

**SERVICE AGREEMENT**

**BETWEEN**

**CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY**

**AND**

**ALLIED WASTE SYSTEMS, INC.**

**FOR**

**COMMERCIAL FOOD SCRAPS PRE-PROCESSING,  
TRANSFER AND TRANSPORT SERVICES**

**OCTOBER 24, 2024**

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BETWEEN  
CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY  
AND  
ALLIED WASTE SYSTEMS, INC  
FOR  
COMMERCIAL FOOD SCRAPS PRE-PROCESSING, TRANSFER AND  
TRANSPORT SERVICES**

This Service Agreement for Commercial Food Scraps Pre-Processing, Transfer and Transport Services (“Agreement”) is entered into on the 24th Day of October, 2024, by and between the Central Contra Costa Solid Waste Authority, a Joint Powers Authority (hereinafter, “Authority”), and Allied Waste Systems, Inc., a Delaware corporation, dba Contra Costa Transfer (hereinafter, “Contractor”) (collectively, the “Parties”).

**RECITALS**

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (“AB 939”) and subsequent modifications thereto, established a solid waste management process that requires cities and other local jurisdictions to implement source reduction, reuse, and recycling as integrated waste management practices;

WHEREAS, the Authority has the authority to assume municipal solid waste and materials Diversion management responsibilities such as acquiring services, entering agreements, negotiating contracts, granting franchises, planning facilities, reviewing rates and Tipping Fees, and other related matters on behalf of the constituents of the Cities and Towns of Danville, Lafayette, Moraga, Orinda, and Walnut Creek, and the County of Contra Costa (“Member Agencies”);

WHEREAS, only certain unincorporated areas of Contra Costa County are included in the jurisdictional boundaries of the Service Area;

WHEREAS, the Authority has the authority to enter into exclusive service agreements for handling Recyclable Materials, Organic Materials, and Solid Waste, and to prescribe the terms and conditions of such agreements;

WHEREAS, the Authority Board of Directors has found that Collection, Transfer, Transport, Processing, Diversion, and Disposal programs can most cost-effectively be carried out on a multi-jurisdictional basis;

WHEREAS, pursuant to California Public Resources Code Section 40059(a), the Board of Directors of the Authority has determined that the public health, safety, and well-being of the Authority, its Member Agencies, and their constituents requires the highest quality Collection, Transfer, Transport, Processing, Diversion, and Disposal services from thorough, competent, and qualified companies;

WHEREAS, agencies like the Authority have generally been held liable under Federal superfund laws for the costs of cleaning up of Hazardous Waste sites that accepted solid waste generated within municipalities’ jurisdictions; therefore, the Authority is prudent to provide for terms and conditions of solid waste Disposal in accordance with this Agreement;

WHEREAS, obtaining a long-term commitment for Recyclable Materials, Commingled Organics and Solid Waste Transfer and Transport, and Commercial Food Scraps Pre-Processing, Transfer and Transport Services for specified materials, generated in the Service Area in accordance with this Agreement is in the best interests of the public health, safety, and well-being of the Authority, its Member Agencies, and their constituents and is fiscally prudent;

WHEREAS, through enactment of AB 939, the State of California also recognizes the important health and safety consideration to long-term planning for local governments' adequate disposal needs. The State requires local governments to make adequate provision for at least fifteen (15) years of solid waste disposal capacity to preserve the health, safety, and well-being of the public;

WHEREAS, the Authority Board of Directors has found and determined, based on the Contractor's Proposal, qualifications, demonstrated experience, reputation, and reasonable cost to the Member Agencies, that the Contractor is best able to provide such services to protect the public health, safety, and well-being of the Authority, its Member Agencies, and their constituents;

WHEREAS, the Contractor has represented and warranted to the Authority that it has the experience, responsibility, qualifications, and ability to implement safe, thorough, and competent Pre-Processing services in compliance with Applicable Law and the provisions of this Agreement;

WHEREAS, pursuant to California Public Resources Code Section 40191, "solid waste" does not include hazardous waste as defined in California Public Resources Code Section 40141, radioactive waste, or untreated medical waste;

WHEREAS, this Agreement expressly limits the types and categories of Franchised Materials that Contractor is authorized to Pre-Process;

WHEREAS, the State of California has found and declared that the amount of refuse generated in California, coupled with diminishing disposal capacity and potential adverse environmental impacts from landfilling and the need to conserve natural resources, has created an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program. The State has, through enactment of AB 939 and subsequent related legislation including, but not limited to: AB 341, AB 2176, SB 1016, AB 1826, SB 1383, the California Green Building Standards Code (CALGreen), AB 1594, AB 1201, SB 343, and SB 54, directed the responsible State agency, and all local agencies, to promote diversion and to maximize the use of feasible waste reduction, re-use, recycling, and composting options in order to reduce the amount of refuse that must be disposed;

WHEREAS, in response to the Governor of the State of California signing Executive Order N-79-20, the California Air Resources Board has established regulations, including, but not limited, the Advanced Clean Fleets Regulation, as part of a strategy to transition fleets to zero emissions vehicles (ZEVs), and provisions of such regulations apply to the Contractor's vehicle fleet under this Agreement;

WHEREAS, neither the Authority nor the Contractor can anticipate all of the possible needs, considerations, or eventualities that may arise during the Term of this Agreement, and the Parties agree that they will work together in a spirit of mutual cooperation to resolve any such issues as and when they arise; and,

WHEREAS, neither the Authority nor the Contractor can anticipate any changes in the industry as to the future means or methods of Collection, Transfer, Transport, Processing, Diversion, and/or Disposal services, and will work together in a spirit of mutual cooperation to address such opportunities and/or issues as and when they arise.

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, and for other good and valuable consideration, the Parties do hereby agree as follows:

## **ARTICLE 1 DEFINITIONS**

Defined terms are incorporated in Exhibit A of this Agreement.

## **ARTICLE 2 GRANT AND ACCEPTANCE OF EXCLUSIVE SERVICE RIGHTS**

### **2.1 Scope of Agreement**

Through this Agreement, the Authority grants to the Contractor an exclusive right and privilege, and obligation to Transfer, Transport, and Pre-Process Commercial Food Scraps and Dispose of Pre-Processing Residue generated within the Service Area. Subject to the limitations in Section 2.2 and 5.9, and except where otherwise prohibited by Federal, State, and local laws and regulations, the Contractor shall exclusively be responsible for each of the following {Note to Proposer: These will be updated based on scope.}:

- A. Reserved.
- B. Accepting, Pre-Processing, Transferring, and Transporting Pre-Processed Commercial Food Scraps to the Designated Anaerobic Digestion Facility.
- C. Reserved.
- D. Transporting and Disposing of Pre-Processing Residue at a permitted Disposal Site.
- E. Reserved.
- F. Reserved.
- G. Reserved.
- H. Maintaining accurate records and providing timely reporting of all materials Accepted and transactions conducted under this Agreement.
- I. Billing and collecting payment from the Authority for Contractor's compensation under this Agreement.
- J. Furnishing all labor, supervision, vehicles and fueling/charging infrastructure, Containers, other equipment, materials, supplies, and all other items and services necessary to perform Contractor's obligations under this Agreement.
- K. Paying all expenses related to provision of services required by this Agreement including, but not limited to, taxes, regulatory fees, and payments to Member Agencies or the Authority.
- L. Performing all services in substantial accordance with the Contractor's Proposal and in full accordance with this Agreement at all times using best industry practice for comparable operations. If the Contractor's Proposal and Agreement conflict, the terms and provision of the Agreement shall prevail.
- M. Complying with all law related to the performance of the Agreement.
- N. Providing complete and accurate reports in a timely manner.

- O. Providing all services required by this Agreement in a thorough and professional manner at all times so that residents, businesses, and the Member Agencies are provided timely, reliable, courteous, and high-quality service.
- P. Performing or providing all other services necessary to fulfill the Contractor's obligations under this Agreement.

## 2.2 Scope Limitations and Exclusions

- A. **Non-Exclusive Materials.** Except as otherwise provided, and in accordance with Section 2.8, this Agreement shall not preclude the materials listed below from being collected or otherwise lawfully handled or managed by others provided they are not placed in a Collection Container intended for Collection by the Franchised Collector or otherwise placed out in accordance with programmatic set-out guidelines established by the Franchised Collector, the Authority, or the Authority's contractors. Nothing in this Agreement is intended to or shall be construed to excuse any Person from obtaining any authorization from the Authority that is otherwise required by law:
  - 1. Recyclable and Organic Materials Hauled by Other Persons. Recyclable and organic materials may be collected and otherwise legally handled, managed, and diverted by other Persons but only if such Persons: (a) do not, directly or indirectly, charge the Generator a monetary sum or other consideration for provision of such service if the material being collected for Diversion is otherwise Accepted by the Franchised Collector and being Diverted by the Recyclables Contractor; (b) pay the Generator a net payment for the receipt of such recyclable or organic materials or accept such materials as a donation; and/or (c) accept reusable or salvageable materials that are donated or sold by other Persons for the purpose of reuse. Such Persons shall also be required to provide written documentation to the Authority, upon the Authority's request, that such Persons meet the foregoing requirements.
  - 2. Construction and Demolition Debris. C&D may be collected and otherwise legally handled, managed, diverted, and/or disposed by other Persons providing construction and demolition services to the Premises and/or in accordance with the Authority's C&D transporter registration program.
  - 3. Dirt. Loose soil or earth from the ground may be collected and otherwise legally handled, managed, diverted, and/or disposed by other Persons.
  - 4. Self-Hauled Materials. For the purposes of delivery to a Transfer Facility, Processing Facility, or Disposal Site, Generators may transport materials generated solely in or on their own Premises, using their own equipment and employees, and such Self-Hauled material is not required to be Delivered by such Self-Haulers to Contractor or any of the Approved or Designated Facilities.
  - 5. Donated Materials. Any items that are donated by a Generator to youth, civic, or other charitable organizations, may be collected and otherwise legally handled, managed, diverted, and/or disposed by other Persons, provided that the Generator is not charged, directly or indirectly, a monetary sum or other consideration for such services.
  - 6. Beverage Containers. Beverage containers with redemption value delivered for Recycling under the California Beverage Container Recycling Litter Reduction Act, California Public Resources Code Sections 14500 et seq. may be collected and otherwise legally handled, managed, and diverted by other Persons.

7. Materials Removed as Incidental Part of Services. Solid waste, recyclable materials, and/or organic materials may be collected and otherwise legally handled, managed, diverted, and/or disposed by other Persons (e.g., gardener, landscaper, tree-trimming service, construction contractor, on-property clean-out service) as an incidental part of a service being performed.
8. Specialty Recyclable Materials and Extended Producer Responsibility Programs. Specialty Recyclable Materials and/or materials covered by Extended Producer Responsibility Programs may be collected and otherwise legally handled, managed, diverted, and/or disposed of by other Persons.
9. Materials Collected during Reuse and Cleanup Days Program Events. Franchised Materials that are set out for Curbside Collection by Generators consistent with the Authority's contract with the Reuse Contractor and associated requirements for the Reuse and Cleanup Days Program, may be Collected, Accepted, Transported, Transferred, Processed, Diverted, and/or Disposed by the Reuse Contractor.
10. Manure, Grease Waste, and Used Cooking Oil. Manure and remains from slaughterhouse or butcher shops, grease, or used cooking oil may be collected and otherwise legally handled, managed, diverted, and/or disposed by other Persons.
11. Sewage Treatment By-Product. By-products of sewage treatment, including biosolids, ash, grit, and screenings may be collected and otherwise legally handled, managed, diverted, and/or disposed by other Persons.
12. Hazardous Waste, Untreated Medical Materials, and Designated Waste. Hazardous Waste, untreated Medical Materials, and Designated Waste (as defined in California Water Code Section 13173 as may be amended or renumbered from time to time), regardless of its source, may be collected and otherwise legally handled, managed, diverted, and/or disposed by other Persons.
13. Source Separated E-Materials and Source Separated U-Materials. Source Separated E-Materials and Source Separated U-Materials regardless of its source, may be collected and otherwise legally handled, managed, diverted, and/or disposed by other Persons.
14. Discarded Materials Generated by Public Schools, State, County, and Federal Facilities. Discarded Materials generated by public schools, State, county, and Federal facilities located in the Service Area may be collected and otherwise legally handled, managed, diverted, and/or disposed by other Persons, or by the Contractor through a separate agreement. Such public facilities located within the Authority's Service Area may participate in the services provided by the Authority under this Agreement but are under no obligation to do so.
15. Edible Food. Edible Food that is collected from a Generator, Occupant, Owner, or manager of a Premises by other Person(s), such as a Person from a Food Recovery Organization or Food Recovery Service, for the purposes of Food Recovery; or that is Self-Hauled by the Generator, Occupant, Owner, or manager of the Premises to another Person(s), such as a Person from a Food Recovery Organization, for the purposes of Food Recovery, regardless of whether the Generator donates, sells, or pays a fee to the other Person(s) to Collect or receive the Edible Food.
16. Food Scraps for Animal Feed. Food Scraps that are separated by the Generator, Owner, Occupant, or manager of a Premises, and used by the Generator, Owner, Occupant, or manager of the Premises or distributed to other Person(s) for lawful use as animal

feed, in accordance with 14 CCR Section 18983.1(b)(7). Food Scraps intended for animal feed may be Self-Hauled by Generator or hauled by another party.

17. On-site or Community Composting. Organic Materials Composted or otherwise legally managed at the Premises where it was generated (e.g., backyard Composting, or on-site anaerobic digestion) or at a community composting site.

The Contractor acknowledges and agrees that the Authority may permit other Persons, in addition to the Contractor, to collect and lawfully handle, manage, divert, and/or dispose of any and all types of materials excluded from the scope of this Agreement as well as those materials as set forth above without seeking or obtaining approval of the Contractor. If the Contractor can produce evidence that other Persons are performing any services within the scope of this Agreement (as identified in Section 2.1) that are not limited or otherwise excluded from such scope (as identified in Section 2.2), the Contractor shall report the location, name, and phone number of the Person or company to the Authority along with the Contractor's evidence of the violation of the exclusive nature of this Agreement. Notwithstanding the foregoing, the Contractor may not enforce or seek to have the Authority enforce any of its exclusive rights under this Agreement in a manner that would prevent the Diversion of source separated material that Contractor is unable or unwilling to Divert.

- B. **Excluded Services.** Except as otherwise provided in this Agreement, the Contractor acknowledges that the services described below are being managed under separate agreements between the Authority and other service providers. The Contractor is expressly prohibited from providing services, performing any activities, or operating in any capacity that could be construed as violating the exclusivity provisions provided by the Authority to other service providers related to the Authority's Franchised Materials (except to the extent that Contractor enters into a separate agreement with the Authority as the exclusive provider of one of the services below, and only for the duration of that agreement and any extensions thereto) as follows:

1. Collecting Franchised Materials. The Contractor shall not engage in the Collection of any Franchised Materials from any Generator in the Service Area. The Contractor acknowledges that this service is managed under a separate agreement between the Authority and the Franchised Collector.
2. Collecting and Processing Reuse and Clean-up Day Program Materials. The Contractor shall not engage in the Collection of any Franchised Materials that are set out in accordance with the Reuse and Cleanup Day Program. The Contractor acknowledges that this service is managed under a separate agreement between the Authority and the Reuse Contractor.
3. Transferring Recyclable Material, Commingled Organics, Solid Waste, or Mixed Materials. The Contractor shall not engage in the Transfer of any Recyclable Material, Commingled Organics, Solid Waste, or Mixed Materials. The Contractor acknowledges that this service(s) is managed under a separate agreement(s) between the Authority and Transfer Contractor.
4. Composting Commingled Organics, Yard Trimmings, and Composting and/or Anaerobically Digesting Commercial Food Scraps. Except as provided in Section 6.1.B and Section 6.1.C as a contingency for managing the Contractor's services under this Agreement, the Contractor shall not engage in the Composting of Commingled Organics, Yard Trimmings, or Commercial Food Scraps. The Contractor acknowledges that these services are managed under a separate agreement(s) between the

Authority and the Organics Contractor and/or the operator of the Designated Anaerobic Digestion Facility.

5. Processing Recyclable Materials. The Contractor shall not engage in the Processing of Recyclable Materials. The Contractor acknowledges that this service is managed under a separate agreement between the Authority and the Recyclables Contractor.
6. Composting Commercial Food Scraps. The Contractor shall not engage in the Composting of Commercial Food Scraps (beyond the Commercial Food Scraps Pre-Processing activities at the Approved Pre-Processing Facility). The Contractor acknowledges that this service is managed under a separate agreement between the Authority and the Commercial Food Scraps Contractor.
7. Anaerobic Digestion. The Contractor shall not engage in Anaerobic Digestion of Organic Materials. The Contractor acknowledges that this service is managed under a separate agreement between the Authority and the operator of the Designated Anaerobic Digestion Facility.
8. Reserved.
9. Processing of Mixed Materials. The Contractor shall not engage in the Processing of Mixed Materials. The Contractor acknowledges that this service may be managed under a separate agreement between the Authority and the Mixed Waste Contractor if Mixed Waste Processing is implemented during the Term.
10. Disposal of Solid Waste. The Contractor shall not engage in the Disposal of Solid Waste, or Mixed Waste Processing Residue if Mixed Waste Processing is implemented during the Term. The Contractor acknowledges that this service is managed under a separate agreement between the Authority and the Disposal Contractor.
11. C&D Collection. The Contractor shall not engage in the Collection of C&D unless otherwise permitted in accordance with the Authority's C&D transporter registration program.

For the avoidance of doubt, the restrictions set forth in items 1 through 11 above shall not be interpreted to restrict the Contractor's activities with respect to any other solid waste that is not collected within the Service Area.

## 2.3 Change in Marketability of Materials

Should any materials, by-products, or components of such materials listed in Section 2.1 or Exhibit C, or any other materials not currently designated as Franchised Materials, develop economic value over time, the Authority reserves the right to add such materials to this exclusive Agreement and may have Contractor Pre-Process and Transport such materials under this Agreement.

## 2.4 Change in Scope

The Authority may, by written notice, direct the Contractor to perform additional services or modify existing services under this Agreement, but no change in scope shall be constructed so as to materially impair the exclusive rights of the Contractor granted hereunder.

- A. For example, and without limitation, the Authority may request the following changes in scope:
  1. Change in marketability of materials, as provided above in Section 2.3.

2. Inclusion of new Diversion programs and/or Mixed Waste Processing.
  3. Research, development, and implementation of innovative services, which may entail different Collection and/or Processing methods, targeted routing, different kinds of services, different types of Collection vehicles or Containers, and/or new requirements for Generators.
  4. Expansion of public education, outreach, and/or technical assistance activities.
  5. Elimination of programs.
  6. Research, development, and/or performance of pilot programs.
  7. Modification of the manner in which Contractor performs existing services.
  8. Implementation of other program and/or service adjustments as may be determined.
  9. Any change in services mandated by the Authority pursuant to the disaster waiver provision in Section 7.4.F.
  10. Existing and new Extended Producer Responsibility programs, as provided in Section 7.5.
- B. Within sixty (60) Days after the Authority's written request under this Section, or longer if the Contractor requests additional time that is approved by the Authority and not unreasonably withheld, the Contractor shall present a written proposal to perform the additional or modified services. The proposal shall include all operational, financial, equipment, personnel, promotional, or other information requested by the Executive Director and reasonably necessary to evaluate the cost-effectiveness of Contractor's proposal.
- C. The Authority shall review the Contractor's proposal for the change in scope of services. The Authority may accept the proposal, negotiate the terms of the proposal with the Contractor, or reject the proposal. The Parties will cooperate in good faith to amend the Agreement, as needed, to reflect the outcome of the Authority's review of the proposal.
- D. The Contractor shall not be compensated for the proposal preparation costs or costs incurred during the negotiation of its proposal for the change in scope. However, if the Authority approves the change in scope, the Contractor may seek a Special Tipping Fee Review as provided in Section 10.4 and 10.5.
- E. If the Authority and the Contractor cannot agree on the terms and conditions of the change in scope, including compensation and/or Tipping Fee adjustments, within one hundred twenty (120) Days (or otherwise mutually extended in writing by the Parties) from the date when the Authority receives a proposal from the Contractor to perform such services or if such request is not otherwise a requirement under Section 7.5 and Contractor does not timely submit a proposal in response to the Authority's request, the Contractor shall not be obligated to implement such a change in scope and the Contractor acknowledges and agrees that the Authority may permit other Persons besides the Contractor to provide such services. Nothing in this Section shall be constructed to allow the Authority to unilaterally impair the exclusive rights of the Contractor granted hereunder. Nothing herein shall prevent the Authority from also soliciting cost and operating information from other Persons in order to inform the Authority's evaluation of the Contractor provided proposal.



## 2.5 Payment of Procurement Expenses

In exchange for the grant of this Agreement, Contractor agrees to pay Ten Thousand Dollars (\$10,000) to the Authority to reimburse the Authority for its procurement costs and expenses. The Contractor shall make payment to Authority by check within fifteen (15) Days after the Effective Date of this Agreement. This payment shall not be recovered by Contractor through Tipping Fees charged under this Agreement.

## 2.6 Obligation to Provide Service

The Authority and the Contractor agree, as more fully set forth in the Recitals to this Agreement, that proper Pre-Processing, Transfer and Transport of Commercial Food Scraps is fundamental to the protection of the public health, safety and the well-being of the Authority, its Member Agencies, and their constituents. The Authority's responsibility for ensuring the adequacy of these services in part provides the justification for the granting of an exclusive Agreement to the Contractor. Except as otherwise provided in Section 14.10, this exclusive Agreement creates an obligation that such services continue to be provided even under difficult or adverse circumstances, such as but not limited to, natural disaster, pandemic, labor unrest, and any period where legal actions, future judicial interpretations of current law, or new laws or regulations impact the effectiveness of portions of this Agreement. In such an event, it shall be the responsibility of the Contractor to mitigate any potential damages to other services being provided as much as possible. For example:

- A. **Court or Regulatory Agency Mandate.** Should a court of competent jurisdiction or other regulatory agency set aside, invalidate, or stay all or a portion of the Tipping Fees approved by the Authority under this Agreement or the portion of the Maximum Rates charged by the Franchised Collector related to the Tipping Fees, the Contractor agrees to continue to perform its obligations as otherwise set forth herein, and the Authority and/or the Contractor shall take such urgency actions necessary to facilitate the Contractor's continuation of service and compensation to the Contractor therefor. Among other things, the Parties shall meet and confer within thirty (30) Days after such set aside, invalidation, or stay is final. Nothing herein is intended to modify the Authority's obligations related to any portion of the Tipping Fees that is not subject to set aside, invalidation or stay.
- B. **Change in Law.** Should there be a Change in Law, the Contractor agrees to meet and confer with the Authority to discuss the impact of such Change in Law on either Party's ability to perform under this Agreement.
- C. **Legal Action.** If, as a result of a legal action, the Franchised Collector is unable to include any portion of the Contractor's per-Ton Tipping Fee payment(s) (provided for in Section 9.1 of this Agreement) in the Maximum Rates the Franchised Collector charges for its services, then the Contractor agrees, upon direction from the Authority, to reduce its per-Ton Tipping Fee in an amount corresponding to the disallowed portion of the Maximum Rates, or any components thereof, and Franchised Collector shall thereafter not be required to remit the amount of the disallowed portion of Contractor's per-Ton Tipping Fee payment(s) to the Authority and the Authority shall not thereafter be required to remit the same to Contractor.
  1. Nothing herein is intended to imply that California Constitution Articles XIII(C) or (D) apply to the Maximum Rates charged by the Franchised Collector. The foregoing paragraphs are merely intended as a contractual allocation of risks between the Parties.

2. This Section shall survive the expiration or earlier termination of this Agreement and shall not be construed as a waiver of rights by the Authority to contribution or indemnity from third parties.
  3. This provision is intended to be consistent with and limited by California Public Resources Code Section 40059.2.
- D. **Allocation of Risk.** Neither the Authority nor the Contractor shall have the right to obtain payment from the other Party for losses either may sustain due to a court of competent jurisdiction or other regulatory agency invalidating, setting aside, or staying the collection of all or a portion of the Tipping Fees approved by the Authority under this Agreement or the Maximum Rates charged by the Franchised Collector. The Contractor shall bear the risk of any lost profits or losses associated with the cost of providing continued service as a result of such a legal action or ruling, and similarly the Authority shall bear the loss of payments to the Authority or its Member Agencies during any period where the Contractor cannot lawfully collect those payment amounts from Subscribers.
- E. **Labor Unrest.** In the event of labor unrest, including but not limited to strike, work stoppage or slowdown, sickout, picketing, or other concerted job action conducted by the Contractor's employees or directed at the Contractor, or an Affiliate, contractor, or supplier of Contractor, the Contractor shall not be excused from performance. In such case, the Contractor shall continue to provide service in accordance with this Agreement, including use of Alternate Facilities as necessary, in accordance with Section 8.4. Any labor action initiated by the Contractor, including but not limited to a lock-out, shall not be grounds for any excuse from performance and the Contractor shall perform all obligations under this Agreement during the pendency of such Contractor-initiated labor action. The Authority retains the right to demand assurances of performance related to labor unrest, in accordance with Section 14.11. Failure to perform as a result of labor unrest shall be considered an Event of Breach in accordance with Section 14.1.
- F. **Capacity Restriction(s) and/or Facility Closure Not Due to Uncontrollable Circumstance.** In the event of a temporary, sustained, or permanent capacity restriction or closure of an Approved Facility under this Agreement, (other than due to Uncontrollable Circumstance) the Contractor shall not be excused from performance. In such case, the Contractor shall continue to provide service in accordance with this Agreement, including use of Alternate Facilities as necessary, in accordance with Section 8.4, and shall prioritize the Authority's materials if capacity limitations are imposed on the Contractor as a result of any regulatory violations or other instances where the Contractor's capacity is limited by a regulatory body, whether initiated by or imposed on the Contractor. Any limitations on capacity, including but not limited to a change in any permitted capacity limitations by material type, shall not be grounds for any excuse from performance and the Contractor shall perform all obligations under this Agreement. The Authority retains the right to demand assurances of performance related to any temporary, sustained, or permanent capacity restriction or closure of an Approved Facility under this Agreement, in accordance with Section 14.11.

