



**MEMORANDUM**  
**DEPARTMENT OF PUBLIC WORKS**  
**ENVIRONMENTAL ENGINEERING DIVISION**  
County of Placer

**TO:** Honorable Board of Supervisors **DATE:** March 22, 2022  
**FROM:** Ken Grehm, Director of Public Works  
**BY:** Christina Hanson, Senior Planner  
**SUBJECT:** Western Placer Waste Management Authority Flow Commitment Agreement

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**ACTION REQUESTED**

Approve the delivery of solid waste to the Western Placer Waste Management Authority (WPWMA) and authorize the County Executive Officer, or designee, to negotiate and execute an Agreement between the County and the WPWMA regarding the delivery of solid waste contingent on a tiered pricing structure for municipal solid waste tipping fees ranging from \$88 to \$103 per ton for the first year, subject to County Counsel and Risk Management concurrence.

**BACKGROUND**

Placer County is a Member of the Western Placer Waste Management Authority (WPWMA). The WPWMA has determined that an expansion to their Materials Recovery Facility (Facility) is needed to support anticipated growth in western Placer County and comply with waste diversion goals required by the CalRecycle Short-Lived Climate Pollutants: Organic Waste Reductions regulations, California Code of Regulations Title 14, Division 7, Chapter 3 et seq. ("SB 1383") and the California Green Building Standards Code, California Code of Regulations Title 24, Part 11 et seq. ("CalGreen").

The WPWMA has determined that, to assure the successful and cost-effective construction and operation of the expanded Facility, it will be necessary to obtain long-term contractual commitments from its Member Agencies ensuring that waste generated within their jurisdictions will be delivered to the Facility. The County, as a Member Agency, and recognizing the importance of assured solid waste flows to the successful long-term operation of the Facility, has executed substantially similar agreements in the past to support previous expansions.

The term of this Agreement would commence immediately upon execution by the Parties and shall expire no earlier than one (1) year after full repayment of all financing mechanisms obtained by the WPWMA, or by others on behalf of the WPWMA, for the purposes of modifying the Facility.

At this time, not all WPWMA Member Agencies have executed flow commitment agreements. Since the tipping fee structure is based on the amount of tonnage committed to the Facility, should the City of Roseville choose not to execute a flow commitment agreement, or alter their collection programs, tipping fees will be affected. For example, should all member agencies enter into agreements with WPWMA and retain the One Big Bin model, the municipal solid waste (MSW) tipping fee for the first year (increasing incrementally on an annual basis) would

be \$88 per ton. Without an agreement with the City of Roseville, MSW rates could be \$103 per ton for the first year. Rates could vary somewhere in between depending on changes to collection systems.

Therefore, staff recommends your Board authorize the County Executive Officer, or designee, to negotiate and execute a flow commitment agreement with the WPWMA contingent on: (1) all member agencies adopting flow commitment agreements; or (2) all members adopting flow commitment agreements with the exception of the City of Roseville; and (3) a tiered pricing structure in which MSW tipping fees would not exceed \$103 for the first year.

### **ENVIRONMENTAL IMPACT**

The approval of the Agreement is not considered a "Project" under the California Environmental Quality Act (CEQA) pursuant to CEQA section 15378 (a) and (b)(5) because it is an administrative action that does not result in any direct or physical change in the environment.

### **FISCAL IMPACT**

The signing of the agreement will result in no fiscal impact to the Environmental Engineering Division of the Department of Public Works.

### **ATTACHMENTS**

Draft Agreement

**AGREEMENT FOR DELIVERY OF SOLID WASTE BETWEEN  
THE WESTERN PLACER WASTE MANAGEMENT AUTHORITY AND  
THE COUNTY OF PLACER**

**THIS AGREEMENT** is made as of \_\_\_\_\_ 2022 by and between the **WESTERN PLACER WASTE MANAGEMENT AUTHORITY** (the "WPWMA") and the **COUNTY OF PLACER** (the "County").

