FCC shall, at its expense, procure and maintain for the duration of its obligations under this Agreement insurance against claims for injuries to persons or damages to property which may arise from or be in connection with the activities conducted by FCC, its agents, representatives, and employees. The insurance shall take the form of a commercial general liability policy, to include bodily injury, personal injury, and property damage coverage, written on an occurrence basis with a company reasonably acceptable to WPWMA, in an amount not less than One Million Dollars (\$1,000,000) to cover any activities performed by any person under the permission granted herein and any damage or loss suffered or incurred by WPWMA, its elected officials, officers, agents and employees resulting from such activity. To the extent required by state law, FCC shall maintain workers' compensation and employer's liability insurance coverage in the statutorily required amounts. FCC shall require its insurer to waive all rights of subrogation against WPWMA, its elected officials, officers, employees, agents, and volunteers, except for any liability resulting from the willful or grossly negligent acts of WPWMA. However, allowing FCC to use the Equipment in connection with the Agreement is not and shall not be interpreted as such a disqualifying willful or grossly negligent act of WPWMA. The FCC will provide evidence of such insurance coverage to WPWMA's satisfaction upon WPWMA's request. At WPWMA's request, the FCC shall cause all such policies to be endorsed to add WPWMA, its Board of Directors, its employees, agents, and volunteers as Additional Insured.

6. "As Is" Condition. FCC accepts this License subject to the "As Is" condition of the Equipment, and subject to any condition that may exist, without any representation or warranty by WPWMA. FCC acknowledges and agrees that WPWMA makes no representations or

warranties, express or implied, as to the Equipment. FCC has conducted all inspections of the Equipment to its full and complete satisfaction, and acknowledges that it will be using the Equipment with full knowledge of any and all conditions of the Equipment. FCC hereby assumes the risk that certain conditions may exist with the Equipment, and hereby releases WPWMA of and from any and all claims, actions, demands, rights, damages, costs or expenses that might arise out of or in connection with any such condition of the Equipment.

7. Laws and Regulations. FCC shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Agreement or the use of the Equipment, including all Cal/OSHA requirements, and shall give all notices required by law. FCC shall be liable for all violations of such laws and regulations in connection with this Agreement. FCC shall defend, indemnify and hold WPWMA, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

8. Notices. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement to be served on or given to either Party to this Agreement shall be in writing and shall be deemed duly served or given when personally delivered to the Party to whom it is directed or to any managing or executive officer or director of that Party in lieu of personal service when deposited in the United States mail, first class postage prepaid, addressed as follows:

If to WPWMA to: Western Placer Waste Management Authority Attn: Executive Director 3013 Fiddymont Road Roseville, CA 95747	If to FCC to: FCC Environmental Services, LLC Attn: Dan Brazil, VP of Operations 10077 Grogans Mill Rd, Suite 466 The Woodlands, Texas 77380
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9. Survival. FCC's obligations to WPWMA as set forth in Sections 3, 4 and 5 of this Agreement shall survive the expiration or termination of the term of this Agreement and shall remain in effect until there is no risk to WPWMA of liability for any claims or losses due to FCC's or any Personnel's use of the Equipment.

10. Interpretation. The provisions of this Agreement are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to WPWMA.

11. Relationship of the Parties. The Parties expressly intend and agree that the FCC, in performing any action contemplated by this Agreement shall act as an independent contractor. FCC acknowledges that it is not an agent of WPWMA.

12. Attorneys' Fees and Costs. In the event that any action or proceeding is commenced between WPWMA and the FCC to enforce or interpret any term of this Agreement, the

prevailing party in such action or proceeding, in addition to all other relief to which it may be entitled, shall be entitled to recover from the other party the prevailing party's costs of suit and reasonable attorneys' fees. The attorneys' costs and fees recoverable pursuant to this section include, without limitation, attorneys' costs and fees incurred on appeal and those incurred in enforcing any judgment rendered. Attorneys' costs and fees may be recovered as an element of costs in the underlying action or proceeding or in a separate recovery action.

13. Entire Agreement. This written document contains the entire agreement of the Parties and supersedes any prior oral or written statements or agreements between the Parties, as it relates to the contents herein. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the Parties.

14. Waiver and Severability. No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or of any other covenant or condition. If any provision of this Agreement is invalid or unenforceable with respect to any Party, the remainder of this Agreement shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

16. Authority; Binding on Successors and Assigns. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to enter into this Agreement and bind each respective Party. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

17. Governing Law and Venue. This Agreement shall be governed by the laws of the State of California. Any action to interpret or enforce this Agreement shall be brought and maintained exclusively in the courts of and for Placer County, California.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the Effective Date.

WESTERN PLACER WASTE
MANAGEMENT AUTHORITY, a joint
powers authority organized under California
law

FCC Environmental Services, LLC, a
Delaware limited liability company

By:  for Ken Grehm
Executive Director

By:  JUAN GONZALEZ
VP of Procurement

Exhibit "A"
EQUIPMENT

PROPERTY DESCRIPTION	VIN	ASSET ID
2011 Kenworth T-370	2NKHLN9X2BM281486	KW-11
2011 Kenworth T-370	2NKHLN9X4BM281487	KW-12
2012 Peterbilt Model 384	1XPVDP9X5CD154931	PB-2
2012 Peterbilt Model 384	1XPVDP9X2CD154935	PB-3
2015 Kenworth T-880	1NKZL40X1FJ468565	KW-13
2018 Kenworth T-880	1NKZL40X6JJ204797	KW-14
2014 Kenworth T-800	1XKDD49X2EJ417963	KW-15
Volvo Tractor	4V4NC9EII3FN183748	VV-1
Volvo Tractor	4V4NC9EH1FN183750	VV-2
2017 Freightliner Water Truck	3ALACWDT7HDJG6196	WTRK-3
2015 FL70 2000G Water Truck	3ALACWDU4FDH8021	WTRK-4
2014 Kenworth T800 (T680)	1XKYD49X8FJ438240	KW-16
2021 Kenworth T440	3WKBDJ9X9MF462214	KW-17
2021 Kenworth T440	3WKBDJ9X0MF462215	KW-18
Kenworth T440	3WKBDJ9X7MF462213	KW-19

**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS**

DATE: **JULY 21, 2022**

FROM: **KEN GREHM / ERIC ODDO** 

SUBJECT: **DESIGNATION OF THE WPWMA SECRETARY**

RECOMMENDED ACTION:

Adopt Resolution 22-04 which designates the WPWMA's Program Manager as the WPWMA Secretary.

BACKGROUND:

The WPWMA was formed via a Joint Exercise of Powers Agreement, between the Cities of Roseville, Rocklin, Lincoln and the County of Placer on October 3, 1978.

Article 9 "Officers and Employees" of the agreement states, in part, that:

"The Board shall elect a Chairman from among its members and shall appoint a Secretary who may, but need not, be a member of the Board."

Staff have been unable to locate any records where your Board previously appointed a staff or Board member to the Secretary position; historically the functions of the Secretary have been performed by various WPWMA staff members ranging from the Clerk to the Program Manager.

During development of bond-related documents, Bond Counsel noted that there does not appear to be a formal appointment of the Secretary by the Board and recommended your Board appoint a management-level staff position to serve as Secretary. Staff recommend your Board appoint the Program Manager to this position.

ENVIRONMENTAL CLEARANCE:

Designating the WPWMA Secretary 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:

There is no direct fiscal impact to the WPWMA by formally designating the Secretary.

ATTACHMENT: RESOLUTION 22-04

Before the Board of Directors

Western Placer Waste Management Authority

In the matter of:

Resolution No. 22-04

APPOINTMENT OF THE POSITION OF SECRETARY TO THE WPWMA

The following **RESOLUTION** was duly passed by the Board of Directors of the Western Placer Waste Management Authority at a regular meeting held July 21, 2022, by the following vote on roll call:

Ayes:

Noes:

Abstain:

Absent:

Signed and approved by me after its passage.