## 2.7 No Guarantees of Materials Volume or Composition

The Authority does not guarantee the quantity or composition of Commercial Food Scraps Delivered to the Contractor during the Term of the Agreement. The Parties acknowledge that the quantity and composition of Commercial Food Scraps will be impacted during the Term of the Agreement based on a number of unpredictable factors such as, but not limited to, those factors listed below.

- A. The state of the economy.

- B. The number of residents and the number and type of businesses.
- C. Participation level of residents and businesses in various Source Reduction and Diversion programs.
- D. Rate setting practices for Collection services.
- E. Changes in packaging, products, technology, and other external factors.
- F. Diversion programs or policies of the State, County, the Authority, Member Agencies, and others.
- G. Private efforts by residents and businesses to reduce waste and increase Diversion.
- H. Impact of existing, pending, or future Applicable Law, including but not limited to, AB 939, AB 341, AB 2176, SB 1016, AB 1826, SB 1383, AB 1594, AB 1201, SB 343, SB 54, CALGreen, and the Advanced Clean Fleets Regulation.
- I. Impact of current or future bans or policies on the Disposal of materials, such as, without limitation, polystyrene, single-use plastics, mattresses, carpet, C&D, Hazardous Waste, or materials that are difficult to Process, as established by the Authority, one or more of its Member Agencies, Contra Costa County, the State, or other applicable regulatory bodies.
- J. Impact of current or future Extended Producer Responsibility Programs established by the Authority, one or more of its Member Agencies, Contra Costa County, the State, or other applicable regulatory bodies.

## **2.8 References to Defined Terms**

Throughout this Agreement, references to defined terms that are not capitalized shall have the same meaning as their capitalized counterparts unless the use of such terms indicates they are not the subject to the exclusivity provisions of this Agreement or the other separate agreements between the Authority and other parties for services directly or indirectly related to this Agreement. Where types of materials are used in their lowercase form, such materials are assumed to have not entered the franchised system by virtue of not having been placed in Collection Containers or otherwise set-out by Generators in accordance with the Franchised Collector(s) set-out instructions. Where actions or activities are used in their lowercase form, such activities are assumed to have not been performed by any Person in privity of contract with the Authority for services directly or indirectly related to this Agreement.

## **2.9 Subcontractors and Affiliates**

The Contractor shall not engage a Subcontractor(s) for Transfer, Transport, or Pre-Processing services without the prior written consent of the Executive Director, and shall not be unreasonably withheld. For any Subcontractor(s) pre-approved by the Authority as part of this Agreement that are listed in Exhibit H, Contractor shall demonstrate compliance with the requirements of this Section 2.9 on or before the Commencement Date of this Agreement. Following the Effective Date, if the Contractor desires to engage any Affiliate as a Subcontractor in the provision of services required in under this Agreement, the Contractor shall request approval from the Authority by providing the Executive Director with thirty (30) Days' written notification of its plans and provide an explanation of any potential impacts related to the quality, timeliness, or cost of providing services under this Agreement. If the Authority fails to respond within thirty (30) Days of receipt of written notification, the Contractor may initiate a meet and confer with the Authority. In no case shall failure to respond be deemed an approval thereof.

The Contractor shall be solely responsible for management and oversight of the activities of all approved Subcontractor(s) and shall require that all Subcontractor(s) comply with all material terms of this

Agreement, including the Indemnification provisions in Article 13 of this Agreement. The Contractor shall require that all Subcontractors file an insurance certificate with the Authority describing such Subcontractor's insurance coverage and name the Authority as an additional insured. The Executive Director may waive or excuse these insurance requirements in its sole discretion. The Contractor shall be considered to be in breach or default of this Agreement should the activities of any Subcontractor(s) constitute an Event of Breach or Event of Default under this Agreement.

## **ARTICLE 3 REPRESENTATIONS AND WARRANTIES**

### **3.1 Of Contractor**

By acceptance of this Agreement, the Contractor represents and warrants that, in addition to the other representations and warranties specified herein:

- A. **Existence and Powers.** The Contractor is a corporation duly organized, validly existing, and in good standing under the laws of the State of California and is qualified to transact business in the State and has full legal right, power, and authority to enter into and perform its obligations under this Agreement.
- B. **Due Authorization and Binding Obligation.** The Contractor has the authority to enter into and perform its obligations under this Agreement. The Contractor has taken all actions required by law or otherwise to authorize the execution of this Agreement. The Person(s) signing this Agreement on behalf of the Contractor has the authority to do so, and this Agreement constitutes the legal, valid, and binding obligation of the Contractor enforceable against the Contractor under its terms.
- C. **Truth and Accuracy of Information.** The information supplied by the Contractor in all written submittals made in connection with the Contractor's services, including the Contractor's Proposal (including the Non-Collusion Affidavit submitted with the Proposal) and any other supplementary information submitted to the Authority, which the Authority has relied on in awarding and entering this Agreement, is true, accurate, and complete, and does not contain material omissions or misleading statements. The Contractor will inform the Authority of any change in that information within one week of discovering any untruth or inaccuracy.
- D. **Contractor's Due Diligence.** The Contractor has made an independent investigation and examination (satisfactory to it) of the conditions and circumstances surrounding the Agreement and the work to be performed hereunder. Relying solely upon its own investigation, advice, and counsel, the Contractor has taken such matters into consideration in entering this Agreement to provide services in exchange for the Contractor Revenue provided for under the terms of this Agreement.
- E. **Ability to Perform.** The Contractor possesses the business, professional, and technical expertise to manage and the Contractor possesses the equipment, facilities, and employee resources required to perform all obligations of this Agreement.
- F. **Voluntary Use of Approved Facilities and Designated Facilities.** The Contractor, without constraint and as a free-market business decision in accepting this Agreement, agrees to use the Approved Facilities, Designated Facilities, or other location(s) approved by the Authority, for the purposes of Transferring, Transporting, Processing, Diverting, or Disposing of all Commercial Food Scraps Delivered to the Contractor. Such decision by the Contractor in no

way constitutes a restraint of trade notwithstanding any Change in Law regarding flow control limitations or any definition thereof.

- G. **No Warranty Regarding Volumes or Material Types.** The Contractor recognizes that the Authority expressly disclaims any warranties, either express or implied, as to the volume, type, merchantability, or fitness for any particular purpose of the various materials Delivered to the Contractor.
- H. **Covenant Not to Sue.** For the Term of this Agreement, the Contractor agrees that neither the Contractor, its officers, employees, agents, Subcontractors, nor its Affiliates, shall initiate, commence, or participate in (or directly or indirectly encourage or fund others to undertake) any administrative appeal or lawsuit against the Authority, its Member Agencies, or any of the Authority's selected contractors including the Authority's Franchised Collector, Disposal Contractor, Recyclables Contractor, Organics Contractor, Transfer Contractor, Reuse Contractor, or Mixed Waste Contractor that alleges any claims related to, arising out of, or in connection with the Authority's Request for Proposals (RFP) process for the Contractor's services or the Authority's selected contractors' services, including the award of any agreement or contract thereunder.
- I. **Iran Contracting Act Certification.** The Contractor shall submit a certification under the Iran Contracting Act (Public Contract Code Sections 2200 et seq.), in the form included as Exhibit J of this Agreement.

### 3.2 Of the Authority

By acceptance of this Agreement, the Authority represents and warrants that:

- A. **Existence and Powers.** The Authority is a Joint Powers Authority duly organized and validly existing under the laws of the State of California, with full legal right, power, and authority to enter into and perform its obligations under this Agreement.
- B. **Due Authorization and Binding Obligation.** The Authority has the authority to enter into and perform its obligations under this Agreement. The Authority has taken all actions required by law or otherwise to authorize the execution of this Agreement. The Person(s) signing this Agreement on behalf of the Authority have authority to do so, and this Agreement constitutes the legal, valid, and binding obligation of the Authority enforceable against the Authority under its terms.
- C. **No Warranty Regarding Volumes or Material Types.** Consistent with the terms of Section 2.7, the Authority expressly disclaims any warranties, either express or implied, as to the volume, type, merchantability, or fitness for any particular purpose of the various materials Delivered to the Contractor.

### 3.3 Of the Parties

By acceptance of this Agreement, the Parties represent and warrant that:

- A. **No Conflicts.** To the best of the Parties' knowledge, after reasonable investigation, the execution or delivery of this Agreement, as well as the performance by the Parties of their obligations hereunder, does not conflict with, violate, or result in breach of:
  - 1. Any law.
  - 2. Any term or condition of any judgment, order, or decree of any court, administrative agency, or other governmental authority.

3. Any agreement or instrument to which the Contractor or any of its Affiliates is a party or by which the Contractor or any of its Affiliates' properties or assets are bound, or which constitutes a breach thereunder.
- B. **No Litigation.** There is no administrative filing, action, suit, or other proceeding as of the Effective Date, at law or in equity, before or by any court or governmental authority, commission, board, agency, or instrumentality decided, pending, or to the Parties' best knowledge, threatened by or against either Party wherein an unfavorable decision, ruling, or finding in any single case or in the aggregate, would:
1. Materially adversely affect the performance by either Party of its respective obligations hereunder or the transactions contemplated by this Agreement.
  2. Adversely affect the validity or enforceability of this Agreement.
  3. Have a material adverse effect on the financial condition of the Contractor, or any surety or entity guaranteeing the Contractor's performance under this Agreement.
- C. **No Legal Prohibition.** The Parties have no knowledge of any adverse judicial decision or any law in effect on the Effective Date that either affects the validity of this Agreement or would prohibit the performance by either Party of its respective obligations hereunder or the transactions contemplated by this Agreement.

## **ARTICLE 4 TERM OF AGREEMENT**

### **4.1 Term**

The initial Term of this Agreement shall be fifteen (15) years and four (4) months, commencing March 1, 2027, and continuing to at least June 30, 2042. This Agreement shall continue in full force and effect beyond that initial Term until such time as either Party provides notice to the other Party of its intent to terminate the Agreement, consistent with the requirements of Section 4.2.

### **4.2 Notice to Terminate**

After the expiration of the initial Term, either Party, in its discretion, may terminate the Agreement by providing written notice to the other Party; such notice shall be delivered a minimum five (5) years in advance of the termination date and shall be effective one (1) Day short of five (5) years in the specified termination year but in no case shall the termination date be before June 30, 2047.

In addition, if at any time during the Term of the Agreement the Contractor becomes aware of any circumstance, whether as a result of the Contractor's action, inaction, or other action or inaction beyond the reasonable control of the Contractor that may prevent, impact, or otherwise interfere with the Contractor's ability to continue to guarantee sufficient capacity for the Authority's Solid Waste, Commercial Food Scraps, and Commingled at the Approved Pre-Processing Transfer Facility for at least the following five (5) years, the Contractor has an affirmative duty to immediately issue a formal notice to the Authority. Further, if such circumstances cannot be mitigated, the Contractor has a duty to issue its notice of intent to terminate to the Authority in accordance with this paragraph or provide replacement services to the Authority at no additional cost to the Authority. The Contractor acknowledges that any notice of intent to terminate provided by the Contractor to the Authority under this Section shall not constitute a waiver of other rights and remedies available to the Authority for Contractor's failure to perform or in accordance with the rights and remedies available to the Authority in Article 14 of this Agreement.

## **ARTICLE 5**

# **MATERIAL ACCEPTANCE, TRANSFER, AND TRANSPORT SCOPE OF SERVICES**

This Article 5 describes the general requirements for the Contractor's obligation to Accept, Transfer, and Transport specified materials under this Agreement. The Authority shall enter into an agreement with the Franchised Collector that requires the Delivery of all materials specified herein to the facilities specified herein for that material.

### **5.1 Overview of Scope of Services**

- A. **Material Acceptance.** The Contractor shall Accept at the Approved Pre-Processing Facility all Commercial Food Scraps Collected by the Franchised Collector in the Service Area. Except as otherwise provided in Section 6.1.C, the Contractor shall safely and lawfully Pre-Process all Commercial Food Scraps, as required by Section 6.1.B, and Transfer and Transport Pre-Processed Commercial Food Scraps to the Designated Anaerobic Digestion Facility or the Approved Alternate Facility; provided, however, that in the event of a temporary disruption in the Contractor's Pre-Processing operations, and where the Authority has not otherwise exercised its right to redirect Commercial Food Scraps to an alternate facility designated by the Authority, the Contractor shall Transfer and Transport all Un-Processed Commercial Food Scraps to the Approved Alternate Facility as provided in Section 6.1.B.
- B. **Load Classification.** Prior to the Commencement Date, the Contractor shall work with the Authority and its Franchised Collector to develop a mutually agreed upon Load classification plan that will be attached to this Agreement as Exhibit P. The Contractor shall, at all times, follow the Load classification procedures for all Franchised Materials Delivered to the Approved Pre-Processing Facility and shall ensure the Load classification procedures are followed for any Approved Alternate Facilities in accordance with Exhibit P. The Contractor further acknowledges the Load classification procedures of the Designated Facilities may change from time to time as directed by the Authority.

At a minimum, the Contractor shall notify the Authority and Franchised Collector upon receipt of any Commercial Food Scrap Load which appears to exceed fifty percent (50%) physical Contamination; with the date and time materials were Delivered by the Franchised Collector and the truck number they were Delivered by. In the event that the Contractor Accepts material with Contamination that exceeds the facility limits established by the Designated Facility(ies), Contractor shall photograph the offending Load to evidence the Contamination level and may then Dispose of the offending Load and provide the photographic evidence to the Executive Director within one (1) Business Day.

In the event that the Franchised Collector repeatedly Delivers Commercial Food Scraps in excess of the Contamination threshold percentages set forth above, the Contractor may request to meet and confer with the Franchised Collector and the Authority to discuss the issue and identify a mutually agreeable resolution to address the excess Contamination that may include: i) a plan and corresponding obligation for the Franchised Collector to minimize Contamination; ii) evaluating compliance with the Load Classification methodology in Exhibit P; iii) modifying the Contamination thresholds; or iv) other solutions to minimize the Collection and subsequent Delivery of Contaminated Loads. Disputes arising under this Section are subject to the requirements set forth in Article 15.

- C. **Transport.** The Contractor shall safely and lawfully Transport: (i) all Pre-Processed Commercial Food Scraps from the Approved Pre-Processing Facility to the Designated

Anaerobic Digestion Facility, following Pre-Processing activities required by Section 6.1.A; (ii) all Pre-Processed Commercial Food Scraps from the Pre-Processing Facility to the Contractor's Approved Alternate Facility in accordance with Section 6.1.B; or iii) all Un-Processed Commercial Food Scraps from the Approved Pre-Processing Facility to the Contractor's Approved Alternate Facility in accordance with Section 6.1.C. . The Contractor shall Transport materials in Contractor-provided Transfer Vehicles.

If the Contractor plans to change its Transport method, the Contractor shall pay all associated costs after obtaining prior written approval from the Authority; and, the Contractor shall not be reimbursed for any additional costs. The Authority may grant or withhold approval of the proposed Transport method and the duration the Transport method is expected to remain in use in its sole discretion.

- D. **Capacity.** The Contractor warrants that, as of the Commencement Date, it has sufficient Pre-Processing Facility capacity at the Approved Pre-Processing Facility to receive and Transfer the Authority's Commercial Food Scraps through the Term and that it shall maintain that Pre-Processing Facility capacity through the Term (including any extension). The Contractor further warrants that, as of the Commencement Date, it has sufficient Composting capacity at the Approved Alternate Facilities to receive and Compost the Authority's Pre-Processed and/or Un-Processed Commercial Food Scraps in accordance with Section 6.1.B and 6.1.C.
- E. **Responsibility for Materials.** Once the Franchised Collector Delivers Commercial Food Scraps to the Approved Pre-Processing Facility and such materials are Accepted by the Contractor, ownership and the right to possession of the Commercial Food Scraps, will transfer directly from the Franchised Collector or other Person designated to Deliver Commercial Food Scraps to the Contractor, with the exception of Unpermitted Waste and Excluded Waste if the Contractor can identify the Unpermitted Waste and/or Excluded Waste pursuant to Section 8.5. All benefits and liabilities resulting from ownership and possession will accrue to the Contractor until such time as such materials are Delivered to and Accepted by the operator of an Approved or Designated Facility as required by this Agreement.
- F. **Facility Permits.** The Contractor shall keep all existing Permits and approvals necessary for use of the Approved Facility(ies), in full regulatory compliance or confirm that the owner or operator of such facility does so. The Contractor shall, upon request, provide copies of Permits and/or notices of violation of Permits to the Authority.

## 5.2 Material Acceptance and Rejection

- A. **Inspection.** In accordance with Section 8.5 of this Agreement, the Contractor shall use Standard Industry Practice to detect and reject Unpermitted Waste and/or Excluded Waste in a uniform manner and shall not knowingly Accept Unpermitted Waste and/or Excluded Waste at the Approved Pre-Processing Facility. The Contractor shall comply with the inspection procedure contained in its Permit requirements. The Contractor shall promptly modify that procedure to reflect any changes in Permits or Applicable Law.
- B. **Unpermitted Waste and/or Excluded Waste Handling and Costs.** Except for cases where it can be attributed to the Franchised Collector and/or a specific Generator or Permitted hauler the Contractor shall arrange for or provide handling, Transportation, and Delivery to a Recycling facility, incinerator, or landfill Permitted in accordance with Applicable Law of all Unpermitted Waste and/or Excluded Waste detected at the Approved Pre-Processing Facility. The Contractor is solely responsible for making those arrangements or provisions and paying for all costs thereof, subject to the remedies available under Section 5.2.C below.



- C. **Remedies for Rejected Materials.** If Unpermitted Waste and/or Excluded Waste is delivered to the Approved Pre-Processing Facility, the Contractor shall be entitled to pursue whatever remedies, if any, it may have against Person(s) bringing that Unpermitted Waste and/or Excluded Waste to the Approved Facility. The Franchised Collector shall have the same corresponding obligations to the Contractor under the terms of the Franchise Agreement described in this Section.

If Contractor identifies Unpermitted Waste or Excluded Waste, Delivered to the Approved Pre-Processing Facility by the Franchised Collector from the Service Area, Contractor shall notify the Franchised Collector and the Authority. The Franchised Collector shall have the primary responsibility to Collect, Transport, and Recycle or Dispose of that Unpermitted Waste and/or Excluded Waste and/or remediate any resulting Contamination at the Franchised Collector's expense. Upon notification by Contractor that the Franchised Collector has failed to remedy the issue following Contractor's notice to the Franchised Collector, the Authority shall have the option to require Contractor to Recycle or Dispose of the Unpermitted Waste and/or Excluded Waste, and/or remediate any Contamination resulting there from and, in such case, Contractor may invoice the Franchised Collector for the actual costs associated with such clean-up and the Authority shall support Contractor in obtaining payment from the Franchised Collector.

In the event that the Franchised Collector repeatedly Delivers Unpermitted Waste and/or Excluded Waste, the Contractor may request to meet and confer with the Franchised Collector and the Authority to discuss the issue and identify a mutually agreeable plan and corresponding obligation for the Franchised Collector to improve identification of Unpermitted Waste and/or Excluded Waste at the point of Transfer and reduce Delivery of Unpermitted Waste and/or Excluded Waste to the Contractor's Approved Commercial Food Scraps Pre-Processing Facility.

D. **Reserved.**

E. **Reserved.**

### 5.3 **Reserved**

### 5.4 **Residue Disposal Allocation Methodology**

- A. **Residue Disposal Allocation.** Prior to the Commencement Date, the Contractor shall prepare an Allocation Methodology plan based on the approved Allocation Methodology of the Franchised Collector, which shall be submitted for the Authority's review and approval that shall be consistent with and allow the Contractor to use the method described in Section 12.6 for tracking and allocating Commercial Food Scraps Residue and, as further described in the Contractor's Proposal, adjusted or modified by mutual agreement between the Contractor and the Authority. The approved Allocation Methodology shall be included as Exhibit Q. Contractor's Commercial Food Scraps Pre-Processing Residue Disposal Allocation Methodology shall be used throughout the Term to accurately allocate the Authority's share of the total Residue generated from the Pre-Processing of Commercial Food Scraps at the Approved Commercial Food Scraps Pre-Processing Facility. Contractor shall report Residue from Commercial Food Scraps Pre-Processing to the Authority monthly in accordance with Section 12.6 and Exhibit D. The Contractor shall not change the Disposal Allocation Methodology calculation method without prior written approval from the Authority.

Residue from the Contractor’s Pre-Processing of Commercial Food Scraps shall be Transported and Disposed at a Permitted Disposal facility by Contractor at Contractor’s sole expense. Contractor shall be fully responsible for the safe Disposal of all such Residue in accordance with Applicable Law. Residue delivered for Disposal shall not contain any Unpermitted Waste or Excluded Waste. Contractor shall maintain records and submit reports related to the Permitted Disposal facility, in accordance with Exhibit D.

**5.5 Reserved**

**5.6 Pre-Processed Commercial Food Scraps Transfer**

All Commercial Food Scraps received at the Approved Pre-Processing Facility shall be Pre-Processed consistent with the requirements of Section 6.1 and Transported to the Designated Anaerobic Digestion Facility by the Contractor, unless otherwise provided in Section 6.1.B.

**5.7 Reserved**

**5.8 Reserved**

**5.9 Facility Operations**

The Contractor shall provide Pre-Processing services at the Approved Pre-Processing Facility in accordance with Applicable Law, Standard Industry Practice, due diligence and specification, and other requirements of this Agreement. In addition, Contractor shall comply with the following service specifications:

- A. Operating, managing, and maintaining the Approved Pre-Processing Facility including all buildings, scales, roads, utilities, equipment, and other Facility requirements.
- B. Providing, operating, and maintaining all equipment, rolling stock, and supplies necessary for operations and maintenance.
- C. Operating and maintaining the scale house and scale system and weighing all inbound and outbound Franchised Materials in accordance with Section 8.9.
- D. Directing on-site traffic to appropriate unloading areas in accordance with Section 8.7 and providing a safe working environment for Approved Pre-Processing Facility users, visitors, and employees.
- E. Accepting Commercial Food Scraps Delivered by Franchised Collector from the Service Area.
- F. Safely managing the Commercial Food Scraps, Accepted at the Approved Pre-Processing Facility, including, but not limited to, meeting requirements of Section 5.2.
- G. Implementing Unpermitted Waste, Excluded Waste, and Hazardous Substance screening, identification, and prevention protocol. The Contractor shall not knowingly Deliver Unpermitted Waste and/or Excluded Waste to the Designated Facilities.
- H. Managing Recovered Materials in a manner compliant with AB 939, SB 1383, and other Applicable Law to ensure that the Authority shall benefit from full programmatic compliance and Diversion credit for that material.
- I. Loading materials into Transfer Vehicles and using its reasonable efforts to ensure that Transfer Vehicles Loads’ do not exceed legal road limits.
- J. Reserved.

- K. Reserved.
- L. Reserved.
- M. Transporting Commercial Food Scraps received from the Franchised Collector to the Designated Anaerobic Digestion Facility, following Pre-Processing activities required by Section 6.1 or as otherwise required pursuant to Section 6.1.B and/or 6.1.C.
- N. Reserved.
- O. Reserved.

## **ARTICLE 6 PRE-PROCESSING SCOPE OF SERVICES**

### **6.1 Commercial Food Scraps Pre-Processing**

- A. **General.** The Contractor shall Accept and, except as otherwise provided below, Pre-Process Commercial Food Scraps Collected by the Franchised Collector and Delivered to the Approved Pre-Processing Facility.

Further Processing of Pre-Processed Commercial Food Scraps shall be conducted at the Designated Anaerobic Digestion Facility or the Approved Alternate Facility, unless otherwise directed by the Authority. The Pre-Processing services required under this Section 6.1 shall result in material that conforms to the acceptance standards of the Designated Anaerobic Digestion Facility.

- B. **Unavailability of Designated Anaerobic Digestion Facility.** If the Designated Anaerobic Digestion Facility is temporarily unable to Accept Pre-Processed Commercial Food Scraps, the Contractor shall Pre-Process Commercial Food Scraps consistent with the requirements of this Section and shall Transport the Pre-Processed Commercial Food Scraps to the Alternate Approved Facility. In such a case, the Contractor shall be compensated at the Pre-Processed Contingency Tipping Fees in Exhibit E-1, which includes all costs associated with the Pre-Processing of Commercial Food Scraps, Transfer and Transport of Pre-Processed Commercial Food Scraps to the Alternate Approved Facility, and Composting of the Pre-Processed Food Scraps at the Alternate Approved Facility for each Ton, subject to the temporary closure and subject to the provisions of Section 2.6 of this Agreement.
- C. **Temporary Disruption in Pre-Processing Operations.** If the Contractor's Pre-Processing equipment is temporarily unavailable to Pre-Process Commercial Food Scraps at the Approved Pre-Processing Facility, the Contractor shall Transfer and Transport Un-Processed Commercial Food Scraps to the Alternate Approved Facility(ies), which may or may not be mixed with commingled organics prior to Transport. In such a case, the Contractor shall be compensated at the Un-Processed Contingency Tipping Fees in Exhibit E-1, which includes all costs associated with the Transfer and Transport of Un-Processed Commercial Food Scraps to the Alternate Approved Facility and Composting of the Un-Processed Food Scraps at the Alternate Approved Facility for each Ton, subject to the provisions of Section 2.6. In the event that the Contractor's Pre-Processing operations are disrupted for ten (10) consecutive Working Days, the Authority reserves the right to direct the Franchised Collector to Deliver Commercial Food Scraps to another facility until such time the Contractor can provide the Authority with sufficient assurances that the Contractor's Pre-Processing operations have

Authority/Allied Waste Systems, Inc.

been restored and such redirection shall not constitute any infringement on the rights granted by the Authority to the Contractor described in Section 2.1.

- D. **Capacity.** The Contractor warrants that, as of the Commencement Date, it has sufficient capacity at the Approved Pre-Processing Facility to Pre-Process Commercial Food Scraps Delivered by the Franchised Collector and at the Approved Alternate Facilities to Compost Pre-Processed and/or Un-Processed Commercial Food Scraps through the Term. The Contractor shall maintain that Commercial Food Scraps Pre-Processing capacity throughout the Term (including any extension).
  
