Bill Halldin, City of Rocklin, Chair
John Reedy, City of Lincoln
Shanti Landon, Placer County
Bruce Houdesheldt, City of Roseville
Bonnie Gore, Placer County
Scott Scholz, General Manager

WESTERN PLACER WASTE MANAGEMENT AUTHORITY
MEETING OF THE BOARD OF DIRECTORS

August 13, 2026, 4:30 PM
Materials Recovery Facility Administration Building
3013 Fiddyment Road, Roseville, CA 95747

Teleconference Meeting Location:
33655 Geysers Rd., Cloverdale, CA 95424

The WPWMA Board of Directors August 13, 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 Landon)
3. Roll Call
4. Statement of Meeting Procedures
5. Closed Session

   Government Code §54957(b)(1) – Public Employee Performance Evaluation
   Title: General Manager
6. Public Comment

   This is a time when persons may address the Board regarding items not on this Agenda. It is requested that comments be brief, since the Board is not permitted to take any action on items addressed under Public Comment.
7. Announcements & Information

a.	Report from the General Manager (Scott Scholz)	---
b.	Financial Reports (Stephen Fink)	Pg. 5
c.	Monthly Tonnage Reports (Will Scheffler)	Pg. 7
d.	Annual MRF Processing Fee Adjustment (Will Scheffler)	Pg. 13
e.	Annual Landfill Processing Fee Adjustment (Will Scheffler)	Pg. 17
f.	Operator Update (FCC)	---
g.	Facility Projects Update (Anelle Cantellano)	Pg. 21

8. Consent Agenda

   a. Minutes of the Board Meeting held June 11, 2026 — Pg. 23

      Approve as submitted.

   b. Amendment to the WPWMA's Conflict of Interest Code (Eric Oddo) — Pg. 27

      1. Adopt Resolution 26-04 amending the WPWMA's Conflict of Interest Code.
      2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

   c. Claim Against the WPWMA (WPWMA Counsel) — Pg. 31

      Reject the following claim, as recommended by the offices of WPWMA Counsel and Risk Management:

      WPWMA 26-W1 Pelley, Jacob ($8,500)

9. Action Items

   a. Policy 26-01 Acceptance of Out of County Waste (Scott Scholz) — Pg. 47

      1. Consider the Addendum to the Renewable Placer Waste Action Plan Final Environmental Impact Report addressing acceptance of waste generated outside of Placer County.
      2. Adopt Resolution No. 26-03, adopting Policy 26-01 allowing for the acceptance of waste generated outside of Placer County and determining that based on the supporting information included in the Addendum to the EIR, the recommended actions are each consistent with the Renewable Placer Waste Action Plan Final Environmental Impact Report and Errata certified by the WPWMA Board of Directors on December 8, 2022, including the adopted Mitigation Monitoring and Reporting Program, Findings of Fact, and Statement of Overriding Considerations.
      3. Introduce and waive the first reading of Ordinance No. 26-01, rescinding WPWMA Ordinance 89-01 and determining that based on the supporting information included in the Addendum to the EIR, the recommended actions are each consistent with the Renewable Placer Waste Action Plan Final Environmental Impact Report and Errata certified by the WPWMA Board of Directors on December 8, 2022, including the adopted Mitigation Monitoring and Reporting Program, Findings of Fact, and Statement of Overriding Considerations.
      4. Authorize and direct the General Manager to solicit and negotiate agreements with Non-Placer County municipalities and entities for the acceptance and processing of waste at the WPWMA's Materials Recovery Facility to recover marketable materials.

   b. Recology Corp Yard Lease (Will Scheffler) — Pg. 83

      1. Authorize the General Manager to approve the First Amendment to the Lease Agreement between the WPWMA and the Lincoln-Sewer

Maintenance District 1 Wastewater Authority subject to approval by the LiSWA Board of Directors.

2. Authorize the General Manager to approve and execute the lease of approximately 6 acres on the WPWMA's western expansion property to Recology for use as a corporation yard.
3. Authorize the General Manager to execute a Participating Special Entity Agreement, in substantial conformance with the agreement attached, with the Placer Conservation Authority to receive Incidental Take Permit coverage and to mitigate for impacts resulting from the Corp Yard through compliance with the Placer County Conservation Program for an amount not to exceed $200,000.
4. Determine that the recommended actions conform to the 2022 Renewable Placer Waste Action Plan Final Environmental Impact Report (SCH#2019039087), and that further California Environmental Quality Act review is not required.

c. MSW Recovery Rate & Operating Agreement (Eric Oddo) Pg. 125

1. Provide direction to staff related to FCC's failure to meet the Guaranteed Minimum Recycling Level for Municipal Solid Waste for FY 2025/26 as required by the MRF Operating Agreement.
2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

10. Reports from Directors

11. Upcoming Agenda Items

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

12. Adjournment

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Western Placer Waste Management Authority - Operations Fund Income Statement
(unaudited/depreciation excluded)
Year-to-Date
June 2026

	Annual Budget	Year to Date Budget	Year to Date Actuals	Year to Date $ Variance	% Variance	Notes
Revenue						
42005:Fair Market Value Adjustment	-	-	(83,378)	(83,378)		Reversal of FY25 Placer County entry to book FMV. Per County, this is done so that they can easily just book to market at the end of the year.
42010:Investment Income						
RC0560 Interest / Investment Income	837,480	837,480	1,279,825	442,345	52.8%	Placer County Investment Income performing better than budgeted
RC0580 Interest with Fiscal Agent	290,747	290,747	662,771	372,024	128.0%	Series A Bond 2022 interest performing better than budgeted
42030:Rents and Concessions	508,130	508,130	385,776	(122,354)	-24.1%	Royalties are trending less that originally budgeted.
42040:Lease Principal Income (Lessor)	-	-	1,457	1,457		
42045:Lease Interest Income (Lessor)	-	-	1	1		
42050:Lease Principal True Up (Lessor)	-	-	(98)	(98)		
44270:State Aid - Other Programs	3,997,286	3,997,286	2,066,250	(1,931,036)	-48.3%	Some of the funds recevied were used to offset receivable with State Aid Grant Funds and Grant Receivable.
46220:Sanitation Services Landfill	-	-	(13,942)	(13,942)		Transfer 0f Tier 1 Capital Improvement Fee to correct fund.
46240:Sanitation Services - Other	28,278	28,278	31,153	2,875	10.2%	This will post via a reclass at the end of fiscal year, roads improvements related revenue.
46250:Solid Waste Disposal	50,468,847	50,468,847	51,395,477	926,630	1.8%	Trending slightly better than budgeted
46360:Other Fees and Charges	-	-	174	174		
48030:Miscellaneous	50,000	50,000	1,144,730	1,094,730		Financing fees and liquidated damages assessment against FCC. Including 2 significant LDs in December, 262.7k Disincentive 3rd Quarter, 215.5k LD for November MRF delays. Also, Q1 and Q2 Landfill Compaction Disincentive for 166k and 95k.
49040: Gain/Loss on Fixed Asset Disposal	-	-	-	-		
49080: Operating Transfers In	-	-	-	-		
Total Revenue	**56,180,768**	**56,180,768**	**56,870,196**	**689,428**	1.2%	
Expenses						
Capital Assets:						
54430:Buildings & Improvements	4,278,954	4,278,954	3,046,353	1,232,600	28.8%	25th Revenue Bond Disbursement for MRF project 1.9million, and 26th Revenue Bond Disbursement for MRF of 934k
54450:Equipment	1,844,811	1,844,811	303,692	1,541,119	83.5%	1.2 million equipment costs expensed in FY2025. Vehicles only purchased in FY2026.
54470:Infrastructure	1,230,000	1,230,000	-	1,230,000	100.0%	No charges realized YTD.
54480:Land Improvements	3,274,428	3,274,428	1,025,358	2,249,070	68.7%	Trending lower than projected YTD.
54490: Intangible Assets	-	-	74,343			SCADA Server Installation and Software Setup
Operating Expenses:						
51010:Wages and Salaries	3,785,509	3,785,509	3,557,817	227,692	6.0%	2 positions budgeted not hired for much of the year, Engineer and USW.
52030:Clothing and Personal	7,950	7,950	4,140	3,810	47.9%	We budgeted more for Clothing and Personal expenses then necesarry.
52040:Communication Services Expense	7,500	7,500	7,327	173	2.3%	
52050:Food	1,000	1,000	4,563	(3,563)	-356.3%	Drinking water, Lunch and Learn food purchases, BOD food purchases
52060:Household Expense	1,500	1,500	1,121	379	25.3%	
52080:Insurance	837,300	837,300	1,033,341	(196,041)	-23.4%	Alliant insurance services higher than projected. In addition, vehicle 6 month policy purchased for 6k. Placer County ISF charges are 136k per quarter, significantly higher than projected.
52140:Parts	1,000	1,000	5,838	(4,838)	-483.8%	Seat covers and floor mats for new Colorados 1.2k, battery, trailer hitch for fusion welder, and other misc parts.
52160:Maintenance	104,508	104,508	83,491	21,017	20.1%	Drone Deploy, Aqua Sierra Controls, Carolina Software (WasteWorks), GE Vernova (Engineering Software), EMS Bruel & Kjaer Inc. (odor management).
52161:Maintenance - Building	15,000	15,000	29,554	(14,554)	-97.0%	$17.7k in building work orders during Q2. HVAC, Lightning, Electrical locks preventive maintenance.
52170:Fuels & Lubricants	30,000	30,000	28,444	1,556	5.2%	
52180:Materials - Buildings & Improvements	10,000	10,000	35,788	(25,788)	-257.9%	Perf Pipe and End Caps for Mod 6 LCRS Expansion, $5.3k. 2 Generators $2.6k, Perf Pip for Module 6 $10.3k and other misc. parts.
52220:Laboratory Supplies	12,500	12,500	7,372	5,128	41.0%	We budgeted more for Laboratory Supplies then necessary.
52240:Professional / Membership Dues	12,000	12,000	15,042	(3,042)	-25.3%	Solid Waste Association, SWANA, REHS, SCADA servers warranty for 4.7k
52250:Services and Supplies	3,000	3,000	-	3,000	100.0%	
52260:Misc Expense	200	200	530	(330)	-165.0%	
52320:Printing	20,000	20,000	48,983	(28,983)	-144.9%	New Scalehouse ticket vendor charging higher than expected. Reverting back to old vendor.
52330:Other Supplies	32,000	32,000	19,145	12,855	40.2%	Office supplies, paper, toner, other stationary down YTD.
52340:Postage	3,000	3,000	2,535	465	15.5%	
52360:Prof. & Special Svcs - General	3,552,546	3,552,546	3,396,958	155,588	4.4%	
52370:Professional and Special Services - Legal	300,000	300,000	96,379	203,621	67.9%	Legal needs trending lower than budget.
52380:Prof. & Special Svcs - Tech., Eng. & Env.						
SC3140 Building Maintenance Install and Repair Ser	25,000	25,000	53,533	(28,533)	-114.1%	3D technology services removal and replacement of 2 flare tower cameras in July for $9k. Drain and patch liner with additional services in March for 16k. T&M work from March through April for $26k.
SC3180 MRF Operations	29,847,543	29,847,543	29,484,230	363,313	1.2%	We did exceed our budget in tonnage, but due to an FCC disincentive accrual for FY26 in the amount of ~700k we did end up with a positive variance to budget.
SC3190 Landfill Operations	2,958,654	2,958,654	2,850,611	108,043	3.7%	
SC3290 Controlling and Measuring Instruments and Sup	-	-	894	(894)		
SC3320 Environmental and Ecological Services	40,000	40,000	33,896	6,104	15.3%	We budgeted more Environmental and Ecological Services expense then necessary.
SC3322 Hazardous Waste	500	500	-	500	100.0%	
52390:Prof. & Special Svcs - County	138,000	138,000	100,867	37,133	26.9%	County special services charges, ACO charges were $25k less than expected. No further charges expected.
52400:Prof. & Special Svcs - IT	100,000	100,000	153,076	(53,076)	-53.1%	Placer County IT Core Charges and Countwide Systems billings trending far higher than budget.
52440:Rents and Leases - Equipment	100,000	100,000	50,168	49,832	49.8%	Rental charges outstanding, Dozer rental, Holt of California and regrade the surface of landfill for water damage.
52450:Rents and Leases - Buildings & Improvements	100	100	18,112	(18,012)	-18011.9%	Install and rental of office trailer needed for staff.
52460:Small Tools & Instruments	3,000	3,000	3,122	(122)	-4.1%	
52470:Employee Benefit Systems	20,000	20,000	11,652	8,348	41.7%	We weren't able to get non-County employees up and running for as much of FY26, this cost will grow into FY27.
52480:PC Acquisition	50,000	50,000	12,681	37,319	74.6%	Minimal PC purchases YTD.
52510:Commissioner's Fees	6,000	6,000	3,700	2,300	38.3%	We budgeted more Commissioner's Fees then necessary.
52540:Signing & Safety Material	15,000	15,000	94	14,906	99.4%	We budgeted more for Signing & Safety Material then necessary.
52560:Small Equipment	10,000	10,000	107,028	(97,028)	-970.3%	McElroy Fusion Welder Accessories, $9.2k, Chemical Storage Locker $21.7k, LoCi land fill gas collection $53k
52570:Advertising	506,635	506,635	308,887	197,748	39.0%	Expenses trending lower than budget.
52580:Special Department Expense	10,000	10,000	2,670	7,330	73.3%	We budgeted for more Special Department Expenses then necessary.
52781:Employee Engagement Expense	2,500	2,500	1,645	855	34.2%	Employee Engagement Expenses lower than expected.
52785:Training / Education	15,000	15,000	2,213	12,787	85.2%	Trending lower than projected YTD.
52790:Transportation and Travel	30,000	30,000	9,961	20,039	66.8%	No fleet costs after July 2025, WPWMA purchased vehicles, annual cost should be closer to 10k.
52800:Utilities	160,000	160,000	178,022	(18,022)	-11.3%	Trending higher than projected YTD, sewer fees were billed for 43k.
52810:Operating Materials	2,000	2,000	-	2,000	100.0%	
53042:SBITA Principal	-	-	38,458	(38,458)		For reclass of the current year SBITA payments to principal and interest expense.
53082:SBITA Interest	-	-	1,951	(1,951)		For reclass of the current year SBITA payments to principal and interest expense.
53050:Debt Issuance Costs	-	-	-	-		
53060:Bond Interest	4,360,770	4,360,770	3,763,199	597,571	13.7%	Actual to budget difference is due to timing of interest payments.
53190:Taxes and Assessments	426,602	426,602	404,156	22,446	5.3%	NOV-5953 Accrued at $170k, Actual Settlement of $50k. Creating a budget surplus, other taxes are trending higher.
53250:Contributions to Other Agencies	287,895	287,895	287,895	-	0.0%	
53390:Transfer Out A-87 Costs	15,000	15,000	8,719	6,281	41.9%	Favorable variance due to timing of charges from County.
54550:Returned Payments (Cash Sales Only)	-	-	25	(25)		
55510:Operating Transfer Out	-	-	-	-		
55561:Interfund/Intrafund Activities Out	-	-	36	(36)		
59000:Appropriation for Contingencies	-	-	-	-		
Total Expenses	**58,494,905**	**58,494,905**	**50,719,616**	**7,849,632**	13.4%	
Net Income/(Loss)	**(2,314,136)**	**(2,314,136)**	**6,150,580**	**8,539,060**	-369.0%	
Additional non Income Statement Transactions:						
Bond Proceeds	5,373,765	9,398,193		9,398,193	100.0%	
Planned use of Reserves	2,850,000	2,850,000	-	2,850,000	100.0%	
Total with Bond Proceeds and Reserves	**5,909,629**	**9,934,056**	**6,150,580**	**20,787,253**	209.3%	

Notes:
1. 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.
2. Differences in the coding between the budgeted and actual revenues and expenses may result in notable reported discrepancies within the report.
3. Additional non income Statement Transactions reflect amounts from WPWMA's Balance Sheet and are shown on this report for tracking and informational purposes only.

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Fiscal Year 2026-2027

Combined Revenue

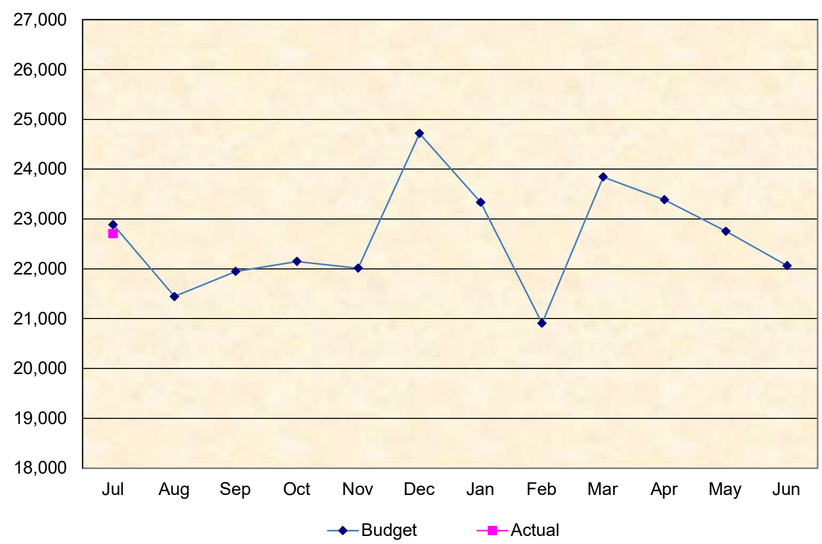
Month	Budget	Actual	Variance
Jul	$4,401,052	$4,371,205	($29,847)
Aug	$4,127,634		
Sep	$4,232,122		
Oct	$4,323,968		
Nov	$4,055,266		
Dec	$4,400,782		
Jan	$4,229,466		
Feb	$3,777,318		
Mar	$4,552,810		
Apr	$4,533,637		
May	$4,435,153		
Jun	$4,258,493		
Totals:	$51,327,701	$4,371,205	($29,847)

Combined Tipping Fee Revenue Year to Date

Budget	$4,401,052
Actual:	$4,371,205
Variance	($29,847)

MSW Tonnage

Month	Budget	Actual	Variance
Jul	22,885	22,709	(177)
Aug	21,444		
Sep	21,948		
Oct	22,149		
Nov	22,015		
Dec	24,716		
Jan	23,336		
Feb	20,910		
Mar	23,842		
Apr	23,385		
May	22,755		
Jun	22,063		
Totals:	271,448	22,709	(177)



MSW Tonnage Year to Date

Budget:	22,885
Actual:	22,709
Variance	(177)

C&D Tonnage

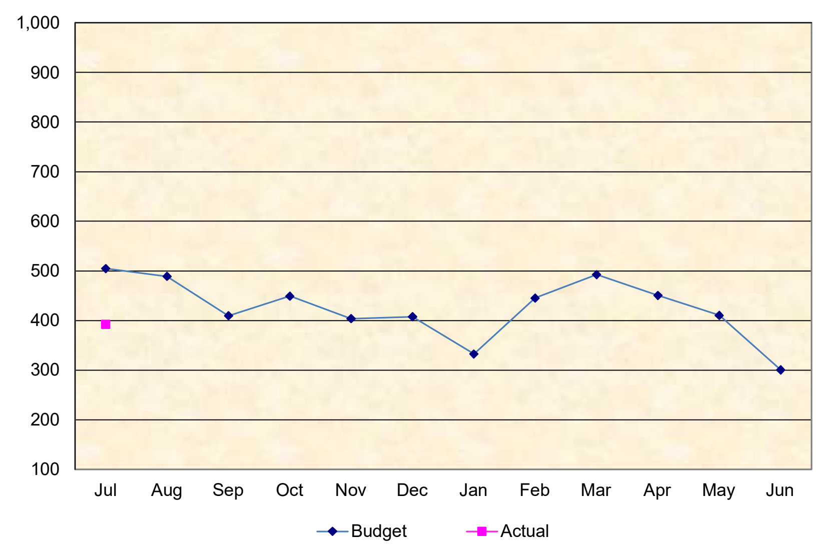
Month	Budget	Actual	Variance
Jul	10,400	10,232	(168)
Aug	9,611		
Sep	9,755		
Oct	10,094		
Nov	7,882		
Dec	7,063		
Jan	8,050		
Feb	7,462		
Mar	9,908		
Apr	9,657		
May	9,666		
Jun	9,732		
Totals:	109,281	10,232	(168)

C&D Tonnage Year to Date

Budget:	10,400
Actual:	10,232
Variance	(168)

Sludge & Mixed Inerts Tonnage

Month	Budget	Actual	Variance
Jul	505	393	(112)
Aug	489		
Sep	410		
Oct	449		
Nov	404		
Dec	408		
Jan	333		
Feb	445		
Mar	493		
Apr	451		
May	411		
Jun	301		
Totals:	5,098	393	(112)



Sludge & Mixed Inerts Tonnage Year to Date

Budget:	505
Actual:	393
Variance	(112)

Green Waste Tonnage

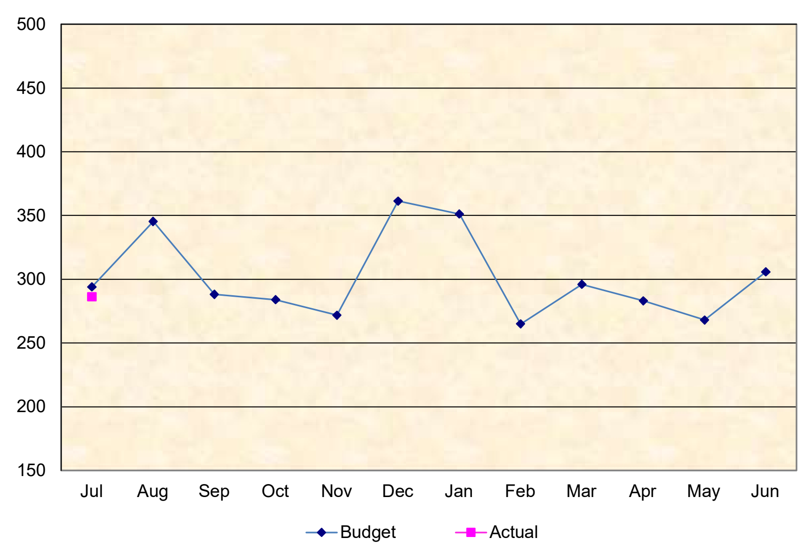
Month	Budget	Actual	Variance
Jul	4,337	4,195	(141)
Aug	4,135		
Sep	4,460		
Oct	4,791		
Nov	5,337		
Dec	6,827		
Jan	5,373		
Feb	4,263		
Mar	5,298		
Apr	6,229		
May	5,704		
Jun	4,758		
Totals:	61,513	4,195	(141)

Green Waste Tonnage Year to Date

Budget:	4,337
Actual:	4,195
Variance	(141)

Food Waste Tonnage

Month	Budget	Actual	Variance
Jul	294	286	(8)
Aug	345		
Sep	288		
Oct	284		
Nov	272		
Dec	361		
Jan	351		
Feb	265		
Mar	296		
Apr	283		
May	268		
Jun	306		
Totals:	3,614	286	(8)



Food Waste Tonnage Year to Date

Budget:	294
Actual:	286
Variance	(8)

Inerts Tonnage

Month	Budget	Actual	Variance
Jul	1,893	2,216	324
Aug	1,869		
Sep	2,135		
Oct	2,096		
Nov	1,557		
Dec	1,365		
Jan	1,346		
Feb	1,381		
Mar	2,228		
Apr	1,936		
May	2,254		
Jun	2,038		
Totals:	22,096	2,216	324

Inerts Tonnage Year to Date

Budget:	1,893
Actual:	2,216
Variance	324

Wood Tonnage

Month	Budget	Actual	Variance
Jul	719	577	(142)
Aug	704		
Sep	673		
Oct	694		
Nov	531		
Dec	536		
Jan	628		
Feb	598		
Mar	669		
Apr	713		
May	773		
Jun	736		
Totals:	7,974	577	(142)

Wood Tonnage Year to Date

Budget:	719
Actual:	577
Variance	(142)

Miscellaneous Tipping Fee Revenue

Month	Budget	Actual	Variance
Jul	$34,096	$38,854	$4,757
Aug	$35,541		
Sep	$30,539		
Oct	$30,822		
Nov	$28,365		
Dec	$26,443		
Jan	$31,962		
Feb	$29,157		
Mar	$34,805		
Apr	$31,479		
May	$37,287		
Jun	$34,729		
Totals:	$385,225	$38,854	$4,757

Miscellaneous Tipping Fee Revenue Year to Date

Budget:	$34,096
Actual:	$38,854
Variance	$4,757

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

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MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY

TO: **WPWMA BOARD OF DIRECTORS** DATE: **AUGUST 13, 2026**

FROM: **SCOTT SCHOLZ / WILL SCHEFFLER** WS

SUBJECT: **ITEM 7D: ANNUAL MRF PROCESSING FEE ADJUSTMENT**

RECOMMENDED ACTION:

None. This item is presented for information only.

BACKGROUND:

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

At the June 11, 2026 meeting, your Board approved the First Amended and Restated MRF Operating Agreement between WPWMA and FCC. As part of that agreement, the annual processing fee adjustment is capped at a maximum of 3.75% year-over-year.

Staff reviewed the fee adjustment calculations submitted by FCC (attached) and agrees with the inflationary adjustment factor is 1.1287 relative to the 2022/23 base year, which would yield an approximately 5.6% year-over-year increase. However, with the 3.75% cap in place, the actual fee increases for 2026/27 are shown below:

	FY 2025/26	FY 2026/27
MSW Processing Fee (per ton)	$69.01	$71.60
C&D and Inert Materials Processing Fee (per ton)	$47.77	$49.56
Green Waste and Food Waste Processing Fee (per ton)	$54.88	$56.94
Wood Waste Processing Fee (per ton)	$42.69	$44.29
HHW Facility Operating Fee (annual)	$509,332.41	$528,431.95

FISCAL IMPACT:

Based on the estimated quantities of materials presented in the FY 2026/27 Budget, staff estimates FCC will be paid approximately $1,353,060 more as a result of this fee adjustment than if the processing fees had remained at the FY 2025/26 rates.

The adjustment to FCC's fee structure does not change the current tipping fees charged to the WPWMA's customers. Sufficient funding was included in the FY 2026/27 Budget to account for the increase in FCC's fees to operate the MRF.

ATTACHMENT: FCC MRF 2026 COLA CALCULATIONS

Environmental Services

7/22/26

Mr. Scott Scholz, General Manager
Western Placer Waste Management Authority
3013 Fiddyment Rd.
Roseville, CA 95747

RE: FCC Annual COLA adjustments (MRF/Landfill)

Dear Mr. Scholz,

In accordance with the MRF and Landfill agreements, FCC Environmental Services hereby requests the annual rate increase effective July 01, 2026.

The attached Cost of Living Adjustment (COLA) worksheet reflects the annual rate increases calculated in accordance with section 6.5 of the MRF agreement, and section 7.3 of the Landfill agreement.

Please review the attached documents and if you have any questions or require additional information, please don't hesitate to contact us.

Regards,

Tony Perez

Tony Perez
Area Manager
FCC Environmental Services California, LLC

Cc: Carlos Puebla, COO
Andrea Rodriguez, VP of Engineering and Post Collections
Eric Oddo, WPWMA Program Manager
William Scheffler, WPWMA Operations Superintendent

COLA ADJUSTMENT

MRF			2022		2026
					17.44%
ECI_i (Series ID CIU2010000000240I)					181.213
ECI_o			30%		154.300
					13.43%
CPI-U (West)					363.211
CPI-U (West)			50%		320.195
					6.14%
PPIi (Series ID WPU00000000)					275.979
PPI_o			15%		260.014
Max annual increase			3.75%		
COLA					**1.1287**

		2022		2025		2026
MSW Tonnage below 250,000 tons per year:	$	64.56	$	69.01	$	71.60
MSW Tonnage above 250,000 tons per year:	$	59.48	$	63.58	$	65.96
HHW operation per year:	$	476,487.00	$	509,332.00	$	528,431.95
Source separated green waste:	$	51.34	$	54.88	$	56.94
Source separated wood waste:	$	39.94	$	42.69	$	44.29
Construction & Demolition:	$	44.69	$	47.77	$	49.56

LANDFILL	2022	2026
ECI_i (Series ID CIU2010000000240I)		181.21
ECI_o		154.3
PPIi (Series ID: WPU03T15M05)		279.566
PPI_o		254.556
$PPIF_i$ (Series ID: WPU057)		311.485
$PPIF_o$		364.665
COLA		**1.0770**

		2022		2026
New Annual Fee Base Rate:	$	2,511,231.00	$	2,704,702.62
New Processing Fee:	$	30.82	$	33.19

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MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY

TO: **WPWMA BOARD OF DIRECTORS** DATE: **AUGUST 13, 2026**

FROM: **SCOTT SCHOLZ / WILL SCHEFFLER** WS

SUBJECT: **ITEM 7E: ANNUAL LANDFILL PROCESSING FEE ADJUSTMENT**

RECOMMENDED ACTION:

None. This item is presented for information only.

BACKGROUND:

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

Staff reviewed the fee adjustment calculations submitted by FCC (attached) and agrees with the inflationary adjustment factor of 1.0770 relative to the 2022/23 base year. The adjustment reflects a 5.28% year-over-year increase in the fees paid to FCC as shown below:

	FY 2025/26	FY 2026/27
Processing and Disposal Fee (per ton)	$31.53	$33.19
Minimum Annual Payment	$2,569,006	$2,704,596
Airspace Conservation Incentive (per cy)	$8.18	$8.60
Airspace Conservation Disincentive (per cy)	$11.25	$11.85

FISCAL IMPACT:

Staff estimates FCC will be paid $135,590 more as a result of this fee adjustment than if the processing fees had remained at the FY 2025/26 rates.