Chair, Western Placer
Waste Management Authority

Clerk of said Board

WHEREAS, the Western Placer Waste Management Authority (WPWMA) is a is a joint exercise of powers authority organized and existing under the Joint Exercise of Powers Law (constituting Chapter 5 of Division 7 of Title 1 of the California Government Code);

WHEREAS, the Cities of Roseville, Rocklin, Lincoln and the County of Placer formally executed the Joint Exercise of Powers Agreement dated October 3, 1978 which formed the WPWMA and which was later amended by the First Amendment as of August 25, 1987, the Second Amendment as of October 25, 1988, the Third Amendment as of November 21, 1989, the Fourth Amendment as of July 31, 1990, the Fifth Amendment as of October 1, 1993 and the Sixth Amendment as of April 14, 2005 (the "Agreement"); and

WHEREAS, Section 9 of the Agreement provides that the WPWMA Board of Directors shall appoint a Secretary who may, but need not, be a member of the WPWMA Board of Directors; and

WHEREAS, files indicating the past appointment of a Secretary by the WPWMA Board of Directors are missing or lost; and

WHEREAS, pursuant to Section 9 of the Agreement, the WPWMA Board of Directors wishes to appoint the WPWMA Program Manager to be the Secretary of the WPWMA Board of Directors.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Western Placer Waste Management Authority, as follows:

1. Recitals. The WPWMA Board of Directors hereby finds that the facts set forth in the recitals to this Resolution are true and correct.
2. Appointment of Secretary. The WPWMA Board of Directors hereby appoints the individual acting from time to time as the WPWMA Program Manager to be the Secretary of the Board of Directors.
3. Further Authority. The officers of the WPWMA or their designees are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.
4. Effective Date. This Resolution shall take effect immediately upon its adoption.

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**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS**

DATE: **JULY 21, 2022**

FROM: **KEN GREHM / ERIC ODDO** 

SUBJECT: **DEBT MANAGEMENT AND DISCLOSURE POLICY**

RECOMMENDED ACTION:

1. Adopt Resolution 22-05 which serves to formally adopt a WPWMA-specific debt management and disclosure policy; and
2. Receive training on Securities and Exchange Commission Disclosure Requirements and Obligations from Bond/Disclosure Counsel.

BACKGROUND:

As part of the preparations for issuing revenue bonds to finance planned modifications to the MRF, Bond/Disclosure Counsel advised staff that adoption of a WPWMA-specific debt management policy is required and a disclosure policy highly recommended.

In accordance with California Government Code Section 8855(i), the WPWMA is required to submit, no later than thirty (30) days prior to the sale of bonds, documentation that it has adopted local debt policies concerning the use of debt and that the contemplated debt issuance is consistent with those local debt policies.

Furthermore, the debt management policy must address the following:

1. The purposes for which the debt proceeds may be used.
2. The types of debt that may be issued.
3. The relationship of the debt to, and integration with, the issuer's capital improvement program or budget, if applicable.
4. Policy goals related to the issuer's planning goals and objectives.
5. The internal control procedures that the issuer has implemented, or will implement, to ensure that the proceeds of the proposed debt issuance will be directed to the intended use.

Establishing and adopting the debt management policy serves to:

1. Maintain the WPWMA's sound financial position.
2. Ensure the WPWMA has the flexibility to respond to changes in future service priorities, revenue levels, and operating expenses and to respond to the needs of the Member Agencies.
3. Protect the WPWMA's credit-worthiness and exposure to financial and legal liabilities.
4. Ensure that all debt is structured to protect both current and future WPWMA customers and rate payers.
5. Help ensure that the WPWMA's debt is consistent with the WPWMA's planning goals and objectives and capital improvement program or budget, as applicable.

The disclosure policy is intended to establish and implement the practices and procedures necessary to ensure compliance with applicable federal and state securities laws and to reduce exposure of the WPWMA to liability associated with possible misstatements and omissions in the WPWMA's disclosure documents.

Additionally, the disclosure policy specifies that disclosure training for select staff and your Board shall be provided by Disclosure Counsel. Staff will work with Disclosure Counsel to provide the required training and document it has been completed.

ENVIRONMENTAL CLEARANCE:

Adopting a debt management and disclosure policy 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:

There is no direct fiscal impact to the WPWMA by approving a debt management and disclosure policy.

ATTACHMENT: RESOLUTION 22-05
DEBT MANAGEMENT AND DISCLOSURE POLICY

Before the Board of Directors

Western Placer Waste Management Authority

In the matter of:

Resolution No. 22-05

ADOPTION OF A DEBT MANAGEMENT AND DISCLOSURE POLICY

The following **RESOLUTION** was duly passed by the Board of Directors of the Western Placer Waste Management Authority at a regular meeting held July 21, 2022, by the following vote on roll call:

Ayes:

Noes:

Abstain:

Absent:

Signed and approved by me after its passage.

Chair, Western Placer
Waste Management Authority

Attest:

Clerk of said Board

WHEREAS, the Western Placer Waste Management Authority (WPWMA) is a joint exercise of powers authority organized and existing under the Joint Exercise of Powers Law (constituting Chapter 5 of Division 7 of Title 1 of the California Government Code) and a Joint Exercise of Powers Agreement, dated as of October 3, 1973 (as amended), by and between the County of Placer and the Cities of Roseville, Rocklin, and Lincoln; and

WHEREAS, pursuant to Senate Bill 1029, which was signed by the California Governor on September 12, 2016, California public agencies that issue debt must adopt debt management policies that meet certain criteria; and

WHEREAS, the Securities and Exchange Commission recommends that issuers of municipal securities adopt policies and procedures to govern compliance and implement

training with respect to their initial disclosure and continuing disclosure undertakings;
and

WHEREAS, in response to SB 1029 and the SEC's recommendations and in order to adhere to sound financial management practices, the WPWMA finds it desirable to adopt and maintain a debt management and disclosure policy; and

WHEREAS, there has been presented at this meeting a proposed form of debt management and disclosure policy, which is attached hereto as Exhibit A (the "Policy");
and

WHEREAS, the Board of Directors wishes at this time to approve the Policy as being in the best interests of the WPWMA;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Western Placer Waste Management Authority, as follows:

1. Recitals. The Board of Directors hereby finds that the facts set forth in the recitals to this Resolution are true and correct.
2. Approval of Policy. The Board of Directors hereby approves and adopts the attached Policy as the Debt Management and Disclosure Policy for the WPWMA.
3. Effective Date. This Resolution and Policy shall take effect immediately upon its adoption.

WESTERN PLACER WASTE MANAGEMENT AUTHORITY DEBT MANAGEMENT POLICY AND DISCLOSURE POLICY

This Debt Management Policy and Disclosure Policy (the “Policy”) of the Western Placer Waste Management Authority (the “WPWMA”) was approved by the WPWMA’s Board of Directors on _____, 2022. The Policy may be amended by the Board of Directors as it deems appropriate from time to time in the prudent management of the debt of the WPWMA. Any approval of debt by the Board of Directors that is not consistent with this Policy shall constitute a waiver of this Policy.

The WPWMA is a joint exercise of powers authority established under the Joint Exercise of Powers Law (constituting Chapter 5 of Division 7 of Title 1 of the California Government Code) (the “Act”) pursuant to a Joint Exercise of Powers Agreement, dated as of October 3, 1973 (as amended, the “Agreement”), by and between the County of Placer (the “County”) and the Cities of Roseville (the “City of Roseville”), Rocklin (the “City of Rocklin”), and Lincoln (the “City of Lincoln”; together with the City of Roseville and the City of Rocklin, the “Cities”).

1. Findings

(a) Debt Management.

