



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

JANUARY 8, 2026 5:30 PM

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

The WPWMA Board of Directors JANUARY 8, 2026 meeting will be open to in-person attendance. Meetings will be broadcast live on the WPWMA's YouTube channel <https://www.youtube.com/@wpwma>

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

1. Call Meeting to Order
2. Pledge of Allegiance (Director Reedy)
3. Roll Call
4. Statement of Meeting Procedures
5. Public Comment

This is a time when persons may address the Board regarding items not on this Agenda. It is requested that comments be brief, since the Board is not permitted to take any action on items addressed under Public Comment.
6. Announcements & Information
 - a. Report from the General Manager (Scott Scholz) ---
 - b. Financial Reports (Stephen Fink) Pg. 3
 - c. Monthly Tonnage Reports (Will Scheffler) ---
 - d. Operator Update (FCC) ---
 - e. Facility Projects Update (Ryan Schmidt) Pg. 5
 - f. Site Wide Odor Plan Annual Update (Sara Lyon) Pg. 7
7. Action Items
 - a. Minutes of the Board Meeting held November 13, 2025 Pg. 11
Approve as submitted.

- b. Agreement with CB Pacific and Wunderlich-Malic Engineering, Inc. for Server and SCADA Services (Ryan Schmidt) Pg. 15
 - 1. Authorize the Chair to execute an Agreement with CB Pacific and Wunderlich-Malec Engineering, Inc. for server upgrade and SCADA software services in an amount not-to-exceed \$215,392.
 - 2. Determine the recommended action is exempt pursuant to California Environmental Quality Act Guidelines Section 15301.
- c. First Amendment to the General Manager Employment Agreement (Ethan Walsh) Pg. 49
 - 1. Approve and authorize the Chair to sign the First Amendment to the General Manager Employment Agreement to provide a three percent salary increase.
 - 2. Determine the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.
- 8. Reports from Directors
- 9. Upcoming Agenda Items

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

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

Year-to-Date
November 2025

	Year to Date				
	Annual Budget	Budget	Actuals	\$ Variance	% Variance Notes
Revenue					
42005:Fair Market Value Adjustment	-	-	-	-	
42010:Investment Income					
Interest / Investment Income	837,480	348,950	477,658	128,708	36.9% Placer County Investment Income performing better than budgeted
Interest with Fiscal Agent	290,747	121,145	181,518	60,374	49.8% Series A Bond 2022 interest performing better than budgeted
42030:Rents and Concessions	508,130	211,721	119,020	(92,701)	-43.8% No royalties from Energy 2001 received for October and November. In addition, royalties are less than projected.
44270:State Aid - Other Programs	3,997,286	-	-	-	No Cal Recycle grant revenue received YTD.
46240:Sanitation Services - Other	28,278	-	-	-	This will post via a reclass at the end of fiscal year, roads improvements related revenue.
46250:Solid Waste Disposal	50,468,847	20,641,307	20,846,777	205,470	1.0% Trending slightly better than budgeted
46360:Other Fees and Charges	-	-	174	174	
48030:Miscellaneous	50,000	20,833	226,528	205,694	987.3% Financing fees and liquidated damages assessment against FCC
49040: Gain/Loss on Fixed Asset Disposal	-	-	-	-	
49080: Operating Transfers In	-	-	-	-	
Total Revenue	56,180,768	21,343,956	21,851,674	507,719	2.4%
Expenses					
Capital Assets:					
54430:Buildings & Improvements	4,278,954	1,032,601	-	1,032,601	100.0% No Charges realized from FCC YTD.
54450:Equipment	1,844,811	461,203	206,814	254,389	55.2% 1.2 million equipment costs expensed in FY2025. Vehicles only purchased in FY2026.
54470:Infrastructure	2,230,000	200,000	-	200,000	100.0% No charges realized YTD.
54480:Land Improvements	1,200,000	350,000	190,164	159,836	45.7% Costs predominately related to Module 6 construction and repairs, minimal charges paid YTD.
Operating Expenses:					
51010:Wages and Salaries	3,785,509	1,577,295	1,464,853	112,443	7.1% Senior Scale house position open, Exec Admin position, and Associate Engineer position unfilled.
52030:Clothing and Personal	7,950	3,313	2,615	698	21.1%
52040:Communication Services Expense	7,500	3,125	2,614	511	16.4%
52050:Food	1,000	417	1,411	(994)	-238.5% Drinking water, Lunch and Learn food purchases, BOD food purchases
52060:Household Expense	1,500	625	502	123	19.7%
52080:Insurance	837,300	348,875	391,400	(42,525)	-12.2% Alliant insurance services higher than projected. In addition, vehicle 6 month policy purchased for 6k.
52140:Parts	1,000	417	1,828	(1,411)	-338.7% Seat covers and floor mats for new Colorados 1.2k
52160:Maintenance	104,508	43,545	46,189	(2,644)	-6.1% Timing differences of maintenance needs.
52161:Maintenance - Building	15,000	15,000	1,432	13,568	90.5% Limited YTD Building Maintenance
52170:Fuels & Lubricants	30,000	12,500	8,483	4,017	32.1% Anticipated projects not yet started, Parking lot grading, west property berms.
52180:Materials - Buildings & Improvements	10,000	4,167	10,373	(6,206)	-149.0% Perf Pipe and End Caps for Mod 6 LCRS Expansion, \$5.3k. 2 Generators \$2.6k, Leachate
52220:Laboratory Supplies	12,500	3,125	4,777	(1,652)	-52.8% Additional California Lab order/testing for SW1 related to Leachate spill.
52240:Professional / Membership Dues	12,000	3,000	3,510	(510)	-17.0%
52250:Services and Supplies	3,000	1,250	-	1,250	100.0%
52260:Misc Expense	200	83	30	53	64.0%
52320:Printing	20,000	8,333	25,362	(17,029)	-204.3% New Scalehouse ticket vendor charging higher than expected. Reverting back to old vendor.
52330:Other Supplies	32,000	13,333	6,240	7,093	53.2%
52340:Postage	3,000	1,250	1,207	43	3.4%
52360:Prof. & Special Svcs - General	3,552,546	1,480,228	908,098	572,130	38.7% No SCS bills for Sept, Oct & Nov, Gas Extraction and Water Monitoring
52370:Professional and Special Services - Legal	300,000	125,000	29,590	95,410	76.3% No Sept bill from BBK. Legal needs trending lower than budget.
52380:Prof. & Special Svcs - Tech., Eng. & Env.					
SC3140 Building Maintenance Install and Repair Ser	25,000	10,417	10,642	(225)	-2.2% 3D technology services removal and replacement of 2 flare tower cameras July \$9k
SC3180 MRF Operations	29,847,543	11,021,809	11,713,732	(691,923)	-6.3% More waste is going toward MRF for initial processing, rather than direct haul to landfill.
SC3190 Landfill Operations	2,958,654	1,232,773	653,115	579,657	47.0% More waste is going toward MRF for initial processing, rather than direct haul to landfill.
SC3320 Environmental and Ecological Services	40,000	16,667	-	16,667	100.0% Lower than projected Placer County Environmental Utilities staff costs.
SC3322 Hazardous Waste	500	208	77,291	(77,083)	-36999.7% Required hydroseeding done during October.
52390:Prof. & Special Svcs - County	138,000	57,500	-	57,500	100.0% 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	41,667	48,340	(6,673)	-16.0% Placer County IT Core Charges and Countwide Systems billings trending higher than budget.
52440:Rents and Leases - Equipment	100,000	41,667	27,313	14,354	34.4% Dozer rental, Holt of California. Regrade the surface of landfill for water damage.
52450:Rents and Leases - Buildings & Improvements	100	42	-	42	100.0%
52460:Small Tools & Instruments	3,000	1,250	1,559	(309)	-24.7%
52470:Employee Benefit Systems	20,000	8,333	9,710	(1,377)	-16.5% HR ISF charges trending higher than budget
52480:PC Acquisition	50,000	12,500	1,790	10,710	85.7% Minimal PC purchases YTD.
52510:Commissioner's Fees	6,000	2,500	1,400	1,100	44.0%
52540:Signing & Safety Material	15,000	6,250	94	6,156	98.5%
52560:Small Equipment	10,000	4,167	13,262	(9,095)	-218.3% McElroy Fusion Welder Accessories, \$9.2k
52570:Advertising	506,635	211,098	141,217	69,881	33.1% More spending to come later in the year.
52580:Special Department Expense	10,000	2,500	1,956	544	21.8%
52781:Employee Engagement Expense	2,500	1,042	341	701	67.3%
52785:Training / Education	15,000	3,750	163	3,587	95.7% Training/education to be done later in the year.
52790:Transportation and Travel	30,000	12,500	6,757	5,743	45.9% No fleet costs after July 2025, WPWMA purchased vehicles, annual cost should be closer to 10k.
52800:Utilities	160,000	66,667	54,253	12,414	18.6% Trending lower than projected YTD, sewer fees are billed annually later in the fiscal year.
52810:Operating Materials	2,000	833	-	833	100.0%
53050:Debt Issuance Costs	-	-	-	-	
53060:Bond Interest	4,360,770	2,180,385	-	2,180,385	100.0% No interest paid YTD.
53190:Taxes and Assessments	426,602	106,651	57,831	48,820	45.8% NOV-5953 Accrued at \$170k, Actual Settlement of \$50k. Creating a \$120k Annual Budget Surplus.
53250:Contributions to Other Agencies	287,895	287,895	287,895	-	0.0%
53390:Transfer Out A-87 Costs	15,000	6,250	4,360	1,891	30.2%
55510:Operating Transfer Out	-	-	-	-	
55561:Interfund/Intrafund Activities Out	-	-	-	-	
59000:Appropriation for Contingencies	-	-	-	-	
Total Expenses	57,540,477	21,026,002	16,420,510	4,605,492	21.9%
Net Income/(Loss)	(1,359,708)	317,954	5,431,165	5,113,210	1608.2%
Additional non Income Statement Transactions:					
Bond Proceeds	5,373,765	1,843,803	-	1,843,803	100.0%
Planned use of Reserves	2,850,000	1,187,500	-	1,187,500	100.0%
Total with Bond Proceeds and Reserves	6,864,057	3,349,257	5,431,165	8,144,514	243.2%

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.

PAGE INTENTIONALLY LEFT BLANK

**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS**
FROM: **SCOTT SCHOLZ / RYAN SCHMIDT** *RS*
SUBJECT: **ITEM 6E: FACILITY PROJECTS UPDATE**

DATE: **JANUARY 8, 2026**

RECOMMENDED ACTION:

None. This item is for information purposes only.