The adjustment to FCC's fee structure does not change the current tipping fees charged to the WPWMA's customers. Sufficient funding was included in the FY 2026/27 Budget to account for the increase in FCC's fees to operate the WRSL.

ATTACHMENT: FCC WRSL 2026 COLA CALCULATIONS

7/22/26

Mr. Scott Scholz, General Manager
Western Placer Waste Management Authority
3013 Fiddyment Rd.
Roseville, CA 95747

RE: FCC Annual COLA adjustments (MRF/Landfill)

Dear Mr. Scholz,

In accordance with the MRF and Landfill agreements, FCC Environmental Services hereby requests the annual rate increase effective July 01, 2026.

The attached Cost of Living Adjustment (COLA) worksheet reflects the annual rate increases calculated in accordance with section 6.5 of the MRF agreement, and section 7.3 of the Landfill agreement.

Please review the attached documents and if you have any questions or require additional information, please don't hesitate to contact us.

Regards,

Tony Perez

Tony Perez
Area Manager
FCC Environmental Services California, LLC

Cc: Carlos Puebla, COO
Andrea Rodriguez, VP of Engineering and Post Collections
Eric Oddo, WPWMA Program Manager
William Scheffler, WPWMA Operations Superintendent

COLA ADJUSTMENT

MRF	2022	2026
		17.44%
ECI_i (Series ID CIU2010000000240I)		181.213
ECI_o	30%	154.300
		13.43%
CPI-U (West)		363.211
CPI-U (West)	50%	320.195
		6.14%
PPIi (Series ID WPU00000000)		275.979
PPI_o	15%	260.014
Max annual increase	3.75%	
COLA		**1.1287**

	2022	2025	2026
MSW Tonnage below 250,000 tons per year:	$ 64.56	$ 69.01	$ 71.60
MSW Tonnage above 250,000 tons per year:	$ 59.48	$ 63.58	$ 65.96
HHW operation per year:	$ 476,487.00	$ 509,332.00	$ 528,431.95
Source separated green waste:	$ 51.34	$ 54.88	$ 56.94
Source separated wood waste:	$ 39.94	$ 42.69	$ 44.29
Construction & Demolition:	$ 44.69	$ 47.77	$ 49.56

LANDFILL	2022	2026
ECI_i (Series ID CIU2010000000240I)		181.21
ECI_o		154.3
PPIi (Series ID: WPU03T15M05)		279.566
PPI_o		254.556
$PPIF_i$ (Series ID: WPU057)		311.485
$PPIF_o$		364.665
COLA		**1.0770**

	2022	2026
New Annual Fee Base Rate:	$ 2,511,231.00	$ 2,704,702.62
New Processing Fee:	$ 30.82	$ 33.19

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MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY

TO: **WPWMA BOARD OF DIRECTORS** DATE: **AUGUST 13, 2026**

FROM: **SCOTT SCHOLZ / ANELLE CANTELLANO** AC

SUBJECT: **ITEM 7G: FACILITY PROJECTS UPDATE**

RECOMMENDED ACTION:

None. This item is for information purposes only.

BACKGROUND:

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

MRF Improvements

As the project scope nears completion, staff are working diligently with FCC to monitor all remaining punch-list items. WPWMA has sent out an example Systems Performance Test to FCC, which they are in the process of reviewing.

Van Dyk has completed mechanical and electrical installation of the odor control equipment, and are working through commissioning of the entire system, including the odor control equipment. Additional fire protection installation at the paper dryer has received jurisdictional approval and is pending FCC onboarding of a contractor for installation. During this period, the paper dryer remains non-operational due to significant fire safety concerns.

Scale and scale-house construction north of the C&D facility is complete. WPWMA staff are working to integrate the scales into operations, and FCC is working to complete remaining punch list items to render the scale usable for an agreed upon traffic flow plan. Card-reader kiosks have been ordered and are expected to be installed in the next several months.

Liner Investigation

WPWMA continue to work with the project consultant to provide a final solution / mitigation proposal for further review by the Water Board.

South Placer Wastewater Authority Compliance Project

Construction began the week of June 8, 2026 and the concrete pad for the Bio Filtro waste water filtration system has been poured with work continuing on the remaining infrastructure. The expected completion date for construction is August 31, 2026. The final compliance date is October 26, 2026.

Odors

Staff continue to work with FCC regarding intermittent odors from the compost and water quality ponds to ensure operational protocols are followed. FCC anticipates emptying and cleaning the south compost pond by October 1st, 2026 to remove odorous sediment.

Jacobs Engineering is evaluating the power supply needs for additional aeration infrastructure in the south compost pond to reduce odors and staff will provide updates to your Board as this project progresses.

WESTERN PLACER WASTE MANAGEMENT AUTHORITY
Minutes of June 11, 2026

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

Directors Present:	**Staff Present:**	
Bill Halldin	Scott Scholz	Josh Nelson, BBK
John Reedy	Stephen Fink	Brittney Ward
Bruce Houdesheldt	Will Scheffler	
Bonnie Gore	Ryan Schmidt	

1. Call Meeting to Order: Chair Halldin called the meeting to order at 5:32 PM.
2. Pledge of Allegiance: Director Reedy led the Pledge of Allegiance.
3. Roll Call: Director Landon was absent; Director Reedy arrived at 5:32 PM.
4. Statement of Meeting Procedures: Brittney Ward read the statement of meeting procedures.
5. Public Comment: None
6. Announcements & Information
   a. Report from the General Manager
      Scott Scholz provided the following updates:
      - WPWMA's first "bring your child to work day" was held June 10, 2026
      - WPWMA worked with Placer County to dispose of 4 loads of fruit trees infected with glassy-winged sharpshooters from local Costco stores
      - CalFire conducted a successful controlled training burn on June 8th on the WPWMA's western property
      - BioFiltro construction project has started
      - SB1383 second quarterly audit will start on June 21st
      - WPWMA will be hosting an industry roundtable including CalRecycle, local jurisdictions, and key stakeholders on SB54 on June 22, 2026
      - Final CalRecycle Organics Grant reimbursement of $2.74M received; $9.84M of $10M total Organics grant received
      - Justin Pace, one of the WPWMA Utility Service workers who was injured at work on January 9, 2026 has been fully released and is back to work.
      - WPWMA hired another Utility Service Worker and an Assistant Engineer

   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 (FCC Area Manager) announced that the second quarter SB1383 sampling is scheduled to begin on June 21st. He noted that FCC is committed to being more hands-on going forward and is actively searching for a new General Manager who will be a strong, long-term fit for the organization. Mr. Perez recognized his team for their hard work and dedication.

   e. Facility Projects Update: Ryan Schmidt summarized the report and answered questions from the board.

7. Consent Agenda
   a. Minutes of the Board Meeting held May 14, 2026

      Staff recommended the Board approve the minutes as submitted.

   b. Memorandum of Understanding between WPWMA and the Placer County Auditor-Controller (Stephen Fink)

      Staff recommended the Board:

      1. Authorize the Chair and the General Manager, upon review and approval by WPWMA Counsel, to sign a Memorandum of Understanding with the Placer County Auditor-Controller related to providing ongoing financial and accounting services for an annual cost of $82,500.
      2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

      The Chair opened public comment; no comments were received.

      MOTION TO APPROVE CONSENT AGENDA: Houdesheldt/Reedy/Unanimous

8. Action Items
   a. LFG Beneficial Use Agreement with Ameresco (Scott Scholz)

      Staff recommended the Board:

      1. Authorize the General Manager, upon review and approval by WPWMA Counsel, to execute a landfill gas supply agreement and site lease with Ameresco Placer Energy LLC for operation of a landfill gas to energy facility at the Western Regional Sanitary Landfill.
      2. Determine that the recommended action is categorically exempt pursuant to California Environmental Quality Act Guidelines Section 15301.

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

      The Chair opened public comment; no comments were received.

      MOTION TO APPROVE ITEM 8a: Gore/Houdesheldt/Unanimous

   b. First Amended and Restated MRF Operating Agreement (Scott Scholz)

      Staff recommended the Board:

      1. Authorize the Chair to execute the First Amended and Restated Operating Agreement between WPWMA and FCC Environmental Services California LLC for operation of the Materials Recovery Facility.
      2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

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

      The Chair opened public comment; no comments were received.

      MOTION TO APPROVE ITEM 8b: Houdesheldt/Gore/Unanimous

9. Reports from Directors:
10. Upcoming Agenda Items: None.
11. Adjournment: Meeting was adjourned at 6:15PM.

Respectfully Submitted,

Brittney Ward, Clerk of the Board

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MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY

TO: **WPWMA BOARD OF DIRECTORS** DATE: **AUGUST 13, 2026**

FROM: **SCOTT SCHOLZ / ERIC ODDO** EO

SUBJECT: **ITEM 8B: AMENDMENT TO THE WPWMA'S CONFLICT OF INTEREST CODE**

RECOMMENDED ACTION:

1. Adopt Resolution 26-04 amending the WPWMA's Conflict of Interest Code.
2. Determine that the action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

BACKGROUND:

In August 2002, your Board adopted the Model Conflict of Interest Code as set forth in the California Code of Regulations and in conformance with the California Political Reform Act of 1974 (Act). Your Board subsequently amended the WPWMA's Conflict of Interest Code on September 9, 2010, September 17, 2020, November 10, 2022, and August 8, 2024 to reflect changes to the positions designated therein.

The Act requires that municipal agencies review their conflict-of-interest code biennially to determine compliance with current law, accurately depict designated positions and disclosure levels, and clearly indicate the agency filing officer. After reviewing the WPWMA's Conflict of Interest Code, WPWMA legal counsel determined that the list of designated positions requires revision.

Resolution 26-04 amends the WPWMA's Conflict of Interest Code by specifying the revised list of designated positions. Approval of the Resolution is required to comply with the Act.

ENVIRONMENTAL CLEARANCE:

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

FISCAL IMPACT:

There is no fiscal impact associated with the recommended action.

STRATEGIC PLAN/GOALS:

GOAL 6 – Establish internal policy and inform regional policy.

ATTACHMENT: RESOLUTION 26-04

Before the Board of Directors
Western Placer Waste Management Authority

In the matter of: **Resolution No. 26-04**

DESIGNATION OF POSITIONS REQUIRING DISCLOSURE PURSUANT TO THE FAIR POLITICAL PRACTICES COMMISSION MODEL CONFLICT OF INTEREST CODE

The following **RESOLUTION** was duly passed by the Board of Directors of the Western Placer Waste Management Authority at a regular meeting held August 13, 2026 by the following vote on roll call:

Ayes:

Noes:

Abstain:

Absent:

Signed and approved by me after its passage.

____
Chair, Western Placer
Waste Management Authority

____
Clerk of said Board

WHEREAS, the Political Reform Act of 1974, as amended ("the Act") requires that each municipal agency subject to the Act, including the Western Placer Waste Management Authority, adopt a local Conflict of Interest Code; and

WHEREAS, the Act requires the designation of positions within each agency subject to the adopted Conflict of Interest Code and the types of reportable interests which must be disclosed by any such designated position; and

WHEREAS, the Fair Political Practices Commission in administering the Act has adopted a regulation (2 California Code of Regulations §18730) which permits agencies subject to the Act to adopt, by reference, the Model Conflict of Interest Code developed by the Fair Political Practices Commission; and

WHEREAS, in 2002 pursuant to Resolution 02-04, the Western Placer Waste Management Authority adopted said Model Conflict of Interest Code and designated those persons in the service of the Western Placer Waste Management Authority occupying designated positions requiring disclosure pursuant to the Act; and

WHEREAS, in 2010 pursuant to Resolution 10-07, the Western Placer Waste Management Authority amended Resolution 02-04 revising the list of designated positions and their disclosure level and designating the agency filing officer; and

WHEREAS, in 2020 pursuant to Resolution 20-03, the Western Placer Waste Management Authority amended Resolution 10-07 revising the list of designated positions and their disclosure level and designating the agency filing officer; and

WHEREAS, in 2022 pursuant to Resolution 22-10, the Western Placer Waste Management Authority amended Resolution 20-03 revising the list of designated positions and their disclosure level and designating the agency filing officer; and

WHEREAS, in 2024 pursuant to Resolution 24-07, the Western Placer Waste Management Authority amended Resolution 22-10 revising the list of designated positions and their disclosure level and designating the agency filing officer; and

WHEREAS, the designated positions listed in Resolution 24-07 now require modification.

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

1. That the adopted Conflict of Interest Code of the Western Placer Waste Management Authority shall apply and be applicable to those persons in the service of the Western Placer Waste Management Authority as listed below. Each person occupying each designated position shall be assigned the disclosure category set forth below.

2. That each person in each designated position, as listed below, shall report, as required by the Western Placer Waste Management Authority's adopted Conflict of Interest Code, all reportable interests for their particular disclosure category.

3. Designated Positions / Disclosure Category

Designated Positions	Disclosure Category
Board of Directors	1
Board of Directors – Alternate	1
General Manager	1
Program Manager/WPWMA Secretary	1
Waste Management Operations Superintendent	1
Senior Civil Engineer	1
Supervising Environmental Resources Specialist	1
WPWMA Counsel	1
Deputy WPWMA Counsel	1

4. Disclosure Category 1: Persons in this category shall disclose (i) all income including gifts, loans and travel payments, (ii) all investments, (iii) interests in real property located within the jurisdiction or within two miles of the boundaries of the jurisdiction of any land owned or used by the Western Placer Waste Management Authority, and (iv) all positions in business entities.

5. Designated Filing Officer: WPWMA Secretary

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MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY

TO: **WPWMA BOARD OF DIRECTORS** DATE: **AUGUST 13, 2026**

FROM: **ETHAN WALSH, WPWMA COUNSEL**

SUBJECT: **ITEM 8C: CLAIM AGAINST THE WPWMA**

RECOMMENDED ACTION:

Reject the following claim, as recommended by the offices of WPWMA Counsel and Risk Management:

WPWMA 26-W1 Pelley, Jacob ($8,500)

BACKGROUND:

On June 5, 2026, WPWMA received the attached claim for damages from a customer utilizing the WPWMA's facility on the morning of May 5, 2026.

After discussing with the General Manager, WPWMA Counsel advised the WPWMA forward the claim to Placer County Risk Management for its review and recommended response. Risk Management's claim evaluation report is attached wherein it is recommended your Board reject the subject claim.

Should your Board not elect to reject the claim, WPWMA will tender the claim to FCC in accordance with Section 7.1.A of the MRF Operations Agreement that obligates FCC to indemnify and defend the WPWMA from claims associated with the operation of the MRF.

ATTACHMENTS: JUNE 5, 2026 CLAIM
CLAIM EVALUATION REPORT

CLAIM FOR DAMAGES AGAINST A PUBLIC ENTITY
(Pursuant to California Government Code § 910 et seq.)
TO:
Western Placer Waste Management Authority (WPWMA)
Attn: Clerk of the Board
3013 Fiddyment Road
Roseville, CA 95747

1. CLAIMANT INFORMATION

- **Name:** Jacob Pelley
- **Mailing Addres**[redacted]
- **Phone Number:**[redacted]
- **Email Address:** [redacted]

2. INCIDENT DETAILS

- **Date of Incident:** May 5, 2026
- **Time of Incident:** Approximately 7:30 AM
- **Location:** WPWMA facility, Roseville, CA. Specifically at the **unlit, unmarked light post/bollard in the C&D tipping area detour path,** adjacent to the gate entrance off Fiddyment Road.
- **Associated Facility Record: Scale Ticket #05307035**

3. BASIS OF LIABILITY

On May 5, 2026, at approximately 7:30 AM, the claimant was operating a heavy-duty dump truck along a facility-mandated detour route when the vehicle struck an unlit, unmarked steel pole/bollard. The pole was not equipped with reflective markers, and the overhead safety lighting was non-functional, creating a "Dangerous Condition of Public Property" under California Government Code § 835.
The same light pole shows previous structural damage from prior incidents, indicating that the Authority had constructive notice of the hazard prior to this collision. Following this specific incident, WPWMA staff acknowledged the dangerous condition by immediately placing high-visibility safety cones around the pole.

4. DESCRIPTION OF INJURIES & DAMAGES

As a direct result of the collision caused by this dangerous condition, the claimant suffered physical injuries, including a severe concussion resulting in a documented loss of consciousness, as well as whiplash and neck rigidity. This injury required emergency medical evaluation and subsequent diagnostic testing. Furthermore, the recovery period resulted in direct financial loss due to missed days of work and a temporary inability to operate demolition business operations.

5. AMOUNT OF CLAIM & FINAL SETTLEMENT

- **Total Amount Claimed:** $8,500.00
- **Damages Breakdown:** This amount represents a comprehensive calculation for out-of-pocket medical expenses, documented lost labor revenue/missed work, and general damages for physical pain, suffering, and concussion recovery.

06/01/26

Administrative Settlement:
Claimant is seeking a global administrative resolution of **$8,500.00** as a final settlement of this matter. Resolving this claim directly and administratively at this stage allows both parties to reach an expedited, mutually agreeable conclusion while avoiding the unnecessary overhead, time, and administrative expenses associated with a formal small Claims filing.

6. SIGNATURE ____________________

Dated: 06/01, 2026
Jacob Pelley, Claimant

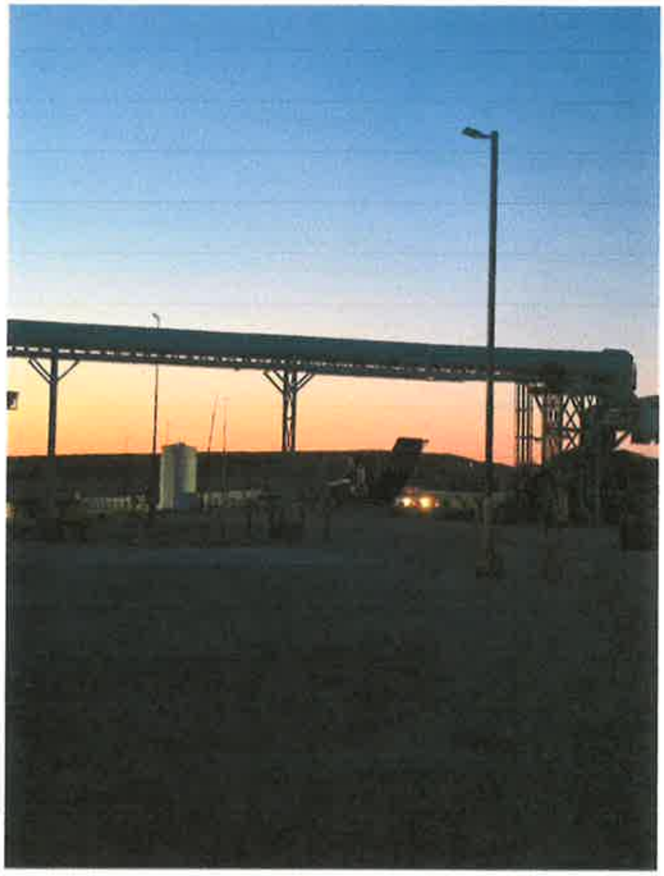
INDEX OF ATTACHMENTS

- **Exhibit A:** Injury Timeline Photographs (1Page — Initial trauma on May 5th and healing progression on May 7th)
- **Exhibit B:** Liability & Property Condition Photographs (1 Page — Low-light detour path and post-incident safety cones)
- **Exhibit C:** Force of Impact & Medication Photographs (1 Page — Smashed vehicle commercial bumper and Kaiser prescription bottle)
- **Exhibit D:** WPWMA Facility Documentation (2 Pages — Inbound Scale Ticket #05307035 noting "HIT A POWER POLE" and transaction receipt)
- **Exhibit E:** Formal Preservation Demand & Signed Proof of Service (3 Pages — Copy of legal hold letter delivered May 8, 2026, and signed USPS Green Card)
- **Exhibit F:** Certified Medical Documentation (8 Pages — Kaiser Permanente Emergency Department After-Visit Summary dated May 5, 2026)

Ex. A, p. 1

- *Exhibit A: Progression of Claimant's head injury. Top photo shows acute trauma and massive swelling immediately following the May 5th collision. Bottom photo documents the healing laceration and ongoing localized trauma on May 7th 2026* Ex. A, p. 1

Ex.B,p.1



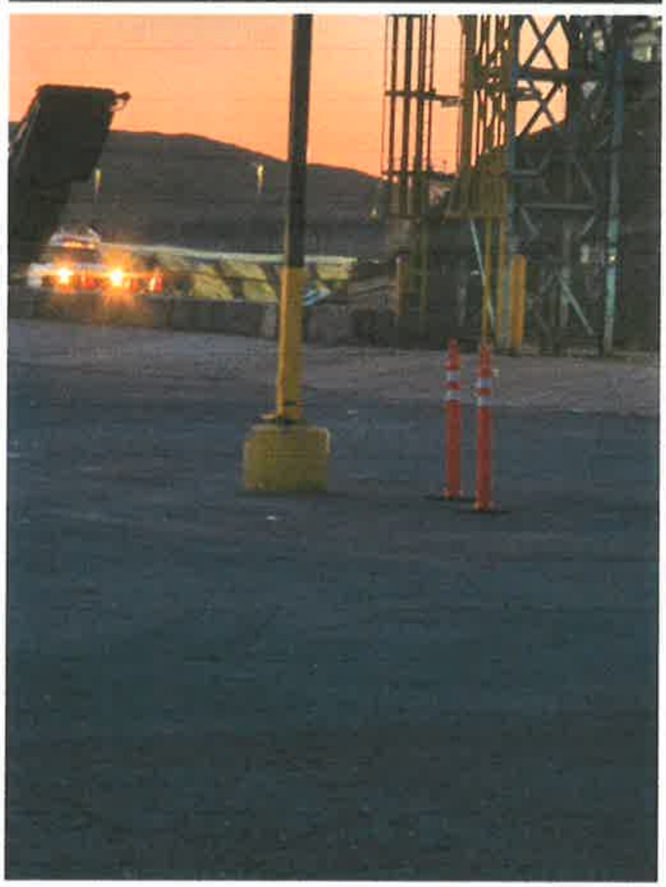
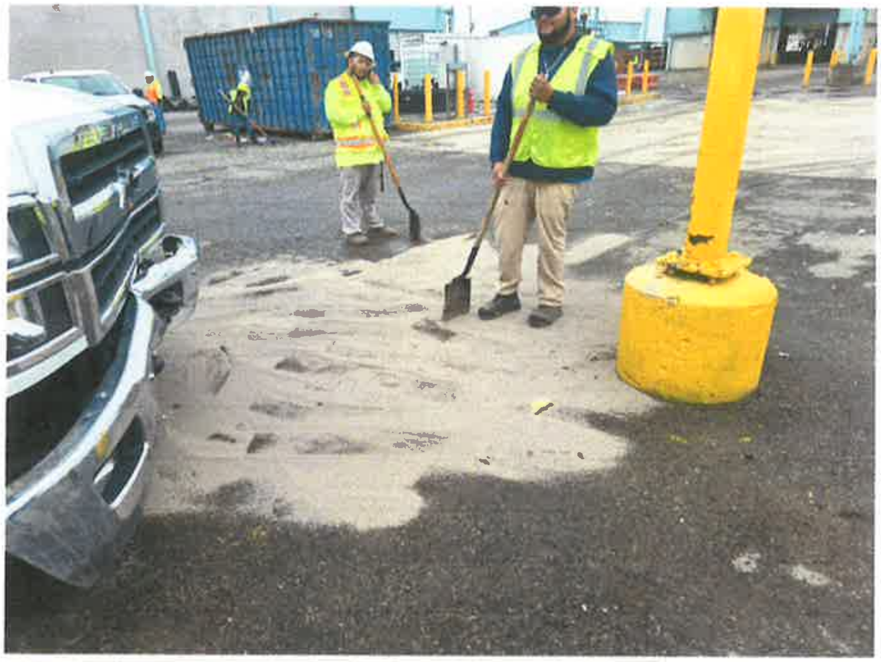
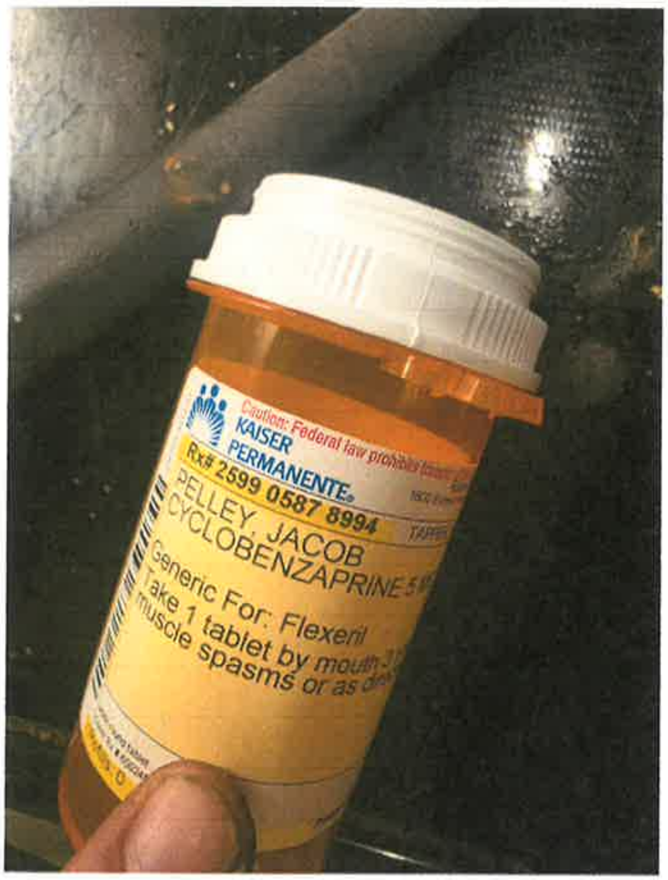


Exhibit B: Facility environment and hazard visibility. Top photo documents the low-light environment at the facility during early morning operational hours. Bottom photo documents the unlit, unmarked steel light pole/bollard hazard with subsequent temporary safety cones placed post-incident.

Ex.B,p.1

Ex. C, p.1





- *Exhibit C: Force of impact and subsequent medical treatment. Top photo documents the scene of the collision, highlighting severe front-end vehicle damage from the fixed pole hazard. Bottom photo documents prescription medication (muscle relaxers) issued by Kaiser Permanente for physical trauma and injuries directly resulting from the collision.*

Ex. C, p.1

WPWMA
WPWMA.CA.GOV
916.543.3960

1 Cash Customer-Commercial

SITE	TICKET	GRID	WEIGHMASTER
034	05307035	C&D	Nancy Dominguez

DATE IN	DATE OUT	TIME IN	TIME OUT	VEHICLE	ROLL OFF
05/05/26	05/05/26	07:29	09:50	16	

REFERENCE	ORIGIN
BP	LINCOLN

SCALE 3 GROSS WT 22680 LB
MANUAL TARE WT 19680 LB
NET WEIGHT 3000 LB

Inbound Ticket

QTY.	UNIT	DESCRIPTION	RATE	EXTENSION	FEE	TOTAL
1.50		C&D MRF	109.250	163.88	0.00	163.88

NET AMOUNT
163.88
TENDERED
CHANGE
CHECK NO.

054

Note: HIT A POWER POLE

PO# TARE 21200

SIGNATURE ____________________

Ex.D,p.1

Ex.D,p.1

Ex. D, p. [illegible]

Trans [illegible]	000001316590
Order [illegible]	PAYAPI-8f26195c-e47d-4a58-b133-8846528b2f30
Payment Type	Credit
Trans Type	Purchase
Date/Time	2026-05-05 09:50:06
Card Type	Visa
Card Number	XXXXXXXXXXXX3262
Entry Legend	CHIP READ
Entry Method	CONTACTLESS
Approval Code	[illegible]2126
AC	[illegible]5CFF6CA7194EEB9
ATC	[illegible]58
AID	[illegible]000000031010
AID NAME	CAPITAL ONE VISA
TVR	0000000000
Resp CD	00
TRN REF #	386125606067446
VAL CODE	GW[illegible]X
Total Amount	USD$163.88

Description:____________________________

Approved - Thank You

No Signature Required

****Merchant Copy****

Ex.D, p.2

Ex. E, p. 1

URGENT: Formal Preservation Demand & Public Records Request
Incident on May 5, 2026
Ticket # 05307035

This letter serves as formal notice that a claim for personal injury and property damage is being initiated against the Western Placer Waste Management Authority (WPWMA) regarding a collision involving a heavy-duty dump truck and an unlit, unmarked light post located in the C&D tipping area detour path on 05/05/26 at approximately 7:30a.m

Pursuant to California law and established civil discovery procedures, you are hereby directed to immediately suspend all routine deletion, overwriting, or recycling of electronically stored information (ESI) and physical evidence related to this incident.

