



Bonnie Gore, Placer County, Chair

Bill Halldin, City of Rocklin

John Reedy, City of Lincoln

Shanti Landon, Placer County

Bruce Houdesheldt, City of Roseville

Scott Scholz, General Manager

WESTERN PLACER WASTE MANAGEMENT AUTHORITY

MEETING OF THE BOARD OF DIRECTORS

NOVEMBER 13, 2025 4:30 PM

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

The WPWMA Board of Directors NOVEMBER 13, 2025 meeting will be open to in-person attendance. Meetings will be broadcast live on the WPWMA's YouTube channel <https://www.youtube.com/@wpwma>

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1. Call Meeting to Order
2. Pledge of Allegiance (Director Halldin)
3. Roll Call
4. Statement of Meeting Procedures
5. Closed Session
Government Code §54957(b)(1) – Public Employment
Title: General Manager
6. Public Comment
This is a time when persons may address the Board regarding items not on this Agenda. It is requested that comments be brief, since the Board is not permitted to take any action on items addressed under Public Comment.
7. Announcements & Information
 - a. Report from the General Manager (Scott Scholz) ---
 - b. Financial Reports (Stephen Fink) Pg. 5
 - c. Monthly Tonnage Reports (Will Scheffler) Pg. 7
 - d. Operator Update (FCC) ---
 - e. Facility Projects Update (Ryan Schmidt) Pg. 13
 - f. BioFiltro Presentation (Ryan Schmidt) Pg. 17
 - g. Waste Action Plan Presentation (Stephanie Ulmer) Pg. 19
8. Consent Agenda
 - a. Minutes of the Board Meeting held September 11, 2025 Pg. 21
Approve as submitted.

- b. Quality Scales Unlimited Spending Increase (Will Scheffler) Pg. 25
 - 1. Authorize the General Manager, upon review and approval by WPWMA Counsel, to sign the Fifth Amendment to the Agreement with Quality Scales Unlimited for commercial truck scale repair, cleaning and maintenance for an amount not-to-exceed \$100,000, increasing the total not-to-exceed cost of the Agreement to \$511,110.
 - 2. Determine that the recommended action is categorically exempt pursuant to California Environmental Quality Act Guidelines Section 15301.
- c. PCAPCD NOV Settlement Agreement (Eric Oddo) Pg. 29
 - 1. Authorize the General Manager to sign a settlement agreement with the Placer County Air Pollution Control District resolving Notice of Violation 5953 related to landfill gas surface emissions and component leak exceedances at the Western Regional Sanitary Landfill.
 - 2. Authorize the General Manager, upon review and approval by WPWMA Counsel, to execute an agreement with LoCI Controls for purchase and installation of automated and continuous landfill gas collection system monitoring infrastructure for a cost not to exceed \$55,000.
 - 3. Determine the recommended actions are exempt from further environmental review pursuant to California Environmental Quality Act Guidelines Section 15301.
- d. Golden State/Clean Energy Easement (Scott Scholz) Pg. 45
 - 1. Authorize the General Manager, upon review and approval by WPWMA Counsel, to execute an electrical transmission line easement agreement with Golden State Clean Energy Placer LLC across portions of the WPWMA's western and central properties.
 - 2. Determine that the requested action is exempt on a separate and independent basis, from California Environmental Quality Act review pursuant to CEQA Guidelines Sections 15301 and 15061(b)(3).
- e. Easement Dedication to Placer County (Anelle Cantellano) Pg. 81
 - 1. Adopt Resolution 25-07 authorizing the Executive Director to grant and record highway and multi-purpose easements in favor of Placer County over all real properties of Western Placer Waste Management Authority to accommodate the ultimate expansions of Athens Avenue and Fiddymment Road.
 - 2. Determine the recommended action is exempt from further environmental review pursuant to California Environmental Quality Act Guidelines Section 15268.

- f. Lease of Portion of Western Property (Eric Oddo) Pg. 85
 - 1. Authorize the General Manager to negotiate a lease agreement with Recology Auburn Place for use of a portion of the WPWMA's western property associated with storage and maintenance of solid waste management equipment.
 - 2. If necessary, authorize the General Manager to negotiate and, upon review and approval by WPWMA Counsel, execute an amendment to the lease agreement with Lincoln-Sewer Maintenance District 1 Wastewater Authority for use of a portion of the WPWMA's western property to reflect the proposed use.
 - 3. Determine the recommended action is consistent with the WPWMA's Renewable Placer Waste Action Plan Final Environmental Impact Report.
- 9. Action Items
 - a. WPWMA Employee Personnel Policies (Scott Scholz) Pg. 89
 - 1. Adopt Policy 25-01, Personnel, memorializing the WPWMA's intent to directly hire WPWMA Employees independent of the County of Placer when practical and feasible as determined by the General Manager and approved by the Board of Directors.
 - 2. Approve the WPWMA Personnel Policies document establishing hiring practices and personnel policies applicable to non-County WPWMA Employees hired directly by the WPWMA.
 - 3. Determine that neither of the recommended actions constitute a project pursuant to California Environmental Quality Act Guidelines Section 15378.
 - b. LFG Beneficial Reuse Project Selection (Eric Oddo) Pg. 133
 - 1. Authorize staff to initiate formal contract negotiations with Ameresco, Inc. for development and operation of a facility for the beneficial use of landfill gas produced at the Western Regional Sanitary Landfill.
 - 2. Determine that the recommended action is categorically exempt pursuant to California Environmental Quality Act Guidelines Section 15301.
- 10. Reports from Directors
- 11. Upcoming Agenda Items

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

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

**Year-to-Date
September 2025**

	<u>Annual Budget</u>	<u>Year to Date</u>		<u>Variance</u>	<u>Notes</u>
		<u>Budget</u>	<u>Actuals</u>		
Revenue					
42005:Fair Market Value Adjustment	-	-	-	-	
42010:Investment Income					
Interest / Investment Income	837,480	209,370	283,072	73,702	Placer County Investment Income performing better than budgeted
Interest with Fiscal Agent	290,747	72,687	112,049	39,362	Series A Bond 2022 interest performing better than budgeted
42030:Rents and Concessions	508,130	127,033	76,476	(50,557)	No royalties from Energy 2001 received for September as of yet.
44270:State Aid - Other Programs	3,997,286	-	-	-	No Cal Recycle grant revenue received YTD.
46240:Sanitation Services - Other	28,278	-	-	-	This will posted via a reclass at the end of fiscal year, roads improvements related revenue.
46250:Solid Waste Disposal	50,468,847	12,290,483	12,452,908	162,425	Trending slightly better than budgeted
46360:Other Fees and Charges	-	-	-	-	
48030:Miscellaneous	50,000	12,500	212,281	199,781	Financing fees and liquidated damages assessment against FCC
49040:Gain/Loss on Fixed Asset Disposal	-	-	-	-	
49080:Operating Transfers In	-	-	-	-	
Total Revenue	56,180,768	12,712,072	13,136,785	424,713	
Expenses					
Capital Assets:					
54430:Buildings & Improvements	4,278,954	1,032,601	-	1,032,601	No Charges realized from FCC YTD.
54450:Equipment	1,844,811	461,203	149,999	311,203	1.2 million equipment costs expensed in FY2025. Vehicles only purchased in FY2026.
54470:Infrastructure	2,230,000	200,000	-	200,000	No charges realized YTD.
54480:Land Improvements	1,200,000	350,000	41,546	308,454	Costs predominately related to Module 6 construction and repairs, minimal charges paid YTD.
Operating Expenses:					
51010:Wages and Salaries	3,785,509	946,377	801,385	144,992	Senior Scale house position open, Exec Admin position, and Associate Engineer position unfilled.
52030:Clothing and Personal	7,950	1,988	244	1,743	
52040:Communication Services Expense	7,500	1,875	1,397	478	
52050:Food	1,000	250	1,131	(881)	Drinking water, Lunch and Learn food purchases, BOD food purchases
52060:Household Expense	1,500	375	306	69	
52080:Insurance	837,300	209,325	237,529	(28,204)	Alliant insurance services higher than projected. In addition, vehicle 6 month policy purchased for 6k.
52140:Parts	1,000	250	1,685	(1,435)	
52160:Maintenance	104,508	26,127	21,471	4,656	Timing differences of maintenance needs.
52161:Maintenance - Building	15,000	15,000	-	15,000	No YTD Maintenance
52170:Fuels & Lubricants	30,000	7,500	2,986	4,514	Anticipated projects not yet started, Parking lot grading, west property berms.
52180:Materials - Buildings & Improvements	10,000	2,500	3,011	(511)	
52220:Laboratory Supplies	12,500	3,125	2,355	770	
52240:Professional / Membership Dues	12,000	3,000	2,875	125	
52250:Services and Supplies	3,000	750	-	750	
52260:Misc Expense	200	50	30	20	
52320:Printing	20,000	5,000	20,282	(15,282)	New Scalehouse ticket vendor charging higher than expected. Reverting back to old vendor.
52330:Other Supplies	32,000	8,000	4,143	3,857	
52340:Postage	3,000	750	881	(131)	
52360:Prof. & Special Svcs - General	3,552,546	888,137	447,158	440,978	No SCS bills for Aug and Sept. Gas Extraction and Water Monitoring
52370:Professional and Special Services - Legal	300,000	75,000	20,925	54,076	No Sept bill from BBK. Legal needs trending lower than budget.
52380:Prof. & Special Svcs - Tech., Eng. & Env.					
SC3140 Building Maintenance Installation and Repair Services	25,000	6,250	10,237	(3,987)	3D technology services removal and replacement of 2 flare tower cameras July \$9k
SC3180 MRF Operations	29,847,543	6,554,564	6,338,531	216,033	HHW Disposal fees outstanding with FCC for August and September.
SC3190 Landfill Operations	2,958,654	739,664	439,445	300,219	Landfill tonage trending lower YTD.
SC3320 Environmental and Ecological Services	40,000	10,000	8,966	1,034	Lower than projected Placer County Environmental Utilities staff costs.
SC3322 Hazardous Waste	500	125	-	125	
52390:Prof. & Special Svcs - County	138,000	34,500	-	34,500	Most County special services charges happen mid - late fiscal year. Largest is the ACO for \$100k billed in February.
52400:Prof. & Special Svcs - IT	100,000	25,000	29,843	(4,843)	Placer County IT Core Charges and Countwide Systems billings trending higher than budget.
52440:Rents and Leases - Equipment	100,000	25,000	27,313	(2,313)	Dozer rental, Holt of California. Regrade the surface of landfill for water damage.
52450:Rents and Leases - Buildings & Improvements	100	25	-	25	
52460:Small Tools & Instruments	3,000	750	102	648	
52470:Employee Benefit Systems	20,000	5,000	-	5,000	No County HR ISF charges have posted YTD.
52480:PC Acquisition	50,000	12,500	856	11,644	Minimal PC purchases YTD.
52510:Commissioner's Fees	6,000	1,500	700	800	
52540:Signing & Safety Material	15,000	3,750	38	3,712	
52560:Small Equipment	10,000	2,500	-	2,500	No purchases YTD.
52570:Advertising	506,635	126,659	54,392	72,266	More spending to come later in the year.
52580:Special Department Expense	10,000	2,500	1,956	544	
52781:Employee Engagement Expense	2,500	625	341	284	
52785:Training / Education	15,000	3,750	30	3,720	Training/education to be done later in the year.
52790:Transportation and Travel	30,000	7,500	3,665	3,835	No fleet costs after July 2025, WPWMA purchased vehicles, annual cost should be closer to 10k.
52800:Utilities	160,000	40,000	35,564	4,436	Trending lower than projected YTD, sewer fees are billed annually later in the fiscal year.
52810:Operating Materials	2,000	500	-	500	
53050:Debt Issuance Costs	-	-	-	-	
53060:Bond Interest	4,360,770	-	-	-	No interest paid YTD.
53190:Taxes and Assessments	426,602	106,651	107,289	(638)	APCD assessments and Q1 California Waste Management Fees, trending slightly under budget
53250:Contributions to Other Agencies	287,895	287,895	287,895	-	
53390:Transfer Out A-87 Costs	15,000	3,750	2,180	1,570	
55510:Operating Transfer Out	-	-	-	-	
55561:Interfund/Intrafund Activities Out	-	-	-	-	
59000:Appropriation for Contingencies	-	-	-	-	
Total Expenses	57,540,477	12,240,138	9,110,681	3,129,457	
Net Income/(Loss)	(1,359,708)	471,934	4,026,104	3,554,170	
Additional non Income Statement Transactions:					
Bond Proceeds	5,373,765	1,843,803	-	1,843,803	
Planned use of Reserves	2,850,000	712,500	-	712,500	
Total with Bond Proceeds and Reserves	6,864,057	3,028,237	4,026,104	6,110,473	

Notes:

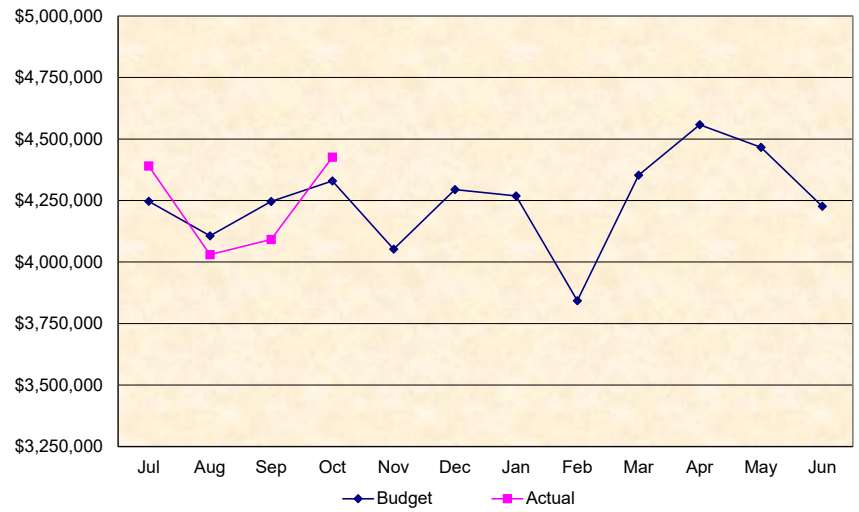
- Budgeted revenues and expenses are prorated equally each month of the fiscal year, whereas actual revenues and expenses reflect those realized as of the date of the report. This may lead to notable reported discrepancies between budgeted and actual amounts.
- Differences in the coding between the budgeted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

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Fiscal Year 2025-2026

Combined Revenue

Month	Budget	Actual	Variance
Jul	\$4,246,987	\$4,390,621	\$143,634
Aug	\$4,106,583	\$4,030,242	(\$76,341)
Sep	\$4,246,501	\$4,091,655	(\$154,846)
Oct	\$4,329,871	\$4,426,425	\$96,554
Nov	\$4,052,986		
Dec	\$4,294,654		
Jan	\$4,268,591		
Feb	\$3,843,061		
Mar	\$4,353,120		
Apr	\$4,558,131		
May	\$4,466,077		
Jun	\$4,226,592		
Totals:	\$50,993,154	\$16,938,943	\$9,001

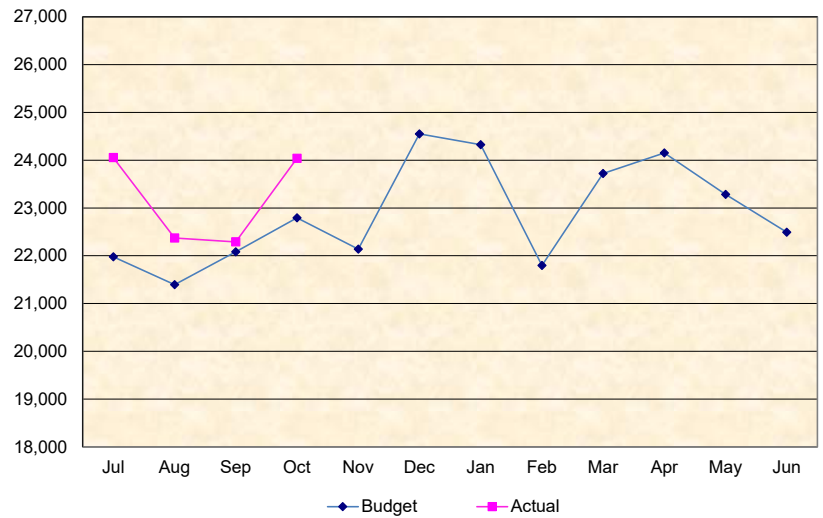


Combined Tipping Fee Revenue Year to Date

Budget	\$16,929,942
Actual:	\$16,938,943
Variance	\$9,001

MSW Tonnage

Month	Budget	Actual	Variance
Jul	21,976	24,053	2,077
Aug	21,395	22,371	975
Sep	22,080	22,289	209
Oct	22,793	24,038	1,244
Nov	22,137		
Dec	24,550		
Jan	24,323		
Feb	21,795		
Mar	23,720		
Apr	24,151		
May	23,282		
Jun	22,492		
Totals:	274,694	92,750	4,505

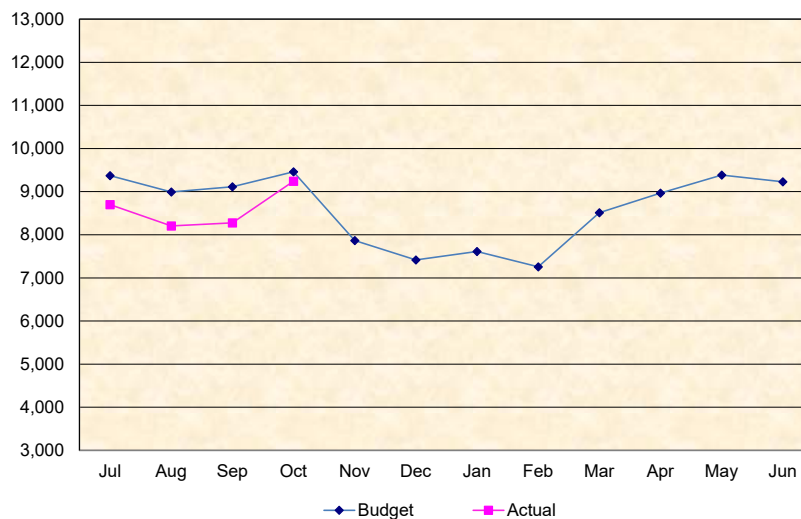


MSW Tonnage Year to Date

Budget:	88,245
Actual:	92,750
Variance	4,505

C&D Tonnage

Month	Budget	Actual	Variance
Jul	9,371	8,701	(670)
Aug	8,992	8,205	(787)
Sep	9,114	8,278	(836)
Oct	9,460	9,242	(218)
Nov	7,865		
Dec	7,418		
Jan	7,611		
Feb	7,258		
Mar	8,511		
Apr	8,967		
May	9,385		
Jun	9,228		
Totals:	103,181	34,427	(2,511)

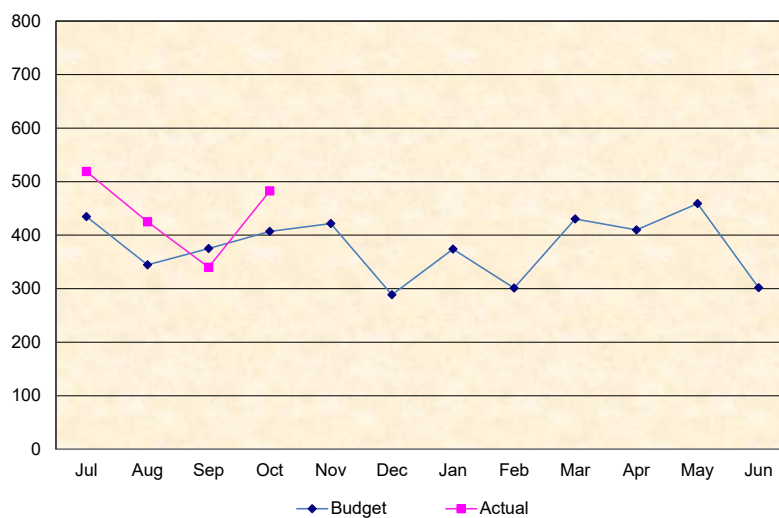


C&D Tonnage Year to Date

Budget:	36,937
Actual:	34,427
Variance	(2,511)

Sludge & Mixed Inerts Tonnage

Month	Budget	Actual	Variance
Jul	435	519	84
Aug	344	425	81
Sep	375	340	(35)
Oct	407	483	76
Nov	422		
Dec	289		
Jan	374		
Feb	301		
Mar	430		
Apr	410		
May	459		
Jun	302		
Totals:	4,547	1,766	205

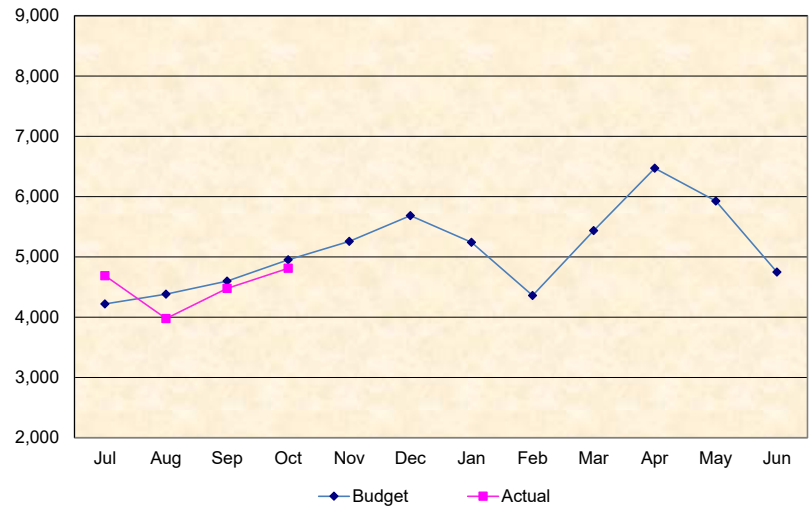


Sludge & Mixed Inerts Tonnage Year to Date

Budget:	1,561
Actual:	1,766
Variance	205

Green Waste Tonnage

Month	Budget	Actual	Variance
Jul	4,219	4,685	466
Aug	4,380	3,976	(404)
Sep	4,598	4,475	(123)
Oct	4,950	4,810	(139)
Nov	5,255		
Dec	5,683		
Jan	5,241		
Feb	4,357		
Mar	5,435		
Apr	6,469		
May	5,924		
Jun	4,747		
Totals:	61,258	17,946	(200)

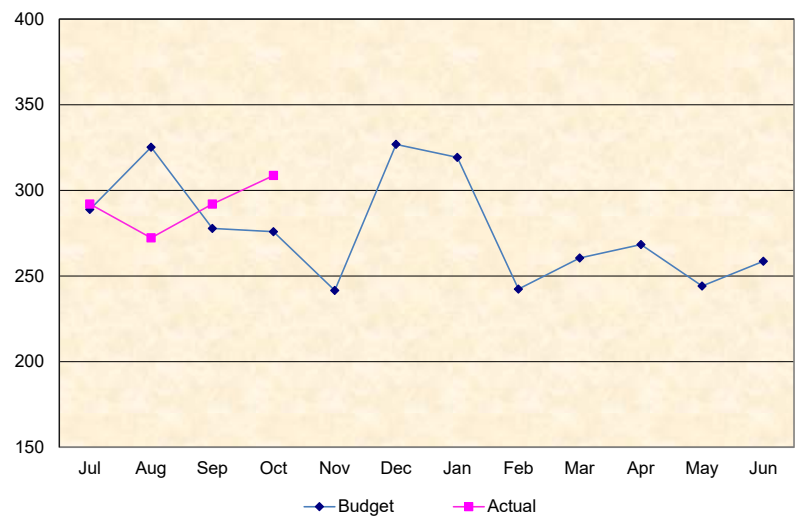


Green Waste Tonnage Year to Date

Budget:	18,146
Actual:	17,946
Variance	(200)

Food Waste Tonnage

Month	Budget	Actual	Variance
Jul	289	292	3
Aug	325	272	(53)
Sep	278	292	14
Oct	276	309	33
Nov	242		
Dec	327		
Jan	319		
Feb	242		
Mar	261		
Apr	268		
May	244		
Jun	259		
Totals:	3,329	1,165	(3)

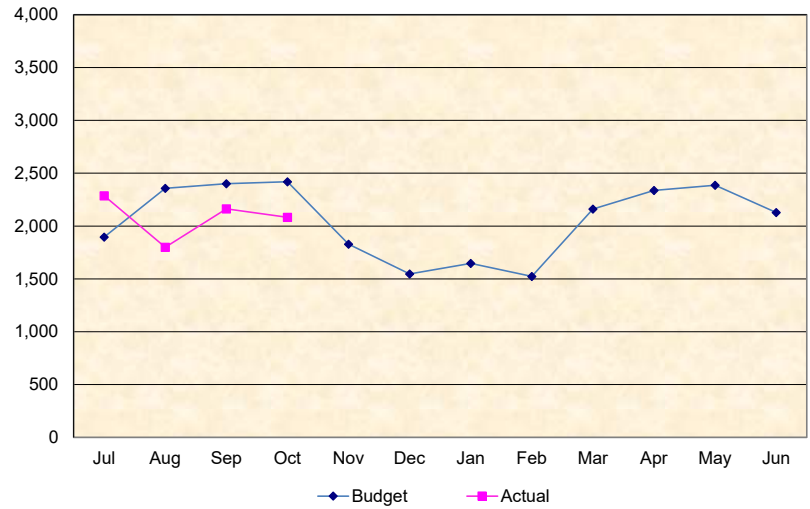


Food Waste Tonnage Year to Date

Budget:	1,168
Actual:	1,165
Variance	(3)

Inerts Tonnage

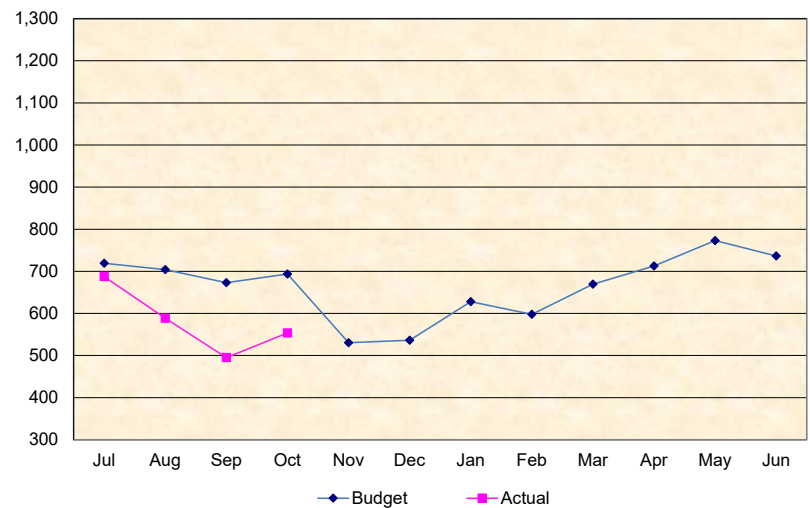
Month	Budget	Actual	Variance
Jul	1,896	2,287	390
Aug	2,358	1,800	(558)
Sep	2,401	2,163	(238)
Oct	2,419	2,083	(337)
Nov	1,828		
Dec	1,546		
Jan	1,648		
Feb	1,524		
Mar	2,160		
Apr	2,338		
May	2,387		
Jun	2,129		
Totals:	24,634	8,332	(742)

**Inerts Tonnage Year to Date**

Budget:	9,074
Actual:	8,332
Variance	(742)

Wood Tonnage

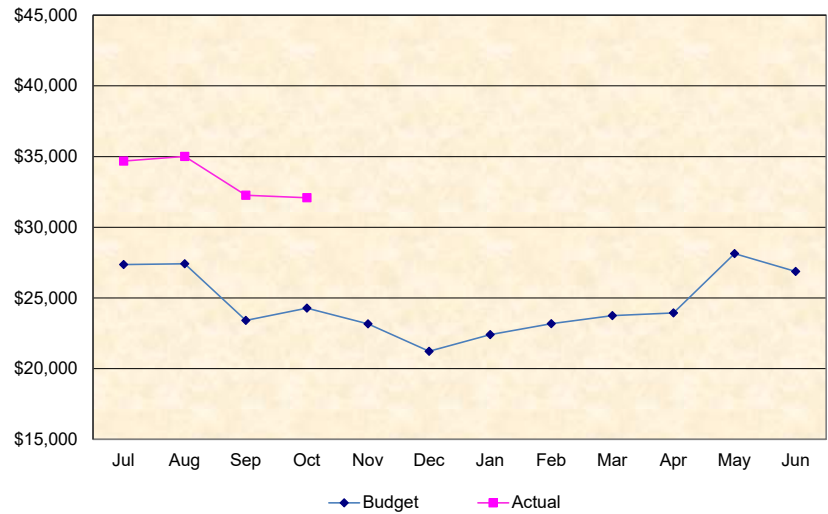
Month	Budget	Actual	Variance
Jul	719	687	(32)
Aug	704	589	(115)
Sep	673	495	(178)
Oct	694	553	(140)
Nov	531		
Dec	536		
Jan	628		
Feb	598		
Mar	669		
Apr	713		
May	773		
Jun	736		
Totals:	7,974	2,325	(465)

**Wood Tonnage Year to Date**

Budget:	2,790
Actual:	2,325
Variance	(465)

Miscellaneous Tipping Fee Revenue

Month	Budget	Actual	Variance
Jul	\$27,357	\$34,678	\$7,321
Aug	\$27,422	\$35,012	\$7,589
Sep	\$23,409	\$32,262	\$8,853
Oct	\$24,286	\$32,087	\$7,801
Nov	\$23,166		
Dec	\$21,230		
Jan	\$22,401		
Feb	\$23,180		
Mar	\$23,745		
Apr	\$23,947		
May	\$28,137		
Jun	\$26,878		
Totals:	\$295,159	\$134,039	\$31,564



Miscellaneous Tipping Fee Revenue Year to Date

Budget:	\$102,475
Actual:	\$134,039
Variance	\$31,564

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

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**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **NOVEMBER 13, 2025**
FROM: **SCOTT SCHOLZ / RYAN SCHMIDT** *RS*
SUBJECT: **ITEM 7D: FACILITY PROJECTS UPDATE**

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.