BACKGROUND:

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

MRF Improvements

Phase 2 – Maintenance Building and ADA Improvements

All internal ADA work was completed as of December 31st. The ADA striping of the parking lot remains to be completed but is on hold due to weather conditions. This work is projected to be completed by the end of February, pending suitable weather conditions.

Phase 3A – MRF

FCC added a deluge system to the paper dryers which will offer an additional level of protection against potential fires by automatically detecting and mitigating fires in the paper dryer system using a deluge of water. This system was completed and received fire marshal approval on December 17th. Van Dyk plans to begin commissioning the system January 9th, which will require a complete shut down of the MRF for the duration of the commissioning. Van Dyk estimates 3-5 days for the commissioning process. FCC plans to divert MSW directly to the WRSL as a contingency, but doesn't currently anticipate the need to, as majority of the commissioning will occur over the weekend.

FCC also added a FireFly system to the MSW shredders in the material receiving area to provide early fire protection at the start of the processing system. This system is similar to the rover system used on the tipping floor and automatically detects, targets, and extinguishes fires or hot spots within the shredders. The system is anticipated to be commissioned by mid-January.

Phase 3B – MSW CASP and Traffic Improvements

Construction on the final portion of the CASP pad is complete. FCC is working with Sustainable Generation to commission Heaps 1-8 and will conduct a final walk through and punchlist of the pad in early January.

Van Dyk continues installation of the MRF Odor Control Equipment. Though a completion date has not yet been provided, Van Dyk anticipates the entirety of the odor control system will be complete by the end of February.

FCC's contractor has started scale and scalehouse construction north of the C&D facility, anticipated to be finished mid-February.

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. WPWMA staff have reached out to the County to grant these permits following your Board's approval of the easement dedication at the November 2025 meeting. Staff will continue to coordinate with the County to resolve these outstanding permits.

Liner Investigation

WPWMA staff, in conjunction with the project consultant Geosyntec, completed exploration and investigation of the Module 5/13 Separation Liner and staff submitted the Repair Plan to the Water Board for approval on December 8, 2025. Once the WPWMA receives Water Board approval, WPWMA will likely need to initiate repairs within two months, weather dependent.

South Placer Wastewater Authority Compliance Project

An agreement to construct and operate the BioFiltro landfill leachate pretreatment system is expected to be presented for your Board's consideration at the February Board Meeting as part of this compliance project. The final compliance date is October 26, 2026.

Odor Update

Staff continue to work with FCC regarding intermittent odors from the compost and water quality ponds to ensure all standard protocols are followed regarding aeration of all ponds.

WPWMA staff are working with Jacobs Engineering to design additional aeration infrastructure to target the odor source in the south compost pond and will provide updates to your Board as this project progresses.

**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **JANUARY 8, 2026**
FROM: **SCOTT SCHOLZ / SARA LYON** *SL*
SUBJECT: **ITEM 6F: SITE WIDE ODOR PLAN ANNUAL UPDATE**

RECOMMENDED ACTION:

None. This report is for information purposes only.

BACKGROUND:

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

In January 2021, the WPWMA formally began implementing the SWOP including the identified best management practices (BMPs), regular on- and off-site odor monitoring, continued public education and outreach, and researching new odor reduction and monitoring technologies. This update provides a summary of these efforts over the last reporting period (FY 2024/25) of SWOP implementation.

Staff welcomes any feedback your Board may have on items of interest or additional metrics your Board would like included in these summary reports.

Best Management Practices

The SWOP established a series of BMPs to help mitigate odors from its facilities including the materials recovery facility (MRF), landfill, landfill gas collection and control system, and composting operations. Staff perform routine facility inspections to ensure BMPs have been implemented and consistently adhered to as outlined in the SWOP. Any operational concerns identified by staff are immediately communicated to the applicable entity (e.g. FCC, TetraTech, Energy 2001, etc.) to remediate the identified issue.

The SWOP requires that if, as a result of on or offsite odor monitoring, WPWMA staff are able to reasonably identify facility operations as being a contributor to the documented odors and if it is then determined that required BMPs are not being met, the WPWMA is required to submit a Non-Compliance Event (NCE) Form to the Placer County Air Pollution Control Board (PCAPCD), and the operator must then provide follow-up and training of operational staff to ensure that the BMPs are being adhered to.

As an example, in October 2024 staff noted that the nonoperation of the aeration system at the South Compost Pond had created an anerobic environment, resulting in increased offsite odors and requiring notification to PCAPCD. Additional aeration system failures occurred in February and March of 2025. To address this, FCC scheduled a second blower unit to be installed in December. This solution allows the

system, in the case of a catastrophic event or during times of maintenance, to be able to switch over to the second unit ensuring continued aeration and regulatory compliance.

Odor Monitoring

Dispersion and Predictive Odor Risk Monitoring

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

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

During the reporting period, there were 39 days when the odor risk forecast predicted periods of moderate and/or high-risk of odors in the region due to weather conditions. FCC amended operations so that activities with higher potential to produce odors, such as screening or grinding of compost, either did not occur during times of projected elevated odor risks or they notified WPWMA of why the activity or operation could not reasonably be delayed or rescheduled and what specific measures were taken to reduce the potential for odors when these activities were performed, such as applying an odor reducer to the compost and ponds. WPWMA reviews the summary reports submitted by FCC outlining how operations were modified.

During 6 of the forecasts requiring a proactive response, the WPWMA received a total of 7 odor notifications, which is the same number received during the previous reporting period. Staff continue to find that the forecasting tool and practice of amending operations as necessary has a positive impact on reducing the potential for off-site odors.

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

Staff conduct weekly on- and off-site odor monitoring at defined locations to evaluate and record the type and intensity of odors that have the potential to be experienced by nearby receptors. Odors are monitored at twelve off-site locations and six on-site locations. The goal is for staff to conduct monitoring in the morning when odors are expected to be the most noticeable. At each location, staff records: 1) time, 2) noticeable odors and their description and intensity (on a scale of 1 to 5 with 5 being the most intense), and 3) specific observations about on-site facility operating conditions or off-site conditions (e.g. if it is trash collection day in the area, construction activities, surrounding land use conditions, etc.) that could be contributing to perceived odors. Staff compare the data recorded during inspections to the odor monitoring system to see how well the field observations align with the odor dispersion model predictions. Staff generally find that the data displayed in the modeling system is consistent with conditions observed in the field.

Similar to the two previous reporting periods, staff rarely detected odors at the identified off-site monitoring locations. Typical types of odors noted by staff at each on-site monitoring location remain consistent with the WPWMA's understanding that composting and landfill related operations are the dominant sources of facility related odors. Weekly odor inspections are also used to record non-facility odors, such as spreading of manure on agricultural fields, which was documented by staff during both routine and odor notification investigation inspections.

Ambient eNose Sensor Installation

In September 2021, 8 ambient electronic odor sensors were installed and incorporated into the WPWMA's continuous odor monitoring system to act as an "early warning system" of the potential for off-site odors and to further facilitate the measurement of odors in surrounding areas. Currently there are 5 ambient sensors onsite with 3 located along WPWMA's southern fence line and 2 located in the designated composting area. The other 3 are located in public parks within the City of Roseville south of the facility, including Stizzo Park, Mel Hamel Park and Davis Park.

Staff conduct proactive monitoring during normal business hours, as ambient sensor alerts are received and as staffing availability permits. While the sensors are not designed to discern specific odors or their sources, they are useful in providing real-time information to the WPWMA regarding the potential for elevated odors in nearby neighborhoods. By using this system, staff can conduct proactive off-site odor inspections and, if warranted, work with on-site personnel to modify operations in an effort to further reduce the potential of noticeable off-site odors.

Odor Notifications

There were 39 odor notifications received during the current reporting period. Of these, staff determined that 14 were directly related to WPWMA's operations, 17 were likely a combination of WPWMA and other non-WPWMA sources and 8 were likely not related to WPWMA operations. For the previous reporting period (FY 2023/24), WPWMA received 59 odor notifications with 21 attributable to WPWMA operations, 12 representing a combination of WPWMA and non-WPWMA sources and 26 likely not related to WPWMA operations.

Compared to the previous reporting period, there was a 34% decrease in the total number of odor notifications received. This included a point at the end of October when the odors of the South Compost Pond greatly increased due to the failure of the aeration system causing the pond water to become anerobic. However, looking forward into the 2025-2026 reporting period, starting on August 20, 2025 through November 12, 2025, the decreasing trend ends and 111 odor notifications were received. WPWMA was able to trace back the majority of these notifications to the spreading of manure on adjacent fields. This finding was supported by the continuous odor monitoring software that demonstrated the facility was unlikely to be a contributor in 84.7% of the complaints received during this period. In addition, odors described as smelling of manure, farm animal, or compost were only attributable to WPWMA 4.58 %, but were the descriptor in 44.3% of the complaints received. The WPWMA's online odor notification system

continues to be a successful tool as part of the WPWMA's Strategic Plan to provide community outreach to both receive feedback and provide real-time response.

Public Education and Outreach

The WPWMA continues to engage with residents to help educate and inform them about the critical function the WPWMA plays in managing solid waste generated in western Placer County. Since 2011, the WPWMA has conducted an annual public meeting at the facility designed specifically to engage residents who have the potential to experience odors associated with the WPWMA's operations.

Over the past year, staff has presented and provided facility tours to several nearby resident groups including from Sun City Lincoln Hills, Sun City Roseville, and the Blue Oaks, West Park, Fiddymont Farms Neighborhood, and Whitney Oaks Neighborhood Associations to discuss facility operations and the WPWMA's proactive approach to management of associated odors.

In partnership with Envirosuite, WPWMA staff presented at the 2025 CalRecycle Hybrid Technical Training Series on Odor Monitoring and Forecasting. There were 74 attendees including CalRecycle staff, local enforcement agency staff, and staff from other facilities. Staff discussed how the WPWMA utilizes its continuous odor monitoring system to proactively reduce offsite odors and respond to odor notifications from community members.

Facility Improvements

Since the last SWOP update, the covered conveyor has been installed to transfer organic materials from the MRF to the compost facility. While the composting of this material remains in a testing phase, it is clear that the covered conveyance along with the covering of the aerated static piles reduces the odors produced by this material. The installation of the air purification system in the MRF is still being completed and future updates will be provided as progress continues on facility upgrades.

In response to ongoing odors emanating from the south compost pond, your Board previously approved an amendment to the Agreement with Jacobs Engineering Group to design a more robust aeration system as a permanent solution. Staff continue to work with Jacobs to complete the design and will return to your Board in the next several months for approval of project construction.

