



Shanti Landon, Placer County, Chair

Scott Alvord, City of Roseville

Bonnie Gore, Placer County

Bill Halldin, City of Rocklin

Holly Andreatta, City of Lincoln

Kevin Bell, Interim Executive Director

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

**JUNE 6, 2024 5:30 PM**

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

## **Teleconference Meeting Location:**

Salamander Hotel Lobby, 1330 Maryland Avenue SW, Washington, DC 20024

*The WPWMA Board of Directors JUNE 6, 2024 meeting will be open to in-person attendance.*

*Meetings will be broadcast live on the WPWMA's YouTube channel <https://www.youtube.com/@wpwma>*

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 Gore)
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 ---
  - c. Financial Reports (Eric Oddo) Pg. 5
  - d. Monthly Tonnage Reports (Will Scheffler) ---
  - e. Annual MRF Processing Fee Adjustment (Sara Lyon) Pg. 7
  - f. Annual Landfill Processing Fee Adjustment (Sara Lyon) Pg. 9
  - g. Facility Projects Update (Will Scheffler) Pg. 11
7. Consent Agenda
  - a. Minutes of the Board Meeting held May 9, 2024 Pg. 15  
Approve as submitted.

- b. Fourth Amendment to the Agreement with Magma Creative (Emily Hoffman) Pg. 23
  - 1. Authorize the Chair to sign the Fourth Amendment with Magma Creative, Inc. to provide creative services for the WPWMA's Outreach Program for an amount not to exceed \$75,000, increasing the total not-to-exceed amount of the Agreement to \$577,300.
  - 2. Determine the recommended action is exempt from further environmental review pursuant to California Environmental Quality Act Guidelines Section 15322.
- c. First Amendment to the Agreement with JSR Strategies (Emily Hoffman) Pg. 29
  - 1. Authorize the Chair to sign the First Amendment with JSR Strategies to provide website development and management services for an amount not to exceed \$50,000, increasing the total not-to-exceed amount of the Agreement to \$100,000.
  - 2. Determine the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.
- d. Agreement with Rex Moore for Installation of a Manual Transfer Switch at the Blower Flare Station (Will Scheffler) Pg. 35
  - 1. Authorize the Chair to execute a sole source Agreement with Rex Moore to install a manual transfer switch at the Western Regional Sanitary Landfill's Blower Flare Station for in the amount of \$46,256 and authorize the Interim Executive Director and General Manager to approve any required change orders consistent with Section 20142 of the Public Contract Code for a total contract amount not to exceed \$50,000.
  - 2. Determine the recommended action is exempt from further environmental review pursuant to California Environmental Quality Act Guidelines Section 15301.
- e. First Amendment to the Agreement with SCS Field Services for Landfill Gas Operation and Maintenance (Will Scheffler) Pg. 55
  - 1. Authorize the Chair to sign the First Amendment to the Agreement with SCS Field Services extending landfill gas and leachate / condensate collections, operations, maintenance, and reporting services for Western Regional Sanitary Landfill for an additional year for a total of \$1,948,555, increasing the total not-to-exceed cost of the Agreement to \$3,681,164.
  - 2. Determine the recommended action is exempt from further environmental review pursuant to California Environmental Quality Act Guidelines Section 15301.
- f. Third Amendment to the Agreement with SCS Engineers for Water Quality Monitoring Services (Will Scheffler) Pg. 63
  - 1. Authorize the Chair to sign the Third Amendment to the Agreement with SCS Engineers extending water quality monitoring services at the Western Regional Sanitary Landfill and Materials Recovery

Facility Composting Facility for an additional year for a total of \$202,000, increasing the total not-to-exceed cost of the Agreement to \$621,796.

2. Determine the recommended action is exempt from further environmental review pursuant to California Environmental Quality Act Guidelines Section 15306.

g. Module 6 Liner Project (Ryan Schmidt)

Pg. 69

1. Approve an increase of \$175,424 to the spending authority associated with the Module 6 Liner Installation Project delegated to the Interim Executive Director and General Manager, increasing the total delegated spending authority to an amount not to exceed \$8,615,000.
2. Determine that the recommended action is exempt from further environmental review pursuant to California Environmental Quality Act Guidelines.

8. Action Items

a. Adoption of Policy 24-01: Material Processing (Eric Oddo)

Pg. 71

1. Adopt Policy 24-01 formalizing the WPWMA's operational practice of directing the maximum amount of material received at the WPWMA's campus to the Materials Recovery Facility to recover recyclable and marketable materials.
2. Determine that the action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

b. Resolution Commending Kevin Bell for his Service to the WPWMA (Eric Oddo)

Pg. 77

Adopt Resolution 24-06 commending Kevin Bell for his 5 ½ years of service to the Western Placer Waste Management Authority.

9. Closed Session

- a. Government Code §54956.9(d)(4) – Conference with Legal Counsel. Initiation of litigation: two potential cases.

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  
April 2024

	Year to Date				
	<u>Annual Budget</u>	<u>Budget</u>	<u>Actuals</u>	<u>Variance</u>	<u>Notes</u>
<b>Revenue</b>					
42010:Investment Income					
Interest / Investment Income	198,562	165,468	401,716	236,248	Budgeted a lower rate of return based on previous years' earnings rate
Interest with Fiscal Agent	1,019,467	849,556	2,807,265	1,957,710	Includes ~\$2.39M of interest earned on the MRF Guaranteed Investment Certificate (GIC) for CY 2023.
42030:Rents and Concessions	499,652	416,377	239,589	(176,788)	Royalty payment for Mar. & Apr. not yet received; royalty payments for Aug., Sep., Nov. & Feb. lower than projected.
44270:State Aid - Other Programs	56,000	46,667	85,545	38,879	Includes \$69,929 in oil grant funds; \$26,164 in carpet grant revenue not yet realized.
46240:Sanitation Services - Other	29,787	24,845	25,623	778	Tipping fee revenues tracking ~1.9% above budgeted amounts
46250:Solid Waste Disposal	48,577,738	40,605,972	41,360,709	754,737	Tipping fee revenues tracking ~1.9% above budgeted amounts
46430:Insurance	-	-	158	158	
48030:Miscellaneous	15,000	12,500	25,497	12,997	Includes revenue from soil sales and reimbursement from Sac County for Sac resident HHW facility usage
49040: Gain/Loss on Fixed Asset Disposal	45,000	45,000	45,000	0	
49080: Operating Transfers In	-	-	1,435,480	1,435,480	Adjustment to Closure/Postclosure fund - overfunded in FY23
<b>Total Revenue</b>	<b>50,441,206</b>	<b>42,166,384</b>	<b>46,426,583</b>	<b>4,260,199</b>	
<b>Expenses</b>					
<b>Capital Assets:</b>					
54430:Buildings & Improvements	17,082,893	15,019,928	10,129,241	4,890,686	Timing difference between anticipated and actual MRF upgrade progress payments
54450:Equipment	54,199,308	53,015,208	47,117,924	5,897,284	Timing difference between anticipated & actual MRF progress payments, includes \$7M May 2024 Budget Adj.
54470:Infrastructure	622,000	414,667	221,569	193,098	Landfill gas well construction costs less than budgeted.
54480:Land Improvements	10,927,594	10,927,594	4,265,967	6,661,627	Timing difference between est. & actual Module 6 construction costs - project temp. suspended due to weather.
<b>Operating Expenses:</b>					
51010:Wages and Salaries	2,513,632	2,094,694	1,825,505	269,189	Sr Civil Engineer position currently unfilled
52030:Clothing and Personal	2,500	2,083	1,829	254	
52040:Communication Services Expense	9,000	7,500	5,886	1,614	
52050:Food	1,000	833	2,376	(1,543)	Food for special Board meetings and GM interview process
52060:Household Expense	500	417	912	(495)	
52080:Insurance	620,000	516,667	507,940	8,727	
52140:Parts	1,000	833	333	500	
52160:Maintenance	73,616	61,347	58,162	3,185	Includes \$10,875 for wastewater analytical testing.
52161:Maintenance - Building	2,500	1,875	3,549	(1,674)	
52170:Fuels & Lubricants	2,500	2,083	2,199	(116)	
52180:Materials - Buildings & Improvements	500	417	869	(453)	
52240:Professional / Membership Dues	12,000	12,000	9,425	2,575	Several annual membership costs not yet realized
52250:Services and Supplies	500	417	16	401	
52260:Misc Expense	-	-	-	-	
52320:Printing	10,000	8,333	10,297	(1,963)	Quarterly internal service charges increased ~340% over FY 23 values; insufficient amount budgeted.
52330:Other Supplies	25,000	20,833	17,110	3,723	
52340:Postage	3,500	2,917	1,913	1,003	
52360:Prof. & Special Svcs - General	2,740,086	2,283,405	2,206,368	77,037	Cost realization on several professional service contracts differ from budgeted expense schedules.
52370:Professional and Special Services - Legal	150,000	125,000	119,609	5,391	
52380:Prof. & Special Svcs - Tech., Eng. & Env.					
SC3140 Building Maintenance Installation and Repair Services	25,000	20,833	7,384	13,450	Lower than anticipated CCTV maintenance services
SC3180 MRF Operations	29,052,360	19,969,813	20,610,519	(640,706)	Greater than projected material quantities received at MRF and HHW facility
SC3190 Landfill Operations	2,768,568	2,307,140	2,192,441	114,699	Lower than projected disposal rates and associated costs
SC3320 Environmental and Ecological Services	100,000	83,333	63,967	19,367	Lower than projected Auburn-based County staff costs billed to WPMWA
SC3322 Hazardous Waste	2,500	2,083	245	1,838	Lower than expected cost reimbursement to Sac County for Placer based HHW loads
52390:Prof. & Special Svcs - County	230,000	191,667	165,489	26,177	Lower than expected County service fees to date
52400:Prof. & Special Svcs - IT	75,000	62,500	73,795	(11,295)	Greater than projected IT needs
52440:Rents and Leases - Equipment	100	83	3,351	(3,267)	Dozer rental for drainage ditch clean-up associated with March 2023 storms
52450:Rents and Leases - Buildings & Improvements	100	83	-	83	
52460:Small Tools & Instruments	750	625	226	399	
52470: Employee Benefit Systems	21,200	15,900	15,756	144	
52480:PC Acquisition	5,300	5,300	869	4,431	
52510:Commissioner's Fees	6,000	5,000	6,400	(1,400)	
52540:Signing & Safety Material	1,000	833	158	675	
52560:Small Equipment	100	83	-	83	
52570:Advertising	317,000	264,167	182,197	81,969	Carlson Center costs not realized yet.
52580:Special Department Expense	1,500	1,250	543	707	
52785:Training / Education	2,500	1,875	607	1,268	
52790:Transportation and Travel	45,000	37,500	51,502	(14,002)	Monthly internal service charges increased ~130% over FY 23 values; insufficient amount budgeted.
52800:Utilities	250,000	208,333	97,074	111,260	Annual sewer fees not realized
52810:Operating Materials	1,000	833	-	833	
53050:Debt Issuance Costs	3,700	3,700	-	-	
53060:Bond Interest	4,631,285	2,315,643	1,928,542	387,101	Portion of Interest with Fiscal Agent used to offset semi-annual interest payment.
53190:Taxes and Assessments	517,545	388,159	419,122	(30,963)	Includes \$96,332.23 in annual permit fee payments
53250:Contributions to Other Agencies	274,022	274,022	274,022	-	
53390:Transfer Out A-87 Costs	26,969	26,969	26,969	-	
55510:Operating Transfer Out	-	-	-	-	
55561:Interfund/Intrafund Activities Out	21,320	21,320	21,320	-	
59000:Appropriation for Contingencies	-	-	-	-	
<b>Total Expenses</b>	<b>127,379,450</b>	<b>110,728,099</b>	<b>92,655,197</b>	<b>18,072,902</b>	
<b>Net Income/(Loss)</b>	<b>(76,938,244)</b>	<b>(68,561,715)</b>	<b>(46,228,615)</b>	<b>22,333,101</b>	
<b>Additional non Income Statement Transactions:</b>					
Bond Proceeds	72,677,601	78,962,729	61,513,132	17,449,597	
Planned use of Reserves	3,500,000	2,916,667	-	2,916,667	
<b>Total with Bond Proceeds and Reserves</b>	<b>(760,643)</b>	<b>13,317,681</b>	<b>15,284,517</b>	<b>42,699,364</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 reported 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 WPMWA'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**  
FROM: **KEVIN BELL / SARA LYON**  
SUBJECT: **ANNUAL MRF PROCESSING FEE ADJUSTMENT**

DATE: **JUNE 6, 2024**

**RECOMMENDED ACTION:**

None. This item is presented for information only.

**BACKGROUND:**

An annual processing fee adjustment included in the Agreement with FCC Environmental Services California, LLC (FCC) for operation of the Materials Recovery Facility (MRF) is effective July 1<sup>st</sup> of each year. The fee adjustment is the product of the annual inflationary adjustment factor (calculated using labor and materials indices as published by the U.S. Bureau of Labor Statistics and changes in the California minimum wage) and the fees established in the 2022/23 Operating Year (the base year of the Agreement).

Staff reviewed the fee adjustment calculations submitted by FCC (attached) and agrees with the inflationary adjustment factor of 1.0417 relative to the 2022/23 base year. The adjustment reflects an approximately 1.96% year-over-year increase in the fees paid to FCC as shown below:

	<u>FY 2023/24</u>	<u>FY 2024/25</u>
MSW Processing Fee (per ton)	\$65.95	\$67.25
C&D and Inert Materials Processing Fee (per ton)	\$45.66	\$46.55
Green Waste and Food Waste Processing Fee (per ton)	\$52.45	\$53.48
Wood Waste Processing Fee (per ton)	\$40.80	\$41.61
HHW Facility Operating Fee (annual)	\$486,779.12	\$496,355.98

**FISCAL IMPACT:**

Based on the estimated quantities of materials presented in the FY 2024/25 Preliminary Budget, staff estimates FCC will be paid approximately \$476,400 more as a result of this fee adjustment than if the processing fees had remained at the FY 2023/24 rates.

The adjustment to FCC's fee structure does not change the current tipping fees charged to the WPWMA's customers. Sufficient funding was included in the FY 2024/25 Preliminary Budget to account for the increase in FCC's fees to operate the MRF.