MRF Improvements

Phase 2 – Maintenance Building and ADA Improvements

The majority of the exterior ADA work has been completed and FCC continues to work on the interior building improvements. FCC's contractor anticipates having all ADA improvements completed by the end of November.

Phase 3A – MRF

FCC is in the process of adding a deluge system to the paper dryers which will offer an additional level of protection against potential fires.

Van Dyk is has completed the electrical portion of work on the paper dryers but the units will not be used until building permits are obtained for the deluge system, and the system is installed and signed off by the fire marshal.

Phase 3B – MSW CASP and Traffic Improvements

Concrete for Phase 3 of the CASP system was poured October 22nd. The Water Board requested a concrete driveway installed between the south compost pads and this work was completed before the Water Board deadline of October 31st.

The old construction and demolition equipment and associated staff trailer were removed November 1st.

Van Dyk continues installation of the Odor Control Equipment though a completion date has not yet been provided.

FCC has not started the scale and scalehouse construction north of the C&D facility. This work was planned to begin within the first two weeks of November.

Certificate of Occupancy

Final Certificates of Occupancy for four of the MRF expansion project permits are subject to the WPWMA granting roadway easements to Placer County along Fiddymont Road and Athens Avenue. Pending approval of the easement dedication proposed for your Board's consideration this evening, the easements can be formally granted to Placer County, allowing all permits to be issued.

Liner Investigation

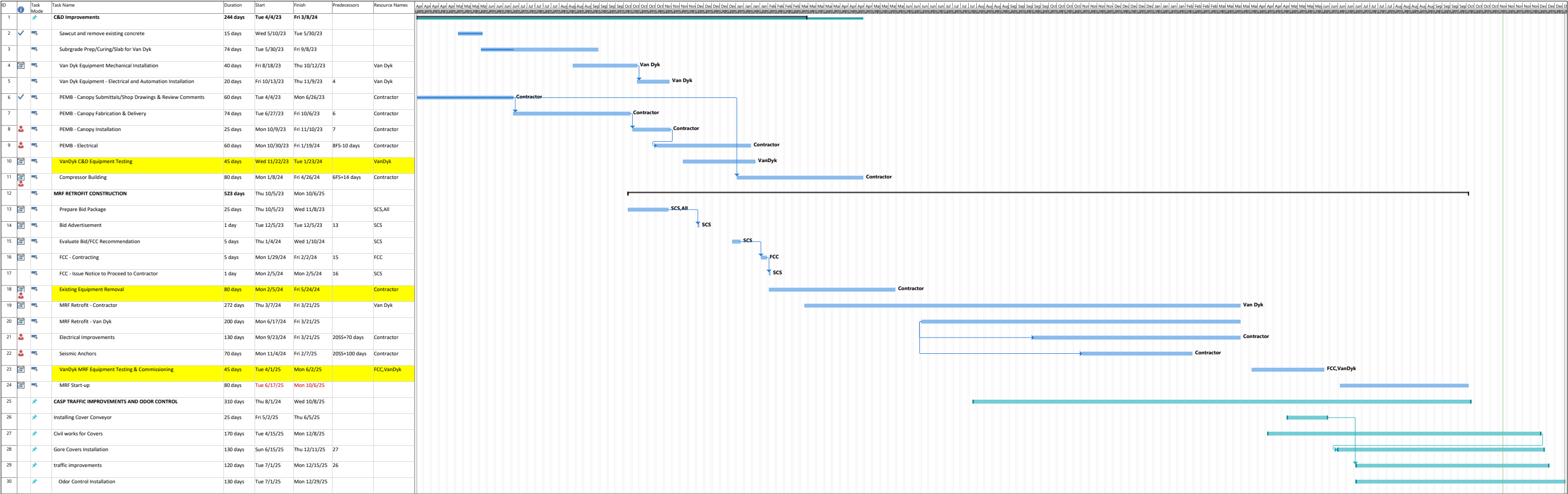
WPWMA staff, in conjunction with the project consultant Geosyntec, completed exploration and investigation of the Module 5/13 Separation Liner. Staff reviewed a draft Repair Plan submitted by Geosyntec and will submit a final Plan to the Water Board for approval. The repairs are expected to be made within two months following Water Board approval.

South Placer Wastewater Authority Compliance Project

There is an informational item/presentation included in this meeting agenda that will present a possible pre-treatment solution. The required final compliance date is October 26, 2026.

Odor Update

Staff continue to note intermittent odors from the compost and water quality ponds and is working with FCC to ensure all standard protocol is followed regarding aeration of all ponds on site. WPWMA staff is evaluating additional aeration infrastructure to target the odor source in the south compost pond and will continue to update the Board.



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**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **NOVEMBER 13, 2025**
FROM: **SCOTT SCHOLZ / RYAN SCHMIDT** *RS*
SUBJECT: **ITEM 7F: BIOFILTRO LANDFILL PRE-TREATMENT PRESENTATION**

RECOMMENDED ACTION:

None. This report is for information purposes only.

BACKGROUND:

In 2023, the South Placer Water Agency (SPWA) noted a number of constituents in the WPWMA's sewer discharge that exceeded permit limits. Due to the nature of these exceedances, the wastewater treatment plant experienced adverse effects on their treatment process. The WPWMA has since worked in conjunction with the City of Roseville and Placer County to achieve total compliance with the Industrial Discharge Permit.

In 2024, WPWMA staff developed a compliance schedule consisting of conducting water treatment pilot studies, study analysis and reporting, and engineering analysis to scale the studies with the goal of achieving permit compliance by October of 2026. Pilot study analysis indicated that BioFiltro's technology stood out as a unique and cost-effective method (in capital expense, maintenance costs, and operational costs) to achieve compliance.

Staff invited BioFiltro to present this solution to your Board this evening. Staff invite your feedback on the information presented and intend to return to your Board with a proposed design/build agreement for the design proposed this evening.

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**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **NOVEMBER 13, 2025**
FROM: **SCOTT SCHOLZ / STEPHANIE ULMER** *SM*
SUBJECT: **ITEM 6G: RENEWABLE PLACER WASTE ACTION PLAN
PRESENTATION**

RECOMMENDED ACTION:

None. This report is for information purposes only.

BACKGROUND:

In June of this year, staff presented an update on the WPWMA's Renewable Placer Waste Action Plan which included an overview of future projects that will be key to advancing the WPWMA's goals of enhancing economic development, investing in innovation, increasing material diversion and domestic reuse, accommodating regional growth, providing a convenient and safe customer experience, maintaining rate stability, and being an asset to neighboring properties and the region.

One of the most critical of these projects consists of preparing the WPWMA's eastern property to establish a local circular economy and attract future tenants. To that end, your Board amended the agreement with Jacobs Engineering in March of this year to include initial development plans including sewer and entrance designs in response to increasing interest in the WPWMA's compatible manufacturing opportunities in that area.

Since then, staff and Jacobs identified the need for long range strategic planning services for the eastern property and staff invited Jacobs to present the opportunities to your Board this evening. Staff invite your feedback on the information presented and intend to return to your Board with a proposed amendment to the Jacobs agreement outlining the services proposed this evening.

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WESTERN PLACER WASTE MANAGEMENT AUTHORITY

Minutes of September 11, 2025

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:

Bonnie Gore
Bill Halldin
John Reedy
Shanti Landon
Bruce Houdesheldt

Staff Present:

Scott Scholz
Eric Oddo
Will Scheffler

Ethan Walsh, BBK
Emily Hoffman

1. Call Meeting to Order: Chair Gore called the meeting to order at 5:32 PM.
2. Pledge of Allegiance: Director Halldin led the Pledge of Allegiance.
3. Roll Call: All Directors were present.
4. Statement of Meeting Procedures: Emily Hoffman read the statement of meeting procedures.
5. Public Comment:
David Long introduced himself and shared about his nonprofit [AMOS].
Daniel Rumsey, FCC Environmental Services, introduced his staff.
Tony Perez, FCC Environmental Services, introduced himself.
6. Closed Session:
Government Code §54956.9(c) – Conference with Legal Counsel. Initiation of litigation: one potential case.
The Chair opened public comment; no comments were received.
Ethan Walsh reported out of Closed Session that there was no reportable action.
7. Announcements & Information
 - a. Report from the General Manager
Scott Scholz provided the following updates:
 - Andrea Rodriguez of FCC was recognized for her work on the WPWMA's facilities improvement project.
 - All material is running through the new equipment.
 - Project construction is nearly finished, with some new composting system improvements remaining.
 - WPWMA received 7 responses to the Landfill Gas Utilization RFP and staff are reviewing the proposals.
 - The WPWMA added new cubicles in the Board Room lobby.
 - The WPWMA purchased three new vehicles and no longer utilizes Placer County's fleet program.
 - FCC is having issues managing material on the MRF and C&D receiving floors, causing delays and issues for haulers. WPWMA operations staff are working with FCC to identify solutions.

- b. Financial Reports: Eric Oddo summarized the report and answered questions from the Board.
 - c. Monthly Tonnage Reports: Will Scheffler summarized the report. There were no questions from the Board.
8. Consent Agenda
- a. Minutes of the Board Meeting held July 10, 2025
Staff recommended the Board approve the minutes as submitted.
 - c. Landfill Remediation (Will Scheffler)
Staff recommended the Board:
 - 1. Authorize the General Manager to approve payment for the rental of a bulldozer used to regrade the Modules 1, 2, 10, and 11 Soil Stockpile and to remediate areas of surface emissions on the landfill for a total delegated spending authority not to exceed \$100,000.
 - 2. Authorize the General Manager to execute an agreement with Selby Soils for hydroseeding services for a total amount not to exceed \$80,000.
 - 3. Determine that the recommended actions exempt from further environmental review pursuant to California Environmental Quality Act Guidelines Section 15301.

The Chair opened public comment; no comments were received.

MOTION TO APPROVE ITEMS 7a & 7c: Halldin/Reedy/Unanimous

- b. Liner Investigation Spending Increase (Ryan Schmidt)

Staff recommended the Board:

- 1. Approve a one-time increase to the General Manager's spending authority to add an additional \$100,000 to the Liner Maintenance Agreement with RJ Gordon Construction.
- 2. Determine that the recommended actions are each not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

Staff answered questions from the Board.

The Chair opened public comment; no comments were received.

MOTION TO APPROVE ITEM 7b: Houdesheldt/Halldin/Unanimous

9. Action Items

- a. MRF Operating Agreement (Eric Oddo)

Staff recommend the Board:

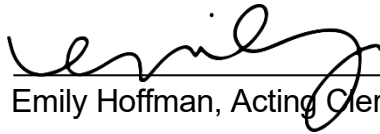
- 1. Provide direction to staff related to FCC's failure to meet the Guaranteed Minimum Recycling Levels for Municipal Solid Waste and Construction and Demolition Debris for FY 2024/25 as required by the MRF Operating Agreement.
- 2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.
- 3. Determine the recommended action is exempt from further environmental review pursuant to California Environmental Quality Act Guidelines Section 15301.

Scott Scholz summarized the report and answered questions from the Board.
The Chair opened public comment; no comments were received.
Director Landon requested a deadline for SB 1383 compliance from FCC.

MOTION TO APPROVE: Houdesheldt/Reedy/Unanimous

9. Reports from Directors: Director Halldin announced Patriot Day in Rocklin on Sunday, September 14 at Johnson Springview Park.
10. Upcoming Agenda Items: Chair Gore requested a special meeting in October for a performance evaluation of the General Manager.
12. Adjournment: Meeting was adjourned at 7:10 PM.

Respectfully Submitted,



Emily Hoffman, Acting Clerk of the Board

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**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **NOVEMBER 13, 2025**
FROM: **SCOTT SCHOLZ / WILL SCHEFFLER** *WS*
SUBJECT: **ITEM 8B: FIFTH AMENDMENT TO THE AGREEMENT WITH QUALITY
SCALES UNLIMITED**

RECOMMENDED ACTION:

1. Authorize the Chair or designee, upon review and approval by WPWMA Counsel, to sign the Fifth Amendment to the Agreement with Quality Scales Unlimited (QSU) for commercial truck scale repair, cleaning and maintenance for an amount not-to-exceed \$100,000, increasing the total not-to-exceed cost of the Agreement to \$511,110.
2. Determine that the recommended action is categorically exempt pursuant to California Environmental Quality Act Guidelines Section 15301.

BACKGROUND:

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

Since 2020, QSU has provided reliable, responsive, competent, and professional scale maintenance, repair, and calibration services to the WPWMA. Considering the important services that QSU provides in maintaining WPWMA's crucial infrastructure, staff recommends extending the Agreement to continue these services.

ENVIRONMENTAL CLEARANCE:

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

FISCAL IMPACT:

The proposed Fifth Amendment would add \$100,000 for a total not-to-exceed contract price of \$511,110. Sufficient funding is available in the FY 2025/26 Final Budget for this service.

STRATEGIC PLAN GOALS:

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

ATTACHMENT: FIFTH AMENDMENT

ADMINISTRATING AGENCY: Western Placer Waste Management Authority

AGREEMENT: _____

DESCRIPTION: Fifth Amendment to the Commercial Truck Scale Repair Agreement

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

RECITALS

1. The WPWMA and Consultant have entered into that certain "Commercial Truck Scale Repair Agreement" as of June 18, 2020, which was later amended by the First Amendment on August 19, 2020, the Second Amendment on August 4, 2021, the Third Amendment on July 28, 2022, and the Fourth Amendment on February 13, 2024 (hereinafter referred to as the "Agreement").
2. Consultant provides quarterly preventative maintenance, calibration, and cleaning services of all scales and scale pits.
3. Consultant has been responsive to WPWMA needs and well prepared with equipment and parts when responding to call outs and effectively minimizing scale downtime. As such, the WPWMA desires to continue on call repair services for a not-to-exceed cost of \$60,000 and to continue quarterly preventative maintenance and cleaning services for another year for a not-to-exceed cost of \$40,000.
4. The WPWMA and Consultant acknowledge that by providing these continued services, the total cost of the Agreement shall increase by One Hundred Thousand Dollars (\$100,000) to a not-to-exceed amount of Five Hundred Eleven Thousand One Hundred Ten Dollars (\$511,110).
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 Fifth 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 Five Hundred Eleven Thousand One Hundred Ten Dollars (\$511,110) without the prior written approval of the WPWMA."
- b. Exhibit B.3 shall be deleted and Exhibit B.4 attached hereto is substituted therefore.

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

Executed as of the day first above stated:

WESTERN PLACER WASTE MANAGEMENT AUTHORITY

By: _____ Date: _____
Bonnie Gore, Chair

QUALITY SCALES UNLIMITED, CONSULTANT

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

Approved as to Form:

By: _____
WPWMA Counsel

EXHIBIT B.4

PAYMENT FOR SERVICES RENDERED

Payment to Consultant will be made by the WPWMA on an hourly basis in accordance with the schedule attached hereto as Exhibit B.4 and subject to the task budgets listed in Table 1, below.

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

Provided the work has been satisfactorily performed, WPWMA will pay invoices within thirty (30) days after approval of the invoice. Consultant shall provide additional information requested by the WPWMA to verify any of the amounts claimed for payment in any invoice. The total amount payable for all services provided under this Agreement shall not exceed Five Hundred Eleven Thousand One Hundred Ten Dollars (\$511,110) over the period of this Agreement; provided, however, upon written request of the Consultant and with written approval of the WPWMA's Executive Director or designee, the WPWMA may adjust the amount to be paid for any task if the WPWMA deems it necessary and appropriate.

Table 1 – Task Budgets

TASK	DESCRIPTION	BUDGET
1	Quarterly Scale Maintenance	\$107,000
2	Repair of Concrete Curbs	\$141,110
3	Repair Call Out or Replacement of Broken Parts	\$251,605
4	Installation of Remote Displays	\$11,395
TOTAL		\$511,110

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

**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **NOVEMBER 13, 2025**
FROM: **SCOTT SCHOLZ / ERIC ODDO** 
SUBJECT: **ITEM 8C: SETTLEMENT AGREEMENT WITH PLACER COUNTY AIR
POLLUTION CONTROL DISTRICT**

RECOMMENDED ACTION:

1. Authorize the General Manager to sign a settlement agreement with the Placer County Air Pollution Control District (PCAPCD) resolving Notice of Violation (NOV) 5953 related to landfill gas (LFG) surface emissions and component leak exceedances at the Western Regional Sanitary Landfill (WRSL).
2. Authorize the General Manager, upon review and approval by WPWMA Counsel, to execute an agreement with LoCI Controls for purchase and installation of automated and continuous landfill gas collection system monitoring infrastructure for a cost not to exceed \$55,000.
3. Determine the recommended actions are exempt from further environmental review pursuant to California Environmental Quality Act Guidelines Section 15301.

BACKGROUND:

The WPWMA has historically contracted with a firm to operate, maintain, and monitor the WRSL's LFG collection and control system (GCCS). The LFG operation and maintenance agreement includes conducting quarterly landfill surface emissions and GCCS component leak monitoring and, if necessary, system adjustment and remediation to demonstrate compliance with applicable federal and state methane emissions regulations.

On August 21, 2024, the WPWMA's previous LFG operator, SCS Field Services (SCS), conducted the Q3 2024 surface emissions and component leak monitoring and reported that the WRSL was in compliance with the applicable methane emissions requirements. On September 4, 2024, representatives of the PCAPCD and California Air Resources Board (CARB) conducted a compliance inspection of the WRSL and identified eleven (11) separate methane emissions exceedances (Exhibit A). The PCAPCD subsequently issued NOV 5953 which included an offer to settle upon payment of \$170,000.

After conferring with WPWMA's General Counsel, staff sought reimbursement from SCS for the full settlement amount given that SCS was contractually obligated to conduct the necessary surface emissions and component leak monitoring at the WRSL on behalf of the WPWMA and make any repairs or system reconfigurations necessary to achieve regulatory compliance. Staff met with SCS to discuss the situation and at that time, SCS was unwilling to accept responsibility for the circumstances that led to the violation or contribute to the settlement agreement payment. SCS's position on this matter contributed to staff's recommendation and your Board's decision at the June 12

meeting not to renew their agreement and instead take the necessary steps to internalize LFG operations.

In subsequent conversations with PCAPCD, staff proposed installing six LoCI Sentry units on the main GCCS lines that will enable the WPWMA to more rapidly and efficiently identify and trace any system disruptions that could lead to reduced gas flows and/or increased surface emissions. The estimated cost to procure and install these units is approximately \$51,000.

After several meetings with staff, PCAPCD revised the proposed settlement agreement (Exhibit B) requiring the installation of the LoCI system noted above, providing quarterly reports related to the LoCI system and the WPWMA's efforts to internalize LFG operations, and remitting payment of \$50,000.

ENVIRONMENTAL CLEARANCE:

Executing a settlement agreement to resolve the NOV and installation of the LoCI hardware are categorically exempt under CEQA Guidelines, Article 19, Section 15301 "Existing Facilities" as the actions represent minor alterations to existing infrastructure that will not result in any additional environmental impacts.

FISCAL IMPACT:

Sufficient funding to cover the cost identified in the proposed Settlement Agreement is available in the FY 2025/26 Budget.

STRATEGIC PLAN/GOALS:

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

GOAL 6 – Establish internal policy and information regional policy.

ATTACHMENT: EXHIBIT A – NOTICE OF VIOLATION 5953
EXHIBIT B – REVISED SETTLEMENT AGREEMENT

NOTICE OF VIOLATION

November 4, 2024

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

Notice of Violation:

Number: 5953
Date(s): September 4, 2024
Location: 3033 Fiddymment Road, Roseville, California

This letter is your notice that the Placer County Air Pollution Control District (District), authorized and established by California Health and Safety Code Section 40002, has made the finding that you are responsible for violations of District rules and regulations and/or state/federal air pollution laws. You can find District rules at <http://www.placerair.org/rules>.

Violation Circumstances:

Component leak and instantaneous surface emission monitoring (SEM) was performed by District and California Air Resources Board staff during compliance inspections of the Western Regional Sanitary Landfill on September 4, 2024. Eleven separate exceedances of the methane instantaneous 500 ppmv limit were measured, which are violations of your Title V Permit WR-001 Condition 2.1.3.2 (40 CFR §60.34f(d)) and California Code of Regulations Section 95464 and 95465 (Methane Emissions from Municipal Solid Waste Landfills):

Time	Landfill Location	Methane Measurement (ppmv)
9:13	M-16W-LS	10,000
9:18	M-16W-LD W	1,900
9:19	M-16WLS	99,600
9:30	Pipe Location A	1,528
9:34	16-VERA-84	1,600
9:40	Pipe Location B	3,351
9:59	16-VERA-80	13,500
10:30	M15-LS (North)	1,500
10:34	M-15-LS (South)	69,800
10:52	13-VERO-39A	1,200
11:03	13-VERA-49	4,486

Your contractor, SCS Engineers, immediately began investigating and making repairs. On September 12, 2024, you provided a letter detailing the corrective actions that were taken, including compacting hydrated bentonite and increasing the vacuum on wells. The measurements reported demonstrated a return to compliance.

Settlement Offer:

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

Accordingly, the District offers to settle this matter pursuant to the conditions listed in the proposed settlement agreement (enclosed), including a monetary penalty of **One Hundred Seventy Thousand Dollars (\$170,000)**. For the eleven violations, you have liability of up to \$25,000 per violation per day pursuant to California Health and Safety Code Section 42402.1(a). The offer is reduced from the maximum of \$275,000 to encourage settlement out of court and in consideration of the severity and circumstances of the violation(s).

If the terms listed in the agreement are acceptable, you are requested to sign and return the enclosed Settlement Agreement, with a check payable to the Placer County Air Pollution Control District in the amount of the penalty, or a receipt showing that you have paid the penalty online at <http://www.placerair.org/onlinepayments>. Payment must be received no later than **December 31, 2024**. Upon receipt of the signed agreement and your payment, you will be provided with a letter acknowledging settlement of this matter.

If this case is not settled by December 31, 2024, then the settlement offer is withdrawn. Cases that are not settled through this mutual settlement process the District will seek resolution through court action.

Contact me, at (530) 308-4871, if there are additional facts or circumstances the District should take into consideration in settling this matter,

Sincerely,

A handwritten signature in blue ink, appearing to read 'Bruce Springsteen', is written over the typed name.

Bruce Springsteen
Compliance and Enforcement Manager

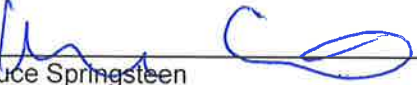
AGREEMENT

Notice of Violation No. 5953

Western Placer Waste Management Authority shall pay a settlement of **One Hundred Seventy Thousand Dollars (\$170,000)**, in lieu of civil penalties determined pursuant to California Health and Safety Code Section 42402 et seq. The total monetary settlement is to be paid no later than **December 31, 2024**.

Return of this agreement is requested by December 31, 2024

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



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

11/14/24

Date

Western Placer Waste Management Authority

Date

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

RETURN THIS AGREEMENT WITH YOUR PAYMENT

AGREEMENT

Notice of Violation No. 5953

Western Placer Waste Management Authority (WPWMA) agrees to the following settlement conditions, in lieu of civil penalties determined pursuant to California Health and Safety Code Section 42402 et seq.:

- Payment of Fifty Thousand Dollars (\$50,000) to the District, to be received by November 30, 2025.
- Purchase, installation, and operation of a LoCI Sentry landfill gas monitoring system, with approximate cost of \$51,000, by February 1, 2026.
- Provide to the District written quarterly status update reports for two years, starting June 1, 2026, with discussion on LoCI system performance and landfill gas collection and control system operational enhancements (including new staff responsibilities and accomplishments, monitoring and maintenance equipment purchase and use, and collection system upgrades and maintenance activities).
- If payment is not received by the deadline date, interest at the legal rate will be assessed, starting on the deadline date and accruing until the date the amount due is paid.

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

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

Date

Alleged Violator
Western Placer Waste Management Authority

Date

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

RETURN THIS AGREEMENT WITH YOUR PAYMENT

LOCI REAL-TIME DATA AND CONTROL SYSTEM FOR LANDFILL GAS COLLECTION

Purchase and Service Agreement

Agreement Date: <u>October 28, 2025</u> <u>LOCI</u> Name: <u>LoCI Controls, Inc.</u> Address: <u>14 Kendrick Road, Suite 2</u> City/State/Zip: <u>Wareham, MA 02571</u> Contact Name: <u>Raynor Roszkowicz</u> Phone No.: <u>(774) 991-4303</u> Email: <u>raynor@locicontrols.com</u>	Agreement No: <u>10282025-WPWMA-WesternRegional</u> <u>COMPANY</u> Name: <u>Western Placer Waste Management Authority</u> Address: <u>3195 Athens Ave</u> City/State/Zip: <u>Lincoln, CA 95648</u> Contact Name: <u>Eric Oddo</u> Phone No.: <u>(916) 543-3984</u> Email: <u>EOddo@placer.ca.gov</u>
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Description of Services:	This LoCI Real-Time Data and Control System for Landfill Gas Collection Purchase and Service Agreement ("Agreement") is made and entered into between Company and LoCI (herein after individually referred to as a "Party" and together as the "Parties"). LoCI shall sell and the Company shall purchase the equipment set forth herein for the Purchase Price set forth herein. In addition to the Purchase Price, Company shall pay any and all taxes related to the sale of the equipment and the provided services as set forth in Section 14 of this Agreement. LoCI or its Representatives shall install and maintain the real-time data and control system for landfill gas collection equipment as configured for the Location's Installation Site as designated in this Agreement (specifically, 6 LoCI Sentries, the "Equipment") and provide the associated services further detailed in Attachment A-Scope of Services (the "Services").		
Installation Site:	Western Regional Sanitary Landfill, 3195 Athens Avenue, Lincoln, CA 95648 (the "Location")		
Landfill Owner:	Western Placer Waste Management Authority		
Installation Date:	Upon execution of this Agreement, LoCI shall commence work to affect the installation of the Equipment and shall be afforded all reasonable and necessary access to the Location in order to complete the installation in a manner reasonably acceptable to LoCI and Company ("Installation").		
Term:	Five (5) years		
Term Start Date:	Date in which Installation is complete	Term End Date:	Five (5) years from the Term Start Date, unless terminated or renewed in accordance with the terms of this Agreement
Attachment(s):	A – Scope of Services		
Pricing Expiration Date:	November 28, 2025	Purchase Price, Technical Maintenance, Shipping, and Installation Fees are subject to change if this Agreement is not executed before the Pricing Expiration Date.	

