



## FREMONT COUNTY SOLID WASTE DISPOSAL DISTRICT

Member of Wyoming Solid Waste and Recycling Association (WSWRA)

P.O. Box 1400  
Lander, WY 82520  
telephone 307.332.7040  
fax 307.332.5013  
trashmatters.org

### MEETING AGENDA

FREMONT COUNTY SOLID WASTE DISPOSAL DISTRICT

BOARD OF DIRECTORS – REGULAR MEETING

June 20, 2022 - 9:30 a.m.

#### 1. **PRELIMINARY ITEMS:**

- a. Pledge of Allegiance
- b. Roll Call: Michael Adams, Steve Baumann, Mandy Rose, Rick Klaproth, Mark Moxley, Rob Dolcater, Rod Haper, Jennifer Lamb, and Robert Townsend
- c. Declaration of Quorum
- d. Approval of Agenda (*Discussion and Formal Action*)
- e. Public Comment / Communication from the Floor

#### 2. **CONSENT ITEMS:**

- a. Approval of the Meeting Minutes
  - i. May 2022 – Regularly Scheduled
- b. Approval of the Accounts Payable
  - i. May 2022
- c. Acceptance of Consultants and Agreement Reports
  - i. Trihydro Corporation
  - ii. Burns and McDonnell
  - iii. Wind River Inter-Tribal Solid Waste – *no report submitted*
- d. Acceptance of Staff Reports
  - i. Superintendent Report

#### 3. **BUSINESS ITEMS:**

- a. Scale Facility Project – Burns and McDonnell Recommendation (*Discussion and Formal Action*)
- b. Fiscal Year 2022-23 Task Order Requests (*Discussion and Formal Action*)
  - ii. Trihydro Corporation
    1. Task Order No. 10-032: Environmental Monitoring Services – not-to-exceed \$93,157  
  
Prior year cost was \$134,524. The prior year included the Tier II field work for our Title V air quality permit that caused the larger cost. This task order will include the groundwater and methane monitoring at the Lander, Sand Draw, Dubois, and Shoshoni Landfills, lab coordination, data validation, and reporting.
    2. Task Order No. 10-033: Technical Assistance – not-to-exceed \$24,850  
  
Prior year cost was \$24,850. This task order provides technical assistance to the District, including but not limited to developing drawings, review of data, regulatory discussions, board meeting updates, etc.
  - iii. Burns and McDonnell
    1. Agreement for Env. Services  
  
This is the typical renewal of our agreement with them that identifies their rate structure. This does include an average 4% increase.

2. Authorization No. 33: Capacity Audits – not-to-exceed \$30,400

Prior year cost was \$29,200. This task order will include one topographic survey, airspace consumption evaluation, airspace utilization factor (waste density), project remaining landfill life, calculate the soil balance through the remainder of the site's life, and develop the closure and post-closure expenses for the Lander, Sand Draw, and Dubois landfills.

3. Authorization No. 34: Technical Assistance – not-to-exceed \$25,000

Prior year cost was \$20,000. The increase was at the request of the District to allow for additional support as needed. This task order provides technical assistance to the District, including but not limited to developing drawings, interim airspace utilization factor calcs, operational guidance, and board meeting updates.

4. Authorization No. 35: CIP Model Review and Update – not-to-exceed \$18,250

Prior year cost was \$15,000. The prior year cost was lower due to the overlapping services within the Strategic Planning project. This task order will include an annual review of past, current, and future capital expenses and all revenues, update the model, evaluate the District's disposal rates, and present the model.

5. Authorization No. 36: Surveying and Staking – not-to-exceed \$12,000

Prior year cost was \$12,000. This task order will provide on-call surveying and staking work.

iv. SLB, Inc.

1. Engagement Letter: Financial Reviews and Audit Assistance – not-to-exceed \$30,000

Prior year cost was \$30,000. No changes in the rate structure.

**3. NEW BUSINESS**

**4. CLOSING ITEMS:**

- a. Upcoming Meeting(s):
  - i. The next Regularly Scheduled Meeting(s): July 18, 2022, at 9:30 a.m.
- b. Call for Adjournment



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FREMONT COUNTY SOLID WASTE DISPOSAL DISTRICT

### Minutes of Regular Board Meeting

May 16, 2022

#### 1. PRELIMINARY ITEMS:

a. – c. The regular meeting of the Fremont County Solid Waste Disposal District Board of Directors was held on the above date and called to order by CHAIRMAN MOXLEY at 9:30am. CHAIRMAN MOXLEY then led the Pledge of Allegiance and declared that there was a quorum of the Board with the following people in attendance:

<u>Board Members:</u>	Robert Townsend, Normandy Rose, Jen Lamb, Mark Moxley, Rob Dolcater, Rod Haper, Michael Adams and Rick Klaproth
<u>Excused Member(s):</u>	Jen Lamb
<u>Unexcused Member(s):</u>	<i>no unexcused members</i>
<u>Commissioner Liaison:</u>	<i>Mike Jones excused</i>
<u>Community Liaisons:</u>	Kyle Larson (City of Riverton)
<u>Attorney:</u>	Rick Sollars
<u>Staff:</u>	Superintendent Andy Frey
<u>Consultant(s):</u>	Susan Brodie (SLB, Inc.)
<u>Guest(s):</u>	<i>no guests</i>

#### d. **Approval of Agenda**

RICK KLAPROTH made a motion to approve the consent agenda as presented. MIKE ADAMS seconded the motion.  
**MOTION CARRIED**

#### e. **Public Comment/Communication from the Floor**

CHAIRMAN MOXLEY opened the floor to public comment. Hearing no public comment, the public comment was closed.

#### 2. CONSENT ITEMS:

##### a. **Approval of Prior Meeting Minutes**

- i. April Regular Meeting - 2022
- j. May Special Meeting - 2022

##### b. **Approval of Accounts Payable**

- i. April 2022 Invoices

##### c. **Acceptance of Consultants Reports:**

- i. Trihydro Corporation – Progress Report
- ii. Burns and McDonnell – Progress Report
- iii. Wind River Indian Reservation Inter-Tribal Solid Waste Program – No Report Submitted

##### d. **Acceptance of Staff Reports:**

- i. Superintendent Report

#### 3. BUSINESS ITEMS:

##### a. **Draft – Fiscal Year 2022-23 Annual Operating Budget (*Discussion*)**

Superintendent Frey reviewed the draft budget highlights, budget message, and each line item.

**Discussion(s):** 1. Fuel price rate used within the budget. Ensure adequate allocations due to the variability of the commodity. (2.) Inflationary and supply chain impacts on the current and draft budget. (3.) Utility rate cost fluctuation. (4.) Closure/Post-Closure/Future Development reserve balance.

BOB TOWNSEND made a motion to approve the Draft Fiscal Year 2022-23 Annual Operating Budget as presented. RICK KLAPROTH seconded the motion. **MOTION CARRIED**

**b. Scrap Metal Processing Contract Renewal (*Discussion and Formal Action*)**

Superintendent Frey presented to the Board a renewal proposal from Pacific Steel to renew the existing contract for one more year as allowed by the agreement. This is the last renewal opportunity prior to opening the contract up to bids. Pacific Steel proposed \$83 per ton. The prior year renewal included a rate of \$78 per ton, and the initial award two years prior was \$46 per ton.

MIKE ADAMS made a motion to approve the renewal request from Pacific Steel for one year at a rate of \$83 per ton. VICE-CHAIRMAN DOLCATER seconded the motion. **MOTION CARRIED**

**4. NEW BUSINESS – *no new business was presented***

**5. CALL FOR ADJOURNMENT**

MIKE ADAMS made a motion to adjourn the meeting at 10:29am. VICE-CHAIRMAN DOLCATER seconded the motion. **MOTION CARRIED**

**6. UPCOMING MEETING(S):**

- a. The next Regularly Scheduled Meeting: June 20, 2022, at 9:30 a.m.**

Respectfully submitted by,

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Andrew Frey, P.E.  
Superintendent of Operations  
Fremont County Solid Waste Disposal District

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Mark Moxley  
Board of Director's Chairman  
Fremont County Solid Waste Disposal District

Fremont County Solid Waste Disposal District  
**Balance Sheet**  
As of May 31, 2022

	May 31, 22
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
122105 · Petty Cash	300.00
122106 · Transfer Station Cash	400.00
122107 · Scale House Cash	1,600.00
123110 · CB&T Checking	73,356.40
123115 · Edward Jones Investments	
123115a · Edward Jones-Federal Bonds	8,363,083.31
123115 · Edward Jones Investments - O...	1,707.99
<b>Total 123115 · Edward Jones Investments</b>	8,364,791.30
123120 · Bank of Jackson Hole	192,794.59
123130 · Wyo Star	1,182,507.81
123132 · Wyo Star II	10,970,067.08
123134 · Wyoming Community Bank	851,404.96
<b>Total Checking/Savings</b>	21,637,222.14
<b>Accounts Receivable</b>	226,941.78
<b>Other Current Assets</b>	19,161.44
<b>Total Current Assets</b>	21,883,325.36
<b>TOTAL ASSETS</b>	<b>21,883,325.36</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	119,321.65
<b>Total Liabilities</b>	119,321.65
<b>Equity</b>	
32000 · Unrestricted Net Assets	2,617,228.59
380860 · Cash Reserve	750,000.00
380970 · Closure/Post-Closure Reserve	18,155,822.00
<b>Net Income</b>	240,953.12
<b>Total Equity</b>	21,764,003.71
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>21,883,325.36</b>



## memorandum

**To:** Andy Frey, P.E., Superintendent, Fremont County SWDD  
**From:** Scott Lee, P.E.  
**cc:** Fremont County SWDD Board  
**Date:** June 13, 2022  
**Re:** Project Updates for June 20, 2022 Board Meeting

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The following information is provided to update the Board of the Fremont County Solid Waste Disposal District (District) regarding the status of various projects that are being managed by Trihydro Corporation (Trihydro), and associated activities associated with the Wyoming Department of Environmental Quality (WDEQ), Solid and Hazardous Waste Division (SHWD), Water Quality Division (WQD), and Air Quality Division (AQD). The information provided is generally limited to activity during the previous month.