ATTACHMENT: LETTER DATED MAY 2024 FROM FCC



May 13, 2024

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

**RE: MRF Annual Adjustment to Processing Fees**

Dear Kevin,

Revised inflationary adjusted processing fees effective July 1, 2024, are presented below. The adjustment was derived using the following equations:

$$\text{New Fee} = \text{Operating Year 2022/2023 Fee} \times \text{COLA}$$

COLA is defined as  $0.05 + 0.3 \times (ECI_i / ECI_o) + 0.3 \times (MW_i / MW_o) + 0.35 \times (PPI_i / PPI_o)$ .

Indexes used in the COLA calculation were:

$ECI_i$  (Series ID CIU2010000000240I) = 168.70;  $ECI_o$  = 154.30;

$MW_i$  = \$16.28;  $MW_o$  = \$15.25;

$PPI_i$  (Series ID WPU000000000) = 255.140;  $PPI_o$  = 260.014;

**COLA = 1.0417**

**2024/2025 Processing Fees**

MSW Tonnage below 250,000 tons per year:	$\$64.56/\text{ton} \times 1.0417 = \mathbf{\$67.25/\text{ton}}$
MSW Tonnage above 250,000 tons per year:	$\$59.48/\text{ton} \times 1.0417 = \mathbf{\$61.96/\text{ton}}$
HHW operation per year:	$\$476,487.00/\text{year} \times 1.0417 = \mathbf{\$496,355.98/\text{year}}$
Source separated green waste:	$\$51.34/\text{ton} \times 1.0417 = \mathbf{\$53.48/\text{ton}}$
Source separated wood waste:	$\$39.94/\text{ton} \times 1.0417 = \mathbf{\$41.61/\text{ton}}$
Construction & Demolition:	$\$44.69/\text{ton} \times 1.0417 = \mathbf{\$46.55/\text{ton}}$

Please let me know if you need any assistance regarding these adjustments.

Thank you,

A handwritten signature in blue ink, appearing to read 'Brandon R. Stevens', with a long horizontal line extending to the right.

**Brandon R. Stevens**  
Senior Operations Manager  
FCC Environmental Services California, LLC

CC: E. Oddo, WPWMA  
D. Rumsey, FCC



**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS**

DATE: **JUNE 6, 2024**

FROM: **KEVIN BELL / SARA LYON**

SUBJECT: **ANNUAL LANDFILL PROCESSING FEE ADJUSTMENT**

**RECOMMENDED ACTION:**

None. This item is presented for information only.

**BACKGROUND:**

An annual processing fee adjustment included in the Agreement with FCC Environmental Services California, LLC (FCC) for operation of the Western Regional Sanitary Landfill (WRSL) is effective July 1<sup>st</sup> of each year. The fee adjustment is the product of the annual inflationary adjustment factor (calculated using labor, fuel and materials indices as published by the U.S. Bureau of Labor Statistics) and the fees established in the 2022/23 Operating Year (the base year of the Agreement).

Staff reviewed the fee adjustment calculations submitted by FCC (attached) and agrees with the inflationary adjustment factor of 1.0150 relative to the 2022/23 base year. The adjustment reflects a 1.10% year-over-year increase in the fees paid to FCC as shown below:

	<u>FY 2023/24</u>	<u>FY 2024/25</u>
Processing and Disposal Fee (per ton)	\$30.96	\$31.28
Minimum Annual Payment	\$2,521,778	\$2,548,899
Airspace Conservation Incentive (per cy)	\$8.04	\$8.12
Airspace Conservation Disincentive (per cy)	\$11.05	\$11.17

**FISCAL IMPACT:**

Based on the estimated quantities of materials presented in the FY 2024/25 Preliminary Budget, staff estimates FCC will be paid up to \$27,121 more as a result of this fee adjustment than if the processing fees had remained at the FY 2023/24 rates.

The adjustment to FCC's fee structure does not change the current tipping fees charged to the WPWMA's customers. Sufficient funding was included in the FY 2024/25 Preliminary Budget to account for the increase in FCC's fees to operate the WRSL.

ATTACHMENT: LETTER DATED MAY 2024 FROM FCC



May 13, 2024

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

**RE: WRS� Annual Inflation Adjustment**

Dear Kevin,

Inflationary adjusted operating fee effective July 1, 2024 is presented below. The adjustment was derived using the following equation:

$$\text{New Fee} = \text{Operating Year 2022/2023 Fee} \times \text{COLA}$$

COLA is defined as  $0.20 + 0.30 \times (ECI_i / ECI_o) + 0.40 \times (PPI_i / PPI_o) + 0.10 \times (PPIF_i / PPIF_o)$ .

Indexes used in the COLA calculation were:

$ECI_i = 168.70$ ;  $ECI_o = 154.30$ ;

$PPI_i = 258.815$ ;  $PPI_o = 254.556$ ,

$PPIF_i = 293.699$ ;  $PPIF_o = 364.665$

**COLA = 1.0150**

**2024/2025 WRS� Operating Fee**

New Annual Fee Base Rate:  $\$2,511,231.00 \times 1.0150 = \mathbf{\$2,548,901.44}$

New Processing Fee:  $\$30.82 \times 1.0150 = \mathbf{\$31.28}$

**2024/2025 Effective Density Adjustments**

New Incentive Base:  $\$8.00 \times 1.0150 = \mathbf{\$8.12}$

New Disincentive Base:  $(\$11.00) \times 1.0150 = \text{New Penalty of } \mathbf{(\$11.17)}$

Please let me know if you need any assistance regarding these adjustments.

Thank you,

A handwritten signature in blue ink, appearing to read 'Brandon R. Stevens', with a long horizontal stroke extending to the right.

**Brandon R. Stevens**  
Senior Operations Manager  
FCC Environmental Services California, LLC

CC: E. Oddo, WPWMA  
D. Rumsey, FCC

**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS**  
FROM: **KEVIN BELL / WILL SCHEFFLER**  
SUBJECT: **FACILITY PROJECTS UPDATE**

DATE: **JUNE 6, 2024**

**RECOMMENDED ACTION:**

None. This item is for information purposes only.

**BACKGROUND:**

This report focuses on ongoing projects across WPWMA's campus including the Materials Recovery Facility (MRF) and Western Regional Sanitary Landfill (WRSL).

**MRF Improvements**

An updated Critical Path schedule provided by FCC is attached. The revised schedule suggests project completion may be delayed from the original date of December 30, 2024 until June 6, 2025.

**Phase 1 – C&D and Greenwaste ASP**

The new C&D processing facility is substantially complete and currently being operated by FCC to process MSW while the MRF is under construction.

Green waste aerated static pile (ASP) improvements are under construction with final piping connections to be made once custom fabricated metal pipe connectors are received. FCC has indicated that the design for the automated compost monitoring and control equipment is close to finalization with all work relating to the ASP scheduled to be completed by the end of August 2024. FCC is currently using a portion of the new ASP area to stockpile compost undergoing the curing process prior to final screening and sale thereby freeing up additional space for active composting operations. FCC originally projected completion and startup of the ASP improvements by November 2023.

**Phase 2 – Maintenance Building and ADA Improvements**

Construction of the remainder of the parking lot ADA improvements started in early April remains on hold pending revisions to the construction drawings by FCC's design engineer, SCS.

Construction of the new maintenance building is progressing, with the ongoing erection of various walls and structural components. The most recent schedule suggests completion in June 2024.

Based on FCC's original schedule, the parking lot ADA improvements and new maintenance building were expected to be completed by September 2023 and January 2024, respectively.

### Phase 3A – MRF

Large portions of the concrete slab within the processing area have been removed and rebar placed to pour new concrete equipment foundations currently scheduled for June 3, 2024. Once the concrete has completed its 14-day cure, FCC anticipates that Van Dyk will begin to install new MRF equipment in these areas.

During discussions with the Fire Marshall, the WPWMA and FCC learned that the existing ceiling-mounted fire suppression system within the MRF may be undersized. Staff have engaged a third party to confirm these findings and assess whether the fire suppression system requires replacement. In the event the system needs to be upgraded or replaced, staff will return to your Board with additional information including recommendations and associated project schedule impacts.

### Phase 3B – MSW CASP and Traffic Improvements

FCC indicated that plans associated with covered ASP composting and traffic improvements were submitted to Placer County's Planning Department on February 29, 2024. On May 3, 2024, FCC received comments which they are currently reviewing. On May 28, 2024, FCC indicated that the Phase 3B work may be pushed back to next year given the ongoing Phase 1, 2, and 3A work. FCC is looking into the logistics of all the work and will provide WPWMA an updated schedule once available.

### **Module 6 Liner Project**

Due to weather-related issues and a directive from the Water Board, the WPWMA temporarily suspended construction of Module 6 effective December 25, 2023.

All requested documents have been submitted to the Water Board Permitting division and staff remains diligent in maintaining routine contact with Permitting staff. A meeting with the Water Board on May 29, 2024 was intended to establish the final round of comments, allowing WPWMA's design consultant to make final edits to the technical documents and plan set. Unfortunately, the Water Board was not able to complete their review by the May 29, 2024 date and requested that the meeting be moved to the week of June 10, 2024. Staff expect approval should closely follow submission of final edits.

During the storm damage cleanup/repair, the contractor notified WPWMA staff of additional water trapped below the primary and secondary geomembrane layers of the liner resulting in saturation of the geosynthetic clay liner (GCL) layers below the primary and secondary geomembrane and rendering the GCL unable to serve its proper function in mitigating leachate intrusion.

The contractor will need to perform the following to remediate the water damage:

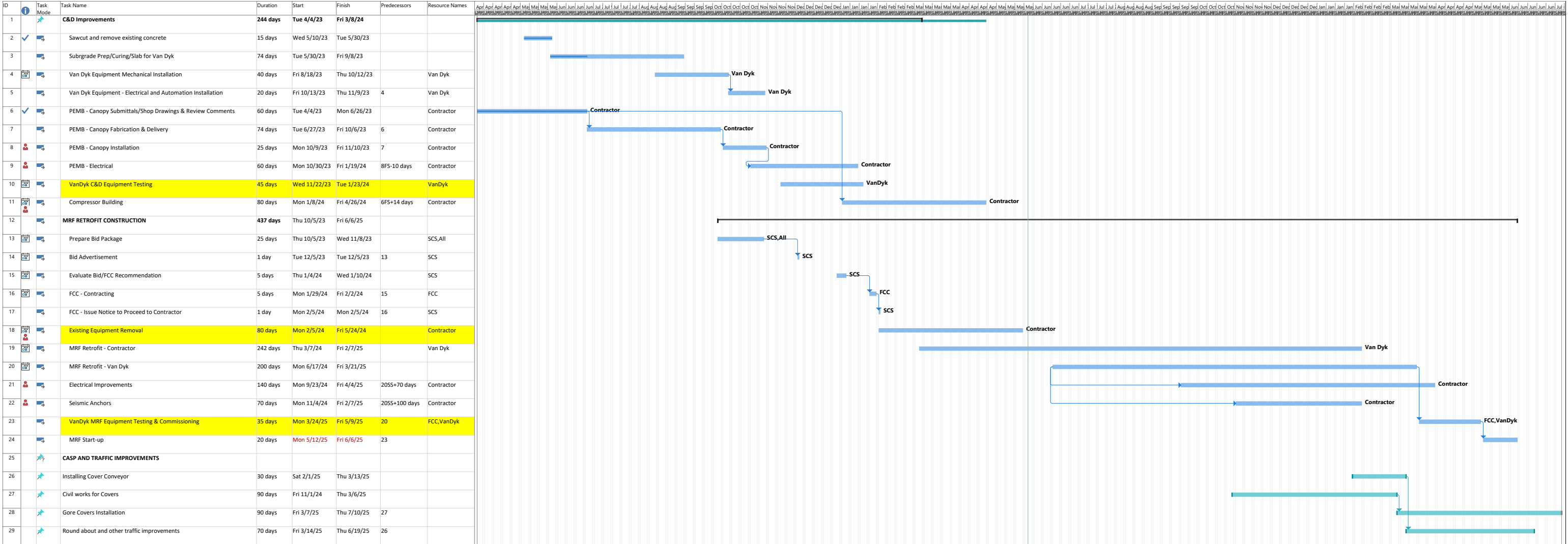
- Investigate possible sources of water intrusion and make the appropriate modification to prevent further intrusion.
- Explore the extent of the water damage to the primary and secondary GCL.
- Expose and replace all affected GCL layers and repair all geomembrane layers that were cut during the exploration/repair.

This work will require an increase in spending authority for the project which will be considered under Item 7g on this agenda. The proposed cost of these repairs is \$177,466, to be completed on a time and materials basis.

### **BioFiltro Pilot Project**

The pilot study unit was installed near the landfill gas blower/flare station on April 9, 2024. BioFiltro have been able to increase the daily flow to the unit and initial sampling results indicate a significant reduction in the specific concentrations of targeted constituents in the wastewater that were previously identified by Placer County and the South Placer Wastewater Authority as problematic.

ATTACHMENT: FCC CRITICAL PATH UPDATE



## WESTERN PLACER WASTE MANAGEMENT AUTHORITY

Minutes of May 9, 2024

Meetings of the Western Placer Waste Management Authority Board of Directors are held in the WPWMA Board Chambers at 3013 Fiddymont Road, Roseville, CA.

### **Directors Present:**

Shanti Landon  
Scott Alvord  
Ken Broadway  
Holly Andreatta

### **Staff Present:**

Eric Oddo	Emily Hoffman
Robert Sandman	Stephanie Ulmer
Will Scheffler	
Heather Wilden	

1. Call Meeting to Order: Chair Landon called the meeting to order at 5:30 PM.
2. Pledge of Allegiance: Director Alvord led the Pledge of Allegiance.
3. Roll Call: Director Gore was absent.
4. Statement of Meeting Procedures: Heather Wilden read the procedures for in-person meeting participation.
5. Public Comment: None.
6. Announcements & Information
  - a. Reports from Directors: None.
  - b. Report from the Executive Director: Eric Oddo noted that the next Board of Directors meeting is scheduled for Thursday, June 6, 2024.
  - d. Financial Reports: Eric Oddo summarized the report. There were no questions from the Board.
  - e. Monthly Tonnage Reports: Will Scheffler summarized the report. There were no questions from the Board; a copy of the presented charts is attached.
  - f. MRF Operator Quarterly Report: Andrea Rodriguez of FCC summarized the report. There were no questions from the Board.
  - g. Landfill Operator Quarterly Report: Andrea Rodriguez of FCC Summarized the report. There were no questions from the Board.
  - h. Facility Projects Update: Will Scheffler summarized the report and answered questions from the Board.
7. Consent Agenda
  - a. Minutes of the Board Meeting held April 4, 2024  
Staff recommended the Board approve the minutes as submitted.
  - b. Sac State/Carlsen Work Order Budget Adjustment  
Staff recommended the Board:
    1. Approve an increase of \$5,000 to the second work order with the Sac State/Carlsen Center for Innovation and Entrepreneurship to award a second-place prize for the Circular Economy Innovation Competition, increasing the total not-to-exceed amount to \$55,000.
    2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

c. Claim Against Western Placer Waste Management Authority

Staff recommended the Board reject the following claim as recommended by the offices of WPWMA Counsel and Risk Management: WPWMA 24-0001 Martinez de Dios, Ulvado (Bodily Injury) In Excess of \$35,000.

d. Fiscal Year 2023/24 Budget Amendment

Staff recommended the Board:

1. Approve a FY2023/24 Budget Amendment (AM-00972) to increase Account 54450: Equipment by \$7 million using funds from the 2022 Series A Bond proceeds.
2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

The Chair opened public comment on the Consent Agenda; no comments were received.