1. Scope of Evidence to be Preserved:

I demand the immediate preservation of all video surveillance footage, digital recordings, and still images captured between the hours of 6:30 AM and 11:30 AM on from the following locations:

All facility entrance and exit gates.
The entirety of the designated detour route leading to the C&D Tipping Area.
The specific impact site (the unlit light post/bollard in the transit path located adjacent to the gate entrance off Fiddyment road).
The C&D Tipping Area/Dump floor.
2. Additional Records Requested (California Public Records Act §7920 et seq.):

Pursuant to the California Public Records Act, I am requesting copies of the following:

The official incident report and all photos taken by facility staff following the collision

Ex. E, p. 1

Ex. E, p. 2

Maintenance and repair logs for the specific light post/pole involved for the 30 days prior to the incident.
Work orders or safety memos regarding the establishment of the detour route in place on that date.
3. Warning Against Spoliation:

Please be advised that the destruction, alteration, or "looping over" of this footage after receipt of this notice will be treated as a willful "Spoliation of Evidence." Under California law, such destruction may result in legal sanctions, including an "adverse inference" instruction where the court assumes the destroyed evidence was unfavorable to the WPWMA.

4. Acknowledgment:

Please confirm receipt of this notice and provide written confirmation within three (3) business days that a "litigation hold" has been placed on the requested footage and records.

Sincerely,
Jacob Pelley [redacted]

Ex. E, p. 2

Ex. E, p. 3

7022 0410 0000 4254 8113

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Roseville, CA 95747

OFFICIAL USE

Certified Mail Fee $5.30
$ $4.40
Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $ $0.00
- ☐ Return Receipt (electronic) $ $0.00
- ☐ Certified Mail Restricted Delivery $ $0.00
- ☐ Adult Signature Required $ $0.00
- ☐ Adult Signature Restricted Delivery $

Postage $0.75
$
Total Postage and Fees $10.45
$

Postmark Here

COOL CA 0514 95614 10 MAY 8 2026 05/08/2026 USPS

Sent To (WPWMA)
Street and Apt. No., or PO Box No. 3013 Fiddyment
City, State, ZIP+4® Roseville, Ca, 95747

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

(WPWMA)
Attn: Administration + Risk
management + public Records
officer.
3013 Fiddyment Road
Roseville, Ca, 95747

9590 9402 5079 9092 7626 46

2. Article Number (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Heather Wilde ☐ Agent ☐ Addressee

B. Received by (Printed Name) Heather Wilden

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
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- ☐ Collect on Delivery
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PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

Ex. E, p. 3

AFTER VISIT SUMMARY

KAISER PERMANENTE Ex. F, p.

Jacob Pelley [redacted]

5/5/2026 KP Roseville ED 916-784-5390

Instructions

You were treated by Tapper, Morgan Samuel (D.O.)

Your Emergency Department physician wants you to follow up with:

Your Primary Care Provider or Clinic

Please have the follow up: As needed

Additional Info: Member Service Center (800) 464-4000

You should call (916) 614-4040 to speak to an advice nurse if you become worse, or develop unexpected problems.

CARE INSTRUCTIONS:

See attached

Your medications have changed today

See your updated medication list below for details.

Read the attached information

1. ACUTE CONCUSSION (ENGLISH)
2. CERVICAL STRAIN (ENGLISH)

Pick up these medications at KP NCA ROS DISCHARGE

- Cyclobenzaprine 5 mg Tab

Address:	1600 Eureka Road Blg D, 2nd FL, ROSEVILLE CA 95661
Hours:	24 hours
Phone:	916-784-4644

Today's Visit

You were seen by MORGAN SAMUEL TAPPER DO

What's Next

You currently have no upcoming appointments scheduled.

Changes to Your Medication List

ⓘ KEEP YOUR LIST OF CURRENT MEDICATIONS (PRESCRIPTIONS, AND OVER THE COUNTER) AND VITAMINS UP TO DATE. SHARE THIS LIST WITH YOUR HEALTH CARE PROVIDERS.

Ex. F, p. 2

START taking these medications

START

Cyclobenzaprine 5 mg Tab
Commonly known as: FLEXERIL

Take 1 tablet by mouth 3 times a day as needed for muscle spasms or as directed

Stay Connected!

Download KP apps for your smartphone free from your favorite App Store.
My Doctor Online - get advice, preventive services alerts, email your doctor, video visits, schedule appointments, including lab tests
KP - refill prescriptions, check lab results, and review hospital or Emergency Department discharge instructions
My KP Meds - schedule reminders to take your medications or order refills

MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY

TO: **ETHAN WALSH, WPWMA COUNSEL** DATE: **AUGUST 13, 2026**

FROM: **CASSANDRA LASHMETT, LIABILITY MANAGER**

SUBJECT: **MAY 5, 2026 CLAIM EVALUATION REPORT**

CLAIMANT: **PELLEY, JACOB** **CLAIM NO:** 26-W1 PL260172
DOI: 05/05/2026 **LOCATION:** Roseville, CA

SUMMARY: Jacob Pelley (PELLEY) reports that while operating a heavy-duty dump truck along a facility-mandated detour route, his vehicle collided with an unlit and unmarked steel pole or bollard. The absence of reflective markers and non-functional overhead safety lighting contributed to what PELLEY describes as a “dangerous condition of public property.”

As a result of the incident, PELLEY reports he suffered a severe concussion, loss of consciousness, whiplash, and neck rigidity. These injuries led to significant financial losses, including missed workdays and a temporary inability to manage demolition business operations. PELLEY’s claim seeks compensation for out-of-pocket medical expenses, documented lost labor revenue, and general damages related to physical pain, suffering, and recovery from the concussion.

PELLEY’s stated claim is $8,500.

COMMENTS: PELLEY submitted his claim certified mail on 05/08/2026 to WPWMA.

Placer County Risk Management (RM) consulted with WPWMA and confirmed that the claim was forwarded to FCC Environmental Services California, LLC (FCC) legal counsel, as the MRF Operating Agreement requires FCC to indemnify WPWMA. Based on the circumstances, WPWMA’s legal counsel recommended that RM handle the claim.

WPWMA maintains no liability for the incident, reasoning that PELLEY struck a stationary object and did not provide a sufficient explanation for failing to see it, other than possible distraction. Notably, sunrise occurred at 6:02 AM on the date of the accident, and PELLEY reports the collision happened at 7:30 AM.

Photographic evidence shows the lower portion of the pillar was painted yellow. The damage to PELLEY’s truck was located at the front center bumper. Given these facts, WPWMA asserts that liability does not rest with them, as the object was stationary and visible. PELLEY failed to exercise reasonable care while operating the vehicle and hit a stationary object.

PELLEY has failed to prove liability against the county.

Risk Management recommends the PELLEY claim be rejected.

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MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY

TO: **WPWMA BOARD OF DIRECTORS** DATE: **AUGUST 13, 2026**

FROM: **SCOTT SCHOLZ / ERIC ODDO** EO

SUBJECT: **ITEM 9A: POLICY 26-01: ACCEPTANCE OF OUT OF COUNTY WASTE**

RECOMMENDED ACTION:

1. Consider the Addendum to the Renewable Placer Waste Action Plan Final Environmental Impact Report (EIR) addressing acceptance of waste generated outside of Placer County.
2. Adopt Resolution No. 26-03, adopting Policy 26-01 allowing for the acceptance of waste generated outside of Placer County and determining that based on the supporting information included in the Addendum to the EIR, the recommended actions are each consistent with the Renewable Placer Waste Action Plan Final Environmental Impact Report and Errata (SCH #2019039087) certified by the WPWMA Board of Directors on December 8, 2022, including the adopted Mitigation Monitoring and Reporting Program, Findings of Fact, and Statement of Overriding Considerations.
3. Introduce and waive the first reading of Ordinance No. 26-01, rescinding WPWMA Ordinance 89-01 and determining that based on the supporting information included in the Addendum to the EIR, the recommended actions are each consistent with the Renewable Placer Waste Action Plan Final Environmental Impact Report and Errata (SCH #2019039087) certified by the WPWMA Board of Directors on December 8, 2022, including the adopted Mitigation Monitoring and Reporting Program, Findings of Fact, and Statement of Overriding Considerations.
4. Authorize and direct the General Manager to solicit and negotiate agreements with Non-Placer County municipalities and entities for the acceptance and processing of waste at the WPWMA's Materials Recovery Facility (MRF) to recover marketable materials.

BACKGROUND:

Your Board has expressed interest in exploring opportunities to accept and process materials from non-Placer County municipalities and entities to fully utilize the processing capacities of the new MRF systems (including the new construction and demolition and enhanced organics composting facilities) and generate additional revenue. As the new MRF was expressly designed to meet SB 1383 organics diversion mandates from a mixed waste stream, agencies surrounding Placer County have expressed interest in utilizing the WPWMA's facilities primarily to process commercial and multifamily waste sectors, for which material diversion mandates have historically been difficult and/or costly to meet using traditional source separated collection programs.

Based on the equipment specifications provided by FCC and Van Dyk, staff computed the following daily peak and currently available excess capacities which are summarized in the following table:

Description	MSW	C&D
Design Capacity (tons/hour)	110	60
Daily Capacity (two 8-hour shifts in tons w/lunch and breaks)	1,485	810
90% of Daily Capacity[1] (tons)	1,337	729
Participating Agency/Designated Hauler daily average[2] (tons)	999	311
Excess Capacity (tons per day)	338	418

Proposed Policy 26-01 authorizes the General Manager to solicit and negotiate agreements within prescribed guidelines with non-Placer County municipalities and entities. Staff will return to your Board for consideration of any agreements negotiated under the proposed Policy framework.

Staff have made the following considerations in preparation of the proposed Policy:

1. On December 8, 1988, approximately 7 ½ years before the MRF began operations, the WPWMA Board approved attached Ordinance 89-01 prohibiting acceptance of materials from outside Placer County. At the time, nearly all material received at the site was disposed in the WRSL, which was expected to reach final capacity in 2013[3], and Ordinance 89-01 was enacted to preserve landfill capacity for Placer County agencies.

   Considering that the WPWMA's 2022 EIR reserved the western property for landfilling and staff identified approximately 100 years of future capacity including that disposal capacity remaining on the central property, and that the proposed Policy limits the amount of material disposed in the WRSL, staff suggest that Ordinance 89-01 is no longer necessary.

   Should your Board approve the proposed Policy, staff recommend your Board rescind Ordinance 89-01 to avoid ambiguity regarding the WPWMA's operational practices. The rescission would be effectuated through the adoption of new Ordinance No. 26-01, which rescinds the prior ordinance.

2. Staff believe these actions are consistent with Placer County Code Section 8.16.210 "*Transporting garbage, rubbish and weeds into county*", which prohibits transportation of refuse to private and County owned disposal sites in Placer County without a Board of Supervisors issued permit, except those sites whose purpose has been clearly designated as a regional disposal site. As the WPWMA's facilities are not County owned and were created to provide a regional benefit, the Section does not impede the WPWMA from pursuing materials generated outside the County's boundaries.

3. The WPWMA's 2003 Capacity Enhancement Project Final EIR included acceptance at the MRF of source-separated green waste, wood waste, source-separated and/or commingled recyclables, and inert materials generated outside of Placer County. The impacts associated with this operational change were evaluated in the 2003 Final EIR and considered by the WPWMA Board in certifying the document.

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[1] In accordance with proposed Policy 25-01

[2] For the period of July 1, 2025 through June 30, 2026

[3] Supplemental Environmental Impact Report for Expansion of the Western Regional Landfill, EMCON Associates, March 1988

4. In 2020, the State of California prepared an EIR evaluating the impacts of SB 1383 compliance, which is the impetus for establishing the proposed Policy. The State's EIR evaluated and described, on a statewide, program-level basis, the potential environmental impacts associated with regulation implementation, including the expected construction and operation of organic waste recovery facilities such as the WPWMA's. The proposed policy represents a later proposed activity consistent with SB 1383 and, based on the analysis included in Chapter 3 of the Addendum, will not result in new or substantially more severe significant impacts and no new mitigation measures would be required. Pursuant to Section 15162 of the State CEQA Guidelines, no additional CEQA documentation is necessary.
5. WPWMA's 2022 Renewable Placer Waste Action Plan EIR considered all project elements, the majority of which were designed to achieve compliance with SB 1383.
6. Staff prepared the attached Addendum to the Final EIR to evaluate the use of WPWMA's excess processing capacity to serve non-County entities thereby assisting them in achieving SB 1383 compliance. The analysis determined that no new significant environmental effects or substantial increases in the severity of previously identified significant effects will occur with implementation of the proposed Project. In addition, the proposed Project represents one of the later activities contemplated in CalRecycle's Program EIR for SB 1383 and as such, is within its scope.

ENVIRONMENTAL CLEARANCE:

While adoption of the proposed Policy 26-01 could result in a near-term increase in vehicle traffic accessing the WPWMA's campus, the EIR certified by your Board on December 8, 2022 addressed potential increased traffic volumes through 2050. As discussed in detail in the Addendum to the EIR, the proposed policy only allows for the marketing of excess facility processing capacity, and any increases in traffic volume would not exceed the quantities identified in the EIR. Therefore, no additional environmental review is necessary.

FISCAL IMPACT:

While quantifying the magnitude of the potential economic benefit to the WPWMA by adopting Policy 26-01 is speculative, based on current material acceptance rates, staff estimate the WPWMA could realize additional net revenues up to approximately $10.6 million annually. Staff will provide updated revenue and cost projections at the time any future agreements are presented to your Board for consideration.

STRATEGIC PLAN/GOALS:

GOAL 5 – Maintain fiscally responsible systems.
GOAL 6 – Establish internal policy and inform regional policy.

ATTACHMENTS: POLICY 26-01
ADDENDUM TO THE RENEWABLE PLACER FEIR
RESOLUTION NO. 26-03
ORDINANCE NO. 89-01
ORDINANCE NO. 26-01

WESTERN PLACER WASTE MANAGEMENT AUTHORITY
POLICIES AND PROCEDURES

OUT OF COUNTY MATERIAL PROCESSING

Policy No:	26-01
Date:	August 13, 2026
Revision No.	0
Supersedes:	
First Adopted:	August 13, 2026

PURPOSE:

To provide a clear, formal policy adopted by the WPWMA Board of Directors that authorizes the execution of agreements with Non-Placer County Entities for the receipt and Processing of solid wastes at the WPWMA's Campus.

EFFECTIVE DATE:

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

POLICY:

The WPWMA Board of Directors hereby authorizes the WPWMA General Manager to solicit and negotiate flow acceptance and/or flow commitment agreements with Non-Placer County Entities in accordance with the following provisions:

1. WPWMA shall only accept MSW, C&D, Commingled Recyclables, Source Separated Organics, and/or Source Separated Recyclables for Processing at the MRF for recovery or production of marketable materials.
2. The WPWMA General Manager is authorized to market Excess Processing Capacity only.
3. Residual wastes generated from the Processing of any materials noted above shall only be accepted for disposal at the WRSL upon the WPWMA General Manager's determination that at least ten (10) years of permitted landfill disposal capacity remains available exclusively for use by the Participating Agencies. The estimated 10-year disposal capacity shall be computed based on the Participating Agencies' most recent 12-month cumulative disposal rates at the WRSL escalated at an annual, year-over-year growth rate of two percent (2%).
4. The applicable material tip fee rates charged to any Non-Placer County Entity shall not be less than those charged to the Participating Agencies and/or their Designated Haulers and may include an additional negotiated per-ton surcharge for use of the WPWMA's facilities.
5. Flow acceptance and/or flow commitment agreements with any Non-Placer County Entity shall be for a term of no more than five (5) years and include an acknowledgement that in no case will the uninterrupted acceptance and Processing

of materials subject to active flow commitment agreements between the WPWMA and any of the Participating Agencies be adversely impacted to accommodate the acceptance and Processing of materials delivered by Non-Placer County Entities.

6. The General Manager shall routinely apprise the Board of Directors of the status of all negotiations and marketing of Excess Processing Capacity.
7. Flow acceptance / flow commitment agreements shall be subject to approval and execution by the WPWMA Board.

DEFINITIONS:

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

1. C&D: "C&D" means and includes solid wastes, such as building materials; packaging and rubble resulting from construction, remodeling, repair and demolition operations on pavements, houses, commercial buildings, and other structures. Construction refers to SIC Codes 152 through 1794, 1796, and 1799. Demolition refers to SIC Code 1795. (Reference: Title 14 CCR Section 17381(e).)
2. Commingled Recyclables: "Commingled Recyclables" means any recyclable materials, including but not limited to, paper, newspaper, cardboard and paper board, glass containers, ferrous and non-ferrous metals, and plastic containers, collected together in the same container and delivered to the WPWMA Campus as a combined load.
3. Designated Hauler: "Designated Hauler" means the company or companies which from time to time are granted the exclusive right or franchise to collect MSW, C&D, Commingled Recyclables, Source Separated Organics, and/or Source Separated Recyclables within the geographical boundaries of one or more of the Participating Agencies.
4. Excess Processing Capacity: "Excess Processing Capacity" means the difference between 90% of the rated daily capacity, in tons, for the applicable material stream (e.g., MSW, C&D, etc.) less the weekday average of the cumulative tonnage of the same material stream delivered by the Participating Agencies and/or their Designated Haulers over the preceding 12-month period.
5. MRF: "MRF" means any and all of the facilities on the WPWMA's Campus where solid waste is received and Processed.
6. MSW: "MSW" means all substances or materials, exclusive of C&D, Commingled Recyclables, Source Separated Organics and/or Source Separated Recyclables that are delivered to the WPWMA Campus including, without limitation, all putrescible and non-putrescible solid and semi- solid waste which are generated by residential, commercial, industrial, institutional, municipal, agricultural and other activities and which are not otherwise restricted in a Class 3 landfill by State or Federal regulations including: Rubbish; Maintenance Waste; Green Waste and Wood Waste; used tires; bulky wastes; industrial wastes; grit and

sweepings from a Water Pollution Control Plan. MSW does not include: (i) Hazardous Waste; (ii) Biomedical Waste; and (iii) Ash.

7. Non-Placer County Entities: "Non-Placer County Entities" means municipalities outside of the geographical boundaries of Placer County and/or commercial entities that generate solid waste outside of the WPWMA's Primary Service Area.
8. Participating Agencies: "Participating Agencies" means the cities of Auburn, Colfax, Lincoln, Rocklin, Roseville, the Town of Loomis and the County of Placer.
9. Primary Service Area: "Primary Service Area" means the geographical area of Placer County, but excluding any areas occupied by recognized Indian tribal reservations and lands, including Indian casinos unless such tribes elected to bring materials to the WPWMA Campus.
10. Processing: "Processing" or to "Process" means the reduction, separation, recovery, conversion or Recycling of solid waste.
11. Source Separated Organics: "Source Separated Organics" means source separate residential and/or commercial food waste, green waste, commingled food and green waste, and/or wood waste that do not contain more than five percent (5%) by volume of contaminants.
12. Source Separated Recyclables: "Source Separated Recyclables" means recyclable materials which have been segregated by the generator prior to their delivery to the WPWMA Campus.
13. WPWMA Campus: "WPWMA Campus" means the WPWMA's MRF and related structures and areas and the WRSL and related structures and areas.
14. WRSL: "WRSL" means the WPWMA's Western Regional Sanitary Landfill and any subsequent expansions or modifications.

--- END OF POLICY ---

Western Placer Waste Management Authority
Waste Acceptance Policy Amendment Project

Addendum to the Final Environmental Impact Report
for the Renewable Placer: Waste Action Plan

State Clearinghouse Number: 2019039087

Final

October 2025

Western Placer Waste Management Authority

Waste Acceptance Policy Amendment Project

Project No:	
Document Title:	Addendum to the Final Environmental Impact Report for the Renewable Placer: Waste Action Plan
Document No.:	
Revision:	FinalFinal
Date:	October October 2025
Client Name:	Western Placer Waste Management Authority
Project Manager:	Jordan Norris/Jacobs
Author:	Jordan Norris/Jacobs

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Contents

Acronyms and Abbreviations

CEQA	California Environmental Quality Act
EIR	Environmental Impact Report
Final EIR	Final Environmental Impact Report for the Renewable Placer: Waste Action Plan
MRF	Materials Recovery Facility
Project	Proposed Western Placer Waste Management Authority waste acceptance policy amendment
WPWMA	Western Placer Waste Management Authority
WRSL	Western Regional Sanitary Landfill

1. Introduction

This document is an addendum to the *Renewable Placer: Waste Action Plan Final Environmental Impact Report* (Final EIR) (WPWMA October 20, 2022). This addendum was prepared for the Western Placer Waste Management Authority (WPWMA), a joint powers authority comprising the County of Placer and the cities of Lincoln, Roseville, and Rocklin (Member Agencies). The WPWMA provides recycling and waste disposal services to these communities as well as the City of Auburn, City of Colfax, and Town of Loomis; these entities and the Member Agencies are collectively referred to as the Participating Agencies. The WPWMA owns the Western Regional Sanitary Landfill (WRSL), a municipal solid waste landfill, and a Materials Recovery Facility (MRF). The MRF operations include the waste recovery operations that occur within the MRF building, a public waste dropoff area, a construction and demolition material processing operation, permanent household hazardous waste collection facility, recycling buyback center, and organics management operations.

This addendum addresses a proposed amendment to WPWMA's waste acceptance policy that would allow the acceptance of waste originating outside of Placer County. The proposed policy amendment is described in Section 2 of this addendum to the Final EIR and is referenced herein as the proposed Project amendment.

1.1 CEQA Basis for this Addendum

This addendum was prepared in conformance with the California Environmental Quality Act (CEQA) and State CEQA Guidelines §15164. State CEQA Guidelines §15164(a) states that the lead agency or responsible agency may prepare an addendum to a previously certified environmental impact report (EIR) "…if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred." A subsequent (or supplemental) EIR is required only if the changes would result in new or substantially more severe significant impacts, compared with the impacts identified in the EIR. An addendum is the appropriate document if the changes would not result in new or substantially more severe significant impacts. An addendum need not be circulated for public review but can be included in or attached to the certified Final EIR, as indicated in State CEQA Guidelines §15164(c).

The proposed Project amendment will not result in any new significant environmental effects or substantial increases in the severity of previously identified significant effects. Consequently, revisions to the impact analyses included in the Final EIR are not required and none of the other conditions listed in State CEQA Guidelines §15162 are present or have occurred. Therefore, the appropriate level of analysis for the proposed Project amendment is an addendum to the Final EIR, as required by §15164(a). This conclusion is based on the analysis provided in this document, all of the information and analysis contained in the Final EIR, and all of the information and analysis contained in the Capacity Enhancement Project 2002-2003 Final EIR (discussed below).

1.2 Senate Bill 1383 Regulations Environmental Impact Report

Senate Bill 605 (Lara, Chapter 523, Statutes of 2014) directed the California Air Resources Board (CARB) to develop a comprehensive Short-Lived Climate Pollutant (SLCP) Reduction Strategy, in coordination with other state agencies and local air quality management and air pollution control districts to reduce emissions of greenhouse gases (GHGs). SB 1383 (Lara, Chapter 395, Statutes of 2016) directed CARB to approve and begin implementing the Strategy by January 1, 2018, and set statewide 2030 emission reduction targets for methane, hydrofluorocarbons (HFCs), and anthropogenic black carbon. The Strategy, approved in March 2017, includes directives for addressing landfill methane emissions via reductions in organic material disposal.

As required by SB 1383, the California Department of Resources Recycling and Recovery (CalRecycle), in consultation with CARB, developed regulations requiring reduced disposal of organic waste by 50 percent of 2014 levels by 2020 and 75 percent by 2025. In addition, at least 20 percent of the edible food in the organic waste stream must be recovered to feed people; materials that cannot be effectively recovered for human consumption are to be directed to organic waste recovery facilities to make useful products including compost, fertilizer, fuel, or energy.

In 2019, CalRecycle prepared a Program EIR in accordance with State CEQA Guidelines Section 15168 that assessed the potential environmental effects associated with the implementation of the SLCP Organic Waste Methane Emission Reduction Requirements. A program EIR may be prepared on a series of actions that can be characterized as one large project and that are related to, among other things, the issuance of general criteria to govern the conduct of a continuing program or to individual activities carried out under the same authorizing statutory or regulatory authority, and having generally similar environmental effects that can be mitigated in similar ways (Ascent Environmental, Inc. 2019).

Preparing a program EIR allows for a more comprehensive consideration of effects than would be practical in separate EIRs on individual actions and allows for consideration of cumulative impacts that might be missed on a case-by-case basis. As noted in Section 15168(c) of the State CEQA Guidelines, later proposed activities that are consistent with the proposed regulation such as the proposed Project amendment, would be examined considering the information in the Program EIR to determine whether an additional environmental document must be prepared. If the decision-making agency finds, pursuant to Section 15162 of the State CEQA Guidelines, that a project related to the proposed regulation is within the scope of the EIR, no new or substantially more severe significant impacts would occur, and no new mitigation measures would be required, no additional CEQA documentation would be needed (Ascent Environmental, Inc. 2019).

CalRecycle's Program EIR evaluated and described, on a statewide, program-level basis, the potential environmental impacts associated with regulation implementation, including the expected construction and operation of organic waste recovery facilities such as the MRF operations at the proposed Project amendment site. Although the Waste Action Plan Final EIR did not tier off of CalRecycle's Program EIR, the proposed Project amendment represents a later proposed activity, as described in CalRecycle's Program EIR, that is consistent with the SB 1383 SLCP Regulations. In addition, based on the analysis included in Chapter 3 of this Addendum, the proposed Project amendment will not result in new or substantially more severe significant impacts and no new mitigation measures would be required. Pursuant to Section 15162 of the State CEQA Guidelines, no additional CEQA documentation is necessary.

1.3 Intended Uses of this Addendum

An addendum to an EIR is an informational document used in the planning and decision-making process. The purpose of the addendum is not to recommend either approval or denial of a project; its purpose is to disclose objective information so that informed decisions can be made. The intent of this addendum to the Final EIR is to provide the WPWMA with additional information regarding the potential environmental impacts of the proposed Project amendment that may not have been available when the Final EIR was certified.

2. Project Description

This section identifies the proposed Project amendment location, describes the Waste Action Plan evaluated in the Final EIR, discusses WPWMA's current waste acceptance policy, and defines the proposed Project amendment.

2.1 Project Location

The WPWMA's site is located on the eastern edge of the Sacramento Valley in Placer County between the cities of Roseville and Lincoln, generally at the intersection of Athens Avenue and Fiddyment Road, in parts of Sections 5, 6, and 31 of Township 11 North, Range 6 East, Roseville, California, 7.5-minute quadrangle, Mount Diablo Baseline and Meridian. The site's latitude and longitude, as determined at the Athens Avenue and Fiddyment Road intersection, are 38°50′19.97″N and 121°20′57.76″W, respectively. The site's immediate surroundings include rural agricultural lands with the exception of industrial uses generally located to the east of the WPWMA's site.

The site includes three contiguous properties totaling 928 acres. These properties are described as follows:

- Approximately 155-acre eastern property, which is currently leased by the WPWMA to a private entity for cattle grazing.
- Approximately 314-acre center property, which includes the existing MRF building, organics management operation, construction and demolition (C&D) materials processing area, public waste drop-off area, household hazardous waste (HHW) facilities, WRSL, stormwater ponds, scale house facilities, landfill gas-to-energy plant, site entrance infrastructure, and a Pacific Gas & Electric Company (PG&E) transmission line easement.
- Approximately 459-acre western property, part of which is currently leased to the Lincoln Sewer Maintenance District 1 Wastewater Authority for discharge of reclaimed water and a part of which is leased for model airplane operations. The same PG&E transmission line easement that extends along the southwestern corner of the center property extends through the south-central part of this property.

2.2 Renewable Placer: Waste Action Plan Final EIR

2.2.1 Overview

The Final EIR prepared in 2022 by WPWMA for the Renewable Placer: Waste Action Plan evaluated operational changes at both the WRSL and the MRF to enhance the site's waste receipt, processing and recovery, and disposal capacities. The Waste Action Plan includes solid waste elements, complementary and programmatic elements, and supporting elements that are incorporated into two plan concepts that were evaluated at an equal level of detail. The two plan concepts contain similar elements, but the locations and characteristics of the elements varied between the two.

The solid waste project elements included both waste recovery and waste disposal components. The waste recovery components included expanded materials recovery building operations, expanded and redesigned organics management operations, expanded and redesigned construction and demolition materials processing operations, and expanded and redesigned public waste drop-off area operations. The waste disposal elements included expanded landfill disposal capacity and the excavation and relocation of existing solid waste.

The complementary and programmatic elements are those that are not specifically required to provide continued solid waste management services to the Participating Agencies but are important in achieving other project objectives (e.g., create opportunities for innovation and economic growth, enhance opportunities to increase recycling and landfill waste diversion, and enhance ability to comply with regulations). These project elements include reserving space at the site for compatible technologies, a pilot study area, a university research area, and a landfill gas-to-compressed natural gas area.

The supporting elements are required to support the solid waste management and complementary and programmatic elements. These include recovered materials storage areas, stormwater ponds, road crossings, maintenance areas, administrative buildings, facility parking, entrance facilities, wastewater and water supply infrastructure, landfill gas-to-energy plant, and site perimeter infrastructure.

2.2.2 Current Waste Acceptance Policy

Waste and recyclable materials are currently received at the WPWMA site from two of the four waste collection franchise areas (Districts 1 and 4) in unincorporated Placer County, the cities of Roseville, Rocklin, Lincoln, Colfax, Auburn, and the Town of Loomis. The WPWMA's service area, which encompasses the majority of the geographical area and population of Placer County, is depicted on Figure 1-1 in the Renewable Placer: Waste Action Plan Final EIR.