LoCI Controls
14 Kendrick Road, Suite 2
Wareham, MA 02571

LOCI REAL-TIME DATA AND CONTROL SYSTEM FOR LANDFILL GAS COLLECTION

PURCHASE PRICE					
Item #	Product/Description	Qty of Devices		Device Fee	Total
1	Sentry	6		\$5,750.00	\$34,500.00
2	WellWatcher® License Fee	6		\$2,000.00	\$12,000.00
				Total	\$46,500.00

TECHNICAL MAINTENANCE FEES			
<i>To be invoiced upon completion of the Services</i>			
Item #	Product/Description	Term in Months	Fee
1	Field Representative Site Visit and Labor	60	\$1,000.00 per Day
2	Replacement Part	60	TBD based on replacement part

INSTALLATION FEES					
Item #	Product/Description	Devices	Qty	Fee Per Device	Total
1	Shipping Fees	Ea.	6	---	\$2,340.00
2	Installation Fees	Ea.	6	\$350.00	\$2,100.00
				Total	\$4,440.00

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THE FOLLOWING PAGES SET FORTH ADDITIONAL TERMS

LoCI Controls

14 Kendrick Road, Suite 2
Wareham, MA 02571

LOCI REAL-TIME DATA AND CONTROL SYSTEM FOR LANDFILL GAS COLLECTION

Terms and Conditions

1. **Equipment and Services.** LoCI shall sell and install the Equipment and diligently perform the Services for Company as described in Attachment A – Scope of Services. Notwithstanding the method of Installation of the Equipment at the Location, the Equipment shall not be considered a “fixture” with respect to Company’s assets, and all rights, title, and interest to the Equipment installed at Location shall be retained by LoCI until title shall pass to Company as set forth in Section 4 hereof. Until title shall pass to Company, the Parties shall protect and keep the other Party free and clear from the filing of any liens or encumbrances upon the title to the Equipment, or the assets of the Company. LoCI shall devote such working time as is necessary to the proper Installation of the Equipment as promptly as possible but no later than the Installation Date on Page 1.
2. **Agreement.** This Agreement sets forth the entire agreement between LoCI and Company, and no terms, conditions, understanding, or agreement purporting to modify or vary the terms of this Agreement shall be binding unless hereafter made in writing and signed by LoCI and Company. All documents listed as Attachments on Page 1, shall be incorporated into this Agreement; however, in the event of any conflict between attachments and the terms and conditions of this Agreement, the terms and conditions of this Agreement as expressly stated herein will take precedence.
3. **Term.** Services shall commence on the Term Start Date and shall continue for a period of five (5) years thereafter (“Term”) and shall be renewable on LoCI’s standard terms, conditions, and pricing in effect at that time, for successive one-year terms, by mutual written agreement of the Parties provided no less than thirty (30) days prior to the Term End Date. Either Party may terminate this Agreement during the Term upon the occurrence of a material breach which is not cured by the breaching party after receiving thirty (30) days written notice of such material breach. Written notice of such breach shall set forth a description of the breach and satisfactory performance to cure the breach.
4. **Payment Terms, Title to Equipment, License of Software.** The Purchase Price to be paid by Company to LoCI for the Equipment is set forth on Page 2. Twenty percent (20%) of the total Purchase Price shall be payable upon the signing of this Agreement. The remaining total Purchase Price shall be invoiced upon the shipment of the Equipment, due and payable net, thirty (30) days from the invoice date. All Installation Fees shall be invoiced upon completion of Services and shall be due and payable net, thirty (30) days from the invoice date. Delivery shall be FOB Origin and Shipping Fees, including transportation, freight, delivery, and taxes prepaid and reimbursed to LoCI. All other fees or Services, including Technical Maintenance Fees, incurred by Company in connection with this Agreement, shall be invoiced upon completion of Services and due and payable net, thirty (30) days from the invoice date. Company shall make all payments electronically through Automated Clearing House (“ACH”). Upon execution of this Agreement, LoCI shall provide Company with an ACH enrollment form which Company shall promptly complete and return to LoCI. LoCI reserves the right to increase its pricing under this Agreement. Any such pricing adjustment shall be solely for the purpose of accommodating an increase in LoCI’s costs. In such an event, LoCI shall provide Company thirty (30) days written notice of the new pricing. Title to the Equipment shall remain with LoCI until shipment of the Equipment, at which time title shall pass to Company. All risk of loss shall pass to and be assumed by the Company, and the Company, at its own expense, shall cause the Equipment to be insured against all risk, loss, and damage due to any cause. Title to the software supplied by LoCI shall be used solely with the Equipment, and title to such software shall remain at all times with LoCI and shall in no event pass to the Company; provided that for so long as the Company is not in breach of this Agreement, the Company shall have a non-transferable, non-exclusive right to use the software solely in connection with the Equipment.
5. **Assignment.** Company may assign this Agreement and any of its rights or obligations hereunder, provided that if such assignment results in the relocation of Equipment from its original Installation Site, LoCI may require additional payment for Installation and other Services provided as a result of the relocation. In the event of any assignment, Company shall remain liable after such assignment as a guarantor for any payment obligations incurred under this Agreement before such assignment. LoCI shall not assign this Agreement without the prior written consent of Company (which consent shall not be unreasonably withheld, conditioned, or delayed); provided, however, that LoCI may assign this Agreement without Company’s prior written consent to an affiliate of LoCI or to the successor in interest to LoCI’s business in the event of a merger, consolidation, or sale of all or substantially all of the assets of such business.
6. **Confidential Information.** (a) In its performance of the Services, LoCI and Company may receive or become aware of information, data, or communications of a proprietary nature (“Confidential Information”). LoCI and Company shall protect and maintain the secrecy of the Confidential Information, and not discuss with or disclose to any third party the Confidential

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Information, without the prior written consent of the other Party. LoCI has the right to use the data collected during the Term of this Agreement, for internal or external purposes, so long as no identification of the Company or the Location is made or attributable to the data. LoCI and Company shall make its employees, subcontractors, consultants, agents, officers, directors, investors, and lenders (collectively "Representatives") aware of the obligations hereunder and secure their agreement to the terms hereof. Upon termination of this Agreement, all Confidential Information, with the exception of the data collected, shall be returned to the Party providing such Confidential Information or destroyed, except that this requirement shall not apply to Confidential Information that is retained as part of automatic electronic data backup systems or processes that may be required by law, other regulatory requirements, or internal document retention policies, provided that such Confidential Information remains subject to this Agreement. These obligations of confidentiality shall survive the termination of this Agreement.

- (b) Notwithstanding the foregoing, the obligations in this Section shall not apply to information which is:
- (i) already in the public domain;
 - (ii) disclosed to either Party by a third party with the right to disclose it in good faith; or
 - (iii) specifically exempted in writing from the applicability of this Agreement.

7. **Compliance with Laws and Company Safety Requirements.** LoCI shall require all of its employees, subcontractors, consultants, and agents to comply with all (i) federal, state, and local laws, regulations, rules, ordinances, and orders of any kind which are applicable to LoCI's Installation of the Equipment and performance of the Services and (ii) safety, health, or other administrative requirements, rules, regulations, or procedures adopted by Company. All field personnel that are authorized Representatives of LoCI shall complete LoCI's safety training prior to the performance of any Services hereunder.
8. **Indemnification.** LoCI and Company shall indemnify, hold harmless, and defend the other Party, its affiliates and parent companies, from and against any and all claims, actions, suits, damages, liabilities, costs, and/or expenses (including, without limitation, attorney's fees and expenses of investigation), regardless of whether they arise out of, or result from, third party claims, resulting from (i) personal injury (including, without limitation, death) to any Party (including, without limitation, LoCI, Company, and their employees), or (ii) damage to the property thereof, which are caused by or arise in connection with LoCI's or Company's performance under this Agreement, irrespective of the cause of such injuries or damage, unless caused by either Party's or third parties' gross negligence or willful misconduct or breach of this Agreement. The indemnity obligations in this Section shall survive in all respects the termination of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, each Party hereby releases the other Party from liability for indirect, special, punitive, exemplary, or consequential damages or losses including, but not limited to, damages or losses for lost production, lost revenue, lost product, lost profits, lost business, or business interruptions unless such damages are caused by the gross negligence or willful misconduct of the liable Party.
9. **Independent Contractor.** LoCI shall act as an independent contractor pursuant to this Agreement and nothing herein shall create an agency relationship between Company and LoCI. Furthermore, LoCI understands that it has no authority to make or imply any commitments which are binding upon Company without written consent of Company. None of LoCI's employees or agents shall be considered or in any way represent themselves as being employees of Company or be entitled to any of the benefits supplied by Company to its own employees.
10. **Insurance.** During the Term of this Agreement, LoCI shall keep in force the following minimum insurance coverages on an occurrence basis with insurance companies rated "B+" or better by A.M. Best rating service:

COVERAGES	LIMITS OF LIABILITY
Workers' Comp Employers' Liability Insurance	Statutory Per Occurrence \$1,000,000
Comprehensive General Liability (including Contractual Liability and Completed Operations)	Per Occurrence \$2,000,000 General Aggregate \$2,000,000
Comprehensive Automobile Liability Insurance, including non-owned and hired vehicle coverage	For bodily injury and property damage Per Occurrence \$1,000,000
Comprehensive Excess Umbrella	Per Occurrence \$2,000,000

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The comprehensive general liability insurance shall be specifically endorsed to provide coverage for the contractual liability accepted by LoCI in this Agreement. Said insurance policies shall contain crossliability provisions and shall name Company as additional insured to policies A, B, C, & D above with respect to all activities arising out of the performance of the Services under this Agreement. Prior to commencing performance of the Services, LoCI shall furnish Company certificates of insurance or other evidence satisfactory to Company to the effect that such insurance has been procured and is in force. At least thirty (30) days prior to the expiration of any of the insurance policies required herein, LoCI shall furnish Company certificates of insurance, in accordance with the terms hereof, evidencing the renewal of such insurance for a period equal to at least the earlier of (a) the expiration of the Term of this Agreement and (b) one (1) year from the date of expiration of the then current insurance policies. Such Certificates shall afford Company thirty (30) days written notice of cancellation or of a material change in coverage.

11. **Standard of Performance.** For so long as the Services set forth herein are being provided by LoCI: (a) LoCI warrants that the Services shall be performed in a good and workmanlike manner, consistent with that level of care and skill ordinarily exercised by other reputable contractors under similar circumstances at the time the Services are performed. (b) LoCI further warrants that LoCI will have good title, free and clear of any liens, to any and all materials and supplies provided by LoCI hereunder and such materials and supplies shall be fit for their intended purpose, free from any defects, and conform to the specifications and descriptions set forth herein, if any. In the first year of the Term, LoCI, at its sole expense, shall replace all materials and supplies which fail to conform to the foregoing warranties. Throughout the Term, Company shall be responsible for any and all costs associated with the misuse, loss, or damage to Equipment by Company or a third party.
12. **Governing Law; Arbitration; Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware without regard to its conflict-of-law rules. In the event the Parties are unable to in good faith resolve any dispute or claim arising out of, relating to, or having connection with this Agreement, following a period of ten (10) days after written notice of a dispute to allow for such good faith negotiations between the Parties, such dispute or claim shall be referred to and finally, and exclusively resolved by binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with its General Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such arbitration shall take place in Sacramento, California before a single arbitrator selected in accordance with the procedures of the AAA unless the amount in issue exceeds \$1,500,000, in which case, there shall be a panel of three (3) AAA arbitrators appointed in accord with the AAA rules, each of whom shall be a licensed attorney with not less than fifteen (15) years practice experience. Any arbitration hearing shall commence within 180 days of the filing of the initial demand and conclude within thirty (30) days of the initial hearing date. The arbitrator or applicable panel shall be authorized to limit discovery to the extent necessary to complete the proceedings during the allowed time period. The foregoing agreement to arbitrate shall not limit a Party from pursuing, without pre-filing negotiation, emergency injunctive relief with the AAA under Rule 38 of the General Commercial Rules or in a court of competent subject matter jurisdiction in Sacramento, California.
13. **Environmental Benefits.** Any incremental environmental benefits from the use of the Equipment and the rights and responsibilities of any environmental benefit arising solely from the use of LoCI Equipment shall be subject to separate agreements that LoCI and Company may enter into relating to such benefits.
14. **Permits, Licenses, Taxes.** During the Term of this Agreement, LoCI has and will maintain all licenses and permits required for the performance of the Services. In addition to the Purchase Price, Company agrees to promptly and timely pay taxes (other than federal and state income taxes on the income of LoCI) incurred in connection with the purchase, sale, lease, use, or operation of Equipment during the Term of this Agreement. If LoCI or any other agent of LoCI incurs any such costs or expenses, Company agrees to promptly reimburse LoCI for the same.
15. **Wireless Service.** Company expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and that Company is not a third-party beneficiary of any agreement between LoCI and the underlying carrier.
16. **Severability.** If any term or provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable, the remainder of this Agreement or the application thereof to any circumstance other than that to which it is invalid or unenforceable shall not be affected.

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17. **Notices.** All notices, requests, and other communications under this Agreement must be in writing, and must be mailed by registered or certified mail, postage prepaid and return receipt requested or delivered by hand to the Party listed on Page 1, or sent by fax, or sent by e-mail. Notice shall be given to the Parties at the addresses on Page 1. Either Party may change the individual or location for receipt of notice hereunder by providing written notice to the other Party in the manner described in this Section.

In witness whereof, the Parties accept this Purchase and Service Agreement	
LoCI Controls, Inc.	
_____ (LOCI)	_____ (COMPANY)
By: _____ (Signature) Peter Quigley, CEO and Chairman _____ (Authorized Agent's Typed Name and Title)	By: _____ (Signature) _____ (Authorized Agent's Typed Name and Title)
Date: _____	Date: _____

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THE FOLLOWING PAGES SET FORTH ADDITIONAL TERMS

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ATTACHMENT A **SCOPE OF SERVICES**

LoCI and Company agree to the following Scope of Services to be provided by LoCI at the designated Location, as shown on Page 1.

1. Equipment.
 - a. General Terms. LoCI or its Representatives shall install and maintain the real-time data and control system for landfill gas collection Equipment as configured for the Location as designated on Page 1. Final Equipment configuration may change over time based on optimizing the Location's gas collection process and economics.
 - b. Title to the Equipment. Title to the Equipment shall be retained by LoCI until shipment of the Equipment, at which time, title shall pass to Company. The Equipment shall not be considered a "fixture" with respect to the Company's assets, notwithstanding the method of Installation of the Equipment at the Location.
 - c. Maintenance and Repair. Throughout the Term, LoCI shall perform all technical maintenance and repair of Equipment, upon Company's request. Company shall be responsible for routine maintenance.
2. Schedule and Term. LoCI plans to complete Installation of Equipment as noted on Page 1. The Services LoCI shall provide, as defined in Section 3(a), shall commence on the Term Start Date and continue through the Term End Date, unless terminated in accordance with the Terms and Conditions.
3. Scope of Work. LoCI and Company shall perform the following Services set forth hereunder:
 - a. LoCI's Obligations:
 - i. Software Provided.
 1. LoCI shall provide Company access to LoCI's cloud-connected interface, WellWatcher® platform, that displays current and historical data associated with the wellfield operations as well as actionable insights for landfill teams. WellWatcher® maintains a system standard of greater than 95% availability, however, access to WellWatcher® is dependent on internet connection, cloud web hosting, and availability of cellular communication.
 2. LoCI shall modify WellWatcher® to support site operations on a mutually agreeable basis to include:
 - (a) Output data to an agreeable format for Company connection; and
 - (b) Mutually agreed upon additional modifications. Additional charges may apply for the implementation of such modifications.
 3. LoCI will not be responsible for control of Equipment or Company access to data if communication to/from the Location is disrupted unless such disruption is due to LoCI's Equipment. In such event, restoration of Services will occur as quickly as commercially reasonable.
 - ii. Services Provided.
 1. WellWatcher® Training. During the first year of the Term, LoCI shall train Company on automated tuning of Equipment and strategies to set thresholds and adjust individual wellhead flow to maximize methane energy value and to meet Company's control parameters.
 2. Field Maintenance Training. During the first year of the Term, LoCI shall train Company on how to complete routine maintenance, as described in Section 3(b)(iv).
 3. WellWatcher® Analyst Support. During the first year of the Term, LoCI analysts shall be available to Company to provide remote support, data review, site optimization, and remote troubleshooting, as necessary. Thereafter, Company may elect to continue these

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analyst services, however additional charges may apply. Throughout the term, a 24/7/365 analyst support line will be available to Company.

4. Technical Maintenance and Repairs. LoCI shall provide all technical maintenance and repairs to Equipment upon Company's request, including:

- (a) Shipping of Equipment and replacement parts;
- (b) A site visit by a LoCI field representative for Equipment maintenance and/or repair; and
- (c) Labor for Equipment maintenance and/or repair.

Company, at its sole expense, shall be responsible for all costs associated with technical maintenance and repair.

b. Company's Obligations:

- i. Access to the Location. Company shall provide LoCI with reasonable access to the Location to conduct a site survey prior to Installation and throughout the Term such that LoCI may install and maintain the Equipment. Prior to Installation and throughout the Term, the Location must meet the additional technical specifications outlined in LoCI's Operating Manual. In order to install each Controller, LoCI requires above ground access to the vacuum riser and usable kanaflex hose, clamps, and ferncos. In order to complete installation of the Sentries, LoCI requires access to two (2) sample ports above the ground, one to sample gas and the other to vent gas out. If flow signal is to be relayed from external Company provided flow meters, then a 4-20 milliamp output signal, compliant with the National Electric Code, is to be available in proximity to the Sentry. For gas temperature to be read, LoCI requires a tap to insert the temperature probe. Additionally, the Location must have a LTE signal of at least fair or better (> 86dbm). For any device powered by AC power, Company shall provide an electrical connection, compliant with the National Electric Code, in proximity to the device. If Company is unable to provide such access or sufficient infrastructure to complete Installation, LoCI, after the site survey, shall provide a quote for additional installation expenses. Company may elect LoCI or another party to complete the additional installation services, so long as such services are completed in a commercially reasonable timeframe prior to Installation.
- ii. Well Maintenance. Company shall, at its sole cost, provide maintenance of the wells with installed Equipment to ensure proper functionality of the well. As necessary, maintenance or replacement of the following will be required of Company:
 - a. Manual valve and/or manual valve stem
 - b. Quick connect fittings on the wellhead
 - c. Flexible tubing
 - d. Replacement wellheads
 - e. Headers, jumpers, leachate removal, pumps, etc.
- iii. Device Tuning Automation. For Controller monitoring, Company shall control remote monitoring Equipment and the recording of gas composition including CH₄, CO₂, O₂, Balance Gas (trace and N₂), LFG, and CH₄ flow, LFG temperature, pressure above and below LoCI actuated valve (Pa and Pb) and valve position gathered from each wellhead where the LoCI Equipment has been installed. For Sentry monitoring, Company shall control remote monitoring Equipment and recording of pressure, temperature, gas composition including CH₄ percentage, external mechanical flow meter flow, O₂, CO₂, and Balance Gas. Company shall adjust individual wellhead flow to maintain the desired data control parameters.
- iv. Routine Maintenance. Company shall be responsible to perform the following routine maintenance:

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- a. Changing LoCI's system modules;
- b. Replacing calibration gas bottles;
- c. Re-affixing solar panels or cables; and
- d. Uninstalling and relocating measurement devices on new collection points.
- v. **Reporting.** Company will be responsible for all reporting required by the United States Environmental Protection Agency (EPA) and/or other relevant regulatory bodies related to monitoring of specific wellheads. Installation of Equipment will not interfere with Company's ability to take measurements at all wellheads for compliance purposes.
- c. **Responsibilities.** Parties to this Agreement will divide responsibilities as follows:

All reporting to EPA or other regulatory bodies	Company
All required wellhead compliance measurements	Company
Maintenance of wellfield	Company
Routine maintenance	Company
Control of LoCI measurement device tuning automation	Company
Technical maintenance and repair	LoCI

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**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **NOVEMBER 13, 2025**
FROM: **SCOTT SCHOLZ**
SUBJECT: **ITEM 8D: EASEMENT AGREEMENT WITH GSCE**

RECOMMENDED ACTION:

1. Authorize the General Manager, upon review and approval by WPWMA Counsel, to execute an electrical transmission line easement agreement with Golden State Clean Energy Placer LLC (GSCE) across portions of the WPWMA's western and central properties.
2. Determine that the requested action is exempt on a separate and independent basis, from California Environmental Quality Act review pursuant to CEQA Guidelines Sections 15301 and 15061(b)(3).

BACKGROUND:

In July 2024, GSCE approached the WPWMA requesting an easement for a proposed transmission line as part of a planned photovoltaic solar energy project with the City of Roseville located on property immediately to the west of the WPWMA's facility.

Over the past several months, staff and GSCE representatives have negotiated the details of the proposed transmission easement. The proposed 40-foot wide easement would run along the WPWMA's western and central properties immediately south of, and adjacent to, the existing PG&E high voltage transmission line easement.

As part of the proposed agreement, GSCE will have up to three years to perform the necessary environmental studies and finalize transmission design and construction. Should these milestones not be met, the agreement will automatically terminate. During this initial phase, GSCE will remit an annual rent payment to the WPWMA; upon completion of construction and start of operations, GSCE will remit a one-time payment to the WPWMA based on the actual and final size of the transmission easement across the WPWMA's properties.

Staff have reviewed the proposed transmission easement location and determined that granting the easement will not have an adverse impact on the WPWMA's future uses of its western property. Furthermore, GSCE informed staff that it has conferred with representatives of Sierra College and the parties agree the proposed easement will not adversely impact Sierra College's plans to site a regional public safety training center on the southern portion of the western property consistent with the agreement approved by your Board at the February 13, 2025 meeting.

ENVIRONMENTAL CLEARANCE:

Approving the proposed transmission line easement is exempt from environmental California Environmental Quality Act (CEQA) review under CEQA Guidelines Section 15301. This section provides an exemption for activities where there is negligible or no expansion of existing or former use.

On a separate and independent basis, the proposed action is also exempt from CEQA review under CEQA Guidelines Section 15061(b)(3) as CEQA applies only to projects which have the potential for causing a significant effect on the environment. As the proposed action authorizes only the granting of a transmission line easement and that GSCE will be required to conduct its own independent environmental assessment, it can be seen with certainty that the proposed action will, in and of itself, have no significant effect on the environment.

FISCAL IMPACT:

Upon execution of the proposed agreement, GSCE will be obligated to pay WPWMA an annual rent of \$5,000. Upon completion of the transmission line construction and start of operations, GSCE will make a one-time payment to the WPWMA equal to \$22,000 per acre for the actual surveyed and recorded size of the easement. After such payment, GSCE will no longer be obligated to the WPWMA a rental payment.

Assuming it takes two years before construction is complete and that the total easement area is approximately 4.25 acres in size, approval of this agreement will result in additional revenues to the WPWMA of \$42,500.

STRATEGIC PLAN/GOALS:

GOAL 2 – Enhance economic development and investment in innovation.

ATTACHMENT: TRANSMISSION EASEMENT AGREEMENT

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (this “**Agreement**”) is made as of October ___, 2025 (“**Effective Date**”) between Western Placer Waste Management Authority, who acquired title as Western Regional Sanitary Landfill Authority, as to Parcels 1 and 2; and Western Placer Waste Management Authority, as to Parcels 3 and 4 (individually and collectively, “**Grantor**”), and GSCE Placer, LLC, a Delaware limited liability company (“**Grantee**”). Grantor and Grantee are referred to individually herein as “**Party**” and are collectively referred to herein as “**Parties**.”

RECITALS

A. Grantor is the owner of certain real property located in Placer County in the State of California more particularly described in Exhibit A attached hereto (the “**Premises**”).

B. The Premises is encumbered by an easement granted in favor of Pacific Gas & Electric Company (“**PG&E**”) as more particularly described in Exhibit B attached hereto (the “**PG&E Easement**”).

C. Grantee is exploring the possibility of developing, owning and operating a commercial solar energy generation and storage facility on real property owned by a third party located near the Premises (“**Project**”).

D. Grantee desires to obtain a transmission easement and other rights, with respect to the Premises for Transmission Facilities (as defined below) pertinent for the Project, and Grantor desires to grant such easements and other rights, with respect to the Premises, as more fully described below in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations of the Parties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I. Easement

Section 1.1 Grant of Easements.

(a) Grant of Transmission Easement. Upon the Commencement Date and subject to Grantee obtaining PG&E Consent (as defined below), Grantor hereby grants to Grantee a perpetual easement in gross as more particularly described on Exhibit B attached hereto and incorporated herein (“**Easement Area**”) as follows:

(i) on, along, over, across and through the surface for the Permitted Use (as defined below) and in and under the surface to a depth of up to ten (10) feet for the Permitted Use (“**Exclusive Easement**”), and

(ii) in, on, along, over, across and through that portion of the Premises for ingress and egress to the Transmission Facilities in connection with the Permitted Use (“**Non-exclusive Easement**”; and together with the Exclusive Easement, the (“**Transmission Easement**”).

(b) Permitted Use; Transmission Facilities. From and after the Commencement Date (defined below), Grantee shall have the right to use the Easement Area for development, installation, construction, reconstruction, operation, use, maintenance, repair, improvement, replacement, relocation, and removal of the Transmission Facilities in connection with the Project (“**Permitted Use**”), and for no other purpose. “**Transmission Facilities**” mean (i) electrical wires and cables required for the gathering and transmission of electrical energy and/or for communication purposes, which may be placed above ground or underground, and interconnection or switching facilities from which Grantee may interconnect to a utility or third-party transmission system, and (ii) any other improvements, facilities, machinery and equipment that Grantee reasonably determines are necessary, useful or appropriate for Grantee’s development, construction, or operation of the items described in clause (i).

(c) Design Cooperation. During the Pre-Commencement Period (as defined below), Grantee shall submit to Grantor its site development plan and the proposed location of the Transmission Facilities and any access routes to be located within the Easement Area prior to construction for Grantor’s written approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

(d) Surveys. Following completion of construction of the Transmission Facilities, Grantee shall have an as-built survey prepared identifying the location of the constructed Transmission Facilities (the “**As-Built Survey**”), which As-Built Survey shall include a depiction of an easement corridor (i) 25 feet in width and located within the PG&E Easement Area; and (ii) 40 feet in width and located parallel and adjacent to the PG&E Easement Area (the “**Surveyed Easement Area**”). Upon the delivery of the As-Built Survey to Grantor, the Easement Area under this Agreement shall automatically be modified to match the Surveyed Easement Area, and Exhibit B to this Agreement shall automatically be modified to reflect the Surveyed Easement Area. Upon the request of either Party, the Parties shall promptly execute an amendment to this Agreement to evidence the updated description of the Easement Area and record such amendment in the public land records of the county in which the Premises is located.

(e) Temporary Easement. In addition to the rights set forth in Section 1(a), and subject to the cooperation of the Parties set forth in Section 1(c), following the Commencement Date of the Transmission Easement, Grantor hereby grants to Grantee a temporary, non-exclusive access easement over and across the Premises outside the Easement Area, in areas designated by the Parties from time to time, for use during construction or any other Permitted Use (related to the Transmission Facilities (“**Temporary Easement**”; and together with the Transmission Easement, the “Easement”) (the Temporary Easements and the Transmission Easement are collectively referred to herein as the “**Easements**”). Grantee shall minimize surface disturbance on the portion of the Premises lying outside the Easement Area, in part by using existing roads where possible.

(f) Grantor Existing and Future Facilities. Grantee shall use good engineering practices to design, engineer and construct the Transmission Facilities and shall construct such facilities in a manner which avoid damage to Grantor’s existing infrastructure on or under the Premises (the “**Grantor Existing Facilities**”). Subject to Section 1.1(h), Grantor shall have the right after the Effective Date, to construct new above ground or underground infrastructure, maintain, repair, replace, or use improvements, utilities, roads, landscaping, agricultural uses, or other facilities within the Easement Area (“**Grantor Future Facilities**” and together with the Grantor Existing

Facilities, the “**Grantor Facilities**”). Grantor shall provide Grantee with any anticipated designs for Grantor Future Facilities and Grantee shall use good engineering practices to design, engineer and construct any future Transmission Facilities to avoid damage to Grantor’s Future Facilities. Grantee shall repair any damage to the Grantor Facilities arising from or relating to Grantee’s activities on the Premises. Grantee’s repairs to any Grantor Facilities shall preserve and restore the function of the Grantor Facilities as they existed prior to Grantee’s activities on the Premises.

(g) Grantor’s Reservation of Rights. Except as expressly granted herein, Grantor reserves all rights, title, and interest in and to the Easement Area, including without limitation the right to use, occupy, and enjoy the Easement Area for any and all purposes which do not unreasonably interfere with Grantee’s rights expressly set forth in this Agreement; including, without limitation the right to grant additional easements, licenses, or rights of way over or across the Non-exclusive Easement area provided such grants do not materially and unreasonably interfere with Grantee’s rights expressly set forth in this Agreement.

(h) Improvements in the Easement Area. Without Grantee’s prior written consent, which shall not be unreasonably withheld, conditioned, or delayed, Grantor shall not place, install or plant any trees, permanent crops, or build any structures, fences, or other improvements within the Easement Area after the Effective Date to the extent such impedes or unreasonably interferes with Grantee’s use of the Easement Area, including the transmission or collection of electrical energy, except as provided in Exhibit C.

(i) Exclusivity. Solely with respect to the Exclusive Easement, the term “exclusive” shall be deemed to refer to Grantor’s agreement not to permit any Person (as defined below) other than Grantee, and Grantee’s Representatives, successors and assigns, to use the Easement Area, without the written consent of Grantee. “**Person**” means an association, a corporation, an individual, a partnership, a limited liability company, a governmental entity, a trust or any other entity or organization, or division of the foregoing, and successors (by merger or otherwise) of each respective entity. “**Representative**” or “**Representatives**” means, for any specified Party, such Party’s members, partners, shareholders, managers, directors, officers, managers, agents, employees, contractors, attorneys, guests, invitees, lenders, investors, trustees, executors, administrators, beneficiaries, brokers, Affiliates, predecessors, and permitted successors and assigns, representatives, insurers, assignees, agents and all Persons acting by, through or in any way on behalf of them.