In addition to the below updates, Trihydro is also providing proposals and Task Orders for 2022-2023.

### **Sand Draw, Shoshoni, Lander, and Dubois Landfills – 2021-2022 Environmental Activities and Monitoring (Task Order 10-030 / Trihydro Project 09Y-008-007)**

Routine groundwater and methane monitoring was conducted at all landfills between April 4 and April 11, 2022. Data for the Sand Draw and Lander Landfills have been validated and statistical analysis is complete. The report text for each facility is still underway, and each report will be sent to Mr. Andy Frey for review, as soon as available.

During the week of March 14, the site-specific Tier 2 field study for non-methane organic compound emissions was conducted at the Sand Draw Landfill by Vista GeoScience (Vista). Trihydro has prepared the report for WDEQ/AQD, and it is in the final review stage. When complete, Trihydro will send to Mr. Andy Frey for review, and then it will come to the Board Chairman for signature.

### **Technical Assistance (Task Order 10-029 / Trihydro Project 09Y-005-008)**

Technical assistance activities during the previous month follow:

- A project status report was prepared for the monthly Board meeting.
- Based on Trihydro review of Shoshoni metals data from the new, up-gradient well (S-11) installed under the WDEQ/SHWD Landfill Remediation Program (LRP), there was some concern that metals concentrations might not be representative because the LRP results were unexpectedly elevated as compared to the pre-existing up-gradient well data. During the April routine monitoring event, Trihydro collected one metal sample at S-11 for comparison to data from the LRP project. We did



Andy Frey, FCSWDD  
June 13, 2022  
Page 2

not find substantial differences between the Trihydro and LRP results. This is good news because new, site-specific groundwater quality standards may be issued based on the data from S-11, and most of the new standards will probably be higher than those currently required. This should result in fewer down-gradient exceedances for the landfill.

**Shoshoni Landfill – Shoshoni Landfill Closure (Task Order 10-031/ Trihydro Project 09Y-004-004)**

Trihydro finalized the Closure Certification Report and submitted it to WDEQ/SHWD on May 19, 2022.

Please let us know if you have any questions or need additional information. You can call me on my direct office line (307-335-3169), send me an email ([slee@trihydro.com](mailto:slee@trihydro.com)), or stop by our office at 388 Main Street, Suite C, in Lander.

**END OF MEMORANDUM**

# Memorandum



Date: June 14, 2022

To: Andy Frey, PE, Fremont County Solid Waste Disposal District

From: Matt Evans, PE

Subject: Progress Report –June 2022

The following provides an update on work completed by Burns & McDonnell since the last Progress Report.

## *Operational Efficiency Study and Strategic Plan*

Burns & McDonnell received comments on the Strategic Plan Report from the District Superintendent and is in the process of finalizing the written report.

## *Capacity Audits*

Capacity audit reports were completed and submitted to the District Superintendent for the 2021-2022 FY.

It should be noted that based on current solid waste projections, it is recommended that the District plan for a transition from primary disposal at Lander to Sand Draw midway through 2027.

Surveys for the 2022 capacity audits will be completed in July 2022.

## *Technical Engineering Assistance*

Burns & McDonnell completed our monthly progress report, invoice and overall project management related to the administration of the project as part of this task. Additionally, a basic traffic study was completed using data from the Strategic Plan to model future traffic flow at Sand Draw after the transition from primary disposal at Lander to Sand Draw.

## *Capital Improvement Plan Modeling*

The CIP model was used as the foundation for the financial analysis completed as part of the Operational Efficiency and Strategic Planning Study. It has been updated with the fiscal yearend results for 2020-2021. A spring of 2022 update of the financial model is anticipated to be completed in the third quarter of 2022.

## *Scale House Construction Project*

The project was advertised for bid on April 15, 2022, however no bids were received on the bid due date May 5, 2022. The project was readvertised for bid on May 25, 2022, with a new due date of June 9, 2022. After the Superintendent and Burns & McDonnell contacted multiple contractors to help drum up interest in this project, still only one bid was received. The bidder proposed to only complete one of the three scale house replacement projects and was deemed incomplete. It appears that contractors in the region are too busy to bid the project.



## Memorandum *(continued)*



June 14, 2022

Page 2

### *On-call Surveying*

Fremont Engineering & Surveying, Inc. performed surveying at the Sand Draw landfill related to the tire shredding pilot study project being performed at that landfill. The final survey of the pilot study was completed on Thursday, May 19<sup>th</sup>.

Burns & McDonnell appreciates the opportunity to work with the District. If there are any questions regarding this progress report or work that is being completed, please do not hesitate to contact me at 612-240-2094 or [maevans@burnsmcd.com](mailto:maevans@burnsmcd.com) at your earliest convenience.

Fremont County Solid Waste Disposal District  
**Superintendent Report**  
June 15, 2022

**Office/Staff/Board/Inter-Government**

**Office:**

1. The calculated tonnages and cost per ton are as follows (calculated using monthly expenses and monthly tonnages):
  - a. 2013 = \$140 per ton & 31,472 total tons
  - b. 2014 = \$176 per ton & 27,562 total tons
  - c. 2015 = \$99 per ton & 31,890 total tons
  - d. 2016 = \$103 per ton & 29,659 total tons
  - e. 2017 = \$102 per ton & 33,483 total tons
  - f. 2018 = \$106 per ton & 36,352 total tons
  - g. 2019 = \$88 per ton & 41,900 total tons
  - h. 2020 = \$89 per ton & 36,200 total tons
  - i. 2021 = \$141 per ton & 35,700 total tons
    - ***Note: 2021 included approximately \$1.1 million in expenses for the Shoshoni Landfill Closure project and \$457,900 in new equipment (i.e. three backhoes and a semi-tractor). Removing these two large expenditures, the annual review would be presented as \$97.91 per ton & 35,700 total tons.***
  - j. 2022 = \$152.98 per ton & 7,000 total tons for the first quarter
    - ***Note: within this period our expenses have included the final three pay applications for the Shoshoni Landfill Closure project. Additionally, our year-to-date tonnages are down almost 800 tons compared to last years' first quarter.***

**Staff:**

1. June 2022: Following the approval of the ***Safety Incentive Program*** in April 2015, and the implementation July 1, 2015, the Riverton Area staff (i.e. Riverton Transfer Station, the Sand Draw Landfill, the Shoshoni Landfill, and the rural transfer stations) have not had a single lost-time accident/incident in **6 years and 11 month**, and the Lander Area staff (i.e. Lander Landfill and the Dubois Landfill) had one lost-time accident early on but has now made it **6 years and 5 month!!**

**Board:**

1. 2022 – Below is the list of ***Board Committees and Members:***
  - a. Recycling Committee: Jennifer Lamb, Mandy Rose, Bob Townsend, and Mark Moxley.
  - b. Health Benefit and Wage Committee: Rob Dolcater, Mike Adams, Mark Moxley, and Rick Klapproth.
  - c. Planning Committee: Bob Townsend, Steve Baumann, Jen Lamb, and Rob Dolcater.
  - d. Budget Committee: Rick Klapproth, Jen Lamb, Rob Dolcater, and Mark Moxley.
  - e. WRIR Solid Waste Negotiations Committee: Rod Haper, Steve Baumann, Mandy Rose, and Mark Moxley.

#### Inter-Government:

##### 1. State:

- a. May 2022: The **Honor Farm** has reached out to the District to review a prior MOU that allowed their program to graze some of the District land in exchange for them providing assistance back to the District (i.e. litter picking assistance, fence maintenance, access to their welding shop, etc.). We developed a new lease agreement with a neighbor to the north that allows stock water for the Honor Farm cattle. The Honor Farm is working with their attorneys to develop an updated MOU for Board review.

##### i. June 2022: **no updates**

##### 2. County:

- a. May 24, 2022: The District presented our **DRAFT FY2022-23 Operating Budget**. There was discussion around fuel price impacts and how the District will manage. Additional discussion topics included; the wage evaluation completed by the District, the superintendent's wages, the 30-year post-closure period and District concerns about the unlikelihood of that term, and supply chain issues.

##### 3. Municipalities – **No Updates**

##### 4. Tribal:

- a. June 2022: The District continues to participate in the conference calls / Zoom meetings with **EPA and the Tribes**.

#### Regulatory/Engineering/Legal/General Contractors

##### Regulatory:

1. May 2022: The District has submitted the final grant reimbursement request for the **Shoshoni Landfill Closure project** for the WDEQ initial review.

##### Engineering:

1. Trihydro: (1.) Environmental Monitoring (2.) Technical Assistance (3.) Shoshoni Landfill Closure Construction Oversight and Quality Assurance.
2. Burns and McDonnell: (1.) Capacity Audits (2.) Surveying (3.) Operational Efficiency Evaluation and Strategic Planning (4.) CIP Model Updates, and (5.) Scale Facility Design.

##### Legal:

1. May 2022: The District received a draft Compliance Assistance Plan and Agreement (CAPA) agreement for review from Representative Lloyd Larson associated with the **Tribal Lands Cleanup project**. It was submitted to our attorney for review.

##### General Contractors:

#### Sites/Operations/Equipment:

##### Sites – **No Updates**

##### Operations:

1. February 7, 2022: Due to a **Federal Motor Carrier Safety Administration rule change**, effective February 7, 2022, individuals pursuing a commercial drivers' license will be required to receive Entry-Level Driver Training from a trainer listed on the FMCA's Training Provider Registry. Historically, individuals interested in acquiring a commercial drivers' license would either pick-up or download the study materials necessary to study for, and take a test to obtain a driver's permit.