- E. **Pre-Processing Operations.** The following Pre-Processing operations, at a minimum, shall be performed by the Contractor at the Approved Pre-Processing Facility prior to Transfer to the Designated Anaerobic Digestion Facility or the Approved Alternate Facility to remove any inbound materials that are unacceptable to the Designated Anaerobic Digestion Facility:
  1. For purposes of this section only, unacceptable materials shall mean materials other than Food Scraps and Allowable paper products (tissue, coffee filters, tea bags, paper towels, etc.). Unacceptable materials shall include, but are not limited to: Plastic (including Compostable Plastic), polystyrene, glass, metal, non-allowable paper products wood, Yard Trimmings, straps, ropes, cords, wires, latex, Hazardous Waste, Household Hazardous Waste, and any item greater than two (2) inches in any direction.
  2. Passing Commercial Food Scraps through Processing/de-packaging machinery (Scott Turboseparator or equivalent as approved by the Executive Director) to remove all but a de minimis quantity of unacceptable materials (as defined in Section 6.1.E.1 above) reduce the particle size to less than or equal to two (2) inches in all dimensions, and reduce the Pre-Processed Commercial Food Scraps to a pumpable slurry.
  3. Disposing of Residue.
  4. Transferring and Transporting of the Pre-Processed Commercial Food Scraps to the Designated Anaerobic Digestion Facility using a water-tight trailer that shall remain in the enclosed Approved Pre-Processing Facility for tarping prior to Transport.
  5. Operating the Approved Pre-Processing Facility in accordance with 14 CCR Section 17409.5.6 and keeping Commercial Food Scraps separate from all other materials, including other Organic Materials, to prevent Unpermitted Waste, Excluded Waste, and other Contaminants described in this Section 6.1.B from being introduced in Commercial Food Scraps Transported to the Designated Anaerobic Digestion Facility.
  6. Ensuring that the performance of the Pre-Processing operations results in the achievement of all relevant performance standards under SB 1383 for Incompatible Materials and/or remnant Organic Materials as described in 14 CCR Section 17409.5.4 and 14 CCR Section 17409.5.8 and the Pre-Processed Commercial Food Scraps the Contractor Transports to the Designated Anaerobic Digestion Facility are compliant with the Authority's obligations to the Designated Anaerobic Digestion Facility. In the event of more than one (1) such failure in any twenty-four- (24-) month period, the Executive Director may require the Contractor to modify operations, including the addition of personnel or equipment reasonably necessary to remedy the performance deficiency. In the event the Contractor and the Executive Director do not agree on the necessary modifications, the Authority may select, and the Contractor shall pay all reasonable costs associated with, an assessment and recommendation by an

independent engineer with specific expertise in the design and operation of such Pre-Processing equipment and Facilities.

7. If directed by the Authority, Delivering Pre-Processed Commercial Food Scraps to the Designated Composting Facility rather than the Designated Anaerobic Digestion Facility until such time that the Contractor has sufficiently demonstrated, to the satisfaction of the Authority, its ability to sufficiently prevent Unpermitted Waste, Excluded Waste, and other Contaminants in the Pre-Processed Commercial Food Scraps intended for Delivery to the Designated Anaerobic Digestion Facility. If, as a result of the Contractor’s failure, the Authority directs the Contactor to Deliver the Pre-Processed Commercial Food Scraps to the Designated Composting Facility, the Contractor shall be compensated for Commercial Food Scraps Pre-Processing in accordance with Article 10; however, the Contractor shall not receive additional compensation for costs associated with the Transfer or Transport of Pre-Processed Commercial Food Scraps to the Designated Composting Facility.

## **6.2 Reserved**

# **ARTICLE 7 OTHER RELATED SERVICES**

## **7.1 Public Education and Outreach**

The Authority places the utmost importance on effective and accurate public education and outreach in helping residents, businesses, and visitors fully understand options for, and benefits of, Source Reduction, reuse, repair, Recycling, and Composting. The Contractor acknowledges that the services they provide are a portion of a multi-party system that impacts every Generator within the Service Area and diligent coordination in the provision of accurate public education is critical in such a multi-party system. The Authority and/or the Franchised Collector shall be responsible for the design, development, content, printing, and/or distribution of public education materials. The Contractor shall, within twenty (20) Business Days after a request from either Authority staff or the Franchised Collector:

- A. Provide non-proprietary descriptions, schematics, (digital) photographs, operational data, identification of problem materials/practices, or other information related to the Contractor’s general operations under this Agreement that may be useful for public education.
- B. Review and provide constructive, factual, and/or corrective comments on public education materials that relate to the services provided by the Contractor under this Agreement.
- C. Participate in and contribute content to meetings related to the design and development of public education and outreach materials that involve the services provided by the Contractor under this Agreement.

In the event that the Contractor elects to design, develop, and distribute its own public education or advertising materials related in any way to or referencing the Contractor’s services under this Agreement, the Contractor shall provide the Authority’s Executive Director the opportunity to review, request modifications to, and approve all public education materials including, but not limited to: print, radio, television, or internet materials/media before publication, distribution, and/or release. Following publication, distribution and/or release, the Contractor shall provide copies or documentation of all final materials to the Authority’s Executive Director. The Contractor, and its Subcontractors, shall cooperate and

coordinate with Authority staff on public education activities to minimize duplicative, inconsistent, or inappropriately timed education campaigns. The Authority shall have the right to review and approve when the Contractor includes the Authority's name, other form of identification, and contact information on public education materials. The Authority may request inclusion of the Authority and/or Member Agency information on public education materials (subject to the Authority's review and approval) and such request shall not be unreasonably withheld.

## 7.2 Facility Tours

The Contractor shall host up to four (4) tours per calendar year of this Agreement of each Approved Facility used by the Contractor in the performance of its obligations under this Agreement. Each tour and group shall be determined by the Authority's Executive Director and shall be scheduled on the date selected by the Executive Director, provided that at least twenty (20) Business Day's advance notice of the tour has been provided to the Contractor. The Contractor may review the list of participants and participant's affiliate organization(s) and Contractor may provide written feedback to the Executive Director if the Contractor has a legitimate protectable interest in precluding a participant's participation. The Executive Director shall have the discretion to hold the tour during a time of active facility operations or during a time when the facility is idle. The Contractor shall be responsible for providing: i) a facility representative who can knowledgeably lead the tour and describe the operations of the facility to participants; ii) adequate personal protective equipment, including but not limited to high visibility vests, eye protection, ear protection, and hard hats for tour participants; and, iii) a parking location for tour participants. The Contractor may, but is not required to, provide a van or bus for the tour participants to be transported through the facility. The Contractor may limit the size of the tour group to no more than thirty (30) participants. In addition to Facility Tours, Authority staff may visit and inspect each facility per Section 11.1. The Contractor may request the tour participants to sign a confidentiality and non-disclosure agreement; provided however, that tour participation may not be withheld if the participant refuses to sign.

## 7.3 Billing

- A. **General Requirements.** The Contractor shall bill the Authority at Tipping Fees established under this Agreement for each Franchised Material. Billing shall be performed on the basis of services rendered under this Agreement. The Contractor shall not invoice the Authority for any amount in excess of the number of Tons of each Franchised Material from the Service Area Accepted by the Contractor multiplied by the Tipping Fee for that Franchised Material in the subject calendar month. Tipping Fees for Transfer and Pre-Processing shall be based on the weight of inbound materials.
1. In accordance with Section 5.2, the Contractor shall also be permitted to bill the Franchised Collector for any costs associated with the Contractor's actual costs to Recycle or Dispose of any Unpermitted Waste and/or Excluded Waste and/or remediate any resulting Contamination that was not remedied by the Franchised Collector following notice to the Franchised Collector.
- B. **Billing Frequency.** The Contractor shall invoice the Authority, and the Franchised Collector as applicable pursuant to Section 7.3.A, no later than the tenth (10th) Business Day of each month for the prior month's services. The Authority, and the Franchised Collector as applicable, shall remit payment of all undisputed Tipping Fees to the Contractor no later than sixty (60) Days following their receipt of such invoice from the Contractor.
- C. **Bill Format.** The format of the itemized Billing statements shall be reviewed and approved by the Authority before the Commencement Date of this Agreement. At a minimum, the Billing statements shall include the number of Loads and Tons of Each Franchised Material

from the Service Area Accepted by the Contractor subject to each Tipping Fee and a monthly invoice total.

- D. **Payment Options.** The Contractor shall cooperate with the Authority to implement reasonable payment options that may include, but are not necessarily limited to check, electronic check, or wire transfer.
- E. **Administrative Charges.** In the event that the Authority, or the Franchised Collector as applicable, fails to pay any invoice within sixty (60) Days after receipt of the Contractor's invoice, the Contractor may attach an administrative charge each month thereafter until the Authority resolves any and all delinquent amounts. The interest rate shall be calculated monthly and may not exceed the median Secured Overnight Financing Rate published by the New York Federal Reserve Bank (SOFR) plus two (2). For example, if the November 2023 SOFR Median is 5.33, the maximum administrative charge applied may not exceed 7.33 percent annual percentage rate.
- F. **Billing Disputes and Errors.** In the event of a dispute between the Parties with respect to a Billing matter, the provisions of Article 15 shall apply. The Contractor shall refund any amounts overpaid by the Authority within thirty (30) Days after either Party determines such an overpayment has been made. The Contractor shall invoice the Authority within thirty (30) Days after determining that the Authority was previously under-Billed. In the event of a Billing error, the Contractor may require the Authority to pay any undisputed amounts in the normal timeline but shall not assess any finance charges related to unpaid portions that are in dispute. The Contractor may not withhold provision of services, payments, or other obligations of this Agreement during the pendency of or resulting from any dispute related to payment.

## 7.4 Provision of Emergency Services

- A. **Disaster Response Planning.** No less than ninety (90) Days prior to the Commencement Date, the Parties shall meet to discuss development of a disaster response plan to address the role of the Contractor in addressing Authority needs related to wartime, natural, physical, or other disaster in, or proximate to the Service Area resulting in the declaration of an emergency by the Governor, County Board of Supervisors, County Health Office, County Sheriff, any Member Agencies, or other responsible government official, as well as any measures that may be necessary for the Contractor to take over time to address climate change ("Disaster Response Plan").
- B. **Disaster Response Plan.** The Parties shall develop and finalize a Disaster Response Plan prior to the Commencement Date that identifies specific communication and logistical actions, and such other coordination between the Parties and internal to each Party such that Contractor assistance can occur immediately following a declaration of an emergency. The plan shall be developed by the Parties as provided in this Section and incorporated into this Agreement as part of Exhibit R. The Parties shall review the plan no less than annually and revise as warranted.

As part of the Disaster Response Plan, the Contractor shall provide a contingency plan to the Authority demonstrating how services will be provided during the period impacted by a declaration of an emergency. The contingency plan is subject to Authority approval (which shall not be unreasonably withheld) and the Contractor shall amend the plan until it meets Authority requirements, including reasonably demonstrating how the Authority's basic Pre-Processing and sanitary needs will be met to the Authority's satisfaction. This provision shall

not, however, release the Contractor from using its best efforts to avoid or remove such cause and continue performance hereunder whenever such causes are removed.

- C. **Essential Service.** The Contractor acknowledges that it provides an essential service, and that while provision of Pre-Processing service during or following a disaster may be affected by impacts to facilities, equipment, and/or public infrastructure, the Contractor is obligated to take all measures reasonably necessary to provide such service in a timely and effective manner in compliance with this Agreement, Section 14.10 notwithstanding. Such measures may include but are not limited to a change in Approved Facility(ies) and/or Designated Facility(ies).
- D. **Availability of Contractor's Personnel and Equipment.** In the event of a declaration of emergency, the Contractor shall provide, upon Authority request, all equipment, vehicles, and/or personnel normally performing services under this Agreement, for use by the Contractor in conducting emergency operations. These emergency services shall be performed in consultation with the Authority's Executive Director to ensure appropriate prioritization of services. The Authority shall not be required to compensate the Contractor for the Contractor's provision of equipment, vehicles, or personnel normally performing services under this Agreement when made available during a declaration of emergency for the Contractor's use in excess of what is otherwise payable to the Contractor pursuant to this Agreement.
- E. **Contractor Reimbursement for Use of Additional Resources.** In the event of a declaration of emergency, should the Contractor provide, upon Authority's request, additional equipment, vehicles, and/or personnel beyond that normally performing services under this Agreement, for use by the Contractor in conducting emergency operations under the Authority's direction, the Contractor may submit to the Authority detailed records of specific, additional, and reasonable costs and expenses borne by the Contractor in providing such additional resources. The Authority shall reimburse the Contractor for such documented, reasonable expenses within ninety (90) Days after the Authority receives State and/or Federal emergency agency reimbursement specific to these expenses. Should such State and/or Federal reimbursement not occur within five hundred and forty (540) Days after the Contractor's complete submission as verified by the Authority Contractor may seek compensation under the terms of this Agreement. The Contractor shall promptly cooperate with the Authority, State and/or Federal reporting and documentation requirements related to a request for reimbursement. The Contractor shall further comply with all applicable Federal, State, or local funding and accounting requirements that may apply to expenses that will be reimbursed upon notice of the same from the Authority.
- F. **Disaster Waivers.** In the event of a disaster, the Authority may grant the Contractor a waiver of some or all Pre-Processing requirements under this Agreement and 14 CCR, Division 7, Chapter 12, Article 3 in the disaster-affected areas for the duration of the waiver, provided that such waiver has been approved by CalRecycle. Any resulting changes in Pre-Processing requirements shall be addressed as a change in scope in accordance with Section 2.4.

## 7.5 Extended Producer Responsibility Programs

- A. **General.** The Authority and the Contractor acknowledge that the requirements under the existing Extended Producer Responsibility Programs (including, but not limited to, AB 1201, SB 1383, SB 54, and SB 343) may be applicable to the services provided by the Contractor under this Agreement, and that additional or amended Extended Producer Responsibility Programs may be established in the future. The Contractor acknowledges and agrees that,



to the extent Applicable Law and Extended Producer Responsibility Programs require the Authority to Allow additional materials in its Source Separated Commercial Food Scraps Collection program, those Extended Producer Responsibility Programs shall be considered “mandatory” for the Contractor and Contractor shall be required to participate. The Contractor further acknowledges that, because the Approved Pre-Processing Facility accepts materials from the public that may be regulated by an Extended Producer Responsibility Program, the Contractor may be uniquely positioned to operate or participate in such programs in a “voluntary” capacity.

- B. **Change in Scope.** The Authority may require Contractor’s compliance with, and participation in, existing and/or new mandatory Extended Producer Responsibility Programs that may include a modification to Exhibit C or may request Contractors compliance with, and participation in, existing and/or new Extended Producer Responsibility Programs that may include Contractor implementation of drop-off program(s) at the Approved Pre-Processing Facility, to the extent that doing so is reasonably appropriate and does not violate the Permits of the subject Facility.

Notwithstanding Section 10.4.A.4, any and all such Authority requests related to any mandatory or voluntary Extended Producer Responsibility Program shall be treated as a change in scope in accordance with Sections 2.4, 10.4.A.1, and 10.5 and shall not be treated as a Change in Law pursuant to Section 10.4.A.4; provided, however, that the Contractor shall be expressly precluded from requesting a Special Tipping Fee Review for a change in scope if the Contractor’s is compensated, in whole or in part, for Pre-Processing, Recovery, and/or Diversion cost associated with such participation. Additionally, the Contractor shall be expressly precluded from requesting any Special Tipping Fee Review, as described in this Section, for any materials Contractor represented it was already Recovering and Diverting, as described in Exhibit G, even if the addition of the subject material is covered under what might otherwise be considered an eligible item under Section 10.4.A.1 and Section 10.4.A.4.

- C. **Authority Rights to Solicit Proposals.** The Authority may, from time-to-time, request that the Contractor initiate or participate in a voluntary Extended Producer Responsibility Program; provided, however, that the Contractor acknowledges and agrees that the Authority is under no obligation to request any such proposal from the Contractor. Furthermore, the Contractor acknowledges and agrees that, at any time during the Term of this Agreement, the Authority may solicit proposals from other Persons related to Extended Producer Responsibility Programs and may permit other Persons besides Contractor to provide such services, as provided for in Section 2.2.A.8. and that nothing herein shall prevent the Authority from also soliciting cost and operating information from other Persons in order to inform the Authority’s evaluation of any Contractor-provided proposal.
- D. **Authority Requested Proposal.** If the Authority requests an Extended Producer Responsibility Program proposal from Contractor under this Section, the Contractor shall be required seek out and coordinate with the applicable Stewardship Organization designated for the applicable program and shall describe such partnership in its proposal or provide information about an alternative program that Contractor wishes to participate in to divert such material(s) that meets the requirements of the voluntary Extended Producer Responsibility Program; these requirements are in addition to the requirements provided in Section 2.4. The Authority’s written request for a proposal may also require additional and/or specific information relating to the Extended Producer Responsibility Program, including such information determined by the Executive Director (at the Executive Director’s sole discretion) to be reasonably necessary. The Authority shall review the proposal and may request additional supporting documentation, calculations, or other information necessary to

evaluate the Contractor's proposal for reasonableness and to evaluate Contractor's ability to comply with the requirements of the Extended Producer Responsibility Program.

As such, Contractor shall consider in good faith the Authority's request to enact the voluntary Extended Producer Responsibility program, unless the Contractor can demonstrate significant barriers that would make providing such services impracticable and/or that Contractor is already diverting the applicable material(s) at the time of the Authority's request. The Contractor shall express any objections or concerns during the meet-and-confer period and Contractor shall provide evidence of such barriers and/or current Diversion operations in Contractor's proposal. Such information will be further reviewed by the Authority. In the event that Contractor and the Authority mutually agree for Contractor to participate in a voluntary Extended Producer Responsibility Program, the Parties agree that Contractor shall be entitled to request a Special Tip Fee Adjustment as set forth in Article 10 and if such request is not approved by the Authority Board, then Contractor shall not be required to implement the voluntary Extended Producer Responsibility Program under this Agreement.

- E. **Record Keeping and Reporting.** The Contractor acknowledges that, as part of the services provided under this Agreement, the Contractor's participation in any Extended Producer Responsibility Program may impact the Authority and/or its Member Agencies, Subscribers to Franchised Collection services, and the Authority's other service providers. As such, regardless of whether the Contractor is specifically contracted under this Agreement to provide any such Extended Producer Responsibility Programs under this Agreement, the Contractor acknowledges and agrees it has obligations to the Authority, nonetheless.

Throughout the Term of this Agreement, the Contractor shall maintain records of all funding or other resources the Contractor receives directly or indirectly through an Extended Producer Responsibility Program related to Contractor's performance of services under this Agreement. The Contractor shall inform and report to the Authority as part of Contractor's obligations under Exhibit D and shall calculate and demonstrate the dollar amount that can be attributed to services provided under this Agreement. Any cost savings identified shall be remitted to the Authority as either a direct payment sent to the Authority within thirty (30) Days after Contractor's receipt of funds or as a reduction to the Contractor's Tipping Fee in accordance with Article 10, at the Executive Director's sole discretion. The Contractor shall include copies of invoices or receipts with the applicable Stewardship Organization with its payment or Tipping Fee Application, as appropriate, regardless of whether the Authority is aware such funding or other resources have been received by the Contractor.

The Contractor shall also maintain all operational and financial records related to Extended Producer Responsibility Programs as provided in Article 12 and report such information to the Authority in accordance with Exhibit D or as otherwise requested by the Executive Director.

## 7.6 Generation, Characterization, and Pilot Studies

The Contractor acknowledges that the Authority, CalRecycle, or other governmental agencies may wish to perform and/or participate in periodic material generation or characterization studies or pilot programs related to materials covered under this Agreement. The Contractor agrees to participate and cooperate with the Authority and its agents and to perform studies and data collection exercises, as needed, to determine weights, volumes and composition of materials generated, Disposed, Diverted or otherwise Processed or Composted, including the resultant Residue. If the Authority requires Contractor to

participate in such a study or program, Contractor and the Authority shall mutually agree on the scope of services to be provided by Contractor and compensation, if any, that the Authority will pay to Contractor specifically for such participation, in accordance with Section 2.4.A.6. In any event, Contractor shall reasonably permit and not unreasonably interfere with the handling of the subject materials by other Persons for such purposes.

## **7.7 Reserved**

## **7.8 Self-Hauled Food Scraps**

The Contractor acknowledges that SB 1383 requires Generators to Divert their Organic Wastes, as defined within SB 1383, and the Authority desires to ensure all Customers have the opportunity to Self-Haul their Food Scraps to a location that will ensure these materials are Diverted, that shall be the Contractor's Approved Pre-Processing Facility, unless otherwise agreed upon by the Parties in writing. The Contractor shall accept these Self-Hauled, Source Separated Food Scraps, including Food-Soiled Paper, from Generators within the Service Area at the Approved Pre-Processing Facility during normal Pre-Processing Facility hours, as described in Section 8.3. The Contractor shall not charge Customers that deliver up to twenty-five (25) gallons of Food Scraps and/or Food-Soiled Paper in a single Day and shall be permitted to charge Customers that deliver more than twenty-five (25) gallons of Food Scraps and/or Food-Soiled paper the rate for accepting an equivalent amount of solid waste. The Contractor shall receive and Pre-Process these Self-Hauled Food Scraps in accordance with Article 6, unless otherwise agreed upon by the Parties.

## **7.9 Reserved**

## **7.10 Reserved**

# **ARTICLE 8 STANDARD OF PERFORMANCE**

## **8.1 General**

The Contractor shall at all times comply with all laws and regulations and provide services in a manner that is safe to the public, the Franchised Collector's employees, and the Contractor's employees, employees of the Designated Facilities, and employees of any subsequent downstream facilities managing any of the Authority's Franchised Material. Except to the extent that a higher performance standard is specified in this Agreement, Contractor shall perform services in accordance with Solid Waste, Recyclable Materials, and Organic Materials management practices common to Northern California.

## **8.2 Disposal of Commercial Food Scraps Prohibited**

Except as otherwise provided in Section 5.1.B where highly Contaminated Loads of Commercial Food Scraps are Delivered to the Approved Commercial Food Scraps by the Franchised Collector, the Contractor shall not Dispose of Commercial Food Scraps in lieu of Pre-Processing in accordance with Section 6.1.A and Section 6.1.B or Transferring, Transporting, and Composting Commercial Food Scraps in accordance with Section 6.1.C.

With the exception of Residue resulting from Commercial Food Scraps Pre-Processing, which shall not exceed fifty percent (50%) of the inbound Commercial Food Scraps Tonnage to the Approved Pre-Processing Facility, Organic Materials may not be Disposed in lieu of Transfer and Transport to the

Designated Anaerobic Digestion Facility in accordance with Section 6.1.A or to the Approved Alternate Facility in accordance with Section 6.1.B.

If approved by the Executive Director, Contractor may Dispose of, rather than Process, specific types of Organic Materials that are subject to quarantine and that meet the requirements described in 14 CCR Section 18984.13(d), for a period of time specified by the Executive Director or until the Authority provides notice that the quarantine has been removed. In accordance with Exhibit D, the Contractor shall maintain records and submit reports regarding compliance agreements for quarantined Organic Materials that are Disposed pursuant to this section.

### 8.3 Days and Hours of Operation

- A. **Approved Pre-Processing Facility.** The Contractor shall operate the Approved Pre-Processing Facility for the receipt of the Authority's Commercial Food Scraps, in accordance with the Days and hours of operation set forth below. At a minimum, the Contractor shall Accept Commercial Food Scraps Monday through Friday from 7:00 a.m. to 11:00am. The Contractor may not change the specific times or reduce the total number of hours during which the Contractor Accepts the Authority's Commercial Food Scraps, without prior written approval of the Authority. The Contractor shall provide the Authority with a minimum of sixty (60) Days written notice of such an anticipated modification.
- B. **Reserved.**
- C. **Holiday Schedule.** The Contractor may request approval from the Authority to not Accept, Transfer, Transport, and Pre-Process on a Holiday. The Contractor shall not change its designation of Holidays or Holiday-related closures of Approved Facility(ies) without prior written approval by the Authority and no less than six (6) months advance notice to the Franchised Collector.

### 8.4 Alternate Approved Facilities

- A. **Purpose.** Pursuant to Section 2.6.F of this Agreement, the Contractor is obligated to provide service and shall (no later than one hundred eighty (180) Days prior to the Commencement Date) identify arrangements with Approved Alternate Facilities, whether an Affiliate or owned by a third-party, which shall be subject to review by the Authority, upon Authority request, in order to ensure uninterrupted service should Contractor for any reason be unable to provide services at the Approved Pre-Processing Facility or the Designated Anaerobic Digestion Facility is unable to Accept Pre-Processed Commercial Food Scraps in accordance with Section 6.1.B. Contactor shall ensure that Alternate Facilities comply with all provisions of this Agreement and Applicable Law.
- B. **Alternate Facility Arrangements.** The Contractor's arrangements with Approved Alternate Facilities must ensure that Contractor can Accept, Transfer, and Transport or Pre-Process, Transfer and Transport Pre-Processed and/or Un-Processed Commercial Food Scraps to an Approved Alternate Facility for Composting within two (2) Business Days after the Contractor or the Authority provide notice of need to use such Approved Alternate Facility. The Contractor shall ensure that Approved Alternate Facility(ies) are able to Accept Pre-Processed Commercial Food Scraps and/or Un-Processed Commercial Food Scraps on a continuous basis for no less than thirty (30) Days. Should Contractor's use of the Approved Alternate Facility exceed thirty (30) Days, the Authority may require the Contractor to provide additional reasonable assurances of the Approved Alternate Facility's ability to Accept Pre-Processed Commercial Food Scraps and/or Un-Processed Commercial Food

Scraps, on an ongoing basis under the terms of this Agreement. The Contractor may request, and Authority may at its discretion grant a change in, an Alternate Facility owned and operated by Contractor or an Affiliate, or owned and/or operated by a third party with the third party's prior written consent.