This Policy is intended to comply with Government Code Section 8855(i), effective on January 1, 2017, and shall govern all debt undertaken by the WPWMA.

The WPWMA hereby recognizes that a fiscally prudent Policy is required in order to:

- Maintain the WPWMA’s sound financial position.
- Ensure the WPWMA has the flexibility to respond to changes in future service priorities, revenue levels, and operating expenses and to respond to the needs of its members.
- Protect the WPWMA’s credit-worthiness and exposure to financial and legal liabilities.
- Ensure that all debt is structured in order to protect both current and future taxpayers, ratepayers and constituents of the WPWMA.
- Help ensure that the WPWMA’s debt is consistent with the WPWMA’s planning goals and objectives and capital improvement program or budget, as applicable.

(b) Disclosure.

This Policy is intended to establish and implement the practices and procedures necessary to ensure compliance with applicable federal and state securities laws. The disclosure policies and procedures set forth in this Policy are also intended to: reduce exposure of the WPWMA and its officials and employees to liability for damages and enforcement actions based on misstatements and omissions in the WPWMA’s disclosure documents; to reduce borrowing costs by promoting good investor relations; and to protect the public by avoiding damage to residents of the WPWMA, members of the WPWMA and other third parties from misstatements or omissions in the WPWMA’s disclosure documents.

2. Debt Management Policies

(a) Purposes For Which Debt May Be Issued.

- (i) Debt may be issued to finance or refinance the construction, acquisition, and rehabilitation of real and personal property, capital improvements, equipment, furnishings, and any other capital facilities, to be owned and operated by the WPWMA, and for such other purposes as may be authorized under the Agreement, the Act and any other applicable laws.

- (ii) Short-term debt may be issued to provide financing for the WPWMA's operational cash flows in order to maintain a steady and even cash flow balance.
- (iii) Debt financings must satisfy the following requirements:
 - (A) The issuance of the debt will comply with the Agreement, the Act and any other applicable state and federal law.
 - (B) The Executive Director has made an independent recommendation for approval of the transaction.
 - (C) The debt must be approved by the Board.

(b) Types of Debt.

For purposes of this Policy, "debt" shall be interpreted broadly to mean bonds, notes, certificates of participation, financing leases, or other financing obligations, but the use of such term in this Policy shall be solely for convenience and shall not be interpreted to characterize any such obligation as an indebtedness or debt within the meaning of any statutory or constitutional debt limitation where the substance and terms of the obligation comport with exceptions thereto.

The following types of debt are allowable under this Policy:

- general obligation bonds
- bond or grant anticipation notes
- lease revenue bonds, certificates of participation and lease-purchase transactions
- enterprise revenue bonds and certificates of participation
- tax and revenue anticipation notes
- any other type of debt permitted under the Agreement and authorized by the Act or other applicable law

The WPWMA may from time to time find that other forms of debt would be beneficial to further its public purposes and may approve such debt without an amendment of this Policy.

Debt shall be issued as fixed rate debt unless the WPWMA makes a specific determination as to why a variable rate issue would be beneficial to the WPWMA in a specific circumstance.

(c) Relationship of Debt to Capital Improvement Program and Budget.

The WPWMA is committed to long-term capital planning. The WPWMA intends to issue debt for the purposes stated in this Debt Policy and to implement policy decisions incorporated in the WPWMA's capital budget and the capital improvement plan.

The WPWMA shall strive to fund the upkeep and maintenance of its infrastructure and facilities due to normal wear and tear through the expenditure of available operating revenues. The WPWMA shall seek to avoid the use of debt to fund infrastructure and facilities improvements that are the result of normal wear and tear.

The WPWMA shall integrate its debt issuances with the goals of its capital improvement program by timing the issuance of debt to ensure that projects are available when needed in furtherance of the WPWMA's public purposes.

The WPWMA shall seek to avoid the use of debt to fund infrastructure and facilities improvements in circumstances when the sole purpose of such debt financing is to reduce annual budgetary expenditures.

The WPWMA shall seek to issue debt in a timely manner to avoid having to make unplanned expenditures for capital improvements or equipment from its general fund.

(d) Policy Goals Related to Planning Goals and Objectives.

The WPWMA is committed to long-term financial planning, maintaining appropriate reserve levels and employing prudent practices in governance, management and budget administration. The WPWMA intends to issue debt for the purposes stated in this Policy and to implement policy decisions incorporated in the WPWMA's annual operations budget.

It is a policy goal of the WPWMA to protect taxpayers, ratepayers and constituents by utilizing conservative financing methods and techniques so as to obtain the highest practical credit ratings (if applicable) and the lowest practical borrowing costs.

The WPWMA will comply with applicable state and federal law as it pertains to the maximum term of debt and the procedures for levying and imposing any related taxes, assessments, rates and charges.

When refinancing debt, it shall be the policy goal of the WPWMA to realize, whenever possible, and subject to any overriding non-financial policy considerations, (i) minimum net present value debt service savings equal to or greater than 3.0% of the refunded principal amount, and (ii) present value debt service savings equal to or greater than 100% of any escrow fund negative arbitrage.

(e) Internal Control Procedures.

When issuing debt, in addition to complying with the terms of this Policy, the WPWMA shall comply with any other applicable policies regarding initial bond disclosure, continuing disclosure, post-issuance compliance, and investment of bond proceeds.

The WPWMA will periodically review the requirements of and will remain in compliance with the following:

- any continuing disclosure undertakings under SEC Rule 15c2-12,
- any federal tax compliance requirements, including without limitation arbitrage and rebate compliance, related to any prior bond issues, and
- any requirements of State agencies such as the Office of the State Treasurer, the California Debt and Investment Advisory Commission, the California Debt Limit Allocation Committee and the California Tax Credit Allocation Committee.

It is the policy of the WPWMA to ensure that proceeds of debt are spent only on lawful and intended uses. Whenever reasonably possible, proceeds of debt will be held by a third-party trustee and the WPWMA will submit written requisitions for such proceeds.

3. Disclosure Policies

(a) Disclosure Coordinator.

The Treasurer of the WPWMA shall be the disclosure coordinator of the WPWMA (the "Disclosure Coordinator"). It is the policy of the WPWMA that the Disclosure Coordinator will regularly consult with the Program Manager, the Auditor and the WPWMA Counsel with respect to the disclosure matters describes in this Policy.

(b) Outside Professionals.

It is the WPWMA's policy to establish continuing working relationships with professional advisors with expertise in the area of public finance and federal securities laws applicable to the issuance of securities by the WPWMA. Pursuant to the Securities and Exchange

Commission's ("SEC") Independent Registered Municipal Advisor Rule ("IRMA"), the WPWMA shall maintain a contract with an independent registered municipal advisor.

(c) Review and Approval of Official Statements.

The Disclosure Coordinator shall review any Official Statement prepared in connection with any debt issuance by the WPWMA in order to ensure there are no misstatements or omissions of material information in any sections that contain descriptions of information prepared by the WPWMA.

In connection with its review of the Official Statement, the Disclosure Coordinator shall consult with third parties, including outside professionals assisting the WPWMA, and all members of WPWMA staff, to the extent that the Disclosure Coordinator concludes that they should be consulted so that the Official Statement will include all "material" information (as defined for purposes of federal securities law).

In connection with its review of the Official Statement, the Disclosure Coordinator shall also consult with representatives of the County and the Cities to the extent necessary.

As part of the review process, and prior to submitting any Official Statements to the Board of Directors for approval, the Disclosure Coordinator shall submit all Official Statements to the Program Manager, the Executive Director, the Auditor and the WPWMA Counsel of the WPWMA for their review.

The Program Manager shall review the Official Statement and shall take primary responsibility for those sections of the Official Statement describing the operations of the WPWMA.

WPWMA Counsel shall review the Official Statement and shall draft for the Official Statement descriptions of (i) any material current, pending or threatened litigation, (ii) any material settlements or court orders and (iii) any other legal issues that are material information for purposes of the Official Statement.