STRATEGIC PLAN/GOALS:

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



WESTERN PLACER WASTE MANAGEMENT AUTHORITY

Minutes of November 13, 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
Stephen Fink
Will Scheffler

Ethan Walsh, BBK
Emily Hoffman

1. Call Meeting to Order: Chair Gore called the meeting to order at 4:30 PM.
2. Pledge of Allegiance: Director Halldin led the Pledge of Allegiance.
3. Roll Call: All Directors were present. Director Landon arrived at 4:40 PM. Director Houdesheldt arrived at 4:50 PM.
4. Statement of Meeting Procedures: Emily Hoffman read the statement of meeting procedures.
5. Closed Session:
Government Code §54957(b)(1) – Public Employment
Title: General Manager.
The Chair opened public comment; no comments were received.
Ethan Walsh reported out of Closed Session that there was no reportable action.
6. Public Comment: No comments.
7. Announcements & Information
 - a. Report from the General Manager
Scott Scholz provided the following updates:
 - Trash Bash was held on October 18th and was the largest event yet with more than 400 people in attendance.
 - Two new interns started in October for marketing and compliance.
 - Stephanie Ulmer was promoted to Senior Planner and now oversees the Compliance Department.
 - The WPWMA was selected as a tour site for the US Composting Council Conference in February 2026.
 - Recent odors in the area were determined to originate from agricultural practices and not the WPWMA's facilities.
 - Staff continue to provide technical assistance and recommendations to the facility operator to achieve construction completion and commissioning and establish effective operations.

- b. Financial Reports: Stephen Fink 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.
 - d. Operator Update: Tony Perez of FCC Environmental Services provided a verbal report. There were no questions from the Board.
 - e. Facility Projects Update: Will Scheffler summarized the report. There were no questions from the Board.
 - f. BioFiltro Presentation: Will Scheffler introduced Federico Pumpin of BioFiltro who gave a presentation and answered questions from the Board.
8. Consent Agenda
- a. Minutes of the Board Meeting held September 11, 2025
Staff recommended the Board approve the minutes as submitted.
 - b. Quality Scales Unlimited Spending Increase (Will Scheffler)
Staff recommended the Board:
 - 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 actions exempt from further environmental review pursuant to California Environmental Quality Act Guidelines Section 15301.
 - c. PCAPCD NOV Settlement Agreement (Eric Oddo)
Staff recommend the Board:
 - 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 that the recommended actions exempt from further environmental review pursuant to California Environmental Quality Act Guidelines Section 15301.
 - d. Golden State/Clean Energy Easement (Scott Scholz)
Staff recommend the Board:
 - 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)

Staff recommend the Board:

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 Fiddymont 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)

Staff recommend the Board:

1. Authorize the General Manager to negotiate a lease agreement with Recology Auburn Placer 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.

The Chair opened public comment; no comments were received.

MOTION TO APPROVE CONSENT AGENDA: Houdesheldt/Reedy

ROLL CALL VOTES: AYES: Landon/Reedy/Halldin/Houdesheldt/Gore

9. Action Items

a. WPWMA Employee Personnel Policies (Scott Scholz)

Staff recommend the Board:

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.

Scott Scholz summarized the report and answered questions from the Board.

Director Reedy requested the policy be amended to clarify the hiring of new employees as County Employees or non-County WPWMA Employees as determined by the General Manager with the approval of the Board of Directors.

Chair Gore proposed amendments to the language of Policies #1 and 2 in Policy 25-01, to amend the final phrase of each policy from "unless the General Manager and/or the Board of Directors determine otherwise" to "unless the General Manager,

with the approval of the Board of Directors, determines otherwise.” Director Reedy concurred that this amendment would address his concern.

The Chair opened public comment; no comments were received.

MOTION TO APPROVE AS AMENDED: Houdesheldt/Halldin/Unanimous

b. LFG Beneficial Reuse Project Selection (Eric Oddo)

Staff recommend the Board:

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.

Eric Oddo summarized the report and answered questions from the Board.

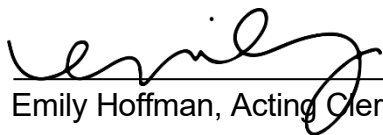
Director Houdesheldt requested the procedure for selecting Directors to be part of non-Board meeting proceedings such as the evaluation panel for this project.

The Chair opened public comment; Kirk Uhler representing Energy 2001 and Robert DeVries of Ameresco Inc. provided comments.

MOTION TO APPROVE: Halldin/Reedy/Unanimous

9. Reports from Directors: Director Halldin thanked WPWMA staff for their quick response in addressing the regional odors.
10. Upcoming Agenda Items: None.
12. Adjournment: Meeting was adjourned at 6:41 PM.

Respectfully Submitted,



Emily Hoffman, Acting Clerk of the Board

**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **JANUARY 8, 2026**
FROM: **SCOTT SCHOLZ / ANELLE CANTELLANO** *AC*
SUBJECT: **ITEM 7B: AGREEMENT WITH CB PACIFIC AND WUNDERLICH-
MALEC ENGINEERING, INC. FOR SERVER AND SCADA SERVICES**

RECOMMENDED ACTION:

1. Authorize the Chair to execute a sole source Agreement with CB Pacific and Wunderlich-Malec Engineering, Inc. for server upgrade and SCADA software services in an amount not-to-exceed \$215,392.
2. Determine the recommended action is exempt pursuant to California Environmental Quality Act Guidelines Section 15301.

BACKGROUND:

The WPWMA is responsible for operating and maintaining all permanent equipment on site that is essential to the operation of the facility. In order to comply with federal, state and local regulations, the WPWMA maintains and operates a landfill gas collection system and blower flare station with accompanying SCADA system that provides required reporting data such as temperature, gas composition content, flow rates, operating times, etc.

Historically, the WPWMA has relied on servers located at Placer County's Auburn offices to provide backup services for SCADA data and has accessed other related monitoring programs through the Placer County system. Placer County has indicated it is no longer able to provide the SCADA support services required by the WPWMA.

At the recommendation of Placer County IT, staff solicited a proposal from the firm currently providing SCADA and server services for Placer County. Contracting with the same consultant will ensure a congruous transition and user experience.

The WPWMA possesses one server onsite to serve the SCADA system, which was last updated in 2018. Industry standard is to replace servers every three to five years, indicating the need for the WPWMA's SCADA servers to be replaced and configured with updated services. The purpose of this Agreement is for the Consultant to provide and install a new server with backup capabilities and transfer the WPWMA's existing SCADA system to the new server without interruptions.

ENVIRONMENTAL CLEARANCE:

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

FISCAL IMPACT:

The cost of providing these services is \$215,392, funding for which is included in the FY 2025/26 Budget.

STRATEGIC PLAN/GOALS:

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

ATTACHMENT: SCOPE OF SERVICES

Contract No.: _____

Administering Agency: **WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

Contract Description: **SCADA Software and Server Upgrade**

CONSULTANT GOODS AND SERVICES AGREEMENT

THIS AGREEMENT is made at Roseville, California, as of _____, by and between the Western Placer Waste Management Authority, a Joint Powers Authority (hereinafter referred to as the "WPWMA"), CB Pacific (hereinafter referred to as the "Consultant"), and Wunderlich-Malec Engineering, Inc. (hereinafter referred to as the "Subconsultant"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant and Subconsultant shall provide the goods, services and licenses as described in Exhibit A in the manner therein specified.
2. **Payment.** WPWMA shall pay Consultant for goods and services rendered pursuant to this Agreement at the time and in the amounts set forth in Exhibit B. Consultant shall submit all billings for said services to WPWMA in the manner specified in Exhibit B. The total amount payable for all services provided under this Agreement shall not exceed Two Hundred Fifteen Thousand Three Hundred Ninety-Two Dollars (\$215,392) without the prior written approval of WPWMA. The total amount payable under this Agreement is for all services provided by both Consultant and Subconsultant. Consultant accepts full responsibility for distributing payment to Subconsultant as merited and shall not involve the WPWMA in their contractual agreement or payment schedule. The Subconsultant shall at no time petition payment from the WPWMA for services rendered per this Agreement.
3. **Facilities, Equipment and Other Materials, and Obligations of WPWMA.** Except as set forth in Exhibit C, Consultant and Subconsultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. WPWMA shall furnish Consultant and Subconsultant only those facilities, equipment, and other materials, if any, and shall perform those obligations, if any, listed in Exhibit C according to the terms and conditions set forth in Exhibit C.
4. **General Provisions.** The general provisions set forth in Exhibit D are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.
5. **Exhibits.** All exhibits referred to herein are attached hereto and by this reference incorporated herein.
6. **Time for Performance.** Time is of the essence, and, subject to WPWMA's compliance with Exhibit C and to the provisions of paragraph 3 of Exhibit D, failure of Consultant and/or Subconsultant to perform any services within the time limits set forth in Exhibit A, if any, shall constitute material breach of this contract.
7. **Notices.** Any notice or demand required to be given herein shall be made by certified

or registered mail, return receipt requested, confirmed fax or reliable overnight mail to the address of the respective parties set forth below:

WPWMA: Western Placer Waste Management Authority
Attn: Anelle Cantellano
3013 Fiddymment Road
Roseville, CA 95747
Phone: (916) 975-4202
Email: acantellano@placer.ca.gov

CONSULTANT: CB Pacific
Attn: Andrew Hacnik
909 7th Avenue
Suite 201
Kirkland, WA 98033
Phone: (425) 429-7779
Email: andrewhacnik@cb-pacific.com

SUBCONSULTANT: Wunderlich-Malec Engineering, Inc.
Attn: Parth Shah
267 Nevada Street
Auburn, CA 95603
Phone: (916) 770-5271
Email: parth.shah@wmeng.com

REMIT TO: CB Pacific
Attn: Andrew Hacnik
909 7th Avenue
Suite 201
Kirkland, WA 98033

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

Executed as of the date above stated:

WESTERN PLACER WASTE MANAGEMENT AUTHORITY

By: _____ Date: _____
Scott Scholz, General Manager

CB PACIFIC, CONSULTANT

By: _____ Date: _____
Andrew Hacnik, Business Development
Specialist

Approved as to Form

By: _____
WPWMA Counsel

Exhibit A: Scope of Services
Exhibit B: Payment for Services Rendered
Exhibit C: Facilities, Equipment, and Other Materials and Obligations of WPWMA
Exhibit D: General Provisions
Exhibit E: Consultant's Scope of Services

EXHIBIT A

SCOPE OF SERVICES

BACKGROUND

The WPWMA is responsible for operating and maintaining all permanent equipment on site that is essential to the operation of the facility. In order to comply with federal, state and local regulations, WPWMA maintains and operates a blower flare station which has an accompanying SCADA setup to aid in the supervision of the equipment. This SCADA provides valuable information such as temperature, gas composition content, flow rates, operating times, etc. Historically, WPWMA has relied on servers located in the Auburn Placer County offices to provide backup services for the blower flare station historical SCADA data points. WPWMA has also been accessing iFix and Historian through the Placer County system. WPWMA possesses one server locally to serve the SCADA system, which was last updated in 2018. Industry standard is to replace servers every three to five years, indicating the need for the WPWMA's SCADA servers to be replaced and configured with updated services.