- C. **Alternate Facilities for Reasons within Contractor's Control.** If Contractor does not Accept the Authority's Commercial Food Scraps for reasons other than Uncontrollable Circumstances, following Authority approval given in the Authority's sole discretion, Contractor shall:
1. Perform Transfer and Pre-Processing services at another Pre-Processing Facility owned by it or an Affiliate at a price not to exceed the Tipping Fee established pursuant to Article 10. Contractor shall be solely responsible for any additional Transportation costs incurred by the Franchised Collector in Delivering the Authority's Commercial Food Scraps, to the other Pre-Processing Facility.
  2. Arrange for the Authority's Commercial Food Scraps, to be Pre-Processed at another Pre-Processing Facility not owned by it or an Affiliate, in which case Contractor shall pay any difference in the fees charged at that Pre-Processing Facility plus any additional Transportation costs incurred by the Franchised Collector in Delivering materials to the other facility, and the charges thereat.
- D. **Alternate Facilities Related to Uncontrollable Circumstances.** If Contractor does not Accept the Authority's Commercial Food Scraps at the Approved Pre-Processing Facility due to Uncontrollable Circumstances, then promptly upon Authority direction, Contractor shall, to the extent it is legally able to do so in accordance with Applicable Law, Accept the materials at Contractor's Approved Alternate Facility pursuant to Section 8.4 of this Agreement, at a price not to exceed the respective Tipping Fees in effect under this Agreement as described in Section 10.2.C.2.b.i of this Agreement. Should no Approved Alternate Facility owned by Contractor or an Affiliate be available or should another available facility identified by the Contractor not be acceptable to the Authority or not be within a cost-effective distance, at the Executive Director's sole discretion, the Authority may direct Delivery of materials to another facility, unrelated to Contractor, for the performance of similar services during the pendency of the service disruption resulting from the Uncontrollable Circumstances.
- E. **Termination for Continued Disruption.** If the Franchised Collector is unable to use an Approved Facility(ies) under this Agreement for more than thirty (30) Days in a consecutive twelve- (12-) month period, the Authority may, in its sole discretion, exercise its remedies as provided in accordance with Section 14.6.

## 8.5 Rejection of Unpermitted Waste and Excluded Waste

- A. **Inspection Program and Training.** The Contractor shall develop a Load inspection program at Approved Facilities that includes the following components: (i) personnel and training; (ii) Load checking activities; (iii) management of materials; and, (iv) record keeping and emergency procedures.

Contractor's Load checking personnel, including personnel at Approved Facilities, shall be trained in: (i) the effects of Hazardous Substances on human health and the environment; (ii) identification of Unpermitted Waste and Excluded Waste; and, (iii) emergency notification and response procedures.

- B. **Response to Unpermitted Waste and/or Excluded Waste Identified at Approved Pre-Processing Facility.** In the event that Load checkers and/or equipment operators at such

Approved Facility(ies) identify Unpermitted Waste and/or Excluded Waste in the Loads Delivered by Franchised Collector, in accordance with Section 5.2.A of this Agreement, such personnel shall remove these materials for storage in approved, on-site, Unpermitted Waste and/or Excluded Waste storage Container(s). Except for cases where it can be attributed to the Franchised Collector and/or a specific Generator or Permitted Hauler, the Contractor shall arrange for removal of the Unpermitted Wastes and Excluded Wastes, at its sole cost, in accordance with Applicable Law. The Contractor may, at its sole expense, attempt to identify and recover the cost of removal from the Franchised Collector, in accordance with Section 5.2.C of this Agreement, or other Persons.

## 8.6 Permits

- A. **Securing, Maintaining, and Modifying Permits.** The Contractor shall obtain and maintain, at the Contractor's sole cost, all Permits required under all laws and regulations to perform services required by this Agreement. The Contractor shall provide the Authority with copies of Permits for the Approved Facilities and Approved Alternate Facilities, and shall demonstrate compliance with the terms and conditions of Permits, within ten (10) Days after Authority request. In its monthly report or more frequently, as necessary, the Contractor shall inform the Authority of the Contractor's status of securing the issuance, revision, modification, extension, or renewal of Permits, including those at its or an Affiliate's Approved Facilities. The Contractor shall inform the Authority, at least fifteen (15) Days prior to application, of the Contractor's intent to apply for any Permit authorized or required under Applicable Law regarding services performed under this Agreement. Within ten (10) Days following the Authority's request, the Contractor shall provide the Authority with copies of any applications or other correspondence that the Contractor submits in connection with securing Permits.
- B. **Compliance with Permits.** The Contractor shall comply with all Permits or environmental documents, including any mitigation measures related to the operation and maintenance of the Approved Facility at no additional cost to the Authority. The Contractor shall provide the Authority with all documentation verifying compliance with Permit conditions that is provided to the Permitting authority at the same time such documentation is provided to the Permitting authority. The Contractor is solely responsible for paying any fines or penalties imposed for noncompliance with or violation of Permits or failure to obtain Permits.

## 8.7 Traffic Control and Direction

Contractor shall construct and maintain all roads at the Approved Pre-Processing Facility required for vehicles Delivering the Authority's Commercial Food Scraps to safely and efficiently access and use the Approved Pre-Processing Facility. The Contractor shall direct on-site traffic to appropriate unloading areas and provide a safe working environment for Facility Users, visitors, and employees. The Contractor shall provide necessary signs and personnel to assist drivers to proper unloading areas. The Contractor shall maintain all signs at the Approved Pre-Processing Facility in a clean and readable condition. The Contractor shall provide and maintain signs for the convenience of Persons using the Approved Pre-Processing Facility and to facilitate safe and efficient traffic flow at the Approved Pre-Processing Facility.

## 8.8 Vehicle Turnaround Guarantee

- A. **General.** The Contractor shall maintain a maximum vehicle turnaround time for Franchised Collector Delivery of Commercial Food Scraps to the Approved Pre-Processing Facility.

- B. **Guaranteed Collection Vehicle Turnaround Time.** The maximum vehicle turnaround time shall be no more than twenty (20) minutes for any Franchised Collector vehicle, excluding instances where a Franchised Collector driver exits the vehicle or instances where the vehicle turnaround was impacted by Uncontrollable Circumstances. The vehicle turnaround time shall be measured as the elapsed time from the vehicle receiving the weight ticket at the scale house of the Approved Pre-Processing Facility to the vehicle leaving the Approved Pre-Processing Facility property and crossing the scales. The Contractor shall operate the Approved Pre-Processing Facility so that all Franchised Collector vehicles are processed, unloaded, and exited from the Approved Pre-Processing Facility property within the maximum vehicle turnaround time.
- C. **Supporting Documentation.** The Franchised Collector shall be required to provide written notice to the Contractor of any allegations that Contractor has failed to meet the guaranteed vehicle turnaround time within three (3) Working Days of the allegation to provide Contractor with sufficient notice to timely investigate and preserve digital documentation related to the incident. Such notice by the Franchised Collector shall include the date and time of the incident, identification of the vehicle in question, a statement that indicates the Franchised Collector did not otherwise materially contribute to the delay, and any other information requested by the Authority or Contractor such that Contractor can appropriately evaluate the complaint and respond pursuant to this Subsection.

Upon Authority request, Contractor shall provide the Authority reports or access to electronic scale house system records and/or on-site camera recordings that provide the Authority information to determine actual vehicle turnaround times. The Contractor acknowledges that the Authority and/or the Franchised Collector may conduct on-site surveys to verify compliance with the guaranteed vehicle turnaround times for Franchised Collector vehicles. The Contractor acknowledges that the Authority may also use records provided by Franchised Collector for Franchised Collector vehicles to calculate actual vehicle turnaround times. At the Contractor’s option, the Contractor may, at its own cost, implement and maintain a technology-based vehicle tracking system of recording inbound and outbound Franchised Collector vehicle times (such as a system that uses RFID vehicle tags and RFID readers). Such system shall not inconvenience the Franchised Collector or the Authority nor delay Franchised Collector vehicles from arriving at and departing from the Approved Pre-Processing Facility.

- D. **Contractor Dispute of Complaints.** The Contractor may provide evidence disputing any complaint received from the Franchised Collector regarding vehicle turnaround times, including, but not limited to, camera recordings of Franchised Collector vehicle(s), scale house records, or other documented timestamp of the Franchised Collector arrival and departure times from the Approved Pre-Processing Facility. The Contractor’s evidence shall be presented no later than ten (10) Business Days after receipt of Franchised Collector or the Authority’s written notice of complaint(s). The Authority shall review both Contractor and Franchised Collector evidence and provide written notice of the Authority’s determination that the complaint was valid or invalid.

## 8.9 Scale Operation

- A. **Maintenance and Operation.** This Section applies to motor vehicle scales at the Approved Pre-Processing Facility. The Contractor shall maintain at least two State-certified motor vehicle scales at each Approved Pre-Processing Facility in accordance with Applicable Law. The Contractor shall provide documentary evidence of such certification within ninety (90) Days after the Commencement Date and within ten (10) Business Days after Authority’s

request during the Term. The Contractor shall link all scales to a centralized computer recording and billing system that shall be compatible with the Contractor's systems. Such computerized system shall track pertinent data on all incoming and outgoing vehicles and materials, as further described in Section 8.9.G. The Contractor shall employ licensed weigh master(s) to operate those scales during Approved Facility open hours and during other hours as determined by the Contractor as needed to weigh all inbound Collection vehicles Delivering Commercial Food Scraps, and all and outbound Transfer Vehicles Transporting Commercial Food Scraps. The Contractor shall provide the Authority with access to any weighing information maintained by the Contractor at all times, and copies thereof shall be provided on the next Business Day following the Authority's request.

- B. **Vehicle Tare Weights.** Upon request of the Authority, the Contractor shall promptly weigh Franchised Collector vehicles and Contractor's Transfer Vehicles and determine the unloaded ("tare") weight(s) of the vehicle(s). The Contractor shall record the tare weight and vehicle identification number. Within ten (10) Business Days after weighing, the Contractor shall provide the Authority with a report listing vehicle tare weight information. The Contractor shall have the right to request re-determination of tare weights of Franchised Collector vehicles and Contractor's Transfer Vehicles two (2) times each calendar year. If there is reasonable suspicion or evidence that tare weights are not accurate, the Authority may, at any time and without limitation, request re-determination of tare weights, in which case Contractor shall promptly re-determine tare weights for requested vehicles. The Contractor shall update tare weights, at the Contractor's own initiative or, at the request of the Authority, more frequently.
- C. **Substitute Scales.** If any scale at the Approved Pre-Processing Facility is inoperable, being tested, or otherwise unavailable, the Contractor shall use reasonable business efforts to weigh vehicles on the remaining operating scale(s). To the extent that all the scales are inoperable, being tested, or otherwise unavailable, the Contractor shall substitute portable scales until the permanent scales are replaced or repaired. The Contractor shall arrange for any inoperable scale to be repaired as soon as possible and, in any event, within seventy-two (72) hours (excluding Holidays) of the failure of the permanent scale. If repairs to the permanent scale are projected to take more than twelve (12) hours, the Contractor shall immediately obtain a temporary substitute scale(s).
- D. **Estimates.** Pending substitution of portable scales or during power outages, the Contractor shall estimate the Tonnage of the Commercial Food Scraps Delivered to and Accepted at the Approved Pre-Processing Facility by utilizing the arithmetic average of each vehicle's recorded Tons of that specific type of Commercial Food Scraps Delivered on its preceding three (3) Deliveries, on the same Day of the week, to the Approved Pre-Processing Facility.
- During any period that the scales are out of service, Contractor shall continue to record all information required by Section 8.9.G for each Delivery of Commercial Food Scraps to the Approved Pre-Processing Facility and each Load Transported to the Designated Anaerobic Digestion Facility.
- E. **Testing.** The Contractor shall test and calibrate all scales in accordance with Applicable Law, but at least every twelve (12) months or upon Authority request.
- F. **Weighing Standards and Procedures.** At the Approved Pre-Processing Facility, the Contractor shall weigh and record inbound weights of all Franchised Collector vehicles Delivering Commercial Food Scraps when the vehicles arrive at the Approved Pre-Processing Facility, and weigh and record outbound weights of Franchised Collector vehicles for which the Contractor does not maintain tare weight information. Furthermore, the Contractor shall



weigh and record outbound weights of all Contractor vehicles Transporting Commercial Food Scraps from the Approved Pre-Processing Facility to the Designated Anaerobic Digestion Facility. The Contractor shall provide each driver a receipt showing the date, time, and quantity of materials that the vehicle Delivered to the respective Approved or Designated Facility. The Contractor shall similarly require each of its Transfer drivers to weigh inbound for each Load at each Approved or Designated Facility and to obtain a receipt showing the date, time, and quantity of materials for that Facility.

- G. **Records.** The Contractor shall maintain computerized scale records and reports that provide information including date of receipt, inbound time, inbound and outbound weights of vehicles, vehicle identification number, jurisdiction of origin of materials Delivered, type of material, company/hauler identification, and classification, type, weight, and destination of material (where the destination of materials shall be the Approved Facilities, Designated Facilities, or market location to where materials are Transported from the Approved or Designated Facilities).
- H. **Upon-Request Reporting.** If vehicle receiving and unloading operations are recorded on video cameras at the Approved Facilities, Contractor shall make those videos available for Authority review during the Facility's operating hours, upon request of the Authority, and shall provide the name of the driver of any particular Load if available.

## 8.10 On-Road Vehicle Requirements

- A. **General.** The Contractor shall comply with the Advanced Clean Fleets Regulation and emissions standards specified in Section 8.10.D. The Contractor shall be permitted to utilize its existing fleet of vehicles purchased prior to the Effective Date of this Agreement, as identified in Exhibit G, provided that the Contractor shall obtain express written approval by the Executive Director for any new vehicle purchased or other changes to the Contractor's fleet after the Effective Date of this Agreement, in accordance with Section 8.10.B.
- B. **Maintenance and Operation.** The Contractor shall provide a fleet of Transfer Vehicles sufficient in number and capacity to efficiently perform the work required by this Agreement in accordance with its terms. The Contractor shall have available sufficient back-up vehicles, for each type of vehicle used, to respond to scheduled and unscheduled maintenance, service requests, and emergencies. All such vehicles shall have watertight bodies designed to prevent leakage, spillage, or overflow.

The Contractor's Transfer Vehicles shall utilize Recycled motor oil to the extent practicable. The Contractor shall not place the Authority logo on its Transfer Vehicles, except through educational or promotional signage that has been approved by the Authority in writing prior to its use. The Contractor shall inspect each Transfer Vehicle daily to ensure that all equipment is operating properly, including functioning climate controls in the cab, to meet the emission requirements described above and to safely perform all services required in this Agreement. Transfer Vehicles that are not operating properly shall be taken out of service until they are repaired and operate properly. The Contractor shall repair, or arrange for the repair of, all of its Transfer Vehicles and equipment for which repairs are needed because of accident, breakdown, or any other cause, so as to maintain all equipment in a safe and operable condition. Transfer Vehicles used to perform services under this Agreement shall not exceed fifteen (15) years of age; unless otherwise extended by the Executive Director and not unreasonably withheld, on a case-by-case basis, in order to manage compliance with Applicable Law and regulations. The Executive Director may inspect any of the Contractor's vehicles at any reasonable time, and within three (3) Days after such a request, to determine compliance with this Section.

In the event that the duty cycle of any of the Contractor's Transfer Vehicles are found to be insufficient for the Contractor to perform its obligations under this Agreement, such as excessive vehicle downtime due to maintenance, the Authority may direct the addition of equipment to the Contractor's fleet, at the Contractor's sole cost.

All Transfer Vehicles shall be capable of loading at the Approved Pre-Processing Facility and unloading at the Designated Facility(ies) by equipment that is compatible with unloading equipment and procedures at the Designated Facility(ies).

The Contractor's fleet shall initially include all vehicles listed in Exhibit M and shall be managed in accordance with the Contractor's fleet replacement plan that will be developed by the Contractor and approved by the Executive Director prior to the Commencement Date to be included in Exhibit M, or as otherwise approved or designed by the Executive Director. Changes, substitutes, or additions of vehicles by service type from those specified in the Contractor's vehicle inventory herein shall be subject to approval from the Executive Director, at their sole discretion. Prior to ordering or acquiring any new or substituted Transfer Vehicle for the purposes of providing services under this Agreement, the Contractor shall submit a written request to the Executive Director with information including, but not limited to: i) a description of the reason for the request, ii) all vehicle inventory information required under Section 8.10.C for the proposed vehicle, iii) vehicle cost, iv) description of how the proposed vehicle purchase aligns or deviates from the Contractor's vehicle replacement plan and ZEV vehicle plans set forth in Exhibit M; and, v) the proposed dates when the vehicle will be acquired and deployed for service. Upon request, the Contractor shall provide any additional information deemed reasonably necessary by the Executive Director, in their sole discretion, to evaluate the vehicle purchase request for compliance with this Agreement and Applicable Law and regulations.

- C. **Reporting.** The Contractor shall furnish the Authority with a written (electronic) inventory of all vehicles, including Transfer Vehicles, and shall update the inventory report at least annually, in accordance with Exhibit D. The inventory shall list all vehicles by manufacturer, ID number, date of acquisition, model name, model year, vehicle mileage, fuel type, capacity, anticipated replacement date, and decibel rating. Any proposed changes to the Contractor's vehicle fleet must be approved by the Executive Director, pursuant to subsection 8.10.B. The Contractor shall furnish the Authority with a proposed vehicle inventory list as part of its vehicle purchase request required under Section 8.10.D, and upon Executive Director's approval of vehicle purchase, the Contractor shall provide the Authority with a final revised vehicle inventory list within thirty (30) Business Days of delivery of any new inventory.
- D. **Regulations.** All Transfer Vehicles shall comply at all times with Applicable Law, including but not limited to California Air Resources Board (CARB) Truck and Bus Regulation (13 CCR 2025) and Advanced Clean Trucks Regulation (13 CCR 1963-1963.5 and 2012-2012.2), including any modifications, administrative or legal determinations, and amendments thereto. The Parties acknowledge the requirements of the Advanced Clean Fleets Regulation adopted by the California Air Resources Board in 2023 and the Contractor acknowledges that vehicles with a gross vehicle weight rating greater than 8,500 pounds and light-duty package delivery vehicles operated in California may be subject to the California Air Resources Board Advanced Clean Fleets Regulations. The Contractor's Transfer Vehicles may therefore be subject to requirements to reduce emissions of air pollutants. All Transfer Vehicles shall meet On-Road Heavy Duty Vehicle emissions requirements for model year 2024, or the appropriate emission requirements for the model year of the vehicle purchased, if newer, and comply with all Federal, State, and local laws and regulations. The Contractor is aware

that the Advanced Clean Fleets Regulation is a current State law and Contractor's compliance with the Advanced Clean Fleets Regulation, as it may be amended, throughout the Term shall be eligible to request a Special Tipping Fee Adjustment under Section 10.4.A.6. Contractor's obligation to transition to zero-emission fleet and all costs associated therewithin shall not burden the Authority disproportionately to other jurisdictions or agencies serviced by the Contractor or its Affiliates, and if Contractor expands its fleet as a result of new, expanded, or extended service contractors or an expansion into new market areas, the Authority shall benefit proportionately from that expansion of services and impacts on Contractor's fleet.

The Contractor shall implement the Advanced Clean Fleets Regulation in accordance with its ZEV vehicle plan included in Exhibit M, unless otherwise directed by the Executive Director. The ZEV vehicle plan shall articulate the schedule and strategic considerations for how Contractor will cost-effectively accomplish fleet transition in the Contractor's market area that services the Authority, and a forecast for each Rate Year in this Agreement of Contractor's proposed change in maintenance, fuel, depreciation, and interest expense on Contractor's operations covered by the fleet. The financial forecast shall also illustrate the allocation of costs to various jurisdictions and/or Customers on a proportional basis to the number of vehicles. The Contractor shall include in the vehicle plan, or in subsequent notices to the Authority of vehicles to be purchased in accordance with 8.10.B, any grants, subsidies, or tax incentives that impact the financial forecast and allocation of costs. The plan shall be subject to review, due diligence, reasonable requests for changes, and approval by the Authority's Executive Director that shall not be unreasonably withheld. Once approved, the plan shall form the basis for the Contractor's vehicle plan and shall be incorporated into this section of the Agreement by reference.

The identification of Transfer Vehicles to be purchased under the Contractor's ZEV vehicle plan included in Exhibit M shall in no way constitute approval from the Executive Director to purchase such vehicles, and Contractor shall be responsible for obtaining written approval for any new Transfer Vehicle purchased, in accordance with Section 8.10.A. These requirements apply to Transfer Vehicles owned by Contractor as well as any Transfer Vehicles used in the performance of this Agreement.

- E. **Parking and Maintenance of Transfer Vehicles.** The Contractor shall park empty Transfer Vehicles at the Approved Pre-Processing Facility in the area(s) designated for this purpose and as described in the Contractor's Operations Plan component of Contractor's Proposal, attached as Exhibit G. Transfer Vehicles containing Authority Delivered Materials shall be parked in areas that prevent liquids that have come into contact with or resulted from the materials in the Transfer Vehicles from entering the stormwater system. In addition, the Contractor shall use due care generally to prevent liquids that have come into contact with or resulted from the materials in the Transfer Vehicle from entering the stormwater system.
- F. **Segregation of Materials for Transportation.** Unless otherwise permitted under Section 6.1.B and/or Section 6.1.C, the Contractor shall maintain the segregation of Commercial Food Scraps that have been Delivered to the Approved Pre-Processing Facility from one another and from other materials, and shall separately Transport such materials to the Designated Facility(ies) in accordance with this Agreement.

## 8.11 Personnel

- A. **General.** The Contractor shall furnish such qualified personnel as may be necessary to provide the services required by this Agreement in a safe and efficient manner. The Contractor shall designate at least one (1) qualified employee as the Authority's primary point of contact with the Contractor who is principally responsible for operations and

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resolution of service requests and complaints in performing the services under this Agreement.

The Contractor shall use its best efforts to ensure that all employees present a neat appearance and conduct themselves in a courteous manner. The Contractor shall not permit its employees to accept, demand, or solicit, directly or indirectly, any additional compensation or gratuity from members of the public.

- B. **Driver Qualifications.** All drivers must have in effect a valid license, of the appropriate class, issued by the California Department of Motor Vehicles. The Contractor shall, at a minimum, use the Class II California Department of Motor Vehicles employer "Pull Notice Program" to monitor its drivers for safety.
- C. **Safety Training.** The Contractor shall provide suitable operational and safety training for all its employees who operate Transfer Vehicles or equipment and shall provide a Safety Plan prior to the Commencement Date for the Authority's review and approval. The Contractor shall train its employees involved in Acceptance and Transfer to identify Unpermitted Waste and/or Excluded Waste. The plan shall be developed by the Contractor as provided in this Section, and once approved by the Authority, shall be incorporated into this Agreement as part of Exhibit I-1. Upon the Authority's request, the Contractor shall provide the Authority with a copy of its safety policy and safety training program, the name of its safety officer, and the frequency of its trainings.
- D. **Reserved.**
- E. **Uniforms and Identification.** All employees of the Contractor performing field service under this Agreement shall be dressed in clean uniforms with employee's name or numbered badge that also shows the Contractor's name, thereon at all times while engaged in the work. No portion of this uniform may be removed while working.
- F. **Employee Behavior.** If any Contractor manager, supervisor, or employee is found to be discourteous or not to be performing services in the manner required by this Agreement, the Contractor shall take all necessary and legal corrective measures, including, but not limited to, transfer, discipline, or termination. If the Authority has notified the Contractor of a complaint related to discourteous or improper behavior, the Contractor will consider reassigning the employee to duties not entailing contact with the public within the Service Area while the Contractor is pursuing its investigation and corrective action process.
- G. **Hiring Displaced Employees.** The Contractor shall offer employment to existing employees working under the Authority's current agreements that include the services being provided under this Agreement who become unemployed by reason of the change in Contractors up until six (6) months after the Commencement Date; provided, however, that:
1. This requirement shall not be applicable to management or supervisory personnel.
  2. The Contractor shall not be obligated to offer employment to more existing employees than the Contractor needs to perform the services required under this Agreement.
  3. The Contractor shall not be obligated to offer employment to existing employees that are not working prior to the Commencement Date due to a leave of absence related to disability or workers' compensation claim.
  4. The Contractor shall not be obligated to displace any of its current employees or modify its current job performance requirements or employee selection standards.

5. Additional employees, if needed by the Contractor, shall be obtained pursuant to procedures currently in effect under the collective bargaining agreement for covered employees.
  6. Wages and benefits applicable to employees performing work under this Agreement shall be commensurate with current compensation or in accordance with existing agreements with represented labor groups.
  7. Unless prohibited by law or denied by the affected bargaining unit, the Contractor shall honor the existing seniority of any displaced workers for all applicable purposes under the bargaining agreement.
  8. The Contractor may enter into agreement(s) with Subcontractors to provide services covered during the Implementation Period, subject to the prior written consent of the Authority and Subcontractors shall be required to comply with the obligations stated in Sections 8.11.G.1 through 8.11.G.7, above.
  9. The Contractor shall provide monthly reports during the Implementation Period in each of the three (3) months prior to the Commencement Date documenting the status of their offers to displaced employees, acceptance by those employees, and all applicable dates for training and start of work under this Agreement. Following the Commencement Date, the Contractor shall provide monthly reports documenting their retention status (still employed, resigned, terminated, on leave, etc.) of each employee that was hired described herein and as further described in Exhibit D.
- H. **Labor Peace.** The Contractor acknowledges and agrees the health and safety considerations involved in a possible interruption in the services under this Agreement emphasizes the importance of labor peace during the Term of the Agreement. The Contractor shall remain entirely neutral in the event that a question of employee representation arises during the Term of the Agreement.
- I. **Subcontractor and Approved Affiliates' Obligations.** The Authority requires Subcontractors and Approved Affiliates to comply with the obligations of this Agreement, in accordance with Section 2.9 and Section 8.11.
- J. **Labor Agreements.** Labor agreements shall be included as Exhibit I and any future modification shall be provided to the Authority as they occur. The Contractor shall provide full copies of the labor agreements, including any and all amendments, extensions, renewals, or other forms of modification.

## 8.12 Equipment and Supplies

The Contractor shall provide all rolling stock, stationary equipment, material storage containers, spare parts, maintenance supplies, and other consumables as appropriate and necessary to operate the Approved Pre-Processing Facility and provide all services required by this Agreement. The Contractor shall place the equipment in the charge of competent operators. The Contractor shall repair and maintain all equipment at its own cost and expense.