**MOTION TO APPROVE:** Andreatta/Broadway/Unanimous

8. Action Items

a. Legislative Strategic Agenda

Staff recommended the Board:

1. Receive an update on legislation introduced for the 2024 Legislative Session and approve the 2024 Legislative Strategic Agenda prepared by Shaw, Yoder, Antwih, Schmelzer & Lange.
2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378

Stephanie Ulmer summarized the report. There were no questions from the Board.

The Chair opened public comment; no comments were received.

**MOTION TO APPROVE:** Alvord/Andreatta/Unanimous

b. WRS� Closure/Postclosure Funding Mechanism

Staff recommended the Board:

1. Adopt Resolution 24-05 revising the WPWMA's Closure/Postclosure Maintenance Fund for the Western Regional Sanitary Landfill.
2. Determine that the action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

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

The Chair opened public comment; no comments were received.

**MOTION TO APPROVE:** Andreatta/Broadway/Unanimous

c. Fiscal Year 2024/25 Preliminary Budgets

Staff recommended the Board:

1. Approve the Fiscal Year 2024/25 Preliminary Budgets for the Operating Fund, Closure/Postclosure Fund, Self-Insurance Fund and Odor Management Fund as presented in Exhibits A, B and C.
2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.



Eric Oddo summarized the report. There were no questions from the Board.  
The Chair opened public comment; no comments were received.

**MOTION TO APPROVE:** Broadway, Alvord, Unanimous

d. General Manager Contract Ratification

Staff recommended the Board:

1. Ratify the approval of the Western Placer Waste Management Authority General Manager Employment Agreement.
2. Authorize the Interim Executive Director to take such actions and execute such agreements, in a total amount not-to-exceed \$5,000, as may be necessary to establish employment benefits for the new General Manager, consistent with the Agreement and subject to WPWMA Counsel concurrence.
3. Determine that the recommended actions are each not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

Robert Sandman summarized the report. There were no questions from the Board.

The Chair opened public comment; no comments were received.

**MOTION TO APPROVE:** Alvord/Andreatta

**ROLL CALL VOTE: AYES:** Andreatta, Broadway, Alvord, Landon

9. Closed Session

a. Government Code Section §54956.8 – Conference with Real Property Negotiator

Property: Approximately 133 acres of property located west of Fiddymont Road and north of Sunset Blvd West, approximately 2.6 miles west of State Route 65 in unincorporated Placer County; APN: 017-062-003

WPWMA Negotiators: Kevin Bell, Eric Oddo, Robert Sandman

Negotiating Partners: WPWMA and Sierra Joint Community College District

Under Negotiation: Price, terms, and conditions of purchase and sale

Robert Sandman reported out of Closed Session that the Board heard a report and that no action was taken.

b. Government Code §54956.9(d)(4) – Conference with Legal Counsel. Initiation of litigation: two potential cases.

Robert Sandman reported out of Closed Session that:

1. With respect to the first potential case, the Board heard a report and no action was taken.
2. With respect to the second potential case, the Board heard a report and provided direction to staff.

10. Upcoming Agenda Items: None.

11. Adjournment: Meeting was adjourned at 6:14 PM.

Respectfully Submitted,

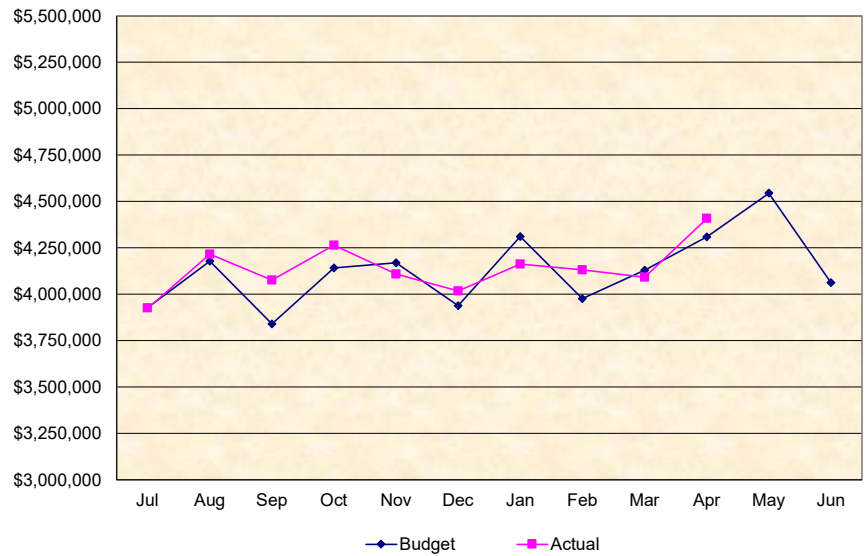


Heather Wilden, Clerk of the Board

### Fiscal Year 2023-2024

#### Combined Revenue

Month	Budget	Actual	Variance
Jul	\$3,928,262	\$3,925,609	(\$2,653)
Aug	\$4,177,329	\$4,215,259	\$37,930
Sep	\$3,839,729	\$4,075,915	\$236,186
Oct	\$4,141,013	\$4,264,339	\$123,326
Nov	\$4,169,590	\$4,108,782	(\$60,808)
Dec	\$3,937,667	\$4,016,584	\$78,917
Jan	\$4,309,996	\$4,161,624	(\$148,372)
Feb	\$3,975,637	\$4,131,004	\$155,367
Mar	\$4,128,940	\$4,091,829	(\$37,111)
Apr	\$4,308,720	\$4,408,514	\$99,794
May	\$4,544,674		
Jun	\$4,062,690		
Totals:	\$49,524,247	\$41,399,459	\$482,576

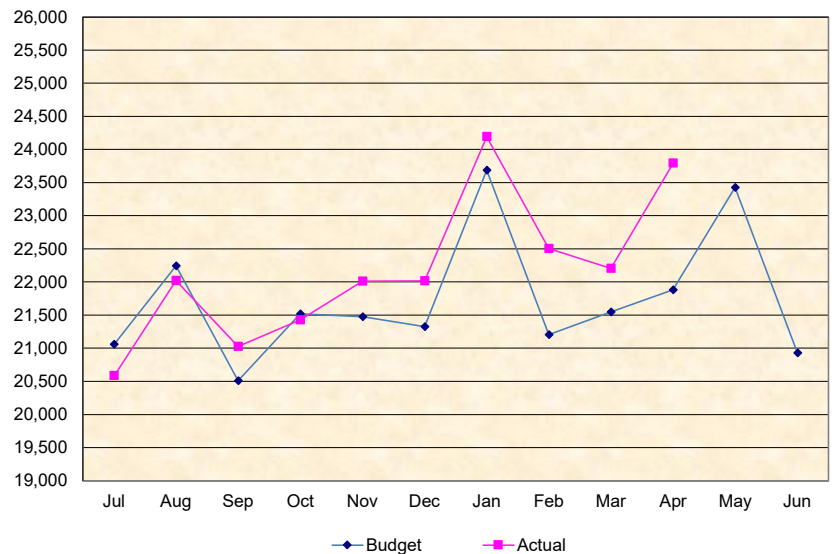


#### Combined Tipping Fee Revenue Year to Date

Budget	\$40,916,883
Actual:	\$41,399,459
Variance	\$482,576

#### MSW Tonnage

Month	Budget	Actual	Variance
Jul	21,060	20,585	(476)
Aug	22,242	22,022	(221)
Sep	20,512	21,026	514
Oct	21,518	21,426	(92)
Nov	21,475	22,012	537
Dec	21,327	22,017	690
Jan	23,689	24,193	505
Feb	21,206	22,503	1,297
Mar	21,547	22,203	655
Apr	21,879	23,794	1,915
May	23,429		
Jun	20,932		
Totals:	260,817	221,781	5,325

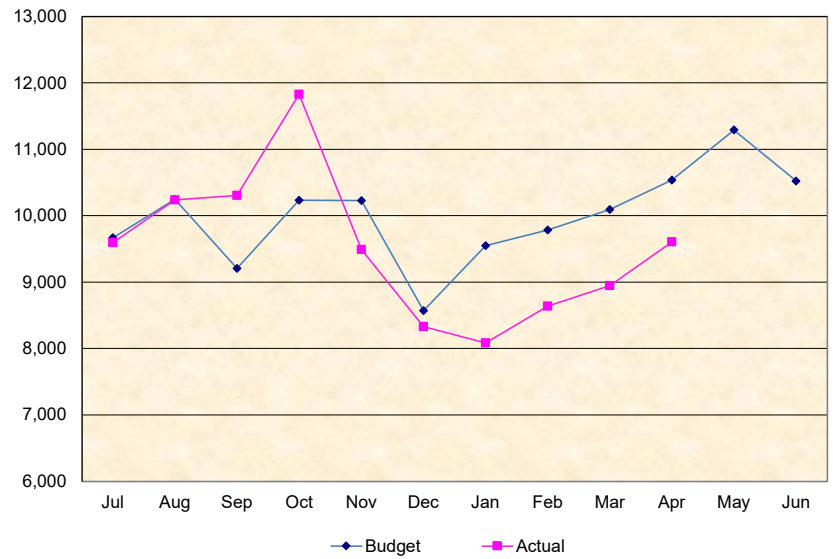


#### MSW Tonnage Year to Date

Budget:	216,456
Actual:	221,781
Variance	5,325

### C&D Tonnage

Month	Budget	Actual	Variance
Jul	9,669	9,597	(72)
Aug	10,245	10,238	(7)
Sep	9,206	10,303	1,098
Oct	10,230	11,828	1,597
Nov	10,225	9,491	(734)
Dec	8,570	8,326	(243)
Jan	9,547	8,084	(1,463)
Feb	9,783	8,639	(1,144)
Mar	10,094	8,945	(1,149)
Apr	10,536	9,604	(932)
May	11,290		
Jun	10,523		
Totals:	119,918	95,056	(3,049)

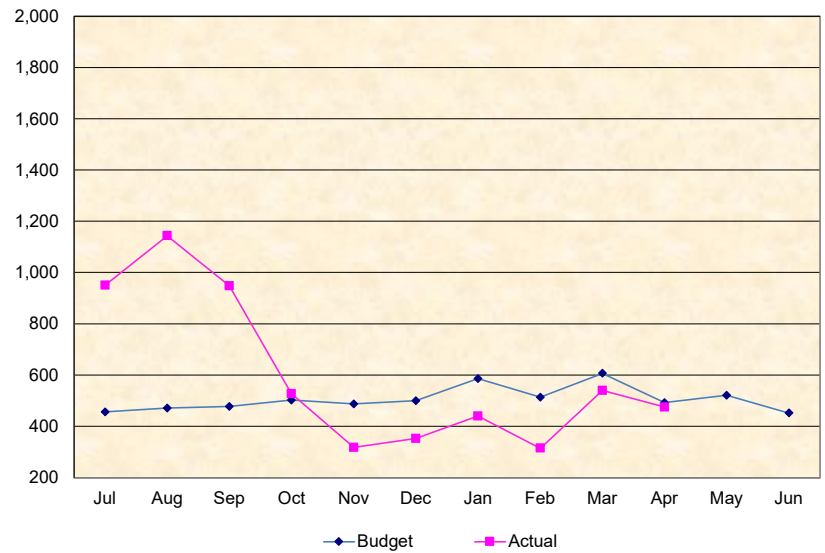


### C&D Tonnage Year to Date

Budget:	98,105
Actual:	95,056
Variance	(3,049)

### Sludge & Mixed Inerts Tonnage

Month	Budget	Actual	Variance
Jul	456	950	494
Aug	471	1,144	672
Sep	477	948	471
Oct	502	527	25
Nov	488	318	(170)
Dec	500	352	(147)
Jan	586	441	(146)
Feb	514	315	(199)
Mar	607	541	(67)
Apr	493	476	(17)
May	521		
Jun	452		
Totals:	6,067	6,011	917

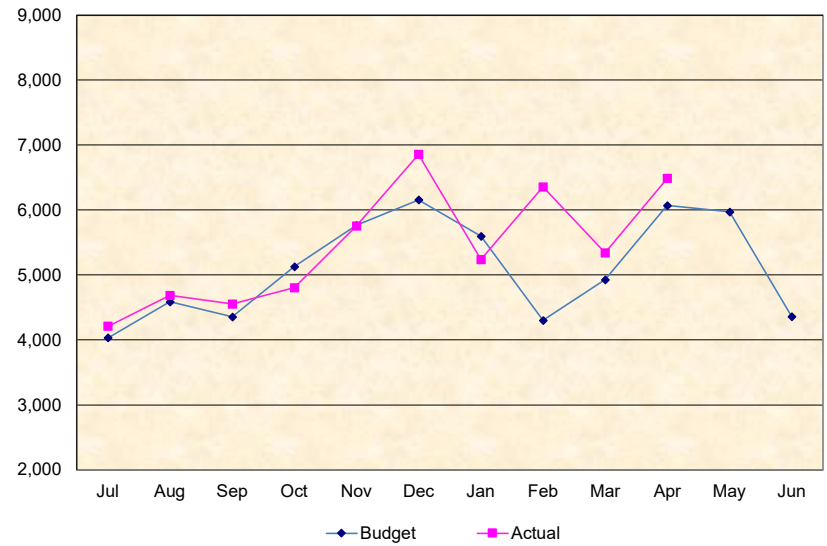


### Sludge & Mixed Inerts Tonnage Year to Date

Budget:	5,094
Actual:	6,011
Variance	917

### Green Waste Tonnage

Month	Budget	Actual	Variance
Jul	4,036	4,212	176
Aug	4,587	4,687	100
Sep	4,355	4,556	201
Oct	5,131	4,805	(326)
Nov	5,766	5,754	(12)
Dec	6,158	6,857	699
Jan	5,599	5,237	(362)
Feb	4,304	6,355	2,051
Mar	4,930	5,344	414
Apr	6,070	6,491	421
May	5,973		
Jun	4,363		
Totals:	61,273	54,297	3,360