The purpose of this Agreement is for the Consultant to provide and install two (2) new servers with backup capabilities, and for the Subconsultant to transfer WPWMA's existing SCADA system to the new servers without interruptions. Consultant and Subconsultant shall adhere to the following Scope of Services generally in conformance with the proposal submitted by Consultant on February 5, 2025, the Scope of Services of which is presented in Exhibit E of this Agreement. The Project shall be identified by three (3) tasks, outlined below.

Consultant shall coordinate and set weekly expectations with the WPWMA until all of WPWMA's comments/revisions have been adequately addressed by Consultant. Subconsultant shall provide on-site training at completion of the project to review functionalities and features of the new system.

PROJECT KICK-OFF

Consultant shall schedule, prepare an agenda and minutes for, and lead a meeting with WPWMA staff to discuss strategies, solidify objectives and expectations for the Project, confirm roles and responsibilities, identify data sources, and establish communication protocols within one (1) week of execution of this Agreement. As part of this meeting, Consultant shall review the preliminary schedule as proposed in Exhibit E with the WPWMA. Following the kickoff meeting, Consultant shall refine the Project schedule and submit to the WPWMA within two (2) weeks of execution of this Agreement for formal approval.

Consultant shall document in the project kick-off minutes any information the Consultant identifies as being insufficient or in need of correction related to the server or existing SCADA system identified during initial project review or as expectations are outlined in project kick-off meeting. Consultant shall schedule and facilitate weekly Project coordination meetings with the WPWMA throughout the duration of the Project to ensure that the Project remains on schedule. Consultant shall prepare an agenda and summary level meeting notes for each meeting, highlighting action items, key decisions, and outstanding items. Consultant shall provide meeting minutes to WPWMA in PDF format via email within three (3) business days of scheduled meetings. Consultant shall provide schedule updates during weekly coordination meetings.

Deliverable	Schedule	Format
Meeting Agendas and Notes	One (1) week and three (3) days after execution of this Agreement	PDF
Refined Project schedule	Two (2) weeks after execution of this Agreement	PDF

TASK 1 SERVER HARDWARE INSTALLATION

Consultant shall provide and properly install server hardware and backup server hardware with the following specifications:

- Two (2) Stratus ztC Edge 250i w/ Single 10-Core Intel Xeon servers
- Processor with Hyperthreading
- 64GB of RAM with 2 TB Storage per server
- 1 year of Stratus system support
- 1 year of advanced parts exchange
- 1 year of 24x7 technical support

Consultant shall have all hardware installed, ready for Subconsultant to begin work, three (3) weeks after execution of this Agreement. Consultant shall at no time interrupt facility operations for the installation of the server, and as such might have to perform duties outside of normal business hours (Monday-Friday 8:00am-5:00pm PST). If it becomes necessary to interrupt facility operations for the installation of the server, Consultant shall provide WPWMA with one (1) week's notice, and this should be incorporated into the Refined Project schedule defined above. Consultant shall provide an equal alternative and backup support for any necessary interruptions.

Deliverable	Schedule
Two (2) operational Stratus ztC Edge Servers and accompanying equipment	Three (3) weeks after execution of this Agreement

TASK 2 SOFTWARE SETUP AND TRANSFER TO NEW SERVERS

Consultant shall employ the services of Subconsultant to configure the newly installed servers completed as part of Task 1, with the most recent version of all of the existing software, and transfer the existing SCADA system, as it stands, to the new servers. This will require Subconsultant to install, configure and license iFIX 2024 on the new servers (both the active and the redundant/back-up server). Configuration of the iFIX 2024 software includes the installation of the latest SIMS, required IO drivers, and configure iFIX redundancy on the standby server.

Subconsultant shall implement GE Proficy Historian 2024, which would require the installation, configuration and licensing of Proficy Historian 2024. This includes installing the latest version of SIMS available for Proficy Historian 2024. The next step is to add tags to the collector from the Historian Administrator, then to merge the existing Historian database into the new Historian database.

Subconsultant shall convert HMI services as they are, meaning all existing SCADA screens will follow the same presentation under the new server system. Subconsultant has not provided modification options within their scope, however differing options can be provided

upon request from the WPWMA, for an additional fee. Subconsultant shall meet with WPWMA staff to review and set expectations for the HMI setup and presentation. Subconsultant shall test and demonstrate the new server and associated software systems to WPWMA staff to ensure accuracy and functionality of converted screens and system.

Subconsultant shall install, configure, and license WIN-911 alarm management software. This requires Subconsultant to install the latest version of iFIX Alarming and EDA SIMS.

Subconsultant shall then configure two (2) iFIX SCADA servers to properly function with the WIN-911 application, including the addition of required start-up tasks. Subconsultant shall also install and configure an SQL instance to operate in tandem with the WIN-911 software. The project has been scoped to identically replace the existing WIN-911 software.

Subconsultant has not provided modification options within their scope, however differing options can be provided upon request from the WPWMA, for an additional fee. Subconsultant shall meet with WPWMA staff to review and set expectations for the setup and presentation of the WIN-911 alarm management software.

The existing iFIX Security Configuration shall be replicated by Subconsultant on two (2) new SCADA servers as it presently exists. Modifications to the existing security system are not within the scope of this project, and can be discussed, presented, and added to this Agreement by WPWMA at an additional cost if needed.

Subconsultant shall provide one (1) four (4) hour on-site training session to WPWMA and WPWMA's IT staff on proper management and operation of the new servers and associated software packages, upon project completion.

Subconsultant shall have all software installed, configured and licensed for WPWMA use, nineteen (19) weeks after execution of this Agreement. Subconsultant shall at no time interrupt facility operations for the implementation of the software, and as such might have to perform duties outside of normal business hours (Monday-Friday 8:00am-5:00pm PST). If it becomes necessary to interrupt facility operations for the implementation of the software, Subconsultant shall provide WPWMA with one (1) weeks' notice, and this should be incorporated into the Refined Project schedule defined above. Subconsultant shall provide an equal alternative and backup support for any necessary interruptions.

Deliverable	Schedule
iFIX software & License	Six (6) weeks after execution of this Agreement
GE Proficy Historian software & License	Eight (8) weeks after execution of this Agreement
HMI Conversion	Fourteen (14) weeks after execution of this Agreement
WIN-911 Alarm Management software & License including iFIX Alarming, EDA SIMS, SQL instance	Fifteen (15) weeks after execution of this Agreement
iFIX Security Configuration	Sixteen (16) weeks after execution of this Agreement

EXHIBIT B

PAYMENT FOR SERVICES RENDERED

Payment to Consultant will be made by the WPWMA for the cost of the goods provided and services rendered on an hourly basis not to exceed the total amount listed in Table 1 below, which amount is inclusive of the cost of all goods and services provide as described in Exhibit E. Payment for services provided will be made in accordance with an hourly rate of Two Hundred Twelve Dollars and Seventy-Five Cents (\$212.75) and subject to the task budgets listed in Table 1, below.

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

Provided the work has been satisfactorily performed, WPWMA will pay invoices within thirty (30) days after approval of the invoice. Consultant shall provide additional information requested by the WPWMA to verify any of the amounts claimed for payment in any invoice. The total amount payable for all services provided under this Agreement shall not exceed Two Hundred Fifteen Thousand Three Hundred Ninety-Two Dollars (\$215,392).

Table 1 – Task Budgets

TASK	DESCRIPTION	BUDGET
1	SERVER HARDWARE INSTALLATION	\$36,615
2	SOFTWARE SETUP & TRANSFER TO NEW SERVERS	\$178,777
Total		\$215,392

Consultant shall not bill beyond Two Hundred Fifteen Thousand Three Hundred Ninety-Two Dollars (\$215,392) without written and authorized permission from the WPWMA. 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.

EXHIBIT C

FACILITIES, EQUIPMENT, AND OTHER MATERIALS, AND OBLIGATIONS OF WPWMA

To permit the Consultant to render the services required herein, the WPWMA will, at its expense and in a timely manner provide the following facilities, equipment, services or other materials:

1. Appoint a staff member to act as Project Manager.
2. Provide Consultant with all known existing relevant information, Consultant shall be responsible for requesting any necessary additional information.
3. Promptly review any and all documents and materials submitted by the Consultant.

All other information, facilities, and equipment required to complete the services described Exhibit A of this Agreement shall be provided by the Consultant.

EXHIBIT D

GENERAL PROVISIONS

1. **Independent Contractor:** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of the WPWMA. All persons performing services for the Consultant under this Contract shall be employees of the Consultant and not the WPWMA.
2. **Licenses, Permits:** Consultant represents and warrants to WPWMA that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Consultant to practice its profession and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.
3. **Time:** Consultant shall devote such attention to the performance of services pursuant to this Agreement as may be necessary for the satisfactory and timely performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
4. **Hold Harmless and Indemnification Agreement:** The CONSULTANT hereby agrees to protect, defend, indemnify, and hold WPWMA free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by WPWMA arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of WPWMA) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement.

CONSULTANT agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONSULTANT. CONSULTANT also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or WPWMA or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of WPWMA from liability for damages or injuries to third persons or property arising from CONSULTANT'S performance pursuant to this contract or agreement.

As used above, the term WPWMA means Western Placer Waste Management Authority or its officers, agents, employees, and volunteers.

A. Intellectual Property Indemnification:

Consultant hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all

applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Consultant warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Consultant shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Consultant's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) WPWMA notifies Consultant promptly in writing of any notice of any such third-party claim; (b) WPWMA cooperates with Consultant, at Consultant's expense, in all reasonable respects in connection with the investigation and defense of any such third party claim; (c) Consultant retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Consultant shall not have the right to settle any criminal action, suit, or proceeding without WPWMA's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on WPWMA, impair any right of WPWMA, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of WPWMA without WPWMA's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Consultant's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes WPWMA's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Consultant shall, at Consultant's option and expense, either: (i) procure for WPWMA the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Consultant will have no obligation or liability to WPWMA under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for WPWMA (other than modification performed by, or at the direction of, Consultant) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by WPWMA in a manner prohibited by this Agreement.

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

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONSULTANT'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

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

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

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

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

GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- (1) Contractual liability insuring the obligations assumed by CONSULTANT in this Agreement.

B. One of the following forms is required:

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

C. If CONSULTANT carries a Comprehensive General Liability policy, the limits of liability shall be a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- Two million dollars (\$2,000,000) each occurrence
- Four million dollars (\$4,000,000) aggregate

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

- (1) The limits of liability shall not be less than:
 - Two million dollars (\$2,000,000) each occurrence (combined single limit for bodily injury and property damage)

- Two million dollars (\$2,000,000) for Products-Completed Operations
 - Four million dollars (\$4,000,000) General Aggregate
- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be four million dollars (\$4,000,000).