## 8.13 Compliance with Facility Rules

The Contractor shall observe and comply with all regulations in effect at the Approved Facilities and Designated Facilities and shall cooperate with the operators thereof with respect to Acceptance, Transfer and Transport of Pre-Processed Commercial Food Scraps, including directions to unload Transfer Vehicles

in designated areas, accommodating operations and maintenance activities, and complying with Unpermitted Waste and Excluded Waste exclusion programs.

**8.14 Reserved**

**8.15 Reserved**

**ARTICLE 9  
PAYMENTS TO THE AUTHORITY AND DESIGNATED FACILITIES**

**9.1 Payments to the Authority**

The Parties understand and agree that the primary source of funds for the Authority to administer State law requirements, manage programs and services, administer the rights, privileges, and services under the agreements, and pay the Recyclables Contractor, Organics Contractor, Reuse Contractor, Transfer Contractor, Disposal Contractor, Mixed Waste Contractor and/or other related Authority contractors for services is the Maximum Rates charged to Subscribers by the Franchised Collector and/or other reimbursements incorporated into Per Ton Tipping Fees.

As of the Effective Date, the Authority Reimbursement under this Agreement is Zero Dollars (\$0.00) per year, Zero Dollars (\$0.00) per Ton, 0.0% of Per Ton Tipping Fees, and 0.0% of annual Contractor Revenue. The Authority Board reserves the right to establish or modify Authority Reimbursements at any time during the Term of this Agreement. Such a decision by the Authority shall be treated as a pass through pursuant to Section 10.2 and shall become effective at the beginning of the Rate Year following such decision, unless otherwise mutually agreed upon between the Parties. The Contractor shall submit all payments to the Authority at the frequency approved by the Authority Board and, as appropriate, the Authority shall distribute the payments to the Member Agencies. The Contractor is prohibited from withholding or offsetting payments to the Authority and/or any Designated Facility(ies) as a remedy for any dispute under this Agreement.

**9.2 Adjustment of Payments**

All payments described in Section 9.1 shall be included in the calculation of Tipping Fees as provided in Article 10. In its sole discretion, the Authority may adjust the amount of any payment required by Section 9.1, as necessary. Such adjustment shall be reflected in the adjustment of Tipping Fees as provided in Article 10.

**9.3 Method of Payments**

The Contractor shall remit all required payments to the Authority on a monthly basis, or as otherwise specifically provided in this Article 9 by check or other payment method approved by the Executive Director.

**9.4 Timing of Payments and Penalties for Late Payments**

Contractor shall remit all payments required under Section 9.1 and 9.6.B below within thirty (30) Days after the date the Contractor receives payment of Tipping Fees from the Authority and within thirty (30) Days after the date the invoice received from each Designated Facility in Section 9.6.B below. Payments in Section 9.6.B shall be payable to each of the Designated Facility(ies). All payments shall be paid by check or electronic payment method accepted by the Authority and each Designated Facility. If any of the

payments specified in this Article 9 are not paid to the Authority within thirty (30) Days as described above, Contractor shall be liable for administrative charges to the Authority and the appropriate Designated Facility as governed and limited by the Authority's contract with the Designated Facility, not to exceed the median Secured Overnight Financing Rate published by the New York Federal Reserve Bank (SOFR) plus two (2). For example, if the November 2023 SOFR Median is 5.33, the maximum administrative charge applied may not exceed 7.33 percent annual percentage rate.

In the event that Contractor is delinquent on payments to Designated Facilities and the Authority makes or arranges payment to that Designated Facility on Contractor's behalf in order to satisfy Authority's compensation obligations under that contract, Contractor shall be liable to the Authority for all amounts paid to the Contractor plus the late payment penalty described in the above paragraph.

The late payment penalty amounts are not intended as Interest on debt, but rather are intended as a predetermined penalty for failure to meet an obligation under this Agreement.

## 9.5 Billing and Payment Audit

The Authority may, at any time during the Term or within three (3) years following the expiration or early termination of this Agreement, perform an audit of Contractor's Tonnage records, Billings, and payment of monies due to the Authority under Section 9.1; and Designated Facility(ies) under Section 9.6 provided however, that the Authority has up to three (3) years to provide such notice to the Contractor that such an audit is being required if the request follows the expiration or early termination of the Agreement. The Contractor shall fully cooperate with the Authority in any such audit by providing a thorough, complete, and accurate response to any requests for information within ten (10) Business Days after the Authority's request. Should the Authority or its agent perform this review and identify Billing errors or other errors in payments due to the Authority or Designated Facility(ies) cumulatively valued at one percent (1%) or more of Contractor's prior year annual revenues under this Agreement, in addition to compensating the Authority and/or Designated Facility(ies) for lost payments and applicable delinquency penalties, Contractor shall reimburse the Authority's cost of the review.

## 9.6 Payments to Designated Facilities

- A. **Per-Ton Charges.** The Authority shall pay all per-Ton charges associated with the Contractor's Delivery of Pre-Processed Commercial Food Scraps to the Designated Anaerobic Digestion Facility. The per-Ton charges for each Approved and each Designated Facility shall be equal to the amounts currently in effect as determined and periodically adjusted through this Agreement and the Authority's contracts with each Designated Facility.
- B. **Costs for Failure to Comply with Facility Rules.** The Contractor shall be solely responsible, without right of reimbursement or compensation, for paying any charges, costs, or fees associated with Contractor's failure to conform to the rules of the Designated Facility(ies), which may include, but are not limited to, costs for untarped/uncovered Loads, excessive time in the tipping area, costs of remediating or managing Unpermitted Waste and/or Excluded Waste delivered by Contractor, costs associated with property damage to the Designated Facility(ies), finance or interest charges established by a Designated Facility relating to Contractor's delinquent payment to the Designated Facility of an undisputed amount, and any other reasonable facility rules or policies established by the Designated Facility and generally applicable to all users of such facility.
- C. **Coordination and Payment Disputes with Other Authority Contractors.** The Contractor's obligations under Section 10.6 to cooperate and share information with other Authority

contractors specifically apply to their relationship with and payments to Designated Facility(ies). Any disputes related to such Authority contractor(s) shall be managed consistent with the requirements of Section 15.1. The Contractor is prohibited from withholding or offsetting payments to Authority and/or any Designated Facility(ies) as a remedy for any dispute under this Agreement.

## **ARTICLE 10 CONTRACTOR'S COMPENSATION**

### **10.1 Overview**

The Contractor's compensation for performance of its obligations under this Agreement shall be the Tipping Fees paid by the Authority. Pursuant to this Agreement, Tipping Fees paid to the Contractor by the Authority shall be the full, entire, and complete compensation due to Contractor to cover Contractor's costs for all labor, equipment, materials and supplies, Facility fees, taxes, insurance, bonds, overhead, operations, profit, and all other things necessary to perform all the services required by this Agreement in the manner and at the times prescribed, net of any payments and fees due to the Authority.

If the Contractor's actual costs, including fees due to Authority, are more than Contractor's Revenue for services rendered by Contractor under this Agreement, Contractor shall not be compensated for the difference between actual costs and actual Contractor Revenue for services rendered by Contractor under this Agreement. If Contractor's actual costs are less than the actual Contractor Revenue services rendered by Contractor under this Agreement, Contractor shall retain the difference provided that Contractor has made all payments required in Article 9.

Under this Agreement, Contractor shall have the right and obligation to charge and collect from the Authority Tipping Fees established and adjusted under this Agreement for provision of Contractor's services to the Authority.

The Tipping Fees for Rate Year One are based on Contractor's Proposal (Exhibit G), the final negotiated and Tipping Fees and other unit fees that are included in Exhibit E-1, including certain per unit cost components as identified in Section 10.2.B below, and adjustments made in accordance with Section 2.C of Exhibit E-2 prior to the Commencement Date. Tipping Fees for subsequent Rate Years shall be adjusted annually in accordance with Section 10.2.C using an index-based adjustment method.

The annual adjustment to Tipping Fees involves adjusting Contractor's compensation and integrates Governmental Fees and Authority Reimbursements (collectively "Pass-Through" components) paid by Contractor.

### **10.2 Process for Setting and Adjusting Tipping Fees**

- A. **General.** The Executive Director shall be responsible for receiving, reviewing, and validating the accuracy of the Contractor's application for adjustment of Tipping Fees as described in this Article and determining the completeness of the Contractor's application based on the Contractor's mathematical accuracy and logical adherence to the calculation methodology.
- B. **Tipping Fees for Rate Year One.** Tipping Fees for Rate Year One are specified in Exhibit E-1 and include separate components for the Transfer, Transportation, and Pass-Throughs, which are summed to a Tipping Fee for each material type.
  1. Reserved.



2. Commercial Food Scraps Pre-Processing, Transfer, and Transport Tipping Fees. The Commercial Food Scraps Pre-Processing, Transfer, and Transport Tipping Fees shall include each of the following components, which the Contractor shall use when calculating the adjustment in Section 10.2.C below. The Commercial Food Scraps Pre-Processing, Transfer, and Transport Tipping Fees shall be Contractor’s compensation for the direct services provided under Sections 5.6 and 6.1, and all other obligations and services of Contractor under this Agreement.
  - a. Commercial Food Scraps Pre-Processing and Transfer Tipping component shall be based on inbound Tons. Contractor’s initial Tipping Fee shall be: \$33.32 per Ton
  - b. Commercial Food Scraps Transportation Tipping component shall be based on outbound Tons. Contractor’s initial Tipping Fee shall be: \$60.96 per Ton  
  
The initial Transportation Tipping component is based on Delivery to the Designated Anaerobic Digestion Facility. The initial Transportation Tipping component shall be determined on a per Ton basis to be: \$208.09 (Transport cost per hour) multiplied by 3.00 hours of round-trip travel time, inclusive of unloading time, divided by 10.24 Tons per outbound for Pre-Processed Commercial Food Scraps Load.
  - c. Commercial Food Scraps Pre-Processing, Transfer, and Transport Pass-Through Tipping component, inclusive of per-trip bridge tolls shall be: \$00.00 per Ton
  
3. Commercial Food Scraps Pre-Processing, Transfer, and Transport Tipping Fees. The Commercial Food Scraps Pre-Processing, Transfer, and Transport Tipping Fees shall include each of the following components, which the Contractor shall use when calculating the adjustment in Section 10.2.C below. The Commercial Food Scraps Pre-Processing, Transfer, and Transport Tipping Fees shall be Contractor’s compensation for the direct services provided under Sections 5.6 and 6.1.C, and all other obligations and services of Contractor under this Agreement.
  - a. Commercial Food Scraps Transfer and Pre-Processing Tipping component shall be based on inbound Tons. Contractor’s initial Tipping Fee shall be: \$33.32 per Ton
  - b. Commercial Food Scraps Transportation Tipping component shall be based on outbound Tons. Contractor’s initial Tipping Fee shall be: \$60.96 per Ton  
  
The initial Transportation Tipping component is based on Delivery to the Designated Anaerobic Digestion Facility. The initial Transportation Tipping component shall be determined on a per Ton basis to be: \$208.09 (Transport cost per hour) multiplied by 3.00 hours of round trip travel time, inclusive of unloading time, divided by 10.24 Tons per outbound for Pre-Processed Commercial Food Scraps Load.
  - c. Commercial Food Scraps Pre-Processing and Transfer Pass-Through Tipping component, inclusive of per-trip bridge tolls shall: \$00.00 per Ton
  
4. Contingency Pre-Processing Tipping Fees. Contingency Pre-Processing Tipping Fees for Rate Year One are specified in Exhibit E-1 and include separate components for the Transfer, Pre-Processing, Transportation, Composting, and Pass-Throughs, which are summed to a Tipping Fee. The Contingency Pre-Processing Tipping Fees shall be

Contractor’s compensation for the direct services provided under Sections 6.1.B, and all other obligations and services of Contractor under this Agreement.

- a. Contingency Food Scraps Pre-Processing Tipping Fee component shall be based on inbound Tons. Contractor’s initial Contingency Tipping Fee shall be: \$159.33 per Ton
- b. Contingency Food Scraps Transfer, Pre-Processing, Transportation and Composting Tipping component: \$158.02 per Ton
- c. Contingency Food Scraps Pass-Through Tipping component: \$1.31 per Ton

5. Contingency Un-Processed Tipping Fees. Contingency un-Processed Tipping Fees for Rate Year One are specified in Exhibit E-1 and include separate components for the Transfer, Transportation, Composting, and Pass-Throughs, which are summed to a Tipping Fee. The Contingency un-Processed Tipping Fees shall be Contractor’s compensation for the direct services provided under Sections 6.1.C, and all other obligations and services of Contractor under this Agreement.

- a. Contingency Food Scraps un-Processes Tipping Fee component shall be based on inbound Tons. Contractor’s initial Contingency Tipping Fee shall be: \$204.17 per Ton
- b. Contingency Food Scraps Transfer, un-Processed, Transportation and Composting Tipping component: \$203.96 per Ton
- c. Contingency Food Scraps Pass-Through Tipping component: \$00.21 per Ton

C. **Annual Adjustment.** The Tipping Fees shall be adjusted annually, upon approval verification for accuracy by the Executive Director as described in Section 10.2.A, commencing with Rate Year Two in accordance with Exhibit E through the remaining Term of this Agreement including any extension periods. The following formulas shall be used to calculate the adjustment to each component of each Tipping Fee.

- 1. Reserved.
- 2. Adjusted Commercial Food Scraps Pre-Processing, Transfer, and Transport Tipping Fee. The adjusted Commercial Food Scraps Pre-Processing, Transfer, and Transport Tipping Fee for Rate Year Two, and each subsequent Rate Year thereafter, shall be determined by summing each of the components in Sections 10.2.C.2.a through 10.2.C.2.c.

a. The adjusted Commercial Food Scraps Pre-Processing and Transfer Tipping component shall be calculated as follows:

$$\text{adjusted component} = \text{current component} \times (1 + \text{Annual Percentage Change in the CPI-U})$$

b. The adjusted Commercial Food Scraps Pre-Processing and Transfer Transportation Tipping component shall be calculated as described in subsection (i) below for the adjustment of the initial Pre-Processing and Transfer Transportation Tipping component to establish the Rate Year Two Transportation Tipping component or for any Rate Year when the Authority has approved an Special Tipping Fee Review pursuant to Section 10.4.A.5; and, as described in subsection (ii) below for the adjustment of the Transportation Tipping component in any other Rate Year:

i. Rate Year Two and Section 10.4.A.5 Adjustment.

adjusted component = (current transport cost per hour x (1 + Annual Percentage Change in the CPI-U) x (actual time expressed in hours observed by the Authority through time study described in 10.4.A.5)) / (tons per Load for specified material from Exhibit E-1)

ii. Typical Adjustment.

adjusted component = (current transport cost per hour x (1 + Annual Percentage Change in the CPI-U) + x (actual time expressed in hours as determined by last time study) / (tons per Load for specified material from Exhibit E-1)

- c. The Commercial Food Scraps Pre-Processing, Transfer, and Transport Pass-Through Tipping component shall only be adjusted for actual changes in Governmental Fees, per-trip bridge tolls, and/or Authority Reimbursements applicable to this material type and subject facilities as evidenced by documentation from the entity imposing the Governmental Fees, and per-trip bridge tolls, or as required by the Authority pursuant to Section 9.1. In the event that Governmental Fees and bridge tolls are applied on a basis other than per Ton, as Tipping Fees are applied, the Executive Director may direct Contractor to denominate such Governmental Fees into a per Ton basis using a method prescribed by the Executive Director that reasonably compensates Contractor for such Governmental Fees.

3. Reserved.

4. Reserved.

### 10.3 Tipping Fee Application Process

A. **Application Date and Content.**

1. Application Submittal Date. On the schedule provided in Exhibit E, prior to the commencement of the Rate Year for which Tipping Fees are to be determined (coming Rate Year), the Contractor shall submit to the Executive Director its application requesting the adjustment of Tipping Fees for the coming Rate Year via email with confirmation receipt. All Tipping Fee applications shall be submitted in Microsoft Excel format with all formulas and calculations preserved.

Notwithstanding any other provision of this Agreement, if the amount of any Pass-Through expense that Contractor is required to pay changes on a date that does not coincide with the beginning of a new Rate Year, the Contractor may request a one-time payment or compensation adjustment, to be determined by the Authority, for costs incurred and/or projected to be incurred during the interim period that shall be paid by the Authority.

2. Content of Application for Adjustment. The application submitted to support an adjustment of Tipping Fees shall be submitted in Microsoft Excel format with all formulas and calculations preserved. Such application shall present the underlying data and calculations of the Annual Percentage Change in various cost indices as separate tabs or tables in the submittal. The application shall include all supporting

documentation for the calculations including copies of any relevant correspondence or evidence related to Governmental Fees.

The application shall also present a summary table with the Tipping Fees for the then-current Rate Year (e.g., Rate Year Three) and the proposed Tipping Fees for the coming Rate Year (e.g., Rate Year Four).

If the Authority requests additional information beyond that provided by the Contractor in its application, the Contractor shall provide all information requested by the Authority during its review of the application, including, but not limited to, all information from Affiliates requested by the Authority regarding any transactions between Contractor and any Affiliates pertaining to Contractor's performance under this Agreement.

3. Transportation Time Study. In the event of: (1) an Authority-directed change in Approved or Designated Facility(ies); or, (2) Contractor's belief that Transportation time to the Designated Anaerobic Digestion Facility has changed by more than twenty (20) minutes per round trip compared with the basis for Contractor's then-current compensation for Delivering Pre-Processed Commercial Food Scraps to the Designated Anaerobic Digestion Facility, the Contractor may request, and the Executive Director shall perform, a time study to calculate the appropriate Transportation Tipping component as described in Section 10.2.C.2.B.i.

Such time study may rely on Contractor-provided scale house data related to the time of Day that Contractor typically departs the Approved Pre-Processing Facility, facility data related to the time of Day that Contractor typically arrives at the Designated Facility, third party travel time data such as Google Maps or Waze, following Contractor's Transfer vehicles for a period of time, or such other methods that the Executive Director reasonably determines are necessary to assess the average travel time for the subject material and facility. In the event that an adjustment is approved for a significant change in travel time that the Executive Director later believes has been alleviated, the Executive Director may, at their sole discretion and initiative, reperform the time study and notify Contractor of its obligation to utilize a revised time in the following Rate Year's application for that particular Transportation Tipping component.

- B. **Authority Review of Application.** The Executive Director shall review the Contractor's application for an adjustment of Tipping Fee and, upon completion of review, Executive Director shall deem the application complete, or deem the application incomplete, with requirement for correction, in accordance with Section 10.2.A. The Executive Director shall act in good faith to secure Authority Board approval to adjust Tipping Fees by July 1 of the Rate Year. In the event that the Executive Director directs that a change(s) will be required relating to such adjustments to Tipping Fees, the Executive Director shall notify the Contractor in writing thereof within forty-five (45) Days of the date the Contractor's complete application is submitted, whereupon Contractor shall provide a response in an effort to resolve the matters raised by the Executive Director within ten (10) Days after receipt of written notice from the Executive Director. Thereafter, the Executive Director shall review and approve the proposed adjustment of Tipping Fees by March 1 of the Rate Year. The adjusted Tipping Fees shall not take effect until the Authority Board has approved such Tipping Fees; provided, however, that Contractor shall be entitled to compensation pursuant to Section 10.3.C as described below.

- C. **Failure to Adjust Rates or Tipping Fees.** If the Contractor submits its application for adjustment of Tipping Fees in a correct and compliant format and with all required content on or before the application date identified in Exhibit E and, if applicable, timely responds to the Executive Director's direction for changes to an application after submission under Section 10.3.B, and the Authority Board does not approve adjusted Tipping Fees under this Agreement as part of the Authority Board's approval of Maximum Rates under the Franchised Collector's contract to be effective on the date specified in Exhibit E of a Rate Year, the Authority shall provide a payment(s), adjustment(s), or surcharge(s) such that Contractor receives payment for any shortfall in Contractor's compensation resulting from the delay in approval of appropriate adjustments to Tipping Fees. To determine the amount of a shortfall, if any, the Authority and Contractor shall meet and confer to determine the effect the delayed approval of appropriate adjustments in Tipping Fees has on the Contractor's compensation.

If the Contractor does not submit the application in a correct and compliant format and with all required content on or before the application date identified in Section 10.3.A.1, adjusted Tipping Fees may not be approved by March 1 of a Rate Year and therefore, may not become effective by July 1 of a Rate Year. In such case, appropriate adjustments of Tipping Fees shall be approved and made effective as soon as practical, but Authority shall not be required to provide retroactive payment(s), adjustment(s), or surcharges(s) to allow the Contractor to recover compensation that Contractor would have collected had the application been timely submitted and the Tipping Fee adjustment been implemented in accordance with the prescribed schedule.

## 10.4 Special Tipping Fee Review

- A. **Eligible Items.** The Contractor is entitled to apply to the Authority for consideration of a Special Tipping Fee Review, or the Authority may initiate such a review, should one (1) or more of the following events occur:
1. Change in Scope. Authority-approved change in scope, as provided for under Section 2.4, 7.5 and 10.5.
  2. Emergency Services. Provision of emergency services pursuant to Section 7.4.
  3. Uncontrolled Circumstance. Occurrence of Uncontrollable Circumstances (other than Change in Law).
  4. Change in Law. Change in Law after the Effective Date that were not reasonably known to the Contractor before the Effective Date.
  5. Significant Change in Travel Time. As requested by Contractor pursuant to Section 10.3.A.3.
  6. Advanced Clean Fleets Regulation. In the event the Contractor's approved fleet replacement plan in Exhibit M identifies the need for Contractor to purchase zero-emissions vehicle(s) (ZEVs) to ensure regulatory compliance for services provided under this Agreement pursuant to Section 8.10.D and where the Contractor's request to the Authority is initiated prior to ordering or acquiring any new or substituted Transfer Vehicle(s) in accordance with Section 8.10.B.
  7. Vehicle Capacity Reduction. In the event that vehicle capacity is reduced for a reason outside of the Contractor's control (reduction in payload, ZEVs, etc.)

- B. **Ineligible Items.** In addition to the specific circumstances identified in Sections 5.4, 10.4.A.1 and 10.4.A.4 above, a Special Tipping Fee Review may not be initiated for the following items and the Contractor shall not be compensated for such items over the Term of the Agreement.
1. Cost Increases. Increases in the cost of providing all services and performing all obligations under this Agreement which are in excess of the increases provided through the annual adjustment mechanism described in Section 10.2 unless cost increases are related to eligible items listed in Section 10.4.A above.
  2. Change in Facility Conditions. Increases in the cost of providing all services and performing all obligations under this Agreement that may be impacted by change in operating conditions of an Approved or Designated Facility unless such change is initiated by, resulting from a contract modification with, or at the direction of the Authority or the cost increase are related to eligible items listed in Section 10.4.A above.
  3. Change in Material Quantities and Composition. Change in the Tonnage or composition of Commercial Food Scraps.
  4. Change in General Economic Conditions. Changes in general economic conditions including but not limited to: inflation, deflation, recession, depression, supply chains, default on the debts of any government agency, commodity markets, stock markets, pension systems, automation, labor availability, or other factors broadly impacting businesses that are not explicitly contemplated in Section 10.4.A above.
  5. Decreases in Revenues from Sale of Materials. In the event that the Contractor relies upon sales of materials that the Contractor is entitled to under this Agreement and the value of those materials change over time. Nothing in this Agreement shall entitle the Contractor to retain, market, sell, or otherwise make use of any material that the Authority has contracted to a Designated Facility or that the Contractor is required to Deliver to a Designated Facility.
- C. **Review of Costs.** If the Contractor or the Authority requests a Special Tipping Fee Review, the Authority shall have the right to review any or all financial and operating records of Contractor and Affiliates that relate to the performance of this Agreement or the basis of that Special Tipping Fee Review.
- D. **Submittal of Request.** If the Contractor is requesting a Special Tipping Fee Review, the Contractor must submit its request along with cost and operational data, in a form and manner specified by the Authority, at least six (6) months before the proposed effective date of any Tipping Fee adjustment. The Authority may waive the six- (6-) month submittal requirement if the reason for the special review is a Change in Law that will become effective in less than six (6) months, as described below.

If the Authority is requesting a Special Tipping Fee Review, the Authority shall notify the Contractor at least seven (7) months before the proposed effective date of any Tipping Fee adjustment. Upon such notification, the Contractor shall, within thirty (30) Days, submit reasonable cost and operational data as requested by the Authority, in a form and manner specified by the Authority.

A Special Tipping Fee Review shall include a proposal on whether the Tipping Fee adjustment resulting from the special review shall be an adjustment in addition to or in lieu of the annual adjustment to Tipping Fees performed in accordance with Section 10.2.C above.

- E. **Burden of Justification.** The Contractor shall bear the burden of justifying to the Authority by substantial evidence any entitlement to current, as well as increased, Tipping Fees under this Section 10.4. Records required to be maintained pursuant to Article 12 shall be subject to review, in accordance with appropriate professional standards, and inspection for the primary purpose of reviewing Contractor’s change in costs attributable to the circumstances that triggered the Special Tipping Fee Review, at any reasonable time by the Executive Director or a third party selected by the Authority. The Contractor shall not interfere with, or have any right to object to, the selection of the third party nor the scope of work provided by the Authority’s chosen third party reviewer. The independent reviewer shall provide a final draft of its review to the Authority and the Contractor. The Party requesting the Special Tipping Fee Review shall bear the cost of the review.

If the Authority determines that the Contractor has not met its burden, the Contractor may request a meeting with the Authority to produce additional evidence. Upon such request, the Authority shall permit said additional hearing. Any resulting disputes shall be managed pursuant to Article 15.