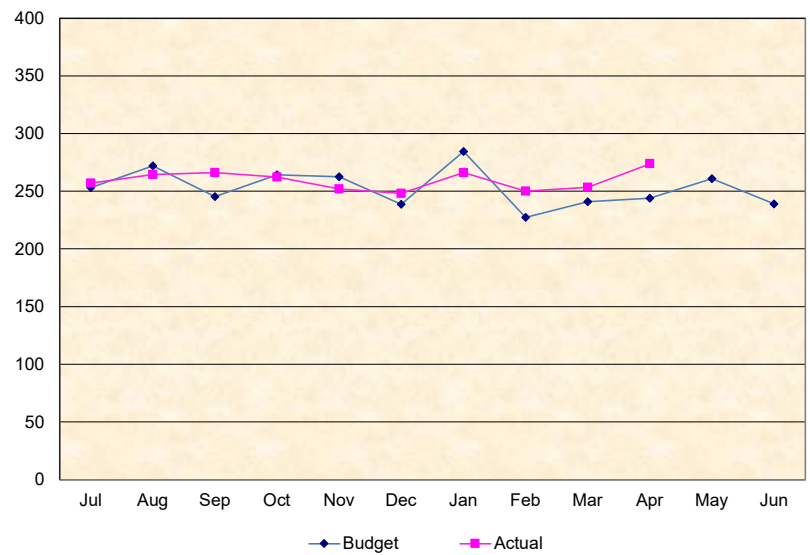


### Green Waste Tonnage Year to Date

Budget:	50,937
Actual:	54,297
Variance	3,360

### Food Waste Tonnage

Month	Budget	Actual	Variance
Jul	253	257	4
Aug	272	264	(8)
Sep	245	266	21
Oct	264	262	(2)
Nov	262	252	(10)
Dec	239	248	10
Jan	285	266	(18)
Feb	227	250	23
Mar	241	253	13
Apr	244	274	30
May	261		
Jun	239		
Totals:	3,032	2,593	61

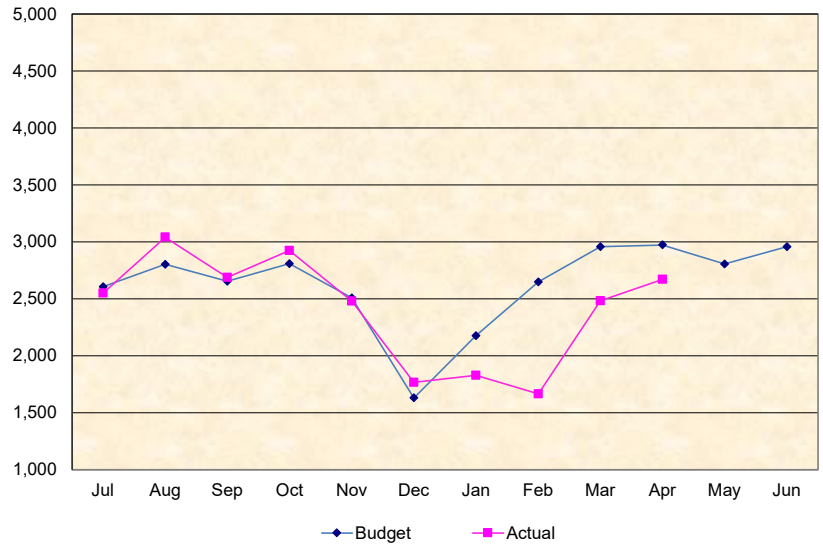


### Food Waste Tonnage Year to Date

Budget:	2,532
Actual:	2,593
Variance	61

### Inerts Tonnage

Month	Budget	Actual	Variance
Jul	2,606	2,549	(57)
Aug	2,804	3,041	237
Sep	2,654	2,689	34
Oct	2,808	2,924	116
Nov	2,508	2,480	(28)
Dec	1,631	1,765	134
Jan	2,177	1,827	(349)
Feb	2,647	1,665	(982)
Mar	2,957	2,483	(475)
Apr	2,973	2,672	(301)
May	2,806		
Jun	2,958		
Totals:	31,528	24,095	(1,670)

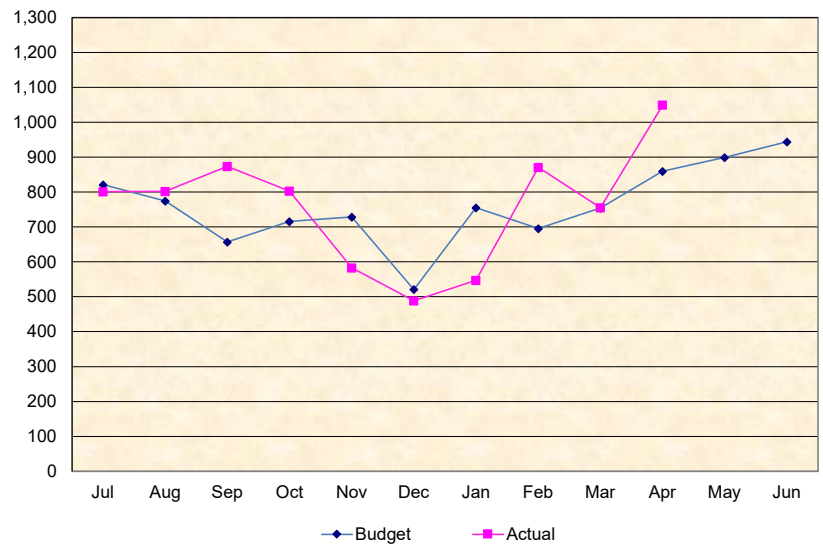


### Inerts Tonnage Year to Date

Budget:	25,764
Actual:	24,095
Variance	(1,670)

### Wood Tonnage

Month	Budget	Actual	Variance
Jul	821	801	(20)
Aug	775	802	27
Sep	657	874	217
Oct	716	803	87
Nov	729	583	(146)
Dec	521	489	(32)
Jan	755	547	(208)
Feb	696	871	175
Mar	754	755	1
Apr	860	1,050	190
May	900		
Jun	945		
Totals:	9,128	7,574	290

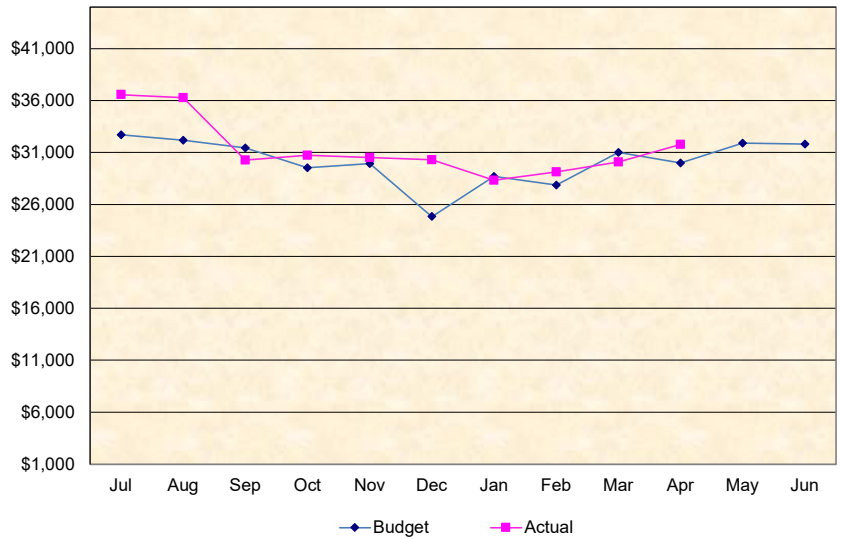


### Wood Tonnage Year to Date

Budget:	7,284
Actual:	7,574
Variance	290

### Miscellaneous Tipping Fee Revenue

Month	Budget	Actual	Variance
Jul	\$32,701	\$36,579	\$3,878
Aug	\$32,184	\$36,269	\$4,086
Sep	\$31,435	\$30,283	(\$1,152)
Oct	\$29,538	\$30,719	\$1,181
Nov	\$29,934	\$30,527	\$593
Dec	\$24,833	\$30,288	\$5,454
Jan	\$28,710	\$28,330	(\$379)
Feb	\$27,874	\$29,133	\$1,259
Mar	\$31,015	\$30,085	(\$930)
Apr	\$29,977	\$31,770	\$1,793
May	\$31,905		
Jun	\$31,805		
Totals:	\$361,910	\$313,984	\$15,784



### Miscellaneous Tipping Fee Revenue Year to Date

Budget:	\$298,200
Actual:	\$313,984
Variance	\$15,784

Miscellaneous tipping fee revenue reflects tipping fees received from tires, treated wood waste, appliances, and water treatment plant sludges.

**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS**

DATE: **JUNE 6, 2024**

FROM: **KEVIN BELL / EMILY HOFFMAN** *eh*

SUBJECT: **FOURTH AMENDMENT TO THE AGREEMENT WITH MAGMA  
CREATIVE**

**RECOMMENDED ACTION:**

1. Authorize the Chair to sign the Fourth Amendment with Magma Creative, Inc. to provide creative services for the WPWMA's Outreach Program for an amount not to exceed \$75,000, increasing the total not-to-exceed amount of the Agreement to \$577,300.
2. Determine the recommended action is exempt from further environmental review pursuant to California Environmental Quality Act Guidelines Section 15322.

**BACKGROUND:**

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

In July 2022, your Board approved the Second Amendment to the Magma Agreement shifting additional regional outreach efforts from another contractor to Magma. Additionally, the Second Amendment provided flexibility to internalize portions of the duties previously performed by the WPWMA's outreach consultants to the (then) new WPWMA's Public Information Assistant.

In June 2023, your Board approved the Third Amendment which narrowed the agreement to provide creative services including motion graphics and animation, professional video production and editing, and other related services.

Staff are requesting your Board approve the Fourth Amendment which extends the term of the agreement for an additional year to provide these important creative services.

**ENVIRONMENTAL CLEARANCE:**

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

**FISCAL IMPACT:**

The cost of providing the proposed services is \$75,000. Funding for the proposed Fourth Amendment is included in the FY 2024/25 Preliminary Budget.

**STRATEGIC PLAN/GOALS:**

GOAL 1 – Improve outreach, public education, and customer experience/service.

GOAL 5 – Maintain fiscally responsible systems.

ATTACHMENT: **FOURTH AMENDMENT**

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

**AGREEMENT NO.:** 102961

**DESCRIPTION:** Fourth Amendment to the Public Information Officer Services Agreement for Creative Services

This Fourth Amendment is made to be effective as of, from and after the day of \_\_\_\_\_ 2024, and between the **Western Placer Waste Management Authority**, a Joint Powers Authority (hereinafter referred to as the "WPWMA"), and **Magma Creative, Inc.**, an S-Corporation (hereinafter referred to as the "Consultant").

### **RECITALS**

1. The WPWMA and Consultant have entered into that certain "Public Information Officer Services Agreement" as of August 18, 2020 which was previously amended by the First Amendment as of June 17, 2021, the Second Amendment as of July 14, 2022, and the Third Amendment as of June 8, 2023 (hereinafter referred to as the "Agreement").
2. Consultant provides public engagement services including activities in support of the WPWMA's Renewable Placer Waste Action Plan.
3. In recognition of the importance of these services and the value in maintaining consistency and reliability, the WPWMA proposed, and Consultant agreed, to extend the term of the existing Agreement for an additional one-year period for a cost not to exceed Seventy-Five Thousand Dollars (\$75,000).
4. The WPWMA and Consultant acknowledge that, by extending the Agreement for an additional one-year period, the total cost of the Agreement shall increase to Five Hundred and Seventy-Seven Thousand Three Hundred Dollars (\$577,300).
5. The WPWMA and Consultant desire to amend the Agreement to reflect the revised understanding between the parties as set forth below. All references in this Fourth Amendment to a Section, to an Appendix, or to an Exhibit shall refer to that Section or Exhibit of the Agreement, and all terms defined in the Agreement shall have the same meaning herein.

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

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

"The total amount payable for all services provided under this Agreement shall not exceed Five Hundred and Seventy-Seven Thousand Three Hundred Dollars (\$577,300) without the prior written approval of the WPWMA."

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

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



WPWMA: Western Placer Waste Management Authority  
Emily Hoffman, Public Information Assistant  
3013 Fiddymment Road  
Roseville, CA 95747  
Phone: (916) 543-3989

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

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

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

Executed as of the day first above stated:

WESTERN PLACER WASTE MANAGEMENT AUTHORITY

By: \_\_\_\_\_  
Chair, Western Placer Waste Management Authority

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

MAGMA CREATIVE, INC., CONSULTANT

By: \_\_\_\_\_  
Chris Guzman, CEO & Core Creator

By: \_\_\_\_\_  
Susan Guzman, Chief Officer of People and Money

Approved as to Form:

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

**EXHIBIT B.1**  
**PAYMENT FOR SERVICES RENDERED**

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

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

Provided the work has been satisfactorily performed, WPWMA will pay invoices within thirty (30) days after approval of the invoice. Consultant shall provide additional information requested by the WPWMA to verify any of the amounts claimed for payment in any invoice. The total amount payable for all services provided under this Agreement shall not exceed Seventy-Five Thousand and no/100 Dollars (\$75,000.00).