E. Special Claims Made Policy Form Provisions:

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

- (1) The limits of liability shall not be less than:
- Two million dollars (\$2,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - Two million dollars (\$2,000,000) aggregate for Products Completed Operations
 - Four million dollars (\$4,000,000) General Aggregate
- (2) The insurance coverage provided by CONSULTANT shall contain language providing coverage up to three (3) years following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

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

ENDORSEMENTS:

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

- A. "The WPWMA, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the WPWMA with respect to any insurance or self-insurance programs maintained by the WPWMA and no insurance held or owned by the WPWMA shall be called upon to contribute to a loss."

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

AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in the amount of one million dollars (\$1,000,000) combined single limit for each occurrence.

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

PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):

Professional Liability Insurance for Errors and Omissions coverage in the amount of two million dollars (\$2,000,000) per claim and two million dollars (\$2,000,000) aggregate.

If Consultant sub-contracts in support of Consultants work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the subcontractor in an amount of two million dollars (\$2,000,000) per claim and in aggregate.

The insurance coverage provided by the consultant shall contain language providing coverage up to three (3) years following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

ADDITIONAL REQUIREMENTS:

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

Policy Deductibles - The CONSULTANT shall be responsible for all deductibles in all of the CONSULTANT's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000 unless the CONSULTANT can provide documentation that they can financially support a higher deductible.

CONSULTANT's Obligations - CONSULTANT's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CONSULTANT shall furnish the WPWMA with original certificates and amendatory endorsements required by this clause. All certificates and endorsements are to be received and approved by the WPWMA before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The WPWMA reserves the right to view redacted copies of all required insurance policies, including endorsements required by these specifications, at the local WPWMA office at an agreed upon date and time, subject to a non-disclosure agreement. The parties agree that the redacted information pertains to confidential information of Consultant clients.

Material Breach - Failure of the CONSULTANT to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute

a material breach of the entire agreement.

6. **Assignment/ Subcontracting Prohibited:** Consultant may assign its rights and obligations under this Agreement only upon the prior written approval of WPWMA, said approval to be in the sole discretion of WPWMA. Consultant shall not subcontract any portion of the work except as approved in advance and in writing by WPWMA or as set forth in Exhibit A, Scope of Services.

7. **Personnel:**

- A. Consultant warrants that all personnel assigned by Consultant to perform the services are duly trained and qualified to perform the work. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that WPWMA, in its sole discretion, at any time during the term of this Agreement, request the replacement of any person assigned by Consultant to perform services pursuant to this Agreement, Consultant shall remove and replace any such person immediately upon receiving notice from WPWMA.
- B. Notwithstanding the foregoing, if specific persons are designated as part of a project team in Exhibit A, Scope of Services, Consultant agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or sub-consultants named in the project team by Consultant without the prior written consent of WPWMA shall be grounds for cancellation of the agreement by WPWMA, and payment shall be made pursuant to Paragraph 10 Termination only for that work performed by project team members.

8. **Standard of Performance:** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. All products of whatsoever nature which Consultant delivers to WPWMA pursuant to this Agreement shall be prepared in a workmanlike manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession.

9. **Termination:**

- A. In the event WPWMA, in its sole discretion, deems it in the best interests of the public, WPWMA shall have the right to terminate this Agreement at any time without cause by giving notice in writing of such termination to Consultant. In the event WPWMA shall give notice of termination, Consultant shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event WPWMA shall terminate this Agreement:
 - 1) Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures,

sounds, or symbols, or combinations thereof.

- 2) WPWMA shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.
- 3) WPWMA shall pay Consultant the reasonable value of services rendered by Consultant to the date of termination pursuant to this Agreement not to exceed the amount documented by Consultant and approved by WPWMA as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, WPWMA shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to WPWMA such financial information as in the judgment of the WPWMA is necessary to determine the reasonable value of the services rendered by Consultant. The foregoing is cumulative and does not affect any right or remedy that WPWMA may have in law or equity.

- B. Consultant may terminate its services under this Agreement only upon good cause or upon the mutual agreement of the WPWMA and shall provide thirty (30) working days advance written notice to the WPWMA of any such intent to terminate.

10. Non-Discrimination: Consultant shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code §12900 et seq.

11. Records: Consultant shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to WPWMA, and WPWMA shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Consultant until WPWMA is satisfied that work of such value has been rendered pursuant to this agreement. However, WPWMA shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

12. Ownership of Information: All professional and technical information developed under this Agreement and all worksheets, reports, and related data, except for Consultant's standard forms, details, data and other information used by the Consultant in their standard provision of services and documents (although, WPWMA reserves the right to use standard details as it is directly related to the project outlined in this agreement) shall become the property of WPWMA, and Consultant agrees to deliver reproducible copies of such documents to WPWMA on completion of the services hereunder. The WPWMA agrees to indemnify and hold Consultant harmless from any claim arising out of reuse of the information for other than this project.

13. Waiver: One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.

14. **Conflict of Interest:** Consultant certifies that no official or employee of the WPWMA, nor any business entity in which an official of the WPWMA has, an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Consultant agrees that no such person will be employed in the performance of this agreement without immediately notifying the WPWMA.

15. **Entirety of Agreement:** This Agreement contains the entire agreement of WPWMA and Consultant with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.

16. **Governing Law:** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.

17. **General Compliance With Laws:** The Consultant shall exercise usual and customary care to comply with applicable Federal, State and local laws, statutes, rules, orders and regulations which are in effect as of the date of this Agreement, or which may later be enacted.

Consultant shall comply with all laws regarding payment of prevailing wage, including, without limitation, California Labor Code section 1720, as such laws may be amended or modified.

Consultant agrees to comply with any directives or regulations issued by the California State Department of Industrial Relations or any other regulatory body of competent jurisdiction. Copies of applicable prevailing wage rates are on file with and available upon request from the Department of Facility Services or at

<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. Consultant agrees and acknowledges that the services provided under this Agreement may be subject to DIR Compliance Monitoring Unit requirements, and that further information on Compliance Monitoring Unit requirements can be found at <https://www.dir.ca.gov/dlse/cmu/cmu.html>.

Consultant further agrees to comply with all other related provisions of the California Labor Code, including but not limited to, the provisions of Labor Code Section 1775 relating to the payment of prevailing wages, Section 1777.5 relating to the employment of apprentices and Section 1811-1813 relating to the payment of Overtime, as such provisions may be amended or modified. Consultant agrees and acknowledges that, 1) failure to comply with the proper prevailing wage requirements may result in a penalty of up to \$200 per day per worker; 2) failure to comply with apprenticeship requirements may result in a penalty of \$100-\$300 for each calendar day of violation; and, 3) failure to pay proper overtime rate may result in a penalty of \$25 per day per worker.

18. **Construction and Interpretation:** It is agreed and acknowledged by Consultant that the provisions of this Agreement have been arrived at through negotiation, and that each of the parties has had a full and fair opportunity to review the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

**EXHIBIT E
CONSULTANT'S SCOPE OF SERVICES**

QUOTATION

CB Pacific
909 7th Ave Ste 201
Kirkland, WA 98033
US
425-429-7779



Quote Number	
10533842	
Quote Date	Page
02/07/2025	1 of 2

Quote Expires On: 02/21/2025

BILL TO:

Western Placer Waste Management Authority
11476 C Avenue
Auburn, CA 95603
US

916-543-3960

SHIP TO:

Western Placer Waste Management Authority
11476 C Avenue
Auburn, CA 95603
US

Customer ID: 368217

Project Ref:

<i>PO Number</i>		<i>Carrier Name</i>		<i>Sales Rep</i>	
				Andrew Hacnik	
<i>Quantity</i>	<i>UOM</i>	<i>Item ID</i> <i>Item Description</i>	<i>Unit Price</i>	<i>Extended Price</i>	
1.00	EA	ZTC250I STRATUS Computer Platform 2x ztC Edge 250i w/ Single 10-Core Intel Xeon Processor with Hyperthreading 64GB RAM, 2TB Storage per ztC Edge 250i 1 Year Stratus System Support 1 Year Optional Advanced Parts Exchange 1 Year Optional 24x7 Technical Support	23,654.0000	23,654.00	
1.00	HR	CBP - AUTO SERVICE Billable Services Hours See attached Project Breakdown	178,776.4706	178,776.47	



QUOTATION

CB Pacific
909 7th Ave Ste 201
Kirkland, WA 98033
US
425-429-7779



Quote Number	
10533842	
Quote Date	Page
02/07/2025	2 of 2

Quote Expires On: 02/21/2025

Quantity	UOM	Item ID Item Description	Unit Price	Extended Price
----------	-----	-----------------------------	------------	----------------

Total Lines: 2

SUB-TOTAL: 202,430.47
TAX: 12,961.29
AMOUNT DUE: 215,391.76
U.S. Dollars

Thank you for your order.
It will receive our prompt and careful attention.

Remit to:
5000 Robb St., Bldg 3A
Wheat Ridge, CO 80033

Freight charges will be included on your final invoice.
A 2% processing fee applies to all credit card purchases.
Product discrepancies or quantity issues must be reported within 30 days of receipt.

Payment Terms: Net 30
F.O.B.: Origin

Quoted By: BRITTANYWARD
Email: brittany.ward@cb-pacific.com



Stratus ztC Edge™ 250i

Zero-Touch Edge Computing for up to 10,000 I/Os in Pharma Manufacturing, Food & Beverage, Specialty Chemicals, Oil & Gas, and other industrial verticals



Digital transformation of legacy assets presents new challenges when upgrading computing infrastructure at the edge of corporate networks.

Why? Harsh environmental conditions and the lack of skilled resources onsite make deploying, managing, and maintaining computers at remote plants or branch offices especially challenging.

As Internet connected devices generate and process more and more data at these edge locations, companies need advanced computing infrastructure that is simple to deploy and manage, protected against data loss, physical environments, and cyber threats, and autonomous to operate.

Stratus ztC Edge is the answer

The second generation ztC Edge is a secure, rugged, highly automated computing platform that helps understaffed organizations improve productivity, increase operational efficiency, and reduce downtime risk at the edge of their corporate networks.

Designed for both OT (operational technology) and IT (information technology), ztC Edge is easy to deploy and secure, easy to manage locally and remotely, and easy to maintain and service. Self-monitoring, self-protecting, and self-synchronizing, ztC Edge saves companies time and money. With its built-in virtualization, automated protection, industrial interoperability, OT manageability, and field serviceability, ztC Edge enables the quick, easy delivery of both highly available and fault tolerant virtualized edge applications.