The Auditor shall review the Official Statement to identify any material difference in presentation of financial information from the WPWMA's financial statements and ensure there are no misstatements or omissions of material information in any sections that contain descriptions of information prepared by the Auditor (or the Auditor's staff) or of relevance to the finances of the WPWMA. In addition, the Auditor shall determine whether the WPWMA's then-available Financial Statements are appropriate to be included in the Official Statement and whether to seek the consent of the WPWMA's outside auditor to including the Financial Statements in the Official Statement.

The Executive Director is responsible for ensuring that key WPWMA staff participates in preparation of the Official Statement.

After receiving feedback from the Program Manager, the Executive Director, the Auditor and the WPWMA Counsel, the Disclosure Coordinator shall submit an Official Statement to the Board of Directors for approval. The cover letter used by the Disclosure Coordinator to submit the Official Statements to the Board of Directors shall be in substantially the form of Exhibit A.

The approval of an Official Statement by the Board of Directors shall be docketed as a new business matter and shall not be approved as a consent item. The Board of Directors shall undertake such review as deemed necessary by the Board of Directors, following consultation with the Disclosure Coordinator, to fulfill the Board of Directors' responsibilities under applicable federal and state securities laws. In this regard, the Disclosure Coordinator shall consult with the WPWMA's disclosure counsel to the extent the Disclosure Coordinator considers appropriate.

The Disclosure Coordinator shall retain a record of the actions taken to prepare, check and approve each Official Statement.

(d) Continuing Disclosure Filings.

Under the continuing disclosure undertakings that the WPWMA has entered into in connection with its debt offerings, the WPWMA is required each year to file annual reports with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") system in accordance with such undertakings. Such annual reports are required to include certain updated financial and operating information, and the WPWMA's audited financial statements.

If the WPWMA does not have audited financial statements available, the Auditor shall submit the WPWMA's unaudited financial statements in either draft or final form whichever is available to meet the disclosure deadline. In the event draft or unaudited financial statements are submitted, the Auditor shall submit final audited financial statements as soon as they are available.

The WPWMA is also required under its continuing disclosure undertakings to file notices of certain events with EMMA.

The Disclosure Coordinator is responsible for establishing a system (which may involve the retention or one or more consultants) by which:

- (i) the WPWMA will make the annual filings required by its continuing disclosure undertakings on a complete and timely basis, and
- (ii) the WPWMA will file notices of enumerated events on a timely basis.

In connection with preparation of annual reports and event filings, the Disclosure Coordinator shall consult with third parties, including outside professionals assisting the WPWMA, and all members of WPWMA staff, to the extent that the Disclosure Coordinator concludes they should be consulted so the annual report and event filings will include all "material" information (as defined for purposes of federal securities law).

As part of the review process, the Disclosure Coordinator shall submit all annual reports and event filings to the Program Manager, the Executive Director, the Auditor and WPWMA Counsel for approval, and shall also consult with representatives of the County and the Cities to the extent appropriate.

The Disclosure Coordinator shall retain a record of the actions taken to prepare, check and approve each continuing disclosure reports and notices.

(e) Rating Agency Presentations.

The Disclosure Coordinator shall manage the process of preparing rating agency presentations for a financing in the same manner that he or she does for Official Statements, except that approval by the Board of Directors shall not be required.

(f) Public Statements Regarding Financial Information; Website.

Whenever the WPWMA makes statements or releases information relating to its finances to the public that are reasonably expected to reach investors and the trading markets, the WPWMA is obligated to ensure that such statements and information are complete, true, and accurate in all material respects.

The WPWMA shall include a disclaimer on the WPWMA website:

"No information on the WPWMA's website is intended to be the basis of or should be relied upon in making an investment decision. The information on this website is not posted for the purpose of reaching the investing public, including

bondholders, rating analysts, investment advisors, or any other members of the investment community. Because each security issued by the WPWMA or its related entities may involve different sources of payment and security, you should refer for additional information to the official statement and continuing disclosure filings for the particular security, which can be found on the Municipal Security Rulemaking Board's Electronic Municipal Market Access website: <https://emma.msrb.org/>."

(g) Training.

The Disclosure Coordinator shall ensure that the members of the WPWMA staff involved in the initial or continuing disclosure process and the Board of Directors are properly trained to understand and perform their responsibilities. The Executive Director is responsible for ensuring that key WPWMA staff participates in the training.

The Disclosure Coordinator shall arrange for disclosure training sessions conducted by the WPWMA's disclosure counsel. Such training sessions shall include education on these Disclosure Procedures, the WPWMA's disclosure obligations under applicable federal and state securities laws and the disclosure responsibilities and potential liabilities of members of the WPWMA's staff and members of the Board of Directors. Such training sessions may be conducted using a recorded presentation or written communication.

(h) Updates to Disclosure Procedures.

The Disclosure Coordinator shall review the Disclosure Procedures annually and propose updates to the Disclosure Procedures to the Program Manager, the Executive Director, the Auditor and the WPWMA Counsel as needed to address changes, including but not limited to changes in the WPWMA's debt management program, financial reporting processes, or organizational structure. In addition, at any time all officers and employees of the WPWMA are invited and encouraged to make recommendations for changes to these Disclosure Procedures so that they foster better compliance with applicable law, result in better information to investors, or makes the procedures required by these Disclosure Procedures more efficient. Following receipt of any such recommendation, the Disclosure Coordinator shall consult with third parties, including outside professionals assisting the WPWMA and members of WPWMA staff, where appropriate, and shall determine whether such recommendation should be submitted as a proposal to Board of Directors.

(i) Documenting Compliance.

The Disclosure Coordinator is responsible for establishing a system (which may involve the retention of one or more consultants) by which compliance with these Disclosure Procedures is documented.

(j) Waiver of Procedures.

The Disclosure Coordinator may, with the approval of the Executive Director, the Auditor, WPWMA Counsel and the Program Manager, depart from this Disclosure Policy when he or she in good faith determines that such departure is in the best interests of the WPWMA and is consistent with the duties of the WPWMA under federal and state securities laws.

(k) Internal Use Only.

These Disclosure Procedures are intended for the internal use of the WPWMA only and are not intended to establish any duties in favor of or rights of any person other than the WPWMA.

EXHIBIT A
Form of Staff Report

To: Members of the Board of Directors

From:

Date: _____

This Staff Report relates to the proposed issuance of _____ (the “Obligations”) by the WPWMA. The Board of Directors is asked to approve issuance of the Obligations and all related documents. The near-final versions of these documents are attached.

The attached Preliminary Official Statement has been reviewed and approved for transmittal to the Board of Directors by the WPWMA’s financing team, the Program Manager, the Auditor, the Treasurer and WPWMA Counsel. The distribution of the Preliminary Official Statement by the WPWMA is subject to federal securities laws, including the Securities Act of 1933 and the Securities Exchange Act of 1934. These laws require the Preliminary Official Statement to include all facts that would be material to an investor in the Obligations. Material information is information that there is a substantial likelihood would have actual significance in the deliberations of the reasonable investor when deciding whether to buy or sell the Obligations. If the Board of Directors concludes that the Preliminary Official Statement includes all facts that would be material to an investor in the Obligations, it must adopt a resolution that authorizes staff to execute a certificate to the effect that the Preliminary Official Statement has been “deemed final.”