**Table 1.1 – Task Budgets**

Task	Description	Original Budget	First Amend.	Second Amend.	Third Amend.	Fourth Amendment	Total
1	Public Engagement Strategy	\$9,975	---	---	---	---	\$9,975
2	Public Information Officer Services	\$12,500	\$32,000	---	---	---	\$44,500
3	Renewable Placer Waste Action Plan Support	\$20,325	\$32,000	---	---	---	\$52,325
4	Social Media Video Production	\$21,250	\$25,000	---	---	---	\$46,250
5	Meetings and Reporting	\$8,750	\$15,000	---	---	---	\$23,750
6	Additional Services	\$10,000	---	---	---	---	\$10,000
7	Paid Digital Media Management	---	\$15,500	---	---	---	\$15,500
A	Design Services	---	---	\$117,700	\$20,000	\$20,000	\$157,700
B	Website Services	---	---	\$47,800	---	---	\$47,800
C	Oil & Filter Program Management	---	---	\$59,500	---	---	\$59,500
D	Video Production Services	---	---	---	\$55,000	\$55,000	\$110,000
TOTAL CONTRACT AMOUNT		\$82,800	\$119,500	\$225,000	\$75,000	\$75,000	\$577,300

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**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS**

DATE: **JUNE 6, 2024**

FROM: **KEVIN BELL / EMILY HOFFMAN** *eh*

SUBJECT: **FIRST AMENDMENT TO THE AGREEMENT WITH JSR STRATEGIES**

**RECOMMENDED ACTION:**

1. Authorize the Chair to sign the First Amendment with JSR Strategies to provide website development and management services for an amount not to exceed \$50,000, increasing the total not-to-exceed amount of the Agreement to \$100,000.
2. Determine the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

**BACKGROUND:**

In June 2023, your Board approved an agreement with JSR Strategies (JSR) to provide website development and management services to the WPWMA including development of new features, search engine optimization, and hosting and management services for the WPWMA's websites – WPWMA.ca.gov, PlacerRecycles.com, and RenewablePlacer.com.

Staff are requesting your Board approve the First Amendment which extends the term of the agreement for an additional year, continuing these vital services with no interruption and allowing for new website features to be developed.

**ENVIRONMENTAL CLEARANCE:**

The recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

**FISCAL IMPACT:**

The cost of providing the proposed services is \$50,000. Funding for the proposed First Amendment is included in the FY 2024/25 Preliminary Budget.

**STRATEGIC PLAN/GOALS:**

GOAL 1 – Improve outreach, public education, and customer experience/service.

GOAL 5 – Maintain fiscally responsible systems.

ATTACHMENT: FIRST AMENDMENT

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

**AGREEMENT NO.:** 106165

**DESCRIPTION:** First Amendment to the Agreement for Website & Digital Services

This First Amendment is made to be effective as of, from and after the day of \_\_\_\_\_ 2024, and between the **Western Placer Waste Management Authority**, a Joint Powers Authority (hereinafter referred to as the "WPWMA"), and **JSR Strategies, LLC**, an S-Corporation (hereinafter referred to as the "Consultant").

### **RECITALS**

1. The WPWMA and Consultant have entered into that certain "Agreement for Website & Digital Services" as of July 4, 2023 (hereinafter referred to as the "Agreement").
2. Consultant provides digital public engagement services including activities in support of the WPWMA's Renewable Placer Waste Action Plan.
3. In recognition of the importance of these services and the value in maintaining consistency and reliability, the WPWMA proposed, and Consultant agreed, to extend the term of the existing Agreement for an additional one-year period for a cost not to exceed Fifty Thousand Dollars (\$50,000).
4. The WPWMA and Consultant acknowledge that, by extending the Agreement for an additional one-year period, the total cost of the Agreement shall increase to One Hundred Thousand Dollars (\$100,000).
5. The WPWMA and Consultant desire to amend the Agreement to reflect the revised understanding between the parties as set forth below. All references in this First Amendment to a Section, to an Appendix, or to an Exhibit shall refer to that Section or Exhibit of the Agreement, and all terms defined in the Agreement shall have the same meaning herein.

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

1. The last sentence in item 2. **Payment**, shall be replaced with the following sentence:  
"The total amount payable for all services provided under this Agreement shall not exceed One Hundred Thousand Dollars (\$100,000) without the prior written approval of the WPWMA."
2. Exhibit B shall be deleted and Exhibit B.1 attached hereto and substituted therefore.  
Except as expressly provided in this First Amendment, the Agreement shall remain unchanged and in full force and effect. After this First Amendment is duly executed and delivered by WPWMA and Consultant, this First Amendment shall be and constitute an integral part of the Agreement.

WPWMA: Western Placer Waste Management Authority  
Emily Hoffman, Public Information Assistant  
3013 Fiddymont Road  
Roseville, CA 95747  
Phone: (916) 543-3989

CONSULTANT: JSR Strategies  
Jess Rhodes, CEO  
1022 D St.  
Sacramento, CA 95814  
Phone: (916) 678-1489

REMIT TO: JSR Strategies  
Kiara Stubbs, Operations Manager  
1022 D St.  
Sacramento, CA 95814  
Phone: (916) 678-1489

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

Executed as of the day first above stated:

WESTERN PLACER WASTE MANAGEMENT AUTHORITY

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chair, Western Placer Waste Management Authority

JSR STRATEGIES, LLC, CONSULTANT

By: \_\_\_\_\_  
Jess Rhodes, CEO

By: \_\_\_\_\_  
Kiara Stubbs, Operations Manager

Approved as to Form:

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



## EXHIBIT B.1

### PAYMENT FOR SERVICES RENDERED

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

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

Provided the work has been satisfactorily performed, WPWMA will pay invoices within thirty (30) days after approval of the invoice. Consultant shall provide additional information requested by the WPWMA to verify any of the amounts claimed for payment in any invoice. The total amount payable for all services provided under this Agreement shall not exceed Fifty Thousand and no/100 Dollars (\$50,000.00).

**Table 1.1 – Task Budgets**

Task	Description	Original Budget	First Amendment	Total
1	WPWMA.ca.gov & PlacerRecycles.com Website Administration & Support	\$22,200	\$25,200	\$47,400
2	Virtual Tour Website Administration & Support	\$2,700	\$2,700	\$5,400
3	Website Development	\$12,000	\$14,000	\$26,000
4	SEO Services	\$5,000	\$3,000	\$46,250
5	Additional Services	\$8,100	\$5,100	\$8,000
TOTAL CONTRACT AMOUNT		\$50,000	\$50,000	\$100,000

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**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **JUNE 6, 2024**  
FROM: **KEVIN BELL / WILL SCHEFFLER** *WS*  
SUBJECT: **AGREEMENT WITH REX MOORE FOR INSTALLATION OF A MANUAL  
TRANSFER SWITCH AT THE BLOWER FLARE STATION**

**RECOMMENDED ACTION:**

1. Authorize the Chair to execute a sole source Agreement with Rex Moore to install a manual transfer switch at the Western Regional Sanitary Landfill's (WRSL) Blower Flare Station (BFS) for in the amount of \$46,256 and authorize the Interim Executive Director and General Manager to approve any required change orders consistent with Section 20142 of the Public Contract Code for a total contract amount not to exceed \$50,000.
2. Determine the recommended action is exempt from further environmental review pursuant to California Environmental Quality Act Guidelines Section 15301.

**BACKGROUND:**

The WRSL is under Placer County Air Pollution Control Board (PCAPCD) and California Air Resources Board requirements to capture and collect landfill gas (LFG), and of most concern, methane generated by the degradation of waste in the landfill. This process is done through the Gas Collection and Control System (GCCS) which includes an extensive network of vertical and horizontal extraction wells that collect and convey the LFG to the BFS. Two large 100-horsepower blowers at the BFS provide the vacuum required to extract LFG through the GCCS network and feed the combustion of methane through WRSL's flare as well as Energy 2001's gas-to-energy facility. Energy is supplied to the BFS via connection to Pacific Gas and Electric (PG&E)'s electrical lines along Athens Avenue.

During the winters of 2022-23 and 2023-24, WPWMA's campus experienced extensive power outages due to severe storms that rendered the BFS inoperable and resulted in the loss of collection and control of LFG. As a result, staff filed multiple Non-Compliance Event Forms with PCAPCD. In addition to the regulatory violations incurred, there was a significant increase in LFG odors across the campus and the surrounding area. WPWMA staff were able to minimize the downtime of the GCCS and BFS through the use of borrowed mobile generators from the Placer County Department of Public Works and FCC Environmental Services which were wired directly into the BFS electrical panel. However, wiring directly into the electrical panel was an emergency measure, was not Code compliant, and required an industrial electrician to facilitate the wiring and unwiring of the generator.

As evidenced by these recent storms rendering the GCCS and BFS inoperable, it is imperative that the WPWMA enact permanent backup measures to minimize system downtime in a safe and cost-effective manner including installation of a permanent transfer switch that will allow for a rapid transfer from line power to a backup generator.

Staff believe a sole source Agreement with Rex Moore is in the WPWMA's and public's best interest given the need to complete installation of the necessary electrical components for use during the 2024-25 winter and Rex Moore's extensive experience with installing and maintaining electrical systems on the WPWMA's campus.

Based on the WPWMA's anticipated operational needs, staff and Rex Moore negotiated the attached Agreement to install a Code compliant manual transfer switch to the BFS electrical panel to facilitate expedited generator power by WPWMA or SCS staff. Additionally, staff intend to bring a proposal to your Board at a future meeting to rent and station a mobile generator at the BFS annually between December 1 through March 31 and are working with the PCAPCD to determine the permitting requirements for a rental generator.

**ENVIRONMENTAL CLEARANCE:**

Operations, maintenance and minor alterations of the LFG system are exempt from review under California Environmental Quality Act, Section 15301: Existing Facilities. A Notice of Exemption for the construction and operation of the system was filed on May 16, 1995.

**FISCAL IMPACT:**

The total estimated construction cost for the proposed project is \$50,000 including the change order allocation allowed by Public Contract Code Section 20142. Sufficient funding is available in the FY 2024/25 Preliminary Budget to cover this cost.

**STRATEGIC PLAN/GOALS:**

GOAL 4 – Establish well-planned facility infrastructure and ensure its proper maintenance and operation.

ATTACHMENT: REX MOORE AGREEMENT



**MANUAL GENERATOR TRANSFER SWITCH FOR BLOWER FLARE STATION**

WESTERN PLACER WASTE MANAGEMENT AUTHORITY  
MANUAL GENERATOR TRANSFER SWITCH FOR BLOWER FLARE STATION

BID BOOK PART 1

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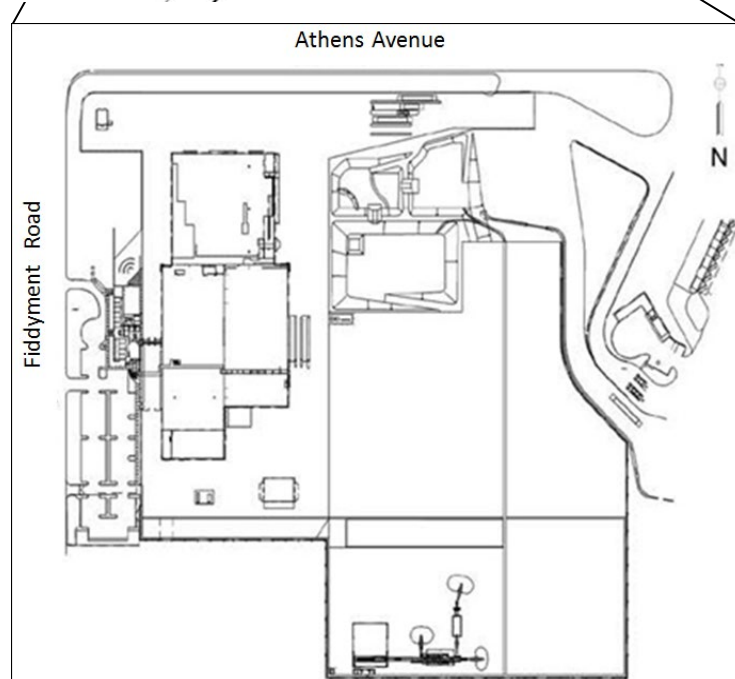
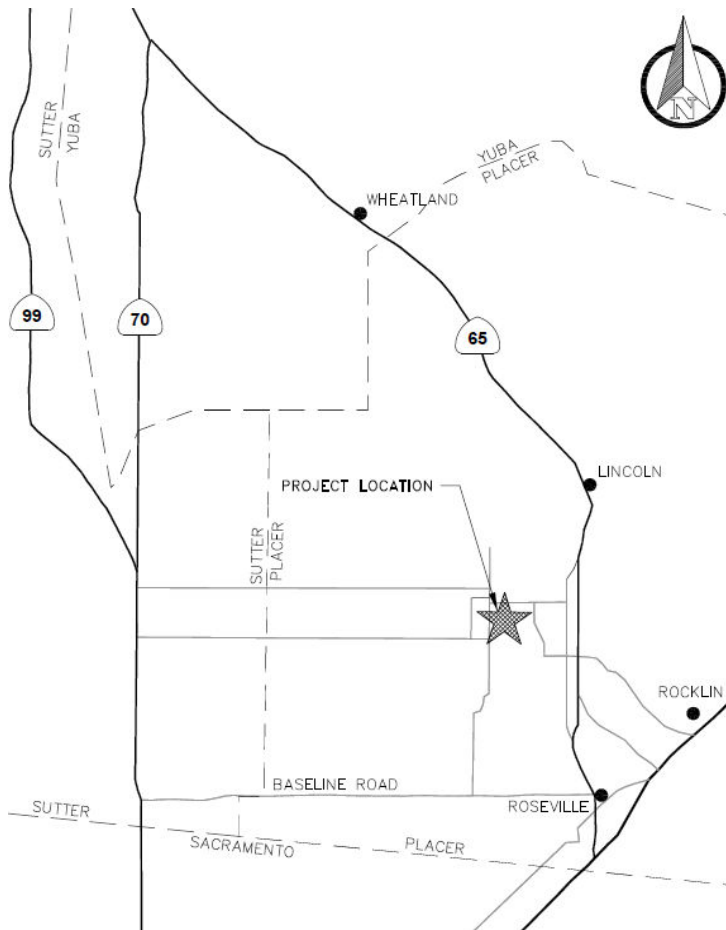
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APPENDIX A – REX MOORE QUOTE

## LOCATION MAP



## **CONTRACT DOCUMENTS**



## CONTRACT

**THIS CONTRACT** (hereinafter “Contract”) is made on the date set forth below, by and between the Western Placer Waste Management Authority (hereinafter “WPWMA”), a Joint Powers Authority and Rex Moore Electrical Contractors & Engineers (hereinafter “Contractor”) a (insert business type and location of incorporation, etc), collectively referred to as the “Parties”.

The parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

**1. Contract Documents:**

The complete Contract consists of the following documents:

Accepted Bid Proposal – Appendix A

Contract

Performance Bond

Payment Bond

General Conditions

Supplemental or Special Conditions, if any

Drawings and Specifications, if any

Addendum

Approved Change Orders

Any and all obligations of the WPWMA and the Contractor are fully set forth and described therein. All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all said documents. The documents comprising the complete Contract are hereinafter collectively referred to as the Contract Documents.

- 2. The Work:** The Contractor agrees to furnish all work, labor, tools, materials, transportation, equipment, services, and other means of construction necessary to permit and perform and complete in a good and workmanlike manner, that certain Work entitled **WESTERN PLACER WASTE MANAGEMENT AUTHORITY, MANUAL TRANSFER SWITCH FOR BLOWER FLARE STATION, 3013 FIDDYMENT ROAD, ROSEVILLE, CA 95747** as called for, and in the manner designated in, and in strict conformity with the Contract Documents. It is understood and agreed that the work, labor, tools, materials, transportation, equipment, services and other means of construction shall be furnished and the Work performed and completed under the sole direction and control of the Contractor, and subject to inspection and approval of the WPWMA, or its representatives.
- 3. Contract Price:** The WPWMA agrees to pay and the Contractor agrees to accept, in full payment for the Work above agreed to be done, the sum of **Forty-Six Thousand Two Hundred Fifty-Six DOLLARS** (\$46,256.00) subject to additions and deductions as provided in the Contract Documents.

MANUAL TRANSFER SWITCH FOR  
BLOWER FLARE STATION

4. **Time for Performance--Liquidated Damages:** The Commencement date of the Contract for determination of the time for completion shall be set forth in the Notice to Proceed issued by the WPWMA but shall not be less than ten (10) calendar days after execution of the Contract by the WPWMA. The Contractor shall complete all Work required by the Contract within **One Hundred Eighty (180) calendar days** after said commencement date, as adjusted and provided for in the Contract Documents. In the event that the Contractor does not complete all Work required by the Contract within the time specified above, liquidated damages shall be imposed by the WPWMA upon the Contractor. After considering such a breach and all aspects of the Work including, but not limited to, the type of installations, the current and future uses of facilities and premises, the disarrangement of the premises and facilities thereof during the Work, and the additional cost and difficulty of using the disarranged facilities during the Work, the Parties agree that a reasonable daily damage for such a breach, will be **\$500 per calendar day**, and the payment of the same, is payment of liquidated damages and not a penalty. It is understood that this agreement for liquidated damages is entered into because the amount is manifestly reasonable under the circumstances existing at the time of this Contract, and it would be extremely difficult or impossible to determine with any degree of accuracy the actual damages in case of any such breach. In case of such breach, it is agreed that the WPWMA may deduct the amount thereof from any money due or to become due said Contractor under this Contract.
  
5. **Worker's Compensation Certification:** By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self- insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work.
  
6. **Indemnity:** WPWMA agrees to indemnify and hold harmless CONTRACTOR and CONTRACTOR'S employees or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of WPWMA, its employees or agents.

CONTRACTOR agrees to indemnify and hold harmless WPWMA, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of CONTRACTOR, its employees or agents.

This indemnification shall extend to claims, losses, damages, injury, and liability for injuries occurring after completion of CONTRACTOR'S services, as well as during the progress of rendering such services. Acceptance of insurance required by this Agreement does not relieve CONTRACTOR from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by CONTRACTOR'S operations regardless if any insurance is applicable or not.

This provision is not intended to create any cause of action in favor of any third party against CONTRACTOR or the WPWMA or to enlarge in any way the CONTRACTOR's liability but is intended solely to provide for indemnification of WPWMA for liability for

damages or injuries to third persons or property arising from CONTRACTORS performance pursuant to this contract or agreement.

7. **Insurance:** CONTRACTOR shall file with the WPWMA concurrently herewith a Certificate of Insurance, in companies acceptable to WPWMA, with a Best's Rating of no less than A-:VII showing.

**WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:**

Workers' Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease. If there is an exposure of injury to PROVIDER'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Workers' Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the WPWMA, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONTRACTOR.

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

**General Liability Insurance:**

- A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of Contractor, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
- (1) Products and completed operations;
  - (2) Contractual liability insuring the obligations assumed by Contractor in this Agreement; and
  - (3) Broad form property damage (including completed operations);

Except with respect to bodily injury and property damage included within the products and

completed operations hazards, the aggregate limits, where applicable, shall apply separately to Contractor's Work under the Contract.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. If Contractor carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- One million dollars (\$1,000,000) each occurrence
- Two million dollars (\$2,000,000) aggregate

D. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One million dollars (\$1,000,000) for Products-Completed Operations
- Two million dollars (\$2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be Two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of WPWMA, which consent, if given, shall be subject to the following conditions:

(1) The limits of liability shall not be less than:

- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One million dollars (\$1,000,000) aggregate for Products Completed Operations
- Two million dollars (\$2,000,000) General Aggregate

- (2) The insurance coverage provided by Contractor shall contain language providing coverage up to one (1) year following the completion of the Contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

Conformity of Coverage - If more than one policy is used to meet the required coverage, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the WPWMA as noted above. In no cases shall the types of policies be different.

**ENDORSEMENTS:** Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The WPWMA, its officers, employees, agents and its contractors, outside parties hired to inspect the Work and volunteers thereof connected with the Work, including, but not limited to, the Director and the Engineer, are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the WPWMA with respect to any insurance or self- insurance programs maintained by the WPWMA and no insurance held or owned by the WPWMA shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the WPWMA."

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

### **ADDITIONAL REQUIREMENTS:**

Premium Payments - The insurance companies shall have no recourse against the WPWMA and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The Contractor shall be responsible for all deductibles in all of the Contractor's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

Contractor's Obligations - Contractor's indemnity and other obligations shall not be limited

by the foregoing insurance requirements and shall survive the expiration of this Contract.

Verification of Coverage - Contractor shall furnish the WPWMA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the WPWMA before the Work commences. However, failure to obtain the required documents prior to the Work beginning shall not waive the Contractor's obligation to provide them. The WPWMA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.

8. **Prevailing Wages:** Contractor acknowledges that it has examined the prevailing rate of per diem wages as established by the California Director of Industrial Relations. The Contractor agrees to pay workers not less than the applicable prevailing rate of per diem wages, as set forth in these requirements and Labor Code section 1770 et seq. Contractor agrees specifically to comply with the provisions of Labor Code section 1777.5 pertaining to the employment of apprentices. Contractor agrees to comply with the provisions of Labor Code Section 1811-1813 relating to the payment of overtime. Failure to comply with the proper prevailing wage requirements may result in a penalty of up to \$200 per day per worker. Failure to comply with apprenticeship requirements may result in a penalty of \$100-\$300 for each calendar day of violation. Failure to pay proper overtime rate may result in a penalty of \$25 per day per worker.
9. **Severability:** Nothing contained in this Contract shall be construed so as to require the commission of any act contrary to law. Should a conflict arise between any provisions contained herein and any present or future statute, law, ordinance, or regulation contrary to which the Parties have no legal right to contract or act, the latter shall be curtailed and limited but only to the extent necessary to bring it within the requirements of the law. If such curtailment or limitation is not possible, the affected provision of the Contract shall be of no force and effect. Except as aforesaid, such illegality shall not affect the validity of this Contract.
10. **Complete Agreement:** This Contract supersedes any and all agreements, either oral or in writing, between the Parties with respect to the subject matter herein. The Parties acknowledge that no representation by any party which is not embodied herein or any other agreement, statement, or promise not contained in this Contract shall be valid and binding.
11. **Interpretation:**
  - (a) The Parties hereto acknowledge and agree that each has been given the opportunity to independently review this Contract with legal counsel, and/or has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions of the Contract.

- (b) In the event of a controversy or dispute between the Parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsmanship of such provision.

**IN WITNESS WHEREOF**, this Contract has been duly executed by the Parties hereinabove named, on the day and year first herein written.

CONTRACTOR:

Dated this 6<sup>th</sup> day of June, 2024.

\_\_\_\_\_  
Jason Blum, PRESIDENT

\_\_\_\_\_  
Wes Gnile, SERVICE MANAGER

ADDRESS:

PHYSICAL ADDRESS:

6001 Outfall Circle  
Sacramento, CA 95828

MAILING ADDRESS:

6001 Outfall Circle  
Sacramento, CA 95828

TELEPHONE: 916-372-1300

APPROVED: WESTERN PLACER WASTE MANAGEMENT AUTHORITY

\_\_\_\_\_  
WPWMA Chair

\_\_\_\_\_  
WPWMA  
3013 FIDDYMENT ROAD, ROSEVILLE, CA 95747 (916) 543-3960

**CERTIFICATION OF WORKERS' COMPENSATION**  
(LABOR CODE SECTION 1861)

STATE OF CALIFORNIA  
COUNTY OF PLACER

I, the undersigned, do hereby certify:

That I am aware of the provisions of Section 3700 of the Labor Code of the State of California, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Executed at \_\_\_\_\_, California, on the \_\_\_\_ day of \_\_\_\_\_ .  
I certify under the penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
Contractor-Employer

\* \* \* \* \*



## BOND OF FAITHFUL PERFORMANCE

**Know All Persons by These Presents:**

**THAT WHEREAS**, the Western Placer Waste Management Authority awarded to \_\_\_\_\_, hereinafter designated as the "Contractor," a contract for the work **consists generally of the MRF REPAIRS - ELECTRICAL**.

**AND WHEREAS**, the Contractor is required to furnish a bond in connection with said contract guaranteeing the faithful performance thereof;

**NOW, THEREFORE**, We the undersigned Contractor and Surety, are held and firmly bound unto the Western Placer Waste Management Authority, in the **sum of** \_\_\_\_\_ **dollars (\$\_\_\_\_\_)**, to be paid to the said WPWMA, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly be these presents.

The condition of this obligation is such that if the above Contractor, its heirs, executors, administrators, successors or assigns shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Western Placer Waste Management Authority, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; OTHERWISE, it shall be and remain in full force and effect.

In case suit is brought upon this bond the Surety shall pay all court costs, expenses and the reasonable attorney's fees fixed by the court in the event the claimant is deemed to be the prevailing party.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals on this \_\_\_\_ day of \_\_\_\_\_, 2024.

**CONTRACTOR:**

**SURETY:**

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Address of Surety for Service of Notice and/or Process

MANUAL TRANSFER SWITCH FOR  
BLOWER FLARE STATION

---

Surety California Secretary of State Corporation Number: \_\_\_\_\_ Contractor  
Secretary of State Corporation Number: \_\_\_\_\_

NOTE: Signatures of Contractor and Surety must be notarized, and signature of surety must be accompanied by a duly authorized power of attorney if executing as attorney-in-fact.

*This form has been approved by WPWMA Counsel.*

## PAYMENT BOND

**Know All Persons by These Presents:**

**THAT WHEREAS**, the Western Placer Waste Management Authority has awarded to Name of Company, as principal, hereinafter designated as the "Contractor," a contract for the work described as follows **consists generally of the MRF REPAIRS - ELECTRICAL**.

**AND WHEREAS**, said Contractor is required by the Contract and the provisions of Chapter 7 (commencing with Section 3247) of Title 15, Part 4, Division 3, of the Civil Code, to furnish a bond in connection with said contract;

**NOW, THEREFORE**, We, the undersigned Contractor and Surety are held and firmly bound unto the Western Placer Waste Management Authority in the **sum of** \_\_\_\_\_ **dollars (\$\_\_\_\_\_)**, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that if said Contractor, its heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay any materials, provisions, provender, or other supplies or teams, implements or machinery used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, as required by the provisions of Chapter 7 (commencing with Section 3247) of Title 15, Part 4, Division 3, of the Civil Code, and provided that the claimant shall have complied with the provisions of said Code, the Surety hereon will pay for the same in an amount not exceeding the sum specified in this bond; OTHERWISE, the above obligation shall be void. In case suit is brought upon this surety bond the Surety will pay all court costs, expenses and the reasonable attorney's fees fixed by the court in the event the claimant is deemed to be the prevailing party. This bond shall insure to the benefit of any and all persons, companies or corporations entitled to file claims under section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this \_\_\_\_day of \_\_\_\_\_, 2024.

CONTRACTOR:

\_\_\_\_\_

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

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

SURETY:

\_\_\_\_\_

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

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

Address of Surety for Service or Notice and/or Process:

---

Surety California Secretary of State Corporation Number: \_\_\_\_\_

Contractor Secretary of State Corporation Number: \_\_\_\_\_

NOTE: Signatures of Contractor and Surety must be notarized, and signature of Surety must be accompanied by a duly authorized power of attorney if executing as attorney-in-fact.

*This form has been approved by WPWMA Counsel.*



May 29, 2024

Western Placer Waste Management Authority  
3013 Fiddymont Road  
Roseville, CA 95747  
Attention: **William Scheffler**

Re: Manual Generator Transfer Switch at WPWMA Blower Flare Station

Will,

We are pleased to submit our proposal for the project listed above

- Furnish and install strut structure for new manual transfer switch.
- Furnish and install 600A rated manual transfer switch.
- Furnish and install generator tap can with terminal block and cam lock connections for temp power cable to plug into.
- Intercept bus at main breaker and re-route using cable feeders to and from new transfer switch.
- Switchgear will need to be de-energized for approximately 8-12 hours.
- Design, engineering, and drawings for permit.
- Permit fees.
- Work to be performed during and **after normal-business** hours.
- **This project has been quoted at prevailing wage.**

**Amount: \$42,756.00**

If you need further clarification or have any questions do not hesitate to call me at (916) 769-4925

Sincerely yours,  
**REX MOORE GROUP INC.**

Wes Gnile  
Service Manager  
Quote OP-18288REV1

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**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS**

DATE: **JUNE 6, 2024**

FROM: **KEVIN BELL / WILL SCHEFFLER** *WS*

SUBJECT: **FIRST AMENDMENT TO THE AGREEMENT WITH SCS FIELD  
SERVICES FOR LANDFILL GAS OPERATION AND MAINTENANCE**

**RECOMMENDED ACTION:**

1. Authorize the Chair to sign the First Amendment to the Agreement with SCS Field Services (SCS) extending landfill gas (LFG) and leachate/condensate collections, operations, maintenance, and reporting services for Western Regional Sanitary Landfill (WRSL) for an additional year for a total of \$1,948,555, increasing the total not-to-exceed cost of the Agreement to \$3,681,164.
2. Determine the recommended action is exempt from further environmental review pursuant to California Environmental Quality Act Guidelines Section 15301.