**RECITALS**

1. The WPWMA is a public entity organized pursuant to California Government Code Sections 6500 et seq. for the purpose of constructing, operating, and maintaining a materials recovery facility including an organics management facility, and sanitary landfill and related facilities; and
2. The WPWMA owns and operates the Western Regional Sanitary Landfill (the "Landfill") and the Western Placer Materials Recovery Facility (the "Materials Recovery Facility"). Collectively, the Landfill and Materials Recovery Facility are referred to as the "Facility"; and
3. The members of the WPWMA are the City of Roseville, City of Lincoln, City of Rocklin, and County of Placer (collectively, the "Member Agencies"); and
4. The WPWMA, in order to assist its Member Agencies in achieving the Solid Waste diversion goals required by the California Integrated Waste Management Act of 1989, Public Resources Code Section 40000 et seq., (the "Act"), has constructed a Materials Recovery Facility whose functions include the recovery and subsequent marketing of Recyclable Materials such as paper, cardboard, yard and green wastes, wood, glass, metals and plastics, thereby diverting them from land disposal; and
5. An expansion to the Materials Recovery Facility is needed in order to handle anticipated growth Solid Waste diversion goals required by the CalRecycle Short-lived Climate Pollutants: Organic Waste Reductions regulations, California Code of Regulations Title 14, Division 7, Chapter 3 et seq. ("SB1383") and the California Green Building Standards Code, California Code of Regulations Title 24, Part 11 et seq ("CalGreen"); and
6. The WPWMA has determined that, in order to assure the successful and cost-effective operation of the expanded Materials Recovery Facility, it will be necessary to obtain additional long-term contractual commitments from its Member Agencies and other municipalities now using the Facility, that Solid Waste generated within their respective jurisdictions will be delivered to the Facility; and
7. The County wishes to support the WPWMA's efforts to expand the Materials Recovery Facility and recognizes the interrelationship between the assurance of Solid Waste flow (both in terms of quantity and composition) and the successful operation of the Facility.

Now, therefore, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the Parties agree as follows:

**1. TERM**

The term of this Agreement shall commence immediately upon execution by the Parties and shall expire no earlier than one (1) year after full repayment of all financing mechanisms obtained by the WPWMA, or by others on behalf of the WPWMA, for the purposes of modifying the Materials Recovery Facility. This Agreement will remain in full force and effect regardless of whether the County continues to be a member of the WPWMA.

**2. MODIFICATION OF THE MATERIALS RECOVERY FACILITY**

The WPWMA shall, provided it receives assurances of Solid Waste deliveries of the type contemplated in Section 1 from its Member Agencies and other Authorized Users of the Facility sufficient in the WPWMA's sole judgment to successfully and economically operate the Facility, diligently pursue expansion of the Materials Recovery Facility in a manner generally consistent with Request For Proposals 20123, entitled " Material Recovery, Organics Processing, and C&D Debris Recovery Facilities Conceptual Designs and Operational Services".

**3. DELIVERY OF SOLID WASTE**

The County shall deliver, or cause to be delivered, to the Facility all Solid Waste collected within the geographic jurisdiction of the County by 1) County-operated programs and 2) any franchise or other contractual agreements between the County and a Solid Waste Enterprise. All Solid Waste so collected shall be delivered to the Facility without any Processing after having been collected, except as provided for herein.

If, in the future, the County elects to replace the County-operated Solid Waste collection program, in whole or in part, with a program operated by a Solid Waste Enterprise, it shall require such Solid Waste Enterprise to continue to deliver, Unprocessed, all Solid Waste collected to the Facility for the Term of this Agreement.

**4. RECYCLING AND RECYCLABLE MATERIALS**

The Parties recognize that assurances of the delivery of minimum quantities of Solid Waste, with a stable portion thereof representing materials with recyclable value, is essential in order (a) to design an expansion to the Materials Recovery Facility and (b) to structure the economic terms of an agreement for its construction and operation by third parties favorable to the WPWMA and, therefore, to its Member Agencies.

The Parties also recognize, however, that Member Agencies may have to conduct, or authorize, source reduction and recycling activities in addition to those conducted by the WPWMA at the Facility to meet the requirements of the Act, SB 1383 and/or CalGreen. For that reason, it is not the intent of this Agreement to preclude all such source reduction or recycling activities by the

County but rather to require that such activities be consistent with the terms of this Agreement.