The Securities and Exchange Commission (the “SEC”), the agency with regulatory authority over the WPWMA’s compliance with the federal securities laws, has issued guidance as to the duties of the Board of Directors with respect to its approval of the Preliminary Official Statement. In its “Report of Investigation in the Matter of County of Orange, California as it Relates to the Conduct of the Members of the Board of Supervisors” (Release No. 36761 / January 24, 1996) (the “Release”), the SEC indicated that, if a member of the Board of Directors has knowledge of any facts or circumstances that an investor would want to know about prior to investing in the Obligations, whether relating to their repayment, tax-exempt status, undisclosed conflicts of interest with interested parties, or otherwise, he or she should endeavor to discover whether such facts are adequately disclosed in the Preliminary Official Statement. In the Release, the SEC indicated that the steps that a member of the Board of Directors could take include becoming familiar with the Preliminary Official Statement and questioning staff and consultants about the disclosure of such facts.

Set forth below is a summary of the financing, including cross-references to specific sections of the Preliminary Official Statement.

Section 1. Purpose of Financing.

Section 2. Documents for Approval; Security for the Obligations.

Section 3. Risks Relating to Repayment and Tax-Exempt Status of the Obligations.

Section 4. Requested Approvals.

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**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS**
FROM: **KEN GREHM / WILL SCHEFFLER** *WS*
SUBJECT: **SALE OF WPWMA VEHICLES TO FCC**

DATE: **JULY 21, 2022**

RECOMMENDED ACTION:

Approve the sale of fifteen (15) WPWMA owned vehicles to FCC Environmental Services for a total of \$1,130,560.

BACKGROUND:

At the July 11, 2019 meeting, your Board approved the Sixth Amendment to the MRF Operating Agreement with Nortech Waste, LLC. As part of that amendment, the WPWMA agreed to reimburse Nortech for the purchase of California Air Resource Board (CARB) compliant heavy-duty vehicles. Additionally, the amendment afforded the WPWMA the discretionary optional right to purchase the applicable vehicles from Nortech at the expiration of agreement for a total of \$1.00. By the end of the Nortech MRF Agreement, the WPWMA had reimbursed Nortech a total of \$1,647,517 for the replacement of the fifteen vehicles identified in table attached to this report.

On April 29, 2022, WPWMA staff notified Nortech in writing that WPWMA intended to exercise its option to purchase the vehicles. On June 30, 2022, Nortech provided WPWMA staff with signed titles and keys for the vehicles.

During the transition process from Nortech to FCC Environmental Services (FCC), FCC staff indicated their desire to purchase the subject vehicles from the WPWMA. On June 14, 2022, WPWMA received an offer from FCC to purchase the vehicles for a total price of \$1,130,560. WPWMA staff reviewed this offer and, considering the condition of the vehicles after having been in operation at the facility, found the price represented a reasonable, fair market value for the vehicles.

On July 1, 2022, WPWMA and FCC signed an Equipment Loan and Indemnification Agreement to allow FCC's to immediately begin using the vehicles - ratification of this use agreement is included as a separate item on this agenda. The use agreement is intended to remain in place until either your Board approves the sale of the vehicles to FCC or elects to sell them to other interested parties.

ENVIRONMENTAL CLEARANCE:

Sale of the vehicles to FCC does not qualify as a project under the California Environmental Quality Act (CEQA). Additionally, the use of these existing vehicles at WPWMA's facility is categorically exempt from further environmental review under CEQA Guidelines, Article 19, Section 15301 "Existing Facilities", which includes minor alteration to an existing facility involving negligible or no expansion of the existing use.

FISCAL IMPACT:

The proposed vehicle sales would result in a one-time payment of \$1,130,560 from FCC to WPWMA.

ATTACHMENT: VEHICLE SUMMARY

VEHICLE SUMMARY

Vehicle	VIN	Description
2011 Kenworth T-370	2NKHLN9X2BM281486	Roll off truck
2011 Kenworth T-370	2NKHLN9X4BM281487	Roll off truck
2012 Peterbilt Model 384	1XPVDP9X5CD154931	Highway tractor (residue)
2012 Peterbilt Model 384	1XPVDP9X2CD154935	Highway tractor (residue)
2015 Kenworth T-880	1NKZL40X1FJ468565	Highway tractor (residue)
2018 Kenworth T-880	1NKZL40X6JJ204797	Highway tractor (residue)
2014 Kenworth T-800	1XKDD49X2EJ417963	Highway tractor (residue)
2015 Volvo Tractor	4V4NC9EH3FN183748	Highway tractor (residue)
2015 Volvo Tractor	4V4NC9EH1FN183750	Highway tractor (residue)
2017 Freightliner Water Truck	3ALACWDT7HDJG6196	Water truck
2015 FL70 2000G Water Truck	3ALACWDU4FDH8021	Water truck
2015 Kenworth T800 (T680)	1XKYD49X8FJ438240	Highway tractor (residue)
2021 Kenworth T440	3WKBDJ9X9MF462214	Highway tractor (residue)
2021 Kenworth T440	3WKBDJ9X0MF462215	Highway tractor (residue)
2021 Kenworth T440	3WKBDJ9X7MF462213	Highway tractor (residue)

**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS**

DATE: **JULY 21, 2022**

FROM: **KEN GREHM / ERIC ODDO** 

SUBJECT: **FIRST AMENDMENT TO THE SOLID WASTE FLOW COMMITMENT
AGREEMENT WITH THE CITY OF ROSEVILLE**

RECOMMENDED ACTION:

Authorize the Chair to sign the First Amendment to the Agreement for Delivery of Solid Waste between the City of Roseville and the WPWMA that commits delivery of all solid waste generated within the jurisdictional boundaries of the City of Roseville for a period of three years.

BACKGROUND:

At the April 22, 2022 meeting, your Board executed agreements for the delivery of solid waste with each of the Member Agencies. These agreements are necessary to demonstrate sufficient revenues will be available in the future for the WPWMA to repay the bond debt associated with modifying the MRF.

At the time the agreements were negotiated, the City of Roseville was willing to commit a portion of its waste stream for the duration of the WPWMA's bond financing period yet wanted to retain the flexibility to send materials to other facilities if deemed in the best interest of the City.

Since that time, City of Roseville and WPWMA staff have discussed the concept of obtaining a commitment from the City for all of its solid waste for a defined period of time which would allow for: 1) a less significant increases in WPWMA tipping fees to demonstrate sufficient revenues to meet bond covenants, and 2) time for the City to make the necessary operational and equipment changes should it elect to modify collection operations and/or utilize other solid waste facilities in addition to the WPWMA facility.

City of Roseville and WPWMA staff negotiated the attached First Amendment that will result in the City's commitment of all solid wastes generated within the jurisdictional boundaries of the City of Roseville through June 30, 2025. The First Amendment does not alter the obligation of the City to deliver a portion of their solid waste for the duration of the WPWMA's bond financing period.

At its July 6, 2022 meeting, the Roseville City Council approved and executed the First Amendment. Approval by your Board and execution of the amendment by the Chair is necessary to finalize the amendment.

ENVIRONMENTAL CLEARANCE:

Approving the First Amendment to the Delivery of Solid Waste Agreement with the City of Roseville 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:

While there is no direct fiscal impact to the WPWMA associated with executing the First Amendment to the Delivery of Solid Waste Agreement with the City of Roseville, doing so will result in an increase in the guaranteed future waste tonnages received at the WPWMA's facility and allow for less significant increases to future tipping fees.

Based on the recommended range of tipping fee adjustments over the current and next two fiscal years, as presented for your Board's consideration elsewhere on this agenda, approval of the First Amendment will allow your Board to consider municipal solid waste tipping fees of between \$2.25 and \$5.00 less per ton than would otherwise be necessary to meet anticipated bond covenants. This differential translates into an collective savings for the Member Agencies of approximately \$3.7 million over the next three years.

