



MEETING OF THE BOARD OF DIRECTORS

AGENDA

October 11, 2018 6:00 PM

**Materials Recovery Facility Administration Building
3033 Fiddymment Road, Roseville, CA 95747**

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 at the Clerk of the Board, 3033 Fiddymment Road, Roseville, CA 95747, during normal business hours and at the meeting location immediately before and during the meeting. 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 are hearing impaired, we have listening devices available. If you require additional disability-related modifications or accommodations, including auxiliary aids or services, please contact the Clerk of the Board at (916) 543-3960. 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 five 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 Yuill)
3. Roll Call
4. Statement of Meeting Procedures (Clerk of the Board)
5. Agenda Approval
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. Closed Session

Anticipated Litigation:

- a. Initiation of litigation pursuant to subdivision (d)(4) of Government Code §54956.9: two potential cases.
- b. Conference with Real Property Negotiator. Government Code Section §54956.8

Property: Portion of APNs 021-281-001-000, 021-281-002-000, 017-063-003-000.

WPWMA Negotiator(s): Bill Zimmerman, Eric Oddo, and Robert Sandman

Negotiating Parties: Western Placer Waste Management Authority; IHI Power Services Corporation and North American Power Group, Ltd

Under Negotiation: Price, terms of payment or both.

8. Announcements & Information

- a. Reports from Directors ----
- b. Report from the Executive Director (Ken Grehm) ----
- c. Financial Reports (Valerie Bayne) Pg. 3

- d. Monthly Tonnage Reports (Keith Schmidt) -----
- 9. Consent Agenda
 - a. Minutes of the Board Meeting held September 13, 2018 Pg. 5
Approve as submitted.
 - b. Legal Services Agreement with Churchwell White (Eric Oddo) Pg. 9
Authorize the Chair to sign an agreement with Churchwell White, LLP for legal services for an amount not to exceed \$100,000.
 - c. Establishing Criteria for, and Entering Into, Non-Exclusive Site Access Agreements for Possible Public-Private Partnerships (Eric Oddo) Pg. 11
 - 1. Approve the attached criteria related to potential future public-private partnerships between the WPWMA and third-party entities interested in siting compatible operations on the WPWMA's property; and
 - 2. Authorize the Executive Director or designee, upon review and approval by WPWMA Counsel, to enter into individual, short-term, non-exclusive site use agreements, consistent with the approved criteria, with prospective private entities allowing initial site investigations when evaluating the feasibility of siting an operation on the WPWMA's property.
 - d. First Amendment to the Agreement with HydroScience Engineers for Compost Pond Improvement Design Services (Keith Schmidt) Pg. 31
Authorize the Chair to sign the First Amendment to the Agreement with HydroScience Engineers, Inc. (HSE) for design of compost pond improvements for an amount not to exceed \$21,046, increasing the total not-to-exceed amount of the Agreement to \$94,495.
- 10. Action Items
 - a. Fiscal Year 2018/19 Final Budgets (Eric Oddo) Pg. 37
Approve the Fiscal Year 2018/19 Final Budgets for the Operating Fund, the Closure Fund and the Self-Insurance Fund as presented in Exhibits A and B.
 - b. Fourth Amendment to the Agreement with Cornerstone for Landfill Gas Operation and Maintenance Services (Keith Schmidt) Pg. 53
Authorize the Chair to sign the Fourth Amendment to the Agreement with Cornerstone Environmental Group, LLC for operation and maintenance of the landfill gas collection system for an amount not to exceed \$185,000, increasing the total not-to-exceed cost of the Agreement to \$1,549,032.
- 11. Upcoming Agenda Items
Identification of any items the Board would like staff to address at a future meeting.
- 12. Adjournment

WESTERN PLACER WASTE MGMT INCOME STATEMENT

Year-to-Date Variance, June 2018 - current month

	<i>12 Months Ended June 30, 2018</i>	<i>12 Months Ended June 30, 2018 Budget</i>	<i>Variance Fav/<Unf></i>	<i>% Var</i>
INCOME				
LANDFILL/MRF OPS 51130	25,817,318.22	24,754,550.00	1,062,768.22	4.3 %
CLOSURE/POST CLOSURE 59513	293,569.96	281,090.00	12,479.96	4.4 %
SOLID WASTE-ROAD IMPV	28,279.51	26,706.00	1,573.51	5.9 %
MISCELLANEOUS OTHER REV	455,625.88	489,436.00	(33,810.12)	-6.9 %
CASH OVERAGE	489.19	0.00	489.19	
TOTAL INCOME	26,595,282.76	25,551,782.00	1,043,500.76	4.1 %
NET INCOME	26,595,282.76	25,551,782.00	1,043,500.76	4.1 %
GROSS PROFIT	26,595,282.76	25,551,782.00	1,043,500.76	4.1 %
EXPENSES				
A-87 COSTS	29,584.00	123,991.00	94,407.00	76.1 %
UNIFORMS	1,755.65	2,000.00	244.35	12.2 %
COMMUNICATIONS	22,660.24	28,075.00	5,414.76	19.3 %
INSURANCE	65,900.30	68,888.00	2,987.70	4.3 %
GEN LIABILITY INS	43,281.05	43,072.00	(209.05)	-0.5 %
PARTS	0.00	2,500.00	2,500.00	100.0 %
MAINTENANCE-EQUIP	96.28	2,500.00	2,403.72	96.1 %
MAINTENANCE-BLDGS & IMP	2,476.87	5,000.00	2,523.13	50.5 %
DUES, SUBSC, MEMB	771.00	1,500.00	729.00	48.6 %
DEPT CASH SHORTAGE	896.12	300.00	(596.12)	-198.7 %
PC ACQUISITION	0.00	5,000.00	5,000.00	100.0 %
PRINTING	18,640.01	16,000.00	(2,640.01)	-16.5 %
OFF SUPPLIES & EXP	9,654.55	11,500.00	1,845.45	16.0 %
POSTAGE	8,934.48	7,500.00	(1,434.48)	-19.1 %
MRF OPERATIONS	13,919,607.54	14,826,473.00	906,865.46	6.1 %
LANDFILL OPERATIONS	2,062,336.45	2,424,944.00	362,607.55	15.0 %
ADMINISTRATION	299,587.34	350,977.00	51,389.66	14.6 %
COMMISSIONERS FEES	2,300.00	3,600.00	1,300.00	36.1 %
PROF SVCS-PURCHD 51130	2,298,768.65	3,707,803.00	1,409,034.35	38.0 %
PROF/SPEC SVCS-COUNTY	122,585.48	117,000.00	(5,585.48)	-4.8 %
PUBL & LEGAL NOTICES	3,276.64	12,000.00	8,723.36	72.7 %
COUNTYWIDE SYSTEMS	49,440.00	0.00	(49,440.00)	
RENTS & LEASES-EQUIP	1,119.00	500.00	(619.00)	-123.8 %
RENTS/LEASES PC	0.00	3,600.00	3,600.00	100.0 %

	<i>12 Months Ended June 30, 2018</i>	<i>12 Months Ended June 30, 2018 Budget</i>	<i>Variance Fav/<Unf></i>	<i>% Var</i>
SPECIAL DEPARTMENT EXP	605,539.96	602,000.00	(3,539.96)	-0.6 %
TRAINING	2,151.00	2,000.00	(151.00)	-7.5 %
TRAVEL & TRANSPORTATION	0.00	2,000.00	2,000.00	100.0 %
MILEAGE	2,074.38	2,000.00	(74.38)	-3.7 %
COUNTY VEHICLE MILEAGE	22,381.30	15,000.00	(7,381.30)	-49.2 %
MEALS/FOOD PURCHASES	889.14	900.00	10.86	1.2 %
UTILITIES	134,049.90	100,000.00	(34,049.90)	-34.0 %
WTR & SEWAGE-SPEC DIS	0.00	3,000.00	3,000.00	100.0 %
ENVIRONMENTAL ENGINEERING	3,141,232.69	2,978,363.00	(162,869.69)	-5.5 %
TOTAL EXPENSES	22,871,990.02	25,469,986.00	2,597,995.98	10.2 %
INCOME FROM OPERATIONS	3,723,292.74	81,796.00	3,641,496.74	4451.9 %
OTHER INCOME/(EXPENSES)				
BUILDINGS & IMPROVEMENTS	0.00	(50,000.00)	50,000.00	100.0 %
INTEREST REVENUE 51130	360,360.28	235,246.00	125,114.28	53.2 %
RENTS	99,074.95	92,502.00	6,572.95	7.1 %
INVESTMENT INCOME	(234,092.00)	0.00	(234,092.00)	
STATE AID	73,932.00	70,860.00	3,072.00	4.3 %
INT INCOME- NOTE RECEIVABLE	112,575.08	112,575.00	0.08	0.0 %
CONSTRUCTION PROJECTS	(2,256,863.80)	(2,387,114.00)	130,250.20	5.5 %
TOTAL OTHER INCOME/(EXPENSES)	(1,845,013.49)	(1,925,931.00)	80,917.51	4.2 %
NET INCOME BEFORE TAXES	1,878,279.25	(1,844,135.00)	3,722,414.25	201.9 %
NET INCOME	1,878,279.25	(1,844,135.00)	3,722,414.25	201.9 %

WESTERN PLACER WASTE MANAGEMENT AUTHORITY

Minutes of September 13, 2018

The meeting of the Western Placer Waste Management Authority Board of Directors was called to order at 6:01 PM by Chairman Weygandt in the WPWMA Administration Building at the Materials Recovery Facility.

Directors Present:

Robert Weygandt
Susan Rohan
Scott Yuill
Dan Karleskint

Staff Present:

Ken Grehm Heather Wilden
Bill Zimmerman
Eric Oddo
Keith Schmidt
Robert Sandman

1. Call Meeting to Order: Chairman Weygandt called the meeting to order at 6:01 PM.
2. Pledge of Allegiance: Chairman Weygandt led the Pledge of Allegiance.
3. Roll Call: Director Duran was absent.
4. Statement of Meeting Procedures: Heather Wilden read the Statement of Meeting Procedures into the record.
5. Agenda Approval: Staff recommended postponing consideration of item 9b to the next scheduled meeting.

MOTION TO APPROVE THE AGENDA AS AMENDED:

Yuill/Rohan

Vote: Unanimous

6. Public Comment: No one from the public addressed the Board.
7. Closed Session:
Anticipated Litigation:
 - a. Initiation of litigation pursuant to subdivision (d)(4) of Government Code 54956.9: two potential cases.

WPWMA Counsel reported out of closed session noting that the Board heard two cases pursuant to 7a and provided direction on one of the items and that no action was taken on the second item.
8. Action Items:
 - a. Reports from Directors: None.
 - b. Reports from the Executive Director: Ken Grehm informed the Board that he had approved additional services work by Nortech totaling \$3,150 to assist with the WPWMA's ongoing waste composition study.
 - c. Financial Reports: None.
 - d. Monthly Tonnage Reports: Keith Schmidt summarized the report. There were no questions from the Board.
 - e. Quarterly MRF Operator's Report: Brian Jones of Nortech Waste summarized the report. There were no questions from the Board.

- f. Quarterly Landfill Operator's Report: Paul Szura with Nortech Waste summarized the report. There were no questions from the Board.
 - g. Creditable Recovery Achieved & Incentive Payments Earned by Nortech Waste in FY 2017/18: Keith Schmidt summarized the report and answered questions from the Board.
 - h. FY 2017/18 Recyclable Revenue Sharing: Keith Schmidt summarized the report and answered questions from the Board.
 - i. Community Meeting to Discuss Odors: Keith Schmidt summarized the report. There were no questions from the Board.
9. Consent Agenda
- a. Minutes of the Board Meeting September 13, 2018:
Staff recommended approving the minutes as submitted.

**MOTION TO APPROVE THE CONSENT AGENDA:
Yuill/Karleskint**

Vote: Unanimous

10. Action Items:

- a. Facility Master Planning – MODA Criteria:
Staff recommended approving the recommended Multi-Objective Decision Analysis criteria for use in conducting the non-monetary comparison of the facility master planning site development concepts.
Eric Oddo provided a summary of the report and answered questions from the Board.