Following that, they would spend time operating a commercial vehicle with a licensed driver to develop their skills necessary to become a licensed driver themselves. Then, they would schedule a driving test with the Wyoming Drivers' License Department to demonstrate their abilities and pass or fail the driving test. A pass would lead to them obtaining a license. A failure would require additional driving time with a licensed driver and a repeat of the exam.

Now, interested individuals will be required to identify a certified trainer, pay for a training course, spend time driving with the certified trainer to demonstrate proficiency in knowledge and behind-the-wheel capabilities, and then schedule a driving test.

After on-line research, a lengthy phone call to the US DOT Federal Motor Carrier Safety Administration, and a subsequent email to them, we still are not aware of what available options may exist in Wyoming. We will continue to research this.

- a. June 2022: The District has still not received any returned correspondence.

Equipment:

1. June 2022: One of the two **new front-end loaders** ordered was delivered and has since been placed into the fleet.

Miscellaneous/Upcoming Work & Events/Work in Progress:

Miscellaneous – No Updates

Upcoming Work & Events:

1. June 2022: There were no bids submitted for the first advertisement of the **Scale Facility project**. In conversation with the potential bidders, they were unable to receive material bids from suppliers in time to meet the bid deadlines. The District elected to re-advertise for bids, allowing additional time for potential bidders to obtain material quotes. The bid results will be presented to the Board at the June 2022 meeting.

After readvertising, there was only one partial bid submitted for the project. We will be discussing alternative approaches at the June meeting.

Work in Progress:

1. June 2022: The District has scheduled the last survey for the **tire shredding project** and will be evaluating the data following receipt.

Thank you,



Andrew Frey, P.E.  
Superintendent of Operations  
Fremont County Solid Waste Disposal District



June 15, 2022

Andy Frey  
Superintendent of Operations  
Fremont County Solid Waste Disposal District  
52 Beebee Road  
Lander, Wyoming 82520

Re: Scale Houses Construction Project Recommendation

Dear Andy:

The Scale Houses Construction Project was first advertised for bid on April 15, 2022. By the bid due date of May 5, 2022, no bids were received, as bidders indicated that they required additional time to obtain subcontractor and material pricing. Based on this feedback, the project was readvertised for bid on May 25, 2022, with a new due date of June 9, 2022. During this time, the District only received one bid.

Upon review of the one received bid for the new scale houses project, Burns & McDonnell recommends that the District not award the contract to the sole bidder due to incompleteness. The bidder only proposed completing the Dubois scale house portion of the project, declining to bid on the Lander and Sand Draw scale houses. It appears that construction contractors in the region are fully booked and unavailable to bid the project.

As an alternative, Burns & McDonnell recommends that the District consider purchasing the scale house buildings directly from a pre-fabricated building manufacturer and bid each landfill site out separately for the remainder of the scale house project site work. This could make the project more attractive to general contractors because of the reduced level of project administration and subcontracting work. It should be noted that the construction management responsibilities of the District will likely increase.

Sincerely,  
Burns & McDonnell

A handwritten signature in black ink, appearing to read "Matthew J. Evans". The signature is fluid and cursive, with a large, stylized 'M' and 'E'.

Matthew J. Evans, P.E.  
Project Manager



June 13, 2022

Mr. Andy Frey, Superintendent  
Fremont County Solid Waste Disposal District  
P.O. Box 1400  
Lander, WY 82520

RE: 2022-2023 Cost Proposal for Environmental Activities and Optional Technical Assistance:  
Dubois, Lander, Sand Draw, and Shoshoni Landfills, Fremont County, Wyoming

Dear Mr. Frey:

Trihydro Corporation appreciates the opportunity to provide this cost proposal to the Fremont County Solid Waste Disposal District (FCSWDD) for 2022-2023 environmental work and technical assistance for the Dubois, Lander, Sand Draw, and Shoshoni Landfills. Project descriptions are provided below.

### **Environmental Activities**

A detailed cost estimate and a description of environmental activities is provided as Attachment A. Work will include routine environmental monitoring and reporting, including activities related to methane, leachate, groundwater, and air. The scope of work for this project includes:

- Task 1: Dubois Landfill, Environmental Monitoring and Reporting
- Task 2: Lander Landfill, Environmental Monitoring and Reporting
- Task 3: Sand Draw Landfill, Environmental Monitoring and Reporting
- Task 4: Shoshoni Landfill, Environmental Monitoring and Reporting
- Task 5: Sand Draw Landfill, Air Reporting

Our 2022-2023 cost estimate for routine environmental work, Tasks 1 through 5, is \$93,157. A Task Order for the proposed work is enclosed for your consideration (Attachment B).

### **Optional Technical Assistance**

As in previous years, we would also like to propose a budget for general technical support. In the event that additional engineering, hydrogeologic, or regulatory support is needed during the coming year, we have proposed a budget of \$24,850. This includes five tasks for the Dubois, Lander, Sand Draw, and Shoshoni Landfills as well as for General Assistance with budgets of \$1,500, \$6,285, \$6,285, \$250, and \$10,530, respectively. Work anticipated under specific landfill tasks includes preparation of permit



Mr. Andy Frey  
June 13, 2022  
Page 2

amendments to each facility's environmental monitoring plan and a permit renewal for the Title V air emissions permit at the Sand Draw Landfill.

We recommend keeping this budget item in place so we can respond quickly to any immediate needs. No charges would be applied to this task without prior authorization from FCSWDD. A Task Order for the total proposed cost for technical assistance (\$24,850) is enclosed for your review (Attachment C).

As always, Trihydro will strive to complete the requested activities as efficiently and cost-effectively as possible. If the Task Orders for Environmental Activities and Optional Technical Assistance are acceptable (Attachments B and C), please forward completed documents to the Board Chairperson for signature, make a copy for your records, and return the original to the attention of Autumn Bainer by email ([abainer@trihydro.com](mailto:abainer@trihydro.com)).

If you have any questions or require additional information regarding this proposal and/or contracts, please do not hesitate to contact us at (307) 745-7474.

Sincerely,  
Trihydro Corporation

Travis Evans, P.E.  
Project Director

999-09Y-028 and 999-09Y-029

Attachments

**ATTACHMENT A**

**DETAILED COST ESTIMATE FOR ENVIRONMENTAL ACTIVITIES**



ATTACHMENT A, FY 2023 ENVIRONMENTAL MONITORING PROPOSAL  
FCSWDD LANDFILLS, FREMONT COUNTY, WYOMING



Activity		Schedule of Charges	Hourly Rate or Charge	Hours or Unit Estimate	Subtotal
<b>Task 1 Dubois Landfill, Environmental Monitoring and Reporting</b>					
<u>Activities</u>					
- Project management and coordination with the District, Laboratory, and WDEQ/SHWD					
- Update and implement site-specific health & safety activities					
- Perform semiannual groundwater monitoring activities, including:					
- Gauge static water levels in six wells					
- Purge wells and monitor pH, temperature, and conductivity					
- Collect groundwater samples from up to three wells and ship to laboratory					
- Perform quarterly methane monitoring activities					
- Provide laboratory analysis for WSWRR Chapter 2, Appendix A & C parameters					
- Prepare letter style report, including:					
- Narrative of field, laboratory, Tier I, II data validation					
- Narrative of observations, conclusions, and recommendations					
- Tables of current field data and significant statistical analysis results					
- Figures of site location, site, potentiometric surface, and historical static water level data					
- Attachments of field forms, lab report, data validation, statistical reports, and EDD					
<u>Assumptions:</u>					
- Purge water may be discharged on-site near wells					
- Laboratory costs will be billed through Trihydro					
- Provide one trip blank with VOCs					
<b>Labor</b>					
Equipment					
Travel					
Per Diem					
Miscellaneous					
<b>Expenses</b>					
Laboratory					
<b>Subcontractors</b>					
<b>Activity Task 1 Subtotal</b>					
					<b>\$15,388</b>

ATTACHMENT A. FY 2023 ENVIRONMENTAL MONITORING PROPOSAL  
FCSWDD LANDFILLS, FREMONT COUNTY, WYOMING



Activity		Schedule of Charges	Hourly Rate or Charge	Hours or Unit Estimate	Subtotal
<b>Task 2 Lander Landfill, Environmental Monitoring and Reporting</b>					
<b>Activities</b>					
<ul style="list-style-type: none"> <li>- Project management and coordination with the District, Laboratory, and WDEQ/SHWD</li> <li>- Update and implement site-specific health &amp; safety activities</li> <li>- Perform semiannual groundwater monitoring activities, including: <ul style="list-style-type: none"> <li>- Gauge static water levels in 19 wells</li> <li>- Purge wells and monitor pH, temperature, and conductivity</li> <li>- Collect groundwater samples from up to 11 wells and 1 collection tank; ship to laboratory</li> </ul> </li> <li>- Perform quarterly methane monitoring activities</li> <li>- Provide laboratory analysis for WSWRR Chapter 2, Appendix A, B, and/or C; BOD, TSS, fecal coliforms</li> <li>- Prepare letter style report, including: <ul style="list-style-type: none"> <li>- Narrative of field laboratory, Tier 1, II data validation</li> <li>- Narrative of observations, conclusions, and recommendations</li> <li>- Tables of current field data and significant statistical analysis results</li> <li>- Figures of site location, site, potentiometric surface, and historical static water level data</li> <li>- Attachments of field forms, lab report, data validation, statistical reports, and EDD</li> </ul> </li> </ul>					
<b>Assumptions:</b>					
<ul style="list-style-type: none"> <li>- Purge water may be discharged on-site near wells</li> <li>- Laboratory costs will be billed through Trihydro</li> <li>- Provide one trip blank VOCs only</li> </ul>					
Professional Level 10			\$181	6	\$1,086
Professional Level 8			\$150	18	\$2,700
Professional Level 7			\$135	42	\$5,670
Professional Level 4			\$98	20	\$1,960
Technical Level 5			\$96	48	\$4,608
Technical Level 4			\$85	4	\$340
Administrative 2			\$62	4	\$248
<b>Labor</b>					<b>\$16,612</b>
Equipment			\$251	4	\$1,003
Travel			\$86	4	\$344
Per Diem					\$0
Miscellaneous			\$25	2	\$50
<b>Expenses</b>					<b>\$1,397</b>
Laboratory			\$11,579	1.1	\$12,737
<b>Subcontractors</b>					<b>\$12,737</b>
<b>Task 2 Subtotal</b>					<b>\$30,746</b>