In 2003, the WPWMA Board approved the Capacity Enhancement Project 2002-2003, which included acceptance at the MRF of source-separated green waste, wood waste, source-separated and/or commingled recyclables, and inert materials generated outside of the WPWMA's service area. The impacts associated with this operational change were evaluated in the Capacity Enhancement Project 2002-2003 Final EIR and were considered by the WPWMA Board in their project approval.

2.2.3 Relationship of Proposed Project Amendment to Sunset Area Plan EIR

The WPWMA facility is located within a community plan identified as the Sunset Area Plan (SAP) (Placer County 2020a). The SAP was developed by Placer County's Community Development Resource Agency in 2019 and is intended to be used to guide development of the southwestern Placer County area located directly west of State Route (SR) 65 between the Lincoln Crossing and Blue Oaks subdivisions.

The SAP area encompasses 8,497 acres in unincorporated west Placer County among the cities of Rocklin to the east, Roseville to the south, Lincoln to the north, and unincorporated Placer County to the west. The SAP includes and recognizes different land uses that reflect the current market demand in the region, which is a mix of industrial, commercial, institutional, and residential uses. A portion of the SAP area is proposed as a specific plan entitled the Placer Ranch Specific Plan (PRSP) area. The 2,213-acre PRSP area is located in the southwestern portion of the SAP area.

The SAP is a policy document intended to guide growth in the SAP area over a 20-year planning horizon; buildout of the SAP area is expected to occur over 80 years or more. An EIR to evaluate the physical environmental effects of the proposed SAP and PRSP was prepared pursuant to CEQA (Public Resources Code [PRC] Section 21000, et seq.) and the CEQA Guidelines (California Code of Regulations [CCR], Title 14, Chapter 3, Section 1500, et seq.).

The SAP EIR evaluates the potential environmental impacts associated with implementing the SAP and PRSP (Placer County 2020b). In accordance with Section 15168 of the CEQA Guidelines, a program EIR may be prepared on a series of actions that can be characterized as one large project and, among other things, are related geographically or in connection with issuance of rules, regulations, or plans to govern the conduct of a continuing program. Because of the broad geography, long timeframe anticipated for buildout, and policy-oriented nature of the SAP, the impact analysis of the SAP was prepared at a programmatic level— that is, a more general analysis with a level of detail and degree of specificity commensurate with that of the plan itself, focusing on the effects that can be expected to follow from adoption of the plan.

The SAP is divided into seven thematic districts that reflect discrete development opportunities that make up the vision for the SAP area. One of the seven thematic districts is the Eco-Industrial/Manufacturing/WPWMA District. This district includes the entirety of the existing WPWMA facility on the center property and all of the WPWMA's western and eastern properties. The SAP Implementing Zone Regulations include a Zoning Map that identifies the zoning for the proposed project site as Eco-Industrial (ECO). The intent of the ECO Zone is to provide areas for industrial uses that emphasize ecology, waste reuse and sustainable salvaging, and remanufacturing. Remanufacturing uses are defined as operations that produce consumer products with recycled content that can include, for example, facilities that manufacture cardboard boxes made from recycled paper or facilities that produce picnic tables made of recycled plastic pellets. This zone directly serves and is compatible with the ongoing operations of the WPWMA's facilities. The SAP EIR estimated that a total of 7,916,600 square feet of industrial development would occur on the proposed project site at full buildout.

As a primary component of one of the seven thematic districts in the SAP, the SAP EIR programmatically evaluated the environmental impacts that would be anticipated with the expansion of solid waste elements and development of industrial uses on the WPWMA's properties consistent with the site's land use and zoning designations. The Waste Action Plan includes development of the WPWMA's properties consistent with the land use and zoning designations identified in the SAP. Therefore, the impact analysis included in the SAP EIR is directly applicable to the Waste Action Plan and the proposed Project amendment.

Agencies are encouraged by CEQA Guidelines Section 15152 to tier the environmental analysis that they prepare for separate but related projects including general plans, zoning changes, and development projects. Tiering includes using the analysis of general matters contained in a broader EIR, such as the SAP EIR, when preparing a later EIR on a narrower project (such as the Waste Action Plan). The use of this tiering approach in EIRs can eliminate repetitive discussions of the same issues and focus the later EIR on the actual issues for decision.

CEQA Guidelines Section 15152(d) states that where an EIR has been prepared and certified for a plan consistent with the requirements of Section 15152, the lead agency for the later project pursuant to or consistent with the plan should limit the EIR to effects that:

- Were not examined as significant effects on the environment in the prior EIR.
- Are susceptible to substantial reduction or avoidance by the choice of specific revisions in the project, by the imposition of conditions, or other means.

The Waste Action Plan EIR used the tiering concept and incorporated by reference the information included in the SAP EIR in accordance with CEQA Guidelines Section 15150. An EIR may incorporate by reference all or portions of another document that is a matter of public record or is generally available to the public (CEQA Guidelines Section 15150). As appropriate, portions of the SAP EIR relevant to the Waste

Action Plan's environmental analysis were summarized and addressed in the environmental and regulatory setting sections of the Waste Action Plan EIR.

As a component of the Waste Action Plan EIR, this Addendum also incorporates by reference the information included in the SAP EIR, in accordance with CEQA Guidelines Section 15150.

2.3 Proposed Project Amendment

WPWMA proposes to amend its waste acceptance policy to authorize receipt and processing of solid wastes generated and delivered to the WPWMA's site from Non-Placer County Entities (proposed Project amendment). Non-Placer County Entities are defined as municipalities and/or commercial entities that generate solid waste outside of the WPWMA's primary service area including outside the geographical boundaries of Placer County.

As discussed above, in 2003 the WPWMA Board approved the acceptance at the MRF of source-separated green waste, wood waste, source-separated and/or commingled recyclables, and inert materials generated outside of WPWMA's service area. This approval did not include the acceptance at the MRF of municipal solid waste and construction and demolition debris generated outside of WPWMA's service area. With the proposed Project amendment, WPWMA is proposing to accept materials to include municipal solid waste and construction and demolition debris generated and delivered by Non-Placer County Entities for processing at the MRF.

The proposed Project amendment is intended to facilitate waste material processing for Non-Placer County Entities thereby enabling such entities to utilize the WPWMA's unique material processing methodology to achieve and/or maintain compliance with AB 939, SB 1383, and the California Green Building Code among others. Waste material processing includes the reduction, separation, recovery, conversion or recycling of solid waste. Any residual wastes generated from the processing of Non-Placer County Entity wastes may be disposed of at the WRSL or backhauled by the delivering entity for disposal at another landfill. The proposed Project amendment does not include the acceptance of municipal solid waste or construction and demolition debris generated by Non-Placer County Entities for direct disposal at the WRSL.

Prior to Waste Action Plan approval, waste recovery operations at the site were limited to 1,750 tons per day (tpd) and waste disposal operations were limited to 1,900 tpd. With full Waste Action Plan implementation, the Final EIR assumed the sitewide solid waste management activities would increase to 4,000 tpd (over a 7-day rolling average). In 2018, 240,068 tons of municipal solid waste (MSW) were processed in the MRF building. The Final EIR assumed this tonnage would increase to 416,600 tons per year with full Waste Action Plan implementation. In addition, in 2018, a total of 483,968 tons of material were received at the site and the Final EIR assumed this total would increase to 912,200 tons per year with full Waste Action Plan implementation (Table 3-1 on page 3-4 and Table 3-4 on page 3-11 of the Renewable Placer: Waste Action Plan Draft EIR [Draft EIR][WPWMA 2021]).

The addition of municipal solid waste and construction and demolition debris to the materials currently accepted from Non-Placer County Entities would increase the daily tonnage of waste processed at the facility when compared to WPWMA's current practices. However, the proposed Project amendment does not include any changes to the MRF facilities or the site's waste acceptance permit limit of 4,000 tpd that was evaluated in the Final EIR. Because the daily permit limit would remain in place with implementation of the proposed Project amendment, the acceptance of such materials from Non-Placer County Entities would not result in more waste accepted than was assumed in the Final EIR. The acceptance of these materials would simply reduce the period of time it would otherwise take for the WPWMA to reach the total tonnage buildout estimates evaluated in the Final EIR. As identified in Table 3-23 on page 3-64 of the Draft EIR (WPWMA 2021), the landfill was estimated to reach full buildout in the year 2110. Operations at the WPWMA's facilities were estimated to reach their peak levels by 2050 to reflect anticipated regional growth, evolving waste regulations, and infrastructure capacity needs over a 30-year planning horizon (Draft EIR Appendix D [WPWMA 2021]).

Chapter 3 of this Addendum evaluates whether the proposed Project amendment would result in any new significant environmental effects or substantial increases in the severity of significant effects previously identified in the Final EIR.

3. Evaluation Results

The Final EIR identified the environmental impacts associated with implementation of the Renewable Placer: Waste Action Plan and described mitigation measures for any significant environmental impacts. This section evaluates whether the proposed Project amendment will result in any new significant environmental effects or a substantial increase in the severity of previously identified significant effects for each of the resource sections evaluated in the Final EIR.

Section 15128 of the CEQA Guidelines requires that EIRs contain a statement indicating the reasons that possible significant effects of a project were determined not to be significant and were therefore not discussed in the EIR. Based on the analysis included in the Final EIR, impacts on agricultural resources and recreation associated with Waste Action Plan implementation were found to be not significant. Although the site includes areas of grazing land on the eastern property, it does not include any designated prime farmland, unique farmland, or farmland of statewide importance. Also, the land use and zoning designations for these lands support solid waste and industrial uses. No lands on the site are designated for agricultural uses, and the Final EIR concluded that the Waste Action Plan would not conflict with existing zoning for agriculture use or with a Williamson Act contract. Also, the Final EIR concluded that the Waste Action Plan would not include uses that would disturb or disrupt recreational uses and would not be expected to substantially increase the demand on recreational resources (Draft EIR page 20-3 [WPWMA 2021]). Although implementation of the Waste Action Plan would increase employment within the region, this increase in employment would not be expected to result in the substantial physical deterioration of recreational facilities. Therefore, detailed analysis of these topics was not included in the Final EIR and they are not discussed in this Addendum to the Final EIR.

3.1 Analysis Assumptions

The Final EIR assumed that material tonnages arriving at the site would increase over time as populations within the WPWMA service area grew. To assess the full scale of impacts that could occur with Waste Action Plan implementation, the Final EIR evaluated the environmental effects associated with full buildout of the Waste Action Plan, which was projected to occur by 2050.

With implementation of the proposed Project amendment, delivery of municipal solid waste and/or construction and demolition debris generated by Non-Placer County Entities for processing at the MRF would be expected to accelerate the timing for the WPWMA to reach peak traffic and tonnage levels when compared to the Final EIR's assumptions. Based on current municipal solid waste and construction and demolition debris tonnages delivered to and processed at the MRF, the WPWMA believes there is initial available processing capacity to accept up to 500 tons of municipal solid waste per day in compactor trucks with average loads of 10 tons and up to 300 tons per day of construction and demolition debris that would be delivered by trucks hauling 40-cubic-yard debris boxes averaging 10 tons per load from Non-Placer County Entities. If these waste delivery levels are achieved, they would result in approximately 80 additional trucks per day delivering material to the site.

These materials will be processed at the MRF as described and evaluated in the Final EIR. Their acceptance will not require any new or additional equipment or facilities that were not identified in the Final EIR's project description. Therefore, the proposed Project amendment will not result in any physical infrastructure, equipment or facility changes on the Project site. At least 60 percent of municipal solid waste and at least 65 percent of construction and demolition materials processed at the MRF are expected to be recovered and therefore diverted from landfill disposal.

In addition, the proposed Project amendment does not include any changes to the facility's permitted tonnage limit of 4,000 tons per day (calculated as a sitewide 7-day rolling average) as evaluated in the Final EIR. The maximum amount of municipal solid waste and construction and demolition debris received from Non-Placer County Entities would represent approximately 20 percent of the site's daily tonnage permit capacity. The proposed Project amendment assumes that if material tonnages begin to approach the site's permit limits, waste materials originating from within Placer County will be prioritized and Non-Placer County Entity tonnage acceptance will be reduced accordingly. In effect, the acceptance of Non-Placer County Entity materials will decrease as growth of in-County sources approach permit limits and/or available MRF capacities. As a result, the proposed Project amendment is expected to accelerate material deliveries to the site in the short term by utilizing available processing capacity, without altering the infrastructure buildout assumptions or expanding long-term capacity beyond what was assumed in the Final EIR.

The evaluations provided below consider whether the near-term acceleration in the delivery of municipal solid waste and construction and demolition debris by Non-Placer County Entities for processing at the MRF would result in any new significant environmental effects or substantial increases in the severity of significant effects previously identified in the Final EIR. Because the proposed Project amendment would not alter the buildout site conditions or permit limits identified in the Final EIR, no changes in the full buildout impact conclusions would occur. For a discussion of the impacts associated with full Waste Action Plan buildout, see Table 2-4 – Summary of Impacts and Mitigation Measures included in Chapter 2 – Executive Summary of the Final EIR. For a discussion of the impacts associated with full SAP buildout, see Table ES-1 – Summary of Impacts and Mitigation Measures included in Chapter 2 – Executive Summary of the SAP EIR (Placer County 2020b).

3.2 Aesthetics

The Final EIR concluded that significant aesthetic impacts would occur with Waste Action Plan implementation. These included reducing the visual quality of the site and its surroundings by expanding waste recovery and disposal activities onto vacant portions of the project site and by expanding the landfill's footprint and elevation. The Final EIR also concluded that increased offsite litter generated during the extended life of the WRSL would degrade visual resources. These aesthetic impacts were identified as significant and unavoidable.

Upon Waste Action Plan approval, the WPWMA Board adopted a Mitigation Monitoring and Reporting Program (MMRP) that includes implementing an offsite litter control program and a vehicle tarping program, both of which would minimize the Waste Action Plan's aesthetic impacts but would not reduce them to a less-than-significant level.

The proposed Project amendment is anticipated to accelerate the delivery of municipal solid waste and construction and demolition debris by Non-Placer County Entities for processing at the MRF. These additional out-of-County materials will be processed using the equipment and facilities identified in the Final EIR's Waste Action Plan description. No new equipment or facilities, other than those previously evaluated in the Final EIR, will be necessary to process these materials. In addition, the proposed Project amendment does not include any changes in the WRSL's permitted peak elevations or footprint. Because the proposed Project amendment does not include any equipment or facility changes, it will not alter the onsite visual impacts associated with Waste Action Plan implementation identified in the Final EIR.

The acceptance of specific out-of-County materials associated with the proposed Project amendment could result in additional residual materials being delivered to the WRSL for disposal following MRF processing. Should the WPWMA choose to accept these additional materials at the WRSL this would accelerate landfill capacity consumption when compared to the projections included in the Final EIR. However, an acceleration in landfill capacity consumption would not represent a noticeable visual impact because the elevation of the WRSL was estimated in the Final EIR to increase over a relatively long period of time. An acceleration in this elevation change over multiple years associated with the proposed Project amendment would not be perceivable to the public. In addition, the site's Solid Waste Facility Permit limits the WRSL's peak elevation to the level evaluated in the Final EIR and the proposed Project amendment does not include any change in the WRSL's permitted peak elevation.

A near-term increase in truck trips arriving at the site would be anticipated with adoption of the proposed Project amendment, which could contribute to the offsite litter generated from waste hauling vehicles. However, because the additional vehicles are assumed to be limited to commercial trucks which are either fully enclosed or required to be tarped, additional offsite litter generation will be negligible. The required implementation of all applicable mitigation measures included in the MMRP will continue with adoption of the proposed Project amendment.

Therefore, the proposed Project amendment will have negligible effects on aesthetic resources and will not alter the aesthetic impact conclusions in the Final EIR. The proposed Project amendment will not result in any new significant environmental effects or substantial increases in the severity of significant effects previously identified in the Final EIR or the SAP EIR. Based on the above, the proposed Project amendment represents a minor technical change and none of the conditions described in §15162 of the State CEQA Guidelines calling for the preparation of a subsequent EIR or negative declaration have occurred.

3.3 Air Quality

The Final EIR identified a significant air quality impact of potentially conflicting with applicable air quality plans. The Final EIR also identified three significant and unavoidable air quality impacts including generated net increases of criteria pollutants (PM_{10} and $PM_{2.5}$) during construction within a non-attainment area, generated net increases of criteria pollutants (NO_x as an ozone precursor, PM_{10}, and $PM_{2.5}$) during operations within a non-attainment area, and potentially creating objectionable odors affecting a substantial number of people.

The MMRP includes the implementation of the Placer County Air Pollution Control District's recommended construction mitigation measures, funding operational emission reductions through offsite mitigation fee programs, and implementing odor reduction measures in addition to best management practices and project design measures to minimize odors. The potential conflict with applicable air quality plans will be reduced with implementation of the identified mitigation measures. However, the Final EIR concluded that the Waste Action Plan's significant and unavoidable air quality impacts would not be reduced to less-than-significant levels following mitigation implementation.

The proposed Project amendment is anticipated to accelerate near-term growth in the material tonnage and associated vehicle trips arriving at the site. With this acceleration in material acceptance, the site would be expected to reach peak GHG emission levels sooner than anticipated in the Final EIR. However, because the proposed Project amendment does not include any change in the site's permitted tonnage limits, its adoption will not result in an increase in the peak annual GHG emissions estimated to be generated at full buildout. Also, the additional materials received will be processed using the equipment and facilities associated with the Waste Action Plan described in the Final EIR. No new equipment or facilities, other than those previously evaluated in the Final EIR, will be necessary to process these materials. Because the proposed Project amendment does not include any new construction or capacity expansion, emissions generated from the proposed Project's construction activities or from the site's equipment and facilities during operations will not exceed the peak daily emission estimates included in the Final EIR. The required implementation of all applicable mitigation measures included in the MMRP will continue with adoption of the proposed Project amendment.

Therefore, the proposed Project amendment is not expected to adversely affect the site's air quality or to contribute substantially to the impacts identified in the Final EIR. The proposed Project amendment will not result in any new significant environmental effects or substantial increases in the severity of significant effects previously identified in the Final EIR or the SAP EIR. Based on the above, the proposed Project amendment represents a minor technical change and none of the conditions described in §15162 of the State CEQA Guidelines calling for the preparation of a subsequent EIR or negative declaration have occurred.

3.4 Biological Resources

The Final EIR concluded that significant biological resource impacts would occur with Waste Action Plan implementation. These included impacts on special-status plant species, vernal pool branchiopods, western spadefoot, Valley Elderberry Longhorn Beetle, special-status bird species, and wetlands or other sensitive natural communities. The Final EIR also concluded that the Waste Action Plan could conflict with the Placer County Tree Ordinance, which would be considered a significant impact.

The adopted MMRP identifies measures to be implemented to offset impacts to biological resources including implementing the Waste Action Plan as a Covered Activity under the Placer County Conservation Plan (PCCP) to compensate for any loss of special-status species, implementing the PCCP Conservation Strategy, compensating for habitat losses, and implementing feasible avoidance and minimization measures. The Final EIR concluded that implementation of these mitigation measures would reduce the Waste Action Plan's significant biological resource impacts to a less-than-significant level.

The proposed Project amendment is anticipated to accelerate near-term growth in the material tonnage and associated vehicle trips arriving at the site. The additional materials received will be processed using the equipment and facilities associated with the Waste Action Plan described in the Final EIR. No new equipment or facilities, other than those previously evaluated in the Final EIR, will be necessary to process these materials.

In evaluating potential biological resource impacts, the Final EIR assumed that the entirety of the three contiguous properties that constitute the project site would be disturbed with Waste Action Plan implementation. Because the proposed Project amendment implementation will not require the use of any new facilities or equipment other than what was previously evaluated, it will have no effect on the development footprint evaluated in the Final EIR. Because the area of land disturbance assumed in the Final EIR would be unchanged regardless of whether or not the proposed Project amendment is implemented, its adoption will have no effect on biological resources and will not alter the impact conclusions in the Final EIR. The required implementation of all applicable mitigation measures included in the MMRP will continue with adoption of the proposed Project amendment.

The proposed Project amendment will not result in any new significant environmental effects or substantial increases in the severity of significant effects previously identified in the Final EIR or the SAP EIR. Based on the above, the proposed Project amendment represents a minor technical change and none of the conditions described in §15162 of the State CEQA Guidelines calling for the preparation of a subsequent EIR or negative declaration have occurred.

3.5 Cultural and Tribal Cultural Resources

The Final EIR concluded that significant cultural and tribal cultural resource impacts would occur with Waste Action Plan implementation. These included potential disturbance of yet undiscovered tribal cultural resources, archaeological resources, and/or human remains during Waste Action Plan construction activities.

The adopted MMRP identifies procedures to be implemented if tribal cultural resources or archaeological resources are discovered during Waste Action Plan construction including ceasing operations and notifying tribal representatives and/or contacting a qualified archaeologist to assess the significance of the find. If human remains are encountered during construction, the MMRP requires the implementation of measures consistent with California's Health and Safety Code Section 7050.5, PRC Section 5097.98, and the California Code of Regulations Section 15064.5 (CEQA). The Final EIR concluded that implementation of these mitigation measures would reduce the Waste Action Plan's significant cultural and tribal cultural resource impacts to a less-than-significant level.

Similar to the evaluation of biological resources, for cultural and tribal cultural resources the Final EIR assumed that the entirety of the three contiguous properties that constitute the project site would be disturbed with Waste Action Plan implementation. Because the proposed Project amendment implementation will not require the use of any new facilities or equipment other than what was previously evaluated, it will have no effect on the development footprint evaluated in the Final EIR. Because the area of land disturbance assumed in the Final EIR would be unchanged regardless of whether or not the proposed Project amendment is implemented, its adoption will have no effect on cultural or tribal cultural resources and will not alter the impact conclusions in the Final EIR. Also, the required implementation of all applicable mitigation measures included in the MMRP will continue with adoption of the proposed Project amendment.

The proposed Project amendment will not result in any new significant environmental effects or substantial increases in the severity of significant effects previously identified in the Final EIR or the SAP EIR. Based on the above, the proposed Project amendment represents a minor technical change and none of the conditions described in §15162 of the State CEQA Guidelines calling for the preparation of a subsequent EIR or negative declaration have occurred.

3.6 Geology, Soils and Paleontological Resources

The Final EIR concluded that significant geology, soils and paleontological impacts would occur with Waste Action Plan implementation. These included building foundations potentially being damaged due to the presence of expansive soils on the site, which can create risks to life and property, as well as the potential disturbance of paleontological resources during soil excavation activities.

The adopted MMRP identifies measures to be implemented to offset impacts to geology, soils and paleontological resources including conducting geotechnical investigations prior to constructing any buildings or other structures designed for human occupancy and halting ground-disturbing activities and retain a qualified paleontologist if evidence of any paleontological features or deposits are discovered during construction-related earth-moving activities. The Final EIR concluded that implementation of these mitigation measures would reduce the Waste Action Plan's significant geology, soils and paleontological resource impacts to a less-than-significant level.

Similar to the evaluation of biological resources, for geology, soils and paleontological resources the Final EIR assumed that the entirety of the three contiguous properties that constitute the project site would be disturbed with Waste Action Plan implementation. Because the proposed Project amendment implementation will not require the use of any new facilities or equipment other than what was previously evaluated, it will have no effect on the development footprint evaluated in the Final EIR. Because the area of land disturbance assumed in the Final EIR would be unchanged regardless of whether or not the proposed Project amendment is implemented, its adoption will have no effect on geology, soils or paleontological resources and will not alter the impact conclusions in the Final EIR. Also, the required implementation of all applicable mitigation measures included in the MMRP will continue with adoption of the proposed Project amendment.

The proposed Project amendment will not result in any new significant environmental effects or substantial increases in the severity of significant effects previously identified in the Final EIR or the SAP EIR. Based on the above, the proposed Project amendment represents a minor technical change and none of the conditions described in §15162 of the State CEQA Guidelines calling for the preparation of a subsequent EIR or negative declaration have occurred.

3.7 Greenhouse Gas Emissions and Climate Change

The Final EIR concluded that the Waste Action Plan would generate annual operational greenhouse gas (GHG) emissions that would exceed Placer County Air Pollution Control District's (PCAPCD) recommended GHG significance thresholds, including the bright-line threshold of 10,000 metric tons (MT) of carbon dioxide equivalent per year. The GHG emissions generated from Waste Action Plan operations were identified as a significant and unavoidable impact.

The adopted MMRP identifies measures to offset the GHG emission impacts including implementing offsite mitigation programs that may include establishing and funding an offsite mitigation project and/or participating in PCAPCD's Offsite Mitigation Fee Program. These measures would reduce the Waste Action Plan's GHG emissions but would not reduce the impact to a less-than-significant level.

The proposed Project amendment is anticipated to accelerate near-term growth in the municipal solid waste and construction and demolition debris tonnage and associated vehicle trips arriving at the site. With this acceleration in material acceptance, the WPWMA's site would be expected to reach peak GHG emission levels sooner than anticipated in the Final EIR. However, because the proposed Project amendment does not include any change in the site's permitted tonnage limits, its adoption would not result in an increase in the peak annual GHG emissions estimated in the Final EIR to be generated at full Waste Action Plan buildout or over the life of the Waste Action Plan. Table 10-3 on page 10-19 of the Draft EIR (WPWMA 2021) identifies the maximum annual operational greenhouse gas emissions associated with full buildout of the solid waste elements of the Waste Action Plan. Additional details regarding the GHG modeling assumptions and outputs are included in Appendix D of the Final EIR. The additional materials received will be processed using the equipment and facilities associated with the Waste Action Plan described in the Final EIR. No new equipment or facilities, other than those previously evaluated in the Final EIR, will be necessary to process these materials.

The acceptance of specific materials associated with the proposed Project amendment may result in additional residual materials being delivered to the WRSL for disposal following processing. Residual materials may also be backhauled to the region of origin for disposal at another landfill facility. The acceptance of these additional materials would slightly accelerate landfill capacity consumption when compared to the projections included in the Final EIR. However, a slight acceleration in landfill capacity consumption would not represent a noticeable GHG impact because the proposed Project amendment does not include an increase in total landfill capacity. Therefore, the total GHG emissions estimated to be generated from waste decomposition in the WRSL would not differ from the estimates included in the Final EIR. In addition, although not specifically evaluated in the Final EIR, it is reasonable to assume that any emissions generated at the site by the diverted residual waste materials would be avoided at other facilities that currently accept these materials, resulting in a negligible net change. The required implementation of all applicable mitigation measures included in the MMRP will continue with adoption of the proposed Project amendment.

Therefore, the proposed Project amendment would have negligible effects on GHG emissions and will not alter the GHG emission impact conclusions in the Final EIR. The proposed Project amendment will not result in any new significant environmental effects or substantial increases in the severity of significant effects previously identified in the Final EIR or the SAP EIR. Based on the above, the proposed Project amendment represents a minor technical change and none of the conditions described in §15162 of the State CEQA Guidelines calling for the preparation of a subsequent EIR or negative declaration have occurred.

3.8 Hazards, Hazardous Materials and Wildfire

The Final EIR concluded that significant hazards, hazardous materials and wildfire impacts would occur with Waste Action Plan implementation. These included the potential for construction activities to expose the public or the environment to hazardous materials, the potential for landfill gas to accumulate in occupied structures, the potential for waste relocation activities to release hazardous materials, the potential for a conflict with an adopted emergency response plan, and the potential to attract vectors.

The adopted MMRP identifies measures to be implemented to offset impacts to hazards, hazardous materials and wildfire including preparing an Environmental Site Assessment, preparing a construction hazardous materials management plan, implementing measures specified in California Code of Regulations (CCR) Title 27 Section 21190(g) for any structure sited within 1,000 feet of the WRSL, developing and implementing a contingency plan in case hazardous wastes are encountered during waste relocation, preparing a Construction Traffic Management Plan to minimize traffic impacts on all roadways at and near the work site affected by construction activities, and preventing the occurrence of standing water or other areas suitable for breeding of mosquitoes and other vectors during construction activities. The Final EIR concluded that implementation of these mitigation measures would reduce the Waste Action Plan's significant hazards, hazardous materials and wildfire impacts to a less-than-significant level.

The proposed Project amendment is anticipated to accelerate near-term growth in the municipal solid waste and construction and demolition debris tonnage and associated vehicle trips arriving at the site. With this acceleration in material acceptance, the potential for hazards, hazardous materials and wildfire impacts would also be slightly accelerated. With increased activity, there is an increased chance for impacts associated with hazards, hazardous materials and wildfires to occur. However, because the proposed Project amendment does not include any change in the site's permitted tonnage limits, its adoption would not result in an increase in the impacts estimated in the Final EIR to be generated at full Waste Action Plan buildout. The additional materials received will be processed using the equipment and facilities associated with the Waste Action Plan described in the Final EIR and no new equipment or facilities, other than those previously evaluated in the Final EIR, will be necessary to process these materials. The required implementation of all applicable mitigation measures included in the MMRP will continue with adoption of the proposed Project amendment.

Therefore, the proposed Project amendment would have negligible hazards, hazardous materials and wildfire effects and will not alter the impact conclusions in the Final EIR. The proposed Project amendment will not result in any new significant environmental effects or substantial increases in the severity of significant effects previously identified in the Final EIR or the SAP EIR. Based on the above, the proposed Project amendment represents a minor technical change and none of the conditions described in §15162 of the State CEQA Guidelines calling for the preparation of a subsequent EIR or negative declaration have occurred.