In light of these considerations, the Parties agree:

- A. The County shall not initiate additional County-operated or authorized Recycling programs which would have the effect of diverting Solid Waste from the Facility or of reducing the amount of Recyclable Materials in the Solid Waste delivered to the Facility from within the County, except with the prior written consent of the WPWMA. For purposes of this Agreement, the phrase "additional County-operated or authorized Recycling programs" shall mean any Solid Waste Recycling program or activity not currently operated, approved, or authorized by the County within its boundaries as of the effective date of this Agreement which the County may hereafter operate, approve, permit, franchise, or authorize. The WPWMA may in its sole discretion withhold its consent to the County's engaging in a new Recycling program unless the County demonstrates to the WPWMA's sole satisfaction that such a program is necessary in order for the County to comply with the Act, SB 1383 and/or CalGreen, that the goals of such program cannot be achieved by the County's continued use of the Facility, and that such a program will not materially interfere with the WPWMA's successful and/or economic operation of the Facility.

This section is not intended to apply to programs conducted by County employees in which materials generated in construction and maintenance of County roads and other County-owned property (such as asphalt, concrete, dirt, and wood trimmings) are Recycled and reused. The County shall have sole discretion and responsibility for marketing materials collected through County-operated or authorized Recycling programs.

- B. The County shall not authorize, through provisions in a franchise or contract, any Solid Waste Enterprise to engage in the recovery of Recyclable Materials from the County waste stream prior to delivery to the Facility without the prior written consent of the WPWMA. If the WPWMA gives such written consent but thereafter, if the WPWMA's Board of Directors finds, at a public meeting and on the basis of a staff report, that any such recovery program by County-franchised Solid Waste Enterprises is materially interfering with the WPWMA's ability to successfully and/or economically operate its Facility, WPWMA may give notice of such finding to the County, requesting that the County take action to prohibit or regulate such programs. Upon receipt of a notice containing such a finding and request, the County shall promptly, and to the extent that it determines it has legal authority to do so, modify franchise provisions so as to prohibit such recovery program or to require that materials recovered by such Solid Waste Enterprises be delivered to the Facility without further Processing.

## **5. POWERS OF WPWMA**

The County agrees that the WPWMA has the power and duty to establish rules and regulations for the use of its Facility including, but not limited to:

- A. Fees for the use of the Facility, including the right to refuse entry to the Facility to vehicles of persons to whom credit has been extended who are delinquent in payment.
- B. Restrictions or prohibitions on entry to the Facility to vehicles of persons which are violating obligations of their franchise, contract, license, permit or other authorization from the County, after written notification and action by the WPWMA's Board of Directors authorizing enforcement of such restrictions.
- C. Determinations of the types of materials which will be accepted for Processing at the Materials Recovery Facility and those which will be delivered directly to the Landfill for disposal.
- D. Restrictions and/or prohibitions on the delivery of hazardous waste, medical wastes, designated wastes, and other Solid Wastes which may not, under applicable laws, regulations and permits, be accepted for Processing at the Materials Recovery Facility or disposal of at the Landfill.

## **6. REGULATION OF WASTE BY COUNTY**

The WPWMA recognizes that the County has limited ability to control the presence of small quantities of Household Hazardous Wastes in the Solid Waste placed for delivery by residents and businesses and collected by the County or Solid Waste Enterprises. The WPWMA acknowledges that the County cannot and does not guarantee that no Household Hazardous Wastes will be delivered by Solid Waste Enterprises and/or members of the public to the Facility.

The County, in turn, recognizes that the cost of operating the Facility will depend, in part, on the effectiveness of programs implemented by the County, the other Member Agencies and the Authorized Users to minimize the presence of Household Hazardous Waste in the residential/commercial Solid Waste stream.

The County has adopted programs and policies designed to exclude the introduction of Household Hazardous Waste into the Solid Waste stream and thus its delivery to the Facility. The County shall maintain these programs and policies in effect and shall use good faith efforts to implement them, to enforce their use by Solid Waste Enterprises operating under a franchise, contract, license, permit or other authorization from the County, and to encourage their use by County residents. The County will likewise encourage its residents to use the WPWMA's Household Hazardous Waste programs.

