



# WESTERN PLACER WASTE MANAGEMENT AUTHORITY MEETING OF THE BOARD OF DIRECTORS

**JANUARY 12, 2023 5:00 PM**

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

*The WPWMA Board of Directors JANUARY 12, 2023 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/98753798952>*

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

1. Call Meeting to Order
2. Pledge of Allegiance (Director Halldin)
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. Regional Public Safety Training Center (Ken Grehm) ----
  - d. Financial Reports (Eric Oddo) Pg. 5
  - e. Monthly Tonnage Reports (Eric Oddo) ----
  - f. Legislative Update (Stephanie Ulmer) Pg. 7
  - g. Public Outreach Update (Emily Hoffman) Pg. 19
7. Consent Agenda
  - a. Minutes of the Board Meeting held December 8, 2022 Pg. 21  
Approve as submitted.

- b. Second Amendment to the Agreement with Shaw Yoder Antwih Schmelzer & Lange for Legislative Advocacy Services (Stephanie Ulmer) Pg. 35

Authorize the Executive Director or designee, upon review and approval by WPWMA counsel, to sign the Second Amendment to the Legislative Advocacy Services Agreement with Shaw Yoder Antwih Schmelzer & Lange extending the Agreement for a one-year period for a total cost of \$54,000, increasing the total not-to-exceed cost of the Agreement to \$162,000.

- c. First Amendment to the Agreement with SCS for Water Quality Monitoring Services (Will Scheffler) Pg. 39

Authorize the Chair to sign the First Amendment to the Water Quality Monitoring Services Agreement with SCS for the abandonment and destruction of groundwater monitoring well MW-22 associated with the excavation of Module 6 for a total cost of \$29,966, increasing the total not-to-exceed cost of the Agreement to \$228,466.

8. Action Items

- a. Agreement with the Mattress Recycling Council California, LLC (Stephanie Ulmer) Pg. 45

1. Authorize the Executive Director or designee, upon review and approval by WPWMA counsel, to execute an Agreement with the Mattress Recycling Council, LLC for free collection and recycling of Bye Bye Mattress Program Products from the WPWMA's facility.
2. Adopt Resolution 23-01 establishing an acceptance policy and temporary tipping fee structure for Bye Bye Mattress Program Products coincident with the term of the Agreement with the Mattress Recycling Council.

- b. Short-Term Processing of Single Stream Recyclables (Will Scheffler) Pg. 71

1. Adopt Resolution 23-02 establishing a temporary tipping fee for single-stream recyclable materials delivered by Waste Management of Sacramento and allowing for disposal of residue at the Western Regional Sanitary Landfill resulting from processing Waste Management's single-stream recyclables.
2. Authorize the Executive Director or designee, upon review and approval by WPWMA counsel, to execute the Third Amendment to the MRF Operating Agreement with FCC Environmental Services California, LLC exercising the provision for receipt and processing of Waste Management's single-stream recyclable materials and establishing a processing fee for these materials.
3. Authorize the Executive Director to confirm with the County of Placer that the proposed project is exempt from Placer County

Code Section 8.16.210 regarding importation of wastes from outside of Placer County.

9. Closed Session
  - a. Government Code §54957(b)(1) – Public Employee Performance Evaluation  
Title: WPWMA Executive Director
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 Authority - Operations Fund Income Statement**  
(unaudited/depreciation excluded)

Year-to-Date  
November 2022


	Year to Date			Notes
	Annual Budget	Budget	Actuals	
<b>Revenue</b>				
42010:Investment Income	104,614	43,589	88,519	44,930 Budgeted a lower rate of return based on previous years' earnings rate
4230:Rents and Concessions	592,577	246,907	204,444	(42,463) Reflects four months of royalty payments (instead of five) from Energy 2001.
46240:Sanitation Services - Other	31,617	12,942	13,053	111
46250:Solid Waste Disposal	45,166,235	18,051,207	18,316,662	265,455 Tipping fee revenues tracking ~0.15% above budgeted amounts
46430:Insurance	208,637		352,631	352,631 Reflects final portion of MRF fire insurance settlement
48030:Miscellaneous	40,000	16,667	96,303	81,636 Includes payment from Nortech for recyclable revenue sharing (\$47,686) and CCTV system (\$25,000)
49040: Gain/Loss on Fixed Asset Disposal	1,130,560	1,130,560	1,085,560	(45,000) Received payment from FCC on 14 of the 15 trucks sold; waiting for title from Nortech on 15th truck
<b>Total Revenue</b>	<b>47,274,239</b>	<b>19,501,871</b>	<b>20,159,172</b>	<b>657,300</b>
<b>Expenses</b>				
<b>Capital Assets:</b>				
54430:Buildings & Improvements	30,603,376	18,900,570	-	18,900,570 Expected costs from FCC related to MRF improvements not yet realized
54450:Equipment	19,701,502	9,084,032	1,954,276	7,129,755 Expected costs from FCC related to MRF improvements not yet realized
54470:Infrastructure	695,000	-	-	-
54480:Land Improvements	7,891,710	5,304,264	5,237,317	66,947
<b>Operating Expenses:</b>				
51010:Wages and Salaries	2,197,398	915,582	893,989	21,593 Sr. Waste Disposal Site Attendant position recently filled - new hire starts mid December.
52030:Clothing and Personal	6,000	2,500	1,162	1,338
52040:Communication Services Expense	16,882	7,034	5,532	1,503
52050:Food	1,000	417	725	(309)
52060:Household Expense	3,000	1,250	-	1,250
52080:Insurance	341,907	142,461	117,600	24,862
52140:Parts	3,000	1,250	91	1,159
52160:Maintenance - Building	155,803	64,918	37,936	26,982 CAD license costs not yet realized. Approximately 7% of odor monitoring software costs realized.
52170:Fuels & Lubricants	30,000	7,500	-	7,500 No building maintenance costs realized to date.
52180:Materials - Buildings & Improvements	2,000	833	965	(132)
52240:Professional / Memberships Dues	1,000	417	417	417
52250:Services and Supplies	5,000	5,000	3,835	1,165 Several staff annual membership costs to SWANA not yet realized
52280:Misc Expense	1,000	417	-	417
52320:Printing	32,200	13,417	6,711	6,706 Reducing printing costs to degree possible.
52330:Other Supplies	25,000	10,417	5,688	4,729 Lower office supply demand to date.
52340:Postage	4,110	1,712	1,288	425 Reducing hardcopy mailing costs to degree possible
52360:Prof. & Special Svcs - General	2,975,600	1,239,834	594,141	645,693 Several planned professional service contracts not yet initiated.
52370:Professional and Special Services - Legal	160,000	66,667	40,721	25,946 Lower than expected legal counsel costs to date
52380:Prof. & Special Svcs - Tech., Eng. & Env.				
SC3140:Building Maintenance Installation and Repair Services	5,000	5,000	4,980	20
SC3180:MRF Operations	29,208,399	11,831,285	11,608,693	222,592 Includes one-time costs paid to Nortech at end of contract. Several months of FCC HWW costs not yet realized
SC3190:Landfill Operations	2,791,477	1,163,115	1,148,311	14,804
SC3320:Environmental and Ecological Services	300,000	125,000	23,771	101,230 Lower than expected County staff time billed to WPWMA-related projects
SC332Z:Hazardous Waste	60,000	60,000	52,378	7,622 Full payment for annual HHW collection date realized - no further costs expected this FY.
52390:Prof. & Special Svcs - County	249,600	104,000	39,158	64,842 Lower than expected County service fees to date
52400:Prof. & Special Svcs - IT	135,200	56,333	4,557	51,777 IT costs not yet billed or realized
52420:Rents and Leases - Equipment	100	42	-	42
52430:Rents and Leases - Buildings & Improvements	100	42	-	42
52460:Small Tools & Instruments	1,000	417	502	(86)
52480:PC Acquisition	12,500	12,500	-	12,500 Costs associated with server upgrades and one new workstation. Costs not realized or billed yet.
52510:Commissioner's Fees	6,000	2,500	2,000	500 Did not hold September 2022 meeting.
52540:Signing & Safety Material	10,000	4,167	-	4,167
52560:Small Equipment	100	42	-	42
52570:Advertising	20,000	8,333	16,375	(6,041) Includes annual purchase of "premium items" for give aways and public outreach events
52580:Special Department Expense	10,000	4,167	470	3,697 Costs for office furniture for new staff not yet realized or billed.
52785:Training / Education	10,000	2,500	904	1,596 Costs for staff training not yet realized or billed.
52790:Transportation and Travel	48,000	20,000	15,879	4,121
52800:Utilities	250,000	104,167	52,243	51,924 Annual leachate disposal and new sewer discharge fees not realized yet.
53060:Debt Issuance Costs	999,464	999,464	999,464	-
53190:Taxes and Assessments	549,512	137,378	149,077	(11,699) Includes \$22,583 in annual APCD permitting costs.
53250:Contributions to Other Agencies	269,442	269,442	265,287	4,155 Annual CFD payment lower than projected.
53390:Transfer Out A-87 Costs	84,000	35,000	20,833	14,167 Projected A-87 costs lower than budgeted.
55510:Operating Transfer Out	-	-	-	-
59000:Appropriation for Contingencies	-	-	-	-
<b>Total Expenses</b>	<b>99,872,382</b>	<b>50,715,384</b>	<b>23,306,859</b>	<b>27,408,524</b>
<b>Net Income/(Loss)</b>	<b>(52,598,142)</b>	<b>(31,213,512)</b>	<b>(3,147,688)</b>	<b>28,065,825</b>
<b>Additional non income Statement Transactions:</b>				
Bond Proceeds	57,867,742	34,123,815	2,953,740	31,170,075
Planned use of Reserves	4,195,000	1,747,917	193,947	1,553,969
<b>Total with Bond Proceeds and Reserves</b>	<b>3,464,599</b>	<b>4,658,220</b>	<b>-</b>	<b>60,729,869</b>

**Notes:**

- Budgeted revenues and expenses are prorated equally each month of the fiscal year, whereas actual revenues and expenses reflect those realized as of the date of the report.
- This may lead to notable discrepancies between budgeted and actual amounts.
- Differences in the coding between the budgeted and actual revenues and expenses may result in notable reported discrepancies within the report.
- Additional non income Statement Transactions reflect amounts from WPWMA's Balance Sheet and are shown on this report for tracking and informational purposes only.

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**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

**TO:** WPWMA BOARD OF DIRECTORS **DATE:** JANUARY 12, 2023  
**FROM:** KEN GREHM / STEPHANIE ULMER   
**SUBJECT:** LEGISLATIVE UPDATE

**RECOMMENDED ACTION:**

None. This report is for information purposes only.

**BACKGROUND:**

On September 30<sup>th</sup>, the 2021-2022 Legislative Session ended with the deadline for the Governor to sign or veto bills. Shaw, Yoder, Antwih, Schmelzer & Lange (SYASL) has prepared the attached summary of the 2022 Legislative Session, focusing on legislation and regulation of interest to WPWMA.

Since the 2023 Legislative Session will began on January 4, with the deadline for bills to be introduced in mid-February, staff anticipates SYASL will provide your Board an overview of legislation introduced as well as a strategic legislative agenda for your Board's consideration and approval in the spring.

ATTACHMENT: SYASL REPORT



1415 L Street  
Suite 1000  
Sacramento  
CA, 95814  
916-446-4656

**Date:** January 12, 2023

**To:** The Western Placer Waste Management Authority Board of Directors

**From:** Karen Lange, Partner  
Jason Schmelzer, Partner  
Priscilla Quiroz, Legislative Advocate  
Shaw Yoder Antwih Schmelzer & Lange

**Re:** 2022 End of Legislative Session Report- January Board Update

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On behalf of all of the employees of Shaw Yoder Antwih Schmelzer & Lange (SYASL), we'd like to thank the Board of Directors for entrusting our firm with the important task of providing legislative and regulatory advocacy services to the Western Placer Waste Management Authority (WPWMA). In order to aggressively advocate on behalf of WPWMA, our firm devotes two partner-level advocates who are also policy experts on local government and environmental policy, as well as an additional advocate to provide supportive efforts. Our core function is to identify legislation of interest, assist in the policy analysis, consult on the political implications of engaging, and then to actively lobby in furtherance of WPWMA's position. Ongoing support includes monitoring of legislation and regulation, providing weekly and monthly updates, drafting and submitting comment letters, and participating in legislative and regulatory hearings and workshops on behalf of WPWMA.

This report outlines solid waste related legislation based on their final status. WPWMA staff has directed the SYASL lobbying team to actively advocate on several pieces of legislation in the second year of the 2021-22 legislative session. This report also summarizes several other pieces of legislation that, while WPWMA has not taken a formal position on them, may impact the operations of WPWMA.

## LEGISLATIVE REPORT

The California State Legislature completed its two-year legislative session on August 31<sup>st</sup>, passing a total of 1166 individual pieces of legislation over the course of 2022. For a select few measures, with urgency clauses that allow them to be taken effect immediately upon the governor's signature, the votes stretched into early Thursday, where lawmakers gavelled down at 1:30 am.



During the last days of the session, both houses took time out of session to bid farewell to the lawmakers who will not be returning next year. At least 22 assemblymembers and 9 senators will not be returning to the state legislature.

The State Legislature sent 1,166 bills to Governor Gavin Newsom's desk for his consideration. The governor had until September 30<sup>th</sup> to either sign or veto bills. High-profile measures that went to his desk included bills that aimed to establish California as a progressive leader on abortion access, counter climate change, and transgender health care for minors. However, not every contentious proposal made it through the finish line: Bills to restrict bail costs, to allow legislative staff to unionize, and to preserve California's concealed-carry gun limits all went down to defeat in the final hours. Governor Newsom signed 997 and vetoed 169 bills, a veto rate of 14.5%.

The California State Legislature reconvened on December 5<sup>th</sup> for the 2023-2024 Regular Legislative Session, but only a brief swearing-in ceremony and some organizational meetings. During that week the legislature was in Sacramento there were some bills introduced. The legislature has until February 17<sup>th</sup>, 2023, to introduce new legislation for the first year of the two-year session, and then policy committee meetings will occur from March through June.

SYASL will come to board in the Spring to provide a legislative update on bills that were introduced for the 2023-24 legislative session.

### **2022 Bills with an established WPWMA Position**

#### **AB 661 (Bennett) Recycling Materials.- Support**

This bill makes numerous changes to the State Agency Buy Recycled Campaign (SABRC) including, among other things, requiring state agencies, if fitness and quality are equal, to purchase recycled products instead of nonrecycled products, whenever recycled products are available at no more than 10% greater total cost than nonrecycled products. This measure also requires CalRecycle, with the concurrence of DGS and in consultation with impacted agencies, to update a list of products and minimum recycled content percentages. WPWMA supports the intent of measure to help the state reach its recycling goals.

*This bill was signed by the Governor on September 25, 2022.*

#### **AB 1001 (C.Garcia) Environment: mitigation measures for air quality impacts: environmental justice.- Oppose**

This bill would require that air districts, in a nonattainment area, review existing emissions sources and mandate that each source is subject to a regulation employing best available retrofit control technology (BARCT). WPWMA concerned that this measure is duplicative of existing laws and regulations and will create new requirements that may impede their ability to provide the essential public service of solid waste management (including recycling) for the communities they serve.

*This measure was not taken up for a vote in the Senate Environmental Quality and failed to meet the policy deadline. The bill failed.*

**AB 1817 (Ting) Product safety: textile articles: perfluoroalkyl and polyfluoroalkyl substances (PFAS). - Support**

This bill prohibits, beginning January 1, 2025, any person from manufacturing, distributing, selling, or offering for sale any textile articles that contain intentionally added PFAS, except for textiles used for personal protective equipment or certain other regulated products. This bill requires manufacturers to use the least toxic alternative when complying with this prohibition and to provide distributors with certification of compliance. WPWMA is supportive of reducing toxic chemicals in products.

*This bill was signed by the Governor on September 29, 2022.*

**AB 1985 (Robert, Rivas) Organic waste: recovered organic waste product procurement targets.- Support in Concept**

This measure creates a delayed and ramping enforcement timeline for penalties for local jurisdictions to meet their organic waste procurement targets, gives CalRecycle the authorization to create an adjusted recovered procurement target schedule at its discretion, and allows renewable gas procured from a publicly owned treatment works to count towards 50% of a jurisdiction's procurement target until 2025. WPWMA is supportive of the intention of that measure as it seeks to provide relief towards the procurement requirements within SB 1383 (Lara, 2016), that are currently difficult to achieve.

*This bill was signed by the Governor on September 16, 2022.*

**AB 2208 (Kalra) Fluorescent lamps: sale and distribution: prohibition.- Support**

This bill phases out the sale of compact fluorescent lamps and linear fluorescent lamps used for general lighting applications. WPWMA is supportive of this measure since it will help lower the risk of mercury exposure from fluorescent lamps that pose negative health impacts to workers.

*This bill was signed by the Governor on September 18, 2022.*

**AB 2374 (Bauer-Kahan) Crimes against public health and safety: illegal dumping. – Support**

This bill increases the maximum fines for illegal dumping for persons employing more than 10 full-time employees, and requires any person convicted of illegal dumping to remove or pay the cost of removing the waste matter they were convicted of illegally dumping. As illegal dumping continues to be a serious problem, WPWMA is supportive of measures that will help curb this issue.

*This bill was signed by the Governor on September 29, 2022.*

**AB 2440 (Irwin) Responsible Battery Recycling Act of 2022.- Support**

This bill would establish a stewardship program for the collection and recycling of certain batteries and battery-embedded products. The WPWMA is supportive of legislation that requires producers to fund and implement recycling programs for hazardous or difficult to manage waste.

*This bill was signed by the Governor on September 18, 2022.*

**AB 2481 (Smith) Household hazardous waste: facilities: transportation and acceptance.- Support**

This bill makes various changes to the statutory requirements for the transportation of hazardous waste and the operation of household hazardous waste (HHW) collection facilities. WPWMA

supports this measure as it will provide more flexibility to ensure that hazardous waste is disposed of properly.

*This bill was signed by the Governor on September 23, 2022.*

**SB 1013 (Atkins) Beverage container recycling: reports: electronic submittal: wine and distilled spirits.- Support**

This bill includes wine and spirit containers in the Beverage Container Recycling and Litter Reduction Act. This measure also expands the size of recycling convenience zones for purpose of the Bottle Bill from one-half mile to one mile around a supermarket. The WPWMA supports this measure as it would potentially increase revenue into the BCRF through new processing fees that will be paid by the wine and spirits distributors and unredeemed CRV by consumer. Including these products in the program would result in recycling of almost 200 million additional wine and liquors containers annually.