ATTACHMENT A. FY 2023 ENVIRONMENTAL MONITORING PROPOSAL  
FCSWDD LANDFILLS, FREMONT COUNTY, WYOMING



Activity		Schedule of Charges	Hourly Rate or Charge	Hours or Unit Estimate	Subtotal
<b>Task 3 Sand Draw Landfill, Environmental Monitoring and Reporting</b>					
<u>Activities</u>					
- Project management and coordination with the District, Laboratory, and WDEQ/SHWD		Professional Level 10	\$181	6	\$1,086
- Update and implement site-specific health & safety activities		Professional Level 8	\$150	18	\$2,700
- Perform semiannual groundwater monitoring activities, including:		Professional Level 7	\$135	42	\$5,670
- Gauge static water levels in 25 wells		Professional Level 4	\$98	20	\$1,960
- Purge wells and monitor pH, temperature, and conductivity		Technical Level 5	\$96	34	\$3,264
- Collect groundwater samples from up to 8 wells and ship to laboratory		Technical Level 4	\$65	4	\$340
- Perform quarterly methane monitoring activities		Administrative 2	\$62	4	\$248
- Provide laboratory analysis for WSWRR Chapter 2, Appendix A & C or B & C parameters					
- Prepare letter style report, including:		<b>Labor</b>			<b>\$15,268</b>
- Narrative of field, laboratory, Tier I, II data validation		Equipment	\$251	4	\$1,003
- Narrative of observations, conclusions, and recommendations		Travel	\$86	4	\$344
- Tables of current field data and significant statistical analysis results		Per Diem			\$0
- Figures of site location, site, potentiometric surface, and historical static water level data		Miscellaneous	\$25	2	\$50
- Attachments of field forms, lab report, data validation, statistical reports, and EDD		<b>Expenses</b>			<b>\$1,397</b>
<u>Assumptions:</u>					
- Purge water may be discharged on-site near wells		Laboratory	\$8,438	1.1	\$9,282
- Laboratory costs will be billed through Trihydro		<b>Subcontractors</b>			<b>\$9,282</b>
- Provide one trip blank VOCs only		<b>Activity Task 3 Subtotal</b>			<b>\$25,947</b>

ATTACHMENT A. FY 2023 ENVIRONMENTAL MONITORING PROPOSAL  
FCSWDD LANDFILLS, FREMONT COUNTY, WYOMING



Activity		Schedule of Charges	Hourly Rate or Charge	Hours or Unit Estimate	Subtotal
<b>Task 4 Shoshoni Landfill, Environmental Monitoring and Reporting</b>					
<b>Activities:</b>					
- Project management and coordination with the District, Laboratory, and WDEQ/SHWD					
- Update and implement site-specific health & safety activities					
- Perform semiannual groundwater monitoring activities, including:					
- Gauge static water levels 7 wells					
- Purge wells and monitor pH, temperature, and conductivity					
- Collect groundwater samples from up to 5 wells and ship to laboratory					
- Provide laboratory analysis for WSWRR Chapter 2, Appendix A & C parameters					
- Prepare letter style report, including:					
- Narrative of field, laboratory, Tier I, II data validation					
- Narrative of observations, conclusions, and recommendations					
- Tables of current field data and significant statistical analysis results					
- Figures of site location, site, potentiometric surface, and historical static water level data					
- Attachments of field forms, lab report, data validation, statistical reports, and EDD					
<b>Assumptions:</b>					
- Purge water may be discharged on-site near wells					
- Laboratory costs will be billed through Trihydro					
- New well is included in monitoring program and will be gauged and sampled					
		Labor			\$11,148
		Equipment	\$251	2	\$502
		Travel	\$86	2	\$172
		Per Diem			\$0
		Miscellaneous	\$25	2	\$50
		<b>Expenses</b>			<b>\$724</b>
		Laboratory	\$3,431	1.1	\$3,774
		<b>Subcontractors</b>			<b>\$3,774</b>
		<b>Task 4 Subtotal</b>			<b>\$15,646</b>

ATTACHMENT A, FY 2023 ENVIRONMENTAL MONITORING PROPOSAL  
FCSWDD LANDFILLS, FREMONT COUNTY, WYOMING



Activity		Schedule of Charges	Hourly Rate or Charge	Hours or Unit Estimate	Subtotal
<b>Task 5 Sand Draw Landfill, Air Reporting</b>		Professional Level 10	\$181	30	\$5,430
<b>Activities</b>		<b>Labor</b>			<b>\$5,430</b>
- Provide technical assistance and reporting services for Title V permit		Equipment	\$0	0	\$0
- Work may include response to WDEQ/AQD comments on Tier 2 report		Travel	\$0	0	\$0
		Per Diem	\$0	0	\$0
<b>Assumptions</b>		Miscellaneous	\$0	0	\$0
- If budget allows, work for Title V permit renewal will also be posted to this task; it may also be posted to the Sand Draw task under the Technical Assistance budget.		<b>Expenses</b>			<b>\$0</b>
		Laboratory	\$0		\$0
		<b>Subcontractors</b>			<b>\$0</b>
		<b>Activity Task 5 Subtotal</b>			<b>\$5,430</b>

<b>Task 1</b>	<b>Dubois Landfill, Environmental Monitoring and Reporting</b>	<b>TOTAL</b>
<b>Task 2</b>	<b>Lander Landfill, Environmental Monitoring and Reporting</b>	15,388
<b>Task 3</b>	<b>Sand Draw Landfill, Environmental Monitoring and Reporting</b>	30,746
<b>Task 4</b>	<b>Shoshoni Landfill, Environmental Monitoring and Reporting</b>	25,947
<b>Task 5</b>	<b>Sand Draw Landfill, Air Reporting</b>	15,846
	<b>GRAND TOTAL</b>	5,430
		<b>93,157</b>

Abbreviations:  
AQD = Air Quality Division  
BOD = Biological oxygen demand  
EDD = Electronic Data Deliverable (WDEQ/SHWD format)  
SHWD = Solid and Hazardous Waste Division  
TSS = Total suspended solids  
WDEQ = Wyoming Department of Environmental Quality  
WSWRR = Wyoming Solid Waste Rules and Regulations  
Note:  
1. In the event commercial carriers are unable to transport groundwater samples safely and within holding times, resampling may be required, but is not included in this cost estimate.

**ATTACHMENT B**

**TASK ORDER FOR ENVIRONMENTAL ACTIVITIES**



**TRIHYDRO CORPORATION – FREMONT COUNTY SOLID WASTE DISPOSAL DISTRICT  
NON-EXCLUSIVE SERVICE AGREEMENT  
TASK ORDER**

Task Order No.: 10-032

Date: June 13, 2022

Job No.: 09Y-008-008

Location of Project: Fremont County, Wyoming

Contract: Non-Exclusive Service Agreement between Trihydro Corporation and Fremont County Solid Waste Disposal District, dated July 22, 2010.

Services to be Performed: Trihydro will perform a series of environmental activities for the Dubois, Lander, Sand Draw, and Shoshoni Landfills to include 1) routine environmental monitoring and reporting for all landfills, 2) and Title V air reporting and support for the Sand Draw Landfill. Work will be performed in the District's Fiscal Year 2022-2023.

Schedule - Commencement Date: July 01, 2022  
Completion Date: June 30, 2023

Trihydro's Project Manager: Caroline Brewer  
Client's Project Manager: Andy Frey

Attachments: A. Trihydro 2022 Standard Schedule of Charges

Other Information: Costs shall be on a time and materials basis not to exceed \$93,157.00 without prior written authorization from Fremont County Solid Waste Disposal District.

Health and Safety Considerations: Trihydro will prepare and implement a site-specific health and safety plan for Trihydro employees.

This Task Order is made and entered into pursuant to that certain Non-Exclusive Service Agreement between Trihydro Corporation and Fremont County Solid Waste Disposal District, dated July 22, 2010, the terms, conditions, and provisions whereof are hereby incorporated herein and made a part hereof.

Electronic signatures will be accepted to execute this Task Order.