3.9 Hydrology and Water Quality

The Final EIR concluded that a significant hydrology and water quality impact would occur with Waste Action Plan implementation associated with the exposure of excavated waste to water and wind erosion during waste excavation and relocation activities, which could degrade surface water quality. In addition, the percolation of water through the exposed waste could degrade groundwater quality.

The adopted MMRP requires the amendment of the existing Stormwater Pollution Prevention Plan (SWPPP) for the waste excavation and relocation component of the Waste Action Plan to ensure compliance with applicable water quality standards or waste discharge requirements. The Final EIR concluded that implementation of this mitigation measure would reduce the Waste Action Plan's significant hydrology and water quality impacts to a less-than-significant level.

Similar to the evaluation of biological resources, for hydrology and water quality the Final EIR assumed that the entirety of the three contiguous properties that constitute the project site would be disturbed with Waste Action Plan implementation. Because the proposed Project amendment will not require the use of any new facilities or equipment other than what was previously evaluated, it will have no effect on the development footprint evaluated in the Final EIR. Because the area of land disturbance assumed in the Final EIR would be unchanged regardless of whether the proposed Project amendment is implemented, its adoption will have no effect on hydrology and water quality and will not alter the impact conclusions in the Final EIR. The required implementation of all applicable mitigation measures included in the MMRP will continue with adoption of the proposed Project amendment.

The proposed Project amendment will not result in any new significant environmental effects or substantial increases in the severity of significant effects previously identified in the Final EIR or the SAP EIR. Based on the above, the proposed Project amendment represents a minor technical change and none of the conditions described in §15162 of the State CEQA Guidelines calling for the preparation of a subsequent EIR or negative declaration have occurred.

3.10 Land Use and Planning

The Final EIR concluded that no adverse land use or planning impacts would occur with Waste Action Plan implementation. The proposed Project amendment will have no effect on land uses or planning within the local area as it does not include any alterations in the infrastructure or facilities described in the Final EIR. Therefore, the proposed Project amendment will not alter the Final EIR's land use impact conclusions.

The proposed Project amendment will not result in any new significant environmental effects or substantial increases in the severity of significant effects previously identified in the Final EIR or the SAP EIR. Based on the above, the proposal represents a minor technical change and none of the conditions described in §15162 of the State CEQA Guidelines calling for the preparation of a subsequent EIR or negative declaration have occurred.

3.11 Noise

The Final EIR concluded that a significant noise impact would occur with Waste Action Plan implementation if potential manufacturing or industrial uses exceed the established noise threshold.

The adopted MMRP includes conducting an acoustical evaluation of any facility proposed as part of the complementary and programmatic elements prior to issuance of building permits. The acoustical evaluation shall document that either the proposed uses will not generate noise levels greater than 5 dB above the existing ambient noise level generated from industrial facilities at the site or will be redesigned such that this threshold is not exceeded at existing receiving property boundaries. The Final EIR concluded that implementation of this mitigation measure would reduce the Waste Action Plan's significant noise impact to a less-than-significant level.

The proposed Project amendment is anticipated to accelerate near-term growth in the municipal solid waste and construction and demolition debris tonnage and associated vehicle trips arriving at the site. With this acceleration in material acceptance, the potential for noise impacts from vehicle trips and site operations would also be slightly accelerated. However, the Final EIR concluded that operational noise impacts associated with full buildout of the waste processing and disposal facilities including offsite vehicle noise impacts would be less than significant. Because the proposed Project amendment does not include any change in the site's permitted tonnage limits or in the equipment or facilities to be constructed at the site, its adoption would not result in an increase in the noise impacts estimated in the Final EIR to be generated at full Waste Action Plan buildout. The required implementation of all applicable mitigation measures included in the MMRP will continue with adoption of the proposed Project amendment.

Therefore, the proposed Project amendment would have negligible noise effects and will not alter the impact conclusions in the Final EIR. The proposed Project amendment will not result in any new significant environmental effects or substantial increases in the severity of significant effects previously identified in the Final EIR or the SAP EIR. Based on the above, the proposed Project amendment represents a minor technical change and none of the conditions described in §15162 of the State CEQA Guidelines calling for the preparation of a subsequent EIR or negative declaration have occurred.

3.12 Public Services

The Final EIR concluded that no adverse public service impacts would occur with Waste Action Plan implementation. The proposed Project amendment is anticipated to accelerate near-term growth in the municipal solid waste and construction and demolition debris tonnage and associated vehicle trips arriving at the site. With this acceleration in material acceptance, the demand on public services would increase. However, because the proposed Project amendment does not include any change in the site's permitted tonnage limits, its adoption would not result in an increase in the impacts estimated in the Final EIR to be generated at full Waste Action Plan buildout. The additional materials received will be processed using the equipment and facilities associated with the Waste Action Plan described in the Final EIR and no new equipment or facilities, other than those previously evaluated in the Final EIR, will be necessary to process these materials.

Therefore, the proposed Project amendment will not alter the Final EIR's public service impact conclusions. The proposed Project amendment will not result in any new significant environmental effects or substantial increases in the severity of significant effects previously identified in the Final EIR or the SAP EIR. Based on the above, the proposed Project amendment represents a minor technical change and none of the conditions described in §15162 of the State CEQA Guidelines calling for the preparation of a subsequent EIR or negative declaration have occurred.

3.13 Transportation

The Final EIR concluded that the Waste Action Plan would result in a net increase in vehicle miles traveled (VMT). This increase in VMT was projected to exceed the identified significance threshold and result in a significant and unavoidable impact.

The adopted MMRP identifies measures to offset the VMT impacts including preparing a Transportation Demand Management Plan with specific measures intended to reduce employee vehicle trips, such as carpool and ride-share incentive strategies. These measures would reduce the Waste Action Plan's VMT but would not reduce the impact to a less-than-significant level.

The proposed Project amendment is anticipated to accelerate near-term growth in the municipal solid waste and construction and demolition debris tonnage and associated vehicle trips arriving at the site. If the estimated waste delivery levels associated with the proposed Project amendment are realized, they would result in approximately 80 trucks per day delivering material to the site. The Final EIR estimated a peak of 1,400 truck trips per day would occur at full Waste Action Plan buildout (2050). This estimate includes truck trips for municipal solid waste, recyclables, organics (e.g., food and green waste), construction and demolition debris, and residuals and outbound processed materials.

The increase in vehicle trips associated with the proposed Project amendment arriving at the site could increase VMT. However, the actual VMT generated would depend upon where these materials are currently being delivered and if delivering the materials to the WPWMA's site would result in a net increase or decrease in overall VMT. Because existing municipal solid waste and construction and demolition debris processing facilities are limited in the project region, the materials that could potentially be diverted to the WPWMA's site under the proposed Project amendment may currently be traveling further distances to their processing and disposal site. The sources of these waste materials are assumed to derive from locations in relatively close proximity to the WPWMA's site based on economic constraints associated with transportation costs. Therefore, any difference in VMT generation between current delivery routes and the proposed diversion to the WPWMA's site would be expected to be negligible. In addition, the proposed Project amendment does not include any change in the site's permitted tonnage limits; thus, its adoption would have negligible effects on the site's total VMT estimated in the Final EIR to be generated at full Waste Action Plan buildout. Finally, the required implementation of all applicable mitigation measures included in the MMRP will continue with adoption of the proposed Project amendment.

Regarding projected VMT increases within the SAP, the SAP EIR programmatically evaluated the increase in VMT that would be anticipated with the expansion of solid waste elements and development of industrial uses on the WPWMA's properties as well as the increase in VMT associated with full buildout of the SAP. The SAP EIR estimated that full buildout of the SAP would increase regional VMT by approximately 3.6 million daily.

The Final EIR estimated that waste management activities alone at the WPWMA site would increase daily VMT by 50,719 in 2050. This estimate was based on an average waste haul truck trip distance of 40 miles and includes municipal solid waste, recyclables, and organics transported from service areas across western Placer County. This increase in VMT represents 0.51 percent of the 9,935,503 VMT generated in the region in 2018.

The proposed Project amendment is estimated to result in approximately 80 trucks per day delivering material to the site from non-Placer County entities. If the average trip length for these trucks was also 40 miles, no increase in the facility's total VMT, as estimated in the Final EIR, would occur because no change is proposed in the facility's permit limits. In effect, the volume of material accepted at the site is limited by the facility's permits regardless of the origin of the materials. Conservatively assuming an increase in the trip length to 60 miles for these non-Placer County entities would result in an increase in daily VMT of 3,200 (i.e., 20 miles per one-way trip [40 miles total] multiplied by 80 trips). This increase would represent a 0.03-percent increase in 2018 regional VMT, which would be considered a negligible change.

Therefore, the proposed Project amendment will not alter the Final EIR's transportation/circulation impact conclusions. The proposed Project amendment will not result in any new significant environmental effects or substantial increases in the severity of significant effects previously identified in the Final EIR or the SAP EIR. Based on the above, the proposed Project amendment represents a minor technical change and none of the conditions described in §15162 of the State CEQA Guidelines calling for the preparation of a subsequent EIR or negative declaration have occurred.

3.14 Utilities and Service Systems and Energy

The Final EIR concluded that no adverse utilities, service system or energy impacts would occur with Waste Action Plan implementation. The proposed Project amendment is anticipated to accelerate near-term growth in the municipal solid waste and construction and demolition debris tonnage and associated vehicle trips arriving at the site. With this acceleration in material acceptance, the demands on utilities, service systems and energy would increase. However, because the proposed Project amendment does not include any change in the site's permitted tonnage limits, its adoption would not result in an increase in the impacts estimated in the Final EIR to be generated at full Waste Action Plan buildout. The additional materials received will be processed using the equipment and facilities associated with the Waste Action Plan described in the Final EIR and no new equipment or facilities, other than those previously evaluated in the Final EIR, will be necessary to process these materials.

Therefore, the proposed Project amendment will not alter the Final EIR's utilities, service system or energy impact conclusions. The proposed Project amendment will not result in any new significant environmental effects or substantial increases in the severity of significant effects previously identified in the Final EIR or the SAP EIR. Based on the above, the proposed Project amendment represents a minor technical change and none of the conditions described in §15162 of the State CEQA Guidelines calling for the preparation of a subsequent EIR or negative declaration have occurred.

4. Conclusion

The Final EIR and the SAP EIR evaluated the potential environmental impacts anticipated with implementation of the Renewable Placer Waste Action Plan. The proposed Project amendment was not included in the Final EIR. However, based on the analysis provided above, no new significant environmental effects or substantial increases in the severity of previously identified significant effects will occur with implementation of the proposed Project amendment. In addition, the proposed Project amendment represents one of the later activities contemplated in CalRecycle's Program EIR for the SB 1383 SLCP Regulations (Ascent Environmental, Inc. 2019). As such, it is within the scope of the Program EIR.

None of the conditions described in §15162 of the State CEQA Guidelines calling for preparation of a subsequent EIR or negative declaration are present, and therefore, no subsequent EIR or negative declaration is required pursuant to CEQA. This addendum to the Final EIR is the appropriate level of environmental review, as identified in §15164 of the State CEQA Guidelines, for the proposed Project amendment at the WPWMA site.

5. References

Ascent Environmental, Inc. 2019. *SB 1383 Regulations Short-Lived Climate Pollutants: Organic Waste Methane Emission Reduction Draft Environmental Impact Report*. Prepared for CalRecycle. July 30.

Placer County. 2020a. *Sunset Area Plan*. Adopted by the Placer County Board of Supervisors on August 25, 2020.

Placer County. 2020b. *Sunset Area Plan/Placer Ranch Specific Plan Final Environmental Impact Report*. State Clearinghouse No. 2016112012. Prepared by Ascent Environmental. Certified by the Placer County Board of Supervisors on August 25, 2020.

Western Placer Waste Management Authority (WPWMA). 2022. *Renewable Placer: Waste Action Plan Final Environmental Impact Report.* October 20.

WPWMA. 2021. *Renewable Placer: Waste Action Plan Draft Environmental Impact Report.* October 29.

WPWMA. 2003. *Final Environmental Impact Report for the Capacity Enhancement Project 2002-2003*. April 21.

WPWMA. 2011. *Initial Study/Mitigated Negative Declaration Western Placer Waste Management Authority Compost Facility Expansion Project.* January 28.

Before the Board of Directors
Western Placer Waste Management Authority

In the matter of: **Resolution No. 26-03**

APPROVAL OF POLICY NO. 26-01 REGARDING OUT OF COUNTY MATERIAL PROCESSING

The following resolution was duly passed by the Board of Directors of the Western Placer Waste Management Authority at a regular meeting held August 13, 2026, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Signed and approved by me after its passage.

____

Chair

____

Clerk of said Board

WHEREAS, the WPWMA owns and operates the Western Regional Sanitary Landfill (WRSL) and a Materials Recovery Facility (MRF), with operations that include waste recovery operations within the MRF building, a public waste dropoff area, a construction and demolition material processing operation, permanent household hazardous waste collection facility, recycling buyback center, and organics management operations; and

WHEREAS, on December 8, 1988, the WPWMA (previously known as the Western Regional Sanitary Landfill Authority) adopted Ordinance No. 89-01, which restricts the acceptance of any and all waste at the WRSL to only that waste originating within the area of Placer County and its incorporated cities, and declares that the WPWMA would not accept waste not originating within the County and incorporated cities; and

WHEREAS, as the new MRF was expressly designed to meet SB 1383 organics diversion mandates from a mixed waste stream, agencies surrounding Placer County have expressed interest in utilizing the WPWMA's facilities primarily to process commercial and multifamily waste sectors, for which material diversion mandates have historically been difficult and/or costly to meet using traditional source separated collection programs; and

WHEREAS, concurrent with consideration of this Resolution, the Board of Directors rescinded Ordinance No. 89-01, to provide for the flexibility to accept materials originating from outside of Placer County; and

WHEREAS, the WPWMA desires to adopt a clear, formal policy that authorizes the execution of agreements with Non-Placer County Entities for the receipt and processing of solid waste at the WRSL and the MRF, consistent with certain parameters set forth therein; and

WHEREAS, on December 8, 2022, the WPWMA, as the lead agency under the California Environmental Quality Act ("CEQA"), certified the Renewable Placer: Waste Action Plan Final Environmental Impact Report and Errata (SCH 2019039087) (the "EIR") and approved the Renewable Placer: Waste Action Plan ("Waste Action Plan"), which among other things, analyzes the impacts of the acceptance of materials at the WRSL and the MRF; and

WHEREAS, pursuant to the CEQA Guidelines, the WPWMA prepared the Addendum to the Final Environmental Impact Report for the Renewable Placer: Waste Action Plan (the "Addendum") to determine whether the acceptance of materials from outside of the County consistent with the proposed policy (the "Project") would have environmental effects that were not examined in the EIR as part of the analysis of the Waste Action Plan; and

WHEREAS, pursuant to CEQA Guidelines section 15164, the Addendum finds that the Project would not have effects that were not examined in the EIR, and that no additional environmental review is required; and

WHEREAS, the Addendum and the EIR are on file with the Office of the Secretary of the Board and are incorporated herein by reference;

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

1. The Board hereby finds that the facts set forth in the recitals to this Resolution are true and correct and establish the factual basis for the Board's adoption of this Resolution.
2. The Board has reviewed and considered the information contained in the Section 15168 Analysis and Addendum, comments received, and other documents contained in the administrative record for the Project, including the DNSP EIR. Based on the Council's independent review and analysis it finds that the Section 15168 Analysis and Addendum and administrative record contain a complete and accurate reporting of the environmental impacts associated with the Project, and that the Section 15168 Analysis and Addendum has been completed in compliance with CEQA and the State CEQA Guidelines.
3. The Board hereby finds that all environmental impacts of the Project are either less than significant or can be mitigated to a level of less than significant under the mitigation measures outlined in the EIR. The Board hereby approves and adopts the Addendum and directs the Clerk of the Board to prepare, execute and file a Notice of Determination with the County Clerk's office and the Office of Planning and Research within five (5) working dates of the adoption of this Resolution.
4. The Board hereby approves Policy No. 26-01 regarding Out of County Material Processing, in the form attached to this Resolution.

BEFORE THE WESTERN REGIONAL SANITARY LANDFILL AUTHORITY

IN THE MATTER OF: THE PROHIBITION OF DISPOSAL OF RESIDENTIAL AND COMMERCIAL WASTE THAT WAS NOT GENERATED WITHIN THE COUNTY OF PLACER.

Resol. No: ________

Ord. No: 89-01

First Reading: 12/8/88

The following Ordinance was duly passed by the Western Regional Sanitary Landfill Authority, at a special meeting held December 8, 1988 by the following vote on roll call:

Ayes: Ferreira, Huson, Mahan, Short, Santucci

Noes: None

Absent: None

Signed and approved by me after its passage.

Jim Santucci

Chairman, Western Regional Sanitary Landfill Authority

Attest:
Clerk to the Authority

Ruthe McKee

WHEREAS the Western Regional Sanitary Landfill Authority initiated by Placer County Board of Supervisors, per Resolution 78-500, to operate the Western Regional Sanitary Landfill for use by Placer County and the Cities of Rocklin, Roseville and Lincoln, and

WHEREAS the Western Regional Sanitary Landfill Authority agreement stipulates that the landfill will serve the benefits of the residents of the Cities and the County, and

WHEREAS the landfill is currently accepting waste that is not originating from within the County of Placer and its Incorporated Cities, and

WHEREAS Government Code Section 25823 allows the Authority to restrict the disposal of waste at Western Regional Sanitary Landfill to only that waste originating within the County of Placer and its Incorporated Cities.

NOW, THEREFORE, the Western Regional Sanitary Landfill Authority does hereby restrict the acceptance of any and all waste at the Western Regional Sanitary Landfill to only that waste originating within the area of Placer County and its Incorporated Cities and the operator is directed not to accept waste not originating within the County and Incorporated Cities.

Before the Board of Directors
Western Placer Waste Management Authority

In the matter of: **Ordinance No. 26-01**

RECISSION OF ORDINANCE NO. 89-01 REGARDING OUT OF COUNTY MATERIAL PROCESSING

The following ordinance was introduced at a regular meeting of the Board of Directors of the Western Placer Waste Management Authority at a regular meeting held August 13, 2026, and was adopted by the Board of Directors of the Western Placer Waste Management Authority at a regular meeting held ________, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Signed and approved by me after its passage.

____
Chair

____
Clerk of said Board

WHEREAS, the WPWMA owns and operates the Western Regional Sanitary Landfill (WRSL) and a Materials Recovery Facility (MRF), with operations that include waste recovery operations within the MRF building, a public waste dropoff area, a construction and demolition material processing operation, permanent household hazardous waste collection facility, recycling buyback center, and organics management operations; and

WHEREAS, on December 8, 1988, the WPWMA (previously known as the Western Regional Sanitary Landfill Authority) adopted Ordinance No. 89-01, which restricts the acceptance of any and all waste at the WRSL to only that waste originating within the area of Placer County and its incorporated cities, and declares that the WPWMA would not accept waste not originating within the County and incorporated cities; and

WHEREAS, as the new MRF was expressly designed to meet SB 1383 organics diversion mandates from a mixed waste stream, agencies surrounding Placer County have expressed interest in utilizing the WPWMA's facilities primarily to process commercial and multifamily waste sectors, for which material diversion mandates have historically been difficult and/or costly to meet using traditional source separated collection programs; and

WHEREAS, the Board of Directors desires to rescind Ordinance No. 89-01, to provide for the flexibility to accept materials originating from outside of Placer County; and

WHEREAS, on October 20, 2022, the WPWMA, as the lead agency under the California Environmental Quality Act ("CEQA"), certified the Renewable Placer: Waste Action Plan Final Environmental Impact Report (State Clearinghouse Number 2019039087) (the "EIR") and approved the Renewable Placer: Waste Action Plan ("Waste Action Plan"), which among other things, analyzes the impacts of the acceptance of materials at the WRSL and the MRF; and

WHEREAS, pursuant to the CEQA Guidelines, the WPWMA prepared the Addendum to the Final Environmental Impact Report for the Renewable Placer: Waste Action Plan (the "Addendum") to determine whether the acceptance of materials from outside of the County consistent with the proposed policy (the "Project"), which will be facilitated in part by the recission of Ordinance No. 89-01, would have environmental effects that were not examined in the EIR as part of the analysis of the Waste Action Plan; and

WHEREAS, pursuant to CEQA Guidelines section 15164, the Addendum finds that the Project would not have effects that were not examined in the EIR, and that no additional environmental review is required; and

WHEREAS, the Addendum and the EIR are on file with the Office of the Secretary of the Board and are incorporated herein by reference;

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

1. The Board hereby finds that the facts set forth in the recitals to this Ordinance are true and correct and establish the factual basis for the Board's adoption of this Resolution.
2. The Board has reviewed and considered the information contained in the Section 15168 Analysis and Addendum, comments received, and other documents contained in the administrative record for the Project, including the DNSP EIR. Based on the Council's independent review and analysis, it finds that the Section 15168 Analysis and Addendum and administrative record contain complete and accurate reporting of the environmental impacts associated with the Project, and that the Section 15168 Analysis and Addendum has been completed in compliance with CEQA and the State CEQA Guidelines.
3. The Board hereby finds that all environmental impacts of the Project are either less than significant or can be mitigated to a level of less than significant under the mitigation measures outlined in the EIR. The Board hereby approves and adopts the Addendum and directs the Clerk of the Board to prepare, execute and file a Notice of Determination with the County Clerk's office and the Office of Planning and Research within five (5) working dates of the adoption of this Resolution.
4. Ordinance No. 89-01 is hereby rescinded and is of no further force or effect.

MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY

TO: **WPWMA BOARD OF DIRECTORS** DATE: **AUGUST 13, 2026**

FROM: **SCOTT SCHOLZ / WILL SCHEFFLER** WS

SUBJECT: **ITEM 9B: RECOLOGY CORP YARD LEASE**

RECOMMENDED ACTION:

1. Authorize the General Manager to approve the First Amendment to the Lease Agreement between the WPWMA and the Lincoln-Sewer Maintenance District 1 Wastewater Authority (LiSWA) subject to approval by the LiSWA Board of Directors.
2. Authorize the General Manager to approve and execute the lease of approximately 6 acres on the WPWMA's western expansion property to Recology for use as a corporation yard (Corp Yard).
3. Authorize the General Manager to execute a Participating Special Entity Agreement, in substantial conformance with the agreement attached, with the Placer Conservation Authority (PCA) to receive Incidental Take Permit coverage and to mitigate for impacts resulting from the Corp Yard through compliance with the Placer County Conservation Program (PCCP) for an amount not to exceed $200,000 (based on approximately 6-acres of land conversion).
4. Determine that the recommended actions conform to the 2022 Renewable Placer Waste Action Plan Final Environmental Impact Report (EIR) (SCH#2019039087), and that further California Environmental Quality Act (CEQA) review is not required.

BACKGROUND:

Beginning January 1, 2002, your Board approved a lease to Recology of a portion of WPWMA's central property for use as a storage yard for empty roll off bins. This Lease proved mutually beneficial to the WPWMA and Recology as it provided additional revenue to the WPWMA for the lease of then currently unused land and provided Recology a nearby bin yard to better service their local commercial customers.

As part of the commencement of FCC Environmental Services' operations in July 2022, the area occupied by the bin yard was needed for inbound inert soils and concrete stockpiling and processing. While the WPWMA was able to temporarily relocate the bin yard to another portion of the property, this and other areas of WPWMA's central property were unfeasible for a long-term lease. As such, WPWMA and Recology mutually ended the lease at the end of 2022.

Since last summer, WPWMA and Recology staff have discussed leasing a portion of the WPWMA's western property to site a corp yard for maintenance and parking of collection vehicles and roll-off bins, and a potential dispatch center. Together it was determined that the existing house and shop as well as the approximately 6 acres surrounding these structures would be the best fit for Recology's intended uses. Recology has identified several site improvements that will need to be completed prior to using the property to their full intent. As a result, WPWMA and Recology have discussed a two-phased approach with different lease terms and payment structures. The immediate phase will allow Recology to use the property as a bin storage yard similar. Once site improvements have been completed, the Lease will transition to Phase 2.

The attached Recology Lease for your Board's consideration includes an initial 10-year term with options to return to your Board for extension should the WPWMA and Recology deem it mutually beneficial.

Approximately 2 of the 6 acres for lease are currently included in the Lease between the WPWMA and LiSWA, which began on August 14, 2003 when your Board originally approved the Lease between the WPWMA and the City of Lincoln for application of treated wastewater produced from the Lincoln Wastewater Treatment and Reclamation Facility. On July 15, 2014, the WPWMA and the City of Lincoln agreed to extend the lease on month-to-month basis via the "Hold Over" terms of the Lease. On August 11, 2022, your Board authorized the assignment of the Lease from the City of Lincoln to LiSWA with no changes to the property's utilization.

The attached First Amendment to the Lease would change the northern boundary of the Lease area from 100 feet north of the driveway at the Athens Avenue and Fiddyment Road intersection to immediately south of that driveway except for the hay barn and 40 feet west of the hay barn for vehicle access. The aforementioned driveway would be open for use by the WPWMA, LiSWA, LiSWA's subcontracted farmer, and Recology. The boundary change would have no material impact on LiSWA's continued use of the property for treated wastewater application nor on the farming operations.

If approved, the Participating Special Entity Agreement with the PCA will provide Incidental Take Permit and mitigation coverage for development of the approximately 6-acre area for the Corp Yard. WPWMA's not a permittee of the PCCP; however, the effects of the conversion of land in and around WPWMA's wester Placer facility were analyzed and accounted for in the PCCP and are eligible for coverage under the PCCP permits if WPWMA and the PCA enter into a Participating Special Entity Agreement. The Participating Special Entity Agreement and attached PCCP Conditions set forth the terms and conditions for permit coverage.

ENVIRONMENTAL CLEARANCE:

While the 2022 Renewal Placer Waste Action Plan Final EIR does not specifically call out a "corp yard", the uses and operations covered in the attached lease are substantially similar and conform to the uses and operations identified and analyzed as Supporting Elements in the EIR including storage areas, maintenance areas, administrative buildings, and facility parking. Because the potential adverse environmental impacts of the proposed Corp Yard were fully analyzed in the Renewal Placer Waste Action Plan Final EIR, no further CEQA review is needed for the proposed lease for the Corp Yard project site or the proposed Participating Special Entity Agreement.

FISCAL IMPACT:

The cost to improve the portion of the western property for the initial phase of the lease is estimated at $100,000. Additionally, Recology estimates that electrical improvements necessary for Phase 2 leasing would cost between $150,000 - $300,000. WPWMA has agreed to share up to a maximum $225,000 of those improvement costs through "Electrical Upgrade Credits," which will credited up to $1,875 on the monthly lease payment resulting in no additional direct costs to the WPWMA. The additional income the lease would generate for WPWMA is $10,000/month during Phase 1 and $35,000/month during Phase 2. Additionally, the costs for permit coverage and to mitigate for impacts resulting from the Corp Yard through compliance with the PCCP will not exceed $200,000. Sufficient funding for the improvements is included in the FY 2026/27 Budget your Board approved at the May 2026 Board of Directors Meeting.

STRATEGIC PLAN/GOALS:

Goal 5 – Maintain fiscally responsible systems.

ATTACHMENT: WPWMA – LiSWA LEASE FIRST AMENDMENT
RECOLOGY LEASE AGREEMENT
PARTICIPATING SPECIAL ENTITY AGREEMENT AND PCCP CONDITIONS

FIRST AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE WESTERN PLACER WASTE MANAGEMENT AUTHORITY AND THE LINCOLN-SEWER MAINTENANCE DISTRICT 1 WASTEWATER AUTHORITY

This FIRST Amendment ("Amendment") is made to be effective as of, from and after the _____ day of _____________ 2026 ("Effective Date"), and between the **Western Placer Waste Management Authority**, a California joint powers authority (hereinafter referred to as the "AUTHORITY"), and the **Lincoln-Sewer Maintenance District 1 Wastewater Authority,** a California joint powers authority (hereinafter referred to as the "TENANT").

RECITALS

1. The AUTHORITY and the City of Lincoln entered into a real property lease agreement (the "Lease Agreement") for the use of approximately 320-340 acres of the AUTHORITY's western expansion property to be used by the City of Lincoln for spray application of a portion of the treated wastewater produced at the Lincoln Wastewater Treatment and Reclamation Facility (WWTRF) with an effective date of August 14, 2003.
2. The term of the Lease Agreement was for ten (10) years commencing on the effective date of August 1, 2004 and expiring on December 31, 2014.
3. On July 15, 2014, the Authority and the City of Lincoln agreed that the parties would allow the Lease Agreement to continue according to its terms as a month-to-month tenancy in accordance with Section 20 "Hold Over" until such time an amendment to the Lease Agreement between the Authority and the City of Lincoln could be approved.
4. On August 11, 2022, the AUTHORITY authorized the assignment by the City of Lincoln of the Lease Agreement to TENANT with no changes in the terms of the Lease Agreement, and on May 24, 2023 TENANT accepted such assignment from the City of Lincoln.
5. AUTHORITY intends to lease a portion of the Premises described in the Lease Agreement to another entity, and as a result desires to amend the Premises described in the Lease Agreement by moving the northern boundary of the lease area to a boundary line immediately south of the Athens/Fiddyment driveway, notwithstanding the hay barn area, without otherwise impacting TENANT's lease or interfering with TENANT.
6. The AUTHORITY intends to utilize the Premises for its intended landfill purposes in the near future and anticipates that it will terminate the Lease Agreement and direct TENANT to vacate the Premises within the next three years. However, during the interim period AUTHORITY is willing to continue the Lease Agreement on a year-to-year basis, until such time as AUTHORITY determines it has a need to utilize the Premises.
7. The AUTHORITY and TENANT wish to amend the terms of the Lease Agreement to memorialize the change in the boundary of the Premises and to amend the Term of the Lease Agreement as more specifically set forth in the terms below. All references in this First Amendment to a Section, to an Appendix, or to an Exhibit shall refer to that Section or Exhibit of the Agreement, and all terms defined in the Agreement shall have the same meaning herein.