Section 1.2 No Obligation to Construct or Operate Transmission Facilities.

Nothing contained in this Agreement shall be construed as requiring Grantee to construct or operate the Project or the Transmission Facilities or continue the operation of any portion thereof if it is so constructed.

Section 1.3 PG&E Consent.

Promptly following the Effective Date, Grantee (with reasonable cooperation from Grantor, at Grantee’s sole cost and expense) shall seek the written consent of PG&E (“**PG&E Consent**”) for the portion of the Easement that fully or partially overlaps with the PG&E Easement, in a form reasonably acceptable to the Parties and PG&E. Grantee shall use

commercially reasonable efforts to obtain the PG&E Consent within twelve (12) months of the Effective Date. To the extent applicable, Grantor agrees to reasonably cooperate (at Grantee's sole cost and expense) and deliver any documentation between PG&E and Grantee reasonably required in connection with the PG&E Consent.

Section 1.4 Commencement Notice.

Provided Grantee is not then in default of this Agreement and the PG&E Consent has been obtained, during the Pre-Commencement Period, Grantee may deliver a written notice to Grantor which specifies the Commencement Date (as defined below) with respect to the Easements ("**Commencement Notice**"), which date shall not be later than sixty (60) days following the date the Commencement Notice is received by Grantor or on such other date as is mutually agreed between the Parties, provided, however, in no event shall the Commencement Date take place after the Outside Commencement Date (defined below).

Section 1.5 Due Diligence.

(a) Grantee Due Diligence. Grantee shall have from the Effective Date until 5:00 p.m. Pacific Time on the last day of the Pre-Commencement Period to complete its due diligence investigation of the Easement Area and confirm, in Grantee's sole and absolute discretion, whether Grantee believes it may be possible to feasibly and economically develop and use the Easement in accordance with Grantee's plans. Grantee shall be permitted to make a complete review and inspection of the physical, legal, economic and environmental condition of the Easement Area during the Pre-Commencement Period.

(b) Grantee Access. During the Pre-Commencement Period, Grantee and its Representatives shall have reasonable access to the Easement Area for purposes of Grantee's due diligence investigation of the Easement Area. Prior to any entry onto or inspection of the Easement Area, Grantee shall provide no less than forty-eight (48) hours' advance notice to Grantor of its intention to enter the Easement Area. Grantor shall have the right to have its Representatives present during any physical visits to or inspections of the Easement Area. Such right of entry shall include the right to undertake a Phase I environmental assessment ("**Phase I**"), provided, however, Grantee shall not be permitted to undertake a Phase II environmental assessment ("**Phase II**") without Grantor's prior written consent, which consent may be withheld in Grantor's sole and absolute discretion. Prior to undertaking such a Phase II, Grantee must: (1) deliver written notice to Grantor of Grantee's need to undertake a Phase II ("**Phase II Notice**"), which Phase II Notice shall include a copy of the relevant Phase I and the proposed Phase II scope of work, and (2) (A) within ten (10) days of Grantor's receipt of such Phase II Notice, the Parties shall meet and confer to discuss the results of Grantee's Phase I and the Phase II scope of work proposed to be completed, and (B) within ten (10) business days of such meeting, Grantor shall notify Grantee ("**Grantor Election Notice**") whether Grantor (i) consents to Grantor's Phase II scope of work as agreed by the Parties and authorizes Grantee to proceed with Grantee's Phase II, at Grantee's sole cost and expense; (ii) elects, at its sole discretion, to undertake Grantor's own Phase II investigation, and if necessary, cause certain actions to be taken to remediate any Recognized Environmental Conditions ("**RECs**") discovered by Grantor's Phase II, at Grantee's sole cost and expense; (iii) or elects, at its sole and absolute discretion, to terminate this Agreement and in the case of such termination, Grantor and Grantee shall have no further obligations hereunder except for such

obligations which expressly survive. Grantor's failure to deliver Grantor's Election Notice within the time period specified herein shall be deemed Grantor's denial of consent to Grantee's Phase II and election to terminate this Agreement. All environmental site assessments obtained by Grantee pertaining to its inspection of the Premises, including the Easement Area, shall be maintained in confidence by the Parties, except to the extent necessary to submit such environmental site assessments to obtain any governmental approvals, permits or entitlements for the Transmission Easement.

(c) Grantee Conduct. In exercising its rights under this Section 1.5, Grantee shall (i) conduct its due diligence in a manner which shall not adversely impact Grantor's or any third party's rights to the Easement Area and coordinate the location of any inspections with Grantor in order to limit the impact of such inspections to the Easement Area and Grantor's or any third party's existing operations (ii) comply with any and all applicable laws and shall not engage in any activities which would violate any permit, license or law, (iii) return the Easement Area to substantially the condition in which the same was found before any such entry upon the Easement Area or inspection or examination was undertaken; provided however that if Grantee delivers the Commencement Notice pursuant to this Agreement, no such restoration shall be required, (iv) conduct due diligence at its sole cost and expense, and (v) Grantee shall indemnify, defend, and hold harmless Grantor, its officers, directors, members, managers, constituent agencies, agents, employees, successors, and assigns (collectively, the "**Grantor Parties**") from and against any and all claims, demands, causes of action, liabilities, losses, damages, costs, and expenses (including, without limitation, attorneys' fees and court costs) arising out of or relating to the entry upon or use of the Easement Area by Grantee, its contractors, consultants, agents, employees, invitees, or any other party acting by, through, or on behalf of Grantee for the purpose of conducting due diligence activities, including without limitation any personal injury, death, property damage, liens, or violation of law resulting therefrom. The obligations of Grantee under this Section shall survive the expiration or earlier termination of this Easement. During the Agreement Term, Grantee shall repair or reimburse Grantor for any damage Grantee caused to the Premises or any personal property owned by Grantor.

ARTICLE II. Term and Termination

Section 2.1 Term.

Unless earlier terminated, the term of this Agreement (the "**Term**") shall begin on the Effective Date and shall continue until the later of (a) if Grantee has not delivered a Commencement Notice, the end of the Pre-Commencement Period (as defined below) or (b) if Grantee has delivered a Commencement Notice, in perpetuity from the Commencement Date (as defined below). "**Commencement Date**" means the date set forth in Commencement Notice, but in no event shall the Commencement Date occur after the third (3rd) anniversary of the Effective Date. "**Pre-Commencement Period**" means the period commencing on the Effective Date and ending upon the earlier of either (i) the Commencement Date or (ii) the third (3rd) anniversary of the Effective Date ("**Outside Commencement Date**").

Section 2.2 Termination of Agreement.

The occurrence of any of the following events shall terminate this Agreement:

- (a) The written agreement of the Parties to terminate this Agreement;
- (b) Failure to obtain the PG&E Consent during the Pre-Commencement Period;
- (c) If Grantee has not delivered the Commencement Notice or terminated its rights on or before 5:00 p.m. Pacific Time on the last day of the Pre-Commencement Period, then this Agreement shall automatically terminate unless otherwise agreed by the Parties.
- (d) Subject to the terms of Article VI, Grantor elects to terminate this Agreement after failure by Grantee to make payments required hereunder continues for forty-five (45) days after written notice from Grantor; or
- (e) Grantee provides Grantor with forty-five (45) days prior written notice of its decision to terminate this Agreement and provides Grantor with an instrument executed by Grantee in recordable form reflecting the termination and Grantee's release of its interest in the Premises.

In the event this Agreement is terminated, Grantee shall (at Grantee's sole cost and expense) cause to be prepared and recorded a quitclaim of the Easements.

Section 2.3 Ownership of Transmission Facilities.

(a) Not Fixtures. The Parties agree that the Transmission Facilities and any other improvements constructed by or for Grantee in the Easement Area are hereby severed by agreement and intention of the Parties and shall remain severed from the Premises, and shall be considered with respect to the interests of the Parties as the property of Grantee or a Grantee Financing Party (as defined below) designated by Grantee, and, even though attached or affixed to or installed upon the Premises, shall not be considered to be fixtures or a part of the Premises and shall not be or become subject to the lien of any mortgage or deed of trust heretofore or hereafter placed on the Premises by Grantor.

(b) Waiver. Grantor waives any rights it may have under applicable law, arising under this Agreement, or otherwise, to any lien upon, or any right to distress or attachment upon, or any other interest in, any item constituting part of the Transmission Facilities or any other equipment or other improvements and consents to the filing by Grantee, on behalf of Grantor, of a disclaimer of the Transmission Facilities as fixtures of the Premises in the official records of the county where the Premises is located. The Parties further agree that all Environmental Attributes (defined below) and Incentives (defined below) belong solely to Grantee and shall remain the personal property of Grantee and shall not attach to or be deemed a part of, or fixture to, the Premises. **"Environmental Attributes"** include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, or Green-e products. **"Incentives"** include any accelerated depreciation, installation or production-based incentives, investment tax credits and subsidies or any other federal, state or local tax benefits, credits, subsidies or enhancements related to the Permitted Use. Grantor shall not be entitled to any payments, revenue or any other or tangible or intangible benefits accrued by or from the Facilities, including Environmental Attributes, Incentives, renewable energy credits, environmental credits or tax credits.

(c) Personal Property. The Grantor Facilities shall at all times retain the legal status of personal property as defined under Division 9 of the California Commercial Code and California Civil Code Section 663.

(d) Compliance with Law. Throughout the Term, Grantee shall maintain the Transmission Facilities in accordance with applicable law and prudent industry practices.

ARTICLE III. Easement Payment

Section 3.1 Payment Prior to Commencement Date.

Within sixty (60) days after the Effective Date, and continuing until the Commencement Date (if applicable), Grantee shall pay Grantor an annual payment of Five Thousand Dollars (\$5,000) (“**Pre-Commencement Rent**”). Thereafter, each subsequent annual payment of the Pre-Commencement Rent shall be due within thirty (30) days following the applicable anniversary of the Effective Date. No additional rent shall be payable prior to the Commencement Date. If Grantee terminates this Agreement, Grantee shall only be obligated to pay Grantor any amounts due and owing prior to the date of such termination. If Grantee terminates this Agreement prior to the date upon which any payments would be due and owing, then no such payment shall be due or owing to Grantor.

Section 3.2 Easement Fee.

Upon the Commencement Date (if applicable), in consideration of the Easements and the other rights granted by Grantor to Grantee under this Agreement, Grantee shall pay Grantor a one-time payment of Twenty-Two Thousand Dollars (\$22,000) per net acre of the Easement Area (“**Easement Fee**”).

Section 3.3 IRS Form W-9

Grantee shall have no obligation to make any payment to Grantor otherwise required under this Agreement until Grantor has submitted to Grantee a completed Internal Revenue Service Form W-9.

Section 3.4 Taxes, Assessments and Utilities.

(a) Grantor. Grantor shall pay, when due, all real property taxes and assessments levied against the Premises and all personal property taxes and assessments levied against any Grantor Facilities. If Grantor fails to pay any such taxes or assessments when due, Grantee may, at its option, pay those taxes and assessments and any accrued interest and penalties, and deduct the amount of its payment otherwise due to Grantor from Grantee or otherwise pursue remedies for repayment.

(b) Grantee. Grantee shall pay, when due, all taxes and assessments levied against Grantee’s interest in this Agreement or the Transmission Facilities. If real property taxes assessed against the Premises increase as a result of the installation of the Transmission Facilities on the Premises, including any reclassification of the Premises, Grantee shall pay Grantor an amount equal to such increase no later than ten (10) days prior to the date each year when the applicable

real property taxes are due, provided that Grantor provides Grantee, no fewer than forty-five (45) days prior to the date when such real property taxes are due, copies of the applicable current and past tax statements for the Premises and any related information demonstrating installation of the Transmission Facilities caused such increase in real property taxes.

(c) Contest. Either Party (or where required or requested by Grantee, Grantor, on behalf of Grantee) may on its own behalf (or, in the case of Grantee, on behalf of Grantor) contest the assessed value of the legal validity and amount of any taxes for which it is responsible under this Agreement, and may institute such proceedings as it considers reasonable or necessary, at its own expense. The non-contesting Party shall provide to the contesting Party all reasonable assistance in contesting the validity or amount of any such taxes, including joining in the signing of any reasonable protests or pleading that the contesting Party may deem advisable to file, but at no cost or expense to the non-contesting Party.

ARTICLE IV. As-Is and Covenants

Section 4.1 As-Is Acknowledgement.

(a) Grantee represents that Grantee is a sophisticated owner and operator of real estate and that the Transmission Easement is granted, and the Easement Area is accepted, in its “AS-IS, WHERE-IS” condition, WITH ALL FAULTS and defects, whether latent or patent, and without any representation or warranty, express or implied, of any kind whatsoever by Grantor. Delivery by Grantee of the Commencement Notice shall constitute conclusive evidence that Grantee has inspected and accepted the Easement Area in its then-current condition, “AS-IS, WHERE-IS,” WITH ALL FAULTS, and that Grantee is relying solely on its own investigations and not on any statement, representation, or warranty of Grantor or any of Grantor’s agents. Without limiting the generality of the foregoing, Grantor specifically disclaims and negates any and all representations and warranties, express or implied, arising by statute or otherwise, including, without limitation, any representation or warranty as to: (a) the physical condition of the Easement Area; (b) the absence or presence of hazardous materials or other environmental conditions; (c) fitness of the Easement Area for a particular purpose; (d) merchantability; (e) compliance with any zoning, land use, building code, or other laws, rules, or regulations; (f) the feasibility, suitability, or adequacy of the Easement Area for the Project or for any other use; (g) the availability, adequacy, or condition of utilities or access; and (h) the accuracy, completeness, or reliability of any materials, reports, surveys, studies, or other information provided by Grantor. Grantee assumes all risk of loss, damage, liability, or expense relating to the condition or suitability of the Easement Area for the Project, except as expressly set forth in this Agreement.

(b) Waiver of Claims. In furtherance of the acknowledgments set forth above, Grantee hereby waives and releases any and all claims, demands, causes of action, losses, damages, liabilities, costs, and expenses of any kind or nature, whether known or unknown, suspected or unsuspected, which Grantee now has or hereafter may have against Grantor or its Related Persons arising out of or in any way related to the condition, use, design, suitability, or feasibility of the Transmission Easement or the Easement Area, except as expressly provided in this Agreement. Grantee expressly acknowledges that it has been advised of, and is familiar with, the provisions of Section 1542 of the California Civil Code, which provides as follows:

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

GRANTEE HEREBY EXPRESSLY, KNOWINGLY, AND VOLUNTARILY WAIVES THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, AND ANY SIMILAR STATUTE OR COMMON LAW PRINCIPLE OF ANY OTHER JURISDICTION, TO THE FULLEST EXTENT PERMITTED BY LAW.

Grantee’s Initials: _____

Section 4.2 Authority. Each Party hereby represents and warrants it has the unrestricted right and authority and has taken all necessary action to confirm each Person signing this Agreement on behalf of such Party is authorized to do so and all necessary Persons are signing this Agreement. When signed by each Party, this Agreement constitutes a binding and valid agreement enforceable against such Party in accordance with its terms.

Section 4.3 Non-Interference. Grantee shall not interfere with Grantor’s right to use the Premises outside of the Easement Area, except to the extent Grantee is granted rights in this Agreement.

ARTICLE V. Indemnification

Section 5.1 Indemnification and Waiver.

(a) **Indemnity.** Grantee agrees to defend, indemnify, and hold harmless Grantor and its Related Persons (collectively, the “**Indemnified Parties**”) from and against any and all losses, damages, claims, expenses, and liabilities, including reasonable attorneys’ fees (collectively, “**Losses**”), arising out of or relating to: (a) any physical damage to the Indemnified Parties’ property resulting from the operations or activities of Grantee or its Related Persons on the Premises; (b) physical injuries or death (including by reason of any hunting on the Premises) to or of any person, to the extent caused by Grantee or any of its Related Persons; (c) any breach of this Agreement by Grantee, or any failure of any representation or warranty made by Grantee to be true; or (d) the violation of applicable law by Grantee or any of its Related Persons. This indemnification shall not apply to Losses to the extent caused by the negligent or intentional act or omission of Grantor. This indemnification shall survive the termination or expiration of this Agreement indefinitely. For purposes of this Section, “Related Persons” shall mean Grantor’s officers, directors, employees, representatives, contractors, mortgagees, and agents

(b) **Waiver.** Grantor, for itself and its Related Persons, does hereby waive, remise and release any right, claim or cause of action which it may now have or which it may have in the future against Grantee and its Related Persons as a direct or indirect result of any audible or electromagnetic noise, vibration, electrical interference and radio frequency interference attributable to Grantee’s operations on the Premises or any other property that is part of the Project.

ARTICLE VI. Assignment; Encumbrance of Agreement

Section 6.1 Right to Encumber.

(a) Grantee Financing. Grantee and every successor and assign of Grantee is hereby given the express right, in addition to any other rights herein granted, and without the necessity of obtaining Grantor's consent, to (i) mortgage its interests granted under this Agreement, in whole or in part, as collateral security for one or more mortgages or deeds of trust or other security agreement or instrument (a "**Mortgage**" and the holder or beneficiary thereof being a "**Mortgagee**"), and (ii) for financing purposes (otherwise subject to Section 6.2), lease its interest in all or a portion of the Easement Area and rights with respect thereto under this Agreement (a "**Lease**" and the lessee thereunder being a "**Lessee**"), and the Lessee shall have the right to mortgage its interest in its Lease (a "**Leasehold Mortgage**" and the holder thereof a "**Leasehold Mortgagee**"; and together with a Mortgage, "**Grantee Financing Documents**") upon the condition that all rights acquired by such Mortgagee, Lessee or Leasehold Mortgagee (collectively, "**Grantee Financing Parties**") are subject to all of the covenants, conditions and restrictions set forth in this Agreement, including all rights and interests of Grantor herein, none of which covenants, conditions or restrictions is or shall be waived by Grantor by reason of the foregoing ("**Grantor Senior Rights**"). In the event of any conflict between the provisions of this Section 6.1 of this Agreement and the provisions of any Grantee Financing Document, the provisions of this Section 6 shall control with respect to the rights of the Grantee Financing Parties. Grantor's fee interest in the Premises and the Grantor Facilities shall not be identified as collateral security under any Grantee Financing Document encumbering or creating an interest in the Easements or Transmission Facilities, except as such exist under the terms of this Agreement, and every Grantee Financing Party shall recognize the Grantor Senior Rights.

(b) Rights of Grantee Financing Parties. Each Grantee Financing Party shall have the right, without being required to obtain Grantor's prior consent thereto, to: (i) assign its Grantee Financing Documents to another Grantee Financing Party, as applicable; (ii) enforce its Grantee Financing Documents; (iii) acquire title (whether by foreclosure, assignment in lieu of foreclosure or other means) to the Easements, the Transmission Facilities or, if applicable the leasehold interest in the Lease; (iv) take possession of and operate the Transmission Facilities; (v) assign or transfer its interest under this Agreement, the Grantee Financing Documents (as the case may be) to any Person in accordance with the terms of this Agreement and the terms of the respective Financing Documents; (vi) exercise any rights of Grantee Financing Party as provided in this Section 6; or (vii) cause a receiver to be appointed to do any of the foregoing things; provided that, in all cases described in this Section 6.2, such Grantee Financing Party shall be bound by all of the terms and conditions of this Agreement and to perform all of Grantee's obligations and responsibilities under this Agreement consistent with Section 6.1.

(c) Recognition of Grantee Financing Parties. Upon Grantor being given written notice in accordance with the provisions of Section 7.3 of the interest held by any Grantee Financing Party, Grantor shall recognize the Grantee Financing Party or such other party as may succeed to the interest of any of them (as the case may be) as Grantee's proper successor, and this Agreement shall remain in full force and effect; provided, that to the extent any defaults by Grantee under this Agreement which remain uncured on the date of such substitution, such Grantee Financing Party shall be required to cure any such defaults, including, without limitation, any monetary defaults,

which remain uncured as of such date. Except to the extent required by applicable law, the naming of Grantor or any successor or assign of Grantor as a party to any such foreclosure, assignment in lieu of foreclosure or other means, any action seeking the appointment of a receiver or any other action or proceeding initiated by any Grantee Financing Party to enforce its rights under any Grantee Financing Document, shall constitute a material breach of this Agreement.

(d) Copies of Notices. Where Grantee or a Grantee Financing Party has given written notice to Grantor in accordance with Section 7.3 of the name and mailing address of a Grantee Financing Party, Grantor shall deliver a duplicate copy of each and every notice of default by Grantee under this Agreement to the current Grantee Financing Party (at the address for such Grantee Financing Party indicated in Grantor's notice) concurrently with delivery of such notice of default to Grantee.

(e) Notice and Cure. Each Grantee Financing Party shall have the same period of time after receipt of a notice of default to remedy a default, or cause the same to be remedied, as is given to Grantee after Grantee's receipt of a notice of default hereunder. Subject to Section 6.2, each Grantee Financing Party shall have the right to substitute itself for Grantee and perform the duties of Grantee hereunder or with respect to the Easements or Transmission Facilities (as the case may be) for purposes of curing such default or Event of Default and Grantor shall accept such cure as if it were a cure by Grantee.

(f) Leases. Grantee's or any Grantee Financing Party's leasing of the Easement Area to any Lessee, shall not, in any manner, relieve Grantee of the performance of Grantee's obligations and responsibilities under this Agreement.

(g) Estoppel Certificates; Consents. Each Party shall within ten (10) Business Days (as defined below) after written request therefor, execute and deliver such (i) industry standard estoppel certificates (certifying as to commercially reasonable matters, including that no default then exists under this Agreement, if such be the case) and (ii) subject to Section 6.2, consents to assignment (whether or not such consent is actually required). Each Party shall use its commercially reasonable efforts to limit the number of requests under this Section 6.1(g) from the other Party to no more than two (2) per annum, and agrees that the Party making the request shall be responsible for all reasonable and documented third party costs and expenses of the other Party (including, as applicable, the costs incurred by such Party's Grantee Financing Parties) associated with each such request.

(h) Grantor Financing. Grantor may, at any time and from time to time after the Effective Date, without obtaining Grantee's consent but so long as advance written notice is delivered in accordance with Section 7.3 to Grantee and any Grantee Financing Party, hypothecate, mortgage, grant, collaterally assign, convey or pledge its interest in the Premises or the Grantor Facilities to any Person providing financing to Grantor ("**Grantor Financing Party**") as security for the repayment of any indebtedness of Grantor or the performance of any obligation of Grantor with respect to the Grantor Facilities ("**Grantor Financing**"), so long as any such Grantor Financing and any mortgage, lien, security interest, encumbrance or other right granted in connecting with such Grantor Financing is expressly made subordinate in all respects to this Agreement and Grantee's rights with respect to the Easement Area. Except as provided in this

Section 6, Grantor shall not be required to subject or subordinate its interest in the Premises or the Grantor Facilities as security for any Grantee loans or financing.

(i) SNDAs. In no event shall either Party be required to subordinate their respective interests in this Agreement, the Premises or the Easement Area to the interest of any other Person (including any Grantee Financing Party) except that (A) with respect to any Grantor Financing which is in effect as of the Effective Date and to which Grantee has been provided written notice by Grantor, Grantee agrees to enter into a subordination, non-disturbance and attornment agreement (“**SNDA**”) among Grantor, Grantee and Grantor Financing Party, and (B) with respect to any Grantor Financing which occurs after the Effective Date, including any refinancing, replacement, substitution or assignment of an existing Grantor Financing in effect prior to or on the Effective Date), if reasonably requested by Grantor, Grantee shall use commercially reasonable efforts to cause any Grantee Financing Party or other financing or equity investor to consent to and, if such required consent is obtained, enter into such SNDA and, in all cases, Grantor shall reimburse Grantee for all reasonable and documented third party costs and expenses (including, as applicable, the costs incurred by any Grantee Financing Parties or counsel) in connection with Grantor’s request.

(j) Limited Recourse. Notwithstanding anything in this Agreement to the contrary, at no time shall Grantor or any of its representatives have any recourse against any Grantee Financing Party under this Agreement until such time as they have foreclosed on their interest in this Agreement and the Easement Area and has assumed Grantee’s rights and obligations under this Agreement. Further, and without limiting the foregoing, the Grantee Financing Parties’ obligations and liability under this Agreement shall at all times be limited to its interest in the Grantee Financing Documents and the Transmission Facilities.

Section 6.2 Assignment. This Agreement shall be binding upon and shall inure to the benefit of Grantor and Grantee and their respective representatives, successors and assigns. Grantee or Grantor may act to sell, convey, lease, assign, mortgage, encumber, grant other easements, or transfer to one or more transferees, any or all right or interest in this Agreement (including any rights to payment) or, in Grantor’s case, the Premises (each an “**Assignment**” and the act thereof, to “**Assign**”) only in accordance with the following terms and conditions.

(a) By Grantee. Subject to the requirements of this Section 6.2(a), Grantee may Assign all or a portion of its rights and obligations under this Agreement on the following terms and conditions:

(i) Any Assignment by Grantee shall require Grantor’s consent, not to be unreasonably withheld or delayed, except that Grantor’s consent shall not be required for the following Assignments where the transferee is (each a “**Permitted Assignment**”): (A) an affiliate of Grantee; (B) a Grantee Financing Party as described in Section 6.1; (C) a financial institution, equity investor or other similar Person or investor that from time to time provides secured financing or equity investment (including tax equity) for some or all of the project; or (D) a Qualified Assignee (as defined below). For each such Permitted Assignment or Assignment consented to by Grantor, such transferee shall assume Grantee’s obligations under this Agreement by executing an industry standard assignment and assumption agreement; provided that in the case of an Assignment to a Grantee Financing Party or such other party as may succeed to the interest

of any of them (as the case may be), the applicable assignment and assumption agreement shall be in a form acceptable to Grantor and the applicable Grantee Financing Party or such other party as may succeed to the interest of any of them (as the case may be). Without relieving Grantee of any obligations of Grantee which might exist with respect to periods prior to the date of such Assignment, except for a Permitted Assignment, each Assignment shall release and relieve the assignor thereunder of performance of Grantee's obligations and responsibilities under this Agreement accruing from and after the date of such Assignment.

(ii) **"Assignment"** includes a change of control of Grantee, but if the Person obtaining such control is a transferee permitted under a Permitted Assignment, then no Grantor consent is required.

(iii) **"Qualified Assignee"** shall mean a Person that (A) is, or is an affiliate of, a Person with a minimum net worth of \$100 million (which net worth shall be calculated taking into account the value of the completed Project), (B) part of an affiliated group with a minimum net worth on a consolidated basis, including that of any sponsor, of more than \$100 million, or (C) a municipality, municipal owned utility, community choice aggregator (as defined in California Public Utilities Code Section 331.1, as amended), regulated utility or governmental agency or entity.

(iv) Any Assignment requiring Grantor's written consent which is made without such consent having been first obtained is void and Grantee shall remain fully liable for its obligations under this Agreement.

(v) Grantee shall notify Grantor in writing in advance of any proposed Assignment, whether or not Grantor's consent to such Assignment is required and shall include contact information for the assignee. All assignees, including Permitted Assignment assignees, must execute an industry standard assignment and assumption agreement wherein the assignee expressly assumes such of Grantee's obligations and responsibilities under this Agreement, including any then-uncured defaults hereunder and such agreement expressly states such assignment is made subject to all of the provisions of this Agreement; provided that in the case of an Assignment to a Grantee Financing Party or such other party as may succeed to the interest of any of them (as the case may be), the applicable assignment and assumption agreement shall be in a form acceptable to Grantor and the applicable Grantee Financing Party or such other party as may succeed to the interest of any of them (as the case may be).

(b) By Grantor. Subject to this Section 6.2, Grantor may Assign its rights and obligations under this Agreement on the following terms and conditions:

(i) Grantor shall have the right and authority to Assign any or all right or interest in this Agreement, the Grantor Facilities or the Premises without obtaining consent from Grantee or any Grantee Financing Party. Upon any such assignment by Grantor, Grantor shall provide written notice to Grantee within twenty (20) days of the Assignment.

(ii) Upon an Assignment that complies with the requirements of this Section 6.2(b), then Grantor shall automatically be released from all liability accruing from and after the

date of such transfer under this Agreement, and Grantee shall look solely to that transferee for the performance of Grantor's obligations existing under this Agreement after the date of transfer.

(iii) Grantor shall notify Grantee in writing in advance of any proposed Assignment and shall include contact information for the transferee. Within twenty (20) days after a written notice from Grantor, Grantee shall execute and deliver whatever documents or instruments may be reasonably required for Grantor's Assignment purposes including (A) estoppel certificates or (B) consents to assignment (whether or not such consent is actually required), provided that the applicable document contains commercially reasonable terms consistent with the terms and conditions of this Agreement.