*This bill was signed by the Governor on September 27, 2022.*

**SB 1046 (Eggman) Solid waste: precheckout bags.- Support**

This bill, starting on January 1, 2025, will prohibit stores from providing a precheckout bag to a consumer unless the bag is a recycled paper bag or meets already existing and compostability and labeling standards and is eligible to be labeled as “compostable.” WPWMA is supportive of the measure as it will reduce contamination issues and will them meeting the requirements within SB 1383 (Lara, 2016).

*This bill was signed by the Governor on September 30, 2022.*

**SB 1215 (Newman) Electronic Waste Recycling Act of 2003: covered battery-embedded products.- Support**

This bill expands the definition of a “covered electronic device” (CED) in the existing electronic waste recycling program to include covered battery-embedded products. It also requires, on or before July 1, 2027, and at least once annually thereafter, each manufacturer of a CED to submit to CalRecycle a specified report and make information available to consumers that describes where and how to return, recycle, and dispose of the CED and opportunities and locations for the collection or return of the device. WPWMA is supportive of legislation that would reduce fires at solid waste facilities.

*This bill was signed by the Governor on September 16, 2022.*

**SB 1256 (Wieckowski) Waste management: disposable propane cylinders.- Support**

This measure prohibits the sale of disposable one-pound propane cylinders in California starting in 2028. WPWMA is supportive of legislation that would reduce fires at solid waste facilities.

*This bill was vetoed by the Governor on September 30, 2022.*

*Veto Message: I acknowledge there are several challenges and costs faced by local governments and solid waste management authorities responsible for the disposal of single-use propane cylinders. However, an outright ban without a plan for collection and refill infrastructure could inhibit the success of building a circular system in California.*

*California has successfully implemented many reuse and recycling systems, from the Beverage Container Recycling Program to several extended producer responsibility programs. These market-based solutions both significantly reduce waste and create jobs by turning a challenging product into a resource. I encourage the Legislature and stakeholders to work on a similar approach for the collection and reuse of this product that accounts for manufacturer and retail responsibility*

### **Bills WPWMA Monitored**

#### **AB 1749 (C. Garcia) Community Air Protection Blueprint: community emissions reduction programs: toxic air contaminants and criteria air pollutants.**

This bill updates requirements of AB 617, (Cristina Garcia, Chapter 136, Statutes of 2017) to permit an additional year for completion of community emissions reduction programs (CERPs), requires the Air Resources Board (ARB) to identify specified emissions reduction measures, and enhance reporting by local air districts.

*This bill was signed by the Governor on September 16, 2022.*

#### **AB 2026 (Friedman) Recycling: plastic packaging**

Requires an e-commerce shipper that ships purchased products in or into the state to reduce the total weight and number of units of the e-commerce plastic packaging and expanded and extruded polystyrene it uses to ship or transport products in or into the state by no less than an unspecified percentage by January 1, 2030.

*This measure failed in the Senate Appropriations Committee.*

#### **AB 2247 (Bloom) Perfluoroalkyl and polyfluoroalkyl substances (PFAS) and PFAS products and product components: publicly accessible reporting platform.**

This bill would require a manufacturer of per- and polyfluoroalkyl substances (PFAS) or a product or product component containing intentionally added PFAS that is sold, offered for sale, or distributed into the state to register it on the publicly accessible reporting platform created by the Department of Toxic Substances Control (DTSC) and the Interstate Chemicals Clearinghouse (ICC).

*This bill was vetoed by the Governor on September 30, 2022.*

*Veto Message: Through the Safer Consumer Products Program, DTSC utilizes technical expertise and best available data to protect consumers and the environment. DTSC also partners closely with U.S. EPA, which is currently undergoing rulemaking to require reporting of PFAS. Based on this activity, this bill may be premature.*

*This bill is estimated to cost millions of dollars that would result in increased Environmental Fee rates or General Fund resources for the new contract, staff support, and state oversight*

responsibilities. With our state facing lower-than-expected revenues over the first few months of this fiscal year, it is important to remain disciplined when it comes to spending.

**AB 2953 (Salas) Department of Transportation and local agencies: streets and highways: recycled materials.**

This measure would, beginning January 1, 2024, require local agencies, to apply standard specifications for the use of recycled materials in streets and highways that are at or above the level allowed in the Department of Transportation (Caltrans) specifications, to the extent feasible and cost effective. This bill defines local governments, for purposes of this bill, to exclude any city whose population is less than 25,000, or any county whose population is less than 100,000, and any special districts.

*This bill was signed by the Governor on September 30, 2022.*

**SB 54 (Allen) Solid waste: reporting, packaging, and plastic food service ware.**

Establishes the Plastic Pollution Prevention and Packaging Producer Responsibility Act (Act), which would cover certain single-use packaging and plastic single-use food service ware and would require producers, through a producer responsibility organization, to (1) source reduce plastic covered material, (2) ensure covered material sold, offered for sale, distributed, or imported in or into the state after January 1, 2032, is recyclable or compostable, and (3) ensure that plastic covered material offered for sale, distributed, or imported in or into the state meets specified recycling rates.

*This bill was signed by the Governor on June 30, 2022.*

**SB 1187 (Kamlager) Fabric recycling: pilot project.**

This bill requires CalRecycle, in partnership with garment manufacturers, to establish a pilot project in Los Angeles and Ventura Counties, to study and report on the feasibility of recycling fabric.

*This bill was signed by the Governor on September 27, 2022.*

**2023-24 California State Budget**

California's 2022-2023 budget cycle was characterized by abundance. The final [budget deal](#) was the largest in history, bolstered by record tax receipts from California's wealthiest taxpayers and significant federal funds.

Just a few months after the passage of this historic budget, the California Legislative Analyst's Office (LAO), a nonpartisan government agency that provides fiscal and policy advice to the California State Legislature, [announced](#) that state will likely see a \$25 billion deficit next year, a dramatic change after the state this year had nearly \$100 billion surplus. This deficit is mainly

attributed to lower-than-expected revenue estimates. We anticipate that Governor Gavin Newsom and state lawmakers may make significant cuts to balance the budget for the next fiscal year. This will also impact legislation that have high ongoing fiscal cost to be vetoed by the governor. Governor Newsom and the LAO have both been warning of declining state revenues for months and the federal spending that helped pad the state's budget during the COVID-19 era is expected to dry up.

The LAO report doesn't not anticipate that the state will be in a recession next year, but states that it is possible. The state's current budget is \$300 billion, and the state has about \$23 billion in the "rainy day fund" that could be used to offset a deficit. However, the report anticipates that in the next three fiscal years we will see budget deficits, but then state revenue will likely begin to rise again. The report also urges lawmakers to begin planning the 2023-24 budget without using general purpose reserves, and instead to save those reserves for what the state faces a recession. Instead, they recommend that lawmakers consider delaying some planned spending, such as billions in planned environmental spending, to address the projected shortfall.

Governor Newsom will announce his plan for the state budget on January 10<sup>th</sup>, which will begin budget negotiations. He and lawmakers have until June 15<sup>th</sup> to pass a budget. SYASL will update WPWMA staff on the proposed January budget.

## **2022-23 REGULATORY REPORT**

### **Short-Lived Climate Pollutants**

SB 1383 (Lara, Chapter 395, Statutes of 2016) codified that ARB's Short-Lived Climate Pollutants Reduction Strategy, establishing methane emissions reduction targets in a statewide effort to reduce short-lived climate pollutants. Specifically, the bill established targets to achieve a 50% reduction in the level of statewide disposal of organic waste from the 2014 level by 2020 and a 75% reduction by 2025. The bill also established a target of not less than 20% of currently disposed edible food to be recovered for human consumption by 2025. As it relates to WPWMA, if a facility receives mixed waste streams, it must qualify as a "High Diversion Facility", that by definition must recover at least 50% of organic waste from the mixed waste stream by 2022 and 75% by 2025.

In November 2020, CalRecycle's regulations were approved by the Office of Administrative Law (OAL) and take effect January 1, 2022. The regulatory package is comprehensive, placing various responsibilities on local jurisdictions. The six main requirements of the regulations are: 1) Providing mandatory organic waste collection services; 2) Edible food recovery program; 3) Education and outreach to the community; 4) Procurement requirements for products made from organic materials; 5) Providing access to edible food and composting facilities; and, 6) Monitoring and

enforcement by the local jurisdictions. Pursuant to statutory requirements, local jurisdictions cannot issue enforcement penalties until two years after the operative date of the regulations – January 1, 2024.

Over the last several years, WPWMA has continued to work closely with local government associations and the Solid Waste Association of North America (SWANA) Legislative Task Force to receive relief and funding to implement SB 1383. During the 2022-23 budget negotiations, SYASL worked closely with local government associations groups and haulers to get funding from the state budget to help with the implementation of these regulations, \$180 million. The last CalRecycle meeting in December the Department was reviewing the proposed first round of funding, \$81 million, to expand the Organics Grant Program by the following:

- Create a four separate project allocation: composting, anaerobic digestion/co-digestion, in-vessel composting, and stand-alone pre-processing
- A new stand-alone pre-processing project category to address the demand for cleaner feedstocks at composting and anaerobic digestion/co-digestion facilities throughout the state
- Inclusion of in-vessel composting systems to provide opportunities for smaller scale organics recycling

The tentative timeline for this grant cycle is planned to be posted in January 2023, and applications will be due in March/April 2023. SYASL will continue to update WPWMA on funding opportunities for this \$180 million.

In the legislative side, since the passage of AB 1985 (Robert Rivas, 2022), which seeks to provide relief towards procurement requirements, stakeholders have been meeting in the Fall with CalRecycle to explore a comprehensive legislative fix for the procurement requirements, by either (1) streamlining ways to take credit for existing markets, (2) additional pathways to compliance on procurement targets, (3) “Credit” for additional products or market-building activities that support procurement.

WPWMA has been advocating for legislation to include an expansion of programs that could count toward procurement. Specifically, include the promotion of carbon farming utilizing compost on rice farms. SYASL has been working with the stakeholder group and CalRecycle to include this program in a potential measure next year.

### **2022 CARB Scoping Plan Update**

On May 10, 2022, CARB released its draft 2022 Scoping Plan Update. The draft Scoping Plan seeks to build on past successes while identifying technologically feasible and cost-effective approaches

to achieve the State’s target of reducing greenhouse gases (GHGs) by at least 40 percent below 1990 levels by 2030 (2030 GHG Target) and reaching carbon neutrality by 2045.

Every five years, CARB releases an updated Climate Change Scoping Plan (Scoping Plan). The Scoping Plan serves as a roadmap for the State of California’s efforts to achieve its ambitious climate goals. The strategies and recommendations identified in the plans shape the legislative and regulatory agenda and send market signals intended to spur private-sector investment in activities that reduce emissions and build resilient communities. Past Scoping Plans played a key role in establishing a mix of incentives, regulations, and carbon pricing that allowed the State to achieve its goal of GHG emissions to 1990 levels four years ahead of schedule.

On December 15, CARB approved the final proposed 2022 Scoping Plan, which plans to cut greenhouse gas emissions by 85% and achieve carbon neutrality in 2045. The 2022 Scoping Plan provides a detailed sector-by-sector roadmap to guide the world’s fourth-largest economy away from its current dependence on petroleum and fossil gas to clean and renewable energy resources and zero-emission vehicles.

The solid waste and recycling industry sector have always been a target in the Scoping Plans because of methane emissions from landfill operations (Short-Lived Climate Pollutants) and the extensive use of medium- and heavy-duty, on- and off-road vehicles, a key component of carbon emissions. This update will heavily impact the industry sector due to the push to electrify the transportation sector and the continued focus on reducing methane emissions from landfills. The latter focus is further complicated because of its relationship with SB 1383, diverting organics from landfills and the need to develop low-carbon transportation fuels as part of this effort.

WPWMA and SYASL are actively monitoring the next action CARB and the legislature will take now that the Scoping Plan is finalized.

### **Other Forthcoming Issues**

There are several potentially significant reform efforts coming in 2023 that could impact WPWMA operations. While the fate of these efforts is unclear at this point, the following is a brief preview of each issue.

### **Little Hoover Commission**

The Little Hoover Commission is an independent state oversight agency created in 1962. The Commission’s mission is to investigate state government operations and policy, and – through reports and legislative proposals – make recommendations to the Governor and Legislature to promote economy, efficiency and improved service in state operations. In addition, the



Commission has a statutory obligation to review and make recommendations on all proposed government reorganization plans.

The Fall of 2020, CalRecycle reported that the state does not have the organics recycling infrastructure necessary to fully support compliance with the new law for 50% reduction in 2020 and is investigating how to reach a 75% reduction in 2025.

The summer of 2022, the Commission began studying SB 1383 and has held 4 workshops since. The Commission has been assessing how California's organics recycling law is implemented, examine what impact it has on the state's environmental goals, and provide recommendations for any changes. While the Commission's final report will be non-binding, it is common for legislators to introduce legislation based on its recommendation.

The report will be published in early 2023. SYASL will keep WPWMA staff updated when this report is released.

#### **SB 54 (Allen) Plastic Pollution Prevention and Packaging Producer Responsibility Act**

On July 1, Governor Newsom signed SB 54 into law, which creates an extended producer responsibility program for packaging and setting ambitious recycling and reduction rate goals. Specifically, the law requires that by 2032, all "covered" packaging in the state must be recyclable or compostable, it sets goals for recycling single-use plastic packaging, and it mandates a 25% reduction of single-use plastic packaging and foodservice products, nearly half of which must come from direct elimination of plastic packaging or shifting to reuse or refill systems.

These requirements will be met through a Producer Responsibility Organization (PRO) created to fund and manage collection and recycling programs, with oversight from CalRecycle, establishing a form of extended producer responsibility (EPR) for paper and printed packaging. The PRO is required to deposit a total of \$5 billion over 10 years into a California Plastic Pollution Mitigation Fund that will be used to monitor and reduce the environmental impacts of plastic pollution.

The law is the nation's most comprehensive legislation to date to cut dependence on single-use products. This law shifts plastic pollution responsibility to producers and manufacturers, and it has the potential to be one of the most impactful waste-related policies in decades. Furthermore, the size of California's economy means that this law will impact corporations' decisions regarding packaging well beyond the state's borders.

SB 54 assigns responsibility to CalRecycle to adopt regulations to implement and enforce the requirements of the law. This includes establishing a list of covered materials by January 1, 2024,

posting actual recycling rates for specific materials, setting fees, and providing oversight of the PR. The fees, known as “eco-modulated fees”, are designed to incentivize producers to use more readily recyclable or reusable materials.

The PRO is responsible for establishing a producer responsibility plan and budget for how to implement the requirements of the bill. That plan is approved by CalRecycle, who is then responsible for ensuring that the plan’s goals are met.

With the passage of this new law, SYASL will work with WPWMA to monitor the regulatory process of this measure to ensure there are not any negative impacts to WPWMA’s operations.

### **Advanced Clean Fleets Regulations**

In August 2022, the California Air Resources Board (CARB) released the highly anticipated Advanced Clean Fleets (ACF) proposal. The primary goal of the ACF regulation is to accelerate the market for zero-emission trucks, vans, and buses by requiring fleets that are well suited for electrification, to transition to ZEVs where feasible. The Board directed CARB staff to ensure that fleets, businesses, and public entities that own or direct the operation of medium- and heavy-duty vehicles in California purchase and operate ZEVs to achieve a smooth transition to ZEV fleets by 2045 everywhere feasible.

In the current draft, refuse trucks are targeted to meet this goal by 2040. The cost to the solid waste and recycling industry will be substantial. Coupled with reliability issues associated with electrification, the industry’s ability to effectively deliver its essential public service will be in question. Additionally, the new organic diversion mandates imposed by SB 1383 (Lara, 2016) in this sector are leading to management strategies that generate renewable natural gas (RNG) that could allow the truck fleets to be sustainably fueled with RNG well into the future; however, the ACF does not fully support RNG use in this way. Given the challenges this industry faces with these new requirements, a coalition of haulers and folks from the waste and recycling industry met with CARB staff for several months to express these concerns. In coordination with WPWMA staff, SYASL has expressed similar concerns to CARB staff and provided public testimony on this matter. The industry successfully got Board members to understand these issues and committed to adding “flexibility” for fleets using renewable natural gas (RNG) to implement SB 1383 services in the final ACF, which is planned to be finalized in mid-2023.

SYASL will note that the “flexibility” for these fleets is still to be negotiated with CARB over the next few months. SYASL will continue to engage with stakeholders and monitor actions from CARB.

**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS**                      DATE: **JANUARY 12, 2023**  
FROM: **KEN GREHM / EMILY HOFFMAN** *eh*  
SUBJECT: **SUMMARY OF OUTREACH EFFORTS IN 2022**

**RECOMMENDED ACTION:**

None. This item is for information purposes only.

**BACKGROUND:**

The following report summarizes the WPWMA's efforts related to the public outreach, education, and engagement program (Outreach Program) over the past year and provides a look at the year ahead.

**2022 Efforts**

WPWMA staff conducted tours or presentations to more than 200 members of the local community including at the SWANA Western Symposium, Roseville Rotary, Placer People of Faith, Fiddymment Farms and WestPark Neighborhood Associations, California Conservation Corps, and Sacramento State's Carlsen Center for Innovation & Entrepreneurship. Staff also engaged with residents at more than 12 community events across western Placer County including the Auburn Home Show, Rods & Relics Car Show in Lincoln, Rocklin's Hot Chili Cool Cars, and Loomis Eggplant Festival. The WPWMA also reached nearly 16,000 students via the school education consultant, EcoHero, who made more than 80 presentations to elementary schools throughout western Placer County.

On October 4, 2022, the WPWMA held its twelfth annual community meeting to discuss facility operations and odor related issues. Staff virtually engaged with attendees during a presentation discussing regional odor sources, WPWMA odor monitoring efforts, regulations related to Senate Bill 1383, and organics management including aerated static pile composting. Staff also provided an update on the Renewable Placer Waste Action Plan, highlighting the potential for enhanced odor mitigation measures that may be incorporated as part of the planning effort, and the success of the recently implemented Site-Wide Odor Plan.

For the majority of 2022, the WPWMA relied on consultants to carry out the majority of its Outreach Program. With the WPWMA's new Public Information Assistant (PIA) position filled in August, the WPWMA has begun to shift some of these elements in-house and redirect a portion of funds to realize further support for website, media buys, and video production and animation.