- F. **Grant of Request.** Notwithstanding Section 10.5.A below and based on evidence submitted by the Contractor, the Authority Board may grant some, all, or none of Contractor’s requested adjustment to Tipping Fees, exercising reasonable discretion.
- G. **Compensation.** If Contractor requests a Special Tipping Fee Review, Contractor shall pay all of Authority’s reasonable costs for participating in such review up to a maximum of Fifty Thousand Dollars (\$50,000), that shall be adjusted annually by the Annual Percentage Change in CPI-U, and such costs shall not be reimbursed through Tipping Fees. If a Special Tipping Fee Review occurs in response to an Authority-directed change in scope (pursuant to Section 10.4.A.1), the Authority shall be considered the Party requesting the Special Tipping Fee Review and the Authority’s costs of the review may be reimbursed through the Tipping Fees.

**10.5 Adjustment to Tipping Fees for Changes in Scope**

- A. **Changes in Scope.** As part of Contractor’s written proposal under Section 2.4.B of this Agreement, the Contractor shall furnish the Authority with projected operational and cost data for the change in scope to support any requested Special Tipping Fee Review. For the purpose of analyzing cost impacts resulting from changes in scope, the Contractor’s profit shall be calculated using an operating ratio of ninety percent (90%) of actual reasonable and necessary costs. The Authority reserves the right to require that the Contractor supply any additional cost data or other information the Authority may reasonably need to ascertain the appropriate adjustment to Tipping Fees, if any, for the change in scope. If the Authority approves the Contractor’s Proposal (as may be negotiated), the Authority shall review this operational and cost data, and the Authority Board shall approve Tipping Fees for the change in scope, if warranted.

The granting of any change in scope shall be contingent upon the Authority’s written approval and establishment of new Tipping Fees, if appropriate. The Authority Board, with input from Member Agencies, shall approve Tipping Fee adjustments in good faith, coincident with any adjustment made pursuant to this Section so that the change in scope and the corresponding Tipping Fees become effective on the same date. In the event that such alignment is not practical for reasons including, but not limited to, the involvement of other Authority contracts, the Authority shall be entitled to compensate Contractor over time or through alternative methods as described above in Section 10.3.C.

B. **Reserved.**

## **10.6 Coordination with Other Authority Contractors**

The Contractor acknowledges that it is one of several contractors to the Authority whose compensation adjustments impact the Maximum Rates that may be charged by the Franchised Collector to Subscribers. The Contractor shall provide an advisory copy of its original and any revised Tipping Fee application to the Franchised Collector at the same time it is provided to the Executive Director. The Contractor shall provide timely notice to the Authority and the Franchised Collector of any anticipated delays in Contractor's schedule for obtaining data related to or submitting applications required for the coming Rate Year. The Contractor shall timely incorporate and resubmit its application based on revised or updated data from the Authority and/or the Franchised Collector.

# **ARTICLE 11 REVIEW OF SERVICES AND PERFORMANCE**

## **11.1 Right to Enter Facility and Observe Operations**

The Authority and its designated representative(s) reserve the right to: i) enter, observe, and inspect the Approved Facilities during Facility operations at any time and without notice; ii) to conduct studies or surveys of the Approved Facilities that do not interfere with or impede Contractors' operations without at least forty-eight (48) hours advance notice; and iii) to meet with the Approved Facility manager(s) or their representatives at any time, provided that the Authority and its representatives comply with Contractor's reasonable safety and security rules and do not interfere with the work of the Contractor or its Subcontractors. If Authority exercises its right to enter the Approved Facilities, Contractor is obligated to allow entry to the Approved Facilities and allow for representatives to conduct observations, inspections, studies, or surveys. However, if the Contractor representative or Approved Facility manager is not at the Approved Facility when the Authority or its designated representative(s) visit without prior announcement, Contractor may limit the visit of the Authority or its designated representative to a portion of the Facility including, but not limited to, offices, container and vehicle storage areas, or Maintenance Yard. In that event, Contractor shall arrange for Authority or its designated representative(s) to return for a visit of the complete Facility within twenty-four (24) hours of the Authority's visit. Upon Authority direction, Contractor shall make personnel available to accompany Authority employees or representatives on inspections. The Contractor shall ensure that its employees cooperate with the Authority and respond to the Authority's reasonable inquiries. The Contractor shall facilitate similar observation and inspection at Approved Facilities owned by it or an Affiliate upon Authority request and within three (3) Business Days after receiving such request.

## **11.2 Performance Review**

The Authority reserves the right to conduct a performance review to verify Contractor has fulfilled its obligations under the Agreement, to review complaints, to review billings to the Franchised Collector, to review payments to Authority and/or Designated Facilities, and to determine if Contractor has met performance standards. The Contractor shall cooperate with the review including by providing a thorough, complete, and accurate response to any requests for information within ten (10) Business Days after Authority's request. The Contractor shall not request a confidentiality agreement from Authority or its agents in order to conduct the performance review and audit, nor shall it claim privilege over any record or documents that the Executive Director is entitled to under this Agreement unless this Agreement already specifically acknowledges some privilege related to that record.



If any partial compliance or noncompliance with the Agreement is found, Authority may elect any remedy available under the Agreement including, but not limited to, assessing Liquidated Damages, determining that a breach or default has occurred, and/or directing the Contractor to correct the inadequacies in accordance with Article 14 of this Agreement.

If any partial compliance or noncompliance with: i) the performance standards of this Agreement; or, ii) billing or payment terms of this Agreement which exceed one percent (1%) of Contractor's prior year annual revenues under this Agreement, is found through a Authority-initiated performance review, Contractor shall be responsible for correcting the billing or payment issue and for reimbursing the Authority's actual costs of performing the performance review up to Fifty Thousand Dollars (\$50,000), that shall be adjusted annually by the Annual Percentage Change in CPI-U, in any calendar year.

## **ARTICLE 12 RECORD KEEPING AND RECORDING**

### **12.1 General Record Keeping Provisions**

Contractor shall maintain, in its principal office in the County, such accounting, statistical, and other records required to conduct its operations, to support requests it may make to Authority, to respond to requests from Authority, and as shall be necessary to develop the financial statements and other reports required by this Agreement. Adequate record security shall be maintained to preserve records from events that can be reasonably anticipated such as a fire, theft, and earthquake. Electronically-maintained data/records shall be protected and a second copy of data/records shall be saved to a protected source, such as a combination of off-site and cloud-based backup with the ability to restore complete functionality within twenty-four (24) hours, or a hot fail-over database configuration.

Contractor shall account for revenues received and expenses incurred as a result of this Agreement separately from the accounting for other operations performed by Contractor or its Affiliates.

### **12.2 Review and Inspection**

Contractor agrees to provide or make available its records of any and all companies conducting operations addressed in this Agreement to the Authority and its official representatives for review during normal business hours. During the Term of this Agreement, the Authority, its auditors, and other agents, shall have the right, during normal business hours, to conduct unannounced on-site inspections of the records and accounting systems of Contractor and to make copies of any documents it deems relevant to this Agreement. In the event the custodian of such records and systems is not on the Premises at the time of inspection, Contractor shall not be in breach of this Agreement, the Authority shall then give notice to Contractor requesting access to the records, and Contractor shall make arrangements to allow for inspection within twenty-four (24) hours of such notice. The Authority's right to inspection of records under this paragraph shall continue for five (5) years after the expiration or early termination of this Agreement. However, after expiration or early termination of this Agreement, the Authority shall provide Contractor with a written request to inspect records and Contractor shall make records available for inspection within two (2) weeks of such request.

### **12.3 Retention of Records**

Unless otherwise herein required, Contractor shall retain all records and data required by this Agreement for five (5) years after the expiration or early termination of this Agreement.

## 12.4 Other Information Requirements

Contractor agrees to conduct data collection and other reporting activities as needed to comply with Federal, State, and local laws and regulations, and the requirements of this Agreement. To the extent such requirements are set out in this and other Articles of this Agreement, they shall not be considered limiting or necessarily complete.

## 12.5 Reporting

- A. **General.** The Contractor shall submit monthly reports within fourteen (14) Days after the end of the calendar month and annual reports no later than thirty (30) Days after the end of each calendar year. Monthly and annual reports shall include at a minimum, all data and information described in Exhibit D, unless otherwise specified under this Agreement.
- B. **Report Format.** The Contractor may propose report formats that are responsive to the objectives and audiences for each report. The format of each report shall be approved by the Executive Director, in their sole discretion. The Executive Director may, from time to time during the Term, review, and request changes to the Contractor's report formats and content and Contractor shall not unreasonably deny such requests.

The Contractor shall submit all reports to the Executive Director electronically via e-mail using software acceptable to the Authority. The Authority reserves the right to require the Contractor to maintain records and submit the reports required herein through use of an Authority-selected web-based software platform, at the Contractor's expense.

- C. **No Claim of Confidentiality, Proprietary, or Trade Secret.** The Contractor shall not claim confidentiality, proprietary, trade secret or similar status as an excuse from providing any records or data required to be maintained or are required to evidence data that is required to be maintained under this Agreement. The Contractor further acknowledges that such information may be subject to the California Consumer Privacy Act. The California Consumer Privacy Act requires Contractor to notify any party from which they are gathering sensitive information to disclose that such information may be shared with the Authority. The Contractor may mark certain records provided to Authority as confidential, proprietary, trade secret, or otherwise exempt from disclosure by stamping each page of such records with the appropriate designation under the law. Notwithstanding such marking, the Authority may disclose such records without any prior notice to the Contractor if the records are required to be reported to any regulatory agency or to demonstrate the Contractor's compliance with this Agreement or Franchised Collector's or Designated Facility's compliance with their contracts with the Authority. In the event that the Authority believes that records marked by the Contractor are required to be disclosed under the California Public Records Act, Authority shall provide timely notice to Contractor so that Contractor can pursue, if it desires and at its sole cost, a judicial determination that the records are exempt from disclosure.

## 12.6 Recycling and Disposal Reporting System Reporting

The Contractor acknowledges that the Authority's Franchised Collector may route its Collection vehicles in a manner that will result in the commingling of Franchised Materials from multiple Member Agencies during Collection. The Contractor further acknowledges that its Approved Pre-Processing Facility manages materials from multiple jurisdictions of origin. The Parties acknowledge the interdependent nature of the Authority's Franchised Collector and the Authority's various post-Collection contractors and that each is

part of a larger integrated system that requires the diligent and accurate tracking and sharing of data where Franchised Material is handled by multiple parties.

The Authority has a fiduciary duty to ensure the appropriate allocation of costs to Subscribers between Member Agencies when setting Maximum Rates charged by the Franchised Collector. As such, the Authority and its Member Agencies place the utmost importance on accurate reporting and transparency, especially with regard to information required to make those allocations of costs. Further, the Authority is a regional agency under AB 939 with a single jurisdictional origin under AB 901 and the County is not included under the regional agency for AB 901. The Authority finds it critically important to maintain jurisdiction of origin to the Member Agency level rather than the regional agency level. The Authority is therefore interested in ensuring regional agency and Member Agency compliance with AB 901, precise allocations to the Member Agency level, and accurate completion and timely submittal of reports into the CalRecycle Recycling and Disposal Reporting System (RDRS).

The Parties acknowledge that in order for the Authority to comply with its fiduciary duty to its constituents and obligations to each of its contractors within its interdependent system from Collection through Delivery to Designated Facility(ies), including Commercial Food Scraps Pre-Processing Residue Disposal, the Authority must have sufficient access to each facilities' data related to inbound and outbound Tons by jurisdiction of origin and delivering entity. Further, as the owner/operator of a Permitted Transfer/Processor Facility in California, the Contractor is a regulated entity under AB 901, and in accordance with Section 13.3 of this Agreement, the Authority relies in part on the Contractor to ensure under AB 901 accurate allocation and data entry into the RDRS system for the Authority and its Member Agencies. As such, the Parties hereby agree that certain data that may otherwise not be publicly available related to the allocations of Tonnage at Contractor's Facilities used in the performance of any and all services under this Agreement, including to agencies other than the Authority and its Member Agencies and the allocation of Commercial Food Scraps Pre-Processing Residue Disposal Tonnage among the Contractor's operations, will be provided by the Contractor to the Authority.

The Contractor acknowledges its affirmative obligation under this Agreement and Applicable Law to timely, accurately, and completely track and report on the Tonnages transferred through its Approved Pre-Processing Facility for the purposes of the Authority's setting of Maximum Rates charged by the Franchised Collector to Subscribers, as well as Contractor's allocation of Commercial Food Scraps Pre-Processing Residue Disposal Tonnage among the Contractor's operations reporting in RDRS. The Authority understands the Contractor is reliant on the Franchised Collector to provide the jurisdiction of origin data for all Franchised Materials Delivered by the Franchised Collector and Accepted by Contractor at the Approved Pre-Processing Facility and requires the following from its Franchised Collector:

- The Franchised Collector, as part of their Franchise agreement, must accurately track and timely report to the Authority, all Franchised Material Tonnage data by jurisdiction of origin and material type Delivered to the Contractor's Approved Pre-Processing Facility. The data provided by the Franchised Collector must reconcile to inbound weight data, by material type, provided by the Contractor. The Authority reserves the right at any time to review the Franchised Collector's and Contractor's data for accuracy and consistency and make any necessary adjustments, and the Contractor shall update its data accordingly.

The Contractor shall track and report the jurisdiction of origin of each Member Agency to the Authority; however, it may report regional agency data to the RDRS provided that County data is reported separately. The Contractor shall track and use the jurisdiction of origin Tonnage allocation data provided by the Franchised Collector for each Load of Commercial Food Scraps Delivered to the Contractor and shall use any revised jurisdiction of origin inbound Tonnage allocations and/or data provided by the Authority to

the Contractor in its AB 901 reporting. The Contractor shall use the inbound jurisdiction of origin allocations to track and allocate outbound Tons of Commercial Food Scraps by jurisdiction of origin in its reports to the Authority and its quarterly RDRS submittals. The Contractor shall provide the Authority with any and all reports and data that the Executive Director reasonably requires to validate the accuracy of RDRS submittals attributable to the Authority and/or relative other Tons received by the Contractor at the Approved Pre-Processing Facility, where Loads of Commercial Food Scraps Delivered by the Franchised Collector may or may not have been commingled with Tons attributable to other jurisdictions. Additional information on the Contractor's reporting obligations relative to AB 901 are further described in Exhibit D.

## **12.7 CERCLA Reporting**

The Authority views its ability to defend itself against CERCLA, and related litigation as a matter of great importance. For this reason, Authority regards its ability to prove where Collected Franchised Solid Waste is taken for Transfer or Disposal as essential. The Contractor shall maintain records that can establish the Disposal location of Collected Franchised Solid Waste. This provision shall survive the expiration or earlier termination of this Agreement. The Contractor shall maintain these records for a minimum of ten (10) years beyond expiration or earlier termination of the Agreement. The Contractor shall provide these records to the Authority (upon request or at the end of the record retention period) in an organized and indexed manner rather than destroying or disposing of them.

# **ARTICLE 13 INDEMNIFICATION, INSURANCE, AND PERFORMANCE BOND**

## **13.1 General Indemnification**

The Contractor shall indemnify, defend with counsel acceptable to Authority (provided that such acceptance shall not be unreasonably withheld), and hold harmless the Authority and its Member Agencies, officers, directors, employees, volunteers, and agents (collectively, "Indemnitees") from and against any and all claims (including challenges to the Authority's authority to enter into this Agreement or to contract for the services required under this Agreement, regardless of the legal theory advanced), liability, loss, injuries, damages, expense, penalties, and costs (including, without limitation, the Authority and Member Agency staff costs, litigation costs and fees, including attorneys' and expert witness fees incurred in connection with defending against any of the foregoing or in enforcing this Indemnity) of every nature arising out of or in connection with the Contractor's performance or non-performance (including the Contractor's officers, employees, agents and/or Subcontractors' performance) of this Agreement, including its failure to comply with any of its obligations contained in the Agreement, and any administrative or legal proceedings regarding the actions of the Contractor or its Affiliates that are alleged to violate California Business and Professions Code Sections 17200 et seq., or any similar statutory provisions under Federal or State law. The foregoing shall not apply to the extent any of the above loss or damage was caused by the active gross negligence or willful misconduct of Indemnitees. The Contractor's duty to indemnify and defend shall survive the expiration or earlier termination of this Agreement.

The Authority reserves the right to retain co-counsel at its sole cost and expense, and the Contractor shall direct the Contractor's counsel to assist and take direction from such co-counsel with respect to the Authority's defense.

## **13.2 Hazardous Substance Indemnification**

To the extent allowed by law, Contractor shall indemnify, defend with counsel acceptable to Authority (provided that such acceptance shall not be unreasonably withheld), and hold harmless Indemnitees from and against any and all claims, damages (including but not limited to special, consequential, natural resources, and punitive damages), injuries, costs (including but not limited to all response, remediation, and removal costs), losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, and expenses (including attorneys' and expert witness' fees incurred in connection with defending against any of the foregoing or in enforcing this Indemnity (collectively, "damages")) of any nature whatsoever paid, incurred, suffered by, or asserted against Indemnitees, arising from or attributable to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure, or other plan concerning any Hazardous Substances or Hazardous Waste released, spilled, or disposed of by Contractor pursuant to this Agreement. Notwithstanding the foregoing, however, the Contractor is not required to indemnify the Indemnitees against claims arising from Contractor's Delivery of Franchised Materials to a Processing Facility, Disposal Site, or Transfer Facility owned or operated by a third party, unless such claims are a direct result of Contractor's negligence or willful misconduct. The foregoing Indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA, 42 U.S.C. Section 9607(e), California Health and Safety Code Section 25364, and the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. to defend, protect, hold harmless, and indemnify Indemnitees from liability, and shall survive the expiration or earlier termination of this Agreement.

## **13.3 CalRecycle Indemnification**

In addition to any other Indemnity obligations set forth herein, Contractor agrees to indemnify, defend, and hold harmless Indemnitees from and against any and all fines and/or penalties imposed by CalRecycle or the Local Enforcement Agency ("LEA"), in proportion to its fault, and subject to other restrictions set forth in California Public Resources Code Section 40059.1, if the requirements of AB 939, SB 1016, AB 341, AB 1826, and/or SB 1383, are not met with respect to the Franchised Materials Accepted by Contractor under this Agreement, and such failure is due to the failure of Contractor to meet its obligations under this Agreement or due to Contractor delays in providing information that prevents Contractor or Authority from submitting accurate reports required by CalRecycle in a timely manner. The Contractor's duty to indemnify and defend shall survive the expiration or earlier termination of this Agreement.

## **13.4 Environmental Indemnity**

Contractor shall defend, indemnify, and hold harmless Indemnitees against and from any and all claims, suits, losses, penalties, damages, and liability for damages of every name, kind, and description including attorneys' fees and costs incurred, attributable to and to the extent of the negligence or willful misconduct of Contractor in handling Unpermitted Waste and/or Excluded Waste. For purposes of clarity, Franchised Collector is prohibited from Delivering Unpermitted Waste and/or Excluded Waste to Contractor under this Agreement.

## **13.5 Insurance**

Contractor shall, at its sole cost and expense, maintain in effect at all times during the Term of this Agreement not less than the following coverage and limits of insurance:

- A. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:
1. The most recent editions of Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001 0413).
  2. The most recent editions of Insurance Services Office form number CA 0001 covering Automobile Liability, symbol 1 "any auto" and endorsement CA 0025.
  3. Workers' compensation Employers Liability insurance as required by California Labor Code Sections 3700 et seq.
- B. **Minimum Limits of Insurance.** The Contractor shall maintain limits no less than:
1. Commercial General Liability: Ten Million Dollars (\$10,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
  2. Automobile Liability: Ten Million Dollars (\$10,000,000) combined single limit per accident for bodily injury and property damage.
  3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of One Million Dollars (\$1,000,000) per accident/occurrence.
  4. Pollution Legal Liability: Ten Million Dollars (\$10,000,000) covering liability arising from the release of pollution at the Approved Pre-Processing Facility. The Pollution Legal Liability policy shall contain the same endorsements as required for Commercial General Liability.
- C. **Deductibles and Retentions.** Regardless of the existence or amount of any deductibles or self-insured retentions that may exist under Contractor's insurance policies, Contractor shall provide to the Authority the benefits of policy coverages, so that the policy coverage shall apply starting with the first dollar of any covered defense cost or Indemnity obligation.
- D. **Other Insurance Provisions.** The policies are to contain, or be endorsed to contain, the following provisions:
1. General Liability and Automobile Liability Coverage.
    - a. The Authority, its Member Agencies, their officials, directors, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; Premises owned, leased or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Authority, its Member Agencies, their officials, directors, employees, or volunteers.
    - b. Contractor's insurance coverage shall be primary insurance as respects Authority, its Member Agencies, its officials, employees, and volunteers. Any insurance or self-insurance maintained by Authority, its Member Agencies, its officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
    - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Authority, its Member Agencies, its officials, employees, or volunteers.

- d. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurers' liability.
    - e. Contractor's insurers shall agree to waive all rights of subrogation against Authority, its Member Agencies, its officials, employees, and volunteers for losses arising from work performed by Contractor under this Agreement.
  - 2. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Authority, its Member Agencies, its officials, employees, and volunteers for losses arising from work performed by Contractor under this Agreement.
- E. **Acceptability of Insurers.** The insurance policies required by this Section shall be issued by an insurance company or companies approved to do business in the State of California and with a rating in the most recent edition of Best's Insurance Reports of size category VII or larger and a rating classification of A or better, unless Authority agrees in writing to alternative ratings. To the extent permitted by law, all or any part of the required insurance may be provided under a plan of self-insurance, only if, in the sole discretion of Authority, Contractor can provide adequate assurances that the self-insured coverage provides commercially equivalent protection to Authority and its Member Agencies, their officials, employees, volunteers, and agents.
- F. **Verification of Coverage.** The Contractor shall furnish the Authority with certificate(s) of insurance and with original endorsements affecting coverage required by this clause. The certificates of insurance and endorsements for each insurance policy are to be signed by a Person authorized by the insurer(s) to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by or acceptable to Authority and are to be received and approved by Authority on or before the Effective Date.
- G. **Approved Affiliates and Subcontractors.** The Contractor shall require all Approved Affiliates and Subcontractors performing work in connection with this Agreement to maintain minimum insurance consistent with coverage type, limits, and other requirements specified here, except as otherwise provided in Exhibit H or otherwise approved in writing in advance by the Executive Director. Alternatively, the Contractor may satisfy this insurance obligation by naming Approved Affiliates and/or Subcontractors as additional insureds under the Contractor's policies specified herein (except Workers' Compensation and Employer's Liability).
- H. **Required Endorsements.** The Commercial General Liability policy shall contain the following blanket endorsement in substantially the following form:
  - 1. "Thirty (30) Days prior written notice shall be given to Authority in the event of cancellation of this policy. Such notice shall be emailed from the insurer(s)' authorized representative to [Authority@recyclesmart.org](mailto:Authority@recyclesmart.org), and upon written request by the Executive Director, such notice shall also be submitted in hard copy to:  
  
Executive Director  
Central Contra Costa Solid Waste Authority  
1850 Mt. Diablo Blvd, Suite 320  
Walnut Creek, CA 94596"
  - 2. "Inclusion of Authority and Member Agencies as an additional insured shall not affect Authority's or its Member Agencies' rights as respects any claim, demand, suit, or

judgement brought or recovered against Contractor. This policy shall protect Contractor and Authority and Member Agencies in the same manner as though a separate policy had been issued to each, but this shall not operate to increase Contractor’s liability as set forth in the policy beyond the amount shown or to which Contractor would have been liable if only one Party had been named as an insured. The thirty (30) Day notice of cancellation shall be emailed from the insurer(s)’ authorized representative to [Authority@recyclesmart.org](mailto:Authority@recyclesmart.org), and upon written request by the Executive Director, such notice shall also be submitted in hard copy to:

Executive Director  
 Central Contra Costa Solid Waste Authority  
 1850 Mt. Diablo Blvd, Suite 320  
 Walnut Creek, CA 94596”

- I. **Delivery of Proof of Coverage.** Within fifteen (15) Days of the Effective Date, Contractor shall furnish the Authority certificate(s) of insurance evidencing each policy of insurance required hereunder, in form and substance satisfactory to Authority. Such certificates shall show the type and amount of coverage, effective dates, and dates of expiration of policies and shall have all required endorsements. Renewal certificates will be furnished periodically to Authority to demonstrate maintenance of the required coverages throughout the Term. Furthermore, in the event of a coverage dispute between the Authority and an insurance carrier of Contractor that names the Authority as an additional insured under this Agreement, the Contractor shall, at the Authority’s request, provide the Authority’s counsel with the copy of the policy in question.
- J. **Other Insurance Requirements.**
  - 1. Contractor shall comply with all requirements of the insurers issuing policies. The carrying of insurance shall not relieve Contractor from any obligation under this Agreement. If any claim exceeding the amount of any deductibles or self-insured reserves is made by any third Person against Contractor on account of any occurrence related to this Agreement, Contractor shall promptly report the facts in writing to the insurance carrier and to Authority.
  - 2. If Contractor fails to procure and maintain any insurance required by this Agreement, Authority may take out and maintain, at Contractor’s expense, such insurance as it may deem proper and deduct the cost thereof from any monies due Contractor.

### 13.6 Performance Bond

Within seven (7) Days after the Authority’s notification to the Contractor that the Authority has executed this Agreement, the Contractor shall file with the Authority an executed Letter of Intent to issue performance bond, in the form presented in Exhibit K, confirming surety’s intent to issue the bond required hereunder. Within six (6) months prior to the Commencement Date, the Contractor shall file with the Authority a bond, payable to the Authority, securing Contractor’s performance of its obligations under this Agreement. Such bond shall be approved by the Authority and renewed annually if necessary so that the performance bond is maintained at all times during the Term. The principal sum of the bond shall be Eighty Thousand Dollars (\$80,000) and shall be adjusted every three (3) years, commencing with Rate Year Three, to equal one and half (1.5) months of the prior Rate Year’s annual Gross Receipts. The bond shall be executed as a surety by a corporation authorized to issue surety bonds in the State of California that has a rating of A or better in the most recent edition of Best’s Key Rating Guide, and that has a record of service and financial condition satisfactory to Authority.