ARTICLE VII. Miscellaneous

Section 7.1 Specific Performance. Each Party acknowledges and agrees that any breach by such Party of its obligations hereunder, or any failure to permit the other Party to exercise the rights and privileges granted herein, would cause irreparable harm to the other Party for which monetary damages would be an inadequate remedy. Accordingly, each Party agrees that the non-breaching Party shall be entitled to seek specific performance of this Agreement, in addition to any other remedies available at law or in equity.

Section 7.2 Insurance Matters. Grantee shall, at its sole cost and expense, procure and maintain in full force and effect, at all times during the Term of this Agreement (and any extension thereof), insurance policies issued by carriers rated A- VIII or better by A.M. Best (or otherwise reasonably acceptable to Grantor) providing the following minimum coverages:

(a) Commercial General Liability Insurance. Broad-form comprehensive commercial general liability insurance, on an occurrence basis, against claims for bodily injury, personal injury, death, property damage, products/completed operations, and contractual liability arising out of or relating to Grantee's use of, and activities on, the Premises, Transmission Facilities, and Easement Area, with limits of not less than \$2,000,000 per occurrence and \$2,000,000 annual aggregate.

(b) Umbrella / Excess Liability Insurance. Umbrella or excess liability insurance in an amount not less than \$10,000,000 per occurrence and in the aggregate, which may be used to satisfy the limits required under the foregoing liability coverages.

(c) Property Insurance. Special Form property insurance (formerly referred to as "all risk"), covering Grantee's personal property, trade fixtures, equipment, and improvements located on the Premises or within the Easement Area, for full replacement cost value, including coverage for fire, extended perils, vandalism, and malicious mischief.

(d) Workers' Compensation and Employer's Liability. Workers' Compensation insurance as required by applicable law, and Employer's Liability Insurance with limits of not less than \$1,000,000 each accident, \$1,000,000 each employee, and \$1,000,000 disease policy limit.

(e) Additional Coverages. Business automobile liability insurance (covering owned, hired, and non-owned vehicles) with limits not less than \$2,000,000 combined single limit.

All such insurance shall (i) name Grantor, and its partners, members, shareholders, officers, directors, employees, agents, successors, and assigns, as additional insureds on a primary and non-contributory basis, (ii) provide that the insurers waive all rights of subrogation against Grantor, and (iii) provide that such insurance shall not be canceled, non-renewed, or materially modified without at least thirty (30) days' prior written notice to Grantor. Grantee shall deliver to Grantor, prior to the Commencement Date and thereafter no later than thirty (30) days prior to the expiration of any policy, certificates of insurance (and, if requested by Grantor, full and complete copies of policies) evidencing the required coverage. The insurance required hereunder for the Transmission Facilities and Easement Area may be provided as part of a blanket or master program of insurance maintained by Grantee, so long as such blanket coverage specifically affords not less than the protection required herein. If Grantee fails to procure or maintain any of the insurance required herein, Grantor shall have the right, but not the obligation, to obtain such insurance on behalf of Grantee and to recover from Grantee, upon demand, all costs and premiums incurred by Grantor in connection therewith, together with interest thereon at the maximum rate permitted by law.

Section 7.3 Notice. Notices, consents or other documents required or permitted by this Agreement must be given by personal delivery, reputable overnight courier, telecopier, certified mail or electronic mail with electronic receipt and shall be sent to the respective Parties as follows (or at such other address as either Party may designate upon written notice to the other Party in the manner provided in this paragraph) and shall be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual delivery or refusal shown on the couriers delivery receipt if sent by overnight courier and on the fourth business day after deposit in the mail if sent by certified mail or in the case of electronic mail, upon the date an electronic receipt of delivery is obtained:

To Grantor:

[]

With a copy to:

Best Best & Krieger, LLP
Attn: Ethan Walsh
500 Capitol Mall, Suite 2500
Sacramento, CA 95814
Email: ethan.walsh@bbklaw.com

To Grantee:

GSCE Placer, LLC,
C/O Golden State Clean Energy, LLC
Attn: Legal Department
3857 Birch Street, Suite 441
Newport Beach, CA 92660
Email: legal@goldenstatecleanenergy.com

Either Party may change its notice address by providing notice to the other Party pursuant to the notice procedures herein.

Section 7.4 Entire Agreement. It is mutually understood and agreed that this Agreement constitutes the entire agreement between Grantor and Grantee and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Agreement. This Agreement may not be amended except in a writing executed by both Parties.

Section 7.5 Reserved.

Section 7.6 Force Majeure. Except with respect to payment of money by Grantee or Grantor, which shall not be excused or delayed and time shall be of the essence with respect thereto, if performance of this Agreement or of any obligation under this Agreement is prevented or substantially restricted or interfered with by reason of an event of Force Majeure (defined below), the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference and the Term shall be extended for the duration of the Force Majeure event. The affected Party shall use its reasonable efforts to avoid or remove such causes of nonperformance, and shall continue performance under this Agreement whenever such causes are removed. “**Force Majeure**” shall mean, with respect to a Party, acts, events or occurrences, wherever occurring, beyond the reasonable control and expectation of such Party that delay or otherwise prevent such Party from timely performing its respective obligations under this Agreement (other than an obligation to pay money), including acts of God; disruptive volcanic activity; tsunamis; fires; floods; epidemics; lightning; earthquakes; quarantine; blockade; governmental acts, orders or injunctions; government shutdown; war; insurrection or civil strife; strikes or labor disputes; accidents; and explosion; but, in the case of any of the foregoing, only to the extent such acts, events, or occurrences are beyond the reasonable control and expectation of the affected Party despite its prudent and diligent efforts to prevent, avoid, delay, or mitigate such acts, events, or occurrences.

Section 7.7 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without regard to its choice of law rules. This Agreement is entered into and is to be performed in the County of Placer, State of California. Notwithstanding the foregoing, the Parties agree that the venue for any and all disputes under this Agreement shall be in the Superior Courts of Placer County, California. Each of the Parties hereby accepts and consents to, generally and unconditionally, the jurisdiction of the aforesaid courts and appellate courts from any appeal thereof. Each of the Parties irrevocably consents to the service of process out of any of the courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to such Party at the address first set forth in this Agreement. Each of the Parties hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement brought in the courts referred to above and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

Section 7.8 Cooperation; Further Assurances. Each of the Parties agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Agreement and to fulfill the obligations of the respective Parties, including documents reasonably requested by a Grantee Financing Party or other Person providing

financing to Grantee. Grantor shall, within twenty one (21) days after request from Grantee, obtain non-disturbance and subordination agreements in favor of any current or potential Grantee Financing Parties from any Person with a lien, encumbrance, mortgage, lease or other exception to Grantor's fee title to the Premises to the extent necessary to eliminate any actual or potential interference by any such lienholder with any rights granted to Grantee under this Agreement. Grantor shall also cooperate with Grantee (at Grantee's sole cost and expense) in applying for, complying with or obtaining any governmental permits, environmental reviews or any other approvals needed for the financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Facilities, provided that such cooperation shall be at no cost to Grantor.

Section 7.9 Waiver. Neither Party shall be deemed to have waived any provision of this Agreement or any remedy available to it unless such waiver is in writing and signed by the Party against whom the waiver would operate. Any waiver at any time by either Party of its rights with respect to any rights arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent or other matter.

Section 7.10 Counterparts. This Agreement may be executed in one or more counterparts (each of which shall be deemed an original, but all of which together shall constitute one and the same instrument) and shall be effective as of the Effective Date upon execution and delivery by the Parties hereto, and such execution and delivery may be effectuated by facsimile transmission, transmission of an executed PDF copy via email, a third party electronic signature verification program or process, by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means. Signatures of the Parties transmitted by any of the foregoing methods shall be deemed to be their original signatures for all purposes and signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

Section 7.11 Memorandum of Agreement. Within ten (10) business days of Grantor's receipt of the Commencement Notice, Grantor and Grantee shall execute a memorandum of Agreement (attached hereto as Exhibit D) in recordable form ("**Memorandum**") and on the Commencement Date, Grantee shall then record the Memorandum in the public land records of Placer County. Grantor and Grantee shall execute any required amendments to the Memorandum, including that described in Section 1.1(c). Grantor hereby consents to the recordation of the interest of an assignee in the Premises.

Section 7.12 Grantor's Successors and Assigns. The burden of this Agreement and the rights contained in this Agreement shall run with the land, shall be a charge and burden thereon for the Term, and shall be binding upon and against Grantor and its successors, assigns, permittees, licensees, employees and agents. A sale, conveyance, or assignment of the Premises shall operate to release Grantor from liability from and after the effective date of such sale, conveyance, or assignment.

Section 7.13 Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect unimpaired by the holding.

Section 7.14 Interpretation. Each Party has reviewed this Agreement and has been given an opportunity to obtain the assistance of counsel, and any rule of construction holding that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement. The headings and captions of this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement. All of the Recitals set forth above and the Exhibits attached hereto are each incorporated into this Agreement as if set forth in full herein. Except as otherwise expressly provided herein, (i) all defined terms have the meanings assigned to them in this Agreement, and include the plural as well as the singular, (ii) all references in this Agreement to designated “Sections” and other subdivisions, unless otherwise indicated, are to the designated Sections and other subdivisions of the body of this Agreement, (iii) “including,” and “includes” shall be deemed to be followed by “but not limited to” and “but is not limited to,” respectively, (iv) “or” is not exclusive, (e) “amended”, with reference to an agreement or law, shall be deemed to be followed by “or superseded from time to time”, (v) the words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision, (vi) the words “will” and “shall” when used in connection with an obligation shall be deemed to be interchangeable (vii) all references to “Dollars” and the symbol “\$” mean United States Dollars and (viii) whenever performance of a required action, other than a payment, is due under this Agreement on a day that is not a Business Day, such performance shall be made on the next succeeding Business Day. “**Business Day**” means any day other than a Saturday, Sunday, or other day on which banks are authorized to be closed in the county in which the Premises is located.

Section 7.15 Condemnation. If all or any part of the Transmission Facilities or Easement Area is taken by condemnation, or is purchased by any governmental body or agency having the power of condemnation, Grantor shall be entitled to all portions of the award, except for any portion of the award that is attributable to the following, which shall be paid to Grantee: (i) any removal and relocation costs of the Transmission Facilities and Grantee’s personal property, equipment, and trade fixtures; (ii) any loss of or damage to any Transmission Facilities; (iii) the loss of use of the Premises (including loss of access across the Premises) by Grantee; and (iv) Grantee’s lost profits. Grantee shall have the right to participate in any settlement proceedings, and Grantor shall not enter into any binding settlement agreement without the prior written consent of Grantee, which consent shall not be unreasonably withheld.

Section 7.16 Abandonment, Surrender, Restoration and Decommissioning.

(a) Abandonment. If after the Effective Date, Grantee’s use of the Grantee Estate and all Permitted Uses on the Easement Area ceases, which includes all of or any of the following activities: (i) maintenance operations, (ii) power generation operations, (iii) restoration operations or (iv) other active steps to operate or commence reoperation, then after thirty-six (36) consecutive months of such cessation and after thirty (30) days advance written notice by Grantor to Grantee confirming such abandonment, the Grantee Estate shall be deemed abandoned (“**Abandonment**”). Upon any such Abandonment, this Agreement and the Easement shall terminate and Grantee shall no longer have any rights to the Grantee Estate, but any liability arising prior to such abandonment or Decommissioning (as defined below) and other obligations set forth in this Agreement shall survive such abandonment indefinitely.

(b) Surrender. Upon any Abandonment, or a termination or surrender of the Grantee Estate, Grantee shall, at Grantee's sole cost and expense, Decommission and peaceably deliver to Grantor possession of the Easement Area, and other rights granted by this Agreement, and, in addition to recording the Quitclaim Deed, shall promptly execute, upon receipt of Grantor's written notice, any and all documents reasonably necessary to record or evidence such termination with the appropriate Governmental Entities.

(c) Decommissioning. Upon any Abandonment, or a termination or surrender of the Grantee Estate, Grantee shall: (i) remove the Transmission Facilities which Grantee has installed from its surface and from the subsurface, (ii) disk, smooth and level the surface of the Grantee Estate to a condition where unobstructed agricultural production may resume (provided that Grantee shall not be required to deliver the Grantee Estate replanted with crops), (iii) comply with the restoration obligations described in this Agreement and pursuant to any permits issued to Grantee for the Permitted Use (including any Decommissioning Plan(s)), and (iv) repair any damage to the Grantee Estate resulting from any removal of the Transmission Facilities pursuant to this Section 7.16 ("**Decommissioning**"). Grantee shall perform the Decommissioning obligations in this Section 7.16(c) within (A) six (6) months of the Abandonment, termination or surrender, in the case of above ground Transmission Facilities and (B) eight (8) months of the Abandonment, termination or surrender, in the case of underground Transmission Facilities.

(d) Decommissioning Security. In connection with any Decommissioning, Grantee shall, at its sole cost and expense, procure and maintain in full force and effect, and deliver to Grantor, a third-party payment and performance bond ("**Decommissioning Security**"), issued by a surety reasonably acceptable to Grantor and licensed to do business in the State of California, in an amount equal to 150% of the estimated cost of Decommissioning and removal of the Transmission Facilities (the "**Removal Costs**"). The determination of the Removal Costs must be supported by analysis from a professional civil engineer licensed in California and reasonably acceptable to Grantor with expertise in environmental matters and decommissioning systems similar to the Grantee's Facilities, and shall be binding upon the Parties. Concurrently with the Decommissioning Security, Grantee shall provide Grantor with a map of all Transmission Facilities. If Grantee fails to complete the Decommissioning in accordance with this Agreement, then Grantor may resort to the Decommissioning Security to recover any reasonable and actual costs incurred by Grantor in Decommissioning the Transmission Facilities and restoring the Grantee Estate as required by Section 7.16(c). Notwithstanding the foregoing, the Decommissioning Security shall be adjusted to meet any minimum requirements of applicable Laws and Environmental Laws.

(e) Survival. Without limiting the survivability of any other provision herein, the Decommissioning obligations in Section 7.16 shall survive the termination of this Agreement. Nothing in this Section 7.16 shall be construed to limit Grantee's obligations under any permits issued to Grantee by a Governmental Authority.

[Signature pages follow.]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTOR:

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTEE:

By: _____
Name:
Title:

EXHIBIT A

DESCRIPTION OF PREMISES

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE AREA OF ROSEVILLE, IN THE COUNTY OF PLACER, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL ONE:

The Southwest One-Quarter of Section 6, Township 11 North, Range 6, East, M.D.B.&M., according to the Official Plat thereof.

APN: 017-062-003

PARCEL TWO:

The Northwest One-Quarter of Section 6, Township 11 North, Range 6, East, M.D.B.&M., according to the Official Plat thereof.

APN(s): 017-062-001 and 017-062-002

PARCEL THREE:

The East Half of Section 6, Township 11 North, Range 6, East, M.D.B.&M., according to the Official Plat thereof.

Excepting therefrom the following described parcel:

That portion of the East one half of Section 6, Township 11 North, Range 6 East, Mount Diablo Base and Meridian, Placer County, California, described as follows:

Beginning at the Northwest corner of said East one half;

Thence from said point of beginning, along the Northerly line of said East one half North 89° 23' 02" East 1344.83 feet;

Thence leaving said Northerly line South 00° 36' 58" East 499.05 feet;

Thence South 74° 26' 11" West 48.00 feet;

Thence South 00° 36' 58" East 484.86 feet;

Thence South 89° 23' 02" West 1295.66 feet to the Westerly line of said East one half;

Thence along said Westerly line North 00° 46' 36" West 996.30 feet to the point of beginning.

Also excepting therefrom all oil, gas, minerals, hydrocarbon and kindred substances lying below a depth of 500 feet, as conveyed to National Resources Equities Corporation, a California corporation, by that certain Deed dated October 31, 1969 and recorded November 5, 1969, under Recorder's Instrument No. 19777, Book 1268, Page 360, of Official Records.

APN: 017-063-097

PARCEL FOUR:

That portion of the East one half of Section 6, Township 11 North, Range 6 East, Mount Diablo Base and Meridian, Placer County, California, described as follows:

Beginning at the Northwest corner of said East one half;

Thence from said point of beginning, along the Northerly line of said East one half North 89° 23' 02" East 1344.83 feet;

Thence leaving said Northerly line South 00° 36' 58" East 499.05 feet;

Thence South 74° 26' 11" West 48.00 feet;

Thence South 00° 36' 58" East 484.86 feet;

Thence South 89° 23' 02" West 1295.66 feet to the Westerly line of said East one half;

Thence along said Westerly line North 00° 46' 36" West 996.30 feet to the point of beginning.

Excepting therefrom all oil, gas, minerals, hydrocarbon and kindred substances lying below a depth of 500 feet, as conveyed to National Resources Equities Corporation, a California corporation, by that certain Deed dated October 31, 1969 and recorded November 5, 1969, under Recorder's Instrument No. 19777, Book 1268, Page 360, of Official Records.

APN: 017-063-096

EXHIBIT B
**PG&E EASEMENT
&
EASEMENT AREA**

The Easement Area is depicted with a line with intermittent 'Xs' along the southern border of the PG&E Easement.

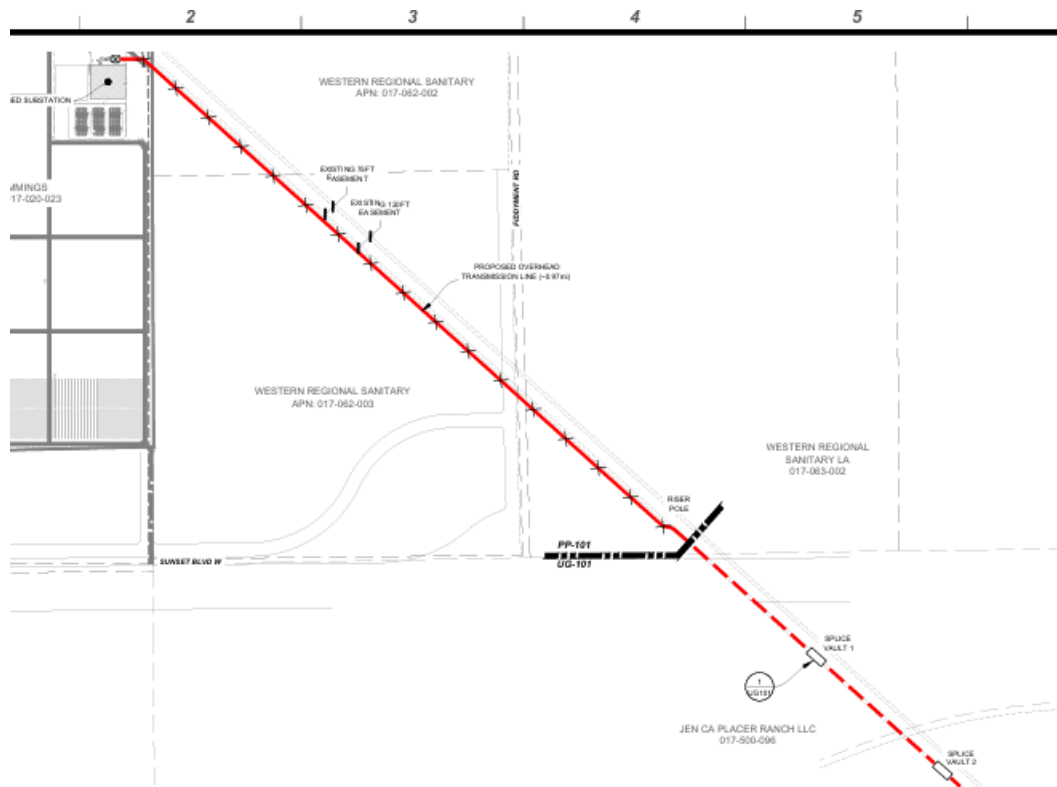


EXHIBIT C

PERMITTED IMPROVEMENTS

None

EXHIBIT D

MEMORANDUM OF EASEMENT

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

GSCE Placer, LLC,
C/O Golden State Clean Energy, LLC
Attn: Legal Department
3857 Birch Street, Suite 441
Newport Beach, CA 92660

**When recorded mail, mail tax statement
related to the interest herein to:**

GSCE Placer, LLC,
C/O Golden State Clean Energy, LLC
Attn: Legal Department
3857 Birch Street, Suite 441
Newport Beach, CA 92660

(SPACE ABOVE RESERVED FOR RECORDER'S USE)

Assessor Parcel Number(s): 017-062-003;
017-062-001; 017-02-002; 017-063-097;
017-063-096

MEMORANDUM OF EASEMENT AGREEMENT

THIS MEMORANDUM OF EASEMENT AGREEMENT ("**Memorandum**") is made as of _____ 20__, by and between Western Placer Waste Management Authority, who acquired title as Western Regional Sanitary Landfill Authority, as to Parcels 1 and 2; and Western Placer Waste Management Authority, as to Parcels 3 and 4 (individually and collectively, "Grantor") and GSCE Placer, LLC, a Delaware limited liability company ("**Grantee**"). Capitalized terms used in this Memorandum that are not otherwise defined shall have the meanings set forth in the Agreement (as defined below).

1. Demise. Grantor and Grantee executed and delivered an Easement Agreement ("**Agreement**") dated as of _____ ("**Effective Date**"), which affects the real property located in the County of Placer, State of California, as more particularly described in Exhibit A attached hereto ("**Premises**"). Subject to the terms of the Agreement, and commencing on Effective Date, Grantor hereby grants to Grantee, an exclusive, irrevocable easement ("**Transmission Easement**") along, under and across a portion of the Premises referred to as the "**Easement Area**" for the right to develop, construct, reconstruct, erect, install, improve, replace, relocate, remove from time to time, maintain and use Transmission Facilities (as defined in the Agreement and as further depicted in Exhibit B) for the transmission and/or collection of electrical energy and/or for communication purposes along, under, and across the Easement Area. Pursuant to the terms of the Agreement, Grantor has also granted to Grantee a non-exclusive access

easement over and across the Easement Area for the Term and over and across the Premises outside the Easement Area for ingress and egress to the Easement Area during construction or, or any repairs to or monitoring of the Transmission Facilities. In connection therewith, Grantee is granted the right (but not the obligation) to use and improve existing roads and lanes on the Premises.

2. Term. Unless earlier terminated, the term of this Agreement (the “Term”) shall begin on the Effective Date and shall continue in perpetuity from the Commencement Date (as defined below). “**Commencement Date**” means the date upon on which Grantee requires access to the Easement Area for purposes of commencing construction of the Transmission Facilities as set forth in the Commencement Notice. “**Pre Commencement Period**” means the three (3) year period commencing on the Effective Date and ending upon the earlier of either (i) the Commencement Date or (ii) the third (3rd) anniversary of the Effective Date.

3. Rights of Grantee Financing Parties. Pursuant to the Agreement, any Grantee Financing Party of Grantee or Grantee’s assigns has certain rights regarding notice and right to cure any default of Grantee under the Agreement, and the right to take possession of the Easement Area, and to acquire the easements by foreclosure, as well as other rights as set forth in the Agreement.

4. Miscellaneous. This Memorandum does not alter, amend, modify or change the Agreement in any respect. This Memorandum is executed by the parties solely for the purpose of recordation in the real estate records the county in which the Premises are located, and it is the intent of the parties that it shall give notice to and confirm the Agreement to the same extent as if all of the provisions of the Agreement were fully set forth herein. The Agreement is hereby incorporated by reference into this Memorandum, and the parties hereby ratify and confirm all of the terms and provisions of the Agreement. In the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. The section headings appearing in this Memorandum are for convenience of reference only, and are not intended, to any extent and for any purpose, to limit or define the text of any section or subsection hereof. This Memorandum may be executed in several counterparts, and all so executed shall constitute one agreement, binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart. Only one such counterpart may be required as proof of the existence and terms of this Memorandum.

5. Notice. Notices, consents or other documents must be given by personal delivery, reputable overnight courier, telecopier, certified mail or electronic mail with electronic receipt and shall be sent to the respective Parties as follows (or at such other address as either Party may designate upon written notice to the other Party in the manner provided in this paragraph) and shall be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual delivery or refusal shown on the couriers delivery receipt if sent by overnight courier and on the fourth business day after deposit in the mail if sent by certified mail or in the case of electronic mail, upon the date an electronic receipt of delivery is obtained:

To Grantor:

[]

With a copy to:

Best Best & Krieger, LLP
Attn: Ethan Walsh
500 Capitol Mall, Suite 2500
Sacramento, CA 95814
Email: ethan.walsh@bbklaw.com

To Grantee:
GSCE Placer, LLC,
C/O Golden State Clean Energy, LLC
Attn: Legal Department
3857 Birch Street, Suite 441
Newport Beach, CA 92660
Email: legal@goldenstatecleanenergy.com

Either Party may change its notice address by providing notice to the other Party pursuant to the notice procedures herein.

[SIGNATURES AND ACKNOWLEDGMENTS SET FORTH ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTOR:

[_____]

By: _____
Name: _____
Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, or validity of that document.

State of California)
County of _____)

On _____ before me, _____ personally
appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

GRANTEE:

[_____]

By: _____

Name: _____

Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, or validity of that document.

State of California)

County of _____)

On _____ before me, _____ personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Signature of Notary Public

EXHIBIT A TO MEMORANDUM

DESCRIPTION OF PREMISES

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE AREA OF ROSEVILLE, IN THE COUNTY OF PLACER, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL ONE:

The Southwest One-Quarter of Section 6, Township 11 North, Range 6, East, M.D.B.&M., according to the Official Plat thereof.

APN: 017-062-003

PARCEL TWO:

The Northwest One-Quarter of Section 6, Township 11 North, Range 6, East, M.D.B.&M., according to the Official Plat thereof.

APN(s): 017-062-001 and 017-062-002

PARCEL THREE:

The East Half of Section 6, Township 11 North, Range 6, East, M.D.B.&M., according to the Official Plat thereof.

Excepting therefrom the following described parcel:

That portion of the East one half of Section 6, Township 11 North, Range 6 East, Mount Diablo Base and Meridian, Placer County, California, described as follows:

Beginning at the Northwest corner of said East one half;

Thence from said point of beginning, along the Northerly line of said East one half North 89° 23' 02" East 1344.83 feet;

Thence leaving said Northerly line South 00° 36' 58" East 499.05 feet;

Thence South 74° 26' 11" West 48.00 feet;

Thence South 00° 36' 58" East 484.86 feet;

Thence South 89° 23' 02" West 1295.66 feet to the Westerly line of said East one half;

Thence along said Westerly line North 00° 46' 36" West 996.30 feet to the point of beginning.

Also excepting therefrom all oil, gas, minerals, hydrocarbon and kindred substances lying below a depth of 500 feet, as conveyed to National Resources Equities Corporation, a California corporation, by that certain Deed dated October 31, 1969 and recorded November 5, 1969, under Recorder's Instrument No. 19777, Book 1268, Page 360, of Official Records.

APN: 017-063-097

PARCEL FOUR:

That portion of the East one half of Section 6, Township 11 North, Range 6 East, Mount Diablo Base and Meridian, Placer County, California, described as follows:

Beginning at the Northwest corner of said East one half;

Thence from said point of beginning, along the Northerly line of said East one half North 89° 23' 02" East 1344.83 feet;

Thence leaving said Northerly line South 00° 36' 58" East 499.05 feet;

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Excepting therefrom all oil, gas, minerals, hydrocarbon and kindred substances lying below a depth of 500 feet, as conveyed to National Resources Equities Corporation, a California corporation, by that certain Deed dated October 31, 1969 and recorded November 5, 1969, under Recorder's Instrument No. 19777, Book 1268, Page 360, of Official Records.

APN: 017-063-096

EXHIBIT B TO MEMORANDUM

EASEMENT AREA

Easement Area

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**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **NOVEMBER 13, 2025**
FROM: **SCOTT SCHOLZ / ANELLE CANTELLANO** *AC*
SUBJECT: **ITEM 8E: GRANTING OF COUNTY HIGHWAY AND MULTI-PURPOSE
EASEMENTS**

RECOMMENDED ACTION:

1. Adopt Resolution 25-07 authorizing the General Manager to grant and record highway and multi-purpose easements in favor of Placer County over certain real properties of Western Placer Waste Management Authority to accommodate the ultimate expansions of Athens Avenue and Fiddymment Road.
2. Determine the recommended action is exempt from further environmental review pursuant to California Environmental Quality Act Guidelines Section 15268.

BACKGROUND:

As a part of the Design Review for the WPWMA's recent Facility Improvements Project, Placer County requested the following easements as Conditions of Approval:

- One-half of a 74' wide Highway Easement where the project fronts Athens Avenue and Fiddymment Road, measured from the centerline of the existing roadway
- A minimum 22.5' wide Multi-Purpose Easement adjacent to all requested Highway Easements

The request arose from Placer County's requirement to conform with the Sunset Area Plan, adopted by Placer County Board of Supervisors in December of 2019, which details the ultimate expansions of Fiddymment Road and Athens Avenue.