Additionally, the WPWMA's PIA has secured 17 earned media stories in trade and local publications reaching more than 1.5 million people and an estimated publicity value of \$2.9 million.

The WPWMA's PIA also recently transitioned to being the primary administrator of the WPWMA and Placer Recycles social media presence, increasing followers and engagement. In 2022 the WPWMA's social media posts across Facebook, Instagram, and Twitter organically reached more than 300,000 individuals and attracted nearly 6,000 impressions. Notably, one-third of the WPWMA's Facebook followers live in Roseville with another third living in Lincoln and Rocklin. Similar reach is seen on Instagram with 20% of followers from Roseville, 12% from Rocklin, and 8% from Lincoln.

### **2023 Strategy**

Looking forward this year, the WPWMA will be conducting a Circular Economy Innovation Competition in partnership with Sacramento State's Carlsen Center for Innovation & Entrepreneurship. The Competition is being advertised nationally to attract a wide array of potential candidates and promote the WPWMA's Renewable Placer Waste Action Plan goals to a broader audience.

Staff have also scheduled tours and presentations for early 2023 with Leadership Lincoln, Lincoln Rotary, Sun City Roseville, Roseville Chamber's Ignite Young Professionals, and the California Conservation Corps, and plans to schedule presentations or site visits with the Greater Sacramento Economic Council and Leadership Rocklin, who have expressed interest in the WPWMA's operations.

Staff plan to host the thirteenth annual Odor Workshop in 2023 in-person and resume the pre-workshop facility bus tour and are looking into additional community meetings and events to provide increased public education on the WPWMA's activities, facility upgrades, and operations.

Additionally, staff are developing a facility wide Strategic Plan that will guide the WPWMA over the next several years to becoming more impactful and proactive in all aspects. Staff anticipate presenting the Draft Strategic Plan to your Board at an upcoming meeting followed by an Outreach Action Plan.

## WESTERN PLACER WASTE MANAGEMENT AUTHORITY

Minutes of December 8, 2022

The meeting of the Western Placer Waste Management Authority Board of Directors was called to order at 5:15 PM by Chairman Karleskint in the WPWMA Administration Building at the Materials Recovery Facility.

### **Directors Present:**

Dan Karleskint  
Robert Weygandt  
Pauline Roccucci  
Bonnie Gore (virtual)  
Bill Halldin

### **Staff Present:**

Ken Grehm  
Kevin Bell  
Eric Oddo  
Robert Sandman  
Stephanie Ulmer

Heather Wilden  
Becky Correa (virtual)

1. Call Meeting to Order: Chairman Karleskint called the meeting to order at 5:15 PM.
2. Pledge of Allegiance: Director Weygandt led the Pledge of Allegiance.
3. Roll Call: All Directors were present.
4. Statement of Meeting Procedures: Heather Wilden read the procedures for in-person and virtual meeting participation.
5. Closed Session:
  - a. Significant exposure to litigation pursuant to Government Code 54956.9(d)(2): one potential case.WPWMA Counsel reported out of Closed Session noting the Board received a report and provided direction to Counsel.
6. Public Comment: No one from the public addressed the Board.
7. Announcements & Information:
  - a. Reports from Directors: None.
  - b. Report from the Executive Director: None.
  - c. Financial Reports: Eric Oddo provided a summary of the financials. There were no questions from the Board.
  - d. Monthly Tonnage Reports: Eric Oddo provided a summary of the tonnage reports. There were no questions from the Board. A copy of the charts presented to the Board at the meeting are included as an attachment to these minutes.
8. Consent Agenda:
  - a. Minutes of the Board Meeting held November 10, 2022: Staff recommended approving the minutes as submitted.
  - b. Minutes of the Special Board Meeting held December 2, 2022: Staff recommended approving the minutes as submitted.

**MOTION TO APPROVE CONSENT AGENDA:  
Weygandt/Roccucci**

**ROLL CALL VOTE:**

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

**Vote: 5 In Favor, 0 Opposed – Motion Passed**

9. Action Items:

a. **Timed Item 5:05 PM**

Renewable Placer Waste Action Plan Final Environmental Impact Report:

Staff recommended the Board:

1. Adopt Resolution 22-11 certifying the Renewable Placer Waste Action Plan Final Environmental Impact Report (SCH#2019039087) and Errata prepared pursuant to the California Environmental Quality Act and adopt the Mitigation Monitoring and Reporting Program supported by and incorporating by reference in its entirety the Findings of Fact and Statement of Overriding Considerations.
2. Select and approve Plan Concept 2 as the Project associated with the Renewable Placer Waste Action Plan Final Environmental Impact Report.
3. Direct staff to file a Notice of Determination with the State Clearinghouse and Placer County Clerk consistent with California Environmental Quality Act Guidelines and direct the Executive Director, or designee, to take such further actions as necessary or appropriate to implement Plan Concept 2.

Kevin Bell, using a prepared slide deck, summarized the report and answered questions from the Board.

**CHAIR OPENED PUBLIC COMMENT AT 5:31PM.**

Charles Trainor, representing the United Auburn Indian Community (UAIC), read a letter from UAIC Tribal Chairman, Gene Whitehouse, into the record expressing the UAIC's support of Plan Concept 2.

Tania Nunez, Interim Director of Facilities Management for California State University Sacramento (CSUS), voiced CSUS's support for Plan Concept 2 noting they believe it will reduce impacts to the future CSUS Placer campus students, staff, faculty, guests, and residents.

Marcus Lo Duca, representing Buzz Oates Enterprises, indicated his client's support for Plan Concept 2 noting they believe it provides for a longer lifespan of the landfill, greater landfill capacity, preservation of biological resources, compatibility with land uses in the area, enhanced design, and operational flexibility.

Kate Hart, representing Placer One/Taylor Builders, noted her client's support of Plan Concept 2.

Brian Gannon, President of Biogas Energy, expressed his support for Plan Concept 2 and the development of a circular economy.

There were no comments on Zoom.

**CHAIR CLOSED PUBLIC COMMENT AT 5:49PM.**

Director Halldin remarked that he is supportive of Plan Concept 2 as the long-term plan for the WPWMA.

Director Roccucci stated that Plan Concept 2 provided the WPWMA with the most flexibility to meet additional regulations and future needs.

Director Gore voiced her support of Plan Concept 2 noting the cost is considerably less than that of Plan Concept 1.

Director Weygandt echoed his colleague's comments and noted that Plan Concept 2 will serve to preserve the long-term viability of the MRF and landfill and support regional job creation.

Director Karleskint noted that he appreciated the process of co-equal evaluation of Plan Concepts 1 and 2 and supported staff's recommendation to select Plan Concept 2 as the approved project.

**MOTION TO APPROVE ITEM 9a1:**

**Weygandt/Roccucci**

**ROLL CALL VOTE:**

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

**Vote: 5 In Favor, 0 Opposed – Motion Passed**

**MOTION TO APPROVE ITEM 9a2:**

**Weygandt/Halldin**

**ROLL CALL VOTE:**

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

**Vote: 5 In Favor, 0 Opposed – Motion Passed**

**MOTION TO APPROVE ITEM 9a3:**

**Weygandt/Roccucci**

**ROLL CALL VOTE:**

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

**Vote: 5 In Favor, 0 Opposed – Motion Passed**

b. Resolution Commending Director Weygandt for his 28 Years of Service on the Western Placer Waste Management Authority Board of Directors:

Staff recommended adopting Resolution 22-12 commending Director Robert Weygandt for his 28 years of service to the WPWMA.

Ken Grehm read Resolution 22-12 into the record and, on behalf of staff, wished Director Weygandt well in his retirement and future endeavors.

Director Roccucci noted her appreciation for Director Weygandt's knowledge of the solid waste industry and as a resource during her time on the Board.

Director Halldin noted his appreciation for Director Weygandt's perspective on various issues that the WPWMA has faced and his service to others in the region. He also expressed gratitude for Director Weygandt's service on behalf of Scott Yuill, former Rocklin Councilmember and WPWMA Board member.

Director Gore noted her appreciation for Director Weygandt's historical perspective and suggested he attend the WPWMA's ground-breaking ceremony for the upgraded facility.

Director Karleskint noted how much he appreciated having Director Weygandt as a resource and colleague on the Board considering his experience, knowledge, and perspective on WPWMA related matters.

Director Weygandt expressed his appreciation to the Board and to staff for their support and efforts during his tenure.

**MOTION TO APPROVE ITEM 9b:  
Halldin/Roccucci**

**ROLL CALL VOTE:**

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

**Vote: 5 In Favor, 0 Opposed – Motion Passed**

10. Upcoming Agenda Items: None.
11. Adjournment: Meeting was adjourned at 6:34 PM.

Respectfully Submitted,



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

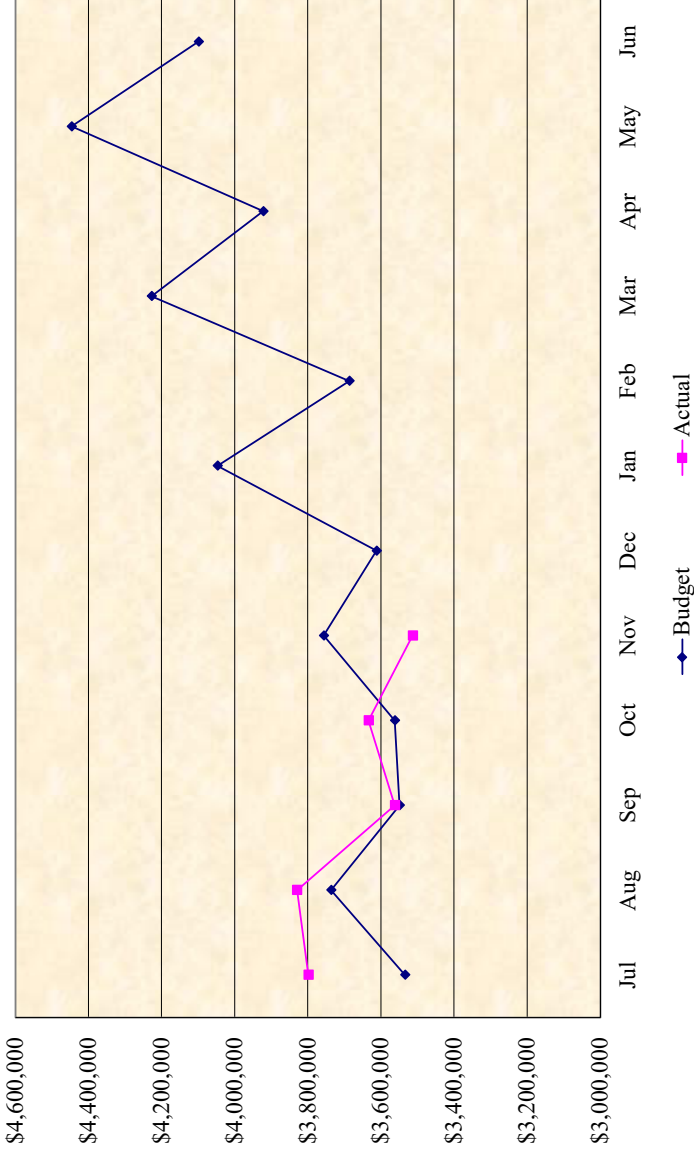


**Fiscal Year 2022-2023**

**Combined Revenue**

Month	Budget	Actual	Variance
Jul	\$3,534,174	\$3,798,942	264,767
Aug	\$3,736,199	\$3,829,921	93,722
Sep	\$3,548,984	\$3,561,853	12,869
Oct	\$3,561,882	\$3,633,625	71,744
Nov	\$3,766,273	\$3,513,267	(243,006)
Dec	\$3,611,935		
Jan	\$4,047,005		
Feb	\$3,686,761		
Mar	\$4,227,596		
Apr	\$3,921,883		
May	\$4,446,557		
Jun	\$4,088,871		
<b>Totals:</b>	<b>\$46,178,120</b>	<b>\$18,337,608</b>	<b>\$200,096</b>

*Revenue*



**Year to Date**

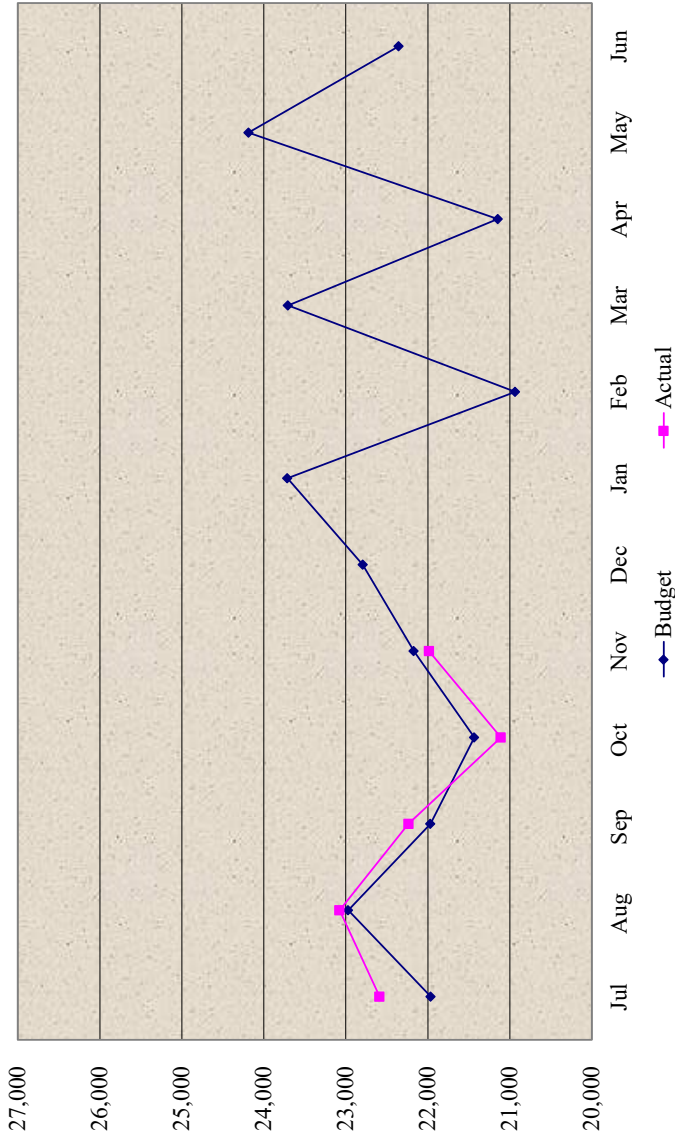
Budget	\$18,137,512
Actual:	\$18,337,608
Variance	\$200,096

**Fiscal Year 2022-2023**

**MSW Tons**

Month	Budget	Actual	Variance
Jul	21,965	22,588	623
Aug	22,971	23,076	104
Sep	21,969	22,236	267
Oct	21,434	21,110	(324)
Nov	22,171	21,985	(186)
Dec	22,794		
Jan	23,712		
Feb	20,933		
Mar	23,704		
Apr	21,147		
May	24,187		
Jun	22,354		
<b>Totals:</b>	<b>269,339</b>	<b>110,994</b>	<b>485</b>

**MSW**



**Year to Date**

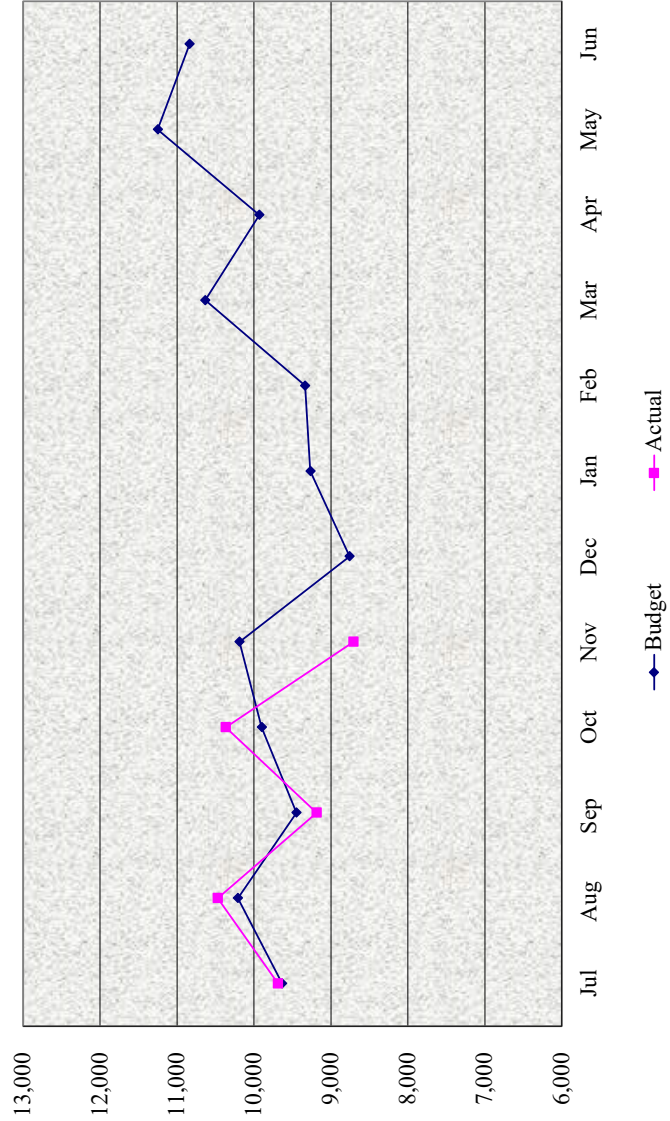
Budget:	110,509
Actual:	110,994
Variance	485

**Fiscal Year 2022-2023**

**C&D Tons\***

Month	Budget	Actual	Variance
Jul	9,635	9,690	55
Aug	10,210	10,471	262
Sep	9,448	9,187	(261)
Oct	9,900	10,368	468
Nov	10,189	8,708	(1,481)
Dec	8,757		
Jan	9,268		
Feb	9,336		
Mar	10,634		
Apr	9,932		
May	11,251		
Jun	10,836		
<b>Totals:</b>	<b>119,396</b>	<b>48,425</b>	<b>(957)</b>