**BACKGROUND:**

After a competitive procurement process, your Board approved the Agreement with SCS at the May 11, 2023 meeting to provide operation, maintenance, and reporting of the LFG and leachate/condensate collection and control systems for WRSL. The terms of the Agreement were an initial period of one year with the option for up to three (3) one-year extensions upon mutual agreement. In staff's experience, SCS has been the most qualified contractor for the operation and maintenance of LFG and leachate collection and recovery systems. Given the ever-increasing scope of operational complexity and regulatory requirements of WRSL, staff recommends extending the agreement for an additional one-year term to continue these services.

As part of the proposed First Amendment, and in addition to continued operations and maintenance efforts, staff requested SCS provide scope and budget for the installation of additional LFG collection wells and conveyance piping. Of the recommended \$1,948,555 in additional funding, a total of \$480,300 (or approximately 24.6% of the budget) is associated with installation of additional wells and piping. Including this provision will allow the WPWMA to more quickly respond to any regulatory requirements to upgrade the LFG system as necessary.

Based on the WPWMA's anticipated operational needs, staff and SCS negotiated with attached Scope of Services which includes ongoing operation, maintenance and monitoring of the existing LFG system and installation of ten (10) new LFG extraction wells in Modules 5 and 16.

The proposed First Amendment is structured on a time-and-materials basis to allow flexibility in coordinating with other multiple ongoing operations that can affect LFG system operations, including daily landfill operations, construction of the next landfill module, and Energy 2001's power plant. Additionally, staff and SCS have discussed the potential for WPWMA to internalize the equipment operator portion of the services to

allow for greater flexibility for WPWMA to respond to a variety of operational needs outside the normal scope of the Agreement.

**ENVIRONMENTAL CLEARANCE:**

Operations, maintenance and minor alterations of the LFG system are exempt from review under California Environmental Quality Act, Section 15301: Existing Facilities. A Notice of Exemption for the construction and operation of the system was filed on May 16, 1995.

**FISCAL IMPACT:**

The cost of providing services included in the attached Scope of Services is \$1,948,555. Of this amount, \$480,300 is dedicated for the design and construction of ten (10) new LFG extraction wells to help maintain WRSL's regulatory compliance as the amount of disposed waste continues to grow. Funding for the Agreement's services is identified in the FY 2024/25 Preliminary Budget that your Board approved at the May 9, 2024 meeting.

**STRATEGIC PLAN/GOALS:**

GOAL 4 – Establish well-planned facility infrastructure and ensure its proper maintenance and operation.

ATTACHMENT: FIRST AMENDMENT



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

**AGREEMENT:** SCN106242

**DESCRIPTION:** First Amendment to Agreement for GCCS and LCRS Operations, Monitoring and Maintenance, and Reporting

This First Amendment is made to be effective as of, from and after the day of \_\_\_\_\_, 2024 and between the **WESTERN PLACER WASTE MANAGEMENT AUTHORITY**, a joint powers authority organized under California law (hereinafter referred to as the "WPWMA"), and Stearns, Conrad and Schmidt Consulting Engineers, Inc. dba **SCS Field Services**, a Virginia Corporation authorized to do business in California (hereinafter referred to as the "Contractor").

### **RECITALS**

1. The WPWMA and Contractor have entered into that certain "Agreement" for the Operation and Maintenance of the Western Regional Sanitary Landfill (WRSL) Gas Collection and Control System (GCCS) and Leachate Collection and Recovery System (LCRS) as of July 31, 2023 for an initial cost of \$1,732,609, (hereinafter referred to as the "Agreement").
2. Contractor has consistently performed GCCS and LCRS operations, monitoring, and maintenance services for the WPWMA through changing conditions and regulations, maintaining a positive working relationship with the WPWMA and its consultants and other contractors.
3. In recognition of the importance of these services and the value in maintaining consistency and reliability in how they are provided, the WPWMA has proposed, and Contractor has agreed to extend the term of the existing Agreement for an additional one-year period for a cost not to exceed One Million Nine Hundred Forty-Eight Thousand Five Hundred Fifty-Five Dollars (\$1,948,555).
4. The WPWMA has expressed the desire to internalize an equipment operator position in order to give the WPWMA greater flexibility and provide direct accountability of the various projects across WPWMA's campus. The Contractor recognizes this and acknowledges that Contractor staff will work with the WPWMA for scheduling work corresponding to WPWMA's new position.
5. As part of the Contractor's proposed work, Task 5B, Wellfield Build, is budgeted \$430,300 of the total \$1,948,555 for the installation of ten 100-foot each landfill gas extraction wells and associated lateral pipelines and components. Additionally, Task 6A, Wellfield Design and Bid, and Task 6C, Wellfield Construction Management and CQA, that are associated with the installation of those ten landfill gas extraction wells, have \$25,000 per task budgeted for them. In consideration of the variable aspects of landfill operations and landfill gas generation and collection, the WPWMA would reserve the right to direct the Contractor to install all ten wells, no wells, or any number of wells in between, contingent to the needs of WRSL.
6. Contractor proposed, and WPWMA agrees, to increase the Agreement budget by

\$1,948,555, for a total not to exceed maximum cost of \$3,681,164 to account for this additional 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 Exhibit B, **Payment For Services Rendered**, shall be replaced with the following sentence:

“The total amount payable for all services provided under this Agreement, including Additional Services, shall not exceed Three Million Six Hundred Eighty-One Thousand One Hundred Sixty-Four Dollars (\$3,681,164.00) without the prior written approval of the WPWMA.”

- b. The first paragraph of Exhibit A, Scope of Services shall be amended to include the following:

Contractor shall, to the greatest extent possible, schedule equipment and infrastructure related work, both routine and nonroutine of nature, with WPWMA Operations Division personnel in order to utilize WPWMA’s equipment operator.

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: \_\_\_\_\_  
WPWMA Chair

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

SCS Field Services

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

By: \_\_\_\_\_  
Curtis Jang,

Galen Petoyan,  
Senior Vice President

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 Three Million Six Hundred Eighty-One Thousand One Hundred Sixty-Four Dollars (\$3,681,164.00).

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

<b>Task</b>	<b>Description</b>	<b>Existing Budget</b>	<b>First Amendment</b>	<b>Total</b>
1A	LFG Operation, Monitoring, & Maintenance within the BFS	\$141,339.00	\$154,133.00	\$295,472.00
1B	LFG Operation, Monitoring, & Maintenance outside the BFS	\$374,985.00	\$397,961.00	\$772,946.00
1C	LCRS Operation, Monitoring, & Maintenance	\$354,387.00	\$377,111.00	\$731,498.00
2A	Immediate Reports	\$4,284.00	\$4,524.00	\$8,808.00
2B	Biweekly Reports	\$17,136.00	\$18,096.00	\$35,232.00
2C	Monthly Reports	\$39,312.00	\$41,436.00	\$80,748.00
2D	Quarterly Reports	\$14,376.00	\$15,112.00	\$29,488.00
2E	Semi Annual Reports	\$10,464.00	\$10,856.00	\$21,320.00
2F	Annual Reports	\$3,886.00	\$4,026.00	\$7,912.00
3	Flare Source Testing	\$20,685.00	\$0.00	\$20,685.00
4A	Response for WPWMA	\$130,000.00	\$230,000.00	\$360,000.00
4B	Response for Energy	\$5,000.00	\$5,000.00	\$10,000.00
4C	Response for Landfill Operator	\$130,000.00	\$50,000.00	\$180,000.00
5A	Wellfield Design & Bid	\$25,000.00	\$25,000.00	\$50,000.00
5B	Wellfield Build	\$311,755.00	\$430,300.00	\$742,055.00
5C	Wellfield Construction Management and CQA	\$20,000.00	\$25,000.00	\$45,000.00
6	Spare Parts/Consumables	\$120,000.00	\$150,000.00	\$270,000.00
7	Air Permitting Support	\$10,000.00	\$10,000.00	\$20,000.00
<b>Total</b>		<b>\$1,732,609.00</b>	<b>\$1,948,555.00</b>	<b>\$3,681,164.00</b>

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**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS**

DATE: **JUNE 6, 2024**

FROM: **KEVIN BELL / WILL SCHEFFLER**

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

**RECOMMENDED ACTION:**

1. Authorize the Chair to sign the Third Amendment to the Agreement with SCS Engineers (SCS) extending water quality monitoring services at the Western Regional Sanitary Landfill (WRSL) and Materials Recovery Facility (MRF) Composting Facility for an additional year for a total of \$202,000, increasing the total not-to-exceed cost of the Agreement to \$621,796.
2. Determine the recommended action is exempt from further environmental review pursuant to California Environmental Quality Act Guidelines Section 15306.

**BACKGROUND:**

After a competitive procurement process, your Board approved the Agreement with SCS at the May 12, 2022 meeting to provide water quality monitoring services at the WRSL and MRF Composting Facility. The RFP called for an initial one-year agreement with the selected contractor which could be extended in one-year increments for up to five years upon agreement of both parties.

Since 2017, SCS has provided reliable, responsive, competent, and professional water quality monitoring services to the WPWMA. Considering the long-term implications to the WPWMA associated monitoring and protecting groundwater and the thorough knowledge base SCS has with the WPWMA's facility, staff recommends extending the Agreement for an additional one-year term to continue these services.

As with the previous year's scope, the proposed Third Amendment requires SCS to perform water quality monitoring, sampling and analysis in accordance with the WPWMA's Waste Discharge Requirements Order R5-2007-0047, General Permit for Storm Water Discharges Associated with Industrial Activities Order 2014-0057-DWQ, City of Roseville Wastewater Discharge Permit No. 887795, Composting General Order 2020-0012-DWQ, and all applicable industry standards.

**ENVIRONMENTAL CLEARANCE:**

All work required under this Agreement is categorically exempt under CEQA Guidelines, Article 19, Section 15306 "Information Collection", which allows for data collection when such activities do not result in a serious or major disturbance to an environmental resource.

**FISCAL IMPACT:**

The cost of providing the work in the proposed Second Amendment is \$202,000 and would increase the total not-to-exceed cost of the Agreement to \$621,796. For purposes of comparison, this is the same cost for the same level of service for FY 2023/24, however, an additional \$10,000 is budgeted for laboratory analysis associated with the

required 5-year Constituent of Concern monitoring event scheduled for FY 2024/25.  
Sufficient funding for these services is identified in the FY 2024/25 Preliminary Budget.

**STRATEGIC PLAN/GOALS:**

Goal 4 – Establish well-planned facility infrastructure and ensure its proper maintenance and operation.

ATTACHMENT: THIRD AMENDMENT



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

**AGREEMENT:** SCN105279

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

This THIRD Amendment is made to be effective as of, from and after the day of \_\_\_\_\_, 2024 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 for an initial cost of \$198,500 at the Western Regional Sanitary Landfill (WRSL) on May 18, 2022, which was previously amended as of January 12, 2023 by the First Amendment for an additional cost of \$29,296, and as of May 11, 2023 by the Second Amendment for an additional cost of \$192,000 (hereinafter referred to as the "Agreement").
2. Consultant has consistently performed water quality monitoring services for the WPWMA through changing conditions and regulations, maintaining a positive working relationship with the WPWMA and its consultants and contractors.
3. In recognition of the importance of these services and the value in maintaining consistency and reliability in how they are provided, the WPWMA has proposed, and Consultant has agreed to extend the term of the existing Agreement for an additional one-year period for a cost not to exceed Two Hundred Two Thousand Dollars (\$202,000).
4. The WPWMA and Consultant desire to amend the Agreement to reflect the revised understanding between the parties as set forth below. All references in this Third Amendment to a Section, to an Appendix, or to an Exhibit shall refer to that Section or Exhibit of the Agreement, and all terms defined in the Agreement shall have the same meaning herein.

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

- a. 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 Six Hundred Twenty-One Thousand Seven Hundred Ninety-Six Dollars (\$621,796) without the prior written approval of the WPWMA."

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

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

Western Placer Waste Management Authority

By: \_\_\_\_\_  
WPWMA Chair

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

SCS Engineers, Consultant

By: \_\_\_\_\_  
Patrick Sullivan,  
Senior Vice President

By: \_\_\_\_\_  
Wayne Pearce,  
Vice President

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 ( $\frac{1}{4}$ ) 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 Six Hundred Twenty-One Thousand Seven Hundred Ninety-Six Dollars (\$621,796).

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

<b>Task</b>	<b>Description</b>	<b>Existing Budget</b>	<b>Second Amendment</b>	<b>Total</b>
1	Routine Measurement, Sampling, Analysis and Reporting	\$362,000	\$192,000	\$554,000
2	Composting General Order	\$8,500	-----	\$8,500
3	Additional Services	\$20,000	\$10,000	\$30,000
4	MW-22 Abandonment	\$29,296	-----	\$29,296
<b>Total</b>		<b>\$419,796</b>	<b>\$202,000</b>	<b>\$621,796</b>

**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS**  
FROM: **KEVIN BELL / RYAN SCHMIDT** *RS*  
SUBJECT: **MODULE 6 LINER PROJECT**

DATE: **JUNE 6, 2024**

**RECOMMENDED ACTION:**

1. Approve an increase of \$175,424 to the spending authority associated with the Module 6 Liner Installation Project delegated to the Interim Executive Director and General Manager, increasing the total delegated spending authority to an amount not to exceed \$8,615,000.
2. Determine that the recommended action is exempt from further environmental review pursuant to California Environmental Quality Act Guidelines.

**BACKGROUND:**

At the May 11, 2023 meeting, your Board authorized the execution of an agreement with Anderson Dragline, Inc. (ADI) for construction of the Module 6 Liner system. Project construction began in August 2023 with completion anticipated in February 2024.

Due to weather-related issues and a directive from the Water Board, the WPWMA temporarily suspended construction of Module 6 effective December 25, 2023.

While staff continue to work with the Water Board to restart the project, staff worked with ADI to identify any additional efforts necessary to clean-up after the winter storms. Staff and ADI inspected the liner and discovered that surface water runoff from Module 5 had infiltrated the primary and secondary geosynthetic clay liner (GCL) layers in Module 6 which will require remediation to avoid any future infiltration in this area.