After numerous discussions between WPWMA and Placer County staff regarding where to best dedicate the easements so as to not interfere with current WPWMA operations while accommodating plans for future roadway expansion, an agreement was reached on the following easements (shown in the attached figure):

1. A 96.5' wide Highway Easement on Fiddymment Road from Sunset Boulevard West to Athens Avenue, with the western edge of the Highway Easement located 62' west of the Fiddymment Road centerline.
2. A 62' wide Highway Easement on Fiddymment Road from Athens Avenue to East Catlett Road measured west from the Fiddymment Road centerline.
3. A 49' wide Highway Easement on Athens Avenue from Fiddymment Road to the eastern WPWMA property line as measured south from the Athens Avenue centerline.
4. A 22.5-foot-wide Multi-Purpose Easement immediately adjacent to the west side of the Fiddymment Road Highway Easement described above.

5. A 10.5-foot-wide Multi-Purpose Easement immediately adjacent to the south side of the Athens Avenue Highway Easement described above.

WPWMA staff reviewed the areas of the proposed easements and do not believe they will negatively affect current or planned site uses. Pending adoption of the proposed Resolution, WPWMA staff will procure a California licensed surveyor to prepare the necessary legal documents for the formal dedication of the easements for approval and adoption by the Placer County Board of Supervisors.

ENVIRONMENTAL CLEARANCE:

This action is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15268 as granting of the noted roadway easements is consistent with and required by December 8, 2022 Substantial Conformance letter issued to the WPWMA by Placer County. Furthermore, the County of Placer independently conducted the required environmental review related to potential future widening of the roadway segments associated with the subject easements as part of its Sunset Area Plan/Placer Ranch Specific Plan Final Environmental Impact Report certified by the Placer County Board of Supervisors on August 25, 2020.

FISCAL IMPACT:

There is no fiscal impact. The easements are for public purposes and not an exclusive easement to a specific party; therefore, there is no monetary consideration for the easements.

ATTACHMENT: RESOLUTION 25-07
SITE MAP

Before the Board of Directors

Western Placer Waste Management Authority

In the matter of:

Resolution No. 25-07

GRANTING OF COUNTY HIGHWAY AND MULTI-PURPOSE EASEMENTS IN FAVOR OF PLACER COUNTY

The following resolution was duly passed by the Board of Directors of the Western Placer Waste Management Authority at a regular meeting held November 13, 2025, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Signed and approved by me after its passage.

Chair

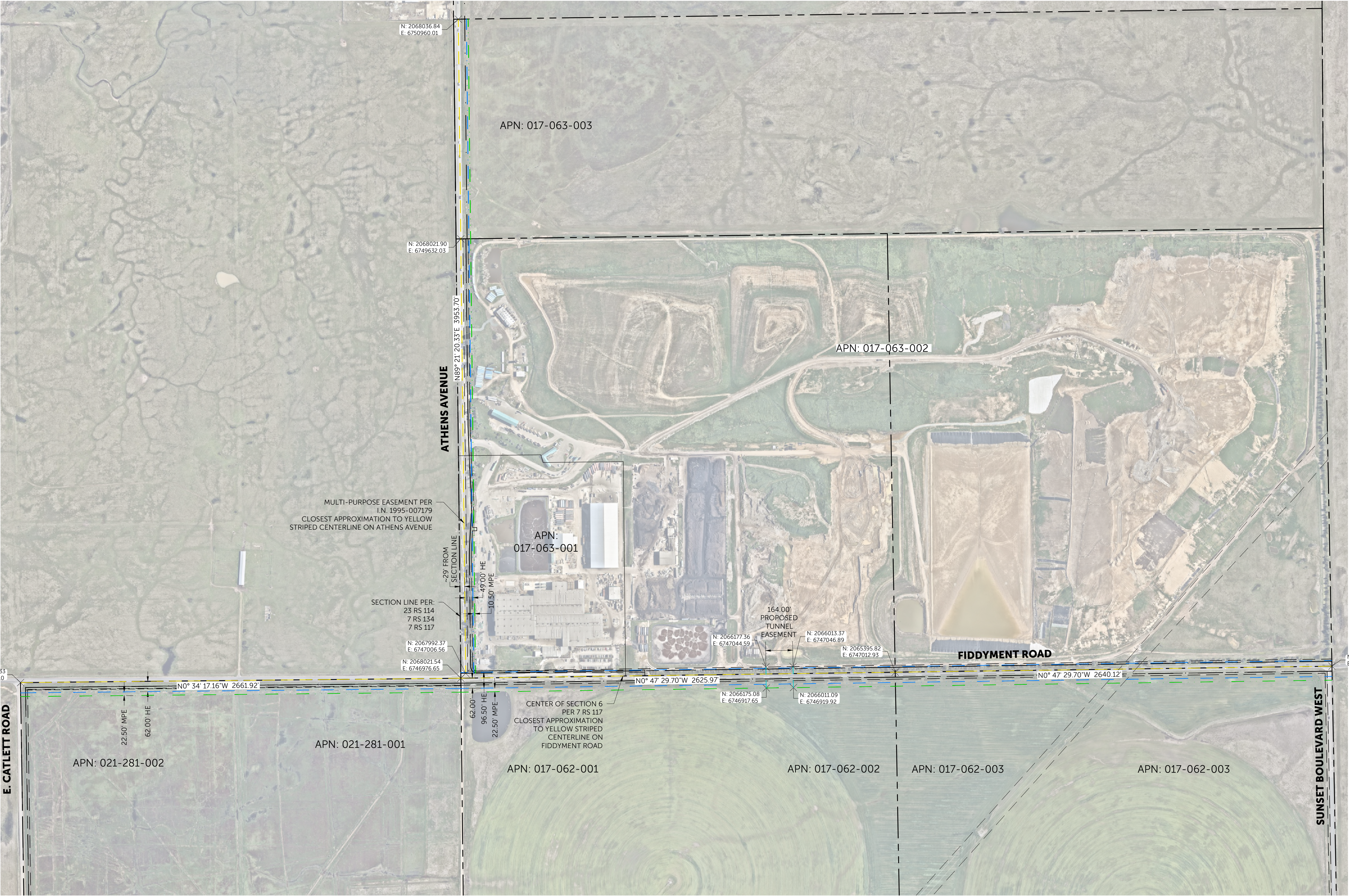
Clerk of said Board

WHEREAS, the WPWMA is the owner of the properties along Fiddymment Road and Athens Avenue in Roseville, CA, referred to by Placer County Assessor Parcel Numbers 021-281-002, 021-281-001, 017-062-001, 017-062-002, 017-062-003, 017-062-003, 017-063-001, 017-063-002, and 017-063-003; and

WHEREAS, Placer County has requested a 96.5-foot-wide Highway Easement on Fiddymment Road from Sunset Boulevard West to Athens Avenue, a 62-foot-wide Highway Easement on Fiddymment Road from Athens Avenue to East Catlett Road, a 49-foot-wide Highway Easement on Athens Avenue from Fiddymment Road to the eastern property line of parcel number 017-063-003, a 22.5-foot-wide Multi-Purpose Easement immediately adjacent to the west side of the Fiddymment Road Highway Easement, and a 10.5-foot-wide Multi-Purpose Easement immediately adjacent to the south side of the Athens Avenue Highway Easement, all as more particularly depicted on Exhibit A, attached hereto and incorporate herein; and

WHEREAS, the WPWMA is willing to grant to the County of Placer the above mentioned Highway and Multi-Purpose Easements to allow for the ultimate expansion of Fiddymment Road and Athens Avenue in conformance with the adopted Sunset Area Plan.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Western Placer Waste Management Authority that this Board does hereby authorize the Executive Director to grant and record Highway and Multi-Purpose Easements to the County of Placer.



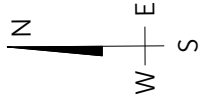
LEGEND:

PROPOSED HIGHWAY EASEMENT

PROPOSED MULTI-PURPOSE EASEMENT

PROPOSED TUNNEL EASEMENT

EXISTING CENTERLINE OF ROAD



- NOTES:**
- BOUNDARY RECORDS SHOWN ARE BASED ON INFORMATION PROVIDED BY JACOBS SOLUTIONS, INC. WHICH INCLUDE TITLE DOCUMENTS, ASSESSOR'S MAPS, DEEDS, AND EASEMENT DOCUMENTS.
 - BEARINGS AND CONTROL POINTS SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, NAD83(2011) ZONE 2 EPOCH 2010.00.
 - FOUND MONUMENT "DGS6520" LOCATED AT THE NORTHEAST CORNER OF FIDDYMENT AND ATHENS WAS USED AS BASIS FOR ROADWAY CENTERLINES OF FIDDYMENT ROAD AND ATHENS AVENUE.

DATE: _____

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DRAWN BY: AC
DESIGN BY: RS
CHECKED BY: EO/SS
DATE: 6/19/2025

SCALE:

SCALE: 1" = 300'

**WESTERN PLACER
WASTE MANAGEMENT AUTHORITY**
3013 FIDDYMENT ROAD
ROSEVILLE, CALIFORNIA 95747
(916) 543-3960
www.wpwma.ca.gov

WPWMA SITE IMPROVEMENTS PROJECT

EASEMENT DEDICATION

PROJECT
PLAN23-00058

DRAWING
EXH 1

SHEET
1 OF 1

**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **NOVEMBER 13, 2025**
FROM: **SCOTT SCHOLZ / ERIC ODDO** 
SUBJECT: **ITEM 8F: LEASE OF PORTION OF WESTERN PROPERTY**

RECOMMENDED ACTION:

1. Authorize the General Manager to prepare and negotiate a lease agreement for use of a portion of the WPWMA's western property associated with storage and maintenance of solid waste management equipment.
2. If necessary, authorize the General Manager engage in negotiations regarding an amendment to the lease agreement with Lincoln-Sewer Maintenance District 1 Wastewater Authority (LiSWA) for use of a portion of the WPWMA's western property to reflect the proposed use.
3. Determine the recommended action is consistent with the WPWMA's Renewable Placer Waste Action Plan Final Environmental Impact Report.

BACKGROUND:

Between 2002 and 2021, the WPWMA leased a portion of undeveloped land on the central property for temporary storage of roll-off debris bins. In October 2021, WPWMA suspended the lease as the area was needed for operations.

Over the past several months, staff have discussed potentially utilizing a portion of the WPWMA's western property to establish a corporation yard to resume storage/staging of collection bins and vehicles (hereinafter referred to as a "corp yard"). Establishing a corp yard will generate additional lease revenues to the WPWMA.

Staff have identified the portion of the western property containing the existing house and workshop totaling approximately 6 acres; a preliminary site map depicting the proposed lease area is attached. The identified area is currently included in the lease agreement between the WPWMA and LiSWA and the WPWMA's General Manager has been in communication with LiSWA's General Manager about the potential change in use. Additional discussions and an amendment to the lease agreement between WPWMA and LiSWA may be necessary should your Board authorize staff to lease the land for a corp yard.

As development of the proposed corp yard will necessitate grading and disturbance of undeveloped grasslands, staff have submitted an application to the Placer Conservation Authority (PCA) intended to meet regulatory compliance with project avoidance and mitigation measures. Staff will return to your Board at a subsequent meeting for approval of a Participating Special Entity Agreement with, and payments to, the PCA associated with use of the identified area.

ENVIRONMENTAL CLEARANCE:

Use of a portion of the western property for the storage and maintenance of solid waste management equipment is consistent with the WPWMA's Renewable Placer Waste Action Plan Final Environmental Impact Report (SCH#2019039087) certified December 8, 2022. Based on staff's understanding of Recology's proposed uses, no additional environmental review is necessary at this time.

FISCAL IMPACT:

There is no direct fiscal impact to the WPWMA associated authorizing staff to enter into the recommended negotiations.

As noted above, conversion of undeveloped grassland will require consulting with the PCA and could result in a one-time mitigation fee of approximately \$200,000.

Staff estimate that the WPWMA could realize additional lease revenue that would allow the WPWMA to fully recoup the PCA costs in less than 18 months.

The current lease agreement between WPWMA and LiSWA generates approximately \$64,000 annually for the WPWMA. Considering that a majority of the leased area is used for land application of reclaimed water that could continue during a lease for a crop yard, staff anticipate that any reductions to the payment from LiSWA by virtue of removing approximately 6 acres of land and the residence and workshop from the LiSWA agreement will be nominal.

STRATEGIC PLAN/GOALS:

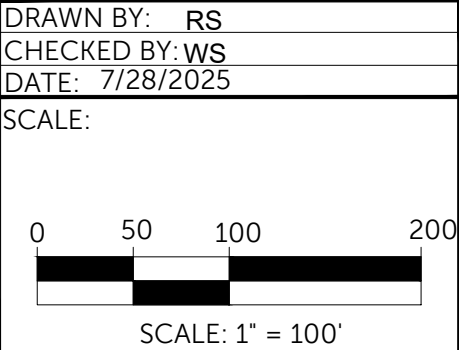
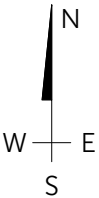
GOAL 5 – Maintain fiscally responsible systems.

ATTACHMENT: SITE MAP



NOTES:

1. WETLAND LOCATIONS ARE APPROXIMATE AND BASED ON PRELIMINARY GROUND SURVEYS.
2. AERIAL MAP DATE: FEBRUARY 21, 2025
3. COORDINATE SYSTEM: NAD83, CALIFORNIA, ZONE 2
4. VERTICAL DATUM: NAVD88



**WESTERN PLACER
WASTE MANAGEMENT AUTHORITY**
3013 FIDDYMENT ROAD
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RECOLOGY LEASE AGREEMENT
YARD LOCATION/BOUNDARIES

SHEET
EXH A

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**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **NOVEMBER 13, 2025**
FROM: **SCOTT SCHOLZ**
SUBJECT: **ITEM 9A: WPWMA EMPLOYEE PERSONNEL POLICIES**

RECOMMENDED ACTION:

1. Adopt Policy 25-01, Personnel, memorializing the WPWMA's intent to directly hire WPWMA Employees independent of the County of Placer when practical and feasible as determined by the General Manager and approved by the Board of Directors.
2. Approve the WPWMA Employee Personnel Policies document establishing hiring practices and personnel policies applicable to non-County WPWMA Employees hired directly by the WPWMA.
3. Determine that neither of the recommended actions constitute a project pursuant to California Environmental Quality Act Guidelines Section 15378.

BACKGROUND:

WPWMA staff have historically been employees of the County of Placer, dedicated full time to conducting WPWMA business. In May 2024 an MOU between the WPWMA and Placer County established the WPWMA as a more independent agency, followed by the WPWMA hiring a General Manager in June 2024 as the first non-County WPWMA Employee.

In furtherance of establishing the WPWMA's independence from the County, staff consulted with legal counsel to develop the attached WPWMA hiring policy memorializing the intent to hire non-County WPWMA Employees when feasible, and a separate WPWMA Employee Personnel Policies Manual outlining working conditions and employee benefits. The proposed policies are intended to be largely consistent with the WPWMA-Placer County MOU and County of Placer personnel policies.

ENVIRONMENTAL CLEARANCE:

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

FISCAL IMPACT:

There is no fiscal impact directly associated with the recommended action as it serves to formalize existing operational practices.

STRATEGIC PLAN/GOALS:

GOAL 5 – Maintain fiscally responsible systems.

GOAL 6 – Establish internal policy and inform regional policy.

ATTACHMENT: POLICY 25-01
WPWMA PERSONNEL POLICIES

WESTERN PLACER WASTE MANAGEMENT AUTHORITY

POLICIES AND PROCEDURES

PERSONNEL

Policy No: 25-01
Date:
Revision No. 0
Supersedes:
First Adopted:

PURPOSE:

1. To memorialize the WPWMA's intent to directly hire WPWMA Employees independent of the County of Placer when practical and feasible as determined by the General Manager and approved by the Board of Directors.
2. To establish hiring practices and personnel policies applicable to WPWMA Employees hired directly by the WPWMA who are not County WPWMA Workers.
3. To differentiate the rights and benefits of all current and any future County WPWMA Workers and any future WPWMA Employees.

EFFECTIVE DATE:

This policy shall become effective immediately and shall remain in effect and force until rescinded or amended by the Board of Directors.

DEFINITIONS:

The terms set forth below have the following meanings when used in this policy:

1. Board of Directors: The Board of Directors of the Western Placer Waste Management Authority comprised of elected officials from the WPWMA's Member Agencies (County of Placer and cities of Lincoln, Rocklin and Roseville).
2. General Manager: The General Manager of the Western Placer Waste Management Authority who is hired by, and reports directly to, the Board of Directors. The General Manager is not an employee of the County of Placer.
3. WPWMA/County MOU: "WPWMA/County MOU" means the Memorandum of Understanding between the Western Placer Waste Management Authority and County of Placer dated May 9, 2024 as it exists as of the date of this Policy or as it may be amended in the future.
4. WPWMA Employee: "WPWMA Employee" means any individual hired and employed directly by the WPWMA.
5. County WPWMA Worker: "County WPWMA Worker" has the same meaning as the term "WPWMA Worker" defined in the WPWMA/County MOU. A County WPWMA Worker is an employee of the County of Placer who works at the WPWMA's facilities and whose work is strictly under the direction of the General Manager and Board of

Directors subject to the terms and conditions of the WPWMA/County MOU and who do not conduct any duties on behalf of the County of Placer.

POLICY:

1. To the greatest extent possible, any future employee(s) hired by the WPWMA should be hired independent of the County of Placer and classified as a WPWMA Employee unless the General Manager and/or the Board of Directors determine otherwise.
2. To the extent practical and feasible, any position vacated by a County WPWMA Worker should be filled as a WPWMA Employee unless the General Manager and/or the Board of Directors determine otherwise.
3. All WPWMA Employees hired directly by the WPWMA shall enjoy the rights, privileges, and benefits of, and shall adhere to all policies and regulations detailed in, the WPWMA Employee Personnel Policies Manual.
4. All County WPWMA Workers employed at the time this Policy is adopted shall retain the individual right and privilege to remain a County WPWMA Worker until such time that they leave employment of the WPWMA and/or County, voluntarily elect to transition their employment status to that of a WPWMA Employee, or the WPWMA/County MOU is terminated.
5. All current and future, if applicable, County WPWMA Workers shall enjoy all County of Placer rights, privileges, and benefits in place at the time of their initial designation as a County WPWMA Worker, unless otherwise amended by the Placer County Board of Supervisors or termination of the WPWMA/County MOU. All such County WPWMA Workers shall adhere to the provisions in the WPWMA/County MOU as it currently exists or as amended.

--- END OF POLICY ---

WESTERN PLACER WASTE MANAGEMENT AUTHORITY



EMPLOYEE PERSONNEL POLICIES

October 2025

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Section 1 – INTRODUCTION

WELCOME

Thank you for joining Western Placer Waste Management Authority (“WPWMA”) – we are pleased to have you on board as a part of our team.

WPWMA is a regional agency established in 1978 through a joint exercise of powers agreement between Placer County and the cities of Lincoln, Rocklin, and Roseville to own and operate a regional recycling facility and sanitary landfill. WPWMA’s mission is to create solutions and transform waste into a resource for a sustainable environment and prosperous economy.

At WPWMA, we have high standards for all staff. You have been hired because we believe you possess the qualities necessary to excel and to help us meet our goals. It is our objective to provide you with a work environment that is conducive to your personal and professional growth – one where both you and WPWMA can succeed.

On behalf of everyone at WPWMA, welcome. We wish you every success here.

Sincerely,

Scott Scholz
General Manager
Western Placer Waste Management Authority

Section 2 – GENERAL CONDITIONS OF EMPLOYMENT

ABOUT THESE PERSONNEL POLICIES

These Personnel Policies are designed to acquaint you with WPWMA and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. You should read and understand all provisions of these Personnel Policies, as they describe many of your responsibilities as an employee and outlines certain of WPWMA's policies and programs.

Of course, these Personnel Policies cannot anticipate every circumstance or question. The need may arise, and WPWMA reserves the right, to revise, supplement, or rescind any policy or portion of these Personnel Policies from time to time as it deems appropriate, in its sole and absolute discretion. The only exception to that is our employment-at-will policy, which allows you or WPWMA to end the employment relationship for any reason at any time. The employment-at-will policy may not be changed, except in a written agreement signed by WPWMA's General Manager.

These Personnel Policies are not intended as an exhaustive statement of your responsibilities—it is not a contract of continued employment and does not provide any employee with contractual rights. Nothing in these Personnel Policies, nor any oral or written representation by any staff member or manager at WPWMA, constitutes, nor may be construed to constitute, a contract of continued employment.

AT-WILL EMPLOYMENT

Employment with WPWMA is and shall be at all times on an at-will basis. That means that either WPWMA or an employee may terminate an employee's employment at any time, for any reason, with or without cause or advance notice or any right to appeal or hearing. You do not have a property right in continued employment, nor are you entitled to any due process protections prior to being separated. Nothing in these Personnel Policies or other document or statement shall limit the right to terminate employment at-will. No manager, supervisor, or employee of WPWMA has the authority to enter into an agreement for employment for any specific period of time or to make an agreement for employment other than at-will. Only WPWMA's Board Chair, with approval from the Board, has the authority to make any such agreement and then only in writing.

EQUAL EMPLOYMENT OPPORTUNITIES

WPWMA is an Equal Opportunity Employer and does not discriminate on the basis of race (including but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, religious creed (including religious dress and religious grooming practices), national origin, ancestry, citizenship status, age (40 years and older), sex (including pregnancy, childbirth,

breastfeeding, or related medical conditions), gender, gender identity and expression (including transgender identity and expression), sexual orientation, marital status, domestic partner status, military service and veteran status, physical and/or mental disability, medical condition, genetic condition, or any other characteristic (or combination thereof) protected by local, state or federal laws. Any such discrimination is unlawful and all persons involved in the operations of WPWMA are prohibited from engaging in this type of conduct.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the General Manager. A complaint procedure is also provided in WPWMA's Anti-Harassment and Anti-Discrimination Policy. WPWMA will not retaliate against any employee who raises concerns in good faith. Anyone found to be engaging in any type of improper discrimination will be subject to disciplinary action, up to and including termination of employment.

REASONABLE ACCOMMODATIONS

WPWMA is committed to complying with all laws protecting qualified individuals with disabilities, as well as employees' religious beliefs and observances. This policy extends to all aspects of our employment practices, including but not limited to, recruiting, hiring, discipline, termination, promotions, transfers, compensation, benefits, training, leaves of absence, and other terms and conditions of employment. WPWMA will provide a reasonable accommodation for any known physical or mental disability of a qualified individual and/or employees' sincerely held religious beliefs and observances, provided the requested accommodation does not create an undue hardship for WPWMA and/or does not pose a direct threat to the health or safety of others in the workplace and/or to the individual. Similarly, employees may use accrued paid time off (if any) for their own religious holy days or to participate in their religious observances or practices; if accrued leave is not available, then an employee may request unpaid leave.

If you require an accommodation to perform the essential functions of your job and/or for your religious beliefs or observances, you must notify the General Manager. Once WPWMA is aware of the need for an accommodation, WPWMA will engage in an interactive process to identify possible accommodations. You may be asked to provide medical documentation supporting your need for accommodation. While WPWMA will consider any and all requests you may make, WPWMA retains the discretion as to what, if any, accommodation to provide.

LACTATION ACCOMMODATION

WPWMA provides accommodations to lactating employees who need to express breastmilk during work hours in accordance with applicable law. WPWMA will provide a room or other location (not a bathroom) for employees to express breastmilk in private. WPWMA will ensure that the lactation room or location will:

- Be in close proximity to the employee's work area, shielded from view, and free from intrusion while the employee is expressing milk;

- Be clean, safe, and free of hazardous materials;
- Contain a surface to place a breast pump and other personal items;
- Contain a place to sit; and
- Have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations needed to operate an electric or battery powered breast pump.

In addition, WPWMA will provide access to a sink with running water and a refrigerator suitable for storing milk (or other cooling device suitable for storing milk) in close proximity to an employee's workspace. In the event that more than one employee needs lactation space, WPWMA will discuss alternative options with the employees to determine what arrangement addresses their needs, such as finding an alternative space or creating a schedule for such use.

WPWMA shall also provide a reasonable amount of break time for an employee to express any breast milk each time the employee needs to do so. The break time, if possible, should run concurrently with any break time already provided to the employee. Break time for a nonexempt employee that does not run concurrently with rest time already authorized for the employee is unpaid. However, if the employee performs any work during such break, the employee must accurately record all time worked and WPWMA will compensate the employee for such time.

WPWMA prohibits any form of retaliation or discrimination against an employee for exercising or attempting to exercise any rights provided under the above policies. Any such conduct or violations of the above-referenced policies should be reported to the General Manager. Employees also have the right to file a complaint with the California Labor Commissioner for violation of a lactation accommodation right described in the policy above.

Section 3 – YOU AND YOUR JOB

EMPLOYEE CLASSIFICATIONS

Full-Time Employees

Full-time employees are those normally scheduled to work at least 40 hours per week, as determined by WPWMA in its sole discretion. As used herein, “full-time” is a general employee classification used by WPWMA for a variety of purposes, including to determine eligibility for benefits. In general, full-time employees are eligible for benefits provided by WPWMA.

Part-Time Employees

Part-time employees are those normally scheduled to work fewer than 40 hours per week, as determined by WPWMA in its sole discretion. Except where required by applicable law, part-time employees are not eligible for WPWMA-provided benefits.

Temporary Employees

Temporary employees are those employed to work on special projects for short periods of time, or on a “fill-in” basis. These positions are not intended to be a part of continuing operations. The employment status of temporary employees will not be changed due to an extension of employment in excess of that originally planned. Unless otherwise required by applicable law, temporary employees are not eligible for WPWMA benefits.

Non-Exempt Employees

Non-exempt employees include all employees who are covered by the overtime provisions of the federal Fair Labor Standards Act and/or California state law.

Exempt Employees

Exempt employees include all employees who are classified by WPWMA as exempt from the overtime provisions of the federal Fair Labor Standards Act and California state law.

If you have any questions concerning your employee classification or the benefits for which you qualify, please consult the General Manager or the applicable benefit plan document.

WORK HOURS

WPWMA’s normal operating hours are 7:00am to 5:00pm, Monday through Friday, and 8:00a.m. to 5:00 p.m. Saturday and Sunday. You will be assigned a work schedule and you will be expected to begin and end work according to the schedule and requested reporting/working times. In order to accommodate the needs of members of the public, affiliated agencies, and operational needs, it may be necessary to change individual work schedules on either a short-term or long-

term basis. Due to the nature of WPWMA's business, there may also be a need to respond and perform work outside of regular business hours.

WORKWEEK AND WORKDAY

WPWMA's workweek begins on Saturday at 12:00am and ends the following Friday at 11:59pm. WPWMA's workday starts at 12:00am and ends at 11:59pm. Your individual work schedule will be assigned by WPWMA.

WPWMA reserves the right to establish alternative workweek schedules (such as four ten-hour days or a 9/80 work schedule), where the needs of WPWMA are met. Employees will be advised of their applicable schedule. If any employee is provided with a 9/80 work schedule, the employee's workweek starts four hours into their scheduled 8-hour workday.

MEAL & REST PERIODS

Meal Periods. Employees are generally allowed to take meal periods (up to one hour in length) during their workday. Schedules allow for a 30-minute meal period. If an employee wants to take a 60-minute meal period, the employee must advise their supervisor and extend their shift by 30 minutes. Specific meal period times may be scheduled by the employee's supervisor in order to best serve operational needs. Non-exempt employees should note the timing of their meal periods on their time records.

Rest Periods. All employees are allowed to take a 15-minute paid rest period for each four-hour period of service. The rest period shall be taken at a time designated by the employee's supervisor. Rest periods may not be combined to shorten the workday or to extend the meal period.

TIMEKEEPING

All employees are required to keep accurate time records. Non-exempt employees must record their actual time worked for payroll and benefit purposes in accordance with WPWMA's timekeeping system. Nonexempt employees must record the time work begins and ends, as well as the beginning and ending time of each meal period. Nonexempt employees must also record departure from work for any non-work-related reason. Altering, falsifying, and tampering with time records is prohibited and subject to disciplinary action, up to and including termination of employment.

Exempt employees may also be required to record their time worked and report full and partial days of absence from work for reasons such as leaves of absence, sick leave, or personal business. WPWMA will draw from accrued leave and/or provide unpaid time off where consistent with wage and hour requirements.

It is your responsibility to review and sign your time record to certify the accuracy of all time recorded. Any errors in your timecard must be reported immediately in writing to your supervisor, who will attempt to correct legitimate errors.

ATTENDANCE AND PUNCTUALITY

Your dependability and regular attendance are essential functions of your job and are critical to the smooth operation of WPWMA business. WPWMA expects you to report to work on a reliable and punctual basis. Absenteeism, early departures from work, and late arrivals burden your fellow employees and WPWMA. If you cannot report to work due to illness or other compelling personal matter, you must notify your supervisor prior to the start of your workday.

Failure to correct an attendance or lateness pattern may result in disciplinary action, including but not limited to termination. Unexcused and/or unauthorized or excessive absenteeism likewise may be subject to disciplinary action, including but not limited to termination.