**C & D**



**Year to Date**

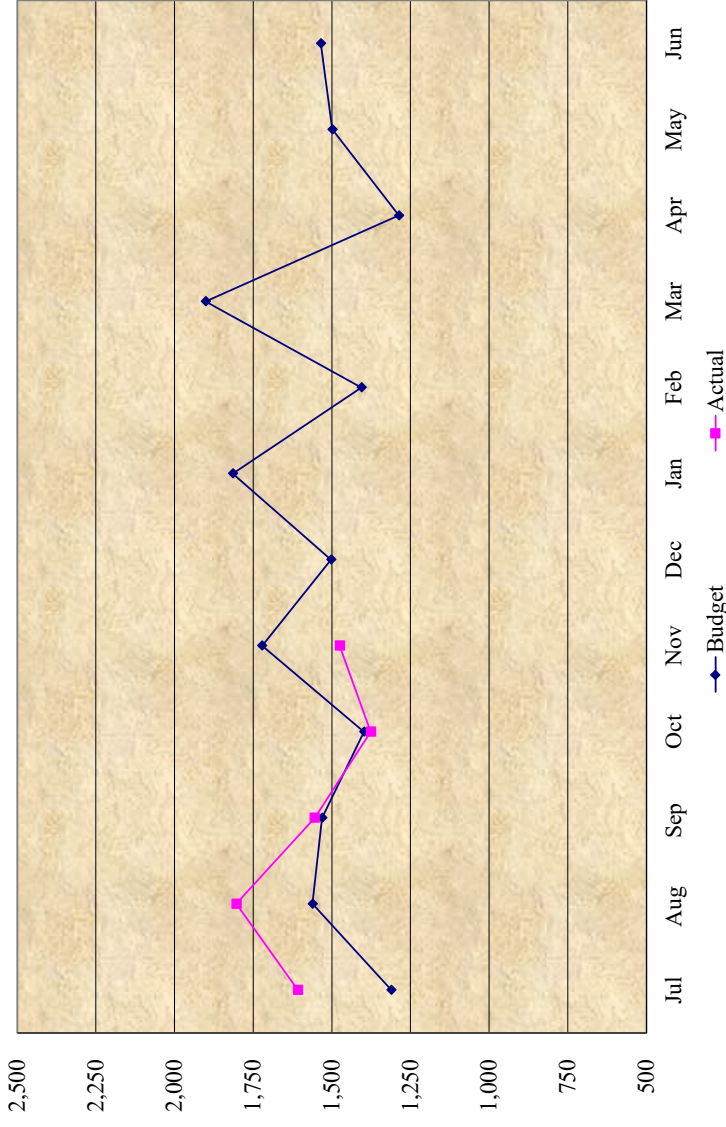
Budget:	49,382
Actual:	48,425
Variance	(957)

**Fiscal Year 2022-2023**

**Sludge & Mixed Inert Tons**

*Sludge & Mixed Inerts*

Month	Budget	Actual	Variance
Jul	1,311	1,608	297
Aug	1,562	1,804	242
Sep	1,531	1,555	24
Oct	1,398	1,377	(21)
Nov	1,722	1,475	(247)
Dec	1,503		
Jan	1,815		
Feb	1,406		
Mar	1,901		
Apr	1,287		
May	1,498		
Jun	1,535		
<b>Totals:</b>	<b>18,471</b>	<b>7,818</b>	<b>294</b>



**Year to Date**

Budget:	7,524
Actual:	7,818
Variance	294

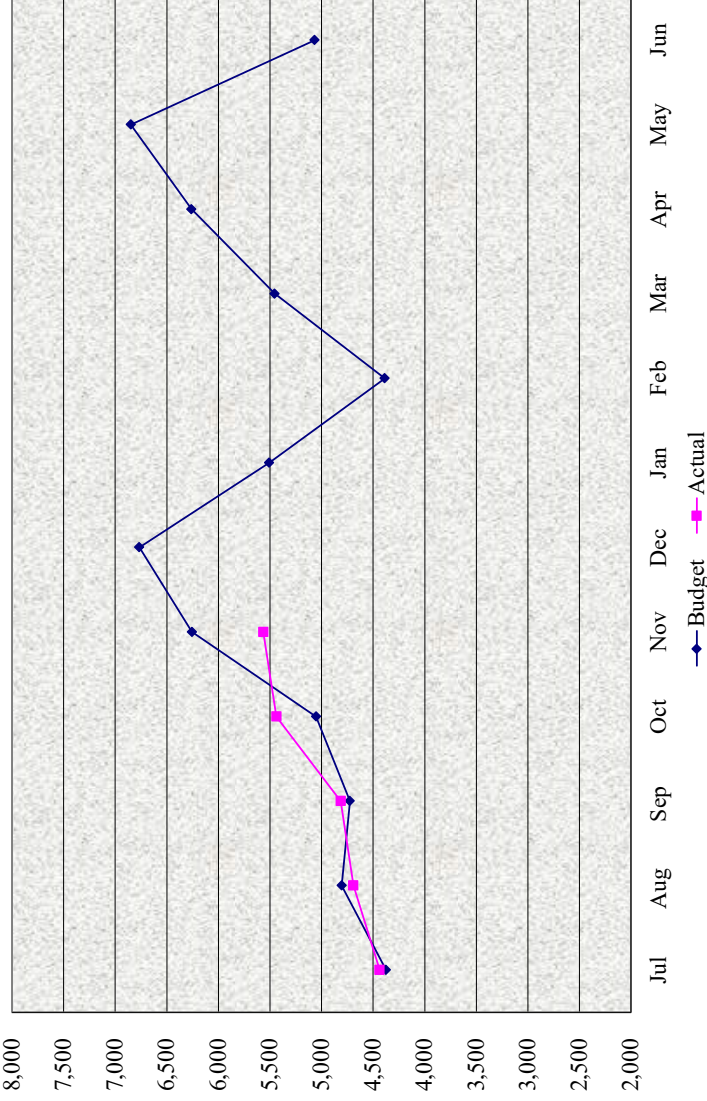
Includes: Sludge, Dried Sludge & Mixed Inert

**Fiscal Year 2022-2023**

**Green Waste Tons**

Month	Budget	Actual	Variance
Jul	4,375	4,437	62
Aug	4,804	4,690	(114)
Sep	4,725	4,813	88
Oct	5,052	5,437	384
Nov	6,256	5,564	(693)
Dec	6,766		
Jan	5,509		
Feb	4,388		
Mar	5,454		
Apr	6,260		
May	6,849		
Jun	5,066		
<b>Totals:</b>	<b>65,505</b>	<b>24,941</b>	<b>(272)</b>

**Green Waste**



**Year to Date**

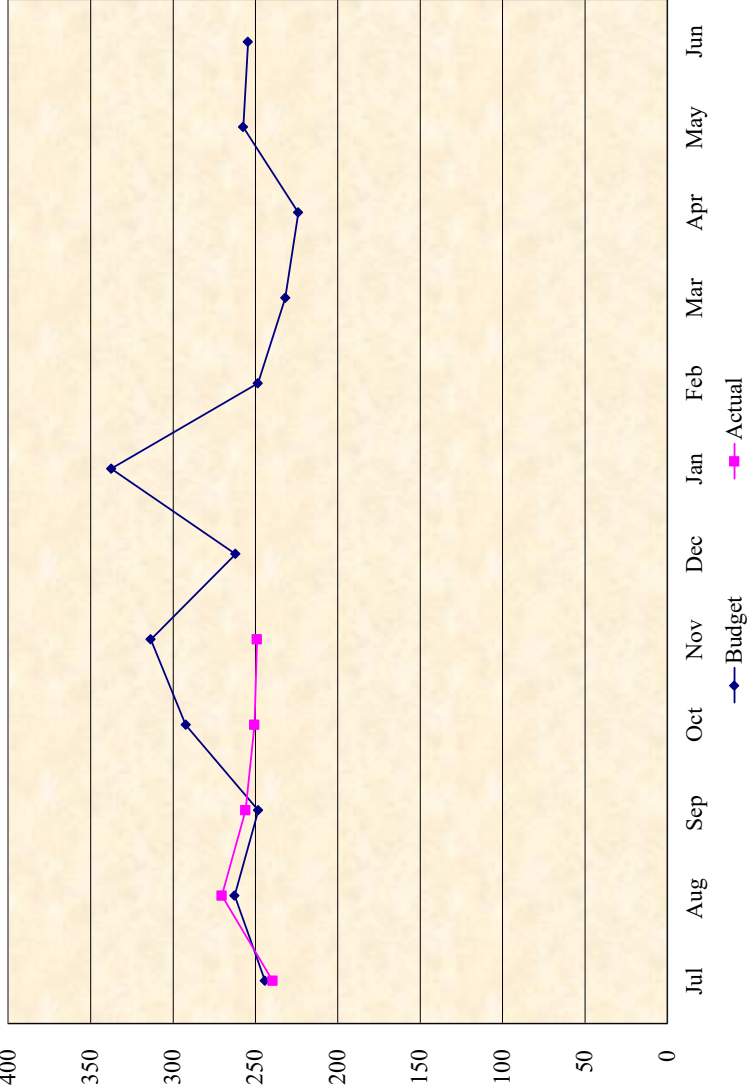
Budget:	25,213
Actual:	24,941
Variance	(272)

**Fiscal Year 2022-2023**

**Food Waste Tons**

**Food Compost**

Month	Budget	Actual	Variance
Jul	244	239	(5)
Aug	263	270	8
Sep	248	256	8
Oct	292	251	(42)
Nov	313	249	(64)
Dec	262		
Jan	337		
Feb	248		
Mar	232		
Apr	224		
May	257		
Jun	254		
Totals:	3,176	1,265	(95)



**Year to Date**

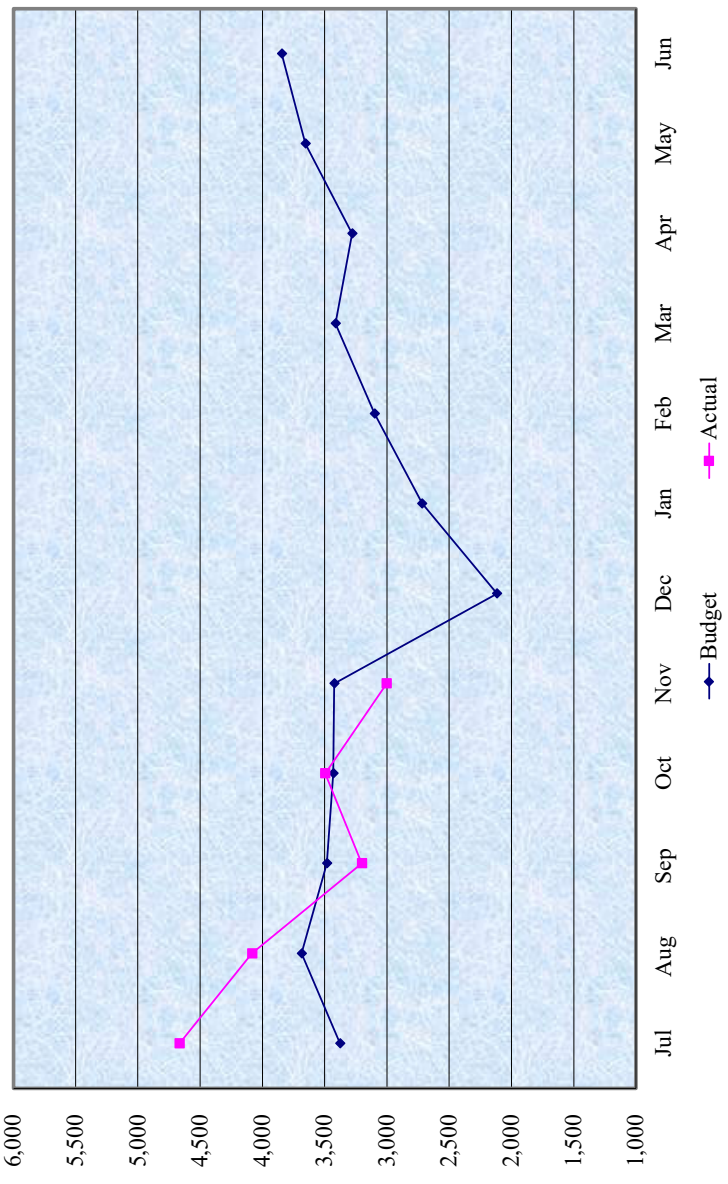
Budget:	1,361
Actual:	1,265
Variance	(95)

**Fiscal Year 2022-2023**

**Inert Tons**

*Inert*

Month	Budget	Actual	Variance
Jul	3,377	4,666	1,289
Aug	3,686	4,083	397
Sep	3,482	3,202	(280)
Oct	3,430	3,497	67
Nov	3,423	3,004	(419)
Dec	2,116		
Jan	2,718		
Feb	3,099		
Mar	3,412		
Apr	3,279		
May	3,654		
Jun	3,845		
<b>Totals:</b>	<b>39,522</b>	<b>18,451</b>	<b>1,054</b>



**Year to Date**

Budget:	17,398
Actual:	18,451
Variance	1,054

Fiscal Year 2022-2023

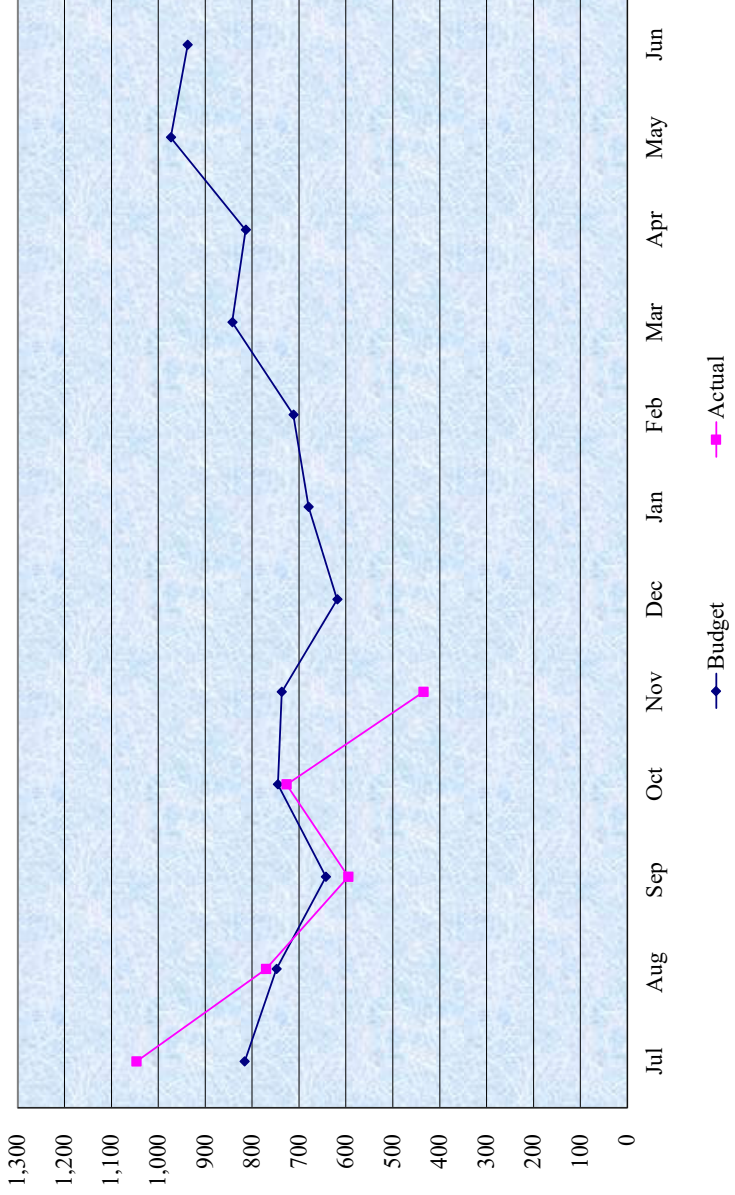
Wood

Wood

Month	Budget	Actual	Variance
Jul	816	1,047	231
Aug	748	771	22
Sep	643	595	(48)
Oct	745	727	(18)
Nov	737	435	(302)
Dec	618		
Jan	680		
Feb	712		
Mar	842		
Apr	814		
May	973		
Jun	937		
Totals:	9,266	3,574	(115)

Year to Date

Budget:	3,689
Actual:	3,574
Variance	(115)





**Fiscal Year 2022-2023**

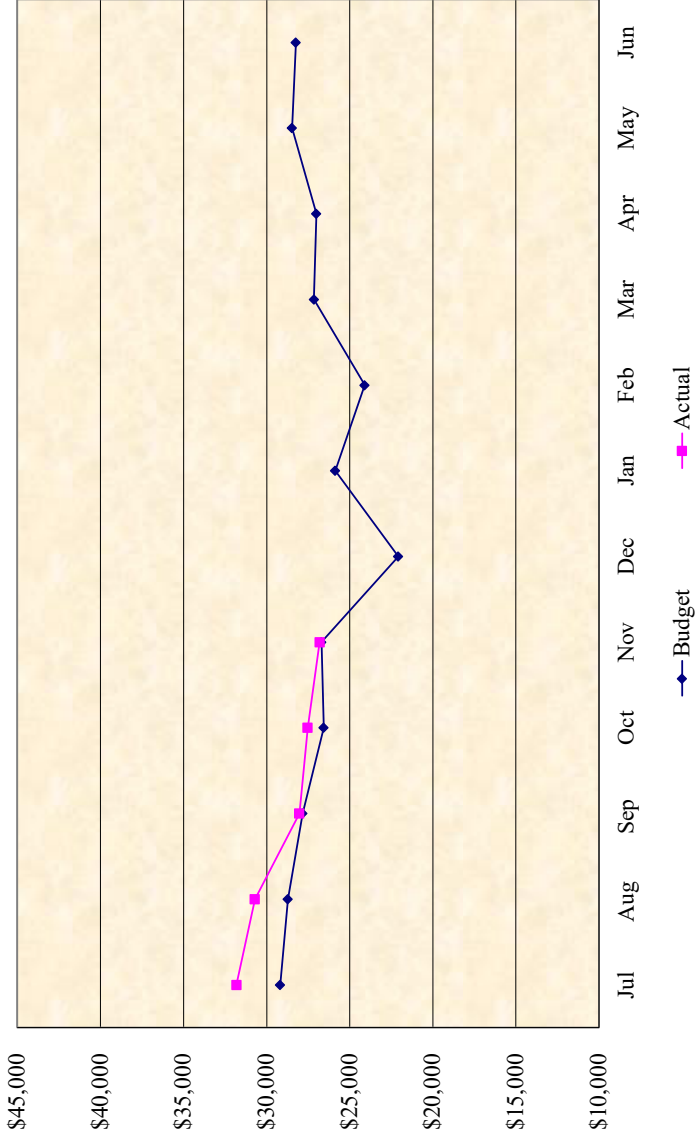
**Miscellaneous Tipping Fee Revenue**

Month	Budget	Actual	Variance
Jul	\$29,174	\$31,807	\$2,632
Aug	\$28,713	\$30,705	\$1,992
Sep	\$27,840	\$28,031	\$191
Oct	\$26,573	\$27,518	\$946
Nov	\$26,706	\$26,800	\$94
Dec	\$22,071		
Jan	\$25,878		
Feb	\$24,103		
Mar	\$27,150		
Apr	\$27,015		
May	\$28,465		
Jun	\$28,230		
<b>Totals:</b>	<b>\$321,918</b>	<b>\$144,861</b>	<b>\$5,855</b>

**Year to Date**

Budget:	\$139,006
Actual:	\$144,861
Variance	\$5,855

**Miscellaneous Tipping Fee Revenue**



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**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS**                      DATE: **JANUARY 12, 2023**  
FROM: **KEN GREHM / STEPHANIE ULMER**  
SUBJECT: **SECOND AMENDMENT TO THE AGREEMENT WITH SHAW YODER  
ANTWIH SCHMELZER & LANGE FOR LEGISLATIVE ADVOCACY  
SERVICES**

**RECOMMENDED ACTION:**

Authorize the Executive Director or designee, upon review and approval by WPWMA counsel, to sign the Second Amendment to the Legislative Advocacy Services Agreement with Shaw Yoder Antwih Schmelzer & Lange, Inc. (SYASL) extending the Agreement for an additional one-year period for a total cost of \$54,000, increasing the total not-to-exceed cost of the Agreement to \$162,000.