Key benefits

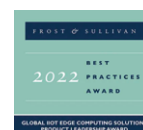
Greater efficiency: With built-in virtualization supporting Windows and Linux guest operating systems, industrial interoperability, and field serviceability, ztC Edge simplifies and shortens the time it takes to deploy, manage, and maintain your critical edge applications, saving you time and effort.

Simplified security: With restricted USB ports, secure communication protocols, secure and trusted boot, role-based access controls, and easy-to-configure host-based firewall, you do not need to be a security expert to secure your ztC Edge platform.

Less downtime: ztC Edge's self-monitoring and self-protecting features help reduce unplanned downtime. And because its operating environment can be updated while it is still running (without requiring a system reboot), customers also experience less planned downtime.

More flexibility: ztC Edge's rugged, compact, industrial form factor performs equally well in the control room, control panel, shop floor, or inside machines, giving customers more choice. Automated capabilities make it suitable for unmanned stations, or remote, decentralized locations with limited IT resources.

Simplified management: RESTful API available in the ztC Edge offers interoperability with your preferred system management tools.



Stratus ztC Edge Features

Stratus ztC Edge is a secure, rugged, highly automated computing platform that enables the rapid and efficient delivery of reliable business-critical applications in remote, understaffed locations at the edge of corporate networks. Features like its built-in virtualization, simplified security, industrial interoperability, OT manageability, rugged form factor, automated protection, field serviceability, and complementary services help companies increase productivity, while minimizing risk of downtime.



Built-in virtualization

ztC Edge ships with its own operating environment called Stratus Redundant Linux. It contains a virtualization host that supports both Windows and Linux guest operating systems, and OVF files and OVA images, including third-party templates. An intuitive management console makes it easy for local and remote staff to set up, configure, import, and manage their virtual machines.



Simplified security

ztC Edge is designed to help OT or IT more easily secure their Edge Computing environment. A host-based firewall, restricted USB ports, role-based access controls with Active Directory integration, secure communications protocols, and secure and trusted boot all work together to minimize your security exposure.



OT and IT manageability

ztC Edge ships with its own management tool, the ztC Edge Console, that simplifies system and software management. With it, administrators can remotely access their systems, set thresholds and alerts, check for updates, backup and restore system settings and preferences, and easily manage their VMs. In addition, administrators can leverage ztC Edge's RESTful API calls to enable interoperability with third-party systems management tools, allowing local or remote monitoring and management on a single pane of glass.



Rugged redundant nodes

Designed for the harsh conditions typically found in industrial locations, ztC Edge nodes are UL Class I Div 2 certified and IP40 rated for deployment anywhere from the control room or control panel to machines on the shop floor, closer to your devices that are generating data. More durable than standard servers or workstations, ztC Edge offers customers greater reliability and deployment flexibility.



Automated protection

When deployed as a redundant pair (dual deployment), ztC Edge provides instant protection for your workloads. Data is automatically replicated across platforms. VMs running on one platform will automatically restart (in High Availability mode) or resume (in Fault Tolerant mode) on the other machine in the event of a failure. If ztC Edge detects a networking or disk failure on one computer, it automatically re-routes traffic or uses data on the other computer, with no operator intervention. Platforms can even be deployed across physical distances for automated local site recovery.



Industrial interoperability

ztC Edge supports common OT and IT protocols, making integration into existing industrial automation environments easier. SNMP requests and traps can be used to configure notifications and alarms. Customers can use OPC UA attributes, or a RESTful API, to present relevant system data within most third-party systems management tools and dashboards.



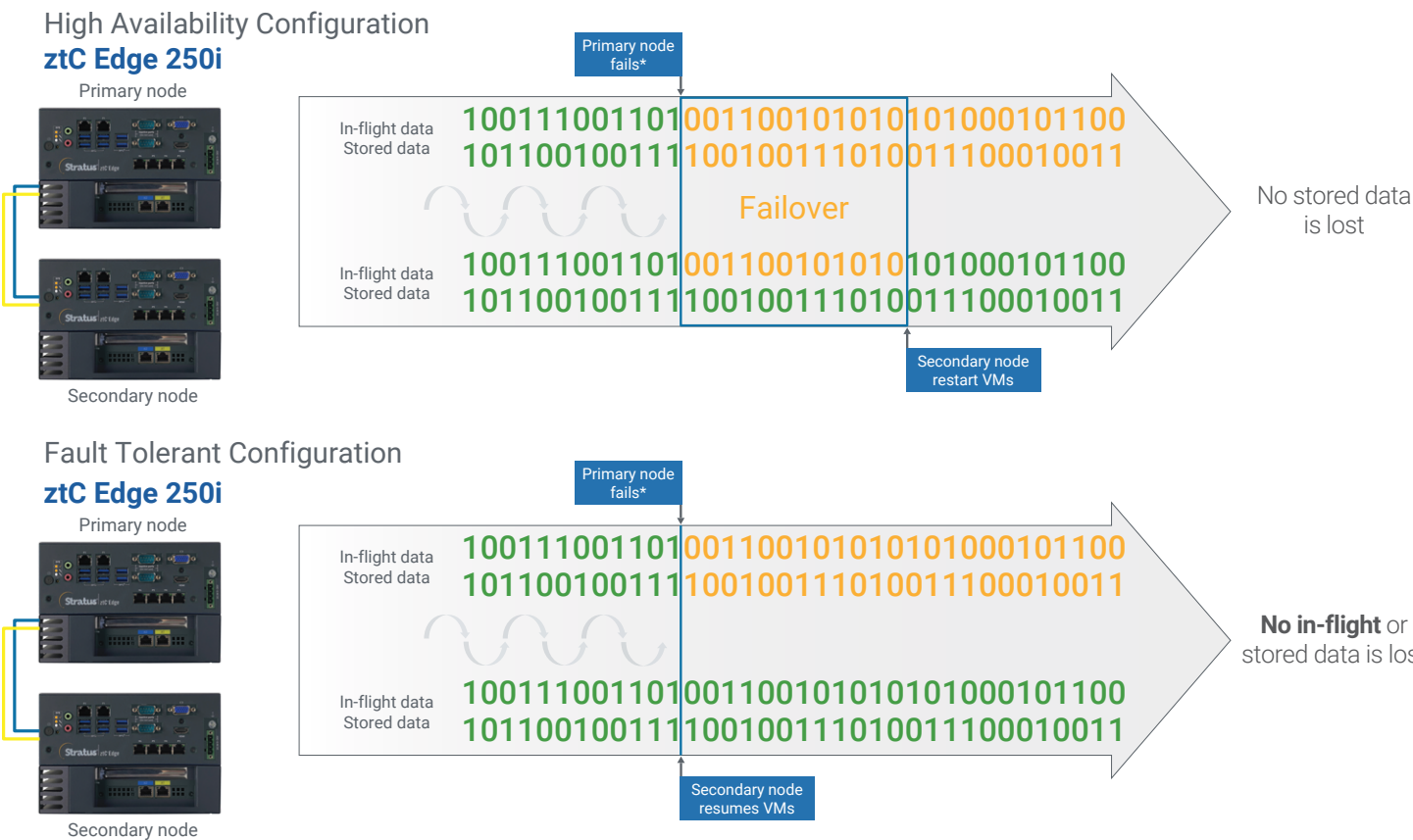
Field serviceability

When deployed as a redundant pair, ztC Edge platforms are hot-swappable and auto-synchronizing, making field repairs quick and easy. Maintenance or repairs to individual computers can be completed while the node is running and without a system reboot, ensuring service continuity. This allows OT or IT staff to plan and complete a system repair when it is convenient.



ztC Edge 250i

Enable High Availability or Fault Tolerance with Dual Node Deployment



Stratus Services for ztC Edge

Complementary services available with Status ztC Edge include System Support, System Health Add-ons, and Managed Support Services. These services enable system health monitoring, ensuring critical workloads continue to run with minimal customer effort. Stratus provides a single source of support for complex interrelated hardware, software, and operating system issues. Stratus' industry-leading zero-touch Edge Computing platforms backed by Stratus Support deliver the most reliable – and supported – edge infrastructure solution, allowing you to focus 100% of your time on operations. [More+](#)

System Support
9x5 web-based support for 30 min response SLA for critical severity cases
Root cause problem determination
Software updates and upgrades
Secure access to self-service portal
System Health Add-Ons
24x7x365 web and phone support for critical severity cases with 30 min response SLA
Advanced parts exchange
Proactive uptime monitoring
Alert triage optional
System log file review
Predictive failure analysis
Media retention



	ztC Edge 250i
Compute	Intel Xeon W-1290TE, 1.8 GHz, 20 MB cache, 10 HT cores
Memory	64 GB DDR4 2666 MHz (ECC)
Storage	2 TB SSD (NVMe)
Networking	2 x 10 GbE (for a-links) 6 x 1 GbE (for networks)
Operating Temperature ¹	–20 to 60 °C (–4 to 140 °F)
Humidity	95% @ 40 °C (non-condensing)
Shock and vibration	10G, 11 ms 1.5 Grms @ 5 – 500 Hz
Input power ²	9V - 36V (DC)
Dimensions	230 x 192 x 127 mm (9.1 x 7.6 x 5.0 in)
Weight	4.6 kg (10.2 lbs)
Availability support	Fault tolerance and high availability
Certifications ³	CI D2, FCC, CE, and others ³
Host OS support ⁴	Stratus Redundant Linux ⁴
Guest OS support ⁵	Windows and Linux ⁵

Technical specifications: The second generation ztC Edge 250i may be wall or DIN rail mounted, and offers a fan-less, solid state design. The ztC Edge 250i is a powerful system that can support large software workloads that require more storage, processing power, and the choice of high availability or fault tolerance.



[Scan here to view online](#)

¹ Operating temperature ranges listed are for DC power. When AC power is used (using an optional AC Adapter), the recommended range for the ztC Edge 250i is 0 to 50 °C (32 to 122 °F).

² An optional AC Adapter (100-240V, 2.5A, 50-60Hz) may also be used.

³ <https://www.stratus.com/services-support/customer-support/platform-support/ztc-edge-certification/>

⁴ <https://www.stratus.com/services-support/customer-support/platform-support/ztc-edge-host-operating-system-support/>

⁵ <https://www.stratus.com/services-support/customer-support/platform-support/ztc-edge-guest-operating-system-support/>

Other Edge Computing platforms from Stratus

In addition to ztC Edge, Stratus offers [ztC Endurance](#), which enables organizations to run critical applications without downtime or data loss, in edge or data center environments. The platform protects critical applications and data using intelligent, predictive fault tolerance based on Stratus' proven redundant hardware architecture, hardened drivers, and Stratus Automated Uptime Layer with Smart Exchange™ combined with Intel RAS technology and embedded security features. For more information about ztC Endurance, please visit www.stratus.com/ztc-endurance.