**FREMONT COUNTY SOLID WASTE  
DISPOSAL DISTRICT**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**TRIHYDRO CORPORATION**

BY: Kurt Tuggle  
Kurt V. Tuggle

TITLE: President and CEO

**ATTACHMENT A**  
**TRIHYDRO 2022 STANDARD SCHEDULE OF CHARGES**



# TRIHEDRO STANDARD SCHEDULE OF CHARGES

JANUARY 1, 2022 - DECEMBER 31, 2022 <sup>2, 3, 4</sup>

<u>PERSONNEL</u>	<u>UNIT RATE<sup>1, 7</sup></u>
Senior Principal-----	240.00/hour
Principal-----	217.00/hour
Project Principal-----	196.00/hour
Technical Specialist 4-----	255.00/hour
Technical Specialist 3-----	237.00/hour
Technical Specialist 2-----	222.00/hour
Technical Specialist 1-----	210.00/hour
Professional Level 12-----	209.00/hour
Professional Level 11-----	194.00/hour
Professional Level 10-----	181.00/hour
Professional Level 9-----	166.00/hour
Professional Level 8-----	150.00/hour
Professional Level 7-----	135.00/hour
Professional Level 6-----	120.00/hour
Professional Level 5-----	107.00/hour
Professional Level 4-----	98.00/hour
Professional Level 3-----	88.00/hour
Professional Level 2-----	78.00/hour
Professional Level 1-----	72.00/hour
Technician Level 8-----	124.00/hour
Technician Level 7-----	115.00/hour
Technician Level 6-----	105.00/hour
Technician Level 5-----	96.00/hour
Technician Level 4-----	85.00/hour
Technician Level 3-----	75.00/hour
Technician Level 2-----	67.00/hour
Technician Level 1-----	60.00/hour
Administrative 4-----	80.00/hour
Administrative 3-----	72.00/hour
Administrative 2-----	62.00/hour
Administrative 1-----	52.00/hour
<u>EXPENSES</u>	
Subcontracts (Labor, Equipment and Services)-----	Cost + 10%
Shipping (i.e. Documents, Equipment, Supplies)-----	Cost
<u>TRAVEL EXPENSES</u>	
Meal Per Diem <sup>6</sup> -----	\$55/day/person
Airline Tickets-----	Cost
Hotel/Motel-----	Cost
Rental Vehicle-----	Cost
<u>FIELD EXPENSES AND EQUIPMENT</u>	
Consumable Field Supplies-----	Cost + 10%
Rental Equipment-----	Cost + 10%
Purchased Equipment-----	Cost + 10%
Company Field Instruments, Equipment, Vehicles, etc.-----	See Field Charge Sheet
Consumable Field Supplies and PPE-----	See Field Charge Sheet
Company Vehicles (daily) <sup>5</sup> -----	\$86/day min or 56.0 cents/mile
Company Vehicles (monthly)-----	Cost + fuel cost

1. The above charges include fringe benefits, overhead and profit. No multiplier is used for billing.
2. An annual escalation rate less than or equal to 5% will be applied to these rates for multi-year projects and contracts.
3. Payment of invoices shall be due within thirty days; delinquent amounts due shall accrue a late charge of 1 1/2% per month from date of invoice.
4. The rates in this Schedule of Charges are subject to change on December 31, 2022.
5. Minimum charge of \$86/day. Daily mileage exceeding 153 miles is charged at the current IRS rate per mile. Mileage rates are subject to change throughout the year.
6. Any International travel meal per diem will be at cost.
7. Expert testimony services, including but not limited to review and preparation of documents, preparation for and time spent in depositions, and preparation for and time spent during arbitration or trial testimony, as well as related research and evaluation, shall be charged at 2.0 times the individual's billing level.

**ATTACHMENT C**

**TASK ORDER FOR OPTIONAL TECHNICAL ASSISTANCE**



**TRIHYDRO CORPORATION – FREMONT COUNTY SOLID WASTE DISPOSAL DISTRICT  
NON-EXCLUSIVE SERVICE AGREEMENT  
TASK ORDER**

Task Order No.: 10-033

Date: June 13, 2022

Job No.: 09Y-005-009

Location of Project: Fremont County, Wyoming

Contract: Non-Exclusive Service Agreement between Trihydro Corporation and Fremont County Solid Waste Disposal District, dated July 22, 2010.

Services to be Performed: Trihydro will provide monthly board reports and technical assistance activities (e.g., surveying, engineering, environmental, and regulatory) on an as-requested basis for the Dubois, Lander, Sand Draw, and Shoshoni Landfills. Work will be performed during the District's Fiscal Year 2022-2023.

Schedule - Commencement Date: July 01, 2022

Completion Date: June 30, 2023

Trihydro's Project Manager: Scott Lee

Client's Project Manager: Andy Frey

Attachments: A. Trihydro 2022 Standard Schedule of Charges

Other Information: Costs shall be on a time and materials basis not to exceed \$24,850.00, without prior written authorization from Fremont County Solid Waste Disposal District.

Health and Safety Considerations: Trihydro will prepare and implement a site-specific health and safety plan for Trihydro employees.

This Task Order is made and entered into pursuant to that certain Non-Exclusive Service Agreement between Trihydro Corporation and Fremont County Solid Waste Disposal District, dated July 22, 2010, the terms, conditions, and provisions whereof are hereby incorporated herein and made a part hereof.

Electronic signatures will be accepted to execute this Task Order.

**FREMONT COUNTY SOLID WASTE  
DISPOSAL DISTRICT**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**TRIHYDRO CORPORATION**

BY: Kurt Tuggle  
Kurt V. Tuggle

TITLE: President and CEO

**ATTACHMENT A**  
**TRIHYDRO 2022 STANDARD SCHEDULE OF CHARGES**

# TRIHYDRO STANDARD SCHEDULE OF CHARGES

JANUARY 1, 2022 - DECEMBER 31, 2022 <sup>2, 3, 4</sup>

<u>PERSONNEL</u>	<u>UNIT RATE<sup>1, 7</sup></u>
Senior Principal-----	240.00/hour
Principal-----	217.00/hour
Project Principal-----	196.00/hour
Technical Specialist 4-----	255.00/hour
Technical Specialist 3-----	237.00/hour
Technical Specialist 2-----	222.00/hour
Technical Specialist 1-----	210.00/hour
Professional Level 12-----	209.00/hour
Professional Level 11-----	194.00/hour
Professional Level 10-----	181.00/hour
Professional Level 9-----	166.00/hour
Professional Level 8-----	150.00/hour
Professional Level 7-----	135.00/hour
Professional Level 6-----	120.00/hour
Professional Level 5-----	107.00/hour
Professional Level 4-----	98.00/hour
Professional Level 3-----	88.00/hour
Professional Level 2-----	78.00/hour
Professional Level 1-----	72.00/hour
Technician Level 8-----	124.00/hour
Technician Level 7-----	115.00/hour
Technician Level 6-----	105.00/hour
Technician Level 5-----	96.00/hour
Technician Level 4-----	85.00/hour
Technician Level 3-----	75.00/hour
Technician Level 2-----	67.00/hour
Technician Level 1-----	60.00/hour
Administrative 4-----	80.00/hour
Administrative 3-----	72.00/hour
Administrative 2-----	62.00/hour
Administrative 1-----	52.00/hour
<u>EXPENSES</u>	
Subcontracts (Labor, Equipment and Services)-----	Cost + 10%
Shipping (i.e. Documents, Equipment, Supplies)-----	Cost
<u>TRAVEL EXPENSES</u>	
Meal Per Diem <sup>6</sup> -----	\$55/day/person
Airline Tickets-----	Cost
Hotel/Motel-----	Cost
Rental Vehicle-----	Cost
<u>FIELD EXPENSES AND EQUIPMENT</u>	
Consumable Field Supplies-----	Cost + 10%
Rental Equipment-----	Cost + 10%
Purchased Equipment-----	Cost + 10%
Company Field Instruments, Equipment, Vehicles, etc.-----	See Field Charge Sheet
Consumable Field Supplies and PPE-----	See Field Charge Sheet
Company Vehicles (daily) <sup>5</sup> -----	\$86/day min or 56.0 cents/mile
Company Vehicles (monthly)-----	Cost + fuel cost

1. The above charges include fringe benefits, overhead and profit. No multiplier is used for billing.
2. An annual escalation rate less than or equal to 5% will be applied to these rates for multi-year projects and contracts.
3. Payment of invoices shall be due within thirty days; delinquent amounts due shall accrue a late charge of 1 1/2% per month from date of invoice.
4. The rates in this Schedule of Charges are subject to change on December 31, 2022.
5. Minimum charge of \$86/day. Daily mileage exceeding 153 miles is charged at the current IRS rate per mile. Mileage rates are subject to change throughout the year.
6. Any international travel meal per diem will be at cost.
7. Expert testimony services, including but not limited to review and preparation of documents, preparation for and time spent in depositions, and preparation for and time spent during arbitration or trial testimony, as well as related research and evaluation, shall be charged at 2.0 times the individual's billing level.

AMENDMENT NO 8  
To  
AGREEMENT FOR ENVIRONMENTAL SERVICES AND REMEDIATION

Between  
BURNS & McDONNELL ENGINEERING COMPANY, INC.  
Kansas City, Missouri  
And  
FREMONT COUNTY, WYOMING  
Lander, Wyoming

This Contract Amendment is made by and between Burns & McDonnell Engineering Company, Inc. (hereinafter CONTRACTOR), and Fremont County, Wyoming (hereinafter CLIENT) this 20<sup>th</sup> day of June 2022.

Whereas, it is the mutual desire of the parties hereto to amend the Master Services Agreement for Professional Consulting Services entered into on May 20, 2014 (hereinafter called the Existing Agreement). The Existing Agreement shall be amended as follows:

- The attached CONTRACTOR's Hourly Professional Services Billing Rates shall replace Attachment "B-1" of the Existing Agreement and all other Hourly Professional Services Billing Rates included as part of previous amendments to the Existing Agreement.

- The "Contract Time" provision shall be modified as follows:

Contract Time. The contract to be performed under this Existing Agreement shall be substantially completed by the following date: **June 30, 2023.**

This Amendment will be deemed a part of, and be subject to, all terms and conditions of the Existing Agreement. Except as modified above, the Existing Agreement will remain in full force and effect.

AUTHORIZATION BY:  
FREMONT COUNTY SOLID WASTE DISPOSAL DISTRICT

By \_\_\_\_\_

Date \_\_\_\_\_

ACCEPTED BY:  
BURNS & MCDONNELL ENGINEERING COMPANY, INC.