## **7. REVENUES FROM SALE OF RECYCLE MATERIALS**

In order to facilitate the WPWMA's redevelopment of a Facility, the County hereby relinquishes, waives, and abandons for the term of this Agreement any claim it may now have or may in the future have to any portion of the revenues received by the operator of the Facility and/or the WPWMA from the sale or other disposition of materials (whether source-separated or recovered through on-site Processing) delivered to the Facility.

## 8. **NOTICE**

Any notice required by or allowed under this Agreement shall be in writing and delivered to the parties by deposit in the United States mail, postage prepaid, certified mail, addressed as follows:

If to the WPWMA:       Western Placer Waste Management Authority  
                                  3013 Fiddymont Road  
                                  Roseville, CA 95747  
                                  Attn: Executive Director

If to the County:       County of Placer  
                                  1765 Fulweiler Avenue  
                                  Auburn, CA 95603  
                                  Attn: County Executive Officer

Either party may change the address to which notices to it are to be sent.

## 9. **EXHIBITS**

All exhibits are attached hereto and are incorporated herein by this reference.

## 10. **AMENDMENTS**

This Agreement may only be amended by a writing signed by both Parties.

## 11. **DEFINITIONS**

The following terms shall have the following meanings unless the context clearly requires otherwise:

- A. **Authorized Users**: means the cities of Auburn, Colfax, and Loomis.
- B. **County**: means the County of Placer.
- C. **Disposal**: means the management of Solid Waste through landfilling or transformation at permitted Solid Waste facilities.
- D. **Facility**: means the Materials Recovery Facility and Landfill, collectively.
- E. **Household Hazardous Waste**: means waste which meets the definition of Hazardous Waste, but which is of residential origin and exempt from the Resource Conservation and Recovery Act. Household Hazardous Waste includes "Universal Waste" as that phrase is defined in the California Code of Regulations, Division 4.5, Chapter 23.
- F. **Landfill**: means the Western Regional Sanitary Landfill.
- G. **Materials Recovery Facility**: means the WPWMA's municipal Solid Waste Processing area, construction and demolition debris processing area, organics processing and composting area, self haul material drop-off area, scalehouse complexes and all related and supporting infrastructure.
- H. **Member Agencies**: means the City of Roseville, City of Rocklin, City of Lincoln and the County of Placer.

- I. **Person**: means an individual, firm, association, co-partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever.
- J. **Processing**: means the reduction, separation, recovery, conversion or recycling of Solid Waste.
- K. **Recycle; Recycling**: means the process of collecting, sorting, cleaning, treating and reconstituting materials that would otherwise become Solid Waste and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.
- L. **Recyclable Materials**: means materials contained in the Solid Waste stream that can be Recycled after recovery through source-separation and collection or through Processing at a central facility for mixed materials.
- M. **Solid Waste**: means all putrescible and nonputrescible solid, semisolid and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition, and construction wastes, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, vegetable, or animal solid and semi-solid wastes and other discarded solid and semi-solid wastes.

Solid Waste includes recyclable materials, and mixed recyclables, which have been discarded or otherwise set aside for collection by the generator thereof.

Solid Waste does not include:

- (1) hazardous wastes or low level radioactive waste regulated under Sections 25800 et seq. of the Health and Safety Code;
  - (2) medical waste which is regulated under Sections 25015 et seq. of the Health and Safety Code;
  - (3) abandoned vehicles and parts thereof.
- N. **Solid Waste Enterprise**: means any individual, partnership, joint venture, unincorporated private organization, private corporation, public agency or other person which is regularly engaged in the business of providing Solid Waste Handling services.
  - O. **Solid Waste Handling**: means the collection, transformation, storage, transfer, or processing of Solid Waste.
  - P. **Source-Separation**: means the segregation, by the waste generator, of materials designated for separate collection for some form of materials recovery or special handling.
  - Q. **Transformation**: means incineration, pyrolysis, distillation, gasification or biological conversion other than composting.
  - R. **Unprocessed**: means without having undergone Processing.
  - S. **WPWMA**: means the Western Placer Waste Management Authority.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

WESTERN PLACER WASTE  
MANAGEMENT AUTHORITY

County of Placer

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

By: \_\_\_\_\_  
County Executive Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
WPWMA Counsel

\_\_\_\_\_  
County Counsel

DRAFT