ATTACHMENTS: FIRST AMENDMENT TO CITY OF ROSEVILLE FLOW AGREEMENT

RESOLUTION NO. 22-265

APPROVING A FIRST AMENDMENT TO AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE WESTERN PLACER WASTE MANAGEMENT AUTHORITY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a First Amendment to Agreement for Delivery of Solid Waste between the Western Placer Waste Management Authority and the City of Roseville, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said first amendment is hereby approved and that the City Manager is authorized to execute it and all other documents on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this 6th day of July, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS: Houdesheldt, Alvord, Roccucci, Mendonsa, Bernasconi

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: None



MAYOR

ATTEST:



City Clerk

**FIRST AMENDMENT TO AGREEMENT FOR DELIVERY OF SOLID WASTE
BETWEEN THE WESTERN PLACER WASTE MANAGEMENT AUTHORITY
AND THE CITY OF ROSEVILLE**

This First Amendment to Agreement for Delivery of Solid Waste Between the Western Placer Waste Management Authority and the City of Roseville ("First Amendment") is made as of _____, 2022 by and between the Western Placer Waste Management Authority (the "WPWMA") and the City of Roseville (the "City").

RECITALS

WHEREAS, WPWMA and City entered into that certain Agreement for Delivery of Solid Waste Between the Western Placer Waste Management Authority and the City of Roseville dated April 22, 2022 ("Original Agreement"); and

WHEREAS, the parties wish to amend the Original Agreement to provide that Roseville will deliver all of its solid waste to WPWMA for the initial three (3) years of the Original Agreement term while retaining provisions regarding delivery of solid waste from Roseville to WPWMA after the initial three year period.

Now, therefore, in consideration of the mutual promises and covenants contained in this First Amendment, and for other good and valuable consideration, the Parties agree as follows:

1. Section 3 of the Original Agreement is hereby amended and restated in its entirety to read as follows:

3. DELIVERY OF SOLID WASTE

A. For the period of July 6, 2022 until June 30, 2025, the City shall deliver, or cause to be delivered, to the Facility all Mixed Solid Waste (MSW), co-collected residential greenwaste, all foodwaste, and all Construction and Demolition (C&D) waste collected within the geographic jurisdiction of the City (collectively, the "City Initial Amounts") by 1) City-operated programs and 2) any franchise or other contractual agreements between the City and a Solid Waste Enterprise. All Solid Waste so collected shall be delivered to the Facility without any Processing after having been collected, except as provided for herein. WPWMA shall provide quarterly tonnage reporting to the City for tracking and verification purposes. City shall be entitled to deliver co-collected residential greenwaste and foodwaste to another facility

if WPWMA is unable to accept such waste. For the purposes of this Agreement, permissible bases for non-acceptance shall be: 1) if WPMWA's permit to accept and process such waste is conclusively revoked; or, 2) if WPWMA's equipment to process such waste is significantly damaged or otherwise rendered non-functional by fire or other event.

B. From July 1, 2025 until the expiration of this Agreement, the City shall deliver, or cause to be delivered, to the Facility per fiscal year (July 1 to June 30) a minimum of thirty-eight thousand (38,000) tons of Mixed Solid Waste (MSW), a minimum of nine thousand (9,000) tons of co-collected residential greenwaste and foodwaste, and all Construction and Demolition (C&D) waste collected within the geographic jurisdiction of the City collectively, the "City Minimum Amounts") by 1) City-operated programs and 2) any franchise or other contractual agreements between the City and a Solid Waste Enterprise. All Solid Waste so collected shall be delivered to the Facility without any Processing after having been collected, except as provided for herein. WPWMA shall provide quarterly tonnage reporting to the City for tracking and verification purposes. City shall be entitled to deliver co-collected residential greenwaste and foodwaste to another facility if WPWMA is unable to accept such waste. For the purposes of this Agreement, permissible bases for non-acceptance shall be: 1) if WPMWA's permit to accept and process such waste is conclusively revoked; or, 2) if WPWMA's equipment to process such waste is significantly damaged or otherwise rendered non-functional by fire or other event.

C. If, in the future, the City elects to replace the City-operated Solid Waste collection program, in whole or in part, with a program operated by a Solid Waste Enterprise, it shall require such Solid Waste Enterprise to continue to deliver, Unprocessed, all Solid Waste collected to the Facility for the Term of this Agreement.

2. Section 4(C) of the Original Agreement is hereby amended and restated in its entirety to read as follows:

C. The Parties agree that Sections 4(A)(1) and 4(B) shall apply only to the City Initial Amounts and City Minimum Amounts. City agrees to notify WPWMA in writing at least ninety (90) days in advance of any material changes in either quantity or composition of Solid Waste above the City Minimum Amounts delivered to WPWMA.

Except as expressly amended by this First Amendment, the Original Agreement remains unchanged and in full force and effect.

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

WESTERN PLACER WASTE
MANAGEMENT AUTHORITY

CITY OF ROSEVILLE

By: _____
Chair

By:  _____
Dominick Casey
City Manager

ATTEST:

By:  _____
Carmen Avalos
City Clerk

APPROVED AS TO FORM:

WPWMA Counsel

 _____
Michelle Sheidenberger
City Attorney

**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS**

DATE: **JULY 21, 2022**

FROM: **KEN GREHM / ERIC ODDO** 

SUBJECT: **WPWMA TECHNICAL ADVISORY GROUP CHARTER**

RECOMMENDED ACTION:

Approve the charter for the WPWMA Technical Advisory Group (TAG).

BACKGROUND:

During negotiation of the Flow Commitment Agreements between the Member Agencies and WPWMA, the concept of formalizing a long-term TAG was discussed. The proposed TAG provides a level of continuity from the Member Agency technical advisory group convened during the MRF and landfill operations procurement process, replaces and supersedes the Organics Management Group, which has served as a single-topic focused advisory group since June 2013, and provides for a greater level of communication and discussion on current and emerging regional solid-waste related issues.

On May 13th, staff convened the first meeting of the TAG which included representatives from each of the Member Agencies. The primary purpose of this initial meeting was to discuss the framework of the TAG and begin to formulate a recommended charter. Additionally, the group discussed the general types of topics which may be discussed in the future, including: 1) strategic initiatives such as implementation of the WPWMA's Waste Action Plan, the partnership with CSUS and the Carlson Center, and issues related to implementation of the circular economy; 2) outreach and advocacy efforts with state legislators, regulators and customers; 3) current and emerging solid waste regulatory issues; 4) facility operator related issues; and 5) facility rate structures and other similar significant financial decisions.

Following this initial meeting, staff created the attached charter for your Board's consideration. The draft charter was discussed with, commented on, and subsequently approved by the members of the TAG.

ENVIRONMENTAL CLEARANCE:

Approving the TAG charter 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:

There is no direct fiscal impact associated with the recommended action.

ATTACHMENT: WPWMA TAG CHARTER

WESTERN PLACER WASTE MANAGEMENT AUTHORITY TECHNICAL ADVISORY GROUP CHARTER

1. PURPOSE

The Western Placer Waste Management Authority (WPWMA) is comprised of four member agencies which include Placer County and the cities of Lincoln, Rocklin and Roseville. The purpose of this Charter is to establish a Technical Advisory Group (TAG) that will serve as a mechanism to involve and engage the membership to safely and openly discuss issues of importance to, or that affect, the TAG membership, a forum for working to establish consensus on how to address or respond to the identified issues, and a vehicle for transparently reporting the TAG's (and its respective agencies') perspectives and opinions to the WPWMA Board of Directors in a timely manner.

Examples of issues and items of importance that may be discussed by the TAG in a timely manner before being considered by the WPWMA Board include, but are not limited to: 1) strategic initiatives such as implementation of the WPWMA's Waste Action Plan, the partnership with CSUS and the Carlson Center, and issues related to implementation of the circular economy; 2) outreach and advocacy efforts with state legislators, regulators and customers; 3) current and emerging solid waste regulatory issues; 4) facility and operations related matters (including emergency repairs and closures, permit and regulatory compliance, safety and risk matters etc.); and 5) facility rate structures and other similar significant financial decisions.

2. RELATIONSHIP TO WPWMA BOARD

The TAG will not serve as a separate, independent advisory group to the WPWMA Board of Directors nor shall it be subject to the Brown Act.

