

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

**THIS AGREEMENT** is made as of \_\_\_\_\_ 2022 by and between the **WESTERN PLACER WASTE MANAGEMENT AUTHORITY** (the “WPWMA”) and the **CITY OF ROCKLIN** (the “City”).

**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 City 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 City 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 City shall deliver, or cause to be delivered, to the Facility all Solid Waste collected within the geographic jurisdiction of the City by 1) City-operated programs and 2) any franchise or other contractual agreements between the City 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 City elects to replace the City-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

City 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 City shall not initiate additional City-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 City, except with the prior written consent of the WPWMA. For purposes of this Agreement, the phrase "additional City-operated or authorized Recycling programs" shall mean any Solid Waste Recycling program or activity not currently operated, approved, or authorized by the City within its boundaries as of the effective date of this Agreement which the City may hereafter operate, approve, permit, franchise, or authorize. The WPWMA may in its sole discretion withhold its consent to the City's engaging in a new Recycling program unless the City demonstrates to the WPWMA's sole satisfaction that such a program is necessary in order for the City to comply with the Act, SB 1383 and/or CalGreen, that the goals of such program cannot be achieved by the City'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 City employees in which materials generated in construction and maintenance of City roads and other City-owned property (such as asphalt, concrete, dirt, and wood trimmings) are Recycled and reused. The City shall have sole discretion and responsibility for marketing materials collected through City-operated or authorized Recycling programs.

- B. The City shall not authorize, through provisions in a franchise or contract, any Solid Waste Enterprise to engage in the recovery of Recyclable Materials from the City 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 City-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 City, requesting that the City take action to prohibit or regulate such programs. Upon receipt of a notice containing such a finding and request, the City 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 City 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 City, 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 CITY**

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

The City 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 City 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 City, and to encourage their use by City residents. The City 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 City 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 City:         City of Rocklin  
                                  3970 Rocklin Road  
                                  Rocklin, CA 95677  
                                  Attn: City Manager

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. **City**: means the City of Rocklin.
- 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

CITY OF ROCKLIN

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

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

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

\_\_\_\_\_  
City Attorney