Individuals with disabilities may be granted reasonable accommodation in complying with this policy if undue hardship does not result to WPWMA's operations. However, regular attendance and promptness are considered part of each Employee's essential job functions.

If you fail to report for work or notify your supervisor of your absence for three consecutive workdays, WPWMA will consider you to have voluntarily resigned from your position. Exceptions may be made for extenuating circumstances or where required as a disability accommodation.

OVERTIME

From time to time, the workload may require WPWMA to request employees to work overtime. WPWMA will make an effort to fairly distribute overtime based on business necessity among the employees with the necessary skills, knowledge, and abilities. When possible, advance notification will be provided. Employees who refuse to work overtime shall be subject to corrective action, up to and potentially including termination.

WPWMA policy is that all overtime should be pre-approved whenever possible. WPWMA will pay any overtime worked, regardless if pre-approved. However, the working of overtime that has not been approved may be grounds for discipline, up to and including termination of employment.

All employees who are classified as "non-exempt employees," as defined under applicable laws or regulations, will be eligible for overtime pay. Exempt employees are not entitled to overtime pay. WPWMA follows the applicable state and federal laws when calculating overtime. Overtime is typically defined under federal law as hours worked by non-exempt employees in excess of forty (40) hours in a workweek. Please note that only actual hours worked in a given workday or work week apply in calculating overtime. In other words, vacation, sick leave, holidays, or other paid time off is not considered hours worked for purposes of calculating overtime. Employees are obligated to accurately report their overtime worked; any error in overtime payment must be reported in writing to management for correction.

PAYMENT OF WAGES

WPWMA's payroll is calculated on a bi-weekly basis. If the regular payday falls on a weekend or a holiday, payment will be made on the preceding workday. At their option, employees can opt

for direct deposit of wages. If a payday is to occur when an employee is on paid time off or another type of leave and if the employee has not elected direct deposit, payment will be available for in-person pick up at the office. Delivery or pick-up of a paycheck may be otherwise arranged if authorized in writing by the employee. Employees are obligated to verify the accurateness of wages paid and to notify WPWMA in writing of any errors so that they may be corrected expeditiously. Wages will be subject to deductions that are required by state and federal law.

Employees who have terminated employment will be paid final wages on or before the next regularly scheduled payday after their separation date.

REIMBURSEMENT OF EXPENSES/TRAVEL

If an employee incurs costs in connection with work performance, they are to submit a receipt for reimbursement on a weekly basis. Employees should obtain approval for work-related expenses from their supervisor prior to incurring the expenses.

For any work-related travel, reimbursement for mileage will be at the IRS-approved rate. Mileage reimbursement is considered complete payment of expenses related to use of a private vehicle, including insurance, repairs, fuel, and other vehicle-related costs. Employees are not entitled to mileage for their ordinary commute to and from their assigned work location but are entitled to mileage for (1) travel during the workday or (2) reporting to an alternate location that results in greater mileage than their regular commute (in which case the employee is entitled to receive mileage for the excess travel).

SEPARATION FROM EMPLOYMENT

Upon separation from employment with WPWMA, you must immediately return all WPWMA owned property, including but not limited to identification badges, keys, security access cards, documents, name tags, computers, computer records, and any other WPWMA property, to the General Manager.

Section 4 – BENEFITS

VACATION

WPWMA offers paid vacation to all full-time employees to provide a respite from work and believes that vacations are important for employee morale and productivity. Vacation shall be requested and approved in advance with the employee's supervisor, and is subject to approval based on staffing concerns, work demands, and other business considerations. WPWMA reserves the right, if necessary, to designate periods during which employees are expected to schedule their vacations in order to accommodate overall work schedules.

Vacation accrues per pay period as hours are worked beginning with the first day worked. Accruals are updated and posted on an employee's bi-weekly pay statements. Unused vacation carries over year-to-year; however, it will not accrue beyond the maximum accrual. Once the maximum accrual of vacation is reached, further accruals will cease until vacation is used and the balance falls below the maximum accrual. Accruals are calculated on the employee's standard scheduled hours. Overtime is not considered when calculating vacation.

Vacation will accrue as follows, subject to the indicated accrual caps:

Employee's Continuous Length of Service	Amount of per pay period Accrual	Amount of Vacation Days/Hours Accrued per Year	Maximum Accrual Cap
0 – 2 years	6.1538 hours	80 hours (10 days)	160 hours
2+ years – 4 years	7.3846 hours	96 hours (12 days)	192 hours
4+ years – 9 years	9.2308 hours	120 hours (15 days)	240 hours
9+ years – 19 years	12.3077 hours	160 hours (20 days)	320 hours
19+ years	15.3846 hours	200 hours (25 days)	400 hours

Vacation may not be accrued in excess of the applicable maximum accrual cap (detailed in the chart above). Once an employee's unused and accrued vacation reaches the maximum cap, the employee will not become eligible to accrue any additional vacation time until prior vacation time has been used and the accrued balance falls below the maximum accrual cap.

Vacation time is provided so that employees are better able to perform their job when they return. For this reason, WPWMA requires employees to take their vacation and does not permit employees to take pay in lieu of time off.

Employees who are out on an unpaid leave of absence do not accrue vacation while they are on leave. Planned vacations must be scheduled and approved by the employee's supervisor at least two (2) weeks in advance. Also, WPWMA, at its sole discretion, may require employees to take vacation at a particular time, and may also refuse a request for vacation where business needs dictate. WPWMA pays all accrued but unused vacation pay upon termination of employment.

Part-time and temporary employees are not eligible to earn vacation.

SICK LEAVE

WPWMA provides paid sick leave to all employees. Sick Leave may be taken for below prescribed purposes:

- The diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member;
- To attend legal proceedings, or to obtain medical treatment, counseling or other victims' services for domestic violence, sexual assault, or stalking; or
- Any other purpose outlined in this handbook (e.g., bereavement leave, qualifying act of violence leave, reproductive loss leave), as required by law.

A "family member" for these purposes is defined as a child (a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), a parent (a biological, adoptive or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), a spouse or registered domestic partner, a grandparent, grandchild, sibling, or "designated person." For purposes of this policy, "designated person" means a person identified by the employee at the time the employee requests paid sick leave. An employee can designate one person per 12 month period, measured from the time the employee first designates a person.

Accrual: Current employees will receive a lump-sum grant of forty (40) hours or five (5) days, whichever is greater, of paid sick leave each year on January 1. A newly hired employee will receive a lump-sum grant of forty (40) hours or five (5) days, whichever is greater, after working for 90 days. A lump sum grant will then be provided on January 1 in each subsequent year.

Use: Employees may begin using sick leave on their 90th day of employment. Employees can use up to 5 days or 40 hours (whichever is greater) of sick leave each calendar year.

Notice of Sick Leave: To the extent possible, employees must provide reasonable advance notice of their need for sick leave under this policy. If the need is not foreseeable, the employee must provide notice as soon as practicable. Sick leave will not constitute a break in service for the purpose of WPWMA benefits or seniority.

Separation of Employment: Upon separation of employment (voluntary termination, involuntary termination, etc.) employees are not entitled to be compensated for unused sick leave. However, previously unused paid sick days will be reinstated if an employee separates from employment and then is rehired within one year.

HOLIDAY PAY

WPWMA is closed and provides the following paid holidays to regular full-time employees:

- New Year's Day
- Third Monday in January (Martin Luther King Jr. Day)
- President Lincoln's Birthday
- Third Monday in February (President's Day)
- Memorial Day
- Independence Day
- Labor Day
- Second Monday in October (Indigenous Peoples' Day)
- November 11 (Veteran's Day)
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day
- Two floating holidays

Employees will be advised on which dates holidays will be observed and will be advised of changes in the holiday schedule.

When a specified holiday observed by WPWMA falls on a Saturday, the preceding Friday will normally be designated as the day of observation; and if the holiday falls on a Sunday, the following Monday will normally be designated as the day of observation. In all cases, WPWMA will, in its sole discretion, make the determination.

Part-time employees are not eligible for paid holidays.

To be eligible for holiday pay, eligible employees must work the last scheduled day before the holiday and the first scheduled day after the holiday, unless the employee is taking an excused absence on those days. Holiday pay does not count as "hours worked" for purposes of calculating an employee's entitlement to overtime during the week in which the holiday occurs. Holidays are paid at the rate of eight (8) hours per day for non-exempt employees. An employee on an

approved alternative workweek schedule will still be paid for eight (8) hours per holiday but can draw from accrued vacation to make up the difference in hours.

WPWMA may be open on a holiday due to business necessity. Employees will be given as much advance notice as possible if they are required to work on a holiday, although advance notice may not always be possible. If an employee is required to work on a holiday, the employee will receive regular pay for actual hours worked along with holiday pay.

Two floating holidays will be granted to each full-time employee at the beginning of each calendar year. If an employee is hired mid-year, any employee who is hired on or before June 30 will be granted two floating holidays; any employee hired on or after July 1 will be granted one floating holiday. If the floating holidays are not used during the calendar year in which they are granted, any remaining floating holiday(s) will be added to that employee's vacation bank for use at a later date.

RETIREMENT BENEFITS

WPWMA offers eligible employees the ability to participate in a voluntary 401(k) plan. Employees can self-fund the plan with their own contributions, subject to the limits of the plan and applicable IRS rules. WPWMA has the ability to make a discretionary contribution in accordance with the terms of the plan. See the Summary Plan Description for more information on this benefit.

HEALTH AND WELFARE BENEFITS

Group Health Insurance

WPWMA offers eligible employees with group health insurance benefits, with a portion of the monthly premium paid at the discretion of WPWMA. Eligible dependents can be covered at the employee's expense. Consult the applicable plan document for all information regarding eligibility, coverage, and benefits. Questions regarding any plans and eligibility requirements should be directed to the General Manager.

Dental and Vision Reimbursement

WPWMA offers eligible employees insurance benefits, subject to a mandatory employee contribution. Consult the applicable plan document for all information regarding eligibility, coverage, and benefits. Questions regarding any plans and eligibility requirements should be directed to the General Manager.

Health Reimbursement Arrangement

WPWMA also offers a Health Reimbursement Arrangement benefit which can be used to reimburse employees and eligible dependents for any out-of-pocket medical costs incurred by the employee or dependents.

LONG TERM DISABILITY INSURANCE

At WPWMA's discretion, it provides eligible employees with an employer-paid, long term disability policy. See the Summary Plan Description for complete information.

STATE DISABILITY INSURANCE

Each employee contributes a percentage of his or her pay up to a maximum amount proscribed by the State for State Disability Insurance (SDI) coverage. This is an employee-only contribution. Employees must apply for any SDI benefits directly with the State.

WORKERS' COMPENSATION

WPWMA provides workers' compensation insurance to all employees. It is essential for employees to immediately report any injury which occurs on the job.

SOCIAL SECURITY

Employees are covered under the Social Security system. This plan requires the employees to make contributions based upon a percentage of their salaries up to a stated amount.

Section 5 – EMPLOYEE RELATIONS AND EMPLOYER EXPECTATIONS

OPEN DOOR POLICY

WPWMA recognizes that employees will have suggestions for improving the workplace, as well as complaints about the workplace. The most satisfactory solution to a job-related problem or concern is usually reached through a prompt discussion with your supervisor or manager. Please feel free to contact your supervisor or manager with any suggestions and/or complaints.

If you do not feel comfortable contacting your manager or are not satisfied with your manager's response, please submit your complaint or suggestion in writing to the General Manager. The General Manager will review your written submission and provide you with a final resolution.

While WPWMA provides you with this opportunity to communicate your views, please understand that not every complaint can be resolved to your satisfaction. Even so, WPWMA believes that open communication is essential to a successful work environment and all employees should feel free to raise issues of concern and suggestions for improvement.

POLICY AGAINST HARASSMENT, DISCRIMINATION AND RETALIATION

All employees, applicants, and independents contractors ("workers") working for WPWMA are to be treated with respect and dignity. WPWMA is committed to providing a work environment that is free of unlawful harassment, discrimination and retaliation. In furtherance of this commitment, WPWMA strictly prohibits all forms of unlawful discrimination and harassment, including: discrimination or harassment on the basis of race (including traits historically associated with race, such as hair texture and hairstyles like braids, locks, and twists), religion, color, sex, gender (including childbirth, breast feeding and related medical conditions), gender identity or expression, sexual orientation, national origin, ancestry, citizenship status, military or veteran status, marital status, age (over 40), medical condition, genetic information, disability or any other category protected by applicable state or federal law.

Harassment and discrimination are against the law, and they are demeaning and harmful to both the victim and WPWMA. WPWMA will not tolerate harassment of, or discrimination against, its workers by managers, supervisors, co-workers, or anyone conducting WPWMA business. Similarly, WPWMA will not tolerate harassment of its workers by others with whom WPWMA has a business, service, or professional relationship (including clients and members of the public). Any such harassment will subject an employee to disciplinary action, up to and including immediate termination. WPWMA likewise prohibits its clients, customers, vendors, suppliers, independent contractors and others doing business with WPWMA from harassing our employees.

Examples of Prohibited Sexual Harassment: Sexual harassment includes a broad spectrum of conduct including harassment based on sex, gender, gender transition, gender identity or expression, and sexual orientation. By way of illustration only, and not limitation, some examples of unlawful and unacceptable behavior include:

- unwanted sexual advances;
- offering an employment benefit (such as a raise, promotion or career advancement) in exchange for sexual favors, or threatening an employment detriment (such as termination or demotion) for an employee's failure to engage in sexual activity;
- visual conduct, such as leering, making sexual gestures, and displaying or posting sexually suggestive objects or pictures, cartoons or posters;
- verbal sexual advances, propositions, requests or comments;
- sending or posting sexually-related messages, videos or messages via text, instant messaging, or social media;
- verbal abuse of a sexual nature, graphic verbal comments about an individual's body, sexually degrading words used to describe an individual, and suggestive or obscene letters, notes or invitations;
- physical conduct, such as touching, groping, assault, or blocking movement;
- physical or verbal abuse concerning an individual's gender, gender transition, gender identity or gender expression; and
- verbal abuse concerning a person's characteristics such as pitch of voice, facial hair or the size or shape of a person's body, including remarks that a male is too feminine or a woman is too masculine.

Other Examples of What Constitutes Prohibited Harassment: In addition to the above listed conduct, WPWMA strictly prohibits harassment concerning any other protected characteristic. By way of illustration only, and not limitation, such prohibited harassment includes:

- racial or ethnic slurs, epithets, and any other offensive remarks;
- jokes, whether written, verbal, or electronic;
- threats, intimidation, and other menacing behavior;
- inappropriate verbal, graphic, or physical conduct;
- sending or posting harassing messages, videos or messages via text, instant messaging, or social media; and
- other harassing conduct based on one or more of the protected categories identified in this policy.

If you have any questions about what constitutes harassing behavior, ask your supervisor or another member of management. Employees are also expected to behave and conduct themselves in a professional manner at all times in the workplace. Unprofessional behavior in the workplace, such as inappropriate comments, jokes, practical jokes, gestures, sexually related conversations or text messages, inappropriate touching of another employee (such as kissing, hugging, massaging, sitting on laps), and any other behavior of a sexual nature is prohibited.

Prohibition Against Retaliation: WPWMA is committed to prohibiting retaliation against those who report possible violations of this policy or participate in an investigation of alleged unlawful harassment, discrimination, or other wrongdoing in the workplace. By way of example only, participating in such an investigation includes, but is not limited to:

- Filing a complaint with a federal or state enforcement or administrative authority;
- Participating in or cooperating with a federal or state enforcement authority conducting an investigation of WPWMA regarding alleged unlawful activity;
- Testifying as a party, witness, or accused regarding alleged unlawful activity;
- Making or filing an internal complaint with WPWMA regarding alleged unlawful activity;
- Providing notice to WPWMA regarding alleged unlawful activity.

WPWMA is further committed to prohibiting retaliation against qualified employees who request a reasonable accommodation for any known physical or mental disability and employees who request a reasonable accommodation of their religious beliefs and observances. In addition, WPWMA will not penalize or retaliate against an employee who is a victim of domestic violence, sexual assault, or stalking for requesting leave time or changes in the workplace to ensure the employee's safety and well-being.

What You Should Do If You Feel Harassed, Discriminated Against or Retaliated Against

If you feel that you are being or have been harassed, discriminated against or retaliated against in violation of this policy by another employee, supervisor, manager, client, customer, vendor, independent contractor, or third party doing business with WPWMA, you must immediately contact the General Manager or any supervisor of WPWMA. In addition, if you observe harassment by another employee, supervisor, manager or non-employee, you must report the incident immediately to the individuals listed above.

Any individual who feels comfortable doing so should let a fellow employee know when that employee's behavior or comments are offensive or unwelcome, even if the situation does not rise to the level of a violation of this policy. However, individuals are not required to handle these situations on their own. If an individual is not comfortable handling a situation directly with

another employee, the individual should immediately report the conduct to one of the individuals listed above.

Supervisors who receive any complaint of harassment, discrimination or retaliation must promptly report such complaint to the General Manager.

Your notification of the problem is essential to us. We cannot help resolve a harassment problem unless we know about it. Therefore, it is your responsibility to bring your concerns and/or problems to our attention so we can take appropriate steps to address the situation. WPWMA takes all complaints of unlawful harassment seriously and will not penalize you or retaliate against you in any way for reporting a harassment problem in good faith.

Process for Investigating Complaints

WPWMA will abide by the following process when investigating reported instances of harassment, discrimination, and/or retaliation.

Process. WPWMA will investigate all complaints of harassment in a prompt, objective, and thorough manner, including interviews of those with relevant knowledge where appropriate. WPWMA's investigation will be designed to maintain, to the extent possible, the privacy and confidentiality of all parties involved. The General Manager is responsible for directing an investigation into such allegations and, in consultation with the supervisor where appropriate, for implementing appropriate remedial action, where warranted.

Resolution. After investigation, WPWMA will communicate in writing the confidential findings (i.e., "sustained" or "not sustained") to the complainant, the alleged harasser, and members of management with a legitimate need to know.

Appropriate Action. If there is a finding that harassment in violation of this Policy has occurred, WPWMA will take appropriate and immediate action to end any harassment and prevent its recurrence. This may include imposing discipline. Specific action taken will depend upon the specific circumstances.

Further Information

Employees are urged to contact the General Manager if they have any questions or concerns about this Policy.

In addition to this Policy, the State of California Civil Rights Department ("CRD") provides additional information regarding the legal remedies and complaint process available through the government agencies. If a worker thinks he or she has been harassed, discriminated against, or that he or she has been retaliated against for complaining, that person may file a complaint or obtain additional information from CRD at 1-800-884-1684 or <http://www.crd.ca.gov>.

Employees are required to periodically complete training on preventing sexual harassment in the workplace. While WPWMA will provide employees with the training module to complete, employees can also access training through the CRD's website at: <https://www.crd.ca.gov/shpt/>

Consequences of Policy Violation

Violation of this policy will subject an employee to disciplinary action, up to and including immediate termination. Moreover, any supervisor or manager who condones or ignores potential violations of this policy will be subject to appropriate disciplinary action, up to and including termination. Additionally, under California law, employees may be held personally liable for harassing conduct that violates the California Fair Employment and Housing Act.

WORKPLACE VIOLENCE

WPWMA recognizes that workplace violence is a valid concern among employers and employees alike. WPWMA is committed to providing a safe, violence-free workplace. In this regard, WPWMA strictly prohibits employees, consultants, members of the public, visitors, or anyone else on WPWMA premises or engaging in a WPWMA-related activity from behaving in a violent or threatening manner. Moreover, WPWMA seeks to prevent workplace violence before it begins and reserves the right to address certain behaviors, even in the absence of violent behavior.

WPWMA believes that prevention of workplace violence begins with recognition and awareness of potential early warning signs and has established procedures for responding to any situation that presents the possibility of violence.

Workplace violence is any act or threat of physical violence, harassment, intimidation, or other threatening disruptive behavior that occurs at the worksite, ranging from threats and verbal abuse to physical assaults and even homicide, that can affect and involve employees, clients, customers and visitors. If any employee observes or becomes aware of any of any workplace violence related actions or behavior by an employee, customer, consultant, visitor, or anyone else, he or she should notify the General Manager immediately. Further, employees should notify the General Manager if any restraining order is in effect, or if a potentially violent non-work-related situation exists that could result in violence in the workplace.

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, WPWMA will inform the reporting individual of the results of the investigation. To the extent possible, WPWMA will maintain the confidentiality of the reporting employee and of the investigation. WPWMA may, however, need to disclose results in appropriate circumstances, for example, in order to protect individual safety. WPWMA will not tolerate retaliation against any employee who reports workplace violence.

If WPWMA determines that workplace violence in violation of this policy has occurred, WPWMA will take appropriate corrective action and will impose discipline on offending employees. The appropriate discipline will depend on the particular facts but may include written or oral warnings, probation, reassignment of responsibilities, suspension, or termination. If the violent

behavior is that of a non-employee, WPWMA will take appropriate corrective action in an attempt to ensure that such behavior is not repeated. In addition to this policy, WPWMA has established a Workplace Violence Prevention Plan. For a copy of that plan, please see the General Manager.

CONFLICTS OF INTEREST

All employees are expected to conduct themselves with the highest standards of ethics, integrity, and honesty to prevent conflict between the interests of WPWMA and the personal interests of employees. Employees must avoid situations that could adversely affect or have the appearance of adversely affecting their judgment or actions in performing their duties.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee, a relationship, or an individual with a close personal relationship (including familial and residential relationships), as a result of WPWMA's business dealings.

Prior to hiring, any potential candidate who has a familial or other close personal relationship with a current employee must disclose the nature of the relationship. Personal or romantic involvement with a competitor, supplier, or subordinate employee of WPWMA also creates an actual or potential conflict of interest. Immediately upon awareness of any conflict of interest, an employee should fully disclose the relevant circumstances to the General Manager prior to engaging in the activity. WPWMA will determine whether a potential or actual conflict exists, and may take appropriate action based on the circumstances. Failure to disclose facts may result in corrective action, up to and including termination.

OUTSIDE EMPLOYMENT

Employees may hold outside jobs or engage in outside ventures, as long as they meet the performance standards of their job with WPWMA. All employees will be judged by the same performance standards and will be subject to WPWMA's scheduling demands, regardless of any existing outside work requirements.

If WPWMA determines that an employee's outside work interferes with their performance or the ability to meet the requirements of WPWMA as they are modified from time to time, the employee may be asked to terminate the outside employment if they wish to remain employed with WPWMA.

Consistent with WPWMA's Conflict of Interest policy, outside employment or ventures that conflict with WPWMA's operations are strictly prohibited. Employees may not receive any income or material gain from individuals outside WPWMA for materials produced or services rendered while performing their jobs with WPWMA.

In order to ensure that the requirements of this policy are satisfied and that no conflicts of interest exist, full-time employees are required to disclose and obtain advance approval before

undertaking any outside employment. If employees have outside employment at the time they are hired by WPWMA, those employees must disclose and obtain approval before continuing such employment.

STANDARDS OF CONDUCT

All employees are expected to conduct themselves in an appropriate manner for the circumstances in which they are working. Misconduct will not be tolerated and may lead to discipline or termination of employment.

Following is a list of typical violations of WPWMA's rules and regulations, but these are only examples:

1. Unauthorized absence
2. Conviction of a felony or misdemeanor involving moral turpitude
3. Disorderly or immoral conduct
4. Dishonesty
5. Incompetence or inefficiency
6. Insubordination
7. Neglect of duty
8. Negligence of, or willful damage to, waste of, or unauthorized use or theft of WPWMA supplies or equipment
9. Violation of WPWMA policies and/or procedures
10. Fraud in securing employment
11. Failure to meet reasonable work performance standards and requirements
12. Discourteous treatment of the public or other employees
13. Other failure of good behavior during duty hours
14. Engaging in harassment, discrimination, or retaliatory conduct
15. Possessing, manufacturing, distributing, selling, transferring, or using alcohol or illegal drugs in the workplace, while on duty, or while operating WPWMA-owned vehicles or equipment

This list is for illustrative purposes only; other types of conduct that are damaging to WPWMA's operations, security, or employee safety and welfare are also prohibited.

The provisions of this section do not modify or alter the at-will provisions contained in the At-Will Employment section of these Personnel Policies. The At-Will Employment section above sets forth the sole and entire agreement between you and WPWMA regarding the term of employment and the termination thereof. Thus, WPWMA is under no obligation to prove cause or justification for an employee's dismissal.

Consistent with WPWMA's at-will employment status, WPWMA reserves its right to use discretion in deciding when and how discipline is imposed. No formal system, procedure, or proof of cause is required.

DRIVING RECORD AND PRIVILEGES

All employees who are required to drive (whether their own vehicle or a WPWMA-supplied vehicle) in connection with their job duties are required to maintain an acceptable driving record.

Usage of Vehicles for Work Purposes: When driving on WPWMA business, vehicles must always be operated in a manner consistent with safe driving and applicable motor vehicle laws. Employees' primary responsibility when driving a motor vehicle for work-related purposes is driving the vehicle safely. Employees shall avoid engage in any behavior while driving that distract from safe vehicle operation. Employees are expected to comply with California law prohibiting the use of hand-held mobile devices for any calls while driving.

Insurance Requirement: Employees required to drive on WPWMA business must first provide proof of a current valid driver's license and current effective insurance coverage. It is the employee's responsibility to maintain the level of insurance required by California whenever driving in connection with work assignments. Employees are required to submit up-to-date insurance documents upon renewal and/or change of insurance coverage.

Prompt Notice of Accidents or Incidents: Any accidents or traffic violations must be reported to your supervisor immediately if they occur during your working hours and in the course of your duties. Failure to report an on-the-job motor vehicle accident, no matter how minor, will lead to disciplinary action, up to and including termination. You will be responsible for any tickets you receive while driving on WPWMA business whether in a WPWMA vehicle or your own personal vehicle. In addition, employees who drive for business purposes are required to notify WPWMA of any actions taken that impact their lawful driving privileges.

SMOKING PROHIBITION

WPWMA recognizes that smoking (defined to include any recreational inhalant, whether using tobacco or not) and tobacco use (including smokeless tobacco) in the workplace can adversely affect co-workers and members of the public. WPWMA is committed to a philosophy of good health and a safe work place. In keeping with this philosophy, it is important that the workplace

and office environment reflect WPWMA's concern for good health. Smoking and tobacco use, therefore, are not permitted inside WPWMA facilities or vehicles or on any WPWMA property. This prohibition includes but is not limited to cigarettes, pipes, smokeless tobacco, vaporizers, water pipes, e-cigarettes, marijuana (whether prescribed or not), and any other recreational inhalable.

Employees who wish to smoke or use tobacco products must limit their use to meal and rest periods when they are able to leave WPWMA property. This policy relates to all WPWMA areas at all times, including before and after normal working hours.

DRUGS & ALCOHOL

Substance abuse undermines the ability of WPWMA to operate its business in a safe and efficient manner. An employee's use of alcohol or drugs can adversely affect the quality of that employee's job performance, increasing the workloads for others and disrupting the goals of WPWMA. Substance abuse often results in increased absenteeism and tardiness, disruptive behavior, and inferior and delayed work product. Furthermore, substance abuse poses serious health and safety risks to the employee, co-workers, and clients. While WPWMA recognizes its employees' rights to their own lifestyle, substance abuse by employees may cause or contribute to accidents or other job performance problems. Accordingly, WPWMA has adopted this drug and alcohol free workplace policy.

For purposes of this policy, "controlled substance" means any drug defined as a controlled substance under California or federal law (including marijuana, which remains an illegal substance under federal law). The term also includes prescribed drugs not legally obtained and prescribed drugs not being used for the prescribed purposes. "Legal drug" means any drug, including any prescription drug or over-the-counter drug, that has been legally obtained and that is not unlawfully sold or distributed.

WPWMA strictly prohibits the unlawful use, possession, transfer, sale, manufacture, or distribution of alcohol or controlled substances while on WPWMA property. Additionally, employees must not report for work, conduct any WPWMA business, or be on WPWMA premises while under the influence of or impaired by alcohol or a controlled substance.

WPWMA also prohibits the abuse of any legal drug and working while impaired by a legal drug whenever such impairment might: (a) endanger the safety of the employee or some other person; (b) pose a risk of significant damage to WPWMA property or equipment; or (c) substantially interfere with the employee's job performance or the efficient operation of WPWMA business or equipment. Nothing in this policy is intended to diminish our commitment to employ and reasonably accommodate qualified disabled individuals. WPWMA will reasonably accommodate qualified disabled employees who must take legal drugs because of their disability and who, because of their appropriate use of such drugs, cannot perform the essential functions of their positions adequately or safely without accommodation. An employee should request an accommodation before engaging in conduct that could lead to discipline.

Any employee who violates this policy is subject to discipline, up to and including immediate discharge, even for a first violation. WPWMA may also bring the matter to the attention of appropriate law enforcement authorities.