Additionally, Stratus offers [ftServer](#), a rack mount fault tolerant server that is designed to run larger scale tier-1 mission critical workloads. Supporting 30+ VMs, ftServer delivers continuously available manufacturing operations and centralized control applications. For more information about ftServer, please visit www.stratus.com/ftserver.

For more information about [Stratus ztC Edge](#), and other reliable edge computing solutions from Stratus, please contact your local sales representative, or visit www.stratus.com/ztc-edge

Find out more

For more information, or to purchase Stratus products, please call 1-800-STRATUS, or visit www.stratus.com.



Proposal for

Western Placer Waste Management Authority

Project

iFIX (SCADA) Software and Server Upgrade

Prepared by

Parth Shah

Wunderlich-Malec
267 Nevada Street
Auburn, CA 95603
Phone: (916) 770-5271
Email: parth.shah@wmeng.com

Proposal # 6225013101

February 05, 2025



Parth Shah
Wunderlich-Malec
267 Nevada Street
Auburn, CA 95603

February 05, 2025

Anelle Concepción
Western Placer Waste Management Authority
3195 Athens Ave
Lincoln, CA 95648

Subject: Proposal 6225013101 - iFIX (SCADA) Software and Server Upgrade

Anelle:

Wunderlich-Malec (WM) offers a proposal for the Western Placer Waste Management Authority (WPWMA) software and hardware upgrades. Per WPWMA Request for iFIX (SCADA) software and server upgrades, WM will provide services as noted herein. WM will provide a team of engineers with expertise in iFIX SCADA applications and version upgrades, server deployment, Windows OS installation, iFIX software installation as well as screen/alarms/trends/historian configuration, and a working knowledge of regional waste management.

A. Scope of Work

Work Plan or Proposal

WM has a thorough understanding of the major tasks and sub tasks required. We have reviewed WPWMA's objectives and work requirements. We are proposing the workplan in a bullet format to aid in a high level understanding, which will largely translate into a project schedule as tasks. Development of the commissioning and implementation plan will require WPWMA input, a process we have successfully managed on several past projects. Our team excels at live operations cutover, parallel operation testing, and uninterrupted processes. For our largest private and public sector clients, this has become the standard expectation.

iFIX 2024

- Install, configure and license iFIX 2024 on the new SCADA servers (Active & Standby)
 - Install the latest SIMS for iFIX 2024
 - Install the required IO drivers
 - Configure iFIX redundancy

GE Proficy Historian 2024 Implementation

- Install, configure and license Proficy Historian 2024 and install the latest SIMs for Historian
 - Install the latest SIMS for Proficy Historian 2024
 - Add tags to the collector from the Historian Administrator



- Merge existing Historian Database into new Historian Database

HMI Conversion Services

- Screens converted as-is. Modifications not provided, but available on request
- Meet with WPWMA staff to review and set expectations
- Test and demonstrate to WPWMA staff to ensure accuracy and functionality of converted screens

Alarm and Event Management

- Install, configure and license WIN-911 alarm management software
 - Ensure the latest iFIX Alarming and EDA SIMS are installed
 - Configure iFIX SCADA servers to work with WIN-911 application
 - Add required start-up tasks
 - Install and configure SQL instance to work with WIN-911
- Replicate existing Win-911 functionality as-is. Modifications not provided, but available on request
- Meet with WPWMA staff to review and set expectations

Security

- Replicate existing iFIX Security Configuration as-is. Modifications not provided, but available on request

Project Management

- Project Kick-off meeting
 - Staff introductions
 - Review project deliverables and expectations

On-site Training

- (1) 1/2 Day Session, upon project completion



B. Schedule and Milestones

Work to commence upon receipt of contract purchase order and following coordination with the WPWMA engineer/project manager.

C. Proposal Price

We offer the above scope of work in accordance with the schedule and clarifications noted for a Lump Sum fee as described in the bid schedule here:

Line	Bid Item	Description
01	Task 01	iFIX Database Consolidation and Update
02	Task 02	GE Proficy Historian Implementation
03	Task 03	HMI Conversion Services
04	Task 04	Develop Alarm and Event Management
05	Task 05	Develop Security
06	Task 06	Software and Hardware Configuration
07	Task 07	Project Management
08	Task 08	Implementation
09	Task 09	Technical Training
10	Task 10	Operator Training
11	Task 11	Acceptance and Testing
12	Task 12	Warranty and Maintenance

Details of items included:

Line	Description
1	PDB exports, de-dup, verify signal conditioning, compile for import
2	Install, configure iFIX 2024
3	Install, configure Historian 2024
4	Migrate history config files, archives, QC data
6	Review graphics, update node names, QC with staff
7	Configure Win911, align with callout
11	HPE configuration
12	Develop schedule, plan, meetings
14	Parallel deployment commissioning
15	Plan, Execute Onsite, (1) 1/2 day session
17	Procedures, Cx process, QC
19	Maintenance Service
50	Expenses, Mileage

D. Pricing Notes

Engineering services are \$185/hr. Local expenses noted are for mileage and meals needed only for on-site work (as-needed up to 20 days). This work will be performed by engineers from WM Auburn CA office.



Time and material projects are subject to the following understanding.

1. Materials required will be competitively bid and quoted upon completion of design, billed at Cost + an agreed markup. Cost includes applicable tax, freight and handling charges and will be detailed on invoices.
2. Subcontractor services provided at Cost + an agreed markup.
3. Normal business hours considered to be Monday thru Friday, excluding holidays, between 8am and 5pm, and serve as the basis for hours/effort quoted.
4. Special consideration given for project effort requiring work outside of normal hours. The requirement for work outside of normal business hours must be stated in the request for services. Flexible scheduling is possible and encouraged.
5. Over-time is defined as effort in excess of (40) hours per week or (8) hours per day, for all effort outside of straight-time hours without prior agreement. Overtime hours are charged at 1.5x Straight Time rate.
6. Premium-time is defined as effort on Sundays and Holidays, Premium-time hours are charged at 2.0x Straight Time rate.
7. Use of over-time or premium-time rates shall be based on written/email approval from the owner representative in advance whenever possible. For planned work, over-time and/or premium-time shall be clearly indicated in the price proposal for the specified work.
8. Travel, living, per diem are billed at Cost + 5%. We follow standard GSA guidelines for per diem.

E. Project Team

The following WM team members will work on the project.

Joe Gruber, Senior Project Manager: Executive project leadership, engineering resource management, financial accounting.

Mr. Gruber brings 30+ years of control system integration among numerous industries including natural gas, semiconductor, food and beverage, hydro utilities, municipal water and alternative energy. As Business Manager, the duties include accountability for business development, project planning, team management, and project execution. This includes project finances, resource planning, technical standards, directing project managers and engineers, interfacing directly with clients and ensuring that all project & customer requirements are achieved. Mr. Gruber maintains a highly technical involvement in his team's effort as well, with a deep understanding of process controls applications, PLC operation and logic, SCADA deployment, and best practices in managing industrial controls applications.

Parth Shah, Senior Controls Engineer: iFIX lead developer, subject matter expert on SCADA upgrade, integration, deployment.

With 10+ years of experience in the controls industry, Mr. Shah's responsibilities have included PLC/HMI/SCADA programming, database management/reporting, installation support, project documentation, panel design, P&ID/PFD development, and customer interface. Parth is an expert in PLC applications by Emerson (Proficy Machine Edition) for PACS PLC, Rockwell (Studio 5000) for ControlLogix and several HMI SCADA platforms including Inductive Automation, GE Digital, Rockwell FactoryTalk. He is highly familiar with working with gas and distribution systems, compressor station controls, water distribution controls, battery manufacturing controls design, data center building and electrical monitoring systems. He also assists in recruiting and training new professionals.

F. Company History

The WM company organization provides for efficient service to clients with collaboration across the country. Our local offices provide management, engineering, and support for your project. Our corporate



headquarters in Minnesota provides accounting, legal, and human resources coordination. We provide you with engineering business managers and project managers as your primary point of contact as well as regular oversight for your project needs. Our teams share best practices and engineering talent across the company, with the goal to offer you the best solution for your project. We have local office locations are throughout the country.

WM engineers are experts on SCADA, EPMS, and Process Control systems application integration nationally. Our team can support you in all aspects of the engineering and programming needed. We have electrical, chemical, mechanical, controls, IT and architectural design services in-house. We manufacture custom modular systems and control panels, program all major brands on industrial controls on a broad range of applications and processes. We provide oversight and subcontract management for trades providing piping, electrical, controls, instrumentation and related installation. We are a member of the Control System Integrators Association (CSIA). We support all phases of your project, via one of our 30+ locations in the US. A dedicated team of engineering, project management and business professionals manages our team.

Wunderlich-Malec originated in the Minneapolis/St. Paul area and has been in business for 40+ years. We are an employee owned (ESOP) company that focuses on strong partnerships with their customers and highly values each member of our team. We are a financially and technically strong company, with expertise in electrical and mechanical engineering, control systems design and integration, and project construction across several industrial markets. We design each project approach to suit the customer's needs and build strong teams through our diverse range of expertise as well as strategic partnerships with our vendors.

The Northern California business is managed by a team of engineering and project management professionals. Joe Gruber has led the Auburn, CA operation since 2016. Bill Storey supports the team with new business development and contract negotiations. The team has extensive experience developing solutions for Hydro power generation, Natural gas compressor stations, Battery and electric vehicle manufacturing, Facility controls, Semiconductor manufacturing facilities, Food & Beverage process control, and other applications. Sacramento team members are highly versed in leading HMI/SCADA applications, PLC/DCS software development, robotics, vision, control/network system design and integration, and on-site construction support of I&C.





G. Industry Experience

The water and wastewater industry is facing ever-increasing challenges. From safety and security to quality and compliance, the need to lower costs and improve asset performance has never been more important. Demand for safe, clean water continues to increase while, at the same time, IT and compliance to NISCC security guidelines continue to become stricter. Today's solutions need to help you create sustainability, lower your costs, maximize assets and comply with changing regulatory standards.

Wunderlich-Malec Environmental is dedicated to meeting the challenges of the municipal water/wastewater industry. Our staff, having years of diverse technology experience and using standard approaches, provides each client with innovative solutions. Our ability to utilize the talents of all Wunderlich-Malec employees, combined with a local presence throughout the United States, make us unique as a nationwide systems integrator.

Our services include project design, electrical and control system drawings, system application development (SCADA, HMI, PLC, reporting), network and radio system design and implementation (RF path studies and on-site verification, network architecture specification and development), custom MCC and Switchgear configurations, simulation and testing, site installation and coordination, and on-going maintenance including 24/7 support contracts.