**MOTION TO APPROVE ITEM 10a:
Yuill/Karleskint**

Vote: Unanimous

- b. Establishing Criteria for, and Entering Into, Non-Exclusive Site Access Agreements for Possible Public-Private Partnerships:

Staff recommended that the Board:

1. Approve the attached criteria related to potential future public-private partnerships between the WPWMA and third-party entities interested in siting compatible operations on the WPWMA's property; and
2. Authorize the Executive Director or designee, upon review and approval by WPWMA Counsel, to enter into individual, short-term, non-exclusive site use agreements, consistent with the approved criteria, with prospective private entities allowing initial site investigations when evaluating the feasibility of siting an operation on the WPWMA's property.

Eric Oddo summarized the report and answered questions from the Board. The Board provided comments on both the criteria and site access agreement template and directed staff to make the necessary changes and return with the amended documents for consideration at a future meeting.

DIRECTION TO STAFF:

Karleskint/Yuill

Vote: Unanimous

c. Operating Agreement Deal Point Negotiations:

Authorize staff to enter into negotiations with Nortech Waste, LLC to develop deal points related to MRF modifications and an extension of the MRF and landfill operating agreements.

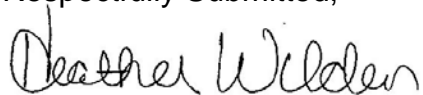
MOTION TO APPROVE ITEM 10c:

Yuill/Karleskint

Vote: Unanimous

11. Upcoming Agenda Items: None.
12. Adjournment: Meeting was adjourned at 7:24PM.

Respectfully Submitted,



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

PAGE INTENTIONALLY LEFT BLANK

**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **OCTOBER 11, 2018**
FROM: **BILL ZIMMERMAN / ERIC ODDO** 
SUBJECT: **LEGAL SERVICES AGREEMENT WITH CHURCHWELL WHITE**

RECOMMENDED ACTION:

Authorize the Chair to sign an agreement with Churchwell White, LLP (Churchwell) for legal services for an amount not to exceed \$100,000.

BACKGROUND:

In addition to services provided by WPWMA Counsel, the WPWMA requires additional assistance on an as-needed basis with various legal matters. Churchwell is an outside legal firm specializing in regulatory, environmental, water quality, energy, land use, political law, and legislative advocacy and the laws and regulations associated with these matters.

ENVIRONMENTAL CLEARANCE:

Approving an agreement for general legal services is not considered a project under the California Environmental Quality Act.


FISCAL IMPACT:

The total, not-to-exceed cost of the proposed Agreement is \$100,000. Sufficient funding is included in the FY 2018/19 Self-Insurance Budget to cover this cost.

ON FILE WITH CLERK: LEGAL SERVICES CONTRACT

PAGE INTENTIONALLY LEFT BLANK

**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **OCTOBER 11, 2018**
FROM: **BILL ZIMMERMAN / ERIC ODDO** 
SUBJECT: **ESTABLISHING CRITERIA FOR, AND ENTERING INTO, NON-EXCLUSIVE SITE ACCESS AGREEMENTS FOR POSSIBLE PUBLIC-PRIVATE PARTNERSHIPS**

RECOMMENDED ACTION:

1. Approve the attached criteria related to potential future public-private partnerships between the WPWMA and third-party entities interested in siting compatible operations on the WPWMA's property; and
2. Authorize the Executive Director or designee, upon review and approval by WPWMA Counsel, to enter into individual, short-term, non-exclusive site use agreements, consistent with the approved criteria, with prospective private entities allowing initial site investigations when evaluating the feasibility of siting an operation on the WPWMA's property.

BACKGROUND:

As part of the WPWMA's ongoing facility master planning effort, your Board has expressed an interest in engaging in potential public-private partnerships utilizing materials received at the WPWMA's facility to create and market products including material goods, fuel, or energy. Such partnerships could result in use of portions of the WPWMA's property for siting emerging technology pilot studies as well as commercial-scale compatible manufacturing and industry.

Since your Board approved initial facility master planning concepts in July 2015, the WPWMA has received several unsolicited proposals from parties interested in siting technologies at the facility. Several entities have requested to enter into an option agreement with the WPWMA allowing them to conduct initial site investigations and economic analysis while providing a level of certainty that the WPWMA would be willing to enter into a partnership agreement.

Considering the evolving regulatory landscape, unreliable recyclables markets, and range of technological maturity of proposed project technologies, staff believe it is prudent for the WPWMA to formalize a process for: 1) determining the types of projects considered based on their alignment with the WPWMA's current and planned operations, and 2) allowing third-party short-term access to the WPWMA's site for the purposes of conducting initial investigations without limiting the WPWMA's options for utilizing its property and material resources. Longer-term site access agreements will be presented separately to your Board for consideration.

Staff has prepared a list of minimum criteria (Attachment A) and a short-term, non-exclusive site access agreement template (Attachment B) for your Board's consideration and reflects comments provided by your Board at the September 13, 2018 meeting. Staff will utilize the criteria approved by your Board to

evaluate proposed third-party operations. Should the proposals meet these criteria; staff will negotiate and execute a short-term, non-exclusive site access agreement with the entity consistent with the agreement template approved by your Board. Staff will provide updates to your Board of any such proposals and whether a short-term site access agreement was executed. Staff will return to your Board for consideration of longer-term site access agreements, and/or lease and site use agreements for projects deemed viable by the WPWMA and an interested party.

ENVIRONMENTAL CLEARANCE:

Establishing criteria and a site access agreement template for potential future public private partnerships on the WPWMA's properties is not considered a "project" under the CEQA guidelines.

Depending on the specific project proposed by a private third party, environmental review consistent with CEQA guidelines may be necessary. Although a programmatic level of environmental review is planned for these types of uses as part of the facility master planning process, any project level environmental review and associated mitigation measures shall be the responsibility of the proposing private third party.

FISCAL IMPACT:

There is no direct cost impact to the WPWMA associated with the recommended action.

ATTACHMENT: ATTACHMENT A – PUBLIC-PRIVATE PARTNERSHIP MINIMUM CRITERIA
 ATTACHMENT B – SHORT-TERM, NON-EXCLUSIVE SITE USE AGREEMENT TEMPLATE

**PUBLIC-PRIVATE PARTNERSHIP
MINIMUM CRITERIA**

For the purposes of determining if a project or concept proposed to the WPWMA by a private, third-party that would utilize a portion of the WPWMA's properties is worthy of further consideration, the proposed project or concept must meet the following criteria:

1. Result in a net benefit to the WPWMA, its Member Agencies, and customers. Such benefits could include a reduction in the utilization of landfill airspace; improvement of recyclable commodity market conditions; production and distribution of alternative fuels or energy; an increase in the WPWMA's revenue stream or decrease in cost structure; and/or enhanced recognition of the WPWMA's facility and its Member Agencies regionally, nationally, and/or globally.
2. Involve the development and operation of technology capable of reducing the amount of materials requiring landfill disposal, improve the marketability of an existing recovered product, or create a fuel or other energy source.
3. Utilize waste materials and/or products currently accepted, processed, disposed or recovered for recycling at the WPWMA's facility.
4. Siting of the proposed operation is consistent with the land use zoning designations of the WPWMA's properties as they currently exist or as they may be amended in the future by the applicable governing municipality.
5. Would involve the leasing of land by the WPWMA and would not necessitate the sale or other transfer of ownership of any of the real estate holdings of the WPWMA.
6. Result in no net increase of air emissions or objectionable odors.
7. The private third-party acknowledges it will be responsible for obtaining all necessary permits, entitlements and necessary approvals from the applicable regulatory and governmental agencies.

NONEXCLUSIVE SITE ACCESS AGREEMENT

This NONEXCLUSIVE SITE ACCESS AGREEMENT (“Agreement”) is made as of this ___ day of _____, 2018, by and between the Interested Firm (“FIRM”) and the Western Placer Waste Management Authority, a joint powers authority organized under California law (“WPWMA”). FIRM and the WPWMA are sometimes hereinafter referred to individually as “Party” and collectively as the “Parties.”

WHEREAS, WPWMA is the owner of the following properties:

<u>Address</u>	<u>APN</u>	<u>Approximate Acreage</u>
3033 Fiddymment Road, Roseville CA 95747	017-063-001-000	21.83
3195 Athens Avenue, Lincoln CA 95648	017-063-002-000	292.15
2955 Athens Avenue, Lincoln CA 95648*	017-063-003-000	155.36
4015 E. Catlett Road, Lincoln CA 95648	021-281-002-000	73.21
2250 Fiddymment Road, Lincoln CA 95648*	021-281-001-000	79.79
2450 Fiddymment Road, Lincoln CA 95648*	017-062-001-000	70.11
2700 Fiddymment Road, Lincoln CA 95648*	017-062-002-000	76.00
3250 Fiddymment Road, Lincoln CA 95648*	017-062-003-000	159.92

* Parcel does not have an official address; stated address is approximate only.

The above described properties are hereinafter referred to as the “WPWMA Property”; depictions of which are presented in Exhibit A.

WHEREAS, FIRM desires site access for a period of time to perform site inspections, conduct testing and site tours, evaluate and perform studies, develop site alternatives and layouts and otherwise conduct a due diligence review to determine the feasibility for the potential development by FIRM of ___(project description)___ (hereinafter the “Project”) on a portion of the WPWMA Property consistent with the ___(date)___ proposal by FIRM to the WPWMA and which is attached as Exhibit B (the “Proposal”).

WHEREAS, subject to limitation and reservation set forth herein, the WPWMA is willing to grant site access to FIRM pursuant to this Agreement for the Term specified for the purposes stated above and in recognition of the potential public benefits that may in the future be derived from FIRM.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, WPWMA and FIRM hereby enter into this Agreement on the following terms and conditions.

1. **BASIS OF AGREEMENT.** FIRM hereby agrees to conduct a due diligence review at its sole cost to determine the feasibility for the Project. Such due

diligence shall include site inspections and tours and those particular Tasks described in the Proposal.

2. TERM. Pursuant to the provisions of this Agreement, FIRM shall have site access to the Potential Development Areas for a period of ninety (90) days (the "Term") commencing on the date this Agreement is executed by all Parties, unless otherwise terminated pursuant to Paragraph 13 below
3. SITE ACCESS FEE. FIRM agrees to remit Five Thousand Dollars and No Cents (\$5,000.00) to WPWMA for the right to access the Potential Development Areas within five (5) business days for the execution of this Agreement by all Parties. The site access fee is intended to provide reasonable compensation to WPWMA associated with the administration of this Agreement and shall be non-refundable regardless of FIRM's findings regarding the suitability of any or all of the Potential Development Areas by FIRM.
4. POTENTIAL DEVELOPMENT AREAS. The portions of the WPWMA Property that WPWMA has determined may be available for subsequent lease to and use by FIRM for the development by FIRM of the Project is identified in Exhibit C and is referred to as the "Potential Development Areas". The Parties acknowledge that FIRM intends to investigate an area generally between ___ and ___ acres for use within the Potential Development Areas as indicated in the Proposal.
5. INFORMATION. FIRM agrees to provide to WPWMA copies of all raw data, professional reports, and technical reports collected by FIRM and/or FIRM's consultants and subcontractors regarding soil and/or site conditions at the property identified in the Proposal (the "Property Data"). Such Property Data shall be provided to WPWMA at least fifteen (15) days prior to the end of the Term, with any subsequently identified Property Data provided to WPWMA within fifteen (15) after the end of the Term. Nothing herein shall be construed to require delivery to WPWMA of FIRM's trade secrets regarding process(es) that may be used at the Proposal property.
6. HAZARDOUS MATERIALS. FIRM shall not, without the prior written consent of WPWMA, keep on the WPWMA Property any substance, material, and/or waste that is or becomes regulated or classified as hazardous or toxic under any federal, State or local laws or regulations.
7. AMENDMENTS TO AGREEMENT. All amendments to this agreement must be in writing with written approval by WPWMA and FIRM.
8. USE AND LIMITATIONS. During the Term of this Agreement, FIRM, and its employees, agents, consultants, contractors, subcontractors, invitees (hereinafter collectively referred to as "Representatives") shall have the non-exclusive right, upon reasonable advance written notice to WPWMA and at

FIRM's sole expense, to: (i) access and investigate the Potential Development Areas to determine to FIRM's satisfaction, the suitability and feasibility of the Potential Development Areas and, (ii) conduct tours and site visits associated with FIRM's fundraising and/or project development activities. Unless otherwise reviewed and approved by the WPWMA in advance, FIRM shall not perform any drilling, boring or other excavating activities. FIRM shall not disturb or enter areas other than those identified as the Potential Development Areas. Unless otherwise authorized in writing by the WPWMA, FIRM shall be prohibited from making any regulatory inquiries to any Federal, State and/or local regulatory agencies regarding all or a portion of the WPWMA Property.