## **ARTICLE 14**

### **BREACH, DEFAULT, REMEDIES, AND TERMINATION**

#### **14.1 Events of Breach**

Contractor's failure to perform any provision of this Agreement shall constitute an Event of Breach. Each of the following shall constitute an Event of Breach that is material ("Material Event of Breach"):

- A. **Failure to Maintain Coverage.** The Contractor fails to provide or maintain in full force and affect the Workers' Compensation, liability, or indemnification coverage as required by this Agreement.
- B. **Violations of Applicable Law.** The Contractor violates Applicable Law relative to this Agreement, provided that Contractor may contest any such orders or filings in good faith, in which case no breach or default of this Agreement shall be deemed to have occurred upon final resolution of the contest or appeal in favor of Contractor.
- C. **Failure to Pay or Report.** The Contractor fails to make any payments to the Authority or its Member Agencies required under this Agreement, and/or refuses to provide Authority with required information, reports, and/or records in a timely manner as provided for in this Agreement.
- D. **Seizure or Attachment.** There is a seizure or attachment of, or levy on, some or all of Contractor's operating equipment, including, without limitation, its maintenance or office facilities, or any part thereof.
- E. **Default of Other Authority Agreement.** If the Contractor or its Affiliate has entered into an agreement with the Authority in addition to this Agreement and is in default under the terms and conditions of such other agreement.
- F. **Failure to Achieve Processing Standards.** The Contractor materially contributes to a failure or fails to achieve the Processing standards specified in Article 5, Article 6, and/or Article 8, which are essential for the Authority to achieve compliance with Applicable Law including but not limited to SB 1383.
- G. **Failure to Provide Capacity.** The Contractor fails to provide adequate capacity in accordance with Section 5.1.D and Section 6.1.D.
- H. **Labor Unrest.** Pursuant to Section 2.6, Contractor fails to perform services as required under this Agreement for any period of time due to labor unrest, including but not limited to strike, work stoppage or slowdown, sickout, picketing, or other concerted job action conducted by the Contractor's employees or directed at the Contractor or an Affiliate; or any labor action initiated by Contractor including, but not limited to, a lock-out.
- I. **Failure to Meet Turnaround Guarantee.** Pursuant to Section 8.8 and following initial notice by the Franchised Collector or the Authority to the Contractor of an instance of Contractor's failure to meet the turnaround guarantee for any one (1) Franchised Collector vehicle for more than five (5) consecutive Working Days following the initial notice or more than ten (10) Working Days in any sixty (60) Day period.

#### **14.2 Contractor's Right to Remedy Breach**

For any Material Event of Breach, except for labor unrest and Contractor's turnaround guarantee, the Authority shall promptly, or as soon as practicable, provide Contractor written notice of a Material Event of Breach. Upon written notice, Contractor shall have ten (10) Days to cure the breach. However, if

Contractor demonstrates that: (a) the breach is curable; and, (b) ten (10) Days is insufficient to cure the breach, then Contractor shall receive an adequate extension of time to cure the breach giving due consideration to the nature of the Material Event of Breach and time required to cure.

A Material Event of Breach caused by labor unrest shall not require any written notice by the Authority. Beginning on the first Day of labor unrest, Contractor shall have ten (10) Days to cure the breach. Labor unrest shall not be allowed any extension of time beyond this initial ten (10) Day cure period.

For all other Events of Breach, the Authority shall promptly, or as soon as practicable, provide Contractor written notice of an Event of Breach. Upon written notice, Contractor shall have thirty (30) Days to cure the breach. However, if Contractor demonstrates that: (a) the breach is curable; and, (b) thirty (30) Days is insufficient to cure the breach, then Contractor shall receive thirty (30) Days an adequate extension of time to cure the breach giving due consideration to the nature of the Event of Breach and time required to cure.

An Event of Breach following Contractor's failure to meet the turnaround guarantee shall require written notice by the Authority following the Event of Breach, and Contractor shall have twenty-four (24) hours to cure the breach.

### **14.3 Acts Necessary to Perform Service**

The Authority's failure to specifically require an act necessary to perform any of the services required under this Agreement and/or comply with law does not relieve Contractor of its obligation to perform such act, or the service(s) dependent on such act, or comply with all Federal, State, and local law and regulation at all times throughout the Term of this Agreement. To the extent that the Contractor engages or fails to engage in performing an act or service in violation of this Agreement or any law and fails to obtain explicit written permission from the Authority in advance, the Contractor shall be solely liable and the Authority shall not be responsible for any payment, compensation adjustments, or administrative support arising from the Contractor's actions or inactions.

In the event of any ambiguity as to the interpretation of the Agreement or the requirements of the Contractor under this Agreement, the Contractor shall be responsible for seeking written clarification and approval from the Authority prior to engaging in actions to resolve ambiguities or not otherwise explicitly stated in the Agreement. The Contractor acknowledges that any informal suggestions or recommendations, whether verbal or in writing, made by the Authority to Contractor shall not be relied upon by Contractor to the extent such suggestions or recommendations may compromise or inhibit Contractor's performance under this Agreement or ability to comply with any and all laws.

The Contractor assumes all liability and responsibility for actions and inactions to perform services under this Agreement in accordance with all laws and expressly waives any claims against the Authority or use of the Authority's actions or inactions as a legal defense for the Contractor's failure to perform or comply with any and all laws in the performance of this Agreement. To the extent the Contractor's non-compliance results in increased costs to the Authority, the Authority shall notify the Contractor, identifying the dollar value of such cost impacts, and the Contractor shall, within thirty (30) Days after written notice from the Authority, remit such costs to the Authority in the form of a direct payment sent or delivered to the Authority or paid to the Authority via an electronic payment method. The Authority retains the right to pursue any remedies specified in this Article in the event of non-compliance, at the Executive Director's sole discretion.

## 14.4 Event of Default

Each of the following shall constitute an Event of Default, upon which Authority shall promptly or as soon as practicable provide Contractor written notice of the default:

- A. **Failure to Cure Breach.** The Contractor fails to cure an Event of Breach as provided above in Section 14.2.
- B. **Repeated Pattern of Breach.** A pattern of breaches of this Agreement over time such that the combination of breaches constitutes a material failure by Contractor to perform its obligations, even if the Contractor cures each individual breach.
- C. **Fraud or Deceit.** The Contractor practices, or attempts to practice, any fraud or deceit upon the Authority.
- D. **False or Misleading Statements.** Any representation or disclosure made to the Authority by Contractor in connection with or as an inducement to entering into this Agreement, or any future amendment to this Agreement, which proves to be false or misleading in any material respect as of the time such representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement. In addition, any Contractor-provided report containing a misstatement, misrepresentation, data manipulation, or an omission of fact or content explicitly defined by the Agreement, excepting typographical and grammatical errors.
- E. **Failure to Perform.**
  - 1. General. Except as provided under Section 14.10, Contractor fails to provide Transfer, Transport, Pre-Processing, or Diversion services as required under this Agreement for a minimum of either two (2) consecutive Business Days or three (3) non-consecutive Business Days within one (1) week. The Authority may give notice of the Contractor's failure to perform verbally by telephone to Contractor at its principal office and shall be effective immediately. Written confirmation of such verbal notification shall be sent to the Contractor within twenty-four (24) hours of the verbal notification.
  - 2. Facility Disruption. The Franchised Collector is unable to use an Approved Facility(ies) under this Agreement for more than thirty (30) Days in a consecutive twelve (12) month period.
- F. **Criminal Activity.** The Contractor, its officer, managers, or employees are found guilty of criminal activity related directly or indirectly to performance of this Agreement or any other Agreement held with the Authority.
- G. **Assignment without Approval.** The Contractor transfers or assigns this Agreement without express written approval of the Authority, unless the assignment is permitted without Authority approval pursuant to Section 16.7.
- H. **Insolvency or Bankruptcy.** The Contractor becomes insolvent, unable, or unwilling to pay its debts, a receiver is appointed or Contractor's assets are involuntarily assigned, or upon listing of an order for relief in favor of Contractor in a bankruptcy proceeding.
- I. **Failure to Pay Liquidated Damages.** The Contractor fails to pay Liquidated Damages within the ten (10) Day period.
- J. **Failure to Provide Adequate Assurances.** The Contractor fails or refuses to provide the Authority with adequate information to establish its ability to perform within thirty (30) Days.

## 14.5 Event of Default Not Curable

Contractor shall have no right to cure an Event of Default.

## 14.6 Authority's Remedies in the Event of Default

Upon a determination by Authority that an Event of Default has occurred, Authority has the following remedies:

- A. **Waiver of Default.** The Authority may waive any Event of Default if Authority determines that such waiver would be in the best interest of the Member Agencies. The Authority's waiver of an Event of Default is not a waiver of future events of default that may have the same or similar conditions.
- B. **Right to Terminate.** The Authority Board may terminate this Agreement. The Authority Board shall conduct a hearing upon ten (10) Days written notice to the Contractor to determine if termination is in the best interests of the public health, safety, and welfare of the Authority, its Member Agencies, and their constituents. In the event the Authority Board decides to terminate this Agreement, termination shall be effective thirty (30) Days, or such other period determined by the Authority Board, after Authority has given written notice to Contractor.
- C. **Right to Suspend.** The Authority Board may suspend this Agreement, in whole or in part, if Contractor fails to cure within the time frame specified in Section 14.2, until Contractor can provide assurance of performance in accordance with Section 14.11.
- D. **Other Available Remedies.** The Authority's election of one or more remedies described herein shall not limit Authority from any and all other remedies at law and in equity, such as a right to immediately contract with another service provider.

## 14.7 Specific Performance

By virtue of the nature of this Agreement, the urgency of timely, continuous, and high quality service, the lead time required to effect alternative service, and the rights granted by Authority to Contractor, the remedy of damages for a breach hereof by Contractor is inadequate and Authority shall be entitled to injunctive relief.

## 14.8 Authority's Remedies Cumulative

Authority's rights to suspend or terminate this Agreement, to obtain specific performance, and to perform under this Article are not exclusive, and Authority's exercise of one (1) such right shall not constitute an election of remedies. Instead, they shall be in addition to any and all other legal and equitable rights and remedies that the Authority may have, including a legal action for damages or imposition of Liquidated Damages under Section 14.9 and Exhibit F.

## 14.9 Liquidated Damages

The Parties agree that, as of the time of execution of this Agreement, it is impractical and extremely difficult to reasonably ascertain the extent of damages that Authority and its Member Agencies will suffer as a result of a breach by Contractor of its obligations under this Agreement. The Parties acknowledge that consistent and reliable Pre-Processing and Diversion services are of utmost importance to Authority, its Member Agencies, and their constituents. The Parties further recognize that some quantifiable standards of performance are necessary and appropriate to ensure consistent and reliable service and performance.

Therefore, without prejudice to Authority's right to treat such non-performance as an Event of Breach or Event of Default, and in addition to any other remedies provided for in this Agreement, except as otherwise provided in Section 14.10, Authority may assess Liquidated Damages for Contractor's failure to meet specific performance standards, and Contractor agrees to pay the Liquidated Damages amounts specified in Exhibit F. Liquidated Damages are paid as damages, and not as a penalty. The Parties agree that the amounts set forth in Exhibit F represent a reasonable estimate of the amount of the damages that Authority and its Member Agencies will suffer for the specified breaches, considering all of the circumstances existing on the date of this Agreement.

- A. Prior to assessing Liquidated Damages, the Authority shall give Contractor written notice of its intention to do so. The notice shall include a brief description of the incident(s)/non-performance giving rise to the damages. Within three (3) Days after receiving the notice of intent, Contractor shall have the right to request that the Authority meet and confer regarding the notice of intent; the Parties should promptly meet and confer in good faith.
- B. Authority shall assess Liquidated Damages and provide Contractor with a written explanation of its determination for each incident(s)/non-performance. The Authority may assess Liquidated Damages for each Day or incident of non-performance with the Agreement. The decision of the Executive Director or designee shall be final, and subject only to the right to appeal the imposition of the Liquidated Damages to the Authority Board when the amount imposed exceeds Ten Thousand Dollars (\$10,000) per month in total for multiple events of non-performance. Thereafter, it is deemed the Contractor has exhausted all required administrative remedies.
- C. Contractor shall pay any Liquidated Damages assessed by Authority within ten (10) Days after they are assessed. If they are not paid within the ten (10) Day period, Authority may proceed against the performance bond required by the Agreement, and treat such failure as an Event of Default subject to the remedies in this Article.

#### **14.10 Excuse from Performance**

In the event that a Party is prevented from performing all or some of its obligations under this Agreement by an Uncontrollable Circumstance, it shall not constitute an Event of Breach or Event of Default, or otherwise form the basis to assess Liquidated Damages under, this Agreement, so long as the Party in good faith has used its best efforts to perform its respective obligations. The Party claiming excuse from performance shall, within five (5) Days after such Party has notice of the effect of such cause, give the other Party notice of the facts constituting such cause and asserting its claim to excuse under this Section. Specifically, such information shall include the following:

- A. The Uncontrollable Circumstance and the cause thereof (to the extent known).
- B. The date the Uncontrollable Circumstance began, its estimated duration, and the estimated time during which the Party's performance of its obligations hereunder will be delayed.
- C. Potential mitigating actions that might be taken by either Party and any areas where costs might be reduced and the approximate amount of such cost reductions.

In the event that either Party validly exercises its rights under this Section, the Parties hereby waive any claim against each other for any damages sustained thereby. In no event shall Contractor be excused from performance of a payment obligation under this Agreement.

## **14.11 Right to Demand Assurances of Performance**

If the Authority believes in good faith that the Contractor's ability to perform under this Agreement has been placed in substantial jeopardy, the Authority may require that the Contractor provide reasonable assurances that none of the events listed below will prevent the Contractor from timely and proper performance of its obligations under this Agreement. Such events include, but are not limited to:

- A. The Contractor or an Affiliate is the subject of any labor unrest including work stoppages or slowdown, sick-out, picketing, or other concerted job action affecting this Agreement.
- B. Contractor or an Affiliate appears, in Authority's reasonable judgment, unable to regularly pay its bills as they become due.
- C. Contractor or an Affiliate is the subject of a civil or criminal judgment or order entered by a Federal, State, regional, or local agency for violation of a law that may affect performance under this Agreement, including but not limited to environmental laws, or laws related to fraud and malfeasance of public contracts.

If the Contractor fails or refuses to provide the Authority with adequate information to establish its ability to perform within thirty (30) Days, such failure or refusal shall be an Event of Default for the purposes of Section 14.4.

## **14.12 Waiver of Defenses**

In order to ensure the non-interruption of a vital public service, except as provided in Section 14.10, the Contractor acknowledges that it is solely responsible for providing the services described herein, and hereby irrevocably waives the following defenses to the payment and performance of its obligations under this Agreement: any defense based upon failure of consideration, contract of adhesion, impossibility or impracticability of performance, commercial frustration of purpose, or the existence, non-existence, occurrence or non-occurrence of any foreseen or unforeseen fact, event, or contingency that may be a basic assumption of the Contractor with regard to any provision of this Agreement.

## **14.13 Guaranty of Contractor's Performance**

The Guarantor has agreed to guaranty Contractor's performance of this Agreement including Contractor's indemnification obligations hereunder pursuant to a Guaranty Agreement in the form attached as Exhibit L. The Guaranty Agreement is provided to the Contractor concurrently with this Agreement.

# **ARTICLE 15 RESOLUTION OF DISPUTES**

## **15.1 Cooperation and Disputes Between Contractors**

The Contractor shall fully comply with its obligations to provide services under this Agreement including Acceptance of Franchised Materials Delivered by the Franchised Collector in a manner that meets the requirements of this Agreement and Applicable Law. The Contractor shall also fully comply with its obligations to Deliver Franchised Materials to Approved and Designated Facilities. In the event of disputes between the Franchised Collector and the Contractor or between Contractor and the Approved/Designated Facility(ies), either party may provide written notice of the dispute to the Authority and the other that includes a summary of the dispute, the Section(s) of the Agreement or agreements the asserted dispute arises from, an estimate of the financial implications to Contractor asserted, and a

proposed resolution. Contactor agrees to timely meet and confer directly with the Franchised Collector or Approved/Designated Facility(ies) in good faith to resolve the dispute for thirty (30) Days following the initial notice to the Authority and the other party, or a longer period may be established if mutually agreed upon between the parties. If, at the end of this meet and confer period, Contractor and Franchised Collector or Contractor and Approved/Designated Facility(ies) have met and conferred in good faith but have not resolved the dispute, either party to the dispute may notify the Authority and the Authority shall follow the dispute resolution procedures provided in Section 15.2, 15.3, and 15.4 of this Agreement as well as any applicable provisions of the other party's contract with Authority. In the event of a dispute, Contractor shall continue performance of Contractor's obligations under this Agreement and shall attempt to continue to resolve that dispute in a cooperative manner including, but not limited to, negotiating in good faith.

## **15.2 Informal Resolution**

Should a dispute arise with respect to the performance and obligations of the Parties hereunder at any time during the Term of this Agreement, the provisions of this Article shall apply. Either Party shall give the other written notice of such dispute. Such notice shall specify a date and location for the Parties to meet and confer in good faith to resolve any dispute that may arise in a cooperative and mutually-satisfactory manner. The Parties shall attempt to resolve their disputes informally to the maximum extent possible.

## **15.3 Mediation**

In the event the Parties cannot resolve such dispute within thirty (30) Days after such notice, either Party may propose the appointment of a mediator for advice and non-binding mediation, and the other Party shall attend such mediation. If the mediator is unable, within thirty (30) Days thereafter, to reach a determination as to the matter in dispute in a manner acceptable to the Parties hereto, then either Party may refer the matter to a Court of competent jurisdiction.

## **15.4 Pendency of Dispute**

During the pendency of any dispute under this Article, all applicable time periods directly related to the dispute shall not be tolled. In addition, the pendency of any dispute shall not stay or affect the Authority's remedies under this Agreement including, but not limited to, the Authority's rights to terminate, suspend, or take possession of Contractor's property.

# **ARTICLE 16 OTHER AGREEMENTS OF PARTIES**

## **16.1 Relationship of Parties**

The Parties intend that Contractor shall perform the services required by this Agreement as an independent contractor engaged by Authority and nothing in this Agreement shall be deemed to constitute either Party an employee, partner, joint venturer, officer, agent, or legal representative of the other Party or to create any fiduciary relationship between the Parties. Neither Contractor nor its officers, employees, Subcontractors, Affiliates, or agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits that accrue to Authority employees by virtue of the Contractor's Agreement with the Authority.

## **16.2 No Third Party Beneficiaries**

This Agreement is not intended to, and will not be construed to, create any right on the part of any third party to bring an action to enforce any of its terms.

## **16.3 Compliance with Law**

In providing the services required under this Agreement, the Contractor shall at all times comply with all Federal, State, and Local laws and regulations now in force and as may be enacted, issued, or amended during the Term.

## **16.4 Governing Law**

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

## **16.5 Jurisdiction**

Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Contra Costa County in the State of California, which shall have exclusive jurisdiction over such lawsuits. With respect to venue, the Parties agree that this Agreement is made in and will be performed in Contra Costa County. Nothing in this Agreement shall be construed to limit the rights of either Party to seek judicial review of or remedies for any alleged breach of this Agreement by either Party.

## **16.6 Notice to Parties**

All notices required or provided for in this Agreement shall be provided to the Parties at the following addresses, by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) Days after deposit. A Party may change the address to which notice is given by giving notice as provided herein.

To Authority:

Executive Director  
Central Contra Costa Solid Waste Authority  
1850 Mt. Diablo Blvd, Suite 320  
Walnut Creek, CA 94596

To Contractor:

General Manager  
Contra Costa Transfer Station  
951 Waterbird Way  
Martinez, CA 94553

## **16.7 Assignment and Transfer of Agreement**

Neither Party shall assign its rights or delegate, subcontract, or otherwise transfer its obligations under this Agreement to any other Person without the prior written consent of the other Party. Any such



assignment made without the consent of the other Party shall be void and the attempted assignment shall constitute a material breach of this Agreement.

- A. For purposes of this Section when used in reference to Contractor, "assignment" shall include, but not be limited to (1) a sale, exchange or other transfer of any greater than fifty percent (50%) all of Contractor's assets dedicated to service under this Agreement to a third party; (2) a sale, exchange or other transfer of outstanding common stock of Contractor to a third party provided said sale, exchange or transfer may result in a change of control of Contractor; (3) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation, subcontracting or lease-back arrangement, or other transaction that results in a change of ownership or control of Contractor; (4) any assignment by operation of law, including insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of Contractor's property, or transfer occurring in the event of a probate proceeding; and, (5) any combination of the foregoing (whether or not in related or contemporaneous transactions) that has the effect of any such transfer or change of ownership, or change of control of Contractor.
- B. Contractor acknowledges that this Agreement involves rendering a vital service to the Member Agencies' residents and businesses, and that the Authority has selected the Contractor to perform the services specified herein based on (1) the Contractor's experience, skill and reputation for conducting its materials management operations in a safe, effective and responsible fashion, at all times in keeping with Law, regulations and good materials management practices, and (2) the Contractor's financial resources to maintain the required equipment and to support its Indemnity obligations to the Authority under this Agreement. The Authority has relied on each of these factors, among others, in choosing the Contractor to perform the services to be rendered by the Contractor under this Agreement.
- C. If the Contractor requests the Authority's consideration of and written consent to an assignment, the Authority may deny or approve such request in its complete discretion. Under no circumstances shall any proposed assignment be considered by the Authority if the Contractor is in default at any time during the period of consideration.
- D. No request by the Contractor for consent to an assignment need be considered by the Authority unless and until the Contractor has met the following requirements. However, the Authority may, in its sole discretion, waive one or more of these requirements:
  1. The Contractor shall pay a good faith deposit the Authority its actual expenses for attorneys, consultants', and accountants' fees, staff time, and investigation costs necessary to investigate the suitability of any proposed assignee, and to review and finalize any document required as a condition for approving any such assignment including the performance of a Compliance Audit, as provided in Section 16.9 of this Agreement. Such payment shall be required regardless of the ultimate determination of the Authority regarding the approval or denial of the assignment. Upon submittal of the Contractor's request for assignment to the Authority, the Contractor shall submit an initial non-refundable deposit of Seventy-Five Thousand Dollars (\$75,000) for this purpose for this purpose, that shall be adjusted annually by the Annual Percentage Change in CPI-U.
  2. The Contractor shall furnish the Authority with audited financial statements of the proposed assignee's operations for the immediately preceding three (3) operating years.

3. The Contractor shall furnish the Authority with satisfactory proof that: (1) the proposed assignee has at least ten (10) years of Solid Waste, Recyclable Materials, and/or Organic Materials management experience on a scale equal to or exceeding the scale of operations conducted by the Contractor under this Agreement; (2) in the last five (5) years, the proposed assignee has not suffered any citations or other censure from any Federal, State or local agency having jurisdiction over its materials management operations due to, in the Authority's sole and reasonable discretion, any material or significant failure to comply with State, Federal or local waste management laws and that the assignee has provided the Authority with a complete list such citations and censures; (3) the proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion; (4) the proposed assignee conducts materials management practices in full compliance with all Federal, State and local laws regulating the Transfer and Transport of all Solid Waste, including Hazardous Waste; and, (5) any other information required by the Authority to ensure the proposed assignee can fulfill the Terms of this Agreement in a timely, safe, and effective manner.
- E. The Contractor shall provide the Authority with any and all additional records or documentation which, in the Authority's sole determination, would facilitate the review of the proposed assignment.
  - F. On the date the Authority provides notice to the Contractor that the Authority intends to approve the Contractor's written request for an assignment, the Contractor shall pay the Authority a transfer fee in the amount of ten percent (10%) of the Gross Receipts for the most-recently-completed Rate Year. The Authority's approval of such an assignment shall be conditioned on the receipt of the transfer fee.
  - G. Any assignment by the Authority may only be made to a different or successor joint powers agency, a Member Agency or Agencies, or similar public corporation. While nothing in this Agreement is intended to prevent the Authority from assigning its rights and obligations under this Agreement to a different or successor joint powers authority organized for the purpose of dealing with materials management matters on a county-wide or regional basis, such an assignment may occur without prior written consent of the Contractor only where the Authority or all of its Member Agencies become members of that successor or new authority or agency. If the Authority requests consideration of and consent to an assignment (other than to a different or successor county-wide or regional joint powers agency as described above), the Contractor may deny or approve such request. The Contractor may request that the proposed assignee of the Authority provide such documents, resolutions, and ordinances that may be necessary for the Contractor to properly evaluate assignment to the proposed assignee. Nothing in this Section is intended to limit the Authority's discretion in allowing for new Member Agencies or altering the present composition of the Authority, however, such changes in composition or membership shall not affect the Service Area or mode of operation to which this Agreement applies.
  - H. In the event a Member Agency seeks to withdraw from the Authority before the end of the Agreement's Term, the Member Agency's withdrawal is conditioned upon its consent to Assignment of this Agreement as well as the respective obligations of the Authority as it pertains to the Member Agency's jurisdictional area. The act of withdrawal shall also operate as the Authority's consent to Assignment of its respective rights and obligations under this Agreement to the withdrawing Member Agency. Any additional terms and conditions of withdrawal as well as the details of assuming the specific obligations of this Agreement shall

be governed by the provisions of the Authority's Joint Powers Agreement as amended, and the decisions of the Authority Board.

### **16.8 Transition to Next Contractor**

If the transition of services to another contractor occurs through expiration of the Term, default and termination, or otherwise, then Contractor will cooperate with Authority and subsequent contractor(s) to assist in an orderly transition. The Contractor may, but is not obligated to, sell its vehicles, or equipment to the next contractor.

### **16.9 Compliance Audit**

In the event the Contractor has requested the Authority's consideration of an Assignment, as provided in Section 16.7 of this Agreement or, if, in Authority's sole determination, there is any doubt regarding the compliance of Contractor with this Agreement, the Authority may require an audit of Contractor's compliance and the costs of such an audit shall be paid by Contractor in advance of the performance of said audit. This Audit is in addition to the Performance Review described in Section 11.2 of this Agreement.

### **16.10 Binding on Successors**

The provisions of this Agreement shall inure to the benefit of and be binding on the successors and permitted assigns of the Parties.

### **16.11 Non-Waiver**

Failure of either Party to exercise any of the remedies set forth herein within the time periods provided for shall not constitute a waiver of any rights of that Party with regard to that failure to perform or subsequent failures to perform, whether determined to be a breach, excused performance, or unexcused defaults, by the other Party.