WPWMA has an Employee Assistance Program (EAP) that can support employees and their families facing drug or alcohol abuse issues, and depending on an employee's health care plan selection, additional treatment and support options may also be available through the carrier. Employees should reach out to the General Manager with any questions about accessing these benefits.

PROHIBITION AGAINST SOLICITATIONS

Employees are generally prohibited from soliciting on WPWMA property. This includes a prohibition against the distribution or circulation of non-WPWMA written materials, for whatever purpose – whether community events, sales, politics, or other – on WPWMA property. On the limited occasions, such as for worthy charitable campaigns, where WPWMA provides prior express approval for a deviation from this policy, the solicitation may occur only during non-working time, such as during breaks or before work, and in non-working areas, such as break rooms.

EVALUATIONS OF EMPLOYEE PERFORMANCE

WPWMA recognizes the importance of on-going communication regarding employee performance. Therefore, employees will be provided analysis and constructive criticism on job performance on a regular basis. WPWMA's goal is to review every employee at least once a year, preferably on or around the employee's anniversary of employment. Supervisors are encouraged also to provide performance improvement plans and interim employee evaluations, at their discretion, whenever such feedback would be advantageous. Evaluations do not entitle employees to salary adjustments though they may be considered when salary adjustments are at issue.

Section 6 – LEAVES OF ABSENCE

CALIFORNIA FAMILY RIGHTS ACT

WPWMA provides eligible employees with family medical leave (“Family and Medical Leave”) under the California Family Rights Act (“CFRA”).

Reasons for Leave

Family and Medical Leave may be taken for the birth of the employee’s child, the placement of a child with the employee for adoption or foster care, to care for the employee’s spouse, domestic partner, child, parent, parent-in-law, grandparent, grandchild, sibling, or designated person who has a serious health condition, or for a serious health condition that makes the employee unable to perform his/her job. Leave can also be taken for certain military-related reasons as further detailed below. For purposes of this policy, a “serious health condition” does not include pregnancy or any related medical condition. For purposes of this policy, “designated person” means any person related by blood or whose association with the employee is the equivalent of a family relationship. An employee may identify the designated person at the time the employee requests leave. WPWMA limits an employee to one designated person per 12-month period for family care and medical leave.

Eligibility

To be eligible for Family and Medical Leave, an employee must have at least 12 months of service with WPWMA and must have worked at least 1,250 hours during the 12-month period preceding the date the leave is to begin.

Duration

Employees may take up to a maximum of twelve (12) workweeks of Family and Medical Leave within a 12-month period. WPWMA uses a “rolling” 12-month period to determine an employee’s eligibility for leave. The 12-month period is measured backward from the date an employee uses any Family and Medical Leave.

Leave may be taken intermittently (in blocks of time or on a reduced-time schedule) if the leave is for the serious health condition of the employee or the employee’s family member and if such intermittent leave is medically necessary as determined by the health care provider of the person with the serious health condition. The smallest increment of time that can be used for such leave is one-quarter of an hour (0.25).

Any leave taken for the birth, adoption, or foster placement of a child must be taken within one year of the birth or placement of the child with the employee. The minimum duration for leave taken in connection with the birth, adoption, or foster care placement of a child is two weeks, except that WPWMA shall grant a request for CFRA leave of less than two weeks on any two

occasions during the one year period following the birth or placement of the child with the employee.

Procedures

Please contact the General Manager as soon as you become aware of the need for Family and Medical Leave. If the leave is for the birth, adoption, or foster placement of a child, or for planned medical treatment for a serious health condition of the employee or family member, the employee must provide at least 30 days' advance notice before the leave is to begin. If 30 days' notice is not possible, notice must be given as soon as practicable. For any planned medical treatment, employees must consult with their supervisor regarding the need for leave and must make a reasonable effort to schedule any treatment so as to minimize disruption of WPWMA's operations. Actual scheduling is, however, subject to the approval of the patient's health care provider.

If the leave is needed for the employee's own serious health condition, the employee must provide a certification from the health care provider stating:

- i. the date of commencement of the serious health condition;
- ii. the probable duration of the condition; and
- iii. that the employee is unable to work at all or is unable to perform any one or more of the essential functions of his/her position because of the employee's serious health condition.

WPWMA will require certification by the employee's health care provider that the employee is fit to return to his/her job.

If the leave is needed to care for the serious health condition of a family member, the employee must provide certification from the health care provider stating:

- i. the date of commencement of the serious health condition;
- ii. the probable duration of the condition;
- iii. an estimate of the amount of time that the health care provider believes the employee needs to take in order to care for the child, parent, or spouse; and
- iv. confirmation that the serious health condition warrants the participation of the employee.

Recertification may be required if the employee requests an extension beyond the original certification.

Compensation

- (1) While receiving wage replacement benefits. For any period of time that an employee is eligible for and receiving any type of wage replacement benefits (i.e., disability benefits, SDI, PFL, and/or workers' compensation benefits), the employee is not required to use accrued vacation or sick leave in connection with his or her Family and Medical Leave. The employee may, however, choose to supplement these forms of wage-replacement payments with accrued paid leave on a pro rata basis, so long as the employee's pay does not exceed their normal wage. Should an employee desire to supplement SDI benefits with accrued vacation or sick leave, WPWMA will integrate benefits with paid leave.
- (2) While on otherwise unpaid leave. If an employee is on family and medical leave for his or her own serious health condition and is not receiving any wage replacement benefits from another source, the employee must use any available vacation or sick leave during the leave. (See Pregnancy Disability Leave policy for rule applicable to employees disabled by pregnancy). If an employee is on Family and Medical Leave to care for a family member or bond with a new baby, the employee must use all available vacation during the leave and, at the employee's choice, may use available sick leave.

Once all vacation or sick leave is exhausted (or if the employee has the choice and elects not to use it), Family and Medical Leave will continue on an unpaid basis for the remainder (if any) of the available 12-weeks. Any family and medical leave, whether paid, unpaid, or a combination thereof, will be counted toward the 12-week leave entitlement.

During any period of unpaid leave, employees will not continue to accrue vacation, sick leave, or any other forms of paid time off and will not be paid for holidays that occur during the leave.

Benefits

An employee taking Family and Medical Leave will be allowed to continue participating in any health and welfare benefit plans in which he/she was enrolled before the first day of the leave (for up to a maximum of 12 workweeks) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. WPWMA will continue to make the same premium contribution as if the employee had continued working, and the employee is expected to continue to pay his or her share of the monthly premiums (either by way of payroll deduction during any period of paid leave or by way of separate payment to WPWMA). The continued participation in health benefits begins on the date leave first begins.

Employees are eligible for a maximum of 12-weeks benefits continuation during any 12-month period, unless otherwise required by law. If leave lasts longer than 12 weeks and if the law does not otherwise require benefits to be continued, then the employee will be placed on COBRA and can opt for continued coverage at his or her own expense. An employee who does not return from leave may be required, under certain circumstances provided by the law, to reimburse

WPWMA for any employee contributions paid by WPWMA while the employee was on unpaid leave.

Qualified Exigency Leave

Eligible employees with a spouse, domestic partner, child, or parent on active duty or called to active duty in the armed forces of the United States may take up to the normal 12 weeks of leave because of any “qualifying exigency.” For purposes of this policy, “qualifying exigency” includes: (1) short-notice deployment; (2) military events and related activities; (3) childcare and school activities; (4) finance and legal arrangements; (5) counseling; (6) rest and recuperation; (7) post-deployment activities; and (8) additional activities agreed to by the employer and the employee.

- (1) Amount of Leave. For a qualifying exigency, an employee is entitled to a maximum of 12 weeks leave (when combined with leave for any other qualifying reason) in accordance with the rolling 12-month period measured backward.
- (2) Procedures. Please contact the General Manager as soon as you become aware of the need for any type of qualified exigency leave. Except in the case of exigency leave for short-notice deployment, WPWMA requires certification of the need for leave.

Reinstatement

Upon return from a Family and Medical Leave, an employee will be reinstated to his/her original position or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave.

For example, if an employee on Family and Medical Leave would have been laid off had he/she not gone on leave, or if the employee’s position has been eliminated during the leave, then the employee would not be entitled to reinstatement. An employee’s use of Family and Medical Leave will not result in the loss of any employment benefit that the employee earned or was entitled to before the leave.

As stated above, when an employee takes leave on account of the employee’s own serious health condition, WPWMA requires certification, prior to reinstatement, by the employee’s health care provider that the employee is fit to return to his/her job.

If an employee fails to report to work promptly at the end of the Family and Medical Leave and fails to obtain approval for an additional personal leave of absence, WPWMA will treat the failure to return as a voluntary resignation.

PREGNANCY RELATED DISABILITY LEAVE

Eligibility for Leave

WPWMA provides pregnancy disability leaves of absence without pay to eligible employees who are temporarily unable to work due to a disability related to pregnancy, childbirth, or related medical conditions. Employees who are affected by pregnancy or a related medical condition are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and can be reasonably accommodated. Where transfers are made based on the employee's health needs, the employee will receive the pay that accompanies the alternate position.

Procedures for Requesting Leave

An employee should make requests for pregnancy disability leave to her supervisor at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events. A health care provider's statement must be submitted verifying the need for pregnancy disability leave and stating:

- (a) The date on which the employee became disabled due to pregnancy, childbirth or related medical condition, or the date on which the need for a transfer became medically advisable;
- (b) The probable duration of the period or periods of disability or the need for transfer; and
- (c) A statement that, due to the disability, the employee is unable to perform one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons, or that the transfer is medically advisable.

Re-certification may be required if the employee requests an extension beyond the original certification. Any changes in this information contained in the health care provider's statement should be promptly reported to the General Manager.

Length of Leave

Full-time employees are normally granted unpaid leave for the period of the disability, up to a maximum of four months (or 17 1/3 weeks). Part-time employees are granted unpaid leave on a pro-rata basis. Pregnancy disability leave does not need to be taken in one continuous period of time, but can be taken on an as-needed basis. In other words, leave may be taken intermittently or on a reduced work schedule when determined medically advisable by the employee's health care provider. The smallest increment of time that can be used for such leave is 0.25 of an hour. WPWMA may transfer the employee to an alternate position or alter the existing job to accommodate intermittent leave or a reduced work schedule. The employee will receive the same pay and benefits in the alternate position.

Compensation and Benefits During Leave

- (1) During pregnancy leave, an employee may be eligible for wage replacement benefits in the form of state disability insurance (SDI). SDI benefits are administered by the California Employment Development Department (EDD) and are funded by way of payroll deduction. More information is available on EDD's website at www.edd.ca.gov.
- (2) During the unpaid portion of leave, an employee taking pregnancy leave must substitute all accrued sick leave before continuing on an unpaid basis. (While an employee receives SDI benefits, she can choose whether to supplement those benefits with accrued sick leave.) Substituted paid leave time will be counted toward the 17 1/3 week entitlement.
- (3) WPWMA integrates all available paid time off with SDI benefits (meaning that an employee can use a portion of available paid time off during any time the employee is receiving SDI benefits). This integration is intended to allow an employee to use available paid time off on a pro rata basis while receiving SDI in order to receive full compensation for a period of time. At no time while an employee is on pregnancy disability leave should an employee receive more than 100% of her normal compensation.
- (4) Employees on unpaid leave will not continue to accrue vacation and will not be paid for holidays during the leave, unless otherwise required by applicable law. For any time an employee is using a pro rata portion of accrued leave to integrate benefits with SDI, the employee will continue to accrue further paid leave benefits on a pro rata basis.
- (5) WPWMA will allow the employee to continue participating, as required by law, in any group health and welfare benefit plans in which the employee was enrolled before the first day of the leave (for up to a maximum of 17 1/3 work weeks) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of the pregnancy disability leave. The continued participation in health benefits begins on the date leave first begins. For any voluntary employee-funded contributions to savings or retirement plans, those contributions will continue to be made via payroll deduction during any period of paid leave. During any period of unpaid leave, those voluntary contributions will not be made.

Return to Work

- (1) So that an employee's return to work can be properly scheduled, an employee on pregnancy disability leave must provide the General Manager with at least two weeks' advance notice of the date she intends to return to work.

- (2) When a pregnancy disability leave ends, an employee will be reinstated to her original position or to a comparable position with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee on Pregnancy Leave would have been laid off had she not gone on leave, or if the employee's position has been eliminated during the leave and there is no comparable position available, then the employee would not be entitled to reinstatement. An employee's use of pregnancy disability leave will not result in the loss of any employment benefit that the employee earned or was entitled to before the leave.
- (3) An employee returning from pregnancy disability leave must submit a health care provider's verification of his/her fitness to return to work.
- (4) If an employee fails to report to work promptly at the end of the pregnancy disability leave, WPWMA will assume that the employee has resigned.

BEREAVEMENT LEAVE

In the event of a death in the immediate family, an employee may be granted a leave of absence not to exceed five (5) days. Leave does not need to be taken all at once, but must be concluded within ninety (90) days of the death. Bereavement leave is unpaid, but the employee has the option to use accrued vacation or sick leave. Certification of the death may be required by the General Manager. For purposes of this policy an employee's immediate family is defined to include spouse, parents, children, brother, sister, grandparents, father-in-law, mother-in-law, sister-in-law, brother-in-law, domestic partner, or any other person who is a legal dependent of the employee.

REPRODUCTIVE LOSS LEAVE

WPWMA provides Reproductive Loss Leave to eligible employees.

Reproductive Loss Event

A reproductive loss event is any of the following:

- Miscarriage
- Stillbirth
- Failed adoption
- Failed surrogacy
- Unsuccessful assisted reproduction

Eligibility

To be eligible for Reproductive Loss Leave, an employee must have worked for WPWMA for at least 30 days prior to the start of the leave. An employee can take leave following their own reproductive loss event or that of another person – such as a spouse or domestic partner – if the employee would have been the parent of the child born or adopted. Employees are not required to submit documentation in support of their leave request.

Timing and duration of leave

An eligible employee may take up to five days' leave for each reproductive loss event. Reproductive Loss Leave does not need to be taken on consecutive days but must be completed within three months of the date of the event. This means employees can choose to take all five days at once or break up the days over a longer period, as long as their leave is completed within three months.

Reproductive Loss Leave is separate from, and in addition to, other types of leave to which employees are entitled (such as leave under the California Family Rights Act (CFRA) or California's Pregnancy Disability Leave law (PDL)). If an eligible employee is taking leave under any other state or federal leave entitlement, prior to or immediately following the reproductive loss, then the employee shall complete their Reproductive Loss Leave within three months after the end of their other leave.

If an employee experiences more than one reproductive loss event within a 12-month period, reproductive loss leave time is limited to a total of 20 days within a 12-month period.

Pay during Reproductive Loss Leave

Employees can use any available vacation or sick leave to cover their Reproductive Loss Leave. Otherwise, reproductive loss leave is unpaid.

Confidentiality and No Retaliation

WPWMA will maintain the confidentiality of any employee requesting Reproductive Loss Leave. WPWMA will not retaliate against an individual for exercising any rights regarding Reproductive Loss Leave.

JURY DUTY

An employee summoned for jury duty must immediately notify the General Manager. WPWMA will provide employees time off if required to serve, as required by law, on a jury or grand jury if the employee provides reasonable advance notice. Employees will receive their regular rate of pay for up to but not exceeding a total of five days per year while they are actually serving on jury duty. Employees are required to provide advance notice, provide daily evidence of service, reimburse WPWMA for whatever remuneration is received from the court for jury service, and return to work whenever they are excused or released early.

WPWMA will also provide employees with time off to appear in court or other judicial proceedings as a witness to comply with a valid subpoena or other court order. In those instances, the Employee can use their accrued vacation or take time off without pay (unless otherwise required to maintain exempt status).

TIME OFF TO VOTE

WPWMA encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule. If employees are unable to reach a polling place during their non-working hours, WPWMA will grant up to two hours of paid time off to vote.

Employees must request time off to vote from their supervisor at least two working days prior to the Election Day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule. Employees must submit a voter's receipt on the first working day following the election to qualify for paid time off.

MILITARY LEAVES

WPWMA will grant employees a military leave of absence to the extent required by applicable law.

CRIME VICTIMS' LEAVE

WPWMA will provide time off to an employee to attend judicial proceedings related to a crime, if that employee is a victim of crime, an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim. WPWMA requires that where feasible, in advance of taking leave, the employee provide it with a copy of the notice of each scheduled proceeding that is provided to the victim by WPWMA responsible for providing notice. If advance notice is not possible, the employee is required to provide WPWMA with a copy of the notice within a reasonable time.

No employee who is absent from work pursuant to this provision will be discharged or otherwise discriminated against in compensation or other terms, conditions or privileges of employment, because of such absence. Such leave is unpaid. Employees taking leave under this policy may elect to apply vacation time to such leave.

Section 7 – OPERATIONAL POLICIES

DRESS CODE AND PERSONAL APPEARANCE

Although there is no official WPWMA-wide dress code, some departments have dress guidelines and may require you to wear a uniform or work shirt. You are expected to wear clothing appropriate to your job and work site. Your clothing and appearance should be neat, clean, in good business taste, and not constitute a safety hazard. We expect all employees to use good judgment with respect to their dress and appearance and to present a neat, well-groomed appearance and a courteous disposition.

Employees shall dress and present themselves in an appropriate manner. Although WPWMA allows a relaxed dress code during regular workdays, all clothes must be consistent with a business environment. When presenting to the Board of Directors, employees are expected to wear professional business attire; jeans are not acceptable. Employees who report to work in unacceptable attire may be requested to leave work and return in acceptable attire. Such time away from work will be without pay.

REQUIRED APPAREL, PROTECTIVE GEAR AND FOOTWEAR

On certain occasions and for certain positions, employees may be provided with and directed to wear WPWMA attire during working hours. WPWMA provides the required attire to the Employee, and it is the Employee's obligation to ensure that it is laundered and appropriately maintained. At the conclusion of employment, Employees may be asked to return the attire.

Certain personal protective equipment or gear may be provided by WPWMA as deemed necessary by the General Manager at no cost to the employee.

WPWMA provides field employees with a boot stipend of \$150.00/year. A prorated amount is provided to an eligible employee with the employee's first pay check. Thereafter, a stipend of \$150.00 is provided, as taxable wages, with the first paycheck in January of each calendar year.

WPWMA PROPERTY

Electrical devices, desks, vehicles, equipment, etc., that are WPWMA property must be maintained according to WPWMA rules and regulations. They must be kept clean and are to be used only for work-related purposes. Desks, lockers, cabinets, and equipment are provided for the convenience of employees at WPWMA's expense. WPWMA reserves the right to open and inspect these items as well as any contents, effects, or articles kept within them. Such an inspection may be conducted before, during, or after working hours by any supervisor, manager, or security personnel designated by WPWMA. Employees are required to cooperate with any investigation or inspection request of the employer.

CONDUCTING PERSONAL BUSINESS

Employees are to conduct only WPWMA business while at work. Employees may not conduct personal business or business for another employer or entity during their scheduled working hours.

Everyone has a need to make or receive personal telephone calls from time to time for a variety of reasons: to check on a sick child, arrange transportation, make a doctor's appointment, etc. Personal calls should be made and personal messages sent during the employee's rest breaks and meal periods. Employees can make and receive emergency calls during working hours. Conducting excessive personal business during working hours will result in disciplinary action.

TECHNOLOGY USAGE POLICY

WPWMA uses various forms of technology in connection with its business, which – depending on the employee's position – could include computers, e-mail, telephones, tablets, Internet, cell phones, telephones, voicemail, scanners, and printers. These resources are collectively referred to as "Technology Resources." All Technology Resources, including all information stored thereon, remain the sole property of WPWMA and are intended to be used for WPWMA business. WPWMA allows incidental personal use of Technology Resources, provided it occurs during breaks or lunch and provided it does not interfere with WPWMA business, provided, however, that Employee requests permission to use incidental personal Technology Resources and his or her supervisor grants such permissive use.

Employees must abide by the following guidelines when using WPWMA's Technology Resources:

- Technology Resources are intended for business use only – incidental or occasional use during non-working time is permitted.
- All electronic information created by any employee using any Technology Resources is WPWMA's property.
- Personal passwords may be used for purposes of security, but the use of a personal password on Technology Resources does not affect WPWMA's ownership of the electronic information. WPWMA reserves the right to request and/or override employee passwords on Technology Resources for any reason.
- WPWMA (or individuals acting on its behalf) may monitor and access any information created, transmitted, or stored on any Technology Resource. Employees should not have an expectation of privacy with respect to any information placed or stored on any of WPWMA's Technology Resources.
- Installing or downloading software of any kind on WPWMA's Technology Resources is prohibited without prior permission from your supervisor.

- Internet is for business use only—incidental and occasional personal use is permitted during non-working hours.
- WPWMA provides email addresses/accounts to its employees for business use—incidental and occasional personal use is permitted.
- Employees should never use WPWMA's Technology Resources to access or send any inappropriate, offensive, discriminatory, harassing, or obscene information. Violations may result in disciplinary action up to and including termination.
- Employees must always take sufficient precautions when using Technology Resources to safeguard WPWMA's proprietary and confidential information.

Wherever incidental personal use is allowed, if an employee abuses the incidental use privilege, then permission can be revoked. Employees must also remember that WPWMA has a right to access and review any and all usage of Technology Resources. As a result, employees should not have any expectation of privacy with respect to any information stored on or sent with Technology Resources.

CELL PHONES

In certain instances, WPWMA will issue WPWMA cell phones to employees. Any WPWMA-issued phones are to be used for work matters only and should not be used for personal reasons. Personal cell phones should be used for personal reasons at break and lunch times only, unless in an emergency. Employees are not expected to use their personal cell phones for work-related purposes. If any business-related use of a personal cell phone should occur, employees are expected to request reimburse for the business-related cost.

HEALTH & SAFETY

WPWMA is committed to providing a safe and healthy workplace. The safety of every employee is a fundamental consideration for WPWMA, and all reasonable precautions will be taken to protect employees from injury. In order to promote safety in the workplace, WPWMA expects employees to conduct business and perform their duties in a safety-conscious manner at all times. All work areas must be kept clean, and free of clutter and debris. WPWMA also expects all employees to refrain from horseplay and careless behavior in the workplace. Any hazards or potentially dangerous conditions must be corrected promptly and/or reported to a supervisor.

ACCIDENT REPORTING

If you are involved in an accident or sustain (or witness) an occupational injury, you must report the matter to your supervisor or to the General Manager promptly. WPWMA has an established procedure for addressing accidents and workplace injuries, and you are expected to abide by it. Any potentially unsafe working condition, unsafe action on the part of any employee, hazardous condition, or other safety concern should be brought to the immediate attention of the General

Manager. WPWMA complies with all applicable health and safety regulations, including the establishment of an Injury and Illness Prevention Program. Please see the General Manager to review the Injury and Illness Prevention Program, or if you have any other questions.

REMOTE WORK

Working remotely or from home occasionally (or even a regular telework arrangement) may be appropriate for some employees and some jobs, and under certain circumstances at the sole discretion of WPWMA. Onsite presence and collaboration onsite is required for most, however, and regular teleworking is not allowed without prior written approval from your supervisor.

Keep in mind that approval of any remote work arrangement may be revoked at any time. Effort will be made to provide adequate notice of any change to such an arrangement, but there may be instances where no notice is possible. Working remotely is not an entitlement; it is not a WPWMA-wide benefit; and it in no way changes the terms and conditions of employment with WPWMA.

REIMBURSEMENT FOR LICENSES AND CERTIFICATES

If an employee is required to maintain a professional license, certification, or registration as a condition of employment, WPWMA will reimburse the employee for the actual cost of maintaining and renewing that license, certificate, or registration. WPWMA will not pay any additional fees if the license was not renewed on time or was allowed to lapse.

Fees for California Class C driver's licenses shall not be reimbursed under this provision (even when a driver's license is required as a condition of the position held). Reimbursement shall be provided for the portion of license renewal attributable to a Class A or Class B license fee and/or hazardous material endorsement fee, where such licenses and/or endorsements are required by the job description.

ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE PERSONNEL POLICIES

Employee Name: _____

I acknowledge that I have received a copy of the Personnel Policies, issued by the Western Placer Waste Management Authority ("WPWMA" on _____. I have read its contents. I agree to observe and abide by the conditions of employment, policies, and rules contained in these Personnel Policies. I understand that these Personnel Policies refer to current benefit plans maintained by WPWMA and that I must refer to the actual plan documents and summary plan descriptions as these documents are controlling.

I understand and agree that nothing in the Personnel Policies creates or is intended to create a promise or representation of continued employment and that my employment at WPWMA is "at-will." This means that my employment is for no definite period and may be terminated by me or by WPWMA at any time and for any reason with or without cause or advance notice. I also understand that I do not have a property right in my position and that I can be terminated or disciplined without the right to any hearing or evidentiary appeal. I understand that WPWMA retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and WPWMA.

I also acknowledge receipt of WPWMA's anti-harassment and discrimination policy set forth in these Personnel Policies, and I certify that I have read it, understand it, and agree to comply with its terms and conditions.

I understand that if I violate the rules, policies, and procedures set forth herein that I may be subject to discipline, up to and including termination of my employment. These Personnel Policies supersede all prior agreements, understandings, and representations concerning my employment. I understand that if I have questions regarding the Personnel Policies that I can discuss with my management team or the General Manager.

Signature

Date

Print Name

MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY

TO: **WPWMA BOARD OF DIRECTORS** DATE: **NOVEMBER 13, 2025**
FROM: **SCOTT SCHOLZ / ERIC ODDO** 
SUBJECT: **ITEM 9B: LFG BENEFICIAL USE PROJECT SELECTION**

RECOMMENDED ACTION:

1. Authorize staff to initiate formal contract negotiations with Ameresco, Inc. for operation of a landfill gas (LFG) to energy facility at the Western Regional Sanitary Landfill (WRSL).
2. Determine that the recommended action is categorically exempt pursuant to California Environmental Quality Act Guidelines Section 15301.

BACKGROUND:

RFP Development and Issuance

At the November 10, 2022 meeting, your Board directed staff to develop a Request for Proposals (RFP) and conduct the public procurement process related to the beneficial use of LFG generated at the WRSL. In conjunction with legal counsel, staff prepared the RFP which allowed entities flexibility in proposing the beneficial use (e.g., electricity, pipeline injection of renewable natural gas, vehicle fuel, etc.) they deemed most appropriate and economically viable for the site.

On July 7, 2025, Placer County Procurement, on behalf of the WPWMA, issued the RFP through its “Bids and Tenders” web-based procurement platform. This platform enables firms to receive email updates on the procurement process, upload proposals electronically, and digitally acknowledge all applicable policies, thereby reducing the potential for incomplete or unresponsive submissions. 20 entities registered for the project via Bids and Tenders.

Pre-Proposal Conference and Site Visit

On Wednesday July 23, 2025, staff conducted a non-mandatory pre-proposal conference and site visit to allow potential proposers to ask questions about the procurement process and observe LFG-related site conditions; 10 firms attended the meeting.

Proposal Submission

Proposal submissions were due to Procurement by 5 pm on September 2, 2025 via Bids and Tenders, and proposals were received from the following firms: 1) Ameresco, 2) Energy 2001, 3) Redtail Renewables, 4) Sagepoint Energy, 5) Terreva Renewables, 6) Viridi Energy, and 7) Waga Energy.

Proposal Evaluation

An evaluation committee comprised of the WPWMA's General Manager, Program Manager, Senior Civil Engineer and Waste Management Operations Superintendent

reviewed and ranked the proposals for the purposes of selecting the top-ranked firms to participate in interviews. The evaluation committee unanimously scored Ameresco and Waga Energy as the top-ranked firms.

The evaluation committee, in conjunction with Directors Halldin and Reedy, conducted interviews of these two firms on October 28, 2025. The final ranking following the interviews is presented below.

Criteria	Max Points	Ameresco	Waga Energy
Qualifications & Experience	25	21.7	16.7
Project Description	20	20.0	16.7
Compensation Proposal to WPWMA	40	10.0	6.0
Firm's Response to the Interview	15	31.7	18.3
Total	100	83.3	57.7

Proposed Beneficial Use

Ameresco has proposed to form a joint venture with Energy 2001 to continue generating and selling electricity produced from LFG. Under the proposed arrangement, Ameresco will be the contractually responsible entity for operating the facility and interacting with the WPWMA.

ENVIRONMENTAL CLEARANCE:

The recommended action is categorically exempt from further environmental review pursuant to Section 15301 "Existing Facilities" of the CEQA guidelines as Ameresco has proposed to continue the existing operation without any significant changes to the operation or infrastructure.

FISCAL IMPACT:

This is no direct fiscal impact associated with the recommended action of authorizing negotiations.

Ameresco provided two different royalty payment models that could result in anticipated annual revenues to the WPWMA of between \$1.5 and \$1.6 million. As part of the negotiation efforts, staff will explore both options in more detail with Ameresco to maximize both monetary value and revenue stability to the WPWMA.

STRATEGIC PLAN/GOALS:

GOAL 2 – Enhance economic development and investment in innovation.