Nothing herein is intended to convey permission to FIRM to apply for use approvals or permits with the WPWMA, or any other regulatory or land use body, or to otherwise take actions on the WPWMA'S behalf. No media events shall be held or press releases conducted on the WPWMA Property without the advance written permission of WPWMA.

8. DAMAGE AND DISTURBANCE. FIRM shall: (i) take all reasonable precautions to avoid disturbance or damage to the WPWMA Property beyond that which is not reasonably avoidable given the nature of its investigations, and (ii) repair any damage to the WPWMA Property that may result from such investigations. FIRM agrees that reasonable care and precautions shall be taken to avoid contact with or damage to existing facilities on the WPWMA Property.
9. INSURANCE. FIRM for itself shall procure and require its Representatives to obtain insurance in accordance with Exhibit D of this Agreement.
10. RESERVATION. WPWMA reserves the right to maintain, monitor, and control access to all areas of the Potential Development Areas. The WPWMA reserves to itself all contact, whether written or verbal, with any and all Federal, State and local regulatory agencies having jurisdiction over the WPWMA Property. WPWMA further reserves all rights to access, lease, license, permit or otherwise use the WPWMA Property in WPWMA's sole and absolute discretion.
11. RIGHTS NOT GRANTED. The Parties understand that this Agreement does not provide FIRM any right to represent the WPWMA or the right to apply to the WPWMA for any entitlements or environmental review. This Agreement does not grant FIRM any real property interest in the WPWMA Property, or portion(s) thereof. FIRM agrees and acknowledges that this Agreement is subject to and subordinate to the following separate agreements previously entered into by WPWMA:
 - a. "Second Restated and Amended Operating Agreement between the Western Placer Waste Management Authority and Nortech Waste,

LLC for the Operation of the Western Placer Materials Recovery Facility” as amended and originally dated July 1, 2010.

- b. “Restated and Amended Operating Agreement between the Western Placer Waste Management Authority and Nortech Landfill, Inc. for the Operation of the Western Regional Sanitary Landfill” as amended and originally dated July 1, 2010.
 - c. “Landfill Gas Cogeneration Lease Agreement between the Western Placer Was Management Authority and Energy 2001, Inc.” as amended and originally dated April 9, 1997.
 - d. The Lease Agreement between the Western Placer Waste Management Authority and City of Lincoln dated August 14, 2003.
 - e. The Site Use Agreement for Rolloff Box Storage at the Western Regional Sanitary Landfill between the Western Placer Waste Management Authority and Recology Auburn Placer dated January 1, 2002.
 - f. The Lease Agreement between the Western Placer Waste Management Authority and the Associated Modelers of Sacramento, as amended and originally dated June 11, 2009.
 - g. The Lease Agreement between the Western Placer Waste Management Authority and Dobbas Ranch dated June 9, 2014.
12. TERMINATION. The parties shall have the right to immediately terminate this Agreement upon written notice to the other Party as follows:
- a. If FIRM provides notice to the WPWMA that it is no longer interested in the Potential Development Areas.
 - b. If either Party has failed to perform pursuant to the requirements set forth in the Agreement, if such failure to perform continues for thirty (30) calendar days following a Party’s written notice specifying such failure, each Party shall have the right to provide the other Party a notice of termination.
 - c. WPWMA shall have the right to terminate this Agreement on thirty (30) days written notice for any cause if so directed by the WPWMA Board of Directors. The WPWMA shall also have the right to terminate this Agreement immediately for cause, including, without limitation, the failure by FIRM to maintain insurance as required herein and/or any other material breach of this Agreement.
13. HOLD HARMLESS. FIRM hereby agrees to protect, defend, indemnify, and hold WPWMA free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs,

- legal fees, and all other expenses incurred by WPWMA arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the WPWMA) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. FIRM agrees to investigate, handle, respond to, provide defense for, and defend any such claims demand, or suit at the sole expense of FIRM. FIRM also agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against FIRM or the WPWMA or to enlarge in any way the FIRM's liability but is intended solely to provide for indemnification of WPWMA from liability for damages or injuries to third persons or property arising from FIRM's performance pursuant to this contract or agreement. As used above, the term WPWMA means WPWMA or its officers, agents, employees, contractors and volunteers.
14. GOVERNMENTAL REVIEW. FIRM acknowledges that the decision by WPWMA to enter into this Agreement is made by WPWMA in its role as the owner of the WPWMA Property. Execution by WPWMA of this Agreement shall in no way constitute approval of the FIRM Project, and WPWMA expressly reserves the right to condition and approve or deny the same in accordance with applicable law.
 15. COOPERATION. Each Party shall cooperate fully in providing the other Party with information as required herein in a timely fashion.
 16. RELIANCE ON WPWMA DOCUMENTS AND INFORMATION. Where the WPWMA has made investigations of WPWMA Property conditions in areas where studies and analysis are to be performed under this Agreement, or in other areas, or where the WPWMA possesses report(s) of such investigations, FIRM agrees that such investigations were made only for the purpose of that particular study and design. Where such investigations have been made, FIRM may, upon written request, inspect the records of the WPWMA as to such investigations subject to and upon the conditions hereinafter set forth. The records of such investigations are not a part of this Agreement and are made available for inspection solely for the convenience of FIRM. FIRM agrees and acknowledges that the WPWMA does not assume any responsibility whatsoever with respect to the sufficiency or accuracy of the investigations thus made, and the records thereof. FIRM further agrees and acknowledges there is no representation, warranty or guarantee, either express or implied, that the condition indicated by such investigations or records thereof are correct or representative of those existing throughout such areas or any part thereof.

17. TIME OF ESSENCE. Time is of the essence in this Agreement and in each and every provision hereof.
18. NOTICES. All notices, demands, requests, or other writings (each a "Notice") provided by the terms of this Agreement to be given or made or sent, or which may be given or made or sent, be either party hereto to the other, shall be in writing, shall be given by (a) personal delivery, (b) delivery by a nationally recognized overnight delivery service, (c) mailing or depositing same in the United States mail, registered or certified, return receipt, postage prepaid, or (d) facsimile (if a copy of such notice also is delivered by any other permitted method of delivery along with evidence that the facsimile was transmitted successfully), and in all cases shall be properly addressed to the Parties at the following addresses, which addresses and fax numbers may be changed by any Party effective upon written notice to all other Parties:
 - If to WPWMA:

Western Placer Waste Management Authority
Attn: Eric Oddo P.E., Program Manager
11476 C Avenue
Auburn, CA 95603
Phone: (916) 543-3960
E-mail: eoddo@placer.ca.gov
 - If to FIRM:

FIRM
Attn: FIRM representative
FIRM Address
Phone: FIRM phone number
E-mail: FIRM representative email address
19. ASSIGNMENT. FIRM may not assign this Agreement or any of its rights and duties hereunder, to any third party without the prior written consent of the WPWMA, which consent may be withheld in the sole discretion of the WPWMA.
20. LEGAL JURISDICTION. This Agreement is subject to the laws and jurisdiction of the State of California. In the event that any court action should be brought in conjunction with this Agreement, it shall be subject to interpretation under the laws of the State of California, and any legal proceedings shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. WPWMA and FIRM each waive any federal court removal and/or original jurisdiction rights it may have.

21. COUNTERPARTS. This Agreement may be executed in multiple counterparts, all of which shall constitute one and the same Agreement.
22. BENEFIT. This Agreement shall be binding upon and inure to the benefit of the successors and assigns (to the extent assignment is permitted) of each of the Parties hereto.
23. CAPTIONS. The captions of the sections and paragraphs of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Agreement. All references to paragraph and section numbers refer to paragraphs and sections in this Agreement.
24. DEFINED TERMS. WPWMA and FIRM agree that all provisions in this Agreement are to be construed as terms, covenants, and conditions as though the words imparting such terms, conditions and covenants were used in each separate section or paragraph hereof.
25. SEVERABILITY. The invalidity of any term or provision of this Agreement as determined by a court of competent jurisdiction shall in no way effect the validity of any other provision hereof. Each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
26. EXHIBITS. The exhibits listed in this Agreement are hereby incorporated herein as set forth in full.
27. ENTIRE AGREEMENT. This Agreement and any attachments or exhibits hereto constitute the sole, final, complete, exclusive and integrated expression and statement of the terms and conditions of this Agreement among the parties hereto concerning the subject matter addressed herein, and supersedes all prior negotiations, representations or agreements, oral or written, that may be related to the subject of this Agreement.
28. CONSTRUCTION AND INTERPRETATION. It is agreed and acknowledged by the Parties that the provisions of this Agreement have been arrived at through negotiation, and that each of the Parties has had a full and fair opportunity to review the provision of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to resolved against the drafting Party shall not apply in construing or interpreting this Agreement. The Parties consider each and every term, covenant and provision of this Agreement to be material and reasonable.
29. EMPLOYEES OF FIRM. All persons performing services for FIRM or its consultants shall be solely employees of FIRM or its consultants and consultants' subcontractors and not employees of WPWMA. FIRM and its consultants and consultants' subcontractors shall be solely responsible for

the salFIRM and other benefits, including Workers' Compensation, of all such personnel.

30. AUTHORITY OF THE EXECUTIVE DIRECTOR. The Executive Director of the Western Placer Waste Management Authority, or designee, shall administer this Agreement on behalf of the WPWMA. As directed or authorized by the WPWMA Board of Directors, the Executive Director and/or designee shall be vested with all rights, powers, and duties of WPWMA hereunder.

IN WITNESS WHEREOF, the Parties have executed this Nonexclusive Site Access Agreement on the day and year the last party signs herein.

Western Placer Waste Management Authority

By: _____
Executive Director,
Western Placer Waste Management Authority

Date: _____

By: _____
(Title)
FIRM

Date: _____

APPROVED AS TO FORM:

By: _____
WPWMA Counsel

Exhibits:

- Exhibit A: WPWMA PROPERTIES
- Exhibit B: FIRM PROPOSAL
- Exhibit C: POTENTIAL DEVELOPMENT AREAS
- Exhibit D: INSURANCE REQUIREMENTS

**EXHIBIT A
WPWMA PROPERTIES**

**EXHIBIT B
FIRM PROPOSAL**

**EXHIBIT C
POTENTIAL DEVELOPMENT AREAS**

**EXHIBIT D
INSURANCE REQUIREMENTS**

A. INSURANCE REQUIREMENTS:

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

B. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

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

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

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

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

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

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

C. GENERAL LIABILITY INSURANCE:

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

a. Contractual liability insuring the obligations assumed by FIRM in this Agreement.