The proposed increase in spending authority will allow for the implementation of Contract Change Order #5 which includes exploration and remediation of the source of the infiltration water, exploration of the primary/secondary GCL layers hydrated by the water infiltration, and removal and replacement of all hydrated GCL materials. This work is required to maintain project compliance with the State Water Board's Title 27 Liner Performance Standards for Waste Containment Units. ADI has estimated the cost of this additional work at \$177,466, to be performed on a time and materials basis. Remaining contingency in the project budget is anticipated to cover the difference between the Change Order Cost and this spending authority approval increase.

**ENVIRONMENTAL CLEARANCE:**

An Environmental Impact Report (EIR) for the Western Regional Sanitary Landfill, including liner projects, was certified by your Board in August of 1996; a supplemental EIR was certified by your Board in August of 2000. No further environmental review is required.

**FISCAL IMPACT:**

The recommended action would increase the total project cost to a not-to-exceed amount of \$8,615,000. Sufficient funding is identified in the FY 2023/24 Final Budget. The proposed total project spending authority reflects the entirety of the Series 2022B bonds allotted for this project. Staff do not anticipate the need to utilize additional funds from the operating budget or reserves to complete this project.

**STRATEGIC PLAN/GOALS:**

Goal 4 – Establish well-planned infrastructure and ensure its proper operation.

**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS**

DATE: **JUNE 6, 2024**

FROM: **KEVIN BELL / ERIC ODDO**

SUBJECT: **ADOPTION OF POLICY 24-01: MATERIAL PROCESSING**

**RECOMMENDED ACTION:**

1. Adopt Policy 24-01 formalizing the WPWMA's operational practice of directing the maximum amount of material received at the WPWMA's campus to the Materials Recovery Facility (MRF) to recover recyclable and marketable materials.
2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

**BACKGROUND:**

In 1993, the WPWMA began construction of the MRF with the express purpose of "Recycling waste materials which have in the past been disposed of in landfills". Since that time, the WPWMA has endeavored to direct the maximum amount of material received at its campus to the MRF for processing rather than sending the material directly to the Western Regional Sanitary Landfill (WRSL) for disposal.

Over the past three decades of MRF operations, there have been numerous occasions where the MRF contract operator has requested materials be sent directly to the WRSL, either to address short term MRF operational disruptions or when they deemed the material of too low a quality to warrant processing. With the WPWMA's significant investment in facility upgrades to meet SB1383 and CalGreen diversion mandates, staff believe it is critical to process and recover as much material as practical even in situations where the market value of the recovered material may be relatively low or extended processing hours may be required to ensure the WPWMA and its customers remain in compliance with state material diversion mandates.

Further, as your Board continues to explore the concept of attracting additional material flows from outside the county, staff believe it is important to establish a clear and transparent policy reflecting the facility's core tenets of resource recovery and regulatory compliance.

To meet this goal, staff worked with the WPWMA's Technical Analysis Group (TAG) to develop the attached proposed policy codifying the WPWMA's historical practice of processing materials through the MRF to reduce the amount of material buried in the WRSL. During development, staff and the TAG acknowledged that the policy must allow for certain materials to continue to be sent directly to the WRSL for health and safety reasons and include provisions for direct disposal in the event of an emergency or serious facility disruption. In these cases, to safeguard the WPWMA and the Participating Agencies, staff recommend that direct disposal of materials be approved in advance by the WPWMA's General Manager or designee. Finally, given the periodic need to divert materials directly to the WRSL during construction of MRF improvements,

staff recommend that the proposed policy become effective upon the WPWMA's acknowledgement of substantial completion of the MRF improvements project.

**ENVIRONMENTAL CLEARANCE:**

The recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

**FISCAL IMPACT:**

There is minimal to no fiscal impact associated with the recommended action as it serves to formalize an existing operational practice.

**STRATEGIC PLAN/GOALS:**

GOAL 3 – Increase material diversion and domestic reuse.

ATTACHMENT: POLICY 24-01



# WESTERN PLACER WASTE MANAGEMENT AUTHORITY

## POLICIES AND PROCEDURES

### MATERIAL PROCESSING

Policy No:	24-01
Date:	June 6, 2024
Revision No.	0
Supersedes:	
First Adopted:	June 6, 2024

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#### PURPOSE:

To ensure that, with exceptions as noted herein, all materials received at the WPWMA's Campus shall be directed to the Materials Recovery Facility (MRF) for Processing to provide the opportunity to recover Recyclable Materials and Household Hazardous Wastes. Processing the maximum amount of material at the MRF is intended to preserve capacity in the Western Regional Sanitary Landfill (WRSL), minimize adverse environmental impacts, and ensure WPWMA's and Participating Agencies' compliance with applicable solid waste related regulations.

#### EFFECTIVE DATE:

This policy shall become effective upon the WPWMA's determination of Substantial Completion of the MRF Improvements Project and shall remain in effect and force until rescinded or amended by the WPWMA Board of Directors.

#### POLICY:

1. All materials delivered to the WPWMA's campus by any customer, except as noted herein, shall be directed to the MRF (inclusive of the Construction and Demolition Debris processing area and Composting facility) for Processing to recover recyclable and marketable materials and improperly disposed of items such as Household Hazardous Wastes.
2. Materials permanently excluded from this policy, and thereby allowed to be sent directly to the WRSL for disposal, include:
  - a. Treated medical waste
  - b. Treated wood waste
  - c. Mixed Inerts (e.g., street sweepings)
  - d. Wastewater and water treatment plant sludges
  - e. Disaster debris (e.g., fire debris, flood debris, etc.)
  - f. Any materials determined by the Placer County Local Enforcement Agency that may be unsafe to process at the MRF but are legally permitted for disposal at the WRSL.

- g. Any materials requiring confirmed disposal by local law enforcement to the degree such disposal is legally permitted for disposal at the WRSL.
3. The WPWMA's General Manager or designee shall have the authority to direct specific loads directly to the WRSL pursuant to the following:
  - a. The load(s) in question have been determined at the sole discretion of the WPWMA to be sufficiently low in quality or quantity of Recyclable Materials such that Processing the materials may not result in additional material diversion or could cause operational problems including, but not limited to, equipment damage, excessive equipment downtime, or exceed system processing capacity limits.
  - b. The review and determination of applicable loads by the WPWMA shall be performed and recertified at least quarterly as applicable.
4. The WPWMA's MRF operator may request that specific loads be sent directly to the WRSL pursuant to the following:
  - a. Such request shall be in writing and sent to the WPWMA's General Manager or designee.
  - b. The request shall at a minimum, include:
    - i. The reason and justification for the request to divert materials.
    - ii. The material type and customer affected by the request.
    - iii. The requested duration of the material diversion.
    - iv. Any other information requested by the WPWMA that the WPWMA, in its sole discretion, believes is appropriate and necessary to render a decision.
  - c. The WPWMA's General Manager or designee shall have the sole discretion to approve or reject the request and such decision shall be final. Further, the WPWMA's General Manager or designee shall have the authority to immediately rescind any prior approval(s) if they determine that the information provided by the MRF operator in items 4.b.i and/or 4.b.iii are no longer applicable.
5. In the event of significant damage, destruction of or disruption to the MRF, the WPWMA's General Manager or designee shall have the authority to direct specific loads directly to the WRSL after taking all commercially reasonable alternatives for continued material Processing, both on site and off site by independent third parties, identified in the WPWMA's Contingency Plan. For the purposes of this section, significant damage, destruction, or disruption shall mean that the affected MRF component or operation has been downgraded to an operational capacity of 50% or less and is anticipated to remain so in excess of a continuous thirty (30) Day period.

## **DEFINITIONS:**

Unless the context clearly indicates otherwise, the capitalized terms set forth below have the following meanings when used in this policy.

1. Compost and Composting: When used as a noun, "Compost" means the same as the term "Stabilized Compost" as defined in California Code of Regulations

sections 17850 et seq., as it currently exists or is hereafter amended; when used as a verb, "Compost" and "Composting" means the process of controlled aerobic decomposition of organic materials as defined in California Code of Regulations sections 17850 et seq., as it currently exists or is hereafter amended, that produces Stabilized Compost.

2. Construction and Demolition Debris: "Construction and Demolition Debris" means and includes solid wastes, such as building materials; packaging and rubble resulting from construction, remodeling, repair and demolition operations on pavements, houses, commercial buildings, and other structures. Construction refers to SIC Codes 152 through 1794, 1796, and 1799. Demolition refers to SIC Code 1795. (Reference: Title 14 CCR Section 17381(e).)
3. Household Hazardous Waste: "Household Hazardous Waste" means waste which meets the definition of Hazardous Waste, but which is of residential origin and exempt from the Resource Conservation and Recovery Act. Household Hazardous Waste includes "Universal Waste" as that phrase is defined in the California Code of Regulations, Division 4.5, Chapter 23.
4. Materials Recovery Facility: "Materials Recovery Facility" or "MRF" means any and all of the facilities on the WPWMA's Campus where solid waste is received and Processed.
5. MRF Improvements Project: "MRF Improvements Project" means the improvement and expansion of the MRF funded by the Series 2022A bonds issued by the WPWMA in September 2022.
6. Participating Agencies: "Participating Agencies" means the cities of Auburn, Colfax, Lincoln, Rocklin, Roseville, the Town of Loomis and the County of Placer.
7. Processing: "Processing" or to "Process" means the reduction, separation, recovery, conversion or Recycling of solid waste.
8. Recyclable Materials: "Recyclable Materials" means any non-putrescible and nonhazardous materials pulled out of the waste stream, including domestic, commercial or industrial by-products of some potential value which are set aside, handled, packaged or offered for collection in a manner different from other forms of solid waste.
9. Substantial Completion: "Substantial Completion" means the stage of the work for the Facility Expansion when the Facility is operational and has completed any necessary performance of similar testing.
10. Treated Medical Waste: "Treated Medical Waste" means medical waste, as defined in California Health and Safety Code Section 117690, that has been treated in accordance with the provisions of the Medical Waste Management Act, Chapter 8 (commencing with Section 118215), and that is not otherwise hazardous, shall thereafter be considered solid waste as defined in Section 40191 of the Public Resources Code and not medical waste.
11. Treated Wood Waste: "Treated Wood Waste" or "TWW" means wood waste that has been infused with a chemical preservative and the chemical preservative is

registered pursuant to the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. § 136 et seq.) and meets the requirements of 22 CCR 67386.2(a).

12. WPWMA Campus: “WPWMA Campus” means the WPWMA’s Materials Recovery Facility and related structures and areas and the Western Regional Sanitary Landfill and related structures and areas.
13. WRSL: “WRSL” means the WPWMA’s Western Regional Sanitary Landfill and any subsequent expansions or modifications.

--- END OF POLICY ---

**MEMORANDUM  
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS**

DATE: **JUNE 6, 2024**

FROM: **ERIC ODDO**

SUBJECT: **RESOLUTION COMMENDING KEVIN BELL FOR HIS SERVICE TO  
THE WPWMA**

**RECOMMENDED ACTION:**

Adopt Resolution 24-06 commending Kevin Bell for his 5 ½ years of service to the Western Placer Waste Management Authority.

**BACKGROUND:**

Since the WPWMA's inception in 1978, Placer County has provided staffing to the WPWMA including executive management. From January 2019 through 2023, Kevin Bell – also Placer County Public Works Assistant Director – served as the WPWMA's Deputy Executive Director and assumed the role of interim Executive Director upon the retirement of Ken Grehm. With your Board's decision to hire a General Manager to provide executive management to the WPWMA, Placer County will no longer provide executive management services.

During his 5 ½ years with the WPWMA, Kevin was involved with, and integral to, many of the WPWMA's successes including the development and certification of the WPWMA's Renewable Placer Waste Action Plan EIR that establishes the roadmap for the WPWMA's continued operation over the next 50 to 100 years, negotiation of flow commitment agreements with the Member Agencies that were critical to obtaining bonds for the MRF improvements and finalizing the design/build and operations agreements with FCC, negotiating an amendment to FCC's MRF operating agreement that, in part, results in FCC committing to fully meeting the Member Agencies SB1383 organics procurement targets throughout the term of the MRF operating agreement, overseeing and managing a labor study for the WPWMA which helped pave the way for the WPWMA to internalize its executive management functions, and assisting in all facets of the recruitment and hiring logistics of the WPWMA new General Manager.

Throughout his time with the WPWMA, Kevin consistently led with integrity and respect. Regardless of the situation, Kevin would work with all parties to reach a common level of understanding and consensus to tackle many of the region's challenging solid waste issues.

ATTACHMENT: RESOLUTION 24-06

# Before the Board of Directors

## Western Placer Waste Management Authority

In the matter of:

Resolution No. 24-06

### COMMENDATION OF KEVIN BELL FOR HIS SERVICE TO THE WPWMA

The following resolution was duly passed by the Board of Directors of the Western Placer Waste Management Authority at a regular meeting held June 6, 2024.

Signed and approved by me after its passage.

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Chair

---

Clerk of said Board

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**WHEREAS**, Kevin, who serves as the Assistant Director of Placer County Department of Public Works (DPW), also served the Western Placer Waste Management Authority (WPWMA) in an executive management capacity for 5 ½ years; and

**WHEREAS**, Kevin served from January 2019 to December 2023 as the Deputy Executive Director to the WPWMA and from January 2024 to June 2024 as the Interim Executive Director to the WPWMA; and

**WHEREAS**, the WPWMA has elected to transition from utilizing DPW to provide executive management to employing dedicated executive management personnel. As a consequence, Kevin's services to the WPWMA are no longer necessary.

**WHEREAS**, Kevin's involvement was instrumental to many of the WPWMA's successes including certification of an EIR that will allow the WPWMA MRF and Landfill to serve the residents of Placer County and its Cities well into the next century, negotiating long-term flow commitment agreements with each of the WPWMA's Member Agencies, negotiating an agreement to ensure the organics procurement requirements of the Member Agencies are met by the WPWMA at no additional cost to the WPWMA or the Member Agencies, managing a labor study to help define the future staffing needs of the WPWMA, and assisting in the recruitment of dedicated executive management for the WPWMA; and

**WHEREAS**, Kevin led with integrity and respect, working with anyone to find solutions to bring people together and benefit the WPWMA and its Member Agencies, facility contract operators, and the WPWMA's customers.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE WESTERN PLACER WASTE MANAGEMENT AUTHORITY:** that this Board commends Kevin Bell and expresses its sincere appreciation for his valuable and loyal service.