By: Spencer Cronin, Regional Manager, Environmental Services

Date 6/15/2022

### Schedule of Hourly Professional Service Billing Rates

Position Classification	Classification Level	Hourly Billing Rate
General Office*	5	\$77.00
Technician*	6	\$87.00
Assistant*	7	\$99.00
	8	\$139.00
	9	\$154.00
Staff*	10	\$172.00
	11	\$186.00
Senior	12	\$205.00
	13	\$225.00
Associate	14	\$238.00
	15	\$254.00

#### Notes

- Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
- For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 7%.
- Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
- Contractor may engage temporary staffing agencies or obtain assistance from its affiliates and subsidiaries including, without limitation, Burns & McDonnell Canada Ltd., Burns & McDonnell International Inc., and Burns & McDonnell India Pvt. Ltd. ("Labor Sources") to fulfill Contractor's performance obligations under this Agreement. The parties agree that contracts, purchase orders, or similar agreements between Contractor and any Labor Sources are not subcontracts as that term is used in this Agreement, and personnel from such Labor Sources shall be billed according to the applicable rate sheet for the Scope of Work as if such personnel is a direct hire employee. Personnel from Labor Sources shall be considered agents of Contractor and able to act on behalf of Contractor within the scope of the authority granted such personnel according to job function and billing classification.
- The rates shown above are effective for services through June 30, 2023 and are subject to revision thereafter. Annual rate increases will be limited to a maximum of 4%.

FREMONT COUNTY SOLID WASTE DISPOSAL DISTRICT  
Lander, Wyoming  
AUTHORIZATION NO. 33  
FOR SERVICES TO  
BURNS & McDONNELL ENGINEERING COMPANY, INC.  
Kansas City, Missouri

In accordance with the AGREEMENT FOR ENVIRONMENTAL SERVICES AND REMEDIATION dated May 20, 2014 between Fremont County Solid Waste Disposal District (hereinafter called CLIENT) and Burns & McDonnell Engineering Company, Inc. (hereinafter called CONTRACTOR), CLIENT hereby authorizes CONTRACTOR to proceed with the following services:

**1. Basic Services**

Basic Services are services and work which will be performed by CONTRACTOR for the Project. The following are Basic Services for FY 2022-2023. They are the same Basic Services that were provided in previous capacity audit authorizations.

**1.1 Professional Services**

**1.1.1 Capacity Audits**

***Topographical Survey***

The CONTRACTOR shall complete a topographical survey during the first two weeks of July at the District landfill facilities, which includes:

- Dubois Landfill
- Lander Landfill
- Sand Draw Landfill

The topographical survey shall be at a level of detail to produce 1-foot contours for the Permitted Waste Areas. All permanent infrastructure shall be located as part of the survey, including, culverts, power poles, buildings, monitoring wells, road edges, trees, fence lines, and gates.

The landfill facilities have the following acreages:

Landfill	Property Acreage	Permitted Waste Area
Dubois	40 Acres	7 Acres
Lander	216 Acres	39 Acres
Sand Draw	217 Acres	80 Acres

***Volume Analysis And Airspace Utilization Calculation***

The CONTRACTOR shall complete volume analysis for the three landfills, as well as several stockpiles located on the properties. Airspace utilization calculations shall also be completed for the landfills.

**1.1.2 Landfill Analysis**

Topographical surveys are completed at Dubois, Lander, and Sand Draw annually in July of each year. CONTRACTOR shall compute volume of waste placed at Dubois, Lander, and Sand Draw Landfills using the previous year surveys and the new topographical survey completed in Part 1 above. Volume



calculation shall be completed using computer aided design program. CONTRACTOR shall calculate the airspace utilization for the landfill by dividing the waste tonnage placed in the landfill during the period between surveys by the calculated volume.

#### ***Remaining Landfill Life Projections***

The CONTRACTOR shall calculate the remaining landfill life by using final cover contours provided by the CLIENT. The final cover contours shall be used to calculate the remaining site volume. The remaining landfill life shall be calculated by using the remaining landfill volume, calculated air space utilization, and growth rate projection provided by the CLIENT.

#### ***Soil Balance Analysis***

The CONTRACTOR shall complete a soil balance analysis that determines long-term soil needs for the site. The soil balance will be based on future soil needs for daily cover, intermediate cover, and final cover. The soil balance shall consider soil volumes within stockpiles and permitted borrow areas.

Operational discussions between the CONTRACTOR and the CLIENT shall be utilized to determine appropriate soil ratio used for daily cover at individual sites, as well as the future landfill cap design. This information shall be used with the remaining volume calculation that was determined as part of the volume analysis to determine the needed remaining soil needs for the landfill.

#### ***Closure And Post-Closure Cost Estimate Updates***

The CONTRACTOR shall complete a closure and post-closure cost estimate for the three landfills. The cost estimate shall provide a cost for closure and post-closure cost estimate for the three landfills based on the current stage of each respective site, and on each respective site reaching maximum capacity.

#### **1.1.3 Deliverables**

CONTRACTOR shall submit the following deliverables to the Client:

- Technical Memorandum summarizing calculations shall be completed. Memorandum should include tables summarizing Annual Volume Consumed, Remaining Volume, Airspace Utilization, Remaining Landfill Life, and any assumptions made in the process.

CONTRACTOR will proceed with providing the services set forth herein as of July 1, 2022 and complete the services by June 30, 2023.

#### **1.2 Construction Work: NONE**

#### **2. Additional Services**

Additional Services are services or work which may be performed by CONTRACTOR for the Project, but which will be done at additional cost and are not included in the Project Budget. The following are Additional Services: **NONE**

#### **3. Excluded Services**

Excluded Services are services or work which will not be performed by CONTRACTOR unless CONTRACTOR specifically agrees to perform such services or work. Excluded Services include, but are not limited to: **NONE**

#### 4. Compensation

CLIENT shall compensate CONTRACTOR for providing the services set forth herein in accordance with the terms or the existing Agreement. The cost initially authorized for the services is thirty thousand four hundred dollars (\$30,400) and will be invoiced to the CLIENT on a time and materials basis. The CONTRACTOR shall not exceed this amount without prior written approval of CLIENT.

**COVID-19 Notification.** The uncertainty and potential disruptions to the labor force and supply chain caused by the global outbreak and spread of COVID-19 ("coronavirus") may have an impact on this Project, the exact cost and duration of which we can neither predict nor control. Government orders and restrictions may also delay or prevent performance as anticipated. Therefore, this Proposal is conditioned upon an appropriate force majeure clause being included in the contract, which will grant the contractor a period of relief in performance and appropriate cost relief where circumstances arise that are beyond our control due to COVID-19 related events. In general, force majeure applies when an "act of God," labor shortages, governmental order or regulation, or other extraordinary event prevents performance. The outbreak and spread of COVID-19 is just such an event, the impact of which nobody can predict at this time. To the extent applicable, the doctrines of "commercial impracticability" or "frustration of purpose" under the Uniform Commercial Code ("UCC") may also excuse performance if delivery pursuant to our contract's terms has been made "impracticable" by the occurrence of a contingency, the non-occurrence of which both parties assumed when the contract was made. At this time, it is impossible to foresee or to predict the full impact of COVID-19 around the world and, therefore, have not included a contingency specifically for COVID-19.

AUTHORIZATION BY:

FREMONT COUNTY SOLID WASTE DISPOSAL DISTRICT

By \_\_\_\_\_

Date \_\_\_\_\_

ACCEPTED BY:

BURNS & MCDONNELL ENGINEERING COMPANY, INC.

By  \_\_\_\_\_  
Spencer Cronin, Regional Manager, Environmental Services

Date 6/15/2022

FREMONT COUNTY SOLID WASTE DISPOSAL DISTRICT  
Lander, Wyoming  
AUTHORIZATION NO. 34  
FOR SERVICES TO  
BURNS & McDONNELL ENGINEERING COMPANY, INC.  
Kansas City, Missouri

In accordance with the AGREEMENT FOR ENVIRONMENTAL SERVICES AND REMEDIATION dated May 20, 2014 between Fremont County Solid Waste Disposal District (hereinafter called CLIENT) and Burns & McDonnell Engineering Company, Inc. (hereinafter called CONTRACTOR), CLIENT hereby authorizes CONTRACTOR to proceed with the following services:

**1. Basic Services**

Basic Services are services and work which will be performed by CONTRACTOR for the Project. The following are Basic Services for FY 2022-2023. They are the same Basic Services that were provided in previous technical engineering assistance authorizations.

**1.1 Professional Services:**

**1.1.1 Technical Engineering Assistance: District Site/Operational Guidance & Board Reports**

The CONTRACTOR shall provide operational guidance and on-call engineering services for the CLIENT's facilities as requested by the solid waste superintendent. The CONTRACTOR is expected to be familiar with the CLIENT's varying operations and permitting requirements. The CONTRACTOR will also provide a written Board Report for each regularly scheduled Board meeting (which is approximately one per month), updating the Board on all current activities. For purposes of establishing a budget for this task, Burns & McDonnell has assumed 110 hours of professional time will be needed to complete the board reports and requested guidance and on-call engineering.

CONTRACTOR will proceed with providing the services set forth herein as of July 1, 2022. The services shall be completed by June 30, 2023.

**1.2 Construction Work: NONE**

**2. Additional Services**

Additional Services are services or work which may be performed by CONTRACTOR for the Project, but which will be done at additional cost and are not included in the Project Budget. The following are Additional Services: **NONE**

**3. Excluded Services**

Excluded Services are services or work which will not be performed by CONTRACTOR unless CONTRACTOR specifically agrees to perform such services or work. Excluded Services include, but are not limited to: **NONE**

#### 4. Compensation

CLIENT shall compensate CONTRACTOR for providing the services set forth herein in accordance with the terms or the existing Agreement. The cost initially authorized for the services is twenty-five thousand dollars (\$25,000) and will be invoiced to the CLIENT on a time and materials basis. The CONTRACTOR shall not exceed this amount without prior written approval of CLIENT.