(2) One of the following is required:

a. Comprehensive General Liability;

b. Commercial General Liability (Occurrence); or

- c. Commercial General Liability (Claims Made).
- (3) If FIRM carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
- One million dollars (\$1,000,000) each occurrence
 - Two million dollars (\$2,000,000) aggregate
- (4) If FIRM carries a Commercial General Liability (Occurrence) policy:
- a. The Limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) for Products-Completed Operations
 - Two million (\$2,000,000) General Aggregate
 - b. If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000)
- (5) Special Claims Made Policy Form Provision:
- FIRM shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of WPWMA, which consent, if given, shall be subject to the following conditions:
- a. The limits if liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) for Products-Completed Operations
 - Two million (\$2,000,000) General Aggregate
 - b. The insurance coverage provided by FIRM shall contain language providing up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

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

D. ENDORSEMENTS:

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

- (1) "The WPWMA, its officers, agents, employees, and volunteers are to be covered as insured with respect to liability arising out of operations, or on behalf of, the named insured in the performing of this Agreement."
- (2) "The insurance provided by FIRM including any excess liability or umbrella form coverage, is primary coverage to the WPWMA with respect to any insurance or self-insurance programs maintained by the WPWMA and no insurance held or owned by the WPWMA shall be called upon to contribute to a loss."
- (3) "This policy shall not be changed without first giving thirty (30) days prior written notice and then (10) days prior notice of cancellation for non-payment of premium to the WPWMA."

E. AUTOMOBILE LIABILITY INSURANCE:

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

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

F. PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than one million dollars (\$1,000,000).

If Consultant subcontracts in support of Consultants work provided for in the agreement,

Professional Liability Insurance for Errors shall be provided by the subcontractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

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

G. ADDITIONAL REQUIREMENTS:

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

Policy Deductibles – FIRM shall be responsible for all deductibles in all of the FIRM's insurance policies. The amount of deductible for insurance coverage required herein should be reasonable and subject to WPWMA's approval.

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

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

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

**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **OCTOBER 11, 2018**
FROM: **KEN GREHM / KEITH SCHMIDT** *KS*
SUBJECT: **FIRST AMENDMENT TO THE AGREEMENT WITH HYDROSCIENCE
ENGINEERS FOR COMPOST POND IMPROVEMENT DESIGN
SERVICES**

RECOMMENDED ACTION:

Authorize the Chair to sign the First Amendment to the Agreement with HydroScience Engineers, Inc. (HSE) for design of compost pond improvements for an amount not to exceed \$21,046, increasing the total not-to-exceed amount of the Agreement to \$94,495.

BACKGROUND:

In February 2018, your Board approved an Agreement with HSE to design and provide construction quality assurance services for improvements to the WPWMA's composting ponds required for compliance with the California State Water Resources Control Board's (Water Board) statewide general permit for composting facilities. Improvements to the pond generally consist of installing a lysimeter below the low point of the pond to detect for leaks.

Upon review of construction plans and specifications prepared by HSE, the Water Board included additional requirements as a condition of their approval of the project. The WPWMA requested a proposal from HSE for additional services to address the Water Board's requirements, as outlined in the attached First Amendment. Most notable of the new Water Board requirements are: 1) installation of a geosynthetic clay liner underneath the area of the liner where the lysimeter will be installed, and 2) performance of an electronic leak detection survey of the entire compost pond rather than only the section of pond liner affected by construction.

ENVIRONMENTAL CLEARANCE:

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

FISCAL IMPACT:

The cost of providing the additional services identified in the proposed First Amendment is \$21,046, bringing the total Agreement cost to \$94,495. The FY 2018/19 Final Budget included as Item 10a of this Agenda includes funding to cover this additional cost.

ATTACHMENT: FIRST AMENDMENT

ADMINISTRATING AGENCY: Western Placer Waste Management Authority

AGREEMENT NO.: 45189

DESCRIPTION: First Amendment to the Compost Pond Improvement Design Agreement

This First Amendment is made to be effective as of, from and after the day of _____, 2018, and between the **WESTERN PLACER WASTE MANAGEMENT AUTHORITY**, a Joint Powers Authority (hereinafter referred to as the "WPWMA"), and **HYDROSCIENCE ENGINEERS, INC** (hereinafter referred to as the "Consultant").

RECITALS

1. The WPWMA and Consultant have entered into that certain "Compost Pond Improvement Design Services Agreement" as of March 29, 2018 (hereinafter referred to as the "Agreement").
2. The south compost pond was originally constructed in 2012 using design criteria contained in the Regional Water Quality Control Board's (Water Board) draft composting regulations.
3. In 2015, the Water Board finalized its composting regulations. Since that time, the WPWMA's compost pond network has been subject to the requirements of the General Waste Discharge Requirements for Composting Operations Order WQ 2015-0121-DWQ (Compost Order).
4. As part of the process of finalizing the Compost Order, the Water Board added the requirement that a lysimeter be installed below any pond liner; the WPWMA's south compost pad does not currently include a lysimeter.
5. To address this issue, the WPWMA entered into Agreement 45189 with Consultant to design and provide construction quality assurance services for the required compost pond lysimeter.
6. Consultant prepared and submitted construction plans and specifications for the compost pond lysimeter to the Water Board for approval. As part of their approval, the Water Board imposed additional conditions that were not otherwise clearly identified in the Compost Order. These additional conditions resulted in the need for additional engineering, changes in construction material quantities and specifications, and more extensive construction quality assurance testing.
7. The WPWMA requested a cost proposal from Consultant to prepare revisions to the south compost pond lysimeter design documents to address the Water Board's approval conditions. Consultant responded with a not-to-exceed cost of \$16,756.
8. Given the uncertain nature of construction projects, the Agreement initially included a \$5,000 Additional Services task budget, most of which has been utilized in work performed by Consultant. WPWMA intends to add additional funds to restore the Additional Services task budget to \$5,000.
9. The WPWMA and Consultant acknowledge that, with this First Amendment, the total cost of the Agreement shall increase to a not to exceed amount of Ninety Four Thousand Four Hundred Ninety Five Dollars (\$94,495).
10. The WPWMA and Consultant desire to amend the Agreement to reflect the revised understanding between the parties as set forth below. All references in this First Amendment to a Section, to an Appendix, or to an Exhibit shall refer to that Section or Exhibit of the Agreement, and all terms defined in the Agreement shall have the same meaning herein.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. In Task 4, Construction Phase Services, replace “Respond to RFIs and review proposed substitutions for conformance to drawings and technical specifications, if any.” with “Respond to RFIs and review proposed substitutions for conformance to drawings and technical specifications, if any, including all revisions required by the Water Board as detailed in the letter from Consultant to the WPWMA dated September 28, 2018.”
2. In Task 4, Construction Phase Services, replace “Consultant shall conduct a leak detection survey of the repaired HDPE primary geomembrane using the water puddle method (ASTM 07002).” with “Consultant shall conduct a leak detection survey of the *entire pond* HDPE primary geomembrane using the water puddle method (ASTM 07002).”
3. The last sentence in item 2. **Payment**, shall be replaced with the following sentence:
 “The total amount payable for all services provided under this Agreement, including Additional Services, shall not exceed Ninety Four Thousand Four Hundred and Ninety Five Dollars (\$94,495) without the prior written approval of the WPWMA.”
4. Exhibit B shall be deleted and Exhibit B.1 attached hereto substituted therefore.

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

WPWMA: Western Placer Waste Management Authority
 Attn: Keith Schmidt, PE
 11476 "C" Avenue
 Auburn, CA 95603
 Phone: (916) 543-3986
 Fax: (916) 543-3990

CONSULTANT: Hydrosience Engineers, Inc	REMIT TO: Hydrosience Engineers, Inc
Attn: Bill Slenter, PE	Attn: Accounting Department
10569 Old Placerville Road	10569 Old Placerville Road
Sacramento, CA 95827	Sacramento, CA 95827
(916) 364-1490	(916) 364-1490
(916) 364-1491	(916) 364-1491

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

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

WESTERN PLACER WASTE MANAGEMENT AUTHORITY

By: _____ Date: _____
Chair, Western Placer Waste Management Authority

HYDROSCIENCE ENGINEERS, INC., CONSULTANT

By: _____
William Slenter, Vice President

By: _____
Hilde Harris, Treasurer

Approved as to Form:

By: _____
WPWMA Counsel

EXHIBIT B.1

PAYMENT FOR SERVICES RENDERED

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

Consultant shall submit invoices monthly for work performed. Such invoices shall describe in detail the work and work hours performed, the person(s) performing the work, his/her hourly rate, and the expenses and invoices for which a reimbursement is claimed. The invoices shall also include a spreadsheet that shows task budgets, charges by task for the current invoice, cumulative charges to date by task, and percent of budget remaining by task. Hourly time shall be stated in increments of no less than one-quarter (1/4) of an hour.

Provided the work has been satisfactorily performed, the WPWMA shall pay invoices within thirty (30) days after approval of the invoice. Consultant shall provide such additional information as the WPWMA may request to verify any of the amounts claimed for payment in any invoice. The total amount payable for all services provided under this Agreement shall not exceed Ninety Four Thousand Four Hundred and Ninety Five Dollars (\$94,495).

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

Table 1 - Not-to-Exceed Task Budgets

Task	Task Description	Budget	First Amendment	Amended Budget
1	Technical Memorandum and Detailed Design	\$23,445		\$23,445
2	Construction Quality Assurance Plan	\$3,005		\$3,005
3	Bid Period Services	\$2,865		\$2,865
4	Construction Phase Services	\$43,424	\$16,756	\$60,180
5	Additional Services	\$710	\$4,290	\$5,000
TOTAL CONTRACT AMOUNT		\$73,449	\$21,046	\$94,495

PAGE INTENTIONALLY LEFT BLANK

**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **OCTOBER 11, 2018**
FROM: **KEN GREHM / ERIC ODDO** 
SUBJECT: **FISCAL YEAR 2018/19 FINAL BUDGETS**

RECOMMENDED ACTION:

Approve the Fiscal Year 2018/19 Final Budgets for the Operating Fund, the Closure Fund and the Self-Insurance Fund as presented in Exhibits A and B.

BACKGROUND:

The WPWMA operates within three budgets:

1. The **Closure/Postclosure Fund**, whose purpose is to ensure adequate funding for corrective action, final closure and post-closure monitoring and maintenance of the landfill;
2. The **Self Insurance Fund**, which was established to cover expenses from claims, lawsuits and damage assessments against the WPWMA;
3. The **Operating Fund**, which covers all other expenses of the WPWMA, including our operating agreements with Nortech Waste, LLC and Nortech Landfill, Inc.

On May 10, 2018, your Board approved the WPWMA's Fiscal Year 2018/19 Preliminary Budgets and directed staff to return with the Final Budgets at a later date. The Final Budgets are presented in Exhibits A and B. The Financial Forecast is presented in Exhibit C.

The Final Budgets were developed based on the Financial Forecast and the following key assumptions:

1. Tipping Fee Structure – At the February 8, 2018 meeting, your Board approved an increase to tipping fees effective July 1, 2018. Exhibit D summarizes this revised tip fee structure. Based on the projected tonnages for FY 2018/19, staff estimates the fee increase will result in approximately \$729,118 in additional revenue.
2. Tonnage – 462,441 total tons accepted, composed of mixed solid waste, sludge, green waste, commercial food waste, construction and demolition debris, wood waste and inerts.

Staff estimates that with the continuing improvement in the economy, the WPWMA will realize modest growth in the quantity of materials received at the facility. Even after taking into account tonnages associated with one-time projects, staff estimates the WPWMA will realize an overall increase in waste tonnages of 1.29% compared to the quantities received in FY 2017/18.

3. Construction Projects – \$1,951,387 budgeted as shown at the bottom of the second page of Exhibit A. This figure includes funding for:

- a. Completion of improvements to the landfill gas collection system;
 - b. Installation of a lysimeter below the south compost pond liner system; and
 - c. Extension of the landfill leachate perimeter force main piping system.
4. Reserve Accounts – Contribution to the Operating Fund and Closure/Postclosure Fund reserves totaling \$5,244,160. Cancellation of \$75,347 from the Self-Insurance Fund to pay for anticipated outside legal counsel costs.