NOW THEREFORE, THE PARTIES AGREE TO AMEND THE LEASE AGREEMENT AS FOLLOWS:

1. Section 1 of the Lease Agreement is hereby amended to read as follows:

    “Premises: The AUTHORITY agrees to rent to TENANT, on the terms and conditions hereinafter set forth, and for the rent specified herein, that certain real property described in ~~Exhibit A~~ Attachment B, attached hereto and incorporated herein by reference, located at 2900 Fiddyment Road, Lincoln, California (hereinafter referred to as the “Premises”). The Premises is comprised generally of: 320 acres; and all the buildings and other improvements located thereon. The Premises is depicted in Attachment B-1, attached to the First Amendment to the Lease Agreement and incorporated herein by this reference.”

2. Section 2 of the Lease Agreement is hereby deleted and replaced in its entirety with the following:

    “**Term:** Commencing on the Effective Date of the First Amendment to the Lease Agreement, the term of the Lease Agreement shall continue on a year-to-year basis, until terminated by either party. Either party may terminate this Lease Agreement by providing written notice not less than ninety (90) days prior to the anniversary of the Effective Date of the First Amendment to the Lease Agreement. The Lease Agreement shall terminate on the next anniversary of the Effective Date of the First Amendment following the date of such written notice.

3. Section 20 of the Lease Agreement is hereby deleted.

4. Attachment B “Description of Leased Property” shall be deleted and replaced in its entirety with the following:

    “The property consists of the southern portions of the WPWMA property bordered by Fiddyment Road on the east and West Sunset on the South, comprising approximately 320 acres. The property is generally depicted on the aerial photograph attached as Attachment B-1, with the northern boundary being directly south of the property driveway at the Athens Avenue and Fiddyment Road intersection. Also included is the “hay barn” and 40 feet directly west of the hay barn for vehicle access. All existing irrigation infrastructure, monitoring wells, pumping stations, and the hay barn used in connection with TENANT’s operations are within the revised premises or otherwise expressly authorized for use by TENANT. TENANT’s rights and use of the property otherwise remain unchanged by this Amendment.”

5. Attachment B-1 attached to this First Amendment is incorporated into the Lease Agreement by this reference.

6. In all other respects not directly addressed by this Amendment, the Lease Agreement remains in full force and effect.

Executed as of the day first above stated.

WESTERN PLACER WASTE MANAGEMENT AUTHORITY

By: ______________________________ Date: __________

General Manager, Western Placer Waste Management Authority

Lincoln-Sewer Maintenance District 1 Wastewater Authority

By: ______________________________ Date: __________

Approved as to Form

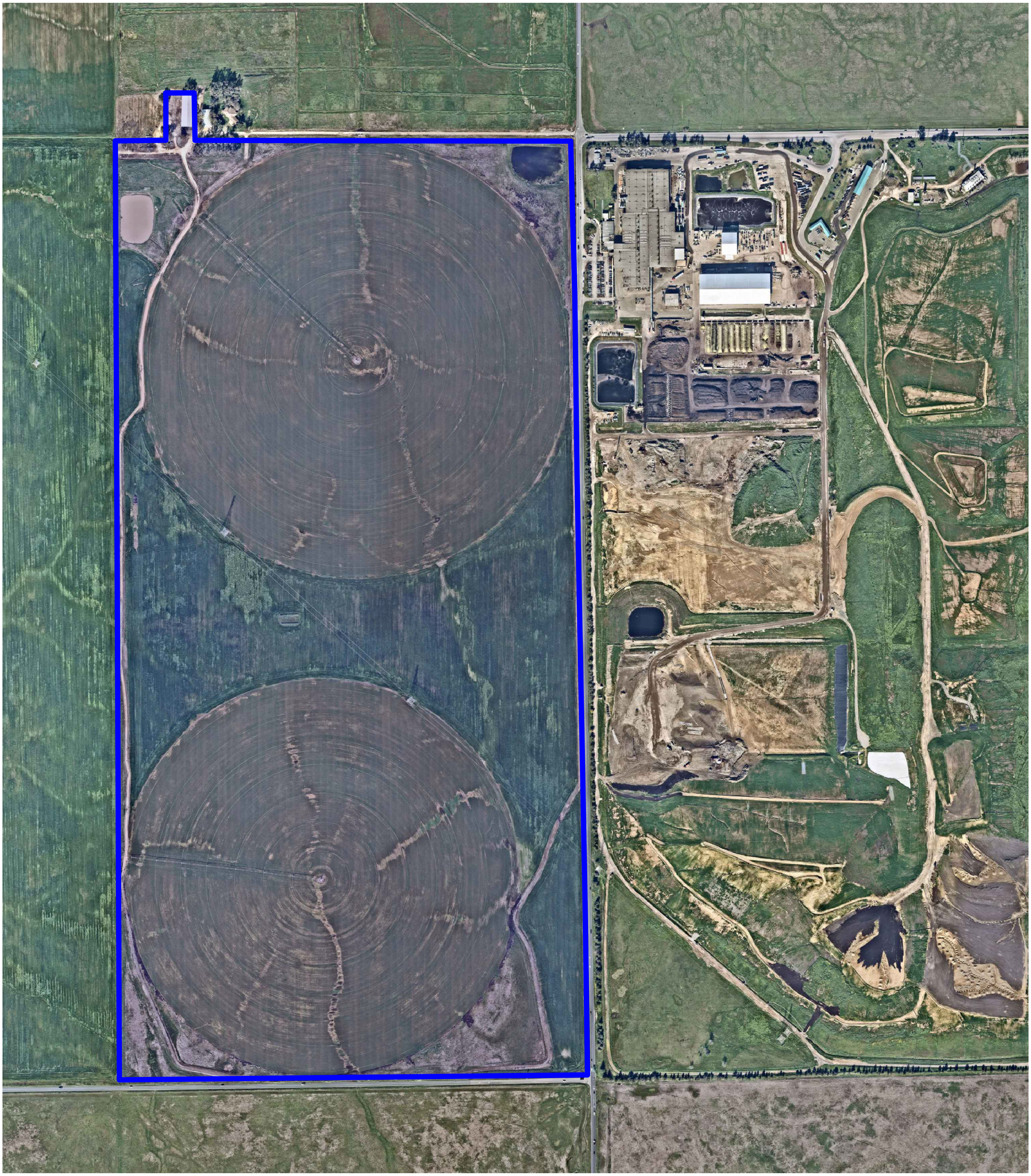
By: ______________________________ Date: __________

Authority Counsel

ATTACHMENT B-1

Depiction of the Premises

[Attached behind this cover page]



NOTES:

1.

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W E
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DRAWN BY: RS
CHECKED BY: WS
DATE:5/21/2026
SCALE:

0 375 750 1500

SCALE: 0.001333

WPWMA
EST. 1978

WESTERN PLACER
WASTE MANAGEMENT AUTHORITY
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(916) 543-3960
www.wpwma.ca.gov

LEASE AREA
SHEET TITLE

SHEET
EXH A

LEASE AGREEMENT
BY AND BETWEEN
WESTERN PLACER WASTE MANAGEMENT AUTHORITY AND
RECOLOGY AUBURN PLACER

1. Parties and Date.

THIS LEASE AGREEMENT ("**Lease**") is made as of ________, 2026 by and between the Western Placer Waste Management Authority, a California joint powers authority ("**WPWMA**" and also referred to as "**Landlord**") and Recology Auburn Placer, a California corporation ("**Lessee**" and also referred to as "**Tenant**"). WPWMA and Lessee are sometimes referred to collectively as the "**Parties**" or individually as a "**Party**."

2. Recitals.

2.1 Description of Leased Land. WPWMA is the record owner of that certain property generally located at 2900 Fiddyment Road, City of Lincoln, County of Placer, Assessor's Parcel Number 021-281-001-000, legally described in the attached Exhibit "A" incorporated by this reference ("**WPWMA Property**"). As set forth in this Lease, Lessee desires to lease a portion of the WPWMA Property comprised of approximately 6 acres as more particularly depicted in Exhibit "B", ("**Leased Land**"), which Leased Land is currently improved with a single family home of approximately 2,500 square feet, and a shop building of approximately 5,500 square feet.

2.2 Purpose of Lease. The Parties desire to enter into this Lease in exchange for due and adequate consideration, the receipt and sufficiency of which are acknowledged by the Parties and further described and set forth in this Lease. Under the terms of the Lease as set forth herein, commencing on the Phase 1 Commencement Date (defined below), Lessee will have the right to use the Leased Land for storage of empty roll-off debris bins and empty boxes on the Hardened Pad (defined in Section 3.2 below and identified as the Empty Bin/Truck Storage Pad on Exhibit "B") located on the Leased Land, and use the shop building for the storage of spare machine parts. Upon the satisfaction of certain conditions precedent as set forth in this Lease below, Lessee shall additionally be permitted to use from and after the Phase 2 Commencement Date (defined below) the Leased Land as a corporation yard, which uses shall include the storage, maintenance, repair, cleaning, fueling and parking of up to 40 waste collection vehicles, washing and storage of empty roll-off debris bins and empty boxes, and use of the single family home as a dispatch center with staffing of approximately 10 full-time employees, and associated employee parking.

3. Terms.

3.1 Leased Land. WPWMA hereby leases to Lessee the Leased Land on the terms and conditions contained in this Lease. Leased Land shall include the Hardened Pad consisting of approximately 2.9 acres in area for the Phase 1 Uses (defined below) from and after the Phase 1 Commencement Date and the Phase 2 Uses (defined below) from and after the Phase 2 Commencement Date. The Hardened Pad will be initially installed by WPWMA prior to the Phase 1 Commencement Date as defined below. Subsequent ongoing maintenance and repairs due to damage by Lessee's use of the Hardened Pad shall be the sole responsibility of the Lessee.

3.2 Access to Leased Land. Lessee shall have access to the Leased Land twenty-four (24) hours per day and seven (7) days per week. WPWMA shall provide Lessee non-exclusive access to the Leased Land by way of that certain twenty-five (25) foot wide private road ("**Driveway**") located on the WPWMA Property and accessed from Fiddyment Road at the intersection of Fiddyment Road and Athens Avenue, as shown on Exhibit "B". Lessee shall share access on such Driveway with WPWMA and other parties granted access to such Driveway by WPWMA in its sole discretion. In no event shall WPWMA permit any parking, storage or other use of the Driveway that unreasonably interferes with Lessee's ingress and egress to and from the Leased Land. Lessee shall repair any damage it causes to the Driveway and shall maintain the Driveway in the condition existing as of the Effective Date (defined below) including maintenance of normal wear and tear; except that Lessee shall not have the obligation to repair any damage caused by another tenant of the WPWMA Property, or its employees, representatives, agents, contractors or invitees.

3.3 Phase 1 Commencement. Following execution of this Lease by both parties, WPWMA shall seek to enter into a Participating Special Entity ("PSE") Agreement with the Placer Conservation Authority ("PCA") to receive Authorized Take coverage (as defined in the Implementing Agreement for the Western Placer County Habitat Conservation Plan and Natural Community Conservation Plan dated as of March 22, 2021) for the improvement of the Leased Land as described in this Lease under the Western Placer County Habitat Conservation Plan and Natural Community Conservation Plan. At such time that WPWMA has received approval of and entered into a PSE Agreement with PCA, WPWMA shall install an approximately 2.9 acre hardened pad ("**Hardened Pad**") comprised of nine (9) to twelve (12) inches of crushed and compacted concrete or rock surfaced with Class II road base, which has a one (1) to two (2) percent downward slope towards the eastern boundary of the Leased Land to facilitate drainage to the east, is free of standing water, has a smooth surface that is free of potholes or divots, and is in the approximate location shown on Exhibit "B" ("**Pad Work**", also referred to as "**Landlord's Work**"). WPWMA shall obtain all required permits and approvals for the performance of Landlord's Work and shall perform Landlord's Work at WPWMA's sole cost and expense. Upon completion of the Pad Work as described herein, WPWMA shall notify Lessee in writing ("**Phase 1 Completion Notice**") that the Leased Land may be used for the Phase 1 Uses described below. The date that Lessee receives the Phase 1 Completion Notice shall be the **"Phase 1 Commencement Date"**. In the event that WPWMA does not deliver the Phase 1 Completion Notice to Lessee within six (6) months after the Effective Date, either party may terminate this Lease by delivering written notice of termination to the other party hereto on any date thereafter prior to the Phase 1 Completion Notice being received by Lessee and if such notice of termination is timely delivered, then this Lease shall terminate and the parties will have no further rights or obligations hereunder. Termination of this Lease as set forth herein shall be Lessee's sole remedy for failure by WPWMA the Phase 1 Completion Notice within the time set forth herein, and the failure to secure the approvals or complete the work contemplated in this Section 3.3 shall not constitute a default on the terms of this Lease by WPWMA

3.4 Use. Subject to the terms and conditions of this Lease, Lessee may use the Leased Land solely for the purposes set forth below.

3.4.1 Phase 1. Upon the Phase 1 Commencement Date, and until completion of the conditions precedent set forth in Section 3.4.3 below, Lessee may use the Leased Land solely for the purpose of the following uses (collectively, the "**Phase 1 Uses**"): (1) storage of empty roll-off debris bins and empty boxes on the Hardened Pad located on the Lease Land; (2) storage of spare machine parts in the shop building located on the Leased Land; accessing the single family home for the sole purpose of preparing the building for implementation of Phase 2 of this Lease as set forth below; and (3) ingress and egress to and from the Leased Land and parking of vehicles for the purposes of carrying out the tasks described in this Section 3.4.1. During this initial period, referred to herein as "**Phase 1**" of the Lease, Lessee shall only be entitled to use of the area of the Leased Land designated in Exhibit B as the "**Phase 1 Area**," for the purposes set forth in this Section 3.4.1.

3.4.2 Phase 2. "**Phase 2**" of the Lease shall commence upon completion of each and every one of the conditions precedent set forth in Section 3.4.3, below. Upon completion of such conditions precedent, Lessee shall have the right to use the entirety of the Leased Land for all of the following uses ("**Phase 2 Uses**"): (a) the Phase 1 Uses allowed during Phase 1; along with (b) the parking, maintenance, repair, cleaning and fueling of up to forty (40) waste collection vehicles, washing and storage of empty roll-off debris bins and empty boxes, and (c) as a dispatch center with staffing of approximately ten (10) full-time employees, and associated employee parking. If approval from all applicable governmental entities of any of the Phase 2 Uses is not attainable by Lessee, as reasonably determined by Lessee, Lessee shall have the right to seek approval from all applicable governmental entities of the remaining Phase 2 Uses and upon approval thereof, the term "**Phase 2 Uses**" shall include only those Phase 2 Uses approved by all applicable governmental entities. If approval from all applicable governmental entities of the Phase 2 Uses is not obtained within one (1) year after the Phase 1 Commencement Date, then until the date that the Phase 2 Uses are so approved, Lessee shall have the right to terminate this Lease by delivering written notice thereof to WPWMA, and upon such termination, WPWMA and Lessee shall have no further right or obligation pursuant to this Lease, except any rights or obligations that have accrued hereunder prior to the date of termination, or that expressly survive expiration or earlier termination of this Lease.

3.4.3 Conditions Precedent to Phase 2. Phase 2 of this Lease shall commence upon the latest of the following conditions precedent to occur:

(a) The date that the power capacity to the Leased Land is sufficient for the needs of Lessee, including, but not limited to, use of the single family home as a dispatch center for Lessee's operations, or the date of waiver by Lessee of such condition precedent.

(b) The date that Lessee has secured all approvals required to commence the Phase 2 Uses authorized for Phase 2 of this Lease, from all applicable governmental entities.

(c) The date that Lessee receives written notice of approval by WPWMA that all conditions to commencement of Phase 2 of this Lease have been met, which approval shall be delivered by WPWMA to Lessee within fifteen (15) days after WPWMA has reasonably confirmed that such conditions to commencement have been met. The written approval submitted by WPWMA shall confirm the Phase 2 Commencement Date.

3.5 Term. The term of this Lease shall commence on the Phase I Commencement Date set forth above and shall continue for a period of ten (10) years thereafter, unless terminated earlier, or further extended, as provided in this Lease. The term of this Lease may only be extended by mutual agreement of the parties hereto in writing.

3.6 Rent.

3.6.1 Phase 1 Rent. The initial rent during the Phase 1 of the term of this Lease shall be $10,000 per month, subject to increase as provided in Section 3.4.5 below ("**Phase 1 Rent**"). Tenant shall, commencing on the Phase 1 Commencement Date and continuing thereafter on the first day of each and every month until the date ("**Phase 1 Expiration Date**") that immediately precedes the Phase 2 Commencement Date as defined below, pay to Landlord in advance, such minimum monthly rent, without setoff, deduction or demand, except as otherwise expressly provided herein. Rent (as defined in Section 3.6.2 below) payable for any partial calendar month shall be prorated accordingly based on a 30-day month.

3.6.2 Phase 2 Rent. Commencing on the first day of the first full calendar month following the delivery of written approval from WPWMA to Lessee that all conditions to commencement of Phase 2 of this Lease have been met (the "**Phase 2 Commencement Date**"), the rent shall be $20,000 per month, subject to increase as provided in Section 3.4.6 below ("**Phase 2 Rent**,"). The term "**Rent**" shall refer to the Phase 1 Rent and the Phase 2 Rent, whichever is then applicable. Tenant shall, commencing on the Phase 2 Commencement Date and continuing thereafter on the first day of each and every month for the remainder of the term this Lease, pay to Landlord in advance, such minimum monthly rent, without setoff, deduction or demand, except as otherwise expressly provided herein. Rent for any partial calendar month shall be prorated accordingly based on the actual number of days in such month.

3.6.3 Late Charge. Tenant acknowledges that late payment by Tenant to Landlord of rent will cause Landlord to incur costs not contemplated by this Lease. If any installment of rent due from Tenant is not received by Landlord within five (5) days after it becomes due, Tenant shall pay to Landlord an additional sum of 5% of the overdue rent as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of late payment by Tenant. Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to the overdue amount or prevent Landlord from exercising any of the other rights and remedies available to Landlord.

3.6.4 Interest on Unpaid Rent. Rent or other charges under this Lease not paid within five (5) days of the date due shall, in addition to any late charges under Section 3.6.3 above, bear interest at the lesser of the maximum legal rate or 10% per annum from the date due until paid.

3.6.5 Holdover. Tenant shall not hold over after the expiration or earlier termination of the term hereof without the express prior written consent of Landlord. Acceptance of rent is not Landlord's consent to holdover. Without Landlord's express consent Tenant shall become a tenant at sufferance only at a rental rate equal to 150% of the rent in effect upon the date of such expiration. Acceptance by Landlord of rent after such expiration or earlier termination shall not constitute a holdover hereunder or result in a renewal. The foregoing provisions of this

Section 3.4.5 are in addition to and do not affect Landlord's right of re-entry or any rights of Landlord hereunder or as otherwise provided by law. If Tenant fails to surrender the Leased Land upon the expiration of this Lease, Tenant shall indemnify, protect, defend and hold Landlord harmless from all loss or liability, including without limitation, any claim made by any succeeding tenant founded on or resulting from such failure to surrender. Such indemnity shall survive the expiration of this Lease.

3.6.6 Annual Adjustment. Beginning on the first anniversary of the Phase 1 Commencement Date and on each anniversary of the Phase 1 Commencement Date thereafter through the Phase 1 Expiration Date (each such anniversary date, a "**Phase 1 Adjustment Date**"), Phase 1 Rent shall increase annually on each such date to the amount obtained by multiplying the then applicable full amount of Phase 1 Rent by a ratio, the numerator of which ratio is the CPI Index (defined below) most recently published prior to the Phase 1 Adjustment Date (the calendar month in which such CPI Index is published hereinafter referred to as the "Phase 1 Reference Month"), and the denominator of which is the CPI Index published for the calendar month that is twelve (12) months prior to the Phase 1 Reference Month. The term "**CPI Index**" shall mean the Consumer Price Index for All Items in San Francisco-Oakland-Hayward, CA, All Urban Consumers, Not Seasonally Adjusted (1982-84=100), Series ID: CUURS49BSA0, published by the United States Department of Labor, Bureau of Labor Statistics, and if such index shall no longer be published, Landlord and Tenant shall confer in good faith to select a substitute alternative index that most closely approximates it, and shall confirm their agreement on a substitute index in writing. Beginning on the first anniversary of the Phase 2 Commencement Date and on each anniversary of the Phase 2 Commencement Date thereafter through the expiration of the term of this Lease (each such anniversary date, a "**Phase 2 Adjustment Date**"), Phase 2 Rent shall increase annually on each such date to the amount obtained by multiplying the then applicable full amount of Phase 2 Rent by a ratio, the numerator of which ratio is the CPI Index most recently published prior to the Phase 2 Adjustment Date (the calendar month in which such CPI Index is published hereinafter referred to as the "Phase 2 Reference Month"), and the denominator of which is the CPI Index published for the calendar month that is twelve (12) months prior to the Phase 2 Reference Month. If the CPI Index is temporarily unavailable thereby making the determination of the amount of any Rent due pursuant to this Lease temporarily undeterminable, Tenant shall, therefore, continue to pay the then current amount of Rent payable by Tenant until such time as the new Rent is calculated and, at that time, Tenant shall pay within ten (10) days of notice of the new Rent the new amount plus arrearages. In no event shall Rent ever decrease below the prior year's Rent even if the ratio multiplier described above is less than one (1), and in such event, the Rent shall remain the same on the applicable Phase 1 Adjustment Date or Phase 2 Adjustment Date.

3.7 Place of Payment of Rent. Rent and all other sums which shall become due under this Lease, including but not limited to late charges and additional rent, shall be payable by hand delivery or mail at 3013 Fiddyment Road, Roseville, CA 95747, or at such other place as Landlord may designate from time to time in writing. Mailed payments must be received (not postmarked) by Landlord by the date due.

3.8 Condition of, and Improvements to, Leased Land.

3.8.1 Improvements. Other than Landlord's obligation to complete Landlord's Work in accordance with Section 3.3 above, under this Lease, Landlord shall have no obligation or responsibility, actual or implied, to install, construct, accommodate, or make any improvements to the Leased Land prior to, or as a condition of, Tenant's occupation of the Leased Land.

3.8.2 As-Is Condition. Other than Landlord's Work, Tenant warrants and agrees that Tenant has inspected the Leased Land. Other than Landlord's obligation to complete Landlord's Work in accordance with Section 3.3 above, Tenant agrees to take possession of the Leased Land in an AS-IS condition (which exists on the Effective Date). Landlord makes no representations regarding the condition, status, compliance with laws or suitability for a particular purpose for Tenant's use.

3.8.3 Condition Upon Surrender. Upon termination of this Lease, Tenant shall surrender the Leased Land to Landlord in as good condition as when originally received on the Phase 1 Commencement Date, ordinary wear and tear and damage by fire, earthquake, flood or act of God excepted, and including any repairs or improvements made by Tenant. If Tenant fails to maintain the Leased Land in good order and repair, and such failure continues for thirty (30) days after written notice from Landlord, then Landlord may, at its option, make such repairs, and Tenant shall pay the reasonable cost thereof as additional rent hereunder within ten (10) days after receipt of a written statement therefor, except that any such repair that reasonably requires more than thirty (30) days to perform shall not trigger Landlord's cure rights so long as Tenant commences the cure within thirty (30) days of receipt of Landlord's notice and thereafter diligently pursues such cure to completion. In the event of an emergency whereby the giving of thirty (30) days' prior notice may result in additional damage to the Leased Land without immediate cure, then Landlord may make such repairs, at Tenant's expense, without thirty (30) days' prior written notice if Tenant has not reasonably commenced such cure.

3.8.4 Inspection by Certified Access Specialist. Landlord discloses that the Leased Land have not undergone inspection by a Certified Access Specialist as referenced in California Civil Code Section 1938 subsection (e) which provides: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." Pursuant to the foregoing Section 1938(e), Tenant acknowledges and agrees that, if Tenant wishes to have the Leased Land inspected by a CASp: (i) Tenant must notify Landlord on or before the date when Tenant executes this Lease pursuant to the election below; (ii) the inspection will be at Tenant's sole cost and expense; (iii) the inspection must be scheduled through Landlord and in coordination with Landlord's designated representative; (iv) any repairs or modifications necessary to correct any violation of construction-related accessibility standards that is noted in the CASp report shall be Tenant's responsibility; and (v) Tenant must provide a copy of the CASp report to Landlord on completion. By initialing below, Tenant represents that:

Tenant wishes to have a CASp inspection of the Leased Land on or about the Effective Date.

Initials: ______________

Tenant does not wish to have a CASp inspection of the Leased Land on or about the Effective Date.

Initials: ____________

3.9 Trade Fixtures and Equipment. Tenant at its own expense shall provide and maintain all trade fixtures and equipment reasonably required to enable it to conduct its business in the Leased Land in a business-like manner. Tenant shall keep all trade fixtures and equipment clean and in good repair. Landlord may inspect the Leased Land from time to time to ensure good maintenance practices and review the current condition of the Leased Land pursuant to Section 3.14.4 below. Such trade fixtures and equipment shall remain the property of Tenant, and Tenant may remove or if required to do so by Landlord, shall remove the same or any part thereof upon the expiration or earlier termination of this Lease. Prior to lease expiration or earlier termination, Tenant shall repair at its own expense any damage to the Leased Land caused by its removal of said fixtures or equipment. All trade fixtures and equipment installed by Tenant pursuant thereto shall not be subject to, and shall be free of any lien for payment of rent by Tenant or for the performance of any other obligation of Tenant. Tenant shall keep Tenant's fixtures and equipment insured for full replacement value.

3.10 Utilities. To the extent separately assessed, billed or charged, Tenant shall pay, during the term hereof, all electric, water, gas, telephone, and other public utility charges in connection with its occupancy and use of the Leased Land, including all costs of operating and maintaining all equipment therein, and all business taxes and all taxes upon the personal property and fixtures of the Tenant. To the extent not separately assessed, billed or charged, such charges shall be charged to Lessee and paid within thirty (30) days after receipt of written notice from Landlord therefor as additional rent in the same manner as the Rent under this Lease. Landlord shall not be responsible for any interruptions or disturbance of service regardless of whether Tenant is paying directly for such services or if such services are being contracted for by Landlord, nor shall there be any abatement of rent resulting from any cessation or interruption of utility service or other service contemplated by this section, unless caused by Landlord's failure to pay for such services directly contracted for by Landlord. Tenant hereby waives the provisions of California Civil Code Section 1932(1) or any other applicable existing or future law, ordinance or governmental regulation permitting the termination of this Lease due to the interruption of failure of any services to be provided under this Lease.

3.11 Termination. This Lease may be terminated by either Party upon the other Party's breach of any of its obligations under this Lease and failure to cure such breach within thirty (30) days after receipt of written notice from the non-breaching Party or, if such cure cannot be completed within thirty (30) days, the breaching Party's failure to commence such cure within thirty (30) days after its receipt of written notice and failure to diligently prosecute such cure to completion.

3.12 Improvements by Lessee. Except as otherwise provided herein, no improvements shall be constructed and/or maintained on the Leased Land without WPWMA's prior written approval. WPWMA may grant such approval in its sole and complete discretion. WPWMA acknowledges and agrees that Lessee intends to perform improvements at the Leased Land reasonably related to Lessee's use of the Leased Land for the Phase 2 Uses, and WPWMA shall not unreasonably withhold, condition or delay its approval of any such improvements by Lessee. WPWMA shall reasonably cooperate with Lessee's improvements to the Leased Land that have been approved by WPWMA. WPWMA hereby consents to: (a) Lessee's renovation, improvement, upgrade or demolition and removal of either or both of the residential structure and shed structure located on the Leased Land, except that in no event shall Lessee demolish either or both of the residential structure and shed structure without providing Lessor a minimum of thirty (30) days' prior notice of the commencement thereof; and (b) Lessee's upgrade of the electrical utility service serving the Leased Land (the "**Electrical Upgrade**"), which Electrical Upgrade is currently contemplated by the parties hereto to be an upgrade to 1000 amps at 480 volts, 3-Phase, separately metered, and brought to a service location within the Leased Land. If Lessee elects to perform the Electrical Upgrade, Lessee shall pay the total cost of the Electrical Upgrade ("**Electrical Upgrade Cost**"), including, without limitation, all hard and soft construction costs of planning, permitting, procuring required equipment and materials, and performing the Electrical Upgrade. WPWMA shall share in the Electrical Upgrade Cost by granting Lessee a monthly rental credit in the amount of the Electrical Upgrade Credit (defined below) applicable to rent payable for each calendar month during the term of this Lease from and after the Rent Credit Commencement Month (defined below). If for any reason Lessee has not received rent credits totaling the full amount of the Upgrade Cost Cap on or before the final month of the term of this Lease, then WPWMA shall pay to Lessee any such deficiency within thirty (30) days after the expiration or earlier termination of the term of this Lease. The term "**Electrical Upgrade Credit**" is the amount obtained by dividing (x) the Upgrade Cost Cap (defined below), by (y) the number of full calendar months remaining in the term of this Lease from and after the Rent Credit Commencement Month. The term "**Upgrade Cost Cap**" is the amount that is the lesser of: (a) the Electrical Upgrade Cost, and (b) Two Hundred Twenty-Five Thousand and No/100 Dollars ($225,000.00). The term "**Rent Credit Commencement Month**" is the first full calendar month that occurs immediately following the date that the Electrical Upgrade is completed, as evidenced by final sign-off on the job card or other equivalent certification or acknowledgment of the completion of the Electrical Upgrade by the governmental authority that issued the building permit with respect to the Electrical Upgrade. Lessee shall deliver to WPWMA copies of receipts and related documentation evidencing the Electrical Upgrade Cost and the evidence of completion of the Electrical Upgrade reasonably necessary to enable WPWMA to determine the amount of the Electrical Upgrade Credit and the Rent Credit Commencement Month.