**BACKGROUND:**

In 2014, after conducting a competitive procurement process, your Board approved an agreement with SYASL for professional services related to providing legislative advocacy services including development of a strategic agenda and ongoing advocacy, monitoring, and reporting on behalf of the WPWMA. To ensure the WPWMA was receiving the most qualified services at the best rate, in 2020 the WPWMA again conducted a competitive procurement for these services. In December 2020, your Board approved a new Agreement with SYASL; In January 2022, your Board approved the First Amendment to the Agreement extending the term for an additional one year period.

Considering SYASL's in-depth understanding of solid waste legislation and regulation including specific issues of importance to the WPWMA, such as mandatory organics recycling and treated wood waste, staff believe it is in the WPWMA's best interest to continue working with SYASL and subsequently recommends extending the Agreement for an additional one-year term.

**ENVIRONMENTAL CLEARANCE:**

The recommended action is not considered a "project" pursuant to CEQA Guidelines, Article 20, Section 15378 because it is an administrative activity that will not result in a physical change in the environment.

**FISCAL IMPACT:**

The proposed Second Amendment would authorize an additional \$54,000 in funding for 2023 services, matching the 2022 rates and bringing the total Agreement to an amount not to exceed \$162,000. This is an anticipated expense, sufficient funding for which is included in the FY 2022/23 Final Budget.

ATTACHMENT:    SECOND AMENDMENT

**ADMINISTRATING AGENCY:** Western Placer Waste Management Authority

**AGREEMENT NO.:** 103538

**DESCRIPTION:** Second Amendment to the Legislative Advocacy Services Agreement

This Second 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 **Shaw Yoder Antwih Schmelzer & Lange, Inc.**, a California Corporation (hereinafter referred to as the "Consultant").

### **RECITALS**

1. The WPWMA and Consultant have entered into that certain Legislative Advocacy Services Agreement as of December 15, 2020 which was previously amended as of January 13, 2022 by the First Amendment (hereinafter referred to as the "Agreement").
2. The introduction and carryover of legislation in 2023 that could impact the WPWMA will require ongoing monitoring, reporting, and advocacy to adequately represent WPWMA's interests and influence legislation.
3. The WPWMA and Consultant desire to extend the Agreement, under the existing terms and conditions, for the purpose of providing continued advocacy services throughout the 2023 calendar year.

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. In addition to the services contemplated in the Agreement, Consultant shall also provide all services listed in Exhibit A-1 "Scope of Services" for the 2023 California Legislative Session.
2. 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 and sixty-two thousand dollars (\$162,000) without the prior written approval of the WPWMA."
3. The last sentence in Exhibit B, **Payment for Services Rendered**, shall be replaced with the following sentence:  
"The total amount payable for all services provided under this Agreement shall not exceed one hundred and sixty-two thousand dollars (\$162,000)."

The Agreement shall remain unchanged and in full force and effect. After this Second Amendment is duly executed and delivered by WPWMA and Consultant, this Second 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: \_\_\_\_\_  
Ken Grehm, Executive Director

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

SHAW YODER ANTWIH SCHMELZER & LANGE, INC.

By: \_\_\_\_\_  
Jason Schmelzer, Partner

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

Approved as to Form:

By: \_\_\_\_\_  
WPWMA Counsel

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**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS**                      DATE: **JANUARY 12, 2023**

FROM: **KEN GREHM / WILL SCHEFFLER** *WS*

SUBJECT: **FIRST AMENDMENT TO THE AGREEMENT WITH SCS ENGINEERS  
FOR WATER QUALITY MONITORING SERVICES**

**RECOMMENDED ACTION:**

Authorize the Executive Director or designee, upon review and approval of WPWMA Counsel, to sign the First Amendment to the Agreement with SCS Engineers (SCS) for abandonment and destruction of groundwater monitoring well MW-22 associated with the excavation of Module 6 for a total of \$29,296, increasing the total not-to-exceed cost of the Agreement to \$227,796.

**BACKGROUND:**

At the May 10, 2022 Board Meeting, your Board approved plans and specifications and authorized staff to solicit bids for the soil excavation project associated with constructing Western Regional Sanitary Landfill's (WRSL) Module 6. The project involved excavating approximately 1,450,000 cubic yards of soil from the designated Module 6 area.

The location of groundwater monitoring well MW-22 prohibited the construction contractor from beginning excavation and presented a unique challenge as it was deeper than the planned excavation depth. The WPWMA tasked SCS with developing a solution for the destruction of MW 22 so that excavation could commence while maintaining the integrity of groundwater below. In consideration of the tight timeframe of the pending excavation, the WPWMA directed SCS to proceed with the task prior to amending the Agreement to fund this additional service.

On December 8, 2022, SCS provided WPWMA with the actual cost for the MW-22 destruction which is included as a new task in the First Amendment. While the original Agreement includes a \$10,000 Additional Services Task, it is insufficient to fund the required services and will be preserved for future identified services.

**ENVIRONMENTAL CLEARANCE:**

An Environmental Impact Report (EIR) for the WRSL, including final cover projects, was certified by your Board in August of 1996. A supplemental EIR addressing the impacts of landfill heights was certified by your Board in August of 2000. No further environmental review was required. As part of the scope of work, SCS obtained a monitoring well destruction permit from Placer County Environmental Health.

**FISCAL IMPACT:**

The cost of the provided work in the proposed First Amendment is \$29,296. The proposed First Amendment would increase the total not-to-exceed cost of the Agreement to \$227,796. Sufficient funding for these services is included in the FY 2022/23 Budget.

ATTACHMENT: FIRST AMENDMENT

**ADMINISTERING AGENCY:** Western Placer Waste Management Authority

**AGREEMENT:** SCN105279

**DESCRIPTION:** First Amendment to Agreement for Water Quality Monitoring Services

This FIRST Amendment is made to be effective as of, from and after the day of \_\_\_\_\_, 2023 and between the **WESTERN PLACER WASTE MANAGEMENT AUTHORITY**, a joint powers authority organized under California law (hereinafter referred to as the "WPWMA"), and SCS Engineers a California Corporation (hereinafter referred to as the "Consultant").

### **RECITALS**

1. The WPWMA and Consultant have entered into that certain "Agreement" for water quality monitoring services at the Western Regional Sanitary Landfill (WRSL) as of May 18, 2022, (hereinafter referred to as the "Agreement").
2. Beginning on September 12, 2022, De Silva Gates Construction, under separate contract with the WPWMA, began the excavation of soil in preparation for subsequent construction of the of WRSL Module 6 liner system.
3. Pursuant to the approved plans and specifications for the project, groundwater monitoring well MW-22 would have to be destroyed before the excavation could commence.
4. In recognition of the extremely time sensitive nature of the monitoring well destruction, WPWMA requested that Consultant move forward with the destruction of the monitoring well with the acknowledgement that the cost of the destruction was within the Agreement's existing budget and would be either reallocated from other task items or would be budgeted in a separate task added in an amendment to the Agreement. Consultant agreed and proceeded with the monitoring well destruction pursuant to all regulatory and reporting requirements.
5. Consultant proposed, and WPWMA agrees, to increase the Agreement budget by \$29,296, for a total not to exceed maximum cost of \$227,796 to account for this additional work.
6. The WPWMA has determined, that given the operational need to perform this work as soon as possible to allow for the excavation of soils associated with construction of Module 6, it is in the WPWMA's and the public's best interest to require Consultant to conduct the necessary work and forego the public procurement process for this work.
7. 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:**

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

“The total amount payable for all services provided under this Agreement, including Additional Services, shall not exceed Two Hundred Twenty-Seven Thousand Seven Hundred Ninety-Six Dollars (\$227,796) without the prior written approval of the WPWMA.”

- b. Exhibit A, Scope of Services, shall be amended to add Task 4 – MW-22 Abandonment and include the following:

“Prior to commencement of field activities, SCS will obtain a monitoring well destruction permit from Placer County. After the permit is issued, SCS will coordinate with the County regarding the well destruction schedule for grouting inspection. SCS will prepare a site-specific health and safety plan that will be implemented with all well installation activities pertaining to this project. SCS will retain a qualified C-57 licensed drilling subcontractor to perform well abandonment activities. The monitoring well will be abandoned by first removing the surface completion, which consists of a steel monument approximately three feet in height and surrounding concrete apron. The well will then be over-drilled using a 12-inch hollow stem auger drilling rig equipped with 12-inch augers. The augers will be advanced to the bottom of the well borehole (approximately 140 ft. bgs) removing the PVC well casings, grout, bentonite, and sand filter pack. Once the total depth is reached, the augers will be raised by approximately five feet and the annular space will be filled with neat bentonite cement grout (4% by weight) to five feet above the saturated zone (approximately 92 feet bgs; for reference, Module 6 will be excavated to approximately 40 ft. bgs in the area of MW-22). The grout will be pumped through a tremie pipe that extends the length of the open annular space to ensure a bottom-up fill. Sections of the tremie pipe may be removed during grouting operation provided that the open end of the tremie pipe remains within the grout so that the grout is forced upwards in the annulus and allowed to set for 30 minutes. The remaining annular space will then be filled with bentonite slurry to the ground surface. All down-hole drilling equipment will be decontaminated prior to the start of drilling and after abandonment activities are completed. Following completion of the proposed activities, SCS will prepare a Monitoring Well Abandonment Report to be submitted to WPWMA and RWQCB. This Report will present the details and procedures of the abandonment activities, as performed.”

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 Contractor, this First Amendment shall be and constitute an integral part of the Agreement.

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

Western Placer Waste Management Authority

By: \_\_\_\_\_  
Ken Grehm, P.E.  
Executive Director

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

SCS Field Services

By: \_\_\_\_\_  
Galen Petoyan,  
Senior Vice President

By: \_\_\_\_\_  
Curtis Jang,  
Senior Vice President/CFO

APPROVED AS TO FORM:

By: \_\_\_\_\_  
WPWMA Counsel

**EXHIBIT B.7**  
**PAYMENT FOR SERVICES RENDERED**

Payment to Contractor will be made by the WPWMA on an hourly basis in accordance with Exhibit B-1.4 – Fee Schedule.

Contractor shall submit invoices monthly for work performed describing in detail the work and work hours performed, the person(s) performing the work, his/her hourly rate, and the expenses for which reimbursement is claimed. Contractor shall include a spreadsheet that shows task budgets, charges by task for the current invoice, cumulative charges to date by task, and percent of budget remaining by task. Contractor shall state hours worked by each individual for the given reporting month. Contractor 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. Contractor shall provide such additional information as the WPWMA may request to verify any of the amounts claimed for payment in any invoice. Contractor shall not exceed the individual task budgets set forth in Table 1. Such task budgets may be formally amended by written agreement of Contractor and the WPWMA Executive Director or designee. The total amount payable for all services provided under this Agreement shall not exceed Two Hundred Twenty-Seven Thousand Seven Hundred Ninety-Six Dollars (\$227,796).

**Table 1: Not-to-Exceed Task Budgets**

<b>Task</b>	<b>Description</b>	<b>Existing Budget</b>	<b>First Amendment</b>	<b>Total</b>
1	Routine Measurement, Sampling, Analysis and Reporting	\$180,000	---	\$180,000
2	Composting General Order	\$8,500	---	\$8,500
3	Additional Services	\$10,000	---	\$10,000
4	MW-22 Abandonment	---	\$29,296	\$29,296
<b>Total</b>		<b>\$198,500</b>	<b>\$29,296</b>	<b>\$227,796</b>

**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS**                      DATE: **JANUARY 12, 2023**  
FROM: **KEN GREHM / STEPHANIE ULMER** *SU*  
SUBJECT: **AGREEMENT WITH THE MATTRESS RECYCLING COUNCIL**

**RECOMMENDED ACTION:**

1. Authorize the Executive Director or designee, upon review and approval by WPWMA counsel, to execute an Agreement with the Mattress Recycling Council, LLC (MRC) for free collection and recycling of Bye Bye Mattress Program Products from the WPWMA's facility.
2. Adopt Resolution 23-01 establishing an acceptance policy and temporary tipping fee structure for Bye Bye Mattress Program Products coincident with the term of the Agreement with MRC.

**BACKGROUND:**

In 2013, California enacted SB 254 requiring mattress manufacturers to establish and maintain a program to manage the collection, transportation, processing and recycling of mattresses discarded in the state. SB 254 was intended to relieve local governments of the economic burden of managing postconsumer mattresses. The mattress industry established the MRC, a nonprofit organization, to oversee its mattress stewardship program known as Bye Bye Mattress.

The MRC contracts with operators of various solid waste facilities, such as the WPWMA's to provide collection containers, hauling and recycling of Bye Bye Mattress Program Products (mattresses and box springs/foundations) at no cost. While MRC provides compensation to facilities for Program Products collected, the amount does not offset the full cost of program participation.

Despite its efforts over the past several years, staff was unable to reach a reasonable and cost-effective agreement with the previous MRF operator for participation in the program. To address this issue, during the MRF procurement process and development of the MRF operating agreement, staff included provisions that the MRF operator is required to participate in Extended Producer Responsibility (EPR) programs including the Bye Bye Mattress program. As a result, no amendment to FCC's MRF operating agreement is necessary to implement the proposed program. Staff have worked closely with FCC on program logistics and FCC has been helpful and supportive in this regard. The WPWMA's participation in MRC's program is consistent with the WPWMA's legislative platform to support EPR, adding to the list of EPR programs benefitting the WPWMA and its customers, including programs for recycling or proper disposal of paint, sharps, and carpet.

While participation in the Bye Bye Mattress program will result in a net cost to the WPWMA (as discussed in the Fiscal Impact section below), staff believe the following benefits warrant the WPWMA's participation in the program:

- Direct and immediate cost savings to the WPWMA's residential customers, as up to 4 qualifying Program Products will be accepted for free. The typical amount charged to a customer by the WPWMA for disposal of a queen-sized mattress is \$21.75.

- Commercial customers will continue to be charged the Municipal Solid Waste tipping fee (currently \$95.50 per ton / \$21.75 per cubic yard) for disposal of mattresses.
- Eliminating the cost for residents to dispose of mattresses should help reduce the number of mattresses illegally dumped throughout the WPWMA's service area. For example, in 2022, Placer County's Roads Division delivered 20 illegally dumped mattresses to the WPWMA's facility.
- A landfill airspace savings of approximately 10,000 cubic yards per year which equates to approximately 6 days of normal landfill operations.
- Staff secured a \$10,000 MRC grant to purchase a forklift ramp to assist FCC in managing Program Products, thereby reducing costs associated with the program and improving FCC's operational efficiency and safety when managing and loading mattresses into MRC-supplied containers.
- The WPWMA consistently generates additional annual revenues over the amount included in its annual operating budget. Consequently, staff have determined that no adjustment or increase to tipping fees will be necessary to support the program. Program costs will be accounted for in future annual budgets.

Staff recommend your Board approve a temporary adjustment to the WPWMA's acceptance policy and tipping fee structure related to Bye Bye Mattress Program Products. Staff anticipate the temporary policy and pricing structure would remain in effect for the term of the Agreement between the WPWMA and MRC, attached. As proposed, the initial term of the Agreement would be for two (2) years with annual renewals thereafter and could be terminated for any reason with thirty (30) days' notice.

#### **ENVIRONMENTAL CLEARANCE:**

The recommended actions do not individually or collectively constitute a "Project" under the California Environmental Quality Act Guidelines Section 15378(a).

#### **FISCAL IMPACT:**

Based on the receipt of 12,897 units in calendar year 2022, 9,959 of which would have been eligible for free disposal under the proposed program, the WPWMA could realize a gross annual reduction in tipping fees of approximately \$173,300. However, considering savings associated with reducing the number of mattresses landfilled and the per unit payment to the WPWMA from MRC, the WPWMA may realize a net reduction of approximately \$23,100 in annual revenues through its participation in the program. The attached table provides additional details about the cost analysis of the proposed program.

As noted above, the WPWMA typically generates sufficient additional annual reserves such that other material tipping fees would not need to be increased to fund the proposed project.