Total fund balances and reserves at the end of the current and upcoming fiscal years are projected as follows:

	FY 2017/18	FY 2018/19
Operating Fund Budget	\$19,082,388	\$23,582,432
Closure/Postclosure Fund Budget	\$12,564,118	\$13,308,234
Self-Insurance Fund Budget	\$7,238,234	\$7,162,887
Total Reserves	\$38,884,740	\$44,053,553

ENVIRONMENTAL CLEARANCE:

Approval of the Final Budgets does not constitute a "Project" under the California Environmental Quality Act, per CEQA Guidelines Section 15378(b)(5), because your Board does not fully commit to any individual project when approving the budgets. Appropriate environmental review will be conducted prior to your Board's approval of individual projects.

FISCAL IMPACT:

The Final Budgets include sufficient funding to generate retained earnings for future use. Cancellation of reserves from the Operating Fund and Closure/Postclosure Fund is not anticipated. Cancellation of \$75,347 from the Self-Insurance Fund will be necessary should your Board engage outside legal counsel.

- ATTACHMENTS: EXHIBIT A – OPERATING FUND FINAL BUDGET
 EXHIBIT B – CLOSURE FUND AND SELF-INSURANCE FUND FINAL BUDGETS
 EXHIBIT C – FINANCIAL FORECAST
 EXHIBIT D – TIPPING FEES

EXHIBIT A

OPERATIONS FUND

	2017/18 Final Budget	2017/18 Actual	2018/19 Final Budget
<u>SOURCES OF FUNDS</u>			
RETAINED EARNINGS	2,396,283	2,396,283	5,336,880
R/E FOR ENCUMB.	0	1,750,329	0
TIPPING FEES	24,754,550	25,817,318	26,883,514
INTEREST REVENUE	235,246	126,268	166,954
INTEREST ON NOTE	112,575	112,575	68,402
GRANT FUNDS	70,860	73,932	70,000
RENT	92,502	106,723	95,734
OTHER REVENUE	7,500	190,078	7,500
ROAD IMPROVEMENT	26,706	28,280	28,366
ENERGY ROYALTIES	481,936	124,707	147,071
RESERVE CANCELLATIONS			
Fixed Assets	0	0	0
Road Improvement	0	0	0
HHW Closure	0	0	0
Imprest Cash	0	0	0
Contingencies	0	0	0
TOTAL SOURCES OF FUNDS	28,178,158	30,726,493	32,804,421
<u>USES OF FUNDS</u>			
EXPENDITURES			
Ongoing Operations	25,343,815	22,692,335	26,351,055
Major Construction Projects	2,573,536	2,436,472	1,951,387
Land Acquisition	0	0	0
TOTAL EXPENDITURES	27,917,351	25,128,806	28,302,442
ENCUMBERED FUNDS	0	0	0
EXCESS FUNDING	260,807	5,597,687	4,501,979
CONTRIBUTION TO RESERVES			
Fixed Asset Acquisition	114,462	114,462	2,187,711
Road Improvement	26,345	26,345	28,280
HHW Closure	0	0	798
Imprest Cash	0	0	0
Contingencies	120,000	120,000	2,285,190
TOTAL CONTRIBUTION TO RESERVES	260,807	260,807	4,501,979
AUDITOR'S YEAR END ADJUSTMENT	0	0	0
RETAINED EARNINGS	0	5,336,880	0
TOTAL USES OF FUNDS	28,178,158	30,726,493	32,804,421

OPERATING FUND RESERVE ACCOUNT BALANCES

FIXED ASSET ACQUISITION	8,738,234	8,738,234	10,925,945
ROAD IMPROVEMENT	335,950	335,950	364,230
HHW CLOSURE	33,431	33,431	34,229
IMPREST CASH	8,600	8,600	8,600
CONTINGENCIES	9,964,238	9,964,238	12,249,428
TOTAL OPERATING FUND RESERVE BALANCES	19,080,453	19,080,453	23,582,432

APPROPRIATIONS BY ACCOUNT

		2017/18	2017/18	2018/19
		Final Budget	Actual	Final Budget
UNIFORMS	2017	2,000	1,756	2,000
COMMUNICATIONS - RADIO	2050	3,075	0	3,150
COMMUNICATIONS - TELEPHONE	2051	25,000	22,963	25,000
HOUSEHOLD EXPENSE	2085	250	226	250
INSURANCE	2130	68,888	65,900	74,273
GENERAL LIABILITY	2140	43,072	43,281	44,147
PARTS	2273	2,500	0	1,000
MAINTENANCE - EQUIPMENT	2290	2,500	96	2,500
MAINTENANCE SERVICES	2404	22,000	34,540	26,000
MAINTENANCE - BUILDINGS	2405	5,000	512	2,500
DUES, SUBC, MEMB	2439	1,500	771	1,000
DEPT CASH SHORTAGE	2461	300	896	300
PC ACQUISITION	2481	5,000	0	5,000
PRINTING	2511	16,000	18,640	25,000
OFFICE SUPPLIES	2523	11,500	9,655	9,848
POSTAGE	2524	7,500	8,934	2,000
MRF OPERATIONS	2546	14,826,473	13,919,608	15,550,489
LANDFILL OPERATIONS	2547	2,424,944	2,062,336	2,484,996
CONSTRUCTION PROJECTS	2549	2,387,114	2,256,864	1,700,911
ADMINISTRATION	2550	350,977	349,027	489,149
DIRECTOR'S FEES	2554	3,600	2,300	6,000
PROF SVCS PURCH	2555	3,707,803	2,298,769	3,648,740
PROF SVCS CNTY	2556	95,000	87,743	92,500
PUBL & LEGAL NOTC	2701	12,000	3,277	15,000
RENTS & LEASES-EQUIP	2710	500	2,858	3,000
RENTS & LEASES-PC	2809	3,600	3,577	3,800
SPECIAL DEPT EXP.	2840	602,000	601,916	635,420
TRAINING	2844	2,000	2,151	1,000
TRAVEL & TRANS.	2931	2,000	0	2,000
MILEAGE	2932	2,000	2,074	2,000
COUNTY VEHICLE	2941	15,000	22,381	25,000
MEALS/FOOD PURCHASES	2964	900	889	1,000
UTILITIES	2965	100,000	134,050	120,000
WATER & SEWAGE	2970	3,000	0	2,000
ENVIRONMENTAL UTILITIES STAFF	2971	2,978,363	3,141,233	3,235,470
BAD DEBTS	3450	0	0	0
PROF SERV A-87 COSTS	3551	123,991	29,584	50,000
LAND	4001	0	0	0
LAND IMPROVEMENTS	4141	0	0	0
CAPITALIZED LAND IMPROVEMENTS	4142	0	0	0
BUILDINGS & IMPROVEMENTS	4151	50,000	0	0
CAPITALIZED BUILDINGS	4152	0	2,041,368	0
EQUIPMENT	4451	0	0	0
CAPITALIZED EQUIPMENT	4452	0	0	0
CONTINGENCIES	5600	10,000	0	10,000
TOTAL APPROPRIATIONS		27,917,351	25,128,806	28,302,442

SUMMARY OF APPROPRIATIONS

Related to Ongoing Operations	25,343,815	22,692,335	26,351,055
Related to Construction Projects	2,573,536	2,436,472	1,951,387
Related to Land Acquisition	0	0	0

SUB-ACCOUNT DETAIL	2017/18 Final Budget	2017/18 Actual	2018/19 Final Budget
2546: MRF Operations			
Processing	13,105,942	12,600,760	14,077,254
HHW - Annual Fee	358,723	385,777	405,022
HHW - Disposal	1,055,775	813,514	850,653
Incentive Payment	156,034	119,583	67,560
Other Payments	150,000	(27)	150,000
TOTAL for 2546: MRF Operations	14,826,473	13,919,608	15,550,489
2547: Landfill Operations			
Basic Service Operations	2,147,781	2,147,781	2,246,425
Incentive Payments	74,163	13,530	213,571
Other Payments	203,000	(98,975)	25,000
TOTAL for 2547: Landfill Operations	2,424,944	2,062,336	2,484,996
2549: Construction Projects	2,387,114	2,256,864	1,700,911
2555: Prof. Services Purchased			
Engineering	967,400	355,098	1,159,800
Construction Management	136,422	129,608	250,476
Environmental	1,419,380	605,328	963,905
Legal (Non-Litigation)	30,000	0	10,000
Outside Audit	20,000	19,669	20,000
Education Program	244,326	225,914	181,000
Temporary HHW Events	45,758	45,758	65,000
Gas System Operation	578,816	610,431	690,340
Armored Transport Service	18,462	19,401	19,789
CFD Costs	244,101	244,101	244,101
Other	3,139	43,461	44,330
TOTAL for 2555: Prof. Serv. Purchased	3,707,803	2,298,769	3,648,740
2556: Prof. Services - County			
LEA Charges	35,000	19,747	25,000
Counsel	35,000	42,650	50,000
Other	25,000	25,346	17,500
TOTAL for 2556: Prof Services - County	95,000	87,743	92,500
2840: Special Department Expense			
State Recycling Fees	386,532	403,085	417,110
Permit Related Fees	80,000	64,666	80,000
Bank Fees	50,469	61,431	64,121
Other	85,000	72,734	74,188
TOTAL for 2840 Spec. Dept. Expense	602,000	601,916	635,420

MAJOR CONSTRUCTION PROJECTS

	Acct. No.	2017/18 Final Budget	2017/18 Actual	2018/19 Final Budget	
LINER PROJECTS					
Design	2555				
CQA	2555				
Construction	2549				
COVER PROJECTS					
Design	2555				
CQA	2555	5,878	17,455	20,000	Module 15/16 Final Cover
Construction	2549				
GAS SYSTEM					
Design	2555			125,000	
CQA	2555	80,544	78,373	29,047	
Construction	2549	2,387,114	2,256,864	1,250,911	LFG System Upgrades
GROUND WATER MONITORING WELLS					
Design	2555				
CQA	2555				
Construction	2555				
MRF IMPROVEMENTS					
Design	4151				
CQA	4151				
Construction	4151	50,000	50,000		
Environmental Review	4151				
COMPOSTING SYSTEMS					
Design	2555	20,000	33,780		
CQA	2555			46,429	
Construction	2549			200,000	Pond lysimeter installation
Environmental Review	2549				
SubOx Remedition and Repair					
Design	2555	30,000		30,000	Cover and gas system review
CQA	2555				
Construction	2549				
OTHER PROJECTS					
Design	2555				
CQA	2555				
Construction	2549			250,000	Leachate force main extension
Environmental Review	2555				
Design	4451				
CQA	4451				
Construction	4451				
Environmental Review	4451				

MAJOR CONSTRUCTION PROJECT APPROPRIATIONS BY ACCOUNT

Account 2549 - Construction Projects	2,387,114	2,256,864	1,700,911
Account 2555 - Engineering	136,422	129,608	250,476
Account 4141 - Land Improvements	0	0	0
Account 4151 - Buildings & Improvements	50,000	50,000	0
Account 4451 - Equipment	0	0	0
TOTAL	2,573,536	2,436,472	1,951,387

Tip Fee Summary	2017/18 Final Budget	2017/18 Actual	2018/19 Final Budget
Tipping Fee (\$ per ton)			
MSW	69.00	69.00	70.00
C&D	47.00	47.00	48.00
Sludge and Mixed Inerts	33.00	33.00	35.00
Green Waste	36.50	36.50	38.00
Wood Waste	26.00	26.00	27.00
Food Waste	40.00	40.00	42.00
Inerts	16.00	16.00	18.00
H2O Sludge	7.50	7.50	8.00
Roseville Recyclables	30.00	30.00	30.00
Bulk Tires	175.00	175.00	175.00
Tipping Fee (\$ per cubic yard)			
MSW	14.00	14.00	15.00
C&D	14.00	14.00	15.00
Green Waste	7.00	7.00	8.00
Wood Waste	7.00	7.00	8.00
Inerts	14.00	14.00	15.00
Tipping Fee (\$ per unit)			
Appliances	5.00	5.00	6.00
CFC Devices	30.00	30.00	32.00
Car Tires	3.00	3.00	3.25
Truck Tires	17.50	17.50	19.00
Tractor Tires	70.00	70.00	76.00