**COVID-19 Notification.** The uncertainty and potential disruptions to the labor force and supply chain caused by the global outbreak and spread of COVID-19 ("coronavirus") may have an impact on this Project, the exact cost and duration of which we can neither predict nor control. Government orders and restrictions may also delay or prevent performance as anticipated. Therefore, this Proposal is conditioned upon an appropriate force majeure clause being included in the contract, which will grant the contractor a period of relief in performance and appropriate cost relief where circumstances arise that are beyond our control due to COVID-19 related events. In general, force majeure applies when an "act of God," labor shortages, governmental order or regulation, or other extraordinary event prevents performance. The outbreak and spread of COVID-19 is just such an event, the impact of which nobody can predict at this time. To the extent applicable, the doctrines of "commercial impracticability" or "frustration of purpose" under the Uniform Commercial Code ("UCC") may also excuse performance if delivery pursuant to our contract's terms has been made "impracticable" by the occurrence of a contingency, the non-occurrence of which both parties assumed when the contract was made. At this time, it is impossible to foresee or to predict the full impact of COVID-19 around the world and, therefore, have not included a contingency specifically for COVID-19.

AUTHORIZATION BY:

FREMONT COUNTY SOLID WASTE DISPOSAL DISTRICT

By \_\_\_\_\_

Date \_\_\_\_\_

ACCEPTED BY:

BURNS & MCDONNELL ENGINEERING COMPANY, INC.

By  \_\_\_\_\_  
Spencer Cronin, Regional Manager, Environmental Services

Date 6/15/2022

FREMONT COUNTY SOLID WASTE DISPOSAL DISTRICT  
Lander, Wyoming  
AUTHORIZATION NO 35  
FOR SERVICES TO  
BURNS & McDONNELL ENGINEERING COMPANY, INC.  
Kansas City, Missouri

In accordance with the AGREEMENT FOR ENVIRONMENTAL SERVICES AND REMEDIATION dated May 20, 2014 between Fremont County Solid Waste Disposal District (hereinafter called CLIENT) and Burns & McDonnell Engineering Company, Inc. (hereinafter called CONTRACTOR), CLIENT hereby authorizes CONTRACTOR to proceed with the following services:

**1. Basic Services**

Basic Services are services and work which will be performed by CONTRACTOR for the Project. The following are Basic Services for FY 2022-2023. They are the same Basic Services that were provided in previous CIP model review and update authorizations.

**1.1 Professional Services**

**1.1.1 CIP Model Review and Update**

The CONTRACTOR shall meet with the CLIENT as needed to understand the previous, current, and future year capital expenses and revenues. The CONTRACTOR shall also meet with the CLIENT to review and update the capital improvement project model and evaluate the rate schedule. Rate adjustment alternatives will also be developed by the CONTRACTOR and recommended to the CLIENT if deemed necessary.

The results of the CIP and Rates Review shall be summarized and presented to the CLIENT at a regularly scheduled board meeting by the CONTRACTOR. The presentations shall include a summary of the financial situation of the CLIENT, as well as answer any further District questions. For purposes of establishing a budget for this task, CONTRACTOR has assumed 85 hours of professional time, and one trip to Lander, WY, will be needed to complete the CIP model review and update work.

CONTRACTOR will proceed with providing the services set forth herein as of July 1, 2022 and complete the services by June 30, 2023.

**1.2 Construction Work: NONE**

**2. Additional Services**

Additional Services are services or work which may be performed by CONTRACTOR for the Project, but which will be done at additional cost and are not included in the Project Budget. The following are Additional Services: **NONE**

**3. Excluded Services**

Excluded Services are services or work which will not be performed by CONTRACTOR unless CONTRACTOR specifically agrees to perform such services or work. Excluded Services include, but are not limited to: **NONE**

#### 4. Compensation

CLIENT shall compensate CONTRACTOR for providing the services set forth herein in accordance with the terms or the existing Agreement. The cost initially authorized for the services is eighteen thousand two hundred fifty dollars (\$18,250) and will be invoiced to the CLIENT on a time and materials basis. The CONTRACTOR shall not exceed this amount without prior written approval of CLIENT.

**COVID-19 Notification.** The uncertainty and potential disruptions to the labor force and supply chain caused by the global outbreak and spread of COVID-19 ("coronavirus") may have an impact on this Project, the exact cost and duration of which we can neither predict nor control. Government orders and restrictions may also delay or prevent performance as anticipated. Therefore, this Proposal is conditioned upon an appropriate force majeure clause being included in the contract, which will grant the contractor a period of relief in performance and appropriate cost relief where circumstances arise that are beyond our control due to COVID-19 related events. In general, force majeure applies when an "act of God," labor shortages, governmental order or regulation, or other extraordinary event prevents performance. The outbreak and spread of COVID-19 is just such an event, the impact of which nobody can predict at this time. To the extent applicable, the doctrines of "commercial impracticability" or "frustration of purpose" under the Uniform Commercial Code ("UCC") may also excuse performance if delivery pursuant to our contract's terms has been made "impracticable" by the occurrence of a contingency, the non-occurrence of which both parties assumed when the contract was made. At this time, it is impossible to foresee or to predict the full impact of COVID-19 around the world and, therefore, have not included a contingency specifically for COVID-19.

AUTHORIZATION BY:

FREMONT COUNTY SOLID WASTE DISPOSAL DISTRICT

By \_\_\_\_\_

Date \_\_\_\_\_

ACCEPTED BY:

BURNS & MCDONNELL ENGINEERING COMPANY, INC.



By \_\_\_\_\_  
Spencer Cronin, Regional Manager, Environmental Services

Date 6/15/2022

FREMONT COUNTY SOLID WASTE DISPOSAL DISTRICT  
Lander, Wyoming  
AUTHORIZATION NO. 36  
FOR SERVICES TO  
BURNS & McDONNELL ENGINEERING COMPANY, INC.  
Kansas City, Missouri

In accordance with the AGREEMENT FOR ENVIRONMENTAL SERVICES AND REMEDIATION dated May 20, 2014 between Fremont County Solid Waste Disposal District (hereinafter called CLIENT) and Burns & McDonnell Engineering Company, Inc. (hereinafter called CONTRACTOR), CLIENT hereby authorizes CONTRACTOR to proceed with the following services:

**1. Basic Services**

CONTRACTOR shall provide surveying services in accordance with the following assumptions and lump sum prices included on the attached Surveying and Staking Fee Structure Request sheet.

**Assumptions:**

1. CLIENT's Subcontractor, Fremont Engineering & Surveying, Inc., will complete the surveying services.
2. CONTRACTOR shall complete field work within five business days of the CLIENT's notice to proceed unless otherwise mutually agreed upon. Additionally, CONTRACTOR shall complete office/mapping work within 10 business days of completing the surveying field work unless otherwise agreed upon.
3. For staking requests, the CLIENT will provide an electronic pdf showing the desired locations of the staking. The pdf will be sent to the surveyor at the time of the notice to proceed.
4. CONTRACTOR shall provide AutoCAD files with the surface and point information included to the CLIENT as part of their surveying deliverable. CONTRACTOR shall also provide pdf files to the Superintendent presenting the surveying drawing and results. PDF drawings shall be easily printable in an 11x17 paper format.

CONTRACTOR will proceed with providing the services set forth herein as of July 1, 2022 and complete the services by June 30, 2023.

**2. Additional Services**

Additional Services are services or work which may be performed by CONTRACTOR for the Project, but which will be done at additional cost and are not included in the Project Budget. The following are Additional Services: **NONE**

**3. Excluded Services**

Excluded Services are services or work which will not be performed by CONTRACTOR unless CONTRACTOR specifically agrees to perform such services or work. Excluded Services include, but are not limited to: **NONE**

#### 4. Compensation

CLIENT shall compensate CONTRACTOR for providing the services set forth herein in accordance with the terms or the existing Agreement. The cost initially authorized for the services is twelve thousand dollars (\$12,000) and will be invoiced to the CLIENT on a time and materials basis. The CONTRACTOR shall not exceed this amount without prior written approval of CLIENT.

**COVID-19 Notification.** The uncertainty and potential disruptions to the labor force and supply chain caused by the global outbreak and spread of COVID-19 ("coronavirus") may have an impact on this Project, the exact cost and duration of which we can neither predict nor control. Government orders and restrictions may also delay or prevent performance as anticipated. Therefore, this Proposal is conditioned upon an appropriate force majeure clause being included in the contract, which will grant the contractor a period of relief in performance and appropriate cost relief where circumstances arise that are beyond our control due to COVID-19 related events. In general, force majeure applies when an "act of God," labor shortages, governmental order or regulation, or other extraordinary event prevents performance. The outbreak and spread of COVID-19 is just such an event, the impact of which nobody can predict at this time. To the extent applicable, the doctrines of "commercial impracticability" or "frustration of purpose" under the Uniform Commercial Code ("UCC") may also excuse performance if delivery pursuant to our contract's terms has been made "impracticable" by the occurrence of a contingency, the non-occurrence of which both parties assumed when the contract was made. At this time, it is impossible to foresee or to predict the full impact of COVID-19 around the world and, therefore, have not included a contingency specifically for COVID-19.

AUTHORIZATION BY:

FREMONT COUNTY SOLID WASTE DISPOSAL DISTRICT

By \_\_\_\_\_

Date \_\_\_\_\_

ACCEPTED BY:

BURNS & MCDONNELL ENGINEERING COMPANY, INC.



By \_\_\_\_\_  
Spencer Cronin, Regional Manager, Environmental Services

Date 6/15/2022



Fremont County Solid Waste Disposal District  
**Surveying and Staking Fee Structure Request**  
June 16, 2022

**Work Schedule and Timing:** For all services described below, surveyor shall complete field work within five business days of the notice to proceed unless otherwise mutually agreed upon. Additionally, surveyor shall complete office/mapping work within 10 business days of completing the surveying field work unless agreed upon.