ATTACHMENT: PROGRAM COST ANALYSIS  
RESOLUTION 23-01  
AGREEMENT

### Bye Bye Mattress Program Participation Cost Analysis

Description	Value	Units
Total mattresses accepted	12,897	count
Delivered by non-residential customers	2,809	count
Delivered in excess of 4 units per visit	129	count
Total mattress count subject to fee reduction	9,959	count
Estimated % of mattresses that qualify for program	95%	-
Estimated weight of average mattress	75	pounds
Estimated volume of average mattress	0.80	cubic yards
Mattress tip fee	\$21.75	per cubic yard
FCC landfill operating fee	\$30.82	per ton
Disposal tax paid to the State	\$1.40	per ton
Current estimated value of landfill airspace	\$11.00	per cubic yard
MRC payment to WPWMA for qualifying mattresses	\$2.25	per unit
(A) Change in Annual Tip Fee Revenue (=9,959 x 0.80 x \$21.75)	(\$173,287)	-
(B) FCC landfill operating fee savings (=12,897 x 95% x 75/2000 x \$30.82)	\$14,160	
(C) Disposal tax savings (=12,897 x 95% x 75/2000 x \$1.40)	\$643	-
(D) Landfill airspace savings (=12,897 x 95% x 0.80 x \$11.00)	\$107,819	-
(E) MRC payments to WPWMA (=12,897 x 95% x \$2.25)	\$27,567	-
Net Change in Annual Tip Fee Revenue (=A + B + C + D + E)	(\$23,097)	-



## **California Used Mattress Recycling Program Collection Facility and Used Mattress Management Services Agreement**

This Agreement (“Agreement”) is effective on \_\_\_\_\_ (“Effective Date) by and between Western Placer Waste Management Authority, a joint powers authority located at 3013 Fiddymont Road, Roseville, CA 95747 (the “Service Provider”) and Mattress Recycling Council California, LLC, a Delaware limited liability company having its offices at 501 Wythe Street, Alexandria, VA 22314 (“MRC”).

### **RECITALS**

**Whereas**, MRC is the “mattress recycling organization” certified by the State of California to plan and implement a Mattress recycling program in California (the “Program”), as set forth in California Public Resources Code §§ 42985 – 42994 (2014) (the “Act”), and is organized (among other things) to negotiate and execute agreements to collect and transport used Mattresses for Recycling;

**Whereas**, MRC and the Service Provider wish to enter into this Agreement, which describes the terms and conditions under which the Service Provider will provide the Services described herein to MRC;

**Now, therefore**, for and in consideration of the terms of this Agreement and the mutual promises and covenants contained herein, the parties hereto agree as follows:

### **ARTICLE 1 – DEFINITIONS**

- 1.1 “Consolidate” means (as applicable) accepting, handling, storing, and packing only acceptable Program Products into Collection Containers provided by, or approved for use by, MRC or its subcontractors in a manner that is efficient, complies with the requirements of MRC or its subcontractors, and is conducive to safe and efficient transport.
- 1.2 “Collection Containers” are containers provided by MRC, the Service Provider or their contractors to hold and transport Program Products.
- 1.3 “Collection Facility(ies)” means all permanent or temporary collection facilities that are owned, leased, subleased, or otherwise controlled by the Service Provider and designated by the Program to collect Program Products, and as specifically identified in Attachment D (“Collection Facility Information”).



- 1.4 “Effective Date” means the date that the parties’ obligations begin under this Agreement. The Effective Date is the first date shown above.
- 1.5 “Foundation” means a ticking-covered structure used to support a Mattress or sleep surface. The structure may include constructed frames, foam, box springs, or other materials, used alone or in combination.
- 1.6 “Guidelines” mean the Mattress Recycling Council’s California Mattress Recycling Program Collection Guidelines, which provide an overview of the program and which are amended from time to time. MRC reserves the right to update, change, modify, amend, add or remove terms, or otherwise alter the Guidelines at any time without prior notice. The current and effective Guidelines are posted and maintained at <https://mattressrecyclingcouncil.org/wp-content/uploads/MRC-CA-State-Guidelines.pdf>. Notwithstanding any other term of this Agreement, MRC may provide notice of any amendments to the Guidelines via email to Service Provider at the email address set forth below in Article 12. The effective Guidelines as of the date of this Agreement are contained in Attachment E.
- 1.7 “Materials and Activities” mean materials, supplies, tools, vehicles, equipment, labor, water, light, power, facilities, construction of any nature, supervision, and all other services, acts, activities, resources, and goods, but not Collection Containers, necessary for or otherwise used by the Service Provider to Collect, Pack, and otherwise comply with and fully perform its obligations under the Agreement.
- 1.8 “Mattress” means resilient material or a combination of materials that is enclosed by a ticking (the outermost layer of fabric or related material of a Mattress) that is intended or promoted for sleeping upon, foundations, Renovated Mattresses, Renovated Foundations, and futon Mattresses. “Mattress” does not include any of the following: (i) an unattached mattress pad, an unattached mattress topper, including any item with resilient filling, with or without ticking, that is intended to be used with or on top of a mattress, (ii) a sleeping bag or pillow, (iii) a car bed, (iv) juvenile products, including a carriage, basket, dressing table, stroller, playpen, infant carrier, lounge pad, crib or bassinet mattress, crib bumper, or any pad for such juvenile product, (v) a product that contains liquid or gaseous filled ticking, including any water bed and or any air mattress that does not contain upholstery material between the ticking and the mattress core, and/or (vi) any upholstered furniture that does not otherwise contain a detachable mattress, including, without limitation, a fold-out sofa bed, sleeper sofa or folding cot.
- 1.9 “Non-Conforming Units” are Program Products that must be disposed of as solid waste because they are contaminated or too damaged to recycle.
- 1.10 “Non-Program Products” mean products not covered by the Program. Non-Program Products include: sleeping bags, pillows, an unattached mattress pad or mattress topper (even items with resilient filling intended to be used with or on top of a mattress), car bed, crib or bassinet mattress, juvenile products or the pads used for such juvenile products, waterbeds, air mattresses that contain no upholstery material (such as a camping mattress), units manufactured by California Prison Industry Authority and sofa beds.

- 1.11 “Program Products” means and includes Mattresses, as defined herein, Foundations and Renovated Mattresses or Renovated Foundations.
- 1.12 “Program” means the California Used Mattress Recycling Program created by MRC.
- 1.13 “Recycle” or “Recycling” means the process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste and returning them to the economic mainstream in the form of a raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace. Recycling does not include, incineration, pyrolysis, distillation, or biological conversion other than composting.
- 1.14 “Recycler” means an entity that engages in the manual or mechanical separation of Mattresses to substantially recover components and commodities contained in Mattresses for the purpose of reuse or recycling.
- 1.15 “Renovate” or “Renovation” means altering a used Mattress or Foundation for the purpose of resale and includes one or more of the following: (a) replacing the Mattress ticking or filling; (b) adding additional filling; (c) rebuilding a used Mattress or (d) replacing components with new or post-consumer materials unless the material is a clean recycled material, consists of used electronic parts or controls, or is a used Mattress base that is not covered by ticking. Material sent to renovation will be considered Recycled material.
- “Renovate” or “Renovation” does not include any of the following: (a) stripping a Mattress of its ticking or filling without adding new material; (b) sterilizing or sanitizing a Mattress without otherwise altering the Mattress; (c) altering a Mattress by a Renovator when a person retains the altered Mattress for lease, rental or personal use or (d) refurbishing that disqualifies a Mattress for a yellow wholesale renovator tag to be affixed to the Mattress, in accordance with the regulations adopted by the Department of Consumer Affairs.
- 1.16 “Retailer” means any party who sells Mattresses in California or offers to a Consumer a Mattress in California through any means, including, but not limited to, by remote offering, including sales outlets or catalogs, electronically through the internet, by telephone, or through the mail.
- 1.17 “Services” means all services for which Service Provider is responsible, as described in this Agreement and in the Attachments hereto, including any and all Materials and Activities.
- 1.18 “State” means the State of California.
- 1.19 “Temporary Collection Events” mean an event hosted by the Service Provider to Consolidate Program Products at locations within the State that are short in duration and not at permanent collection facilities.
- 1.20 “Transportation Providers” or “Transporter” means a contractor hired by MRC or Service Provider to transport Program Products from the Collection Facilities or Temporary Collection Events.
- 1.21 “Unit” means a single Mattress or box spring dropped off at a facility by a California resident. For example, an individual mattress and an individual box spring would each constitute a single Unit.

## **ARTICLE 2 – TERM OF AGREEMENT**

- 2.1 This Agreement will commence upon the Effective Date and will remain in full force and effect for a period of two (2) years (the “Initial Term”). This Agreement will automatically renew for additional successive one (1) year terms. Either party may terminate the contract for any reason upon thirty (30) days’ notice.
- 2.2 If the agreement is terminated, the Service Provider will, at no additional cost to MRC, immediately make all Collection Containers available for pick up by MRC’s Transporter.

## **ARTICLE 3 – GENERAL OBLIGATIONS OF THE SERVICE PROVIDER**

- 3.1 In consideration of MRC’s payments, if any, to the Service Provider for Services, and for activities undertaken at MRC’s expense, the Service Provider will perform the Services provided for in Attachment A (“Scope of Work”) in conformity with the Program and Guidelines, except to the extent the Program and/or Guidelines conflict with the terms of this Agreement or any applicable Law.
- 3.2 The Service Provider will manage all Program Products Consolidated at the Collection Facilities only in accordance with Attachment A (“Scope of Work”) and will not dispose of Program Products in any other method without the prior written approval of MRC.
- 3.3 The Service Provider is responsible for and will manage, at its sole expense, any and all Non-Program Products it collects at the Collection Facilities or places in Collection Containers. MRC accepts no responsibility for such Non-Program Products and will not pay Service Provider any consideration in connection with such Non-Program Products.
- 3.4 The Service Provider will not charge any fees to California residents that drop off Program Products with the Service Provider, up to the maximum number as specified in Attachment D. This section does not preclude the Service Provider from charging fees for curbside collection or services other than Program Product drop off. Nothing in this Agreement prohibits the Service Provider from charging fees to California residents, businesses, or other entities for dropping off Non-Program Products.
- 3.5 The Service Provider will inspect the Collection Containers upon arrival and determine whether they are in proper condition for use. MRC or its contractor is responsible for replacing any defective Collection Containers and repairing normal wear-and-tear to the Collection Containers. The Service Provider will immediately notify MRC if at any point during the term of the Agreement a Collection Container(s) is not in proper condition for use and will not use any such defective Collection Containers until they are repaired or replaced by MRC or its contractor. If a Collection Container is functional, but is delivered in a damaged condition, the Service Provider will notify MRC or its contractor in writing of the nature and location of such damage upon the arrival of the Collection Container.
- 3.6 The Service Provider will inspect each Unit before placing it in a Collection Container to confirm whether it is a Program Product. Service Provider will separate Non-Conforming Units and will dispose of such Units as solid waste.

## **ARTICLE 4 – SERVICE PROVIDER REPRESENTATIONS AND WARRANTIES**

The Service Provider represents, covenants, and warrants that: it is a joint powers authority in good standing and qualified to conduct business in California, and has all necessary approval, capacity, and authority to enter into this Agreement and fully perform its obligations under this Agreement.

## **ARTICLE 5 – MRC OBLIGATIONS**

- 5.1 Upon receiving a request from the Service Provider, MRC will arrange for timely pick-up of Program Products Consolidated by the Service Provider. MRC or an MRC contractor will, at its expense, arrange for the transport to a Recycler.
- 5.2 MRC will make available to the Service Provider consumer brochures and signs identifying the site as an MRC drop-off location.
- 5.3 Unless the Service Provider elects to provide its own Collection Containers, MRC will assign, via email, an MRC approved Transporter. MRC's Transporters will provide Collection Containers to the Service Provider. All Collection Containers furnished by a Transporter will remain the property of the Transporter.

## **ARTICLE 6 – TITLE AND RISK OF LOSS**

- 6.1 The Service Provider (and not MRC) has title to and risk of loss and liability for any and all Program Products, Non-Conforming Units and Non-Program Products that the Service Provider receives. Notwithstanding the foregoing, once a Transportation Provider accepts for transportation any Program Products Collected by the Service Provider under this Agreement and Consolidated on a Collection Container, title to and risk of loss as to those Program Products, will transfer to that Transportation Provider. MRC at no time takes title to or assumes liability for any Program Products, Non-Conforming Units or Non-Program Products. However, MRC will require in its contracts with its Transportation Providers that they accept title and risk of loss immediately upon accepting any Program Products for transportation from the Service Provider.
- 6.2 MRC is not responsible for any damage to persons or property resulting from the use, misuse, or failure of any equipment used by the Service Provider, or by any of its employees or contractors, including the Collection Containers, even if such equipment is furnished, rented, or loaned to the Service Provider by MRC.

## **ARTICLE 7 – CONSIDERATION AND PAYMENT**

- 7.1 As consideration under this Agreement, MRC or its contractors will; (i) facilitate the transportation of Program Products by Transportation Providers as set forth in this Agreement; (ii) pay the Service Provider for Services rendered as set forth in this Agreement; and (iii) perform other services incidental to the management of the Program.
- 7.2 MRC will pay Service Provider for Services rendered in the amount set forth in Attachment B ("Compensation Rates"). No other payment or reimbursement will

be made for the Service Provider's Collection of Program Products, furnishing of the Materials and Activities, or its performance of the Services.

- 7.3 The Service Provider will invoice MRC on a monthly basis, either by hardcopy or electronically, as determined by MRC. Invoices must include the information included in Attachment C ("Model Invoice") and must state:
- a. the unique, identifying invoice number;
  - b. the specific work categories of Services provided for under the Agreement;
  - c. the specific number of Units consolidated;
  - d. copies of each Transportation Bill of Lading or equivalent shipping documentation; and
  - e. any additional information as agreed to in writing by the parties that is relevant to the Services being performed by the Service Provider.
- 7.4 MRC reserves the right to refuse payment of any invoice or portion thereof that is not received in an acceptable form or for Services performed by the Service Provider but not invoiced for more than 90 days.
- 7.5 All amounts invoiced by the Service Provider to MRC, or paid by MRC to the Service Provider, are subject to audit by MRC, as described below in ARTICLE 8 – AUDIT AND INSPECTION RIGHTS OF MRC.
- 7.6 The Service Provider will submit invoices to:

To: Mattress Recycling Council California, LLC  
Attn: Accounts Payable  
Phone: 1-855-229-1691  
E-mail: [payables@mrc-us.org](mailto:payables@mrc-us.org)  
Address: 501 Wythe Street Alexandria, VA 22314

MRC will send Service Provider payments to:

To: Western Placer Waste Management Authority  
Attn: Becky Correa  
Phone: (530) 745-3599  
E-mail: [bcorrea@placer.ca.gov](mailto:bcorrea@placer.ca.gov)  
Address: 3091 County Center Drive, Suite 220, Auburn, CA 95603

- 7.7 Provided that the Service Provider has supplied the required information and otherwise performed its obligations under this Agreement, MRC will pay such invoice within thirty (30) days of the date that MRC receives the invoice. In the event MRC has a good-faith objection to an invoice, MRC will pay the undisputed amount pursuant to the terms of this Agreement and notify in writing the Service Provider of said objections and describe in reasonable detail the basis for the objections. The Dispute Resolution provisions in ARTICLE 14 - DISPUTE RESOLUTION will be used to resolve such disputed portion of an invoice. During any such dispute, the Service Provider will continue with its responsibilities under this Agreement and will not stop providing the Services unless this Agreement is

terminated. MRC will make all payments due to the Service Provider over which there is no good-faith dispute.

- 7.8 MRC's payment of all or a part of an invoice neither relieves the Service Provider of any of its obligations under this Agreement nor constitutes a waiver of any claims by MRC.
- 7.9 The Service Provider warrants that, to the best of its knowledge, all documents, including invoices, billings, back-up information for invoices, and reports, submitted by the Service Provider to MRC to support amounts invoiced in connection with the Services truly reflect the facts about the activities and transactions to which they pertain. The Service Provider warrants that MRC, for whatever purpose, may rely upon all such documents and the data therein as being complete and accurate. The Service Provider will promptly notify MRC upon discovery of any instances where the Service Provider becomes aware of any discrepancies in relation to documents under this Article.

### **ARTICLE 8 – AUDIT AND INSPECTION RIGHTS OF MRC**

- 8.1 MRC may audit and inspect, the Service Provider's Collection Facilities during the Collection Facilities' hours of operation, as well as any other site at which the Service Provider performs the Services. MRC will provide the Service Provider with at least twenty-four (24) hours' notice before any such audit or inspection.
- 8.2 The Service Provider will permit MRC to audit, examine, and make excerpts and transcripts, for any books or records, and to make audits of any invoices, materials, records, and other data related to all other matters covered by this Agreement.

### **ARTICLE 9 – INDEMNIFICATION**

- 9.1 The Service Provider, and its successors and assigns (collectively, the "Indemnifying Party"), will, to the extent allowed by law, indemnify, defend, and hold harmless MRC and its sole member (as identified under MRC's Certificate of Incorporation), and their officers, directors, employees, successors, assigns, attorneys, agents, and invitees (collectively, the "Indemnified Parties") from and against any and all claims, demands, actions, losses, liabilities, damages (including punitive or exemplary damages), and all expenses and costs incidental thereto (collectively, "Claims"), including cost of defense, settlement, arbitration, and reasonable attorney's fees, resulting from injuries to or death of persons, including but not limited to employees of either party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the Indemnifying Party, or the acts or omissions of anyone else directly or indirectly acting on behalf of the Indemnifying Party, its officers, agents, employees, or contractors, or for which the Indemnifying Party is legally liable under law regardless of whether caused in part by an Indemnified Party.
- 9.2 MRC, and its successors and assigns (collectively, the "MRC Indemnifying Party"), will, to the extent allowed by law, indemnify, defend, and hold harmless the Service Provider and its officers, directors, stockholders, employees, successors, assigns,

attorneys, agents, and invitees (collectively, the “MRC Indemnified Parties”) from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively, “Claims”), including cost of defense, settlement, arbitration, and reasonable attorney’s fees, resulting from injuries to or death of persons, including but not limited to employees of either party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the MRC Indemnifying Party, or the acts or omissions of anyone else directly or indirectly acting on behalf of the MRC Indemnifying Parties, or for which the MRC Indemnifying Party is legally liable under law excepting only such injury, death, or damage to the extent caused by the active negligence or willful misconduct of an MRC Indemnified Party.

9.3 The following provisions apply to Paragraphs 9.1 and 9.2 above:

- a. This indemnity will not be limited by the types and amounts of insurance or self-insurance maintained by the Indemnifying or Indemnified Parties or their contractors;
- b. Nothing in this indemnity will be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party; and
- c. The provisions of this indemnity will survive the expiration or termination of this Agreement.

9.4 MRC WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF SUCH POTENTIAL DAMAGES. NOTHING IN THIS AGREEMENT CONSTITUTES A WAIVER OR LIMITATION OF ANY RIGHTS THAT MRC MAY HAVE UNDER THE APPLICABLE LAW.