3.13 Maintenance. Lessee shall, at its sole cost and expense, keep the Leased Land free of noxious weeds and trash, and in good and proper condition in compliance with all applicable laws and regulations concerning the use of the Leased Land, including but not limited to performing all ongoing maintenance and repairs of the Hardened Pad for proper stormwater control and drainage and maintaining the shop building and single family home. Lessee shall also not cause trash or other debris to be placed on the Leased Land. In addition, Lessee shall make any repairs to the Leased Land caused by or incident to Lessee's use of the Leased Land or implementation of this Lease.

3.14 Compliance with Laws/Hazardous Substances.

3.14.1 For purposes of this Lease, the term "**<u>Hazardous Substances</u>**" means: (a) any substance, products, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 United States Code Section 9601 et seq.; the Resources Conservation and Recovery Act, 42 United States Code Section 6901 et seq.; the Hazardous Materials Transportation Conservation and Recovery Act, 42 United States Code Section 1801 et seq.; the Clean Water Act, 33 United States Code Section 1251 et seq.; the Toxic Substances Control Act, 15 United States Code Section 2601 et seq.; the California Hazardous Waste Control Act, Health and Safety Code Section 25100 et seq.; the Hazardous Substance Account Act, Health and Safety Code Section 25330 et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code Section 25249.5 et seq.; California Health and Safety Code Section 25280 et seq. (Underground Storage of Hazardous Substances); the California Hazardous Waste Management Act, Health and Safety Code Section 25170.1 et seq.; California Health and Safety Code Section 25501 et seq. (Hazardous Materials Release Response Plans and Inventory); or the California Porter-Cologne Water Quality Control Act, Water Code Section 13000 et seq., all as amended (the above cited California state statutes are hereinafter collectively referred to as the "**<u>State Toxic Substances Law</u>**"); or any other federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, now or at any time hereinafter in effect; (b) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes described in subsection (a) of this paragraph or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court; (c) petroleum or crude oil, other than petroleum and petroleum products which are contained within regularly operated motor vehicles; and (d) asbestos.

3.14.2 WPWMA makes no warranty or representation whatsoever concerning the Leased Land, including without limitation, the condition, fitness or utility for any purpose thereof, of any improvements thereto with applicable laws, ordinances or governmental regulations. Lessee's right to use the Leased Land is strictly on an "as is" basis with all faults. WPWMA hereby disclaims all warranties whatsoever, express or implied, regarding the condition of the soil (or water), geology, and any warranty of merchantability or habitability or fitness for a particular purpose.

3.14.3 Except as otherwise specifically permitted under the terms of this Lease and except to the extent such Hazardous Materials are customarily kept or used in connection with the permitted uses described in this Lease and are kept and used in accordance with all applicable laws, including, without limitation, such materials used in connection with the operation, maintenance, repair, cleaning and fueling of waste collection vehicles, Lessee shall not use, create, generate, store, deposit, dispose of or allow any Hazardous Substances on, under, about or within the Leased Land in violation of any federal, state, or local law, rule, regulation, order, decree or other requirement listed in subsection 3.14.1. The storage, use and application of usual and customary agricultural pesticides is excepted from the preceding prohibition of use by Lessee of Hazardous Substances on the Leased Land, so long as Lessee complies with all applicable federal, state and local laws rules and regulations governing the use of such items.

3.14.4 WPWMA or its officers, employees, contractors, or agents shall at all times have the right to go upon and inspect the Leased Land and the operations conducted thereon to assure compliance with the requirements herein stated. This inspection may include taking samples for chemical analysis of substances and materials present and/or testing soils on the Leased Land and taking photographs.

3.14.5 Lessee shall, within forty-eight (48) hours of the discovery by Lessee of the presence of, or believed presence of, a Hazardous Substance as defined herein, give written notice to WPWMA in the event that Lessee knows or has reasonable cause to believe that any unlawful release of Hazardous Substance has come or will come to be located on, under, about or within the Leased Land or WPWMA Property. The failure to disclose in a timely manner the unlawful release of a Hazardous Substance known by Lessee to have occurred during the term of this Lease, including but not limited to, an amount which is required to be reported to a state or local agency pursuant to law (e.g., California's Hazardous Materials Storage and Emergency Response Act, Health and Safety Code Section 25550 et seq.) shall be grounds for termination of this Lease by WPWMA in addition to actual damages and other remedies provided by law. To the extent required by any applicable law, rule or regulation, Lessee shall promptly clean up and completely remove all Hazardous Substances unlawfully released by Lessee or its employees or agents on, under, about or within the Leased Land or WPWMA Property, in a manner that is in all respects safe and in accordance with all applicable laws, rules and regulations. Lessee shall not have any obligation to mitigate, clean up or remove, or otherwise be responsible or liable for, Hazardous Substances that are not brought onto the Leased Land or WPWMA Property by Lessee, or Lessee's employees or agents, and as between Lessee and WPWMA, WPWMA shall retain all responsibility and liability therefor.

3.14.6 In the event Lessee discovers and Hazardous Substances on the Leased Land or WPWMA Property, Lessee shall disclose to WPWMA any specific information regarding Lessee's discovery of such Hazardous Substances. Upon request by WPWMA, Lessee shall provide WPWMA with specific information about Hazardous Substances placed on, under, about or within the Leased Land or WPWMA Property by Lessee or its employees or agents, and provide written documentation of its safe and legal use, storage and disposal.

3.14.7 Breach of any of the covenants, terms, and conditions contained in this Section 3.9 shall give WPWMA the authority to either immediately terminate this License or to require the shutdown of Lessee's operations thereon, at the sole discretion of WPWMA. In either case, Lessee will continue to be liable under this Lease to remove and mitigate all Hazardous Substances placed by Lessee on, under, about or within Leased Land or WPWMA Property. Lessee shall be responsible for, and bear the entire cost of removal and disposal of, all Hazardous Substances introduced to the Leased Land and WPWMA Property by Lessee during Lessee's period of use and possession of the Leased Land or WPWMA Property. Upon termination of this Lease, Lessee shall, in accordance with all applicable laws, remove from the Leased Land or WPWMA Property any equipment or improvements placed on the Leased Land or WPWMA Property by Lessee that is contaminated by Hazardous Substances.

3.14.8 Lessee shall defend, indemnify and hold WPWMA and its officials, officers, employees, contractors and agents free and harmless from any and all claims, liability, injury, damage, costs, or expenses (including, without limitation, the cost of attorney's fees) caused by the presence or use of any Hazardous Substances placed or caused to be placed by Lessee or its agents, contractors or employees on the WPWMA Property or Leased Land. The foregoing indemnity is intended to operate as an agreement pursuant to, among other requirements, Section 107, subdivision (e) of CERCLA, 42 United States Code Section 9607, subdivision (e), and California Health and Safety Code Section 25364, to insure, protect, hold harmless and indemnify each Party from any liability created by the other Party pursuant to such sections.

3.15 Risk of Loss. Except as expressly provided in this Lease, including, without limitation, Section 3.16 below, and except to the extent caused by the negligence or willful misconduct of WPWMA, or any director, official, officer agent or employee of WPWMA, Lessee shall bear the sole and complete risk of loss or damage to its operations and auxiliary equipment while on WPWMA Property or the Leased Land.

3.16 Entry by WPWMA. Lessee shall permit WPWMA to enter upon the Leased Land at any time with a minimum of one (1) business days' prior notice to comply with any obligation, or in the implementation of any right, of WPWMA hereunder, and WPWMA shall be liable to Lessee for any damage to Lessee's personal property, trade fixtures, or improvements in the course thereof, but only to the extent that damage was caused by the negligence or willful misconduct of WPWMA or its personnel, contractors or agents. Pursuant to section 3.10, damage to Lessee's personal property from flooding and/or stormwater retention shall not be deemed to be due to WPWMA's negligence regardless of its cause.

3.17 Revenue & Taxation Code Section 107.6 Possessory Interest Tax. Tenant recognizes and understands that this Lease may create a possessory interest in the Leased Land subject to real property taxes and that, if a possessory interest is created, Tenant shall, in accordance with this Section 3.17, be responsible for payment of real property taxes levied against such possessory interest. Landlord shall have no obligation to pay any real or personal property tax, or possessory interest tax. Under California law, Landlord is not obligated to pay property taxes for its ownership of real property. Tenant may, at is sole cost and expense, reasonably contest the amount of any taxes for which Tenant is responsible under this Lease, and institute such proceedings as Tenant considers necessary; provided, however, that any such contest shall not result in any lien or claim against Landlord or the Leased Land, that Tenant shall all at times protect and indemnify Landlord and the Leased Land from any lien, and that Landlord shall not be required to join in any proceeding or contest brought by Tenant, unless required by law.

3.18 Subordinate Rights.

3.18.1 This Lease is subject and subordinate to the prior and future rights and obligations of WPWMA, its successors and assigns, to use the WPWMA Property in the lawful exercise of its powers and in the performance of its duties. Accordingly, there is reserved and retained unto WPWMA, its successors, assigns, grantees, and permittees, the right to construct and reconstruct facilities and appurtenances in, upon, over, under, across, and along WPWMA Property, and in connection therewith, the right to grant and convey to others, rights and interests to WPWMA Property, all such rights to be exercised in accordance with applicable laws. If any such exercise of the aforementioned rights by WPWMA materially impacts Lessee's use of the Leased Land for the uses described in Section 3.4 above, then Lessee shall have the right to terminate this Lease by delivering written notice of termination to WPWMA.

3.18.2 This Lease is subject to all easements, restrictions, conditions, covenants, encumbrances, liens, claims, and other matters affecting title to the Leased Land that are disclosed in the Official Records of Placer County ("**Title Exceptions**") which affect the Leased Land as of the Effective Date.

3.19 Assignment or Subletting. Lessee shall not assign or sublease this Lease without the prior express written consent of WPWMA, which consent may be withheld in WPWMA's sole discretion, notwithstanding sections 1995.260 and 1995.270 of the California Civil Code, as they may be amended.

3.20 Mechanic's Liens. Lessee shall keep the Leased Land and the WPWMA Property free from any liens arising out of any work performed, material furnished, or obligations incurred by Lessee. Lessee shall not be considered in violation of this provision if it provides a bond in lieu of the lien which is in conformance with applicable law and which is in an amount and form reasonably acceptable to WPWMA.

3.21 Waiver. No delay or omission in the exercise of any right or remedy of a Party on any default by the other Party shall impair such right or be construed as a waiver. The receipt and acceptance by Landlord of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved. No payment by Tenant or receipt by Landlord of a lesser amount than the rent payment herein stipulated shall be deemed to be other than on account of the rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

3.22 Attorneys' Fees. The prevailing party in any action brought by either Party hereto, based on any claim arising under this Lease, shall be entitled to reasonable attorneys' and/or consultants' fees.

3.23 Insurance.

3.23.1 Types: Amounts. Lessee shall obtain, and shall require any subcontractor of Lessee performing work at the Leased Land to obtain, insurance in the amounts no less than described below unless specifically altered or waived by WPWMA ("**Required Insurance**"). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Lease or be no less than two times the specified occurrence limit.

(i) *General Liability Insurance.* Lessee shall maintain occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than Two Million Dollars ($2,000,000) per occurrence, which limit may be satisfied by a combination of primary and umbrella policies.

(ii) *"All Risk" Property Insurance.* Lessee shall maintain a policy of property insurance for perils usual to a standard "all risk" insurance policy on all its improvements or alterations in, on, or about the Leased Land, with limits equal to the value of all such improvements or alterations.

(iii) *Business Auto Liability*. For autos owned, hired, scheduled or non-owned with a minimum combined single limit of Five Million Dollars ($5,000,000) per accident, subject to terms no less broad than the Insurance Services Office (ISO) form CA 0001. MCS-90 Endorsement to be included with the amendments to the endorsement to reflect that the reimbursement provisions be specifically limited to the Named Insured.

(iv) *Workers' Compensation insurance* for Tenant's employees, in an amount and form sufficient to meet all applicable governmental requirements, and Employer's Liability coverage with limits of not less than One Million Dollars ($1,000,000) for bodily injury or death to any one or more persons per accident, One Million Dollars ($1,000,000) bodily injury by disease each employee, and One Million Dollars ($1,000,000) policy limit for bodily injury by disease. Such insurance shall contain a waiver of subrogation clause and/or endorsement in favor of Landlord.

3.23.2 General Provisions. The applicable coverages shall name WPWMA, its elected officials, officers, employees, agents, and volunteers as additional insureds. The Required Insurance shall be primary as to Lessee's defense and indemnification obligations herein with respect to any insurance or self-insurance programs covering WPWMA, its elected officials, officers, employees, agents, and volunteers, or if in excess stand in an unbroken chain of coverage in excess of Lessee's scheduled underlying coverage. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to WPWMA, its elected officials, officers, employees, agents, and volunteers.

3.23.3 Certificates: Insurer Rating: Cancellation Notice. On the Effective Date, Lessee shall furnish to WPWMA properly executed certificates of insurance which evidence all Required Insurance. Lessee shall maintain the Required Insurance at all times while this Lease is in effect, and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except after endeavoring to provide thirty (30) days prior written notice to WPWMA, ten (10)-days' notice for non-payment. Unless approved in writing by WPWMA, Lessee shall place the Required Insurance with insurers authorized to do business in the State of California and with a current A.M. Best rating of at least A-:VII.

3.23.4 Waiver of Subrogation. WPWMA and Lessee release each other and their respective officials, directors, employees, representatives, and agents from any claims for damage or harm to any person or the Leased Land or the WPWMA Property caused by, or which result from, risks insured under any insurance policy carried by the Parties at the time of such damage or harm. WPWMA and Lessee shall cause each insurance policy obtained by them to provide the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage or harm covered by such policy.

3.24 Indemnity. Except to the extent caused by the negligence or willful misconduct of WPWMA, or any director, official, officer agent or employee of WPWMA, Lessee hereby agrees to defend, indemnify and hold WPWMA and its directors, officials, officers, agents and employees free and harmless from and against any and all claims, demands, causes of action, costs, liabilities, expenses, losses, damages or injuries of any kind in law or equity, to persons or property, including wrongful death, in any manner to the extent caused by the negligence or willful misconduct of

Lessee, its agents or employees in performance of this Lease or use of the Leased Land or the WPWMA Property (collectively, the "**Indemnified Claims**"). For the avoidance of doubt, the term "**Indemnified Claims**" does not include any claims, demands, causes of action, costs, liabilities, expenses, losses, damages or injuries of any kind in law or equity to the extent any of the foregoing are caused by the negligence or willful misconduct of WPWMA, or any director, official, officer agent or employee of WPWMA. Lessee shall defend, with counsel selected by WPWMA, at Lessee's sole expense, any and all aforesaid suits, actions or proceedings, legal or equitable as a result of the Indemnified Claims, that may be brought or instituted against WPWMA, its directors, officials, officers, agents or employees. Lessee shall pay and satisfy any judgment, award or decree that may be rendered against WPWMA, its directors, officials, officers, agents or employees as a result of the Indemnified Claims. Lessee shall reimburse WPWMA, its directors, officials, officers, agents or employees for any and all legal expenses and costs incurred by one or all of them in connection with the Indemnified Claims. Lessee's obligation described in this Section 3.24 shall survive termination or expiration of this Lease, and shall not be restricted to insurance proceeds, if any, received by WPWMA or its directors, officials, officers, agents or employees. In no event shall Lessee be obligated to indemnify, defend and/or hold WPWMA harmless for claims to the extent such claims are caused by the negligence or willful misconduct of WPWMA, or any director, official, officer agent or employee of WPWMA.

3.25 Default and Landlord's Remedies.

3.25.1 The occurrence of any of the following shall constitute a default by Lessee:

(a) Tenant shall fail to pay when due any rent or any other monetary sum payable under this Lease, and such failure continues for a period of five (5) days after written notice from Landlord specifying such failure.

(b) Tenant shall fail to observe, keep or perform any of the other terms, covenants, agreements or conditions contained in this Lease if such default continues for a period of thirty (30) days after written notice by Landlord specifying the nature of the default with reasonable particularity, unless the nature of the default is such that more than thirty (30) days is required to cure it and Tenant commences to cure it within such thirty (30)-day period and thereafter diligently pursues it to completion.

(c) Tenant shall become bankrupt or insolvent or make a transfer in fraud of creditors, or make an assignment for the benefit of creditors, or take or have taken against Tenant any proceedings of any kind under any provision of the Federal Bankruptcy Act or under any other insolvency, bankruptcy or reorganization act and, in the event any such proceedings are involuntary, Tenant is not discharged from the same within thirty (30) days thereafter.

(d) A receiver is appointed for a substantial part of the assets of Tenant, and such receivership is not released within thirty (30) days.

(e) The abandonment of the Leased Land by Tenant, or the vacation (hereby defined to be thirty (30) or more consecutive days of continual absence from the Leased Land) of the Leased Land by Tenant.

(f) Tenant's interest in this Lease or any estate of Tenant hereunder shall be levied upon by any attachment or execution and such levy is not released within thirty (30) days.

Notices given under this Section shall specify the alleged default and the applicable Lease provisions, and shall demand that Tenant perform the provisions of this Lease or pay the rent that is in arrears, as the case may be, within the applicable period of time, or quit the Leased Land.

3.25.2 If any default by Tenant shall occur, and following notice of default as required by this Lease (for the period applicable to the default under the applicable provision of this Lease), Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder by giving written notice of such intention to terminate. In addition to terminating this Lease, WPWMA may at its sole discretion pursue all rights and remedies provided by law or equity.

3.25.3 Landlord shall be in default in the performance of any obligation under this Lease if it has failed to perform such obligation within thirty (30) days after receipt of written notice by Lessee to Landlord specifying such failure; provided, however, that if the nature of Landlord's default is such that more than thirty (30) days are required for its cure, then Landlord shall not be deemed to be in default if Landlord meaningfully commences such cure within the thirty (30) day period and thereafter diligently prosecutes such cure to completion. In the event of Landlord's default, in addition to any other remedies available to Lessee by law, Lessee may, but shall not be required to, cure such default, and do all necessary work and make all necessary and reasonable payments on behalf of and at the expense of Landlord. In the event of any such exercise by Tenant of its self-help rights as provided in this subsection, Landlord shall, on demand, pay Lessee all reasonable amounts so paid by Lessee in curing any such condition. If not paid within thirty (30) days after written request therefor, which request shall be accompanied by reasonably detailed evidence of the costs incurred by Lessee in connection with the same, Lessee may withhold such amount due from Landlord from future payments of Rent until fully recovered from Landlord.

3.26 Amendments. The provisions of this Lease may be amended only by mutual written consent of the Parties.

3.27 No Relocation Assistance. Lessee acknowledges that Lessee is not entitled to relocation assistance or any other benefits under the Uniform Relocation Assistance Act or any other applicable provision of law upon termination of this Lease.

3.28 Time. Time is of the essence of this Lease.

3.29 Notices. All notices permitted or required under this Lease shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Lessee:
Recology Auburn Placer
Attn: Legal Department

50 California Street
24^{th} Floor
San Francisco, CA 94111

WPWMA:
Western Placer Waste Management Authority
3013 Fiddyment Road
Roseville, CA 95747
Attn: Will Scheffler, Waste Management Operations Superintendent

Such notice shall be deemed made when personally delivered or forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.30 WPWMA Approvals and Actions. The person serving in the role of General Manager of the Western Placer Waste Management Authority ("**General Manager**") shall have the authority, on behalf of WPWMA (to the extent not provided otherwise in this Lease), to make approvals, issue interpretations, waive provisions, grant extensions of time, approve amendments to this Lease and changes to the attached exhibits prior to their execution The General Manager reserves the right, in his sole and absolute discretion, to submit any requested modification, interpretation, amendment or waiver to the Board of Directors of WPWMA if the General Manager determines or believes that such action could increase the risk, liability or costs to WPWMA, or reduce WPWMA's rights under this Lease.

3.31 Entire Agreement. This Lease constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Lease must be in writing and executed by both parties.

3.32 Invalidity. If any provision of this Lease is invalid or unenforceable with respect to any party, the remainder of this Lease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

3.33 Successors and Assigns. This Lease shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

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

3.35 Execution of Lease. This Lease may be executed in duplicate counterparts, each of which shall be deemed an original. Signatures to this Lease created by the signer by electronic means (including, but not limited to, signature by DocuSign, or PDF copy of an original signature) and/or transmitted by electronic transmission shall be valid and effective to bind the party so signing. Each party agrees to deliver promptly upon request from the other party an execution original to this Lease with its actual signature and initials to the other party, but a failure to do so shall not affect the enforceability of this Lease, it being expressly agreed that each party to this Lease shall be bound by its own electronically created and/or telecopied or electronically transmitted signature and initials and shall accept the electronically created and/or telecopied or electronically transmitted signature and initials of the other party to this Lease.

3.36 Survival. All obligations of Lessee hereunder not fully performed as of the completion or termination of this Lease shall survive such completion or termination, including without limitation all obligations concerning the condition of the Leased Land and the WPWMA Property.

3.37 Authority to Enter Agreement. Both Parties represent to the other that they have the requisite power and authority to conduct their business and to execute, deliver, and perform the requirements of, this Lease. Each Party warrants that the individuals who have signed this Lease have the legal power, right, and authority to enter into this Lease and bind each respective party.

3.38 Discrimination. Lessee covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the requirement that there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the leasing, use, occupancy, tenure, or enjoyment of the Leased Land, nor shall Lessee, or any person claiming under or through Lessee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of the Leased Land.

The effective date of this Lease Agreement is the date of execution by the last party to sign (the "**Effective Date**").

WPWMA: Western Placer Waste Management Authority,	**LESSEE:** Recology Auburn Placer,
a California joint powers authority	a California corporation
By:____________________________ Scott Scholz General Manager	By:____________________________
	Date:____________________________
Date:____________________________	

Approved as to form:

By: ________________________________
Ethan Walsh
General Counsel

65448.00100\44745321.3

EXHIBIT A

Legal Description of the WPWMA Property

EXHIBIT B

Map of the Leased Land

NOTES:

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

N
W E
S

DRAWN BY: RS
CHECKED BY:
DATE: 3/24/2026
SCALE:

0 50 100 200

SCALE: 1" = 100'

WPWMA
EST. 1978

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

CORP YARD LEASE AGREEMENTS
YARD LOCATION/BOUNDARIES

SHEET
EXH A

PARTICIPATING SPECIAL ENTITY AGREEMENT

Between

THE PLACER CONSERVATION AUTHORITY

and the

WESTERN PLACER WASTE MANAGEMENT AUTHORITY

1.0 PARTIES

This Agreement is made and entered into by the Placer Conservation Authority ("**Authority**") and the Western Placer Waste Management Authority (the "**Participating Special Entity**" or "**PSE**") as of the Effective Date.

2.0 RECITALS

The Parties have entered into this Agreement in consideration of the following facts:

2.1 The Placer County Conservation Program ("**PCCP**") includes the Western Placer County Habitat Conservation Plan and Natural Community Conservation Plan ("**HCP/NCCP**"), which is a habitat conservation plan under the Federal Endangered Species Act and a natural community conservation plan under the California Natural Community Conservation Planning Act ("**NCCPA**"). The PCCP also includes the County Aquatic Resources Program ("**CARP**"), which supports issuance of permits related to the Federal Clean Water Act ("**CWA**"). The PCCP is intended to provide a regional comprehensive program to protect, enhance and restore natural resources while streamlining permitting for public and private projects in Western Placer County and the City of Lincoln and for projects carried out by the Placer County Water Agency ("**PCWA**") and the South Placer Regional Transportation Authority ("**SPRTA**"). The primary policy priority of the PCCP is to provide comprehensive species, wetlands, and ecosystem conservation and contribute to recovery of endangered and threatened species within west Placer County while balancing open space, habitat, agriculture, and urban development. To that end, the PCCP establishes consistent, predictable environmental review and mitigation requirements for state and federal wetland and endangered species permitting and related California Environmental Quality Act ("**CEQA**") compliance, shortens permitting processes, and enables the implementation of a long-term conservation strategy.

2.2 The Authority is a joint powers authority formed by its members, the County of Placer ("**County**") and the City of Lincoln ("**Lincoln**"), to implement the PCCP.

2.3 The PSE is a regional agency established in 1978 through a joint exercise of powers agreement between the County, Lincoln, and the cities of Rocklin, and Roseville to own and operate a regional recycling facility and sanitary landfill.

2.4 The HCP/NCCP covers approximately 260,000 acres in the County and Lincoln in which impacts from certain development and other activities are evaluated, and in which conservation will occur.

2.5 The area covered by the HCP/NCCP has been determined to provide, or potentially provide, habitat for fourteen (14) species that are listed as endangered or threatened, that could in the future be listed as endangered or threatened, or that have some other special status under federal or state laws.

2.6 The CARP provides for the conservation of wetlands, streams, and the waters and the watersheds that support them while streamlining the CWA Section 404 and Regional Water Quality Control Board Section 401 permit process for HCP/NCCP covered activities.

2.7 The Authority has received authorization under the federal Endangered Species Act ("**FESA**") from the United States Fish and Wildlife Service ("**USFWS**") (incidental take permit TE 88628D-0) and from the National Marine Fisheries Service ("**NMFS**") (incidental take permit 25641) (the "**Federal Permits**"), and has received authorization under the NCCPA from the California Department of Fish and Wildlife ("**CDFW**") (incidental take permit 2835-2020-001-02) (the **"State Permit"**), for the Take of the fourteen (14) special-status species and certain other species, as take is defined respectively under federal and state law, while carrying out certain development and other activities.

2.8 The Authority may enter into agreements with participating special entities that allow certain activities of theirs to be covered by the Federal Permits and the State Permit, subject to the conditions in the Implementing Agreement ("**IA**"), the HCP/NCCP and the Federal and State Permits. Projects that are covered by the Federal and State Permits under the HCP/NCCP can also be covered under the CARP.

2.9 PSE proposes to construct the Western Placer Waste Management Authority (WPWMA) Facility Expansion Project Phase 1 – Corporation Yard (the "**Project**") as described in this Agreement. the application attached hereto as **Exhibit 1**, (the "**Application**") which is hereby incorporated by reference into this Agreement. PSE seeks coverage for the Project under the HCP/NCCP and the CARP.

2.10 The PSE's solid waste management facility programs and related projects are eligible for coverage under the PCCP; section 2.6.5.4 of the HCP/NCCP specifically provides for the coverage of these programs and projects under participating special entity agreements with the Authority. The Authority has concluded, based on the terms of this Agreement and the Application, that PSE has provided adequate assurances that it will comply with all applicable terms and conditions of the IA, the HCP/NCCP, and the Federal and State Permits.

3.0 DEFINITIONS

The following terms as used in this Agreement will have the meanings set forth below. Terms specifically defined in the FESA, the California Endangered Species Act ("**CESA**") or the NCCPA, or the regulations adopted by USFWS, NMFS, and CDFW under those statutes, shall have the same meaning when used in this Agreement. Definitions used in this Agreement may elaborate on, but are not intended to conflict with, such statutory or regulatory definitions.

3.1 **"Agreement"** means this Agreement, which incorporates the IA, the HCP/NCCP, the Federal and State Permits, and the Application by reference.

3.2 **"Application"** means the application submitted by the PSE in accordance with Chapter 8.9.4.1 of the HCP/NCCP, and which is attached hereto as Exhibit 1. The Application contains a cover sheet, the results of required planning surveys and the avoidance, minimization and mitigation measures that will be a condition of the PSE receiving coverage under the Federal and State Permits.

3.3 **"Authorized Take"** means the extent of incidental Take of Covered Species authorized by the USFWS and NMFS in the Federal Permits issued to the Authority pursuant to Section 10(a)(1)(B) of FESA, and the extent of Take of Covered Species authorized by CDFW in the State Permit issued to the Authority pursuant to California Fish and Game Code section 2835.

3.4 **"CDFW"** means the California Department of Fish and Wildlife, a department of the California Resources Agency.

3.5 **"CESA"** means the California Endangered Species Act (Fish & G. Code, § 2050 et seq.) and all rules, regulations and guidelines promulgated pursuant to that Act.

3.6 **"Changed Circumstances"** means changes in circumstances affecting a Covered Species or the geographic area covered by the HCP/NCCP that can reasonably be anticipated by the Parties and that can reasonably be planned for in the HCP/NCCP. Changed Circumstances and planned responses to Changed Circumstances are more particularly defined in Section 10.3 of the IA and Chapter 10.2.1 of the HCP/NCCP. Changed Circumstances do not include Unforeseen Circumstances.

3.7 **"Covered Activities"** means the otherwise lawful activities and projects described in Chapter 2 of the HCP/NCCP that the Permittees or covered project proponents may implement in the HCP/NCCP plan area for which incidental Take is authorized pursuant to the Federal and State Permits.