**Bidding Notes:**

- Bid prices shall include all labor, equipment, mileage, overhead, markup, and other expenses necessary to complete the field and office work necessary to complete these tasks
- Assume that each bid item will be completed individually (i.e. do not assume that multiple bid items will be completed on the same trip to the landfill).
- For staking requests, the District Superintendent will provide an electronic pdf showing the desired locations of the staking. The pdf will be sent to the surveyor at the time of the notice to proceed.
- Surveyor shall provide AutoCAD files with the surface and point information included to the Superintendent as part of their surveying deliverable to the District. Surveyor shall also provide pdf files to the Superintendent presenting the surveying drawing and results. PDF drawings shall be easily printable in an 11x17 paper format.

**1. Lander Landfill**

- a. Topo of the entire landfill waste boundary and airspace volumetric calculation of airspace consumption when compared against a surface developed by prior topographic survey. **\$ 1,600**
- b. Topo and airspace volumetric calculation of airspace consumption when compared against a surface developed by prior topographic survey:
  - ➔ Area of five acres or less, **\$ 808**
  - ➔ Area of greater than five acres but less than ten acres, **\$ 1,041**
  - ➔ Area of greater than ten acres but less than 20 acres, **\$ 1,155**
  - ➔ Area of greater than 20 acres but less than 30 acres, and **\$ 1,155**
  - ➔ Area of greater than 30 acres but less than 40 acres. **\$ 1,272**
- c. Surveying and guidance staking of top of waste, base of an excavation, alignment, top of final grade, or alternative requests (including a printable map with points shown and cut/fill measurements shown with the points):
  - ➔ 50 points or less, **\$ 751**
  - ➔ 51-75 points, **\$ 1,155**
  - ➔ 76-125 points, and **\$ 1,730**
  - ➔ 126-200 points. **\$ 2,540**

**2. Sand Draw Landfill**

- a. Topo of the entire landfill waste boundary and airspace volumetric calculation of airspace consumption when compared against a surface developed by prior topographic survey. **\$1,800**
- b. Topo and airspace volumetric calculation of airspace consumption when compared against a surface developed by prior topographic survey:

- Area of five acres or less, \$ 924
  - Area of greater than five acres but less than ten acres, \$ 1,155
  - Area of greater than ten acres but less than 20 acres, \$ 1,250
  - Area of greater than 20 acres but less than 30 acres, and \$ 1,300
  - Area of greater than 30 acres but less than 40 acres. \$ 1,400
- c. Surveying and guidance staking of top of waste, base of an excavation, alignment, top of final grade, or alternative requests (including a printable map with points shown and cut/fill measurements shown with the points):
- 50 points or less, \$ 870
  - 51-75 points, \$ 1,270
  - 76-125 points, and \$ 1,850
  - 126-200 points. \$ 2,660

### 3. Dubois Landfill

- a. Topo of the entire landfill waste boundary and airspace volumetric calculation of airspace consumption when compared against a surface developed by prior topographic survey. \$ 2,000
- b. Topo and airspace volumetric calculation of airspace consumption when compared against a surface developed by prior topographic survey:
- Area of five acres or less, \$ 1,100
  - Area of greater than five acres but less than ten acres, \$ 1,330
  - Area of greater than ten acres but less than 20 acres, \$ 1,445
  - Area of greater than 20 acres but less than 30 acres, and \$ 1,445
  - Area of greater than 30 acres but less than 40 acres. \$ 1,560
- c. Surveying and guidance staking of top of waste, base of an excavation, alignment, top of final grade, or alternative requests (including a printable map with points shown and cut/fill measurements shown with the points):
- 50 points or less, \$ 1,040
  - 51-75 points, \$ 1,445
  - 76-125 points, and \$ 2,020
  - 126-200 points. \$ 2,575

### 4. Shoshoni Landfill

- a. Topo of the entire landfill waste boundary and airspace volumetric calculation of airspace consumption when compared against a surface developed by prior topographic survey. \$ 1,620
- b. Topo and airspace volumetric calculation of airspace consumption when compared against a surface developed by prior topographic survey:
- Area of five acres or less, \$ 1,040
  - Area of greater than five acres but less than ten acres, \$ 1,270
  - Area of greater than ten acres but less than 20 acres, \$ 1,390
  - Area of greater than 20 acres but less than 30 acres, and \$ 1,390
  - Area of greater than 30 acres but less than 40 acres. \$ 1,500
- c. Surveying and guidance staking of top of waste, base of an excavation, alignment, top of final grade, or alternative requests (including a printable map with points shown and cut/fill measurements shown with the points):
- 50 points or less, \$ 980

- ➔ 51-75 points, **\$ 1,390**
- ➔ 76-125 points, and **\$ 1,965**
- ➔ 126-200 points. **\$ 2,520**

June 15, 2022

Board of Directors  
Mark Moxley, Chairman  
Fremont County Solid Waste Disposal District  
Lander, WY 82520

Dear Board of Directors:

This letter is to confirm our understanding of the terms and objectives of my engagement and the nature and limitations of the services I will provide.

My engagement will be limited to assisting the Fremont County Solid Waste Disposal District and its' staff with the services as described on the attached task order list.

I will not audit or review your financial statements, or any other accounting documents, in accordance with generally accepted auditing standards. Accordingly, I ask that you not in any manner refer to my services as an audit or review. Any financial statements generated will be for internal use only and I will not issue a report on the internal use statements. My engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist. However, it may be necessary to ask you for clarification of some of the information you provide, and I will inform you of any material errors, fraud or other illegal acts that come to my attention, unless they are clearly inconsequential.

You are responsible for adopting sound accounting policies, for maintaining an adequate and efficient accounting system, for safeguarding assets, for authorizing transactions, for retaining supporting documentation for those transactions, and for devising a system of internal controls that will, among other things, help assure the preparation of proper financial statements. Furthermore, you are responsible for management decisions and functions, and for evaluating the adequacy and results of those services.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing me about all known or suspected fraud affecting the Organization involving (a) management (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. You are also responsible for informing me of your knowledge of any allegations of fraud or suspected fraud affecting the Organization received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

June 15, 2022

Fremont County Solid Waste Disposal District

Page 2

My fees and costs will be billed monthly at the rate of \$100 per hour, and are payable upon receipt. Invoices unpaid 30 days past the billing date may be deemed delinquent, and are subject to an interest charge of 1.5% per month. I reserve the right to suspend our services or to withdraw from this engagement in the event that any of my invoices are deemed delinquent. In the event that any collection action is required to collect unpaid balances due, you agree to reimburse me for my costs of collection, including attorneys' fees.

If either party elects to terminate my services, for any reason, my engagement will be deemed to have been completed upon written notification of termination. You will be obligated to compensate me through the date of termination.

In connection with this engagement, I may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, I cannot guarantee or warrant that emails from me will be properly delivered and read only by the addressee. Therefore, I specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by me in connection with the performance of this engagement. In that regard, you agree that I shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

It is my policy to retain engagement documentation for a period of three years, after which time I will commence the process of destroying the contents of our engagement files. To the extent I accumulate any of your original records during the engagement; those documents will be returned to you. The balance of my engagement file is my property, and I will provide copies of such documents at my discretion.

In the event I am required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, you agree to compensate me at my standard hourly rates then existing for the time we expend in connection with such response, and to reimburse me for all of our out-of-pocket costs incurred in that regard.

June 15, 2022  
Fremont County Solid Waste Disposal District  
Page 3

Any litigation arising out of this engagement, must be filed within the time period allowed by Wyoming Statutes.

If you agree that the foregoing terms shall govern this engagement, please sign the copy of this letter in the space provided and return the original signed letter to me, keeping a fully-executed copy for your records.

Thank you for your attention to this matter, and please contact me with any questions that you may have.

Sincerely,



SLB, Inc.  
Susan L. Brodie, CPA

**ACCEPTED AND AGREED:**

Fremont County Solid Waste Disposal District

\_\_\_\_\_  
By: Mark Moxley  
Chairman of the Board

\_\_\_\_\_  
Date

**Task List for Accounting Services  
For Fiscal Year Ending 6/30/2023**

**Accounting Services to be performed by:**

SLB, Inc., Susan L Brodie, CPA  
PO Box 731, Lander, WY 82520  
(307) 330-7181  
[susancpa@wyoming.com](mailto:susancpa@wyoming.com)

<b>Task Number</b>	<b>Name</b>	<b>Description</b>	<b>Cost not to exceed</b>	<b>Estimated Completion</b>
2023-1	Financial Statements	Review draft annual financial statements for auditors for fiscal year ended 6/30/22, prepare Management Discussion & Analysis and other	\$ 4,000.00	Nov-22
2023-2	Audit Support	Prepare work papers and information for audited financial statement. Provide information to auditors as requested.	\$ 5,000.00	Nov-22
2023-3	Budgets	Finalize 2022-23 budget administration. Assist with the preparation the budget document for the next fiscal year, assist superintendent with financial projections and budgeting procedures required.	\$ 4,000.00	Jul-22
2023-4	Monthly Review	Review monthly financial reports and make necessary adjustments. Prepare Board reports and review sheet for files.	\$ 4,800.00	Jun-23
2023-5	Long-term Plan & Grants	Assist the Board and superintendent with the long term financial planning for closure and post-closure costs, equipment plan, etc. Assist with grant reporting	\$ 1,600.00	Jun-23
2023-6	Board Meetings	Attend board meetings, when requested, and assist with financial information provided to board members.	\$ 1,750.00	Jun-23
2023-7	Miscellaneous	Other accounting services as requested by FCSWDD, if needed	\$ 8,850.00	Jun-23
		<b>Total Budget for Year Ending 6/30/2023</b>	<b>\$ 30,000.00</b>	