Perspectives, opinions, findings, etc. of the TAG will be presented to the WPWMA Board of Directors as part of the applicable WPWMA staff report (for agendized items) or during the Executive Director's report (for non-agendized items).

The TAG as a group will not provide recommendations directly or indirectly to the WPWMA Board of Directors. All decisions associated with the WPWMA's facility and associated operations that may affect the TAG members or their respective agencies shall remain at the sole discretion of the WPWMA Board of Directors.

3. MEMBERSHIP

TAG membership shall consist of one (1) primary and one (1) alternate member from any Participating Agency (i.e., the Member Agencies as well as the City of Auburn, City of Colfax and Town of Loomis) that has entered into and is a current signatory to a material flow commitment agreement with the WPWMA. WPWMA staff representation shall be at the sole discretion of the WPWMA Executive Director

4. ROLES AND RESPONSIBILITIES

TAG members are expected to commit the necessary time and resources with the intent of:

- Identifying and communicating issues of interest or concern at the earliest point possible.
- Prioritizing individual and group education and understanding of key interests and perspectives.
- Reviewing and discussing identified issues and offering feedback and expertise.
- Identify points of alignment and divergence among the membership in understanding resultant operational challenges and potential solutions.
- Develop options and solutions that reflect alignment of interest among the TAG members for potential consideration, further investigation and/or development.

5. DECISION MAKING

The TAG is intended to work collaboratively on issues of concern and, whenever possible, strive to reach consensus on the approach to addressing or responding to the identified issue(s) of concern.

In the event that the TAG is unable to reach consensus on a given issue or the timing to resolve the issue does not allow for adequate time for the TAG to discuss and work to consensus on a given issue, the WPWMA Executive Director can, in their sole discretion, cease further discussion of any specific issue. In such case, any members of the TAG who are not in alignment with the position identified by the WPWMA Executive Director may provide a written statement to the WPWMA Executive Director no later than ten (10) calendar days prior to a meeting of the WPWMA Board of Directors where the issue is scheduled for consideration or ask WPWMA staff to indicate a divergent opinion(s) of individual members of the TAG within a Board Memo. Any such written statement shall be provided, verbatim and without alteration by the WPWMA Executive Director, to the WPWMA Board of Directors in advance of the scheduled meeting and at the same time the subject meeting agenda package is publicly issued. Nothing herein shall limit the ability of any member of the TAG to address the WPWMA Board directly during a public meeting of the WPWMA Board.

6. MEETING FREQUENCY & LOGISTICS

TAG meetings will be scheduled to meet on a monthly basis, either in-person or virtually, and will generally be scheduled immediately prior to or immediately following a WPWMA Board of Directors agenda review meeting. Meeting agendas will be drafted by WPWMA staff and sent to committee members one week prior to each meeting for review and comment. WPWMA staff will be responsible for drafting and sending meeting minutes to committee members for review and comment to ensure they accurately summarize the meetings.

All in person meetings of the TAG shall be at the WPWMA's Administrative Offices located at 3013 Fiddymont Road, Roseville unless otherwise suggested by the TAG and approved by the WPWMA Executive Director.

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**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS**

DATE: **JULY 21, 2022**

FROM: **KEN GREHM / ERIC ODDO** 

SUBJECT: **TIPPING FEE INCREASES FOR FY 2022/23, FY 2023/24 AND
FY 2024/25**

RECOMMENDED ACTION:

After conducting a public hearing:

1. Adopt Resolution 22-06 that increases tipping fees effective January 1, 2023, July 1, 2023, and July 1, 2024; and
2. Find this action exempt from CEQA pursuant to Section 21080(b)(8) of the Public Resources Code.

BACKGROUND:

Your Board periodically adjusts the WPWMA's tipping fee structure to reflect current and future financial needs while ensuring that the WPWMA remains competitive in the marketplace. The last time your Board adjusted rates was at the March 10, 2022 meeting with the adjusted rates effective July 1, 2022. At that time, the cost implications of issuing bonds to finance improvements to the MRF were not well known enough to justify further adjustments to the tipping fees.

Over the past two months, staff has worked closely with the WPWMA's financial advisor and bond underwriter to develop a financial pro forma model intended to identify the ongoing revenues necessary to meet the WPWMA's operational cost obligations, support at least a BBB credit rating from S&P Global Ratings and meet the anticipated bond covenant of maintaining an annual debt coverage ratio of at least 125%.

At the May 12, 2022, June 9, 2022, and June 29, 2022 meetings, staff and the financial team presented information to, and answered questions from, your Board related to the necessary adjustments to the tipping fee structure to meet the goals noted in the preceding paragraph. At the June 29, 2022 meeting, your Board directed staff to take the necessary actions to conduct a public hearing to adjust rates, including conducting the appropriate noticing, for the current fiscal year as well as the next two fiscal years that identified a range of possible tipping fees based, in part, on waste stream tonnage commitments from the Member Agencies. As noted elsewhere in this agenda package, on July 6, 2022, the Roseville City Council approved the First Amendment to its flow commitment agreement with the WPWMA which results in the delivery of all wastes collected within the jurisdictional boundaries of the City for a period of three (3) years. Should your Board authorize the Chair to execute the First Amendment, staff estimate that the lower end of the recommended tipping fee adjustment will generate sufficient revenues to meet the necessary rating and bonding metrics.

Notice of the public hearing to consider the proposed tipping fee increases was published in the Roseville Press Tribune, Placer Herald, Lincoln News Messenger,

Loomis News and Auburn Journal newspapers the week of July 11th and July 18th and was sent via email and US mail to WPWMA account customers. Information related to the proposed rate increases was posted on the WPWMA's website and social media sites, shared with Public Information Officers of the Member Agencies, posted at the WPWMA's scalehouses, printed on all customer disposal tickets generated by the WPWMA from July 12 to July 21, and distributed to the Participating Agencies administrative offices the week July 11th.

ENVIRONMENTAL CLEARANCE:

The recommended action is exempt from CEQA under Public Resources Code Section 21080(b) (8), provided your Board adopts findings that the rates are necessary to meet current and anticipated near-term operating expenses necessary for the maintenance of services

FISCAL IMPACT:

Staff recommend your Board increase rates by approximately 8.5% for the second half of FY 2022/23, 8.5% for FY 2023/24 and 2.5% for FY 2024/25.

The recommended adjustment to the FY 2022/23 tipping fee structure, effective January 1, 2023, is anticipated to generate an additional \$1.84 million in gross revenues this fiscal year, based on the lower end of the recommended tipping fee adjustments.

The recommended tipping fee adjustments are expected to demonstrate a sufficiently strong economic position to result in a credit rating of at least BBB and provide for estimated debt coverage ratios of between 133% and 144% over the current and next two fiscal years.

ATTACHMENT: RESOLUTION 22-06
EXHIBIT A – PROPOSED TIPPING FEES
EXHIBIT B – NOTICE OF PUBLIC HEARING
EXHIBIT C – EXAMPLE DISPOSAL TICKET NOTICE

Before the Board of Directors

Western Placer Waste Management Authority

In the matter of:

Resolution No. 22-06

REVISION TO THE TIPPING FEES CHARGED BY THE WESTERN PLACER WASTE MANAGEMENT AUTHORITY

The following **RESOLUTION** was duly passed by the Board of Directors of the Western Placer Waste Management Authority at a regular meeting held July 21, 2022, by the following vote on roll call:

Ayes:

Noes:

Abstain:

Absent:

Signed and approved by me after its passage.