Our services:

- Treatment plant controls and instrumentation
- Remote lift station and booster pump station systems
- SCADA, HMI, PLC, Reporting
- Copper and fiber networks
- Network security
- Remote access systems
- Cellular and radio telemetry design and implementation
- Controls migration plans and upgrade
- Customized motor control center, switchgear and variable frequency drive configurations
- Simulation and testing
- Site installation and coordination
- Arc-flash, short circuit coordination, and thermo-imaging studies
- VIP Water Maintenance Software Suite design and implementation



H. Application Expertise

Our team has broad experience working with multiple industrial hardware and software applications and products. We are a partner to leading suppliers nationwide.

WM provides expertise in plant floor through ERP level automation, MES, SCADA and other factory automation needs. We provide services ranging from design (electrical, process mechanical, controls, and more), system integration, material/fabrication services for controls, site construction, testing and training services.

WM provides GE Digital application integration nationally. Recognized as a Preferred Solution Partner (PSP), WM has been integrating iFIX and Cimplicity software solutions for 25+ years. Our domain expertise extends over multiple generations of automation products, starting with Series FIX DMACS and Cimplicity UNIX platforms, migrated to Windows OS, and now forward with .NET and HTLM5 solutions. WM continues to help customer migrate forward with GE Digital technology. Our in-house knowledge of legacy technologies for multiple PLC platforms, Remote IO systems, networking, logic development, and HMI solutions is unmatched in the industry.

We are the only system integrator in the US to obtain a GE Digital Strategic Training and Education Partner (STEP) relationship. WM entered into contract in 2002 with GE providing factory certified training. Our engineers develop HMI applications, train our customers, and are here to support your needs. Whether you have a PLC need, HMI product question, network compatibility concern, our team knows the solution. See the training schedule for California locations, and you will find WM offers regular classroom courses. We also offer onsite and distance learning training anywhere in the US. From GE iFIX or Cimplicity fundamentals development to an advanced level, WM can train and support your team.

I. Closing Remarks

Thanks for considering Wunderlich-Malec. We look forward to discussing this further and getting started on the project.

Sincerely,

Parth Shah
Wunderlich-Malec Engineering
Cell: (916) 770-5271
Email: parth.shah@wmeng.com

STATEMENT OF WARRANTY

THIS AGREEMENT CONTAINS THE LIMITED WARRANTY AND TERMS AND CONDITIONS THAT APPLY TO SYSTEMS AND SERVICES SUPPLIED BY WUNDERLICH-MALEC (W-M). THE TERM "SYSTEM" APPLIES TO ALL HARDWARE, SOFTWARE, OR RELATED SERVICES AS DESCRIBED IN THE SYSTEM BILL OF MATERIALS. BUYER AGREES THAT THIS WARRANTY APPLIES TO PURCHASE OF THIS SYSTEM AND SERVICES.

1. SYSTEM LIMITED WARRANTY; DISCLAIMER OF WARRANTIES.

A. DISCLAIMER OF WARRANTIES. THIS LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE "SYSTEM". ANY IMPLIED WARRANTY IS LIMITED IN DURATION TO THE WARRANTY PERIOD DESCRIBED IN SECTION 1.B. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY W-M, ITS AGENTS, OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS LIMITED WARRANTY.

B. STATEMENT OF LIMITED WARRANTY.

Wunderlich-Malec warrants that the System will conform to the specification or description set forth in the proposal and will be free from defects in material and workmanship for a period of 12 months after installation or 18 months after shipment, whichever is shorter ("warranty period"). The foregoing warranties are conditioned upon Buyer's (a) advising W-M of any defects within 30 days after buyer discovers or should have discovered such defect, and, in any event, within 30 days after the end of the "warranty period", and (b) giving W-M prompt and reasonable opportunity to inspect the equipment, (c) keeping adequate records to establish proper operation and maintenance of the equipment (in accordance with W-M instructions) and has not undertaken any repair or alteration of the equipment without W-M's consent, and (d) not being in default of any payment obligations to W-M. The foregoing warranties shall not apply to normal wear and tear, decomposition by chemical action, wear caused by the presence of abrasive materials or damages caused in transit or by misuse, accident, improper installation, negligence, abuse or by abnormal conditions of temperature, moisture or dirt. **THE WARRANTIES SET FORTH IN THIS SECTION ARE WUNDERLICH-MALEC'S SOLE AND EXCLUSIVE WARRANTIES. WUNDERLICH-MALEC MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES ARISING BY CUSTOM, TRADE USAGE, PROMISE, EXAMPLE OR DESCRIPTION.**

C. WUNDERLICH-MALEC DOES NOT WARRANT ANY VENDOR SUPPLIED SYSTEMS. Please refer to the individual warranty provided by the manufacturer of each system that may interface with the W-M supplied System. W-M can assist in determining the proper interfaces with other equipment, but may require additional compensation.

D. WUNDERLICH-MALEC DOES NOT WARRANT OR SUPPORT ANY SOFTWARE. Warranty for software such as operating systems, office suites and any other software included with the system is provided by the manufacturer of the software. W-M warrants the configuration of application software if development was performed by W-M as part of the original System.

E. EXCLUSIONS. THIS LIMITED WARRANTY COVERS NORMAL USE. W-M DOES NOT WARRANT AND IS NOT RESPONSIBLE FOR:

- 1. DAMAGE CAUSED BY FAILURE TO PROVIDE A SUITABLE INSTALLATION OR OPERATING ENVIRONMENT FOR THE SYSTEM AND/OR ACCESSORIES;**
- 2. DAMAGE CAUSED BY IMPACT WITH OTHER OBJECTS, DROPPING, FALLS, LIQUIDS OR GASSES, OR UNEXPECTED IMMERSION IN LIQUIDS;**
- 3. DAMAGE CAUSED BY A POWER SURGE, LIGHTNING OR A DISASTER SUCH AS FIRE, FLOOD, WIND, OR EARTHQUAKE;**
- 4. DAMAGE CAUSED BY UNAUTHORIZED POST-PURCHASED ATTACHMENTS, ALTERATIONS, MODIFICATIONS OR FOREIGN OBJECTS;**
- 5. DAMAGE CAUSED BY THE USE OF THE SYSTEM OR ACCESSORIES FOR PURPOSES OTHER THAN THOSE FOR WHICH THEY ARE CUSTOMARILY USED;**
- 6. DAMAGE CAUSED BY UNAUTHORIZED PROGRAMS, DATA, OR VIRUSES;**
- 7. DAMAGE RESULTING FROM BUYER'S FAILURE TO BACK-UP DATA OR OTHER FILES.**

2. OBTAINING WARRANTY SERVICE. To obtain service under this limited warranty, you must contact Wunderlich-Malec Technical Support. After the warranty period has expired, W-M can provide long term support on a contract or hourly basis.

PAGE INTENTIONALLY LEFT BLANK

**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **JANUARY 8, 2026**
FROM: **ETHAN WALSH**
SUBJECT: **ITEM 7C: FIRST AMENDMENT TO GENERAL MANAGER
EMPLOYMENT AGREEMENT**

RECOMMENDED ACTION:

1. Approve and authorize the Chair to sign the First Amendment to the General Manager Employment Agreement to provide a three percent salary increase.
2. Determine the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

BACKGROUND:

The WPWMA entered into a General Manager Employment Agreement with Scott Scholz to serve as General Manager effective June 15, 2024. On November 13, 2025, the Board of Directors completed its first performance evaluation for Mr. Scholz. Based on the results of that performance evaluation the Board Chair directed legal counsel to prepare an amendment to the Employment Agreement to provide a three percent salary increase to Mr. Scholz, resulting in a salary increase from Two Hundred Ten Thousand Dollars annually, to Two Hundred Sixteen Thousand Three Hundred Dollars annually, with all other substantive terms remaining the same. The First Amendment will be effective as of November 13, 2025, which is the date that the Board completed the General Manager's performance evaluation.

As part of the amendment, WPWMA legal counsel recommends further revisions to remove language from the existing Agreement noting that the General Manager's initial compensation is based on a specific job classification for Placer County, and that the parties intend to use that job classification for purposes of potential future compensation adjustments. This language is no longer necessary, given that the Board is retaining its discretion in setting the salary for the General Manager position.

ENVIRONMENTAL CLEARANCE:

The recommended action is categorically exempt under CEQA Guidelines Section 15061(b)(3), or the "common sense" exemption, in that an adjustment to the General Manager's salary will clearly not result in a potential impact to the environment.

FISCAL IMPACT:

The proposed First Amendment will have an annual impact of \$6,300 for the remainder of the term of the Employment Agreement.

STRATEGIC PLAN/GOALS:

GOAL 5 – Maintain fiscally responsible systems.

**FIRST AMENDMENT TO
GENERAL MANAGER EMPLOYMENT AGREEMENT**

This First Amendment to the General Manager Employment Agreement (“First Amendment”) is by and between the Western Placer Waste Management Authority (“the Authority”) and Scott Scholz (“Employee”) and shall be effective as of November 13, 2025.

WHEREAS, the parties entered into a General Manager Employment Agreement on June 15, 2024 (the “Agreement”);

WHEREAS, the Agreement provides for an annual performance evaluation each year during which the Agreement is in effect;

WHEREAS, the parties have now completed Employee’s evaluation, which included a review of Employee’s compensation;

WHEREAS, the Authority wishes to award Employee a salary increase as of the date on which his evaluation was completed; and

WHEREAS, the parties desire to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions, the parties agree as follows:

1. The first paragraph of Section 4(a) of the Agreement is hereby amended in its entirety to read as follows:

“(a) The Authority agrees to pay Employee for his services rendered pursuant hereto an annual base salary of Two Hundred and Sixteen Thousand Dollars and Three Hundred Dollars (\$216,300.00) per year, paid periodically in accordance with the Authority’s payroll practices and subject to all applicable deductions and withholdings. This salary shall be effective as of November 13, 2025, the date on which Employee’s evaluation was completed. In subsequent years during which this Agreement is in effect, in connection with Employee’s annual performance evaluation, the Board shall determine whether Employee is entitled to any cost of living increase (COLA) or any merit-based salary increase. Even with a positive evaluation, Employee is not guaranteed any compensation increase (whether in the form of a COLA or merit increase). Any such increase is in the sole discretion of the Authority’s Board of Directors.”
2. Except as expressly amended herein, all other terms and conditions of the Agreement, shall remain in full force and effect.

[signatures appear on the following page]

WESTERN PLACER WASTE MANAGEMENT
AUTHORITY

EMPLOYEE

Bonnie Gore
Board Chair

Scott Scholz

APPROVED AS TO FORM:

Ethan Walsh
Counsel