Received Quantity Summary

MSW			
Tonnage	236,361	237,118	240,675
Yardage	91,574	100,399	101,905
C&D			
Tonnage	69,756	78,724	81,085
Yardage	26,332	38,871	40,037
Sludge and Mixed Inerts			
Tonnage	24,492	26,605	26,271
Green Waste			
Tonnage	45,623	45,540	47,362
Yardage	32,451	34,734	36,123
Wood Waste			
Tonnage	1,308	1,606	1,927
Yardage	4,459	4,728	5,674
Food Waste			
Tonnage	9,557	10,496	9,275
Inerts			
Tonnage	17,824	23,841	22,156
Yardage	15,012	13,987	14,291
Appliances			
Tonnage	8,581	9,512	9,988
CFC Devices			
Tonnage	3,202	3,687	3,871
Tires			
Car	4,910	6,161	6,469
Truck	145	141	148
Tractor	11	44	46
Bulk Tonnage	46	19	20
H2O Sludge			
Tonnage	1,259	1,541	1,618
Roseville Recyclables			
Tonnage	0	0	0

EXHIBIT B

CLOSURE / POSTCLOSURE FUND

<u>SOURCES OF FUNDS</u>	2017/18 Final Budget	2017/18 Actual	2018/19 Final Budget
RETAINED EARNINGS	(42,405)	(42,405)	347,768
R/E FOR ENCUMB.	0	0	0
TIPPING FEES	281,090	293,570	300,232
INTEREST REVENUE	141,468	85,767	96,116
RESERVE CANCEL - GENERAL RES.	168,289	0	0
TOTAL SOURCES OF FUNDS	548,442	336,932	744,116

USES OF FUNDS

UNRESERVED R/E - OTHER LONG TERM	0	0	0
CLOSURE/POSTCLOSURE LIABILITY ADJ.	548,442	(10,836)	627,612
CONTRIBUTION TO GEN RESERVES	0	0	116,504
TOTAL USES OF FUNDS	548,442	(10,836)	744,116
RETAINED EARNINGS	0	347,768	0

C / PC RESERVE & LIABILITY ACCOUNT BALANCE

LANDFILL CLOSURE/POSTCLOSURE LIABILITY	12,004,877	11,445,599	12,073,211
GENERAL RESERVE	950,230	1,118,519	1,235,023
TOTAL C / PC RES. & LIABILITY ACCT. BALANCE	12,955,107	12,564,118	13,308,234

SELF INSURANCE FUND

<u>SOURCES OF FUNDS</u>	2017/18 Final Budget	2017/18 Actual	2018/19 Final Budget
RETAINED EARNINGS	(39,651)	(39,651)	(30,719)
R/E FOR ENCUMB.	0	0	0
TIPPING FEES	0	0	0
INTEREST REVENUE	80,965	50,246	55,372
RESERVE CANCEL - FUTURE OCC.		0	75,347
TOTAL SOURCES OF FUNDS	41,314	10,595	100,000

USES OF FUNDS

PROFESSIONAL SERVICES ACCT. 2555	0	0	100,000
JUDGEMENTS & DAMAGES ACCT. 3925	0	0	0
RESERVE FOR ENCUMBRANCES	0	0	0
CONTRIBUTION TO RESERVES			
General Reserve	0	0	0
Reserve for Future Occurrences	41,314	41,314	0
INCREASES TO LIABILITY			
Claims Payable	0	0	0
UNRESERVED R/E-OTHER LONG TERM	0	0	0
TOTAL USES OF FUNDS	41,314	41,314	100,000
RETAINED EARNINGS	0	(30,719)	0

SELF INS. RESERVE ACCOUNT BALANCES

General Reserve	0	0	0
Reserve for Future Occurrences	7,238,234	7,238,234	7,162,887

LIABILITY ACCOUNT BALANCE

WPWMA-Claims Payable	0 ⁴⁴	0	0
----------------------	-----------------	---	---

EXHIBIT C

OPERATIONS FUND

SOURCES OF FUNDS

	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23
RETAINED EARNINGS	2,396,283	5,336,880	0	0	0	0
R/E FOR ENCUMB.	1,750,329	0	0	0	0	0
TIPPING FEES	25,817,318	26,883,514	27,744,363	28,005,358	29,278,024	29,133,899
INTEREST REVENUE	126,268	166,954	206,346	192,903	193,165	199,027
INTEREST ON NOTE	112,575	68,402	21,968	0	0	0
GRANT FUNDS	73,932	70,000	0	0	0	0
RENT	106,723	95,734	97,778	78,662	80,235	81,840
OTHER REVENUE	190,078	7,500	7,575	7,651	7,727	7,805
ROAD IMPROVEMENT	28,280	28,366	29,075	29,276	28,735	28,426
ENERGY ROYALTIES	124,707	147,071	147,071	0	0	500,000
RESERVE CANCELLATIONS						
Fixed Assets	0	0	0	0	0	0
Road Improvement	0	0	0	0	0	0
HHW Closure	0	0	0	0	0	0
Imprest Cash	0	0	0	0	0	0
Contingencies	0	0	0	1,695,661	0	0
TOTAL SOURCES OF FUNDS	30,726,493	32,804,421	28,254,177	30,009,510	29,587,887	29,950,997

USES OF FUNDS

EXPENDITURES						
Ongoing Operations	22,692,335	26,351,055	27,346,151	28,491,559	28,918,025	24,428,851
Major Construction Projects	2,436,472	1,951,387	748,700	1,488,000	0	285,404
Land Acquisition	0	0	0	0	0	0
TOTAL EXPENDITURES	25,128,806	28,302,442	28,094,851	29,979,559	28,918,025	24,714,255
ENCUMBERED FUNDS	0	0	0	0	0	0
EXCESS FUNDING	5,597,687	4,501,979	159,325	29,952	669,862	5,236,742
CONTRIBUTION TO RESERVES						
Fixed Asset Acquisition	114,462	2,187,711	39,456	0	304,756	2,588,714
Road Improvement	26,345	28,280	28,366	29,075	29,276	28,735
HHW Closure	0	798	856	877	899	922
Imprest Cash	0	0	0	0	0	0
Contingencies	120,000	2,285,190	90,647	0	334,931	2,618,371
TOTAL CONTRIBUTION TO RESERVES	260,807	4,501,979	159,325	29,952	669,862	5,236,742
AUDITOR'S YEAR END ADJUSTMENT	0	0	0	0	0	0
RETAINED EARNINGS	5,336,880	0	0	0	0	0
TOTAL USES OF FUNDS	30,726,493	32,804,421	28,254,176	30,009,511	29,587,887	29,950,997

OPERATING FUND RESERVE ACCOUNT BALANCES

FIXED ASSET ACQUISITION	8,738,234	10,925,945	10,965,401	10,965,401	11,270,157	13,858,871
ROAD IMPROVEMENT	335,950	364,230	392,596	421,671	450,947	479,682
HHW CLOSURE	33,431	34,229	35,085	35,962	36,861	37,783
IMPREST CASH	8,600	8,600	8,600	8,600	8,600	8,600
CONTINGENCIES	9,964,238	12,249,428	12,340,075	10,644,414	10,979,345	13,597,716
TOTAL OPERATING FUND RESERVE BALANCES	19,080,453	23,582,432	23,741,757	22,076,048	22,745,910	27,982,652

		2017/18	2018/19	2019/20	2020/21	2021/22	2022/23
APPROPRIATIONS BY ACCOUNT							
UNIFORMS	2017	1,756	2,000	2,040	2,081	2,122	2,165
COMMUNICATIONS - RADIO	2050	0	3,150	3,213	3,277	3,343	3,410
COMMUNICATIONS - TELEPHONE	2051	22,963	25,000	25,500	26,010	26,530	27,061
HOUSEHOLD EXPENSE	2085	226	250	255	260	265	271
INSURANCE	2130	65,900	74,273	75,759	77,274	78,819	80,395
GENERAL LIABILITY	2140	43,281	44,147	45,030	45,931	46,850	47,787
PARTS	2273	0	1,000	1,010	1,020	1,030	1,041
MAINTENANCE - EQUIPMENT	2290	96	2,500	2,550	2,601	2,653	2,706
MAINTENANCE SERVICES	2404	34,540	26,000	26,520	27,050	27,591	28,143
MAINTENANCE - BUILDINGS	2405	512	2,500	2,550	2,601	2,653	2,706
DUES, SUBC, MEMB	2439	771	1,000	1,000	1,000	1,600	1,600
DEPT CASH SHORTAGE	2461	896	300	300	300	300	300
PC ACQUISITION	2481	0	5,000	2,000	2,040	2,081	2,123
PRINTING	2511	18,640	25,000	20,000	20,400	20,808	21,224
OFFICE SUPPLIES	2523	9,655	9,848	10,045	10,246	10,451	10,660
POSTAGE	2524	8,934	2,000	2,040	2,081	2,123	2,165
MRF OPERATIONS	2546	13,919,608	15,550,489	16,888,128	18,078,265	18,957,523	14,400,370
LANDFILL OPERATIONS	2547	2,062,336	2,484,996	2,589,455	2,821,837	2,928,383	2,932,538
CONSTRUCTION PROJECTS	2549	2,256,864	1,700,911	575,000	1,390,600	0	0
ADMINISTRATION	2550	349,027	489,149	491,595	494,053	496,523	499,006
DIRECTOR'S FEES	2554	2,300	6,000	6,000	3,600	3,600	3,600
PROF SVCS PURCH	2555	2,298,769	3,648,740	3,049,784	2,622,957	1,957,551	2,281,231
PROF SVCS CNTY	2556	87,743	92,500	94,350	96,237	98,162	100,125
PUBL & LEGAL NOTC	2701	3,277	15,000	8,000	8,000	8,000	8,000
RENTS & LEASES-EQUIP	2710	2,858	3,000	3,060	3,121	3,183	3,247
RENTS & LEASES-PC	2809	3,577	3,800	3,800	3,800	3,800	3,800
SPECIAL DEPT EXP.	2840	601,916	635,420	649,438	647,174	642,962	639,194
TRAINING	2844	2,151	1,000	1,000	1,000	1,000	1,000
TRAVEL & TRANS.	2931	0	2,000	2,040	2,081	2,123	2,165
MILEAGE	2932	2,074	2,000	2,000	2,000	2,000	2,000
COUNTY VEHICLE	2941	22,381	25,000	25,500	26,010	26,530	27,061
MEALS/FOOD PURCHASES	2964	889	1,000	1,020	1,040	1,061	1,082
UTILITIES	2965	134,050	120,000	122,400	124,848	127,345	129,892
WATER & SEWAGE	2970	0	2,000	2,040	2,081	2,122	2,165
ENVIRONMENTAL UTILITIES STAFF	2971	3,141,233	3,235,470	3,300,179	3,366,183	3,366,183	3,383,014
BAD DEBTS	3450	0	0	0	0	0	0
PROF SERV A-87 COSTS	3551	29,584	50,000	50,250	50,501	50,754	51,008
LAND	4001	0	0	0	0	0	0
LAND IMPROVEMENTS	4141	0	0	0	0	0	0
CAPITALIZED LAND IMPROVEMENTS	4142	0	0	0	0	0	0
BUILDINGS & IMPROVEMENTS	4151	0	0	0	0	0	0
CAPITALIZED BUILDINGS	4152	2,041,368	0	0	0	0	0
EQUIPMENT	4451	0	0	0	0	0	0
CAPITALIZED EQUIPMENT	4452	0	0	0	0	0	0
CONTINGENCIES	5600	0	10,000	10,000	10,000	10,000	10,000
TOTAL APPROPRIATIONS		25,128,806	28,302,442	28,094,851	29,979,559	28,918,025	24,714,255
SUMMARY OF APPROPRIATIONS							
Related to Ongoing Operations		22,692,335	26,351,055	27,346,151	28,491,559	28,918,025	24,428,851
Related to Construction Projects		2,436,472	1,951,387	748,700	1,488,000	0	285,404
Related to Land Acquisition		0	0	0	0	0	0