Chair, Western Placer
Waste Management Authority

Attest:

Clerk of said Board

WHEREAS, the Board of Directors has the duty to establish tipping fees for the Western Placer Waste Management Authority's facilities; and

WHEREAS, tipping fees must cover nearly all the costs of operating these facilities; and

WHEREAS, the proposed tipping fees (attached) reasonably correspond to the cost of providing services.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Western Placer Waste Management Authority, that this Board approves the tipping fees presented in Exhibit A, effective January 1, 2023, July 1, 2023, and July 1, 2024.

EXHIBIT A WESTERN PLACER WASTE MANAGEMENT AUTHORITY

Material Category	Current	Proposed with Effective implementation Date Noted		
		January 1, 2023	July 1, 2023	July 1, 2024
Municipal Solid Waste	\$88.00/ton \$20.00/cy	\$95.50 - \$97.75/ton \$21.75 - \$22.25 /cy	\$103.75 - \$108.75/ton \$23.75 - \$24.75 /cy	\$106.50 - \$111.50/ton \$24.50 - \$25.50 /cy
Construction & Demolition Debris	\$88.00/ton \$20.00/cy	\$95.50 - \$97.75/ton \$21.75 - \$22.25 /cy	\$103.75 - \$108.75/ton \$23.75 - \$24.75 /cy	\$106.50 - \$111.50/ton \$24.50 - \$25.50 /cy
Sludge and Mixed Inerts	\$50.00/ton	\$54.25 - \$55.50/ton	\$59.00 - \$61.75/ton	\$60.50 - \$63.50/ton
Source Separated Food Waste	\$68.00/ton	\$74.00 - \$75.50/ton	\$80.50 - \$84.00/ton	\$82.75 - \$86.25/ton
Source Separated Green Waste	\$68.00/ton \$16.00/cy	\$74.00 - \$75.50/ton \$17.50 - \$18.00/cy	\$80.50 - \$84.00/ton \$19.00 - \$20.00/cy	\$82.75 - \$86.25/ton \$19.50 - \$20.50/cy
Source Separated Wood Waste	\$55.00/ton \$16.00/cy	\$55.00/ton \$16.00/cy	\$56.75/ton \$16.50/cy	\$58.25/ton \$17.00/cy
Inert Materials	\$60.00/ton \$60.00/cy	\$60.00/ton \$60.00/cy	\$61.75/ton \$61.75/cy	\$63.50/ton \$63.50/cy
Water treatment plant sludge	\$10.00/ton	\$11.00/ton	\$11.50/ton	\$12.00/ton
Refrigerated Appliances	\$39.00 each	\$42.50 each	\$43.75 each	\$45.00 each
Non-refrigerated Appliances	\$8.50 each	\$9.50 each	\$10.00 each	\$10.50 each
Car and light truck tires	\$4.00 each	\$4.50 each	\$4.75 each	\$5.00 each
Semi-trailer tires	\$21.00 each	\$23.00 each	\$23.75 each	\$24.50 each
Tractor tires	\$84.00 each	\$91.50 each	\$94.25 each	\$96.75 each
Euclid & Bulk tires	\$210.00/ton	\$228.75/ton	\$235.50/ton	\$241.50/ton
Treated Wood Waste	\$193.00/ton	\$210.25/ton	\$216.50/ton	\$222.00/ton

NOTICE OF PUBLIC HEARING

BY WHOM: Western Placer Waste Management Authority

WHERE: Western Placer Waste Management Authority's
Administrative Offices
3013 Fiddymment Road
Roseville, CA 95747

WHEN: Thursday July 21, 2022 6:05 P.M.

PURPOSE: NOTICE IS GIVEN that the Western Placer Waste Management Authority will conduct a public hearing to consider increasing its tipping fees for the next three years, as identified below, effective January 1, 2023 unless otherwise noted. Where a range of fees is indicated, the Board will consider and may adopt a fee within that range. The proposed fee increases are intended to ensure sufficient funding is available for both ongoing operations and future projects and to account for inflation and increased material handling and processing costs.

Interested persons are invited to attend.

Additional information regarding the proposed fee increases is available for public review during normal business hours at the WPWMA's administrative offices, 3013 Fiddymment Road, Roseville CA 95747.

PUBLISH: Roseville Press Tribune, Rocklin Herald, Lincoln News Messenger, Auburn Journal

TIPPING FEES

Material Category	Current	Proposed with Effective implementation Date Noted		
		January 1, 2023	July 1, 2023	July 1, 2024
Municipal Solid Waste	\$88.00/ton \$20.00/cy	\$95.50 - \$97.75/ton \$21.75 - \$22.25 /cy	\$103.75 - \$108.75/ton \$23.75 - \$24.75 /cy	\$106.50 - \$111.50/ton \$24.50 - \$25.50 /cy
Construction & Demolition Debris	\$88.00/ton \$20.00/cy	\$95.50 - \$97.75/ton \$21.75 - \$22.25 /cy	\$103.75 - \$108.75/ton \$23.75 - \$24.75 /cy	\$106.50 - \$111.50/ton \$24.50 - \$25.50 /cy
Sludge and Mixed Inerts	\$50.00/ton	\$54.25 - \$55.50/ton	\$59.00 - \$61.75/ton	\$60.50 - \$63.50/ton
Source Separated Food Waste	\$68.00/ton	\$74.00 - \$75.50/ton	\$80.50 - \$84.00/ton	\$82.75 - \$86.25/ton
Source Separated Green Waste	\$68.00/ton \$16.00/cy	\$74.00 - \$75.50/ton \$17.50 - \$18.00/cy	\$80.50 - \$84.00/ton \$19.00 - \$20.00/cy	\$82.75 - \$86.25/ton \$19.50 - \$20.50/cy
Source Separated Wood Waste	\$55.00/ton \$16.00/cy	\$55.00/ton \$16.00/cy	\$56.75/ton \$16.50/cy	\$58.25/ton \$17.00/cy
Inert Materials	\$60.00/ton \$60.00/cy	\$60.00/ton \$60.00/cy	\$61.75/ton \$61.75/cy	\$63.50/ton \$63.50/cy
Water treatment plant sludge	\$10.00/ton	\$11.00/ton	\$11.50/ton	\$12.00/ton
Refrigerated Appliances	\$39.00 each	\$42.50 each	\$43.75 each	\$45.00 each
Non-refrigerated Appliances	\$8.50 each	\$9.50 each	\$10.00 each	\$10.50 each
Car and light truck tires	\$4.00 each	\$4.50 each	\$4.75 each	\$5.00 each
Semi-trailer tires	\$21.00 each	\$23.00 each	\$23.75 each	\$24.50 each
Tractor tires	\$84.00 each	\$91.50 each	\$94.25 each	\$96.75 each
Euclid & Bulk tires	\$210.00/ton	\$228.75/ton	\$235.50/ton	\$241.50/ton
Treated Wood Waste	\$193.00/ton	\$210.25/ton	\$216.50/ton	\$222.00/ton

WPWMA
 7:00 AM / 5:00 PM M-F
 8:00 AM / 5:00 PM S-S

INBOUND CASH

000001 Cash Customer-Commercial

SITE	TICKET	GRID		WEIGHMASTER	
34	04029945	LANDFILL		Deanna Olmstead	
DATE IN	DATE OUT	TIME IN	TIME OUT	VEHICLE	ROLL OFF
07/12/22	07/12/22	10:59	11:32	117	
REFERENCE			ORIGIN		
BLK 450			PLACER COUNTY		

Scale 3 Gross Wt. 40540 LB
 Scale 3 Tare Wt. 21460 LB
 Net Weight 19080 LB

QTY.	UNIT	DESCRIPTION	RATE	EXTENSION	FEE	TOTAL
9.54	TON	C&D Landfill	88.000	839.52	0.00	839.52

A public hearing is scheduled for July 21, 2022
 to consider increases to the WPWMA's tipping fees.
 Visit WPWMA.ca.gov for more information.

NET AMOUNT
TENDERED 839.52
CHANGE 839.52
CHECK NO. 0.00
OE#

SIGNATURE _____