**ARTICLE 10 – INSURANCE**

10.1 The Service Provider must maintain, at its own expense, the policies of the following minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
a. Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
b. Workers Compensation	Statutory

10.2 The Service Provider may utilize self-insurance to satisfy all the obligations related to the Required Insurance. To the extent that the Service Provider relies

on its self-insurance to meet its obligations, the Service Provider warrants that it satisfies all the requirements of this Article by virtue of its self-insurance. The intent of this paragraph is to impose on the Service Provider all the same requirements and obligations that would have been imposed on one or more insurance carriers had the Service Provider procured the Required Insurance instead of relying on self-insurance.

- 10.3 The Required Insurance, except for worker's compensation insurance, must contain or be endorsed to contain MRC California, LLC and its sole member and their officers, agents, and employees, as additional insureds and a waiver of subrogation in favor of MRC California, LLC and its sole member and their officers, agents, and employees. The Service Provider will obtain any endorsement that may be necessary to affect the waiver of subrogation. The Required Insurance policies (except for worker's compensation) must contain (i) a written statement in the policies or in endorsements thereto that they are each primary insurance to any other insurance available to the Service Provider or to any additional insureds or additional named insureds, and (ii) a separation of insureds provision stating that the insurance applies separately to each insured against whom a claim is made or a suit is brought and that the actions or omissions of any insured that might give rise to application of an exclusion to coverage apply only to that insured actually committing the actions or omissions.
- 10.4 Service provider must submit current evidence of insurance before work begins. Certificates of insurance and renewals are to be sent via electronic mail to: [Contracts@mrc-us.org](mailto:Contracts@mrc-us.org). Insurance brokers shall remit all renewals to the same email address.
- 10.5 Service Provider is required to provide MRC with notification of any cancellation or change in Service Provider's insurance coverage during the period of the Agreement with MRC with not less than thirty days' notice prior to the date said cancellation or change becomes effective.
- 10.6 In the event a Certificate of Insurance required by this Article should expire or be cancelled during the term of this Agreement, Service Provider agrees to provide, at least thirty days prior to said expiration or cancellation, a new Certificate of Insurance evidencing coverage, as provided for herein, for not less than the remainder of the Agreement.
- 10.7 Compliance by Service Provider with the foregoing requirements to carry insurance and furnish certificates will not relieve Service Provider from liability assumed under the provisions of this Agreement.
- 10.8 Both Parties will require all third parties that it uses to provide any services under this contract to comply with the same insurance requirements specified above.
- 10.9 MRC at its own expense shall carry and maintain on a continuous basis the following insurance coverage during the term of this Agreement (collectively, "MRC Required Insurance"):
  - a. Commercial General Liability insurance written on an occurrence basis covering personal injury, property damage, and bodily injury and death with



limits not less than \$1,000,000 each occurrence, and \$2,000,000 in the aggregate; and

- 10.10 Upon receiving a written request from the Service Provider, MRC shall provide a Certificate of insurance evidencing insurance demonstrating that the MRC Required Insurance is in full force and effect and all premiums paid. All MRC Required Insurance is subject to reasonable audit and review by the Service Provider or its designees at any time. MRC promptly shall cooperate with all reasonable requests made in connection with such audit or review. Within seven (7) days of any written request from the Service Provider, MRC shall provide the Service Provider with certified copies of all binders of insurance, policies of insurance, and all endorsements thereto. If any deficiencies are found during such audit or review related to any of the Required Insurance, MRC will correct the deficiencies at its sole expense as soon as reasonably possible and, in any event, within fourteen (14) days of being provided with notice thereof.
- 10.11 The MRC Required Insurance must be placed with insurers that are authorized to do business in the State. Approval of the insurance by the Service Provider will not relieve or decrease the liability of MRC hereunder.
- 10.12 For all Required Insurance policies, MRC shall provide thirty (30) days' advance written notice to the Service Provider of any reduction or nonrenewal of coverage or cancellation of coverage for any reason MRC shall require that its Transportation Providers carry appropriate insurance, including the following (collectively, the "Transportation Provider's Insurance"):
- a. Commercial General Liability insurance written on an occurrence basis covering personal injury, property damage, and bodily injury and death with limits not less than \$1,000,000 each occurrence, and \$2,000,000 in the aggregate;
  - b. Commercial Automobile Liability insurance (owned, non-owned or hired) with limits not less than \$1,000,000 combined single limit;
  - c. Workers' Compensation Insurance as required by the State or other applicable Law.

## **ARTICLE 11 – ASSIGNMENT AND SUBCONTRACTING**

- 11.1 The Service Provider may not assign, novate, or otherwise transfer (including transfer by operation of law) this Agreement or the obligations and rights hereunder without the express written consent of MRC.
- 11.2 MRC reserves the right to subcontract its duties and rights under this Agreement (including the conduct of audits, inspections and monitoring activity) to third parties. Service Provider agrees that such subcontractors to MRC will have the same rights and responsibilities as MRC, unless otherwise noted.

## **ARTICLE 12 – NOTICES**

Except where otherwise expressly authorized, notice will be by first class certified or registered mail, or by commercial delivery service issuing a receipt for delivery. Notices

will be addressed as set forth below. Either party may change the address information below by providing written notice to the other party. Notice is effective upon delivery, or if delivery is refused, when delivery is attempted.

To: Mattress Recycling Council California, LLC  
Attn: Gayle Hanlon, Senior Counsel  
Email: [ghanlon@mrc-us.org](mailto:ghanlon@mrc-us.org)  
Address: 501 Wythe Street Alexandria, VA 22314

To: Western Placer Waste Management Authority  
Attn: Eric Oddo, PE, Program Manager  
Phone: (916) 543-3984  
E-mail: [eoddo@placer.ca.gov](mailto:eoddo@placer.ca.gov)  
Address: 3013 Fiddlyment Road, Roseville, CA 95747

### **ARTICLE 13 – INDEPENDENT CONTRACTOR STATUS**

- 13.1 The parties intend that the Service Provider, in performing the Services specified herein, is acting as an independent contractor and that the Service Provider will control the work and the manner in which it is performed. This Agreement is not intended and may not be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association.
- 13.2 Each party, or its subcontractors, as appropriate, is solely liable and responsible for providing all compensation and benefits due to, or on behalf of, all persons performing work on its behalf in connection with this Agreement. Neither party has any liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the other party.
- 13.3 Each party understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of that party and not employees of the other party. Each party is solely liable and responsible for furnishing any and all Workers' Compensation benefits to its employees as a result of any injuries arising from or connected with any work performed by or on behalf of that party pursuant to this Agreement.
- 13.4 MRC has no authority to manage, direct, or supervise employees, representatives, or agents of the Service Provider, including how they perform the work and achieve compliance with applicable Law. MRC does not have responsibility for making day-to-day and critical decisions regarding the Services, including the management or supervision of any activities comprising the Services.
- 13.5 Third-party Transportation Providers are independent contractors and are not employees, partners, or agents of either party. Neither party is liable for the acts or omissions of third-party Transportation Providers under this Agreement.

## **ARTICLE 14 - DISPUTE RESOLUTION**

- 14.1 Subject to the conditions and limitations of this Article, any controversy or claim arising out of or relating to this Agreement will be exclusively settled by arbitration under the laws of the State of California, in accordance with the rules of the American Arbitration Association.
- 14.2 The parties agree to consolidation of any arbitration between them with any other arbitration involving, arising from, or relating to this Agreement.
- 14.3 Each party hereto accepts the jurisdiction of the courts of the State of California for the purposes of commencing, conducting, and enforcing an arbitration proceeding pursuant to this Article. Each party will accept service of notice of the other party's intent to proceed with arbitration, and of any other step in connection therewith or enforcement thereof, if such notice is in writing and sent by certified letter addressed to said party according to Article 14.1, and such notice will have the same effect as if the party had been personally served within the State of California.
- 14.4 Any decision of an arbitrator engaged under this Article is final, binding, and enforceable upon both parties.
- 14.5 The Service Provider will continue with its responsibilities under this Agreement during any dispute.
- 14.6 The parties will continue to work during the dispute resolution process in a diligent and timely manner in accordance with all applicable provisions of this Agreement.
- 14.7 Each party hereto will bear the costs and expenses incurred by it in connection with such arbitration processes. The cost of any independent decision maker will be shared equally between the parties.

## **ARTICLE 15 – CONFIDENTIALITY/PUBLICITY**

- 15.1 The Service Provider will not disclose any details in connection with this Agreement to any person or entity without MRC's prior written authorization, except as may be otherwise provided hereunder or required by law. However, in recognizing the Service Provider's need to identify its services and related clients to sustain it, MRC will not inhibit the Service Provider from publishing its role in the Program within the following conditions:
  - a. The Service Provider may utilize and develop publicity material regarding the MRC Program only upon the prior written consent of MRC, which consent will not be unreasonably withheld; and
  - b. During the term of the Agreement, the Service Provider will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of MRC without the prior written consent of MRC, which consent will not be unreasonably withheld.
- 15.2 The Collection Facilities may be listed, referenced, or advertised as collection sites by MRC for the Program during the term of this Agreement.

- 15.3 MRC agrees and acknowledges that Service Provider is a public entity subject to the California Public Records Act (California Government Code Section 6250 et. seq. (the "PRA")) and that this Agreement and documents associated with this Agreement are public records subject to disclosure under the PRA.

#### **ARTICLE 16- UNCONTROLLABLE CIRCUMSTANCES**

- 16.1 Neither party will be liable for its failure to perform hereunder, in whole or in part, due to contingencies beyond its reasonable control ("Uncontrollable Circumstance(s)"), including, but not limited to strikes, riots, war, fire, acts of God or terrorism, pandemic, injunction, compliance with any applicable federal, state, local, and other laws, ordinances, rules, regulations or orders of any public body having jurisdiction, whether valid or invalid, whether now existing or hereafter created. For further clarification, Uncontrolled Circumstances do not include fluctuations in commodity or scrap prices, demand for such materials, or other such changes that affect the economic condition of the market as it relates to recycling and recycled goods.
- 16.2 The parties will use their best efforts to overcome or remove any Uncontrollable Circumstance and to minimize the effect of such Uncontrollable Circumstance and any costs resulting therefrom.
- 16.3 Each party will assume the risk of all losses and damages directly incurred by them except as otherwise limited pursuant to the terms of this Agreement, which arise out of an Uncontrollable Circumstance event. Neither party should be entitled to recover from the other revenues lost due to the occurrence of an Uncontrollable Circumstance, provided further, however, that each party is obligated in good faith and to the extent not detrimental to its interests and within any applicable provision of law, to jointly attempt to mitigate the damages, costs and expenses arising out of an Uncontrollable Circumstance event.
- 16.4 The party asserting that an Uncontrollable Circumstance exists will, as a condition precedent to the right to claim the benefits of this Section, promptly after becoming aware of such Uncontrollable Circumstance, and in any event, within fifteen (15) calendar days from the date on which said party becomes or should have become aware of the occurrence of such Uncontrollable Circumstance, notify the other party of such event. This party will then, within fifteen (15) days of such initial notice, provide a written notice of the effect, if any, on either party's obligations under this Agreement, and available areas of mitigation or saving of the costs associated with such event. Each party will continue to keep the other party advised with respect to the anticipated impact of such Uncontrollable Circumstance.

#### **ARTICLE 17 – MISCELLANEOUS PROVISIONS**

- 17.1 **No Waiver.** The failure at any time to enforce any provision of this Agreement or failure to exercise any right herein granted does not constitute a waiver of such

provision or of such right thereafter to enforce any or all of the provisions of this Agreement.

- 17.2 **Selective Waiver.** Either party may waive any default by the other party under this Agreement by an instrument in writing to that effect and no such waiver will extend to any subsequent or other default by the other party. No failure or delay on the part of either party to exercise any right hereunder operates as a waiver thereof. Either party may elect to selectively and successively enforce its rights hereunder, such rights being cumulative and not alternative.
- 17.3 **Entire Contract/Order of Precedence.** This Agreement and all Attachments and exhibits hereto, and all referenced documents, including the Guidelines, constitute the entire agreement between the parties with respect to the matters herein, and integrates, merges, and supersedes all prior negotiations, representations, or agreements relating thereto, whether written or oral, except to the extent they are expressly incorporated herein. The provisions of this Agreement and the accompanying document are to be construed and interpreted as consistent whenever possible. Any conflicts in this Agreement and the accompanying documents will be resolved in accordance with the following descending order of precedence:
- a. Attachment A (“Scope of Work”);
  - b. Attachment B (“Compensation Rates”);
  - c. The terms of this Agreement
  - d. Attachment E (“Guidelines”);
  - e. Attachment D (“Collection Facility Information”); and
  - f. Attachment C (“Model Invoice”).
- 17.4 **Amendment or Modification.** Unless otherwise provided herein, no amendments, changes, alterations, variations, or modifications to this Agreement will be effective unless in writing and signed by the respective duly authorized officers of the parties hereto.
- 17.5 **Additional Sites.** Service Provider, either currently or in the future, may have additional sites, solid waste facilities, collection facilities or subsidiaries (“Additional Sites”) that it wishes to add to this Agreement. Additional Sites may become a Service Provider under this Agreement by executing its own Compensation Rate form in Attachment B and Collection Facility Information form in Attachment D. The Additional Sites will then be governed by the terms of this Agreement and the Attachments hereto (including its personalized Compensation Rate form in Attachment B and personalized Collection Facility Information form in Attachment D). Any changes or modifications made by an Additional Site to Attachment B and Attachment D will not affect other Service Providers that exist under this Agreement, nor will it change or modify any of the other Service Providers' terms, conditions, responsibilities and/or liabilities under this Agreement.
- 17.6 **Governing Law/Venue.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State will govern its interpretation and effect.

- 17.7 **Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof will remain in full force and effect and will in no way be affected, impaired, or invalidated thereby.
- 17.8 **Calendar Days.** Any reference to the word “day” or “days” herein will mean calendar day or calendars days, respectively, including weekends and Federal Holidays, unless otherwise expressly provided. If a deadline falls on a weekend or Federal Holiday, the next business day will be the applicable deadline.
- 17.9 **No Third-Party Beneficiary.** This Agreement is intended solely for the benefit of the parties hereto, and no third party has any right or interest in any provision of this Agreement or as a result of any action or inaction by any party in connection therewith.
- 17.10 **Authorization.** Each party represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations set forth herein. The representative(s) signing this Agreement on behalf of each party represents that he/she has the authority to execute this Agreement on behalf of the applicable party and to bind it to its contractual obligations hereunder.
- 17.11 **Electronic Signatures.** Unless otherwise prohibited by law or Service Provider policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a writing as set forth in Evidence Code Section 1550. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the Service Provider.
- 17.12 **Survival of Terms.** All services performed and deliverables provided pursuant to this Agreement are subject to the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement will so survive, including but not limited to: ARTICLE 4 – SERVICE PROVIDER REPRESENTATIONS AND WARRANTIES; ARTICLE 6 – TITLE AND RISK OF LOSS; ARTICLE 8 – AUDIT AND INSPECTION RIGHTS OF MRC; ARTICLE 9 – INDEMNIFICATION; ARTICLE 10 – INSURANCE; ARTICLE 13 – INDEPENDENT CONTRACTOR STATUS; ARTICLE 14 - DISPUTE RESOLUTION; ARTICLE 15 – CONFIDENTIALITY/PUBLICITY; and ARTICLE 17 - MISCELLANEOUS.

**IN WITNESS WHEREOF**, the parties have each caused this Agreement to be executed by its duly authorized representative on the day and year set forth below.

By:

\_\_\_\_\_  
Catherine Lyons, Manager  
**Mattress Recycling Council  
California, LLC**

\_\_\_\_\_  
Ken Grehm, Executive Director  
**Western Placer Waste Management  
Authority**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
**MRC Legal Approval**

## **ATTACHMENT A: SCOPE OF WORK**

As part of the Services under this Agreement, the Service Provider will do the following:

1. Provide the Services necessary to Consolidate acceptable Program Products up to the maximum number specified in Attachment D, that are dropped off by individual California residents for pick up by Transportation Providers.
2. Include no Non-Program Products, no Non-Conforming Units and no Units that are unsuitable for recycling, including Units contaminated with bed bugs, in the Collection Containers.
3. Notify MRC assigned Transporter *before* Collection Containers are full to allow adequate time for Transporter to schedule pick-up services.
4. Provide to MRC a minimum of ninety (90) days' advance notice of any Temporary Collection Events conducted by the Service Provider that include the Collection of Program Products dropped off by individual California residents free of charge to be picked up by Transportation Providers at the Temporary Collection Event.



**ATTACHMENT B: COMPENSATION RATES**

**Service Provider: Western Placer Waste Management Authority**

Service	Description	Unit Price
<p><b><u>Program Product Consolidation</u></b></p>	<p>MRC will compensate Service Provider for all Program Products dropped off by California residents for which Service Provider has not collected a fee and that Service Provider Consolidates in a Collection Container. The Service Provider will not place Non-Program Products, Non-Conforming Units or Units that are unsuitable for recycling, including Units contaminated with bed bugs, in Collection Containers.</p>	<p>\$2.25 per Unit<sup>1</sup></p>

**MRC and Service Provider hereby agree to the foregoing compensation rates, in accordance with the terms set forth herein.**

MRC initials: \_\_\_\_\_

Service Provider initials: \_\_\_\_\_

---

<sup>1</sup> No sooner than one year following the effective date of this Agreement, and provided that Service Provider makes a written request therefor in writing, the compensation rates will be adjusted based on actual percentage change to the Solid Waste Collection Producer Price Index (PPI) published by the Bureau of Labor Statistics (Series ID: PCU5621115621112) for the most recent available twelve-month period using published finalized numbers, not preliminary numbers. No sooner than one year following the effective date of any PPI adjustment to compensation rates made pursuant to this paragraph, Service Provider may make an additional written request for a PPI adjustment. No annual PPI adjustment will be made absent a written request therefor. In each case, the PPI adjustment will be made for the most recent available and finalized twelve-month period only. Published preliminary PPI numbers released by the Bureau of Labor Statistics will not be included. Annual PPI adjustments that are not requested by Service Provider in accordance with this paragraph are forfeited.