3.8 **“Covered Species”** means the species, listed and non-listed, whose conservation and management are provided for by the HCP/NCCP and for which limited Take is authorized pursuant to the Federal and State Permits.

3.9 **“Effective Date”** means the date when this Agreement is fully executed.

3.10 **“Federal Listed Species”** means the Covered Species which are listed as threatened or endangered species under FESA as of the Effective Date, and the Covered Species which are listed as threatened or endangered pursuant to FESA during the term of the HCP/NCCP as of the date of such listing.

3.11 **“Federal Permits”** means the federal incidental Take permits issued by USFWS and NMFS pursuant to Section 10(a)(1)(B) of FESA (permit number TE 88628D-0 and permit number 25641), as they may be amended from time to time.

3.12 **“FESA”** means the Federal Endangered Species Act of 1973, as amended (16 U.S.C § 1531 et seq.) and all rules, regulations and guidelines promulgated pursuant to that Act.

3.13 **“HCP/NCCP”** or **“Plan”** means the Western Placer County Habitat Conservation Plan and Natural Community Conservation Plan.

3.14 **“Implementing Agreement”** or **“IA”** means the “Implementing Agreement for the Western Placer County Habitat Conservation Plan and Natural Community Conservation Plan,” dated March 22, 2021.

3.15 **“Jurisdictional Wetlands and Waters”** means State and federally regulated wetlands and other water bodies that cannot be filled or altered without permits from either the U.S. Army Corps of Engineers under section 404 of the Clean Water Act, or from the Regional Water Quality Control Boards under either section 401 of the Clean Water Act or the Porter-Cologne Water Quality Act.

3.16 **“Listed Species”** means a species (including a subspecies, or a distinct population segment of a vertebrate species) that is listed as endangered or threatened under FESA or CESA.

3.17 **“NCCPA”** means the Natural Community Conservation Planning Act (Fish & G. Code, § 2800 et seq.) and all rules, regulations and guidelines promulgated pursuant to that Act.

3.18 **“NMFS”** means the National Marine Fisheries Service, an agency of the United States Department of Commerce.

3.19 **“Non-listed Species”** means a species (including a subspecies, or a distinct population segment of a vertebrate species) that is not listed as endangered or threatened under FESA or CESA.

3.20 **“Party”** or **“Parties”** means any or all of the signatories to this Agreement.

3.21 **“Permits”** means the Federal Permits and the State Permit.

3.22 **"Plan Area"** means the geographic area analyzed in the HCP/NCCP, located in the western portion of Placer County, as depicted in Figure 1-2 of the HCP/NCCP. The Plan Area is further described in detail in Chapter 1.2.1 of the HCP/NCCP.

3.23 **"Project"** means the WPWMA Facility Expansion Phase 1 – Corporation Yard Project, as described in Application.

3.24 **"Reserve System"** means the land acquired and dedicated in perpetuity through either a fee interest or conservation easement intended to meet the preservation, conservation, enhancement and restoration objectives of the HCP/NCCP.

3.25 **"State Permit"** means Take permit number 2835-2020-001-02issued to the Authority and other local agencies pursuant to Section 2835 of the California Fish and Game Code, as it may be amended from time to time.

3.26 **"Take"** has the same meaning provided by FESA and its implementing regulations with regard to activities subject to FESA, and also has the same meaning provided in the California Fish and Game Code with regard to activities subject to CESA and NCCPA.

3.27 **"Unforeseen Circumstances"** under the Federal Permit means changes in circumstances affecting a Covered Species or geographic area covered by the HCP/NCCP that could not reasonably have been anticipated by the Plan developers and USFWS at the time of the Plan's negotiation and development, and that result in a substantial and adverse change in the status of a Covered Species. "Unforeseen Circumstances" under the State Permit means changes affecting one or more species, habitat, natural community, or the geographic area covered by the Plan that could not reasonably have been anticipated at the time of Plan development, and that result in a substantial adverse change in the status of one or more Covered Species.

3.28 **"USFWS"** means the United States Fish and Wildlife Service, an agency of the United States Department of Interior.

3.29 **"Wildlife Agencies"** means USFWS, NFMS, and CDFW.

4.0 PURPOSES

This Agreement defines the Parties' roles and responsibilities and provides a common understanding of actions that will be undertaken to avoid, minimize and mitigate the effects on the Covered Species caused by the Project, and to provide for the conservation of the Covered Species within the Plan Area. The purposes of this Agreement are to ensure implementation of each of the terms and conditions of this Agreement, and the relevant terms of the IA, the HCP/NCCP, and the Permits, and to describe remedies and recourse should either Party fail to perform its obligations as set forth in this Agreement.

5.0 AVOIDANCE, MINIMIZATION AND MITIGATION OF IMPACTS

5.1 General Framework

As required by FESA and NCCPA, the HCP/NCCP includes measures to avoid and minimize take of Covered Species and to conserve natural communities and Covered Species at the landscape-, habitat- and species-level. Chapter 6 of the HCP/NCCP provides further instructions to determine which avoidance and minimization measures are applicable to particular Covered Activities. PSE shall implement all applicable avoidance and minimization measures as required by the HCP/NCCP, including but not limited to those identified in Chapter 6, as described in the Application and this Agreement.

5.2 Surveys and Avoidance Measures

Site assessments and surveys are required prior to carrying out any Covered Activity for which a fee is collected or land in lieu of a fee is provided. PSE has submitted the required site assessments and surveys for approval by the Authority in accordance with Chapter 6.2.4 of the HCP/NCCP. The Application, which includes the results of the site assessments and surveys, describes in detail the construction monitoring, avoidance measures and mitigation measures that apply to the Project and will be performed by PSE. Based on the Application, the Authority has determined that PSE will implement and comply with all applicable conditions on covered activities described in Chapter 6.3 of the HCP/NCCP.

5.3 Delineation of Jurisdictional Wetlands and Waters

Aquatic features, including Jurisdictional Wetlands or Waters, are present on the site of the Project, and PSE has provided to the Authority a wetland delineation for on-site HCP/NCCP aquatic features in accordance with Chapter 6.3.2.1 of the HCP/NCCP. PSE shall pay the applicable Special Habitat Fee based on the delineation, as specified in the Application.

5.4 Fees and Contribution to Conservation

5.4.1 Fees

As set forth in the Application, PSE agrees to pay the Authority a one-time payment, which will include the HCP/NCCP mitigation fees necessary for the Project as stated in the Application and based on the fee schedule that is current at the time of payment, and reimbursement for a portion of the costs to develop the PCCP. The estimated payment for Phase 1 (corporation yard) is $160,180.80, based on the current fee schedule. The payment amount will be the sum of the following:

Land Conversion Fees: Plan Area A – Valley 1c fee per acre (approximately 5.2 acres total).

Special Habitat Fees: Any applicable Special Habitat Fees 4a-4g (no special habitat impacts are proposed).

Temporary Effect Fee: 2% of applicable land conversion and/or special habitat fees (no temporary impacts are proposed).

5.4.2 Timing of Payments; Adjustment of Fee Amounts

The payments required by Section 5.4.1 and Section 5.4.2 of this Agreement must be paid in full to the Authority before any ground-disturbance associated with the Project occurs. Notwithstanding the above, the Parties acknowledge that the Authority adjusts its fee schedule annually on July 1st of each year, and from periodic assessments and adjustments of fees, in accordance with the fee adjustment provisions of Chapter 9.4.1.7 of the HCP/NCCP. The PSE will pay fees based on the fee schedule that is current at the time of payment and when work will commence for the Project. Based on these adjustments, if PSE pays before a fee adjustment, but construction does not commence until after the fee adjustment, PSE will either be required to submit an additional payment for any increases or be entitled to a refund without interest for any decreases.

6.0 TAKE AUTHORIZATION

6.1 Extension of Take Authorization to PSE

As provided in Chapter 8.9 of the HCP/NCCP, after receipt of the Wildlife Agencies' written concurrence that the Project complies with the conditions in Chapter 8.9.4.1 of the HCP/NCCP, execution of this Agreement, payment of the required fee amounts, and compliance with the California Environmental Quality Act (Public Resources Code section 21000, et seq.) ("CEQA"), the Authority will issue a Certificate of Inclusion to PSE that extends Take authorization under the Permits to PSE. PSE is ultimately responsible for compliance with all applicable terms and conditions of this Agreement, the IA, the HCP/NCCP and the Permits.

6.1.1 Compliance with the California Environmental Quality Act

The Authority's issuance of a Certificate of Inclusion to the PSE is a public agency action that must comply with CEQA. The PSE prepared a Final Environmental Impact Report (EIR) and filed a Notice of Determination for the Project, the [*Western Placer Waste Management Authority – Renewable Placer Waste Action Plan (SCH#2019039087)*], dated December 8, 2022. The Authority is a CEQA responsible agency for purposes of the Project and, as such, will rely on the EIR and Notice of Determination filed by the PSE for purposes of fulfilling its responsibilities under CEQA.

6.2 Duration of Take Authorization

Once the Take authorization has been extended, it shall remain in effect for a period of three (3) years, unless and until the Permits are revoked by the Wildlife Agencies, in which case the Take authorization may also be suspended or terminated.

6.3 Section 7 Consultations with USFWS and NMFS

Nothing in this Agreement is intended to alter the obligation of a federal agency to consult with USFWS pursuant to Section 7 of FESA (16 U.S.C. §1536(a)). The PSE acknowledges that, if the Project are authorized, funded, or carried out by a federal agency, the federal agency, and the Project must also comply with Section 7. As provided in Section 10.5 of the IA, USFWS and NMFS have made a commitment that, unless otherwise required by law or regulation, they will not require any measures under Section 7 that are inconsistent with or exceed the requirements of the HCP/NCCP and the Permits for activities covered by the HCP/NCCP and the Permits.

7.0 RIGHTS AND OBLIGATIONS OF PSE

7.1 Rights

Upon the Authority's issuance of a Certificate of Inclusions to PSE, PSE may Take the Covered Species while carrying out the Project, as further authorized by and subject to the conditions of this Agreement, the IA, the HCP/NCCP, and the Permits. The authority issued to PSE applies to all of its elected officials, officers, directors, employees, agents, subsidiaries, contractors, and subcontractors, and their officers, directors, employees and agents to the extent that they participate in the implementation of the Project. PSE shall fully inform all such persons and entities of the terms and conditions of the Permits, and PSE shall be responsible for supervising their compliance with those terms and conditions. All contracts between PSE and such persons and entities shall require their compliance with the Permits.

7.2 General Obligations

The PSE will fully and faithfully perform all obligations assigned to it under this Agreement, the IA, the HCP/NCCP, the Permits, including but not limited to the obligations assigned in the following chapters of the HCP/NCCP: Chapter 6.0 (Program Participation and Conditions on Covered Activities), Chapter 8.9.4 (Take Authorization for Participating Special Entities), and Chapter 9.0 (Costs and Funding). PSE shall implement all measures and adhere to all standards included in the Application, and PSE shall reserve funding sufficient to fulfill its obligations under this Agreement, the IA, the HCP/NCCP and the Permits throughout the term of this Agreement. PSE will include a requirement to comply with this Agreement in all contracts with its contractors. PSE will provide the Authority with copies of all monitoring and reporting data referenced in the project description included in the Application. PSE will promptly notify the Authority of any material change in its financial ability to fulfill its obligations under this Agreement.

7.3 Obligations In The Event of Suspension or Revocation

In the event the Wildlife Agencies suspend or revoke any of the Permits pursuant to Sections 14 of the IA, PSE will remain obligated to fulfill its mitigation, enforcement, management, and monitoring obligations, and its other HCP/NCCP obligations, in accordance with this Agreement and applicable statutory and regulatory requirements for all impacts resulting from implementation of the Project prior to the suspension or revocation.

7.4 Obligation to Compensate Authority for Administrative Costs

PSE shall compensate the Authority for its direct costs associated with this Agreement, including but not limited to, staff, consultant and legal costs incurred as a result of the review of the Application, drafting and negotiating this Agreement, monitoring and enforcement of this Agreement, and meetings and communications with PSE (collectively, Authority's "Administrative Costs"). Authority's Administrative Costs shall not exceed **$15,000** in the aggregate. Authority shall provide PSE with invoices detailing its

Administrative Costs monthly or quarterly, at Authority's discretion. PSE shall remit payment of each invoice within thirty (30) days of receiving it.

This provision is not intended to, and shall not be construed to, limit PSE's duty to indemnify the Authority as provided in Section 7.5 of this Agreement.

7.5 Indemnification

PSE agrees to defend, indemnify, and hold harmless the Authority and its board members, officers, contractors, consultants, attorneys, employees and agents from any and all claim(s), action(s), or proceeding(s) (collectively referred to as "Proceedings") brought against Authority or its board members, officers, contractors, consultants, attorneys, employees, or agents arising out of or resulting from any of the following.

- Decisions or actions of the Authority related to the Project, this PSE Agreement, or compliance with the California Environmental Quality Act of 1970, as amended ("CEQA") with regard to the Project; and
- The negligence, recklessness, or intentional misconduct of any representative, employee, or agent of PSE.

Notwithstanding the above, (i) PSE shall have no duty to defend, indemnify, or hold harmless the Authority to the extent damages are sought in a tort claim arising out of or resulting from the individual negligence, recklessness, or intentional misconduct of any representative, employee, or agent of the Authority and (ii) the indemnification obligations set forth above shall in no way limit the rights and remedies of PSE with respect to any breach of the terms and conditions of this PSE Agreement by the Authority.

PSE's duty to indemnify the Authority includes, but is not limited to, damages, fees and/or costs awarded against or incurred by Authority, if any, and costs of suit, claim or litigation, including without limitation attorneys' fees and other costs, liabilities and expenses incurred in connection with any Proceedings.

7.5.1 Enforcement of Indemnification Provision

PSE agrees to indemnify Authority for all of Authority's costs, fees, and damages incurred in enforcing the indemnification provisions of this Agreement.

7.5.2 Compliance Costs

PSE agrees to defend, indemnify and hold harmless Authority, its officers, contractors, consultants, attorneys, employees and agents from and for all costs and fees incurred in additional investigation or study of, or for supplementing, redrafting, revising, or amending, any document (such as this Agreement or any document required for purposes of compliance with CEQA) if made necessary by any Proceedings.

7.5.3 Obligations in the Event of Litigation

In the event that PSE is required to defend Authority in connection with any Proceedings, Authority shall have and retain the right to approve, which approval shall not be withheld unreasonably:

- the counsel to so defend Authority;

- all significant decisions concerning the manner in which the defense is conducted; and
- any and all settlements.

Authority shall also have and retain the right to decline to participate in the defense, except that Authority agrees to reasonably cooperate with PSE in the defense of the Proceedings. If Authority participates in the defense, all Authority fees and costs shall be paid by PSE.

PSE's defense and indemnification of Authority set forth herein shall remain in full force and effect throughout all stages of litigation including any and all appeals of any lower court judgments rendered in the Proceedings.

8.0 REMEDIES AND ENFORCEMENT

If PSE fails to comply with the terms of this Agreement, the IA, the HCP/NCCP, or the Permits, the Authority may withdraw the Certificate of Inclusion and terminate any Take authorization extended to PSE. The Authority shall also have all of the remedies available in equity (including specific performance and injunctive relief) and at law to enforce the terms of this Agreement, the IA, the HCP/NCCP and the Permits, and to seek redress and compensation for any breach or violation thereof. The Parties acknowledge that the Covered Species are unique and that their loss as species would be irreparable and that therefore injunctive and temporary relief may be appropriate in certain instances involving a breach of this Agreement.

9.0 FORCE MAJEURE

In the event that a Party is wholly or partially prevented from performing obligations under this Agreement because of unforeseeable causes beyond the reasonable control of and without the fault or negligence of Party ("Force Majeure"), including, but not limited to, acts of God, labor disputes, sudden actions of the elements not identified as Changed Circumstances, or actions of non-participating federal or state agencies or local jurisdictions, the Party shall be excused from whatever performance is affected by such unforeseeable cause to the extent so affected, and such failure to perform shall not be considered a material violation or breach, provided that nothing in this section shall be deemed to authorize either Party to violate FESA, CESA or NCCPA, and provided further that:

- The suspension of performance is of no greater scope and no longer duration than is required by the Force Majeure;
- Within seven (7) days after the occurrence of the Force Majeure, the Party invoking this section shall give the other Party written notice describing the particulars of the occurrence;
- The Party shall use best efforts to remedy its inability to perform (however, this paragraph shall not require the settlement of any strike, walk-out, lock-out or other labor dispute on terms which in the sole judgment of the Party is contrary to its interest); and

- When the Party is able to resume performance of their obligations, it shall give the other Party written notice to that effect.

10.0 MISCELLANEOUS PROVISIONS

10.1 Calendar Days

Throughout this Agreement and the HCP/NCCP, the use of the term "day" or "days" means calendar days, unless otherwise specified.

10.2 Notices

Any notice permitted or required by this Agreement shall be in writing, and delivered personally, by overnight mail, or by United States mail, certified and postage prepaid, return receipt requested. Notices may be delivered by facsimile or electronic mail, provided they are also delivered by one of the means listed above. Delivery shall be to the name and address of the individual responsible for each of the Parties, as follows:

Gregg McKenzie, Executive Director
Placer Conservation Authority
c/o Placer County Community Development Resource Agency
3091 County Center Drive
Auburn, CA 95603
Email: gamckenz@placer.ca.gov
Phone: 530-745-3074

Scott Scholz, General Manager
Western Placer Waste Management Authority
3013 Fiddyment Road
Roseville, CA 95747
Email: sscholz@wpwma.ca.gov
Phone: 916-543-3960

Notices shall be transmitted so that they are received within the specified deadlines. Notices delivered personally shall be deemed received on the date they are delivered. Notices delivered via overnight delivery shall be deemed received on the next business day after deposit with the overnight mail delivery service. Notice delivered via certified mail, return receipt requested, shall be deemed received as of the date on the return receipt or five (5) days after deposit in the United States mail, whichever is sooner. Notices delivered by facsimile or other electronic means shall be deemed received on the date they are received.

10.3 Entire Agreement

This Agreement, together with the IA, the HCP/NCCP and the Permits, constitutes the entire agreement among the Parties. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representation, inducement, promise of agreement, oral or otherwise, has been made by any other Party or anyone acting on behalf of any other Party that is not embodied herein.

10.4 Amendment

This Agreement may only be amended with the written consent of both Parties.

10.5 Attorneys' Fees

If any action at law or equity, including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be able to recover its attorneys' fees and costs.

10.6 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of California, as applicable.

10.7 Duplicate Originals

This Agreement may be executed in any number of duplicate originals. A complete original of this Agreement shall be maintained in the official records of each of the Parties hereto.

10.8 Relationship to the FESA, CESA, NCCPA and Other Authorities

The terms of this Agreement are consistent with and shall be governed by and construed in accordance with FESA, CESA, NCCPA and other applicable state and federal law.

10.9 No Third Party Beneficiaries

Without limiting the applicability of rights granted to the public pursuant to FESA, CESA, NCCPA or other applicable law, this Agreement shall not create any right or interest in the public, or any member thereof, as a third party beneficiary thereof, nor shall it authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damages under the provisions of this Agreement. The duties, obligations, and responsibilities of the Parties to this Agreement with respect to third party beneficiaries shall remain as imposed under existing state and federal law.

10.10 References to Regulations

Any reference in this Agreement, the IA, the HCP/NCCP, or the Permits to any regulation or rule of the Wildlife Agencies shall be deemed to be a reference to such regulation or rule in existence at the time an action is taken.

10.11 Applicable Laws

All activities undertaken pursuant to this Agreement, the IA, the HCP/NCCP, or the Permits must be in compliance with all applicable local, state and federal laws and regulations.

10.12 Severability

In the event one or more of the provisions contained in this Agreement is held invalid, illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed severed from this Agreement and the remaining parts of this Agreement shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this Agreement.

10.13 Due Authorization

Each Party represents and warrants that (1) the execution and delivery of this Agreement has been duly authorized and approved by all requisite action, (2) no other authorization or approval, whether of governmental bodies or otherwise, will be necessary in order to enable it to enter into and comply with the terms of this Agreement, and (3) the person executing this Agreement on behalf of each Party has the authority to bind that Party.

10.14 No Assignment

The Parties shall not assign their rights or obligations under this Agreement, the Permits, or the HCP/NCCP to any other individual or entity.

10.15 Headings

Headings are using in this Agreement for convenience only and do not affect or define the Agreement's terms and conditions.

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Agreement to be in effect as of the date last signed below.

PLACER CONSERVATION AUTHORITY

By:____________________________________ DATE:__________________

Gregg McKenzie, Executive Director

WESTERN PLACER WASTE MANAGEMENT AUTHORITY

By:____________________________________ DATE:__________________

Scott Scholz, General Manager

MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY

TO: **WPWMA BOARD OF DIRECTORS** DATE: **AUGUST 13, 2026**

FROM: **SCOTT SCHOLZ / ERIC ODDO** EO

SUBJECT: **ITEM 9C: MSW RECOVERY RATE & OPERATING AGREEMENT**

RECOMMENDED ACTION:

1. Provide direction to staff related to FCC's failure to meet the Guaranteed Minimum Recycling Level (GMRL) for Municipal Solid Waste (MSW) for FY 2025/26 as required by the MRF Operating Agreement (Agreement).
2. Determine that the recommended action is not a project pursuant to California Environmental Quality Act Guidelines Section 15378.

BACKGROUND:

The Agreement obligates FCC to achieve a minimum annual recovery rate from the MSW stream of 22% by weight[1]. This performance metric is referred to as the MSW GMRL. In accordance with the Agreement, FCC is entitled to an incentive payment of $20 per ton for each ton recovered in excess of the quantity necessary to meet the GMRL. If FCC fails to meet the GMRL, the Agreement stipulates assessing a disincentive adjustment equal to 1% of the annual MSW processing fees for each percentage point (or portion thereof) the recovery rate is below the GMRL.

FCC's FY 2025/26 MSW recovery rate of 17.35% triggered the disincentive provisions of the Agreement and resulted in a disincentive adjustment of $770,120. Additionally, FCC's failure to achieve 85% of the GMRL (i.e., 18.7%) constitutes default under Section 8.1.(G) of the Agreement.

Review and analysis of the MSW recovery and disposal data (attached) suggest that: 1) the MRF equipment and infrastructure appears adequately designed to achieve the required MSW diversion rate, 2) FCC has demonstrated over at least the last four months of FY 2025/26 that it can operate the MRF to recover the quantities required to meet a GMRL of 60%, 3) a significant portion of the material recovered from the MSW stream is intended to be processed via the new covered aerated static pile (CASP) composting system, and 4) CASP operating capacity appears insufficient to accommodate the quantity of material received from the MRF resulting in disposal of approximately 69% of the recovered material[2].

Staff are requesting direction from your Board regarding: 1) collection and possible uses of the disincentive adjustment funds, and 2) immediate actions, if any, to address the event of default noted above.

ENVIRONMENTAL CLEARANCE:

The recommended action is not considered a "project" under CEQA guidelines Section 15378.

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[1] Upon achieving substantial completion of the MRF improvements, the MSW GMRL will increase to 60%.

[2] Limited to the time period of March through June where CASP was fully operational.

FISCAL IMPACT:

There are no direct fiscal impacts to the WPWMA associated with the recommended action.

STRATEGIC PLAN/GOALS:

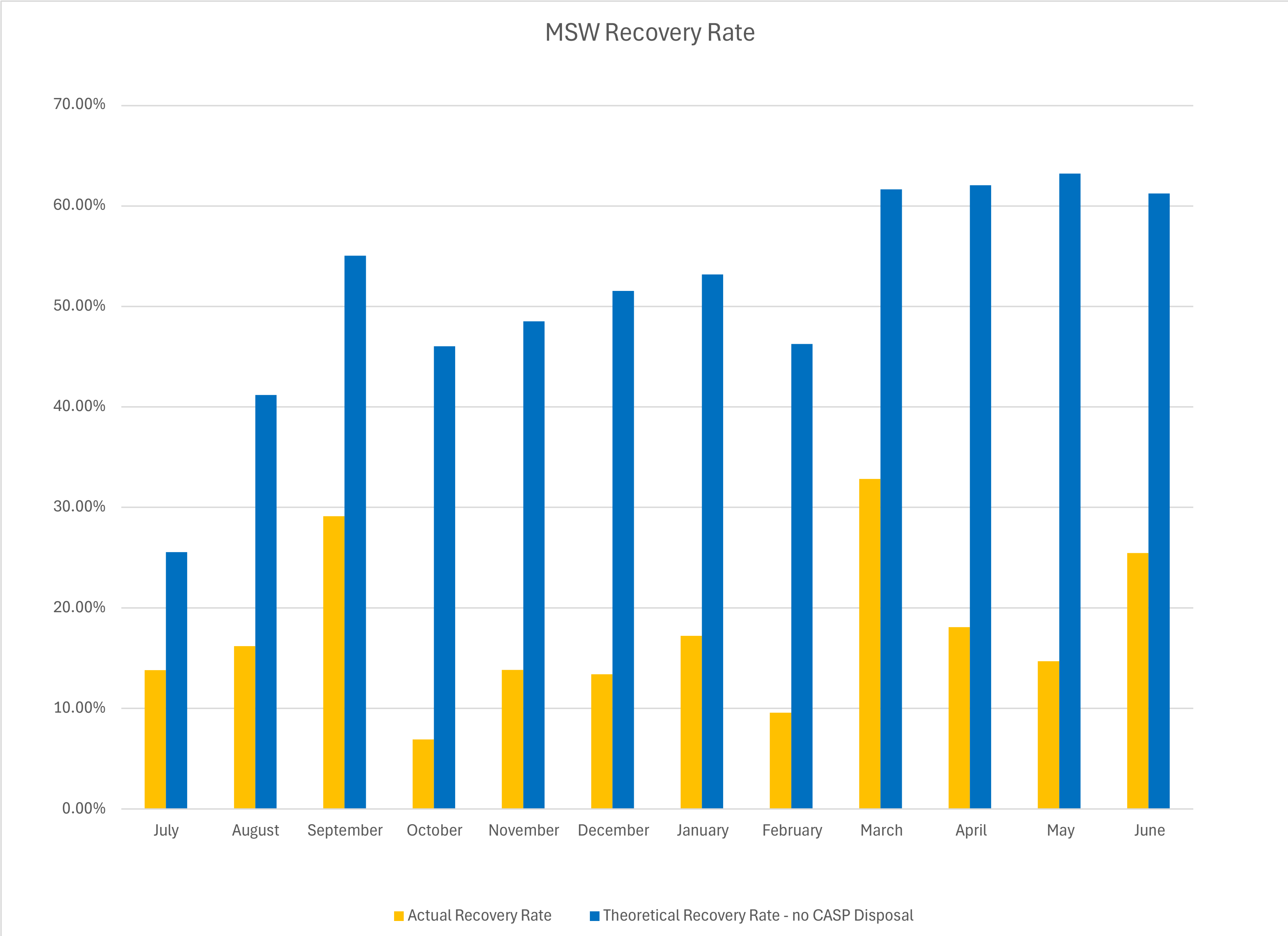
Goal 5 – Maintain fiscally responsible systems.

ATTACHMENT: FY 2025/26 MSW DIVERSION RATE SUMMARY AND ANALYSIS

MSW

	MSW MRF	X-MSW-MRF	ROAD TRASH	MSW LF	X-MSW-LF	RESIDUE	RESIDUE 2	RES-ORG	RES-ORG-2
July	18,865.75	102.41	2.80	3,975.59	848.20	9,218.24	3,669.88	2,796.65	0.00
August	16,821.10	601.37	2.96	4,360.52	310.27	1,523.65	6,801.46	5,520.62	0.00
September	20,972.93	601.53	2.99	434.18	15.75	541.82	8,907.62	5,709.61	0.00
October	19,992.18	479.71	3.57	3,189.30	76.85	635.15	8,911.69	9,286.59	0.00
November	19,555.82	148.42	3.94	1,488.95	381.34	395.70	8,841.97	7,486.09	0.00
December	24,801.95	28.08	3.47	33.46	463.92	314.34	11,460.62	9,666.96	0.00
January	23,391.75	66.28	3.40	476.23	509.83	235.32	10,221.02	8,792.50	0.00
February	16,960.24	0.00	3.35	3,106.36	395.19	47.10	6,672.72	7,512.65	772.32
March	22,007.41	0.00	2.94	71.97	129.77	57.35	6,916.42	7,239.40	501.12
April	22,009.56	0.00	2.95	599.27	23.19	97.33	7,407.90	9,953.57	459.61
May	21,337.84	0.00	2.88	65.46	36.06	364.48	6,345.53	10,406.10	1,074.15
June	20,909.88	0.00	3.02	1,058.61	434.24	295.99	5,020.86	8,019.87	1,871.70
Total	247,626.41	2,027.80	38.27	18,859.90	3,624.61	13,726.47	91,177.69	92,390.61	4,678.90

Total MSW rec'd	272,176.99
Total MSW disp	224,458.18
Recovery	17.53%
Processing Fee	$69.01
Incentive Payment	$20.00
Disincentive	**$770,238.13**


MSW Recovery Rate
70.00%
60.00%
50.00%
40.00%
30.00%
20.00%
10.00%
0.00%
July
August
September
October
November
December
January
February
March
April
May
June
Actual Recovery Rate
Theoretical Recovery Rate - no CASP Disposal