	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23
SUB-ACCOUNT DETAIL						
2546: MRF Operations						
Processing	12,600,760	14,077,254	15,327,087	16,340,251	17,167,951	12,681,191
HHW - Annual Fee	385,777	405,022	427,590	450,297	473,005	349,691
HHW - Disposal	813,514	850,653	913,764	949,562	977,527	1,006,217
Incentive Payment	119,583	67,560	69,687	188,155	189,040	213,271
Other Payments	(27)	150,000	150,000	150,000	150,000	150,000
TOTAL for 2546: MRF Operations	13,919,608	15,550,489	16,888,128	18,078,265	18,957,523	14,400,370
2547: Landfill Operations						
Basic Service Operations	2,147,781	2,246,425	2,340,516	2,437,642	2,534,579	2,533,565
Incentive Payments	13,530	213,571	223,939	359,194	368,804	373,973
Other Payments	(98,975)	25,000	25,000	25,000	25,000	25,000
TOTAL for 2547: Landfill Operations	2,062,336	2,484,996	2,589,455	2,821,837	2,928,383	2,932,538
2549: Construction Projects	2,256,864	1,700,911	575,000	1,390,600	0	0
2555: Prof. Services Purchased						
Engineering - Non Construction	355,098	1,159,800	598,201	608,046	618,089	628,332
Engineering - Construction	129,608	250,476	173,700	97,400	0	285,404
Environmental	605,328	963,905	850,000	600,000	0	0
Legal (Non-Litigation)	0	10,000	10,200	10,404	10,612	10,824
Outside Audit	19,669	20,000	20,400	20,808	21,224	21,649
Education Program	225,914	181,000	397,932	265,710	265,342	270,579
Temporary HHW Events	45,758	65,000	66,300	67,626	68,979	70,358
Gas System Operation	610,431	690,340	617,447	629,796	642,391	655,239
Armored Transport Service	19,401	19,789	20,184	20,588	21,000	21,420
CFD Costs	244,101	244,101	250,204	256,459	262,870	269,442
Other	43,461	44,330	45,217	46,121	47,043	47,984
TOTAL for 2555: Prof. Serv. Purchased	2,298,769	3,648,740	3,049,784	2,622,957	1,957,551	2,281,231
2556: Prof. Services - County						
LEA Charges	19,747	25,000	25,500	26,010	26,530	27,061
Counsel	42,650	50,000	51,000	52,020	53,060	54,122
Other	25,346	17,500	17,850	18,207	18,571	18,943
TOTAL for 2556: Prof Services - County	87,743	92,500	94,350	96,237	98,162	100,125
2840: Special Department Expense						
State Recycling Fees	403,085	417,110	425,996	419,966	409,565	402,873
Permit Related Fees	64,666	80,000	81,600	83,232	84,897	86,595
Bank Fees	61,431	64,121	66,170	66,791	69,771	69,423
Other	72,734	74,188	75,672	77,186	78,729	80,304
TOTAL for 2840 Spec. Dept. Expense	601,916	635,420	649,438	647,174	642,962	639,194

		2017/18	2018/19	2019/20	2020/21	2021/22	2022/23
MAJOR CONSTRUCTION PROJECTS							
	Acct. No.						
LINER PROJECTS							
Design	2555						Mod 6
CQA	2555						285,404
Construction	2549						
COVER PROJECTS							
Design	2555			Mod 5/16 Partial			
CQA	2555	17,455	20,000	48,700	97,400		
Construction	2549				1,390,600		
GAS SYSTEM							
Design	2555		125,000				
CQA	2555	78,373	29,047	100,000			
Construction	2549	2,256,864	1,250,911	500,000			
GROUND WATER MONITORING WELLS							
Design	2555						
CQA	2555						
Construction	2555						
MRF IMPROVEMENTS							
Design	4151						
CQA	4151						
Construction	4151	50,000					
Environmental Review	4151						
COMPOSTING SYSTEMS							
Design	2555	33,780					
CQA	2555		46,429				
Construction	2549		200,000				
Environmental Review	2549						
SubOx Remedition and Repair							
Design	2555		30,000				
CQA	2555			25,000			
Construction	2549			75,000			
OTHER PROJECTS							
Design	2555						
CQA	2555						
Construction	2549		250,000				
Environmental Review	2555						
Design	4451						
CQA	4451						
Construction	4451						
Environmental Review	4451						
MAJOR CONSTRUCTION PROJECT APPROPRIATIONS BY ACCOUNT							
Account 2549 - Construction Projects		2,256,864	1,700,911	575,000	1,390,600		
Account 2555 - Engineering		129,608	250,476	173,700	97,400		285,404
Account 4141 - Land Improvements		0	0				
Account 4151 - Buildings & Improvements		50,000	0				
Account 4451 - Equipment		0	0				
TOTAL		2,436,472	1,951,387	748,700	1,488,000	0	285,404

	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23
Tip Fee Summary						
Tipping Fee (\$ per ton)						
MSW	69.00	70.00	70.00	70.00	73.00	73.00
C&D	47.00	48.00	48.00	48.00	50.00	50.00
Sludge and Mixed Inerts	33.00	35.00	35.00	35.00	37.00	37.00
Green Waste	36.50	38.00	38.00	38.00	40.00	40.00
Wood Waste	26.00	27.00	27.00	27.00	28.00	28.00
Food Waste	40.00	42.00	42.00	42.00	44.00	44.00
Inerts	16.00	18.00	18.00	18.00	20.00	20.00
H2O Sludge	7.50	8.00	8.00	8.00	9.00	9.00
Roseville Recyclables	30.00	30.00	30.00	30.00	30.00	30.00
Bulk Tires	175.00	175.00	200.00	200.00	215.00	215.00
Tipping Fee (\$ per cubic yard)						
MSW	14.00	15.00	15.00	15.00	17.00	17.00
C&D	14.00	15.00	15.00	15.00	17.00	17.00
Green Waste	7.00	8.00	8.00	8.00	9.00	9.00
Wood Waste	7.00	8.00	8.00	8.00	9.00	9.00
Inerts	14.00	15.00	15.00	15.00	18.00	18.00
Tipping Fee (\$ per unit)						
Appliances	5.00	6.00	6.00	6.00	7.00	7.00
CFC Devices	30.00	32.00	32.00	32.00	35.00	35.00
Car Tires	3.00	3.25	3.50	3.50	4.00	4.00
Truck Tires	17.50	19.00	20.00	20.00	22.50	22.50
Tractor Tires	70.00	76.00	80.00	80.00	90.00	90.00
Received Quantity Summary						
MSW						
Tonnage	237,118	240,675	252,188	255,639	256,711	257,763
Yardage	100,399	101,905	106,780	108,241	108,695	109,140
C&D						
Tonnage	78,724	81,085	82,296	82,670	83,182	83,627
Yardage	38,871	40,037	40,635	40,820	41,072	41,292
Sludge and Mixed Inerts						
Tonnage	26,605	26,271	26,736	27,101	18,971	15,177
Green Waste						
Tonnage	45,540	47,362	48,071	48,693	46,953	45,213
Yardage	34,734	36,123	36,664	37,139	35,812	34,484
Wood Waste						
Tonnage	1,606	1,927	1,932	1,900	1,883	1,866
Yardage	4,728	5,674	5,688	5,593	5,545	5,493
Food Waste						
Tonnage	10,496	9,275	6,186	4,893	4,471	3,672
Inerts						
Tonnage	23,841	22,156	22,158	21,869	21,767	21,657
Yardage	13,987	14,291	14,292	14,105	14,039	13,969
Appliances						
Tonnage	9,512	9,988	10,110	10,233	10,357	10,482
CFC Devices						
Tonnage	3,687	3,871	3,918	3,966	4,014	4,063
Tires						
Car	6,161	6,469	6,548	6,628	6,709	6,790
Truck	141	148	150	152	154	156
Tractor	44	46	47	48	49	50
Bulk Tonnage	19	20	20	20	21	21
H2O Sludge						
Tonnage	1,541	1,618	1,638	1,658	1,678	1,698
Roseville Recyclables						
Tonnage	0	0	0	0	0	0

	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23
CLOSURE / POSTCLOSURE FUND						
<u>SOURCES OF FUNDS</u>						
RETAINED EARNINGS	(42,405)	347,768	0	0	0	0
R/E FOR ENCUMB.	0	0	0	0	0	0
TIPPING FEES	293,570	300,232	308,276	310,555	303,294	299,926
INTEREST REVENUE	85,767	96,116	101,808	104,945	108,124	111,271
RESERVE CANCEL - GENERAL RES.	0	0	155,480	152,526	0	135,065
TOTAL SOURCES OF FUNDS	336,932	744,116	565,564	568,026	411,418	546,262
<u>USES OF FUNDS</u>						
UNRESERVED R/E - OTHER LONG TERM	0	0	0	0	0	0
CLOSURE/POSTCLOSURE LIABILITY ADJ.	(10,836)	627,612	565,564	568,026	(24,366)	546,262
CONTRIBUTION TO GEN RESERVES	0	116,504	0	0	435,784	0
TOTAL USES OF FUNDS	(10,836)	744,116	565,564	568,026	411,418	546,262
RETAINED EARNINGS	347,768	0	0	0	0	0
C / PC RESERVE & LIABILITY ACCOUNT BALANCE						
LANDFILL CLOSURE/POSTCLOSURE LIABILITY	11,445,599	12,073,211	12,638,775	13,206,801	13,182,435	13,728,697
GENERAL RESERVE	1,118,519	1,235,023	1,079,543	927,017	1,362,801	1,227,735
TOTAL C / PC RES. & LIABILITY ACCT. BALANCE	12,564,118	13,308,234	13,718,318	14,133,818	14,545,236	14,956,432
SELF INSURANCE FUND						
<u>SOURCES OF FUNDS</u>						
RETAINED EARNINGS	(39,651)	(30,719)	0	0	0	0
R/E FOR ENCUMB.	0	0	0	0	0	0
TIPPING FEES	0	0	0	0	0	0
INTEREST REVENUE	50,246	55,372	54,796	55,215	55,638	56,063
RESERVE CANCEL - FUTURE OCC.	0	75,347	0	0	0	0
TOTAL SOURCES OF FUNDS	10,595	100,000	54,796	55,215	55,638	56,063
<u>USES OF FUNDS</u>						
PROFESSIONAL SERVICES ACCT. 2555	0	100,000	0	0	0	0
JUDGEMENTS & DAMAGES ACCT. 3925	0	0	0	0	0	0
RESERVE FOR ENCUMBRANCES	0	0	0	0	0	0
CONTRIBUTION TO RESERVES						
General Reserve	0	0	0	0	0	0
Reserve for Future Occurrences	41,314	0	54,796	55,215	55,638	56,063
INCREASES TO LIABILITY						
Claims Payable	0	0	0	0	0	0
UNRESERVED R/E-OTHER LONG TERM	0	0	0	0	0	0
TOTAL USES OF FUNDS	41,314	100,000	54,796	55,215	55,638	56,063
ENCUMBERED FUNDS						
RETAINED EARNINGS	(30,719)	0	0	0	0	0
SELF INS. RESERVE ACCOUNT BALANCES						
General Reserve	0	0	0	0	0	0
Reserve for Future Occurrences	7,238,234	7,162,887	7,217,683	7,272,898	7,328,536	7,384,599
LIABILITY ACCOUNT BALANCE						
WPWMA-Claims Payable	0	50	0	0	0	0

EXHIBIT D

WESTERN PLACER WASTE MANAGEMENT AUTHORITY TIPPING FEES EFFECTIVE JULY 1, 2018

Category	Current Fee	Proposed Fee	Change
Municipal Solid Waste	\$69.00/ton \$14.00/cy	\$70.00/ton \$15.00/cy	\$1.00/ton \$1.00/cy
Construction and Demolition Debris	\$47.00/ton \$14.00/cy	\$48.00/ton \$15.00/cy	\$1.00/ton \$1.00/cy
Sludge and Mixed Inerts ¹	\$33.00/ton	\$35.00/ton	\$2.00/ton
Commercial Food Waste	\$40.00/ton	\$42.00/ton	\$2.00/ton
Source Separated Green Waste	\$36.50/ton \$7.00/cy	\$38.00/ton \$8.00/cy	\$1.50/ton \$1.00/cy
Source Separated Wood Waste ²	\$26.00/ton \$7.00/cy	\$27.00/ton \$8.00/cy	\$1.00/ton \$1.00/cy
Inert Materials ³	\$16.00/ton \$14.00/cy	\$18.00/ton \$15.00/cy	\$2.00/ton \$1.00/cy
Water treatment plant sludge	\$7.50/ton	\$8.00/ton	\$0.50/ton
Refrigerated Appliances	\$30.00 each	\$32.00 each	\$2.00 each
Non-refrigerated Appliances	\$5.00 each	\$6.00 each	\$1.00 each
Car and light truck tires	\$3.00 each	\$3.25 each	\$0.25 each
Semi-trailer tires	\$17.50 each	\$19.00 each	\$1.50 each
Tractor tires	\$70.00 each	\$76.00 each	\$6.00 each
Euclid & Bulk tires	\$175.00/ton	\$190.00/ton	\$15.00/ton


¹ Applies to loads that qualify as Inert Materials but contain the presence of a small amount of contaminants.