**ATTACHMENT C: MODEL INVOICE**

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

**Service Provider:** \_\_\_\_\_

**Collection Facility Location:** \_\_\_\_\_

**Unique Identifying Invoice Number:** \_\_\_\_\_

**Dates of Service:** \_\_\_\_\_

<b>Service</b> (refer to Attachment B of Agreement for definitions of below Service terms)	<b>Quantity of Units</b>	<b>Unit Price</b>	<b>Invoiced Amount</b>
Program Product Consolidation		\$2.25 per Unit	
TOTAL			

**The above invoice represents, to the best of my knowledge, complete and accurate information regarding the Services rendered and for which the Service Provider seeks payment through the Program. I hereby certify on behalf of the Service Provider that the attached back-up documentation is accurate.**

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

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

**ATTACHMENT D: COLLECTION FACILITIES**

**Service Provider: Western Placer Waste Management Authority**

Full name of site	Western Placer Waste Management Authority
Full address of site	3195 Athens Ave, Lincoln, CA 95648
Phone number for general public	(916) 543-3960
Days/hours open to the public	Monday – Friday 7 a.m. – 5 p.m. Weekends 8 a.m. – 5 p.m.
Website address	<a href="https://www.wpwma.ca.gov">https://www.wpwma.ca.gov</a>
Contact person’s name and title	Stephanie Ulmer, Environmental Resources Specialist
Contact person’s phone number & email address	(916) 543-3985 <a href="mailto:SUlmer@placer.ca.gov">SUlmer@placer.ca.gov</a>
Maximum # of units per vehicle, per day for residents	4
Maximum # of units per vehicle, per day for other entities	0
Drop-off residency requirement? (list cities, towns, counties or eligible residential areas)	None
Will mattresses collected as part of bulky curbside programs be placed in the MRC container? (If yes, complete the supplemental table.)	No

**MRC and Service Provider hereby agree that all facilities listed in Attachment D are covered by the terms and conditions set forth in this Agreement.**

MRC initials: \_\_\_\_\_

Service Provider initials: \_\_\_\_\_

# Before the Board of Directors

## Western Placer Waste Management Authority

In the matter of:

Resolution No. 23-01

**TEMPORARY WASTE ACCEPTANCE POLICY AND  
PARTIAL SUSPENSION OF COLLECTION OF TIPPING  
FEES ASSOCIATED WITH THE MATTRESSES  
RECYCLING COUNCIL'S BYE BYE MATTRESS  
PROGRAM PRODUCTS**

The following resolution was duly passed by the Board of Directors of the Western Placer Waste Management Authority at a regular meeting held January 12, 2023, by the following vote on roll call:

Ayes:

Noes:

Abstain:

Absent:

Signed and approved by me after its passage.

---

Chair

Attest:

---

Clerk of said Board

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**WHEREAS**, the Western Placer Waste Management Authority's (WPWMA) legislative platform includes supporting Extended Producer Responsibility (EPR) programs designed to alleviate the burden on local governments of management of certain postconsumer wastes; and

**WHEREAS**, the WPWMA has entered into an agreement with the Mattress Recycling Council (MRC) to participate in their EPR program wherein the MRC provides collection containers, transport and recycling of Bye Bye Mattress Program Products at no cost to the WPWMA or its facility contract operators; and

**WHEREAS**, the WPWMA's participation in the Bye Bye Mattress Program requires receipt of up to four (4) qualifying Program Products from residential customers at no cost; and

**WHEREAS**, in order for the WPWMA to participate in the Bye Bye Mattress Program, it is appropriate to provide for a temporary waiver in the tipping fees charged to residential customers delivering Bye Bye Mattress Program Products to the WPWMA's facility; and

**WHEREAS**, the WPWMA Board of Directors has the duty to establish tipping fees for the WPWMA's facilities; and

**WHEREAS**, in order to provide Placer County residents the benefits of participation in the Bye Bye Mattress Program, the WPWMA has determined that it is appropriate to temporarily suspend the collection of tipping fees associated with Bye Bye Mattress Program Products delivered to the WPWMA's facilities for the term of the agreement between the WPWMA and MRC.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE WESTERN PLACER WASTE MANAGEMENT AUTHORITY:**

The WPWMA hereby enacts the following acceptance policy related to Bye Bye Mattress Program Products:

1. The WPWMA will accept up to four (4) Bye Bye Mattress Program Products from residential customers per day at no cost. Units delivered by residents in excess of four (4) will be charged the Municipal Solid Waste rate in place at the time of receipt.
2. Bye Bye Mattress Program Products include:
  - a. Mattresses – including any sleep surface covered with ticking or fabric that contains resilient material such as steel innersprings, foam, fiber or other filling or upholstery materials, used alone or in combination, regardless of size or shape.
  - b. Box Springs – ticking or fabric-covered structure used to support a mattress or sleep surface comprised of a frame, foam, springs or other structure, or other materials, used alone or in combination, including adjustable bases or foundations and stationary foundations.
3. Products not eligible for free drop-off include: items that are wet, heavily soiled or infested with bedbugs; air mattresses; car beds; cushions; crib mattresses or pads; mattress toppers or pads; pillows; sleeping bags; sofa beds; water beds.
4. Commercial customers will continue to be charged for mattresses and box springs at the MSW rate in place at the time of receipt.

**BE IT FURTHER RESOLVED:** That this Board approves the temporary partial suspension in the collection of the current MSW tipping fee for up to four (4) Bye Bye Mattress Program Products delivered by an individual residential customer at any one time to the WPWMA's facility.

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**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS**                      DATE: **JANUARY 12, 2023**

FROM: **KEN GREHM / WILL SCHEFFLER** *WS*

SUBJECT: **SHORT-TERM PROCESSING OF SINGLE STREAM RECYCLABLES**

**RECOMMENDED ACTION:**

1. Adopt Resolution 23-02 establishing a temporary tipping fee for single-stream recyclable materials delivered by Waste Management (WM) of Sacramento and allowing for disposal of residue at the Western Regional Sanitary Landfill (WRSL) resulting from processing WM's single-stream recyclables.
2. Authorize the Executive Director or designee, upon review and approval by WPWMA Counsel, to execute the Third Amendment to the MRF Operating Agreement with FCC Environmental Services California (FCC) exercising the provision for receipt and processing of WM's single-stream recyclable materials and establishing a processing fee for these materials.
3. Authorize the Executive Director to confirm with the County of Placer that the proposed project is exempt from Placer County Code Section 8.16.210 regarding importation of wastes from outside of Placer County.

**BACKGROUND:**

During the recent MRF operations procurement process and negotiation of flow commitment agreements with the WPWMA's Member Agencies, your Board expressed interest in receiving and processing materials from jurisdictions outside Placer County as a way to utilize available operational capacity and generate revenues that could potentially help reduce the magnitude of future tipping fee increases. In November 2022, staff were approached by WM to discuss the possibility of the WPWMA receiving and processing single-stream recyclables from their Sacramento operations between May and October 2023 while their transfer station is remodeled.

WM estimates delivery of approximately 200 tons per weekday of single-stream recyclables to the WPWMA's MRF for processing and has agreed to a tipping fee of \$135 per ton. WM will provide all necessary trucking assets at their cost, and the WPWMA would commit to processing the single-stream recyclables for recovery and disposing any residual materials at the WRSL. WM has further indicated that no minimum recovery level or subsequent reporting to WM by the WPWMA is required.

At the December 8, 1988 meeting, your Board adopted Resolution 89-01 which prohibited the disposal of wastes at the WRSL that were generated outside of the geographical boundary of Placer County. WM expressed concern that backhauling residue generated from processing their materials to another landfill would be prohibitively expensive, making a deal with the WPWMA infeasible. As such, staff recommends your Board allow residue generated from the processing of WM's single stream materials to be disposed of at the WRSL. Staff analyzed the potential capacity

implications of this recommendation and have concluded that the total amount of residue generated from these materials could consume up to one (1) month of airspace depending on the recovery rate achieved by FCC from these materials. Further, staff estimate that the WRSL will have approximately one (1) year of excess available capacity at the time that the Module 6 liner project is completed. As such, staff have determined that allowing disposal of residue from the processing of WM materials will not have an adverse impact on the long-term availability of airspace capacity at the WRSL.

Proposed Resolution 23-02 serves to establish the short-term tipping fee of \$135 per ton solely for the single-stream materials delivered to the WPWMA by WM and allow for the disposal of residue resulting from the processing of these materials at the WRSL. As with other material tipping fees, this fee of \$135 per ton would be remitted to the WPWMA by WM at the time the materials are delivered to the facility. As proposed, Resolution 23-02 would become effective upon approval and automatically expire upon: 1) Written notice from WM of the completion of their Sacramento transfer station upgrades and associated need to deliver materials to the WPWMA's facility for processing, or 2) December 31, 2023, whichever occurs first.

In accordance with the MRF Operating Agreement between FCC and the WPWMA, the parties met to discuss FCC's ability to receive and process the type and quantity of materials that would be delivered by WM. In recognition of the state of operability of the existing MRF and the current efforts of FCC to upgrade the facility, the parties agreed that allowing FCC the flexibility to determine how best to process the materials and limit the requirement to report to the WPWMA specific material recovery metrics would help maintain a lower overall cost to FCC and maximize the WPWMA's economic benefit of the proposed deal. As such, the parties agreed that paying FCC a rate of \$70 per ton was fair and reasonable. WPWMA and FCC staff negotiated the attached draft Third Amendment; staff recommend that your Board delegate authority to the Executive Director to designee to finalize and execute the amendment in substantially the same form as attached.

Additionally, a provision in Placer County code regarding the import of waste into the County without first securing approval by the Placer County Board of Supervisors. Specifically, Section 8.16.210 of Placer County Code states:

"It is unlawful for any person excluding individual homeowners to transport refuse into this county without first securing a written permit to do so from the board of supervisors. The board of supervisors may issue such permit if they find that issuance of such permit would not endanger the health, safety, or welfare of the people of Placer County and issuance is approved by the county health department. Such permit shall be revocable at any time.

Note: This section shall apply to all private and county owned disposal sites except those financed in part from federal and/or state grant dollars and whose purpose has been clearly designated by the board of supervisors as a regional disposal site."



Staff believe that since the single-stream recyclable material transported by WM does not qualify as “refuse”, that the WPWMA operates a “regional disposal site”, and that the materials in question will not be sent directly to the landfill for disposal, that Section 8.16.210 is not applicable for the proposed project. Staff recommend authorizing the Executive Director to meet with the County of Placer to confirm this interpretation.

Finally, given your Board’s prior direction regarding exploring acceptance and processing of out of County materials and the uniqueness and operational capabilities of the pending MRF modifications, staff believe that processing the WM material will provide valuable insight into potential longer-term relationships with other non-Placer County entities to process similar material. Should your Board approve the proposed project, staff will observe and evaluate operations and return to your Board with a recommended policy regarding future receipt and processing of out of County materials.

**ENVIRONMENTAL CLEARANCE:**

Receiving and processing source-separated and commingled recyclables materials from outside of WPWMA’s historical service area was addressed in the 2002-2003 Capacity Enhancement Environmental Impact Report certified by your Board on May 8, 2003. No additional environmental review is necessary.

**FISCAL IMPACT:**

Based on the negotiated \$135 per ton fee from WM, the \$70 per ton processing fee to FCC, and associated costs with disposing of the residue in WRSL, the WPWMA could realize up to approximately \$1.17 million in additional revenues over the five-month period by accepting WM’s material.

ATTACHMENT: ATTACHMENT A – RESOLUTION 23-02  
ATTACHMENT B – THIRD AMENDMENT TO FCC MRF OPERATIONS AGREEMENT

# Before the Board of Directors

## Western Placer Waste Management Authority

In the matter of:

Resolution No. 23-02

### RECEIPT AND PROCESSING OF SINGLE STREAM RECYCLABLE MATERIALS FROM WASTE MANAGEMENT OF SACRAMENTO

The following resolution was duly passed by the Board of Directors of the Western Placer Waste Management Authority at a regular meeting held January 12, 2023, by the following vote on roll call:

Ayes:

Noes:

Abstain:

Absent:

Signed and approved by me after its passage.

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Chair

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Clerk of said Board

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**WHEREAS**, Waste Management of Sacramento (WM) has informed the Western Placer Waste Management Authority (WPWMA) it intends to modify its Sacramento Transfer Station located at 8491 Fruitridge Road; and

**WHEREAS**, WM has expressed its desire to deliver a portion of the single-stream recyclable materials it normally processes at its Sacramento Transfer Station to the WPWMA's Materials Recovery Facility for processing during the period it is constructing the modifications to its transfer station; and

**WHEREAS**, the WPWMA has indicated it is willing to accept and process single stream materials delivered by WM during the construction period and establish a tipping fee to be charged to WM specific to the receipt and processing of these materials; and

**WHEREAS**, the WPWMA Board previously adopted Resolution 89-01 on December 8, 1988 prohibiting the disposal of out of County materials at the WPWMA's Western Regional Sanitary Landfill; and

**WHEREAS**, the WPWMA and WM agree it is infeasible and not economically viable for WM to back haul residual materials resulting from the WPWMA's processing of WM's materials; and

**WHEREAS**, the WPWMA has determined that the quantity of residual materials that may result from the processing of WM's single stream materials would not have an adverse impact on the long-term availability of airspace capacity at the Western Regional Sanitary Landfill.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE WESTERN PLACER WASTE MANAGEMENT AUTHORITY:**

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. Tipping Fee. The WPWMA Board of Directors hereby establishes a tipping fee of One Hundred Thirty-Five Dollars (\$135.00) per ton of single stream recyclables delivered to the WPWMA's Materials Recovery Facility by Waste Management of Sacramento.
3. Disposal of Residue at the Western Regional Sanitary Landfill. The WPWMA Board of Directors hereby approves and allows the disposal of residue at the Western Regional Sanitary Landfill resulting from the processing of WM single stream recyclable materials at the WPWMA's Materials Recovery Facility.
4. Effective Date. This Resolution shall take effect immediately upon its adoption and shall immediately terminate and no longer be in force or effect as of the earlier of either: 1) WPWMA's receipt of written notification from WM of its completion of construction activities associated with the modification of its Sacramento transfer station or 2) midnight December 31, 2023.

**ADMINISTRATING AGENCY:** Western Placer Waste Management Authority

**AGREEMENT NO.:** 105338

**DESCRIPTION:** Third Amendment to the Operating Agreement for Operation of the Materials Recovery Facility

This THIRD Amendment is made to be effective as of, from and after the day of \_\_\_\_\_ 2023, and between the **Western Placer Waste Management Authority**, a Joint Powers Authority (hereinafter referred to as the "WPWMA"), and **FCC Environmental Services California, LLC** (hereinafter referred to as the "Contractor"). The WPWMA and Contractor are hereinafter referred to jointly as "the Parties".

### **RECITALS**

1. The WPWMA and Contractor have entered into that certain "Operating Agreement for Operation of The Materials Recovery Facility" as of July 1, 2022 which was previously amended by the First Amendment as of April 14, 2022 and the Second Amendment as of July 27, 2022 (hereinafter referred to as the "Agreement").
2. The WPWMA was approached by Waste Management Sacramento (WM) with a request to temporarily receive and Process Commingled Recyclable Materials between approximately May and October 2023 while WM constructs modifications to its processing facility. WM suggested anticipating delivery of approximately 200 Tons of Commingled Recyclable Material per weekday during the construction period.
3. WPWMA and Contractor discussed and agreed that the Facility currently has sufficient capacity to accept and Process the estimated quantity of Commingled Recyclable Materials and have agreed to the terms and conditions herein related to Contractor's receipt and Processing of the WM Commingled Recyclable Materials.
4. The Parties acknowledge and agree that the terms and conditions identified herein relate solely to the receipt and Processing of Commingled Recyclable Materials delivered to the Facility by WM during the period of construction and modification of WM's Sacramento Facility. Furthermore, the Parties agree that the terms and conditions for the receipt and Processing of other materials, including Commingled Recyclable Materials, from other Persons in the future, if any, will be negotiated separately by the Parties at that time.
5. The WPWMA and Contractor 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:**

1. The above Recitals are true and correct and form a substantive part of this Third Amendment.
2. All capitalized terms shall have the meaning ascribed to them in the Agreement unless otherwise noted.
3. The provisions of this Third Amendment shall remain in effect until the WPWMA provides written notice to Contractor that Waste Management of Sacramento has completed its

modifications to its facility and no longer intends to deliver WM Commingled Recyclable Materials to the Facility or December 31, 2023, whichever occurs first.

4. Article 1: Definitions. Definition 100 “WM Commingled Recyclable Materials” shall be added and shall read in its entirety as follows:

“WM Commingled Recyclable Materials’ means Commingled Recyclable Materials delivered to the Facility by Waste Management of Sacramento. Unless specifically indicated otherwise, WM Commingled Recyclable Materials shall be considered a subset of Commingled Recyclable Materials for the purposes of interpreting the provisions of this Agreement.”

5. For the purposes of interpreting the fourth paragraph of Article 5, Section 5.5, this Third Amendment shall serve as written consent by the WPWMA that any residual material resulting from the Processing of WM Commingled Recyclable Materials may be disposed of at the Landfill.
6. Article 5: Facility Operations. Section 5.33 shall be added and shall read in its entirety as follows:

“5.33 WM Commingled Recyclable Materials Receipt and Processing

Solely for the purposes of interpreting the provisions of Article 5 and Article 6, the Parties shall interpret WM Commingled Recyclable Materials to have the same meaning as Commingled Recyclable Materials or Commingled Recyclables except as noted herein.

For the purposes of interpreting the provisions for the following Sections of Article 5 and Article 6, the Parties shall interpret WM Commingled Recyclable Materials to have the same meaning as Municipal Solid Waste:

5.15.A MSW Guaranteed Minimum Recycling Level

5.22.B.1 Monthly Facility Operations Report

6.3 Revenue from Sale of Recyclable Materials

6.6.A Recycling Incentive Payments”

7. Article 6: Compensation to Contractor. Section 6.2.M shall be added and shall read in its entirety as follows:

“M. Processing Fee on WM Commingled Recyclable Materials

Contractor will receive a Processing Fee of Seventy Dollars (\$70.00) for each Ton of WM Commingled Recyclable Materials to the Materials Recovery Facility and accepted by the Contractor for Processing.”

8. 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.

*[The remainder of this page intentionally left blank].*

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

WESTERN PLACER WASTE MANAGEMENT AUTHORITY

By: \_\_\_\_\_  
Executive Director

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

FCC ENVIRONMENTAL SERVICES CALIFORNIA, LLC

By: \_\_\_\_\_  
President

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

Approved as to Form

By: \_\_\_\_\_  
WPWMA Counsel