² Applies to separated loads of wood, including: lumber, plywood, particleboard, and tree trunks and limbs less than 24 inches in diameter and greater than 1 inch in diameter. Loads can contain no more than 1% of contaminants. Contaminants include treated or painted wood.

³ Applies to separated loads of dirt, rock, asphalt and concrete if free from rebar or mesh and broken into pieces less than 2' x 2' x 4".

PAGE INTENTIONALLY LEFT BLANK

**MEMORANDUM
WESTERN PLACER WASTE MANAGEMENT AUTHORITY**

TO: **WPWMA BOARD OF DIRECTORS** DATE: **OCTOBER 11, 2018**
FROM: **KEN GREHM / KEITH SCHMIDT** 
SUBJECT: **FOURTH AMENDMENT TO THE CORNERSTONE AGREEMENT FOR
LANDFILL GAS OPERATION AND MAINTENANCE SERVICES**

RECOMMENDED ACTION:

Authorize the Chair to sign the Fourth Amendment to the Agreement with Cornerstone Environmental Group, LLC (Cornerstone) for operation and maintenance of the landfill gas (LFG) collection system for an amount not to exceed \$185,000, increasing the total not-to-exceed cost of the Agreement to \$1,549,032.

BACKGROUND:

Since 2008, the WPWMA has retained Cornerstone for operation, maintenance and reporting of the LFG, condensate recovery, and leachate collection and control systems. The scope of work is based on standard industry protocols as well as site-specific needs to minimize LFG emissions and associated odors while providing stable LFG delivery to Energy 2001. The Agreement is structured on a time-and-materials basis to allow Cornerstone flexibility in coordinating with multiple supplementary WPWMA contracts affecting LFG system operations, including the landfill operations contract with Nortech, WPWMA construction contracts, LFG system construction contracts, and the lease agreement with Energy 2001. These coordination efforts are often difficult to accurately predict, frequently resulting in the need for increased effort to ensure uninterrupted services.

Based on current expenditures and anticipated work, staff recommends augmenting the task budgets by \$185,000 to ensure a consistent level of service through the remainder of calendar year 2018. Additional funding will allow Cornerstone to continue performing increased monitoring and adjustment of the wellfield to maintain stable flows, manage emissions and associated odors, conduct minor system improvements, and perform additional regulatory reporting as necessary. The proposed Fourth Amendment also provides additional funding for Cornerstone to continue operating the recently constructed flare and coordinating with the flare manufacturer and construction contractor as they continue to make adjustments to the flare system.

Staff has initiated the process for negotiating a new agreement for calendar year 2019 services. The WPWMA issued a Request for Proposals on August 28, 2018. Of the fifty firms that accessed the RFP, three attended the non-mandatory job walk and two submitted proposals on September 28, 2018. Proposals are being evaluated by a review panel and staff intends to return to your Board for consideration of a new agreement at the December meeting.

ENVIRONMENTAL CLEARANCE:

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

FISCAL IMPACT:

The total cost of providing the additional services identified in the proposed Fourth Amendment is \$185,000, which would bring the total 2-year cost of the Agreement to \$1,549,032. The FY 2018/19 Final Budget included as Item 10a of this Agenda includes funding to cover this additional cost.

ATTACHMENT: FOURTH AMENDMENT

ADMINISTRATING AGENCY: Western Placer Waste Management Authority

AGREEMENT NO.: 45183

DESCRIPTION: Fourth Amendment to the Landfill Gas Operations, Monitoring and Maintenance Services Agreement at the Western Regional Sanitary Landfill

This Fourth Amendment is made to be effective as of, from and after the day of _____, 2018, and between the **WESTERN PLACER WASTE MANAGEMENT AUTHORITY**, a Joint Powers Authority (hereinafter referred to as the "WPWMA"), and **CORNERSTONE ENVIRONMENTAL GROUP, LLC** (hereinafter referred to as the "Consultant").

RECITALS

1. The WPWMA and Consultant have entered into that certain "Landfill Gas Operations, Monitoring and Maintenance Services Agreement" as of February 24, 2017, which was amended previously by the First Amendment as of September 14, 2017, the Second Amendment as of December 22, 2017, and the Third Amendment as of May 10, 2018 (hereinafter referred to as the "Agreement").
2. The Agreement is generally structured on a time-and-materials basis to allow Cornerstone flexibility in interacting with multiple supplementary WPWMA contracts and unforeseen events affecting landfill gas (LFG) system operations.
3. Additional maintenance and continued adjustments of the WPWMA recently constructed LFG flare, response to the Module 16 final cover system repair project, additional repairs to dual extraction LFG wells, response to odor notifications, additional LFG well adjustments, system modifications, and related reporting requirements have all resulted in the need for additional time and materials than what was budgeted for in the Agreement.
4. The WPWMA acknowledges that it has asked Consultant to perform such services as they are needed, in a responsive and responsible manner, to control LFG migration and emissions for the protection of the public. Such additional work has been billed according to the Agreement to the project tasks that most closely describe the work.
5. The WPWMA and Consultant acknowledge that, with this Fourth Amendment, the total cost of the Agreement shall increase to a not to exceed amount of One Million Five Hundred Forty Nine Thousand Thirty Two Dollars (\$1,549,032).
6. The WPWMA and Consultant desire to amend the Agreement to reflect the revised understanding between the parties as set forth below. All references in this Fourth Amendment to a Section, to an Appendix, or to an Exhibit shall refer to that Section or Exhibit of the Agreement, and all terms defined in the Agreement shall have the same meaning herein.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The last sentence in item 2. **Payment**, shall be replaced with the following sentence:
"The total amount payable for all services provided under this Agreement, including Additional Services, shall not exceed One Million Five Hundred Forty Nine Thousand Thirty Two Dollars (\$1,549,032) without the prior written approval of the WPWMA."
2. Exhibit B.3 shall be deleted and Exhibit B.4 attached hereto are substituted therefore.

Except as expressly provided in this Fourth Amendment, the Agreement shall remain unchanged and in full force and effect. After this Fourth Amendment is duly executed and

delivered by WPWMA and Consultant, this Fourth Amendment shall be and constitute an integral part of the Agreement.

WPWMA: Western Placer Waste Management Authority
Attn: Keith Schmidt, PE
11476 "C" Avenue
Auburn, CA 95603
Phone: (916) 543-3986
Fax: (916) 543-3990

CONSULTANT: Cornerstone Environmental Group, LLC
Attn: Paul Stout, PE
7600 Dublin Blvd. Ste. 200
Dublin, CA 94568
Phone: (630) 633-5822
Fax: (630) 560-9879

REMIT TO: Cornerstone Environmental Group, LLC
100 Crystal Run Road, Ste. 101
Middletown, NY 10941
Phone: (845) 695-0207
Fax: (845) 692-5894

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

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

WESTERN PLACER WASTE MANAGEMENT AUTHORITY

By: _____ Date: _____

Chair, Western Placer Waste Management Authority

CORNERSTONE ENVIRONMENTAL GROUP, CONSULTANT

By: _____

Paul Stout, West Region Vice President

By: _____

Ken Karl, President, Chief Operating Officer

Approved as to Form:

By: _____

WPWMA Counsel

EXHIBIT B.4

PAYMENT FOR SERVICES RENDERED

Payment to Consultant shall be made by the WPWMA on an hourly basis in accordance with the schedule listed in Exhibit B-1 and subject to the task budgets listed in Table 1.4.

Consultant shall submit invoices monthly for work performed. Such invoices shall describe in detail the work and work hours performed, the person(s) performing the work, his/her hourly rate, and the expenses and invoices for which a reimbursement is claimed. The invoices shall also include a spreadsheet that shows task budgets, charges by task for the current invoice, cumulative charges to date by task, and percent of budget remaining by task. Hourly time shall be stated in increments of no less than one-quarter (1/4) of an hour.

Provided the work has been satisfactorily performed, the WPWMA shall pay invoices within thirty (30) days after approval of the invoice. Consultant shall provide such additional information as the WPWMA may request to verify any of the amounts claimed for payment in any invoice. Consultant shall not exceed the individual task budgets set forth in Table 1.4. Such task budgets may be formally amended by written agreement of Consultant and the Executive Director of the WPWMA. The total amount payable for all services provided under this Agreement shall not exceed One Million Five Hundred Forty Nine Thousand Thirty Two Dollars (\$1,549,032).

Table 1.4: Not-to-Exceed Task Budgets

Task	Task Description	Original Budget	Fourth Amendment	Amended Budget
1	Routine GCCS Operation, Monitoring & Maintenance			
1A	Within the Blower/Flare Station	\$124,806.69	\$20,000.00	\$144,806.69
1B	Outside the Blower/Flare Station	\$309,275.86	\$114,000.00	\$414,275.86
2	Routine LCRS Operation, Monitoring & Maintenance			
		\$162,020.67		\$162,020.67
3	Reporting			
3A	Biweekly Reporting	\$23,979.50	\$5,000.00	\$28,979.50
3B	Monthly Reporting	\$72,438.51	\$21,100.00	\$93,438.51
3C	Quarterly Reporting	\$30,063.50		\$30,063.50
3D	Semi-Annual Reporting	\$16,263.75		\$16,263.75
4	Flare Source Testing			
		\$8,000.00		\$8,000.00
5	Emergency or Non-Routine Work			
5A	Response for the Authority	\$252,045.50	\$100,200.00	\$275,045.50
5B	Response for the Landfill Gas-to-Energy Plant	\$36,902.50		\$36,902.50
5C	Response for the Landfill Operator	\$19,086.41		\$19,086.41
5D	Response for Subsurface Oxidation Event	\$35,321.25	\$4,000.00	\$39,321.25
6	Annual Well Design, Bid, Build			
6A	Design/Bid	\$0.00	(-\$6,700.00)	\$0.00
6B	Build	\$0.00	(-\$62,000.00)	\$0.00
6C	Construction Management and Quality Assurance	\$2,541.25	(-\$8,500.00)	\$2,541.25
7	Spare Parts / Consumables			
		\$72,690.48	\$7,000.00	\$79,690.48
8	General Engineering Services			
		\$10,900.00	(-\$9,100.00)	\$10,900.00
9	Well Condition Assessment			
		\$23,471.13		\$23,471.13
10	Leachate Sump Pump Upgrades			
		\$114,225.00		\$114,225.00
11	Landfill Gas Well Dewatering			
		\$50,000.00		\$50,000.00
TOTAL CONTRACT AMOUNT		\$1,364,032.00	\$185,000.00	\$1,549,032.00