## **ARTICLE 17 MISCELLANEOUS PROVISIONS**

### **17.1 Entire Agreement**

This Agreement, including the Exhibits and any attachments or appendices, represents the full and entire Agreement between the Parties with respect to the matters covered herein.

### **17.2 Amendment**

Except as provided in Section 17.10, neither this Agreement nor any provision hereof may be changed, modified, amended, or waived except in written agreement duly executed by and between the Authority and Contractor.

### **17.3 Section Headings**

The article and section headings in this Agreement are for convenience of reference only and are not intended to be used in the construction of this Agreement nor to alter or affect any of its provisions.

## **17.4 References to Laws**

All references in this Agreement to laws shall be understood to include such laws as they may be subsequently amended or recodified, unless otherwise specifically provided.

## **17.5 Interpretation**

This Agreement shall be interpreted and construed reasonably and neither for nor against either Party, regardless of the degree to which either Party participated in its drafting.

## **17.6 Severability**

If any clause, provision, subsection, section, or article of this Agreement is for any reason deemed to be invalid and unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such portion shall not affect any of the remaining parts of this Agreement, which shall be enforced as if such invalid or unenforceable portion had not been contained herein.

## **17.7 Further Assurance**

Each Party agrees to execute and deliver any instruments and to perform any acts as may be necessary or reasonably requested by the other in order to give full effect to this Agreement.

## **17.8 Counterparts**

This Agreement may be executed in counterparts, each of which shall be considered an original.

## **17.9 Exhibits**

Each of the Exhibits identified as Exhibits A through R are attached hereto and incorporated herein and made a part hereof by this reference.

## **17.10 The Authority's Right to Make Administrative Changes**

The Parties acknowledge that the Franchised Collector will, and the Recyclables Contractor, Organics Contractor, Reuse Contractor, Disposal Contractor, and Mixed Waste Contractor may, be selected by the Authority after the execution of this Agreement. The Contractor acknowledges that the Authority drafted and negotiated this Agreement with the aim of maintaining uniformity and consistency across all its service agreements with its contractors and ensuring interdependent and/or interrelated provisions among or across the service agreements do not conflict. The Contractor hereby grants the Authority the unilateral right to make administrative and/or non-material changes to this Agreement (e.g., to align the use of defined terms, to reflect the names and addresses of facilities, to correct inadvertent ambiguity) after it is executed by the Contractor through the date the Authority executes the last in the series of agreements with the Franchised Collector. Such changes will not require mutual consideration and are not intended to uniquely benefit or disadvantage any one (1) contractor or the Authority. The Authority shall provide written notice of any changes made to this Agreement by the Authority pursuant to this Section within thirty (30) Days after the date the Franchised Collection Agreement is executed. The Authority's changes will be made in the form of a restated Agreement that will be limited to the administrative changes mentioned in this Section. The Authority and the Contractor shall each promptly execute such restated Agreement; the Contractor shall not interfere with, frustrate, or otherwise delay execution of such restated Agreement made in accordance with this Section.

### 17.11 Electronic Signatures

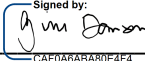
The Parties hereby agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement, or such other documents, are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

### 17.12 Actions of the Authority in its Governmental Capacity

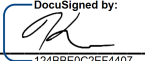
Nothing herein shall be interpreted as limiting the right of the Contractor to bring any legal action against the Authority arising out of any act or omission of the Authority in its governmental or regulatory capacity.

IN WITNESS WHEREOF, Authority and Contractor have executed this Agreement as of the Day and year first above written.

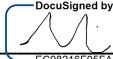
#### Authority

By:   
CAFDABABAB0E4F4...  
Board Chairperson  
Gina Dawson  
Printed name

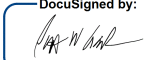
#### CONTRACTOR

By:   
124BBE0C2EF4407...  
Area President  
Kevin Divincenzo  
Printed name

#### Approved as to Form:

By:   
EC98216F05FA4DB...  
Authority Legal Counsel  
Deborah L. Miller  
Printed name

#### Approved as to Form:

By:   
E35877900E8744C...  
Contractor Legal Counsel  
Scott Gordon  
Printed name

#### Attest:

By:   
3AE1579DF739493...  
Board Secretary

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**EXHIBIT A:  
DEFINED TERMS**

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## **EXHIBIT A: DEFINED TERMS**

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*For the purposes of this Agreement, there may be defined terms that are used only used in this Agreement to provide context to the Contractor on the Authority's separate agreements with other contractors and operators of facilities used under those agreements.*

**"AB 341"** means the California Jobs and Recycling Act of 2011 (Chapter 476, Statutes of 2011 [Chesbro, AB 341]), also commonly referred to as "AB 341," as amended, supplemented, superseded, and replaced from time to time.

**"AB 901"** means Assembly Bill 901, approved by the Governor of the State of California on October 10, 2015, which amended Section 41821.5 of; amended, renumbered, and added Section 41821.6 of; and, added Sections 41821.6 to, the California Public Resources Code, relating to solid waste, as amended, supplemented, superseded, and replaced from time to time.

**"AB 939"** means the California Integrated Waste Management Act of 1989 (California Public Resources Code Sections 40000 et seq.), as amended, supplemented, superseded, and replaced from time to time.

**"AB 1201"** means Assembly Bill 1201, approved by the Governor of the State of California on October 5, 2021, which amended Sections 42356, 42356.1, and 42357 of, and amended the heading of Chapter 5.7 (commencing with Section 42355) of Part 3 of Division 30 of, the California Public Resources Code, relating to solid waste, as amended, supplemented, superseded, and replaced from time to time.

**"AB 1594"** means Assembly Bill 1594 approved by the Governor of the State of California on September 28, 2014, which amended Sections 40507 and 41781.3 of the California Public Resources Code, relating to solid waste, as amended, supplemented, superseded, and replaced from time to time.

**"AB 1669"** means Assembly Bill 1669 approved by the Governor of the State of California on September 30, 2016 which amends California Labor Code Sections 1070 through 1076 with respect to the hiring of displaced employees under service contracts for the collection and transportation of solid waste.

**"AB 1826"** means the Organic Waste Recycling Act of 2014 (Chapter 727, Statutes of 2014 modifying Division 30 of the California Public Resources Code), also commonly referred to as "AB 1826," as amended, supplemented, superseded, and replaced from time to time.

**"AB 2176"** means the Large Venue Recycling Act (an act to amend Section 42911 of, and to add Chapter 12.7 (commencing with Section 42648) to Part 3 of Division 30 of, the California Public Resources Code, relating to Recycling), also commonly referred to as "AB 2176," as amended, supplemented, superseded, and replaced from time to time.

**"Accept"** or **"Acceptance"** (or other variations thereof) means the receipt and acceptance of Delivered Franchised Material by an Approved or Designated Facility which results in a transfer of ownership of any Franchised Material: i) from the Franchised Collector to the Contractor; or, ii) from the Contractor to an Approved or Designated Facility.

**"Advanced Clean Fleets Regulation"** means 13 CCR Sections 2013, 2013.1, 2013.2, 2013.3, 2013.4, 2014,2014.1, 2014.2, 2014.3, 2015, 2015.1, 2015.2, 2015.3, 2015.4, 2015.5, 2015.6, and 2016, as amended, supplemented, superseded, and replaced from time to time.

## **EXHIBIT A: DEFINED TERMS**

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**“Affiliate”** means any Person, corporation, or other entity directly or indirectly controlling or controlled by another Person, corporation, or other entity, or under direct or indirect common management or control with such Person, corporation, or entity. As between any two (2) or more Persons or entities, when ten percent (10%) of one is owned, managed, or controlled by another, they are hereunder Affiliates of one another. In a joint venture, each party to the joint venture may have their own Affiliate.

**“Agreement”** means this Agreement for Commercial Food Scraps Pre-Processing, Transfer and Transport services between the Authority and the Contractor, including all exhibits, attachments, and any future amendments hereto.

**“Allowable” or “Allowed”** (or other variations thereof) means the type of materials that are permitted to be placed in each of the different Source Separated Containers by Generators to maximize Acceptance by the Approved and Designated Facilities and may include limited materials that are considered Contaminants, as specified in Exhibit C, in order to facilitate ease of set-out and containment of materials by Generators.

**“Anaerobic Digestion”** means a method of treatment in which Organic Materials are biologically decomposed in an enclosed chamber using microorganisms to break down biodegradable material, normally in the absence of oxygen, and converted into renewable energy by producing biogas and digestate.

**“Annual Percentage Change”** means the annual percentage change in any of the indices defined below, calculated as described in the following paragraph.

The Annual Percentage Change for a cost index shall be calculated as the Average Index Value for the most recently available twelve- (12-) month period of the then-current Rate Year minus the Average Index Value for the corresponding twelve- (12-) month period of the most-recently-completed Rate Year and the result of which shall be divided by the Average Index Value for the same twelve- (12-) month period of the most recently completed Rate Year. The Annual Percentage Change shall be rounded (up or down) to the nearest thousandth (1,000<sup>th</sup>).

For example, if the Contractor is preparing its Rate application in January of 2028 for Rates to be effective for Rate Year Two, the Annual Percentage Change in CPI shall be calculated as follows: [(Average Index Value CPI for January 2027 through December 2027) – (Average Index Value CPI for January 2026 through December 2026)] / (Average Index Value CPI for January 2026 through December 2026)].

**“Applicable Law”** means all Federal, State, and local laws, regulations, rules, orders, judgments, permits, approvals, or other requirements of any governmental body having jurisdiction over the Collection, Transfer, Transport, Processing, Diversion, and Disposal of Solid Waste, Recyclable Materials, Organic Materials, C&D, Unpermitted Waste, and/or Excluded Waste that are in force on the Effective Date and as they may be enacted, issued, or amended during the Term of this Agreement.

**“Approved Affiliate”** means the Affiliates listed in Exhibit H that provide services, property, or other support related directly or indirectly to this Agreement.

**“Approved Alternate Facility(ies)”** means the Forward Composting Facility at 9999 S Austin Road, Manteca, California, 95336, which is owned and operated by Forward, Inc. and the West Contra Costa

## **EXHIBIT A: DEFINED TERMS**

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Landfill Composting Facility at 1 Parr Boulevard, Richmond, California 98406 , which is owned and operated by West Contra Costa Sanitary Landfill, Inc. that shall serve as a back-up facility(ies) for the Approved Pre-Processing Facility in the event the Approved Pre-Processing Facility or the Designated Anaerobic Digestion Facility is unavailable.

**“Approved Facility(ies)”** means those facilities owned and/or operated by the Contractor that are the subject of this Agreement and approved by the Authority for use by the Contractor in the performance of services under this Agreement.

**“Approved Pre-Processing Facility”** means the Contra Costa Transfer Station that is located at 951 Waterbird Way, Martinez, CA 94553 which is owned and operated by Allied Waste Systems, Inc. d/b/a Contra Costa Transfer. The Approved Pre-Processing Facility shall serve as the primary Pre-Processing Facility for Commercial Food Scraps under this Agreement and may also serve a limited Transfer function in accordance with Section 6.1.C.

**“Authority”** or **“The Authority”** means the Central Contra Costa Solid Waste Authority or its Executive Director.

**“Authority Board”** or **“Board”** means the duly elected representatives from each Member Agency’s governing body, or its successor municipal governing body of the Authority.

**“Authority Reimbursements”** means fixed and/or per-Ton amounts or percentages the Authority may require Contractor to pay the Authority in consideration of the exclusive rights provided in Section 2.1, the costs of administering the Source Reduction and Recycling Elements and Non-Disposal Facility Elements of AB 939, the costs associated with managing the programs and services, and administering the rights, privileges, and services provided under this Agreement and other service agreements, including amounts the Authority may require Franchised Collector and/or Contractor to pay the Authority so the Authority can pay the Recyclables Contractor, Organics Contractor, Reuse Contractor, Transfer Contractor, Disposal Contractor, Mixed Waste Contractor and/or other related Authority contractors for services provided under those agreements.

**“Average Index Value”** means the sum of the monthly index values during the most recently available twelve- (12-) month period divided by twelve (12) (in the case of indices published monthly) or the sum of the bi-monthly index values divided by six (6) (in the case of indices published bi-monthly).

**“Billings”** means any and all statements of charges for services rendered, howsoever made, described, or designated by the Contractor, or made by the Authority or others for the Contractor, pursuant to the terms and conditions of this Agreement.

**“Bin(s)”** means a Container with a capacity of one (1) to eight (8) cubic yards and a hinged lid. Bins may or may not have wheels.

**“Business Days”** means Days during which the Authority offices are open to do business with the public.

**“CALGreen”** means the California Green Building Standards Code, Part 11, Title 24, of the CCR, as amended, supplemented, superseded, and replaced from time to time, and including, but not limited to, any implementing local regulations related to CALGreen that are included in any Member Agency Municipal Code.

Authority/Allied Waste Systems, Inc.

## **EXHIBIT A: DEFINED TERMS**

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**“California Code of Regulations (CCR)”** means the State of California Code of Regulations. CCR references in this Agreement are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).

**“CalRecycle”** means California's Department of Resources Recycling and Recovery.

**“CARB”** means the California Air Resources Board.

**“Cart(s)”** means a plastic Container with a hinged lid and wheels with varying capacities ranging from twenty (20) to ninety-six (96) gallons.

**“CERCLA”** means the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9600 et seq.).

**“Change in Law”** means any of the following events or conditions:

- A. The enactment, adoption, promulgation, issuance, modification, elimination, or written change in administrative or judicial interpretation of any Applicable Law on or after the Effective Date.
- B. The order or judgment of any Federal, State, or local governmental body having jurisdiction over the Collection, Transfer, Transport, Processing, Diversion, or Disposal of Solid Waste, Recyclable Materials, Organic Materials, C&D, Unpermitted Waste, and/or Excluded Waste, on or after the Effective Date, to the extent such order or judgment is not the result of willful or negligent action, error or omission, or lack of reasonable diligence of the Authority or the Contractor, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission, or lack of reasonable diligence.

**“Collect”** or **“Collection”** (or other variations thereof) means the act of removing Franchised Materials from the place of generation within the Service Area and Delivering such materials to an Approved or Designated Facility.

**“Commencement Date”** means March 1, 2027, or the date when the Contractor shall begin to provide all services set forth in this Agreement.

**“Commercial”** means of, from, or pertaining to non-Residential Premises where business activity is conducted, including, but not limited to, retail sales, services, wholesale operations, institutions, manufacturing and industrial operations, and including hotels, motels, and other similar Premises, and any and all facilities operated by governmental entities within the Service Area, but excluding businesses conducted upon Residential Premises that are permitted under applicable zoning regulations and are not the primary use of the property.

**“Commercial Edible Food Generator”** includes Tier One Commercial Edible Food Generators and Tier Two Commercial Edible Food Generators, or as otherwise defined in 14 CCR Section 18982(a)(7). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators, or as otherwise specified by 14 CCR Section 18982(a)(7).

Authority/Allied Waste Systems, Inc.

## **EXHIBIT A: DEFINED TERMS**

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**“Commercial Food Scraps”** means when used together, Food Scraps and Allowable Food-Soiled Paper that are separated from Solid Waste by Commercial Generators and set out in accordance with the Authority’s Collection program. Commercial Food Scraps does not include Unpermitted Waste, Excluded Waste, or other Franchised Materials. Allowable Commercial Food Scraps includes, at a minimum, the materials listed in Exhibit C that may be replaced by a list posted by the Authority’s Executive Director in their sole discretion from time to time and provided to the Contractor.

**“Commingled Organics”** means Food Scraps, Food-Soiled Paper, and Yard Trimmings that are separated from Solid Waste by Generators and set out in accordance with the Authority’s Collection program. Commingled Organics does not include Unpermitted Waste, Excluded Waste, or other Franchised Materials. Commingled Organics includes, at a minimum, the materials listed in Exhibit C, that may be replaced by a list posted by the Authority’s Executive Director in their sole discretion from time to time and provided to the Contractor.

**“Compactor”** means a mechanical apparatus that compresses materials to reduce their volume.

**“Compost”** or **“Composting”** (or other variations thereof) means a method of treatment in which Organic Materials are biologically decomposed under controlled aerobic conditions to produce a safe and nuisance-free Compost Product.

**“Compost Product”** means the product resulting from the controlled biological decomposition of Organic Materials that are Source Separated from Solid Waste, or are separated at a centralized Composting Facility and have met the standards outlined in 14 CCR Sections 17868.1 through 17868.5.

**“Compostable Plastic(s)”** means plastic materials that meet Biodegradable Products Institute (BPI) standards for certification.

**“Construction and Demolition Debris”** or **“C&D”** means Discarded Materials removed from Premises during the construction or renovation of a structure as a result of construction, remodeling, repair, or demolition operations on any Residential or Commercial building or other structure, including pavement. Typically, building or other modification Permits are required for Premises during construction or renovation; however, a property owner’s failure to secure Permits shall not change the way materials from such projects are defined herein.

**“Container(s)”** means a receptacle for temporary storage of Discarded Materials. Containers include, but are not limited to, Bins, Carts, Compactors, and Drop Boxes.

**“Contaminant(s)”** (or other variations thereof) means the following: (i) Discarded Materials placed in the Recyclable Materials Container that are not identified as Allowable Recyclable Materials in the Authority’s Collection program or by the Designated Recyclable Materials Processing Facility, as identified in Exhibit C; (ii) Discarded Materials placed in the Commercial Food Scraps Container that are not identified as Allowable Commercial Food Scraps in the Authority’s Collection program or by the Designated/Approved Pre-Processing Facility or Designated Anaerobic Digestion Facility as identified in Exhibit C and Section 6.1.E; (iii) Discarded Materials placed in the Commingled Organics Container that are not identified as Allowable Commingled Organics in the Authority’s Collection program or by the Designated Composting Facility as identified in Exhibit C; (iv) Discarded Materials placed in the Solid Waste Container that are identified as Allowable Recyclable Materials, Commercial Food Scraps, and/or Commingled Organics to be

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placed in the Franchised Collector's Containers or otherwise managed under the Authority's Collection program; and, (v) Excluded Waste and/or Unpermitted Waste placed in any Container.

**"Contractor"** means Allied Waste Systems, Inc., a Delaware corporation, dba Contra Costa Transfer, and any Approved Affiliates and Subcontractors.

**"Contractor Revenue"** means Gross Receipts plus any revenue received by the Contractor for sale of Franchised Materials or their resulting by-products allowable under this Agreement, less any revenue shared with the Authority pursuant to Article 9.

**"Contractor's Proposal"** means that certain proposal submitted by the Contractor to the Authority dated May 31, 2024 that is attached as Exhibit G to this Agreement.

**"CPI-U"** means the Consumer Price Index, All Urban Consumers, all items, not seasonally adjusted San Francisco-Oakland-Hayward Metropolitan Area compiled and published bi-monthly by the U.S. Department of Labor, Bureau of Labor Statistics (Series ID CUUSS49BSAO, Base Period 1982-84 = 100). If the CPI-U index is no longer available or published, both the Contractor and the Authority shall agree on a successor index to use in its place.

**"Curb" or "Curbside"** (or other variations thereof) means the location of a Collection Container for pick-up, where such Container is placed on the public or private street or alley against the face of the street edging or curb, or where no curb exists, Container is placed on the street surface and not more than three (3) feet from the outside edge of the street or alley nearest the property's entrance that is safely accessible by or to the Collection vehicle.

**"Customer"** means the Person receiving Residential or Commercial Collection services for Franchised Materials generated on Premises located in the Service Area from the Franchised Collector or Reuse Contractor, or other entities with whom the Authority has contracted. The Customer may be the Occupant, Owner, or manager of the Premises.

**"Days"** means calendar days, including Saturdays, Sundays, and Holidays, except as otherwise specifically provided herein.

**"Delivered" or "Delivery"** (or other variations thereof) means arrival of Franchised Materials in the Franchised Collector's Collection vehicles at the entrance of Approved or Designated Facility(ies) during Facility receiving hours for the purposes of Acceptance.

**"Designated Anaerobic Digestion Facility"** means the East Bay Municipal Utility District Site at 2020 Wake Avenue, Oakland, CA, which is owned and operated by East Bay Municipal Utility District and designated by the Authority for Processing of Commercial Food Scraps through Anaerobic Digestion and conversion into renewable energy.

**"Designated Composting Facility"** means the Recology Blossom Valley Organics – North facility located at 3909 W Gaffery Road, Vernalis, California, which is owned and operated by Recology Blossom Valley Organics – North. For the purpose of this Agreement, the Designated Composting Facility shall also include the Organics Contractor's approved alternate facility(ies).

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**“Designated Disposal Facility”** means the Keller Canyon Landfill located at 901 Bailey Road, Pittsburg, California, which is owned and operated by Keller Canyon Landfill Company dba Keller Canyon Landfill. For the purpose of this Agreement, the Designated Disposal Facility shall also include the Disposal Contractor’s approved alternate facility(ies).

**“Designated Facility(ies)”** means any one (1) or combination of the Designated Anaerobic Digestion Facility, Designated Disposal Facility, Designated Recyclable Materials Processing Facility, Designated Composting Facility, and Designated Pre-Processing Facility that are not the subject of this Agreement and where the Authority has entered into a separate agreement for the service(s) provided. Upon commencement of Mixed Waste Processing, if implemented during the Term, this Designated Facilities definition shall also include the Designated Mixed Waste Processing Facility.

**“Designated Mixed Waste Processing Facility”** means \_\_\_\_\_ located at \_\_\_\_\_, which is owned and operated by \_\_\_\_\_, if Mixed Waste Processing is implemented during the Term. For the purpose of this Agreement, the Designated Mixed Waste Processing Facility shall also include the Mixed Waste Contractor’s approved alternate facility(ies). The Parties acknowledge that the Mixed Waste Processing Facility may be selected by the Authority after the execution of this Agreement, and the Authority shall notify the Contractor of the location and ownership of the Designated Mixed Waste Processing Facility within thirty (30) Days after the effectiveness of the contract with the initial Mixed Waste Contractor and upon any change in the Designated Mixed Waste Processing Facility and/or Mixed Waste Contractor.

**“Designated Recyclable Materials Processing Facility”** means the Mt. Diablo Recycling Facility located at 1300 Loveridge Road, Pittsburg, California, which is owned and operated by Mt. Diablo Paper Stock, Inc. dba Mt. Diablo Recycling. For the purpose of this Agreement, the Designated Recyclable Materials Processing Facility shall also include the Recyclable Materials Contractor’s approved alternative facility(ies).

**“Designated Transfer Facility”** means the Contra Costa Waste Service Transfer Station located at 1300 Loveridge Road, Pittsburg, California, which is owned and operated by Contra Costa Waste Service, Inc. dba Mt. Diablo Resource, MDRR, and Recycling Center and Transfer Station. For the purpose of this Agreement, the Designated Transfer Facility shall also include the Transfer Contractor’s approved alternate facility(ies).

**“Designated Waste”** means non-Hazardous Waste that may pose special disposal problems because of its potential to contaminate the environment and that may be Disposed of only in Class II Disposal facilities or Class III Disposal facilities pursuant to a variance issued by the California Department of Health Services. Designated Waste consists of those substances classified as Designated Waste by the State, in 23 CCR Section 2522 as may be amended from time to time.

**“Discarded Material”** means any waste materials (other than Unpermitted Waste and/or Excluded Waste) produced by Generators that are no longer of use to the Generator and that have become the subject of regulation. Discarded Materials may become Franchised Materials if the Generator Source Separated the Discarded Materials into one or more type(s) of Franchised Materials.

**“Disposal”** (or other variations thereof) means the final disposition of Solid Waste or Processing Residue at a Disposal Site.

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**“Disposal Contractor(s)”** means the contractor to the Authority at any given time during the Term of this Agreement that is responsible for Disposing of Solid Waste at the Designated Disposal Facility. In the event of a change in the Disposal Contractor during the Term of this Agreement, the Authority shall notify the Contractor of the new Disposal Contractor(s) within thirty (30) Days after the effectiveness of the contract with the new Disposal Contractor(s).

**“Disposal Site”** means a permitted location for the ultimate Disposal of Solid Waste or Processing Residue.

**“Diversion”** (or other variations thereof) means to prevent Franchised Materials from Disposal at a landfill or transformation facilities (including pyrolysis, distillation, gasification, or biological conversion methods) through Source Reduction, reuse, Recycling, Composting, Anaerobic Digestion, or other method of Processing, in accordance with the provisions of AB 939 and SB 1383.

**“Drop Box”** means an open-top Container with a capacity of eight (8) to forty (40) cubic yards that is serviced by a roll-off Collection vehicle.

**“Dwelling Unit”** means any individual living unit in a Single-Family Dwelling (SFD) or Multi-Family Dwelling (MFD) structure or building, a mobile home, motor home, micro-unit, or single-room occupancy (SRO), located on a permanent site intended for, or capable of being utilized for, Residential living other than a hotels or motels

**“Edible Food”** means food intended for human consumption, as defined in 14 CCR Section 18982(a)(18). For the purposes of this Agreement, Edible Food is not Solid Waste or Food Scraps if it is Recovered as intended. Nothing in this Agreement requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code portion of the California Health and Safety Code.

**“Effective Date”** means the date on which the Agreement becomes binding upon the Parties, which is the date when the latter of the Parties has executed this Agreement.

**“Electronic Materials” or “E-Materials”** means discarded electronic equipment including, but not limited to, televisions, computer monitors, central processing units, laptop computers, computer peripherals (including external hard drives, keyboards, scanners, and mice), printers, copiers, printer and copier cartridges, fusers and toners, facsimile machines, shredders, patch cords and wire, radios, stereos, stereo speakers, VCRs, VHS tapes, DVDs, CDs, floppy discs, camcorders, microwaves, telephones, cellular telephones, and other electronic devices. Some E-Materials or components thereof may be Hazardous Waste or include Hazardous Substances and thus require special handling, Processing, Diversion, or Disposal.

**“Event of Default”** means a default by the Contractor as described in Section 14.4.

**“Excluded Waste”** means Hazardous Substance, Hazardous Waste, infectious waste, Designated Waste, volatile, corrosive, biomedical, infectious, biohazardous, and toxic substances or material, waste that the Contractor reasonably believes would, as a result of or upon Disposal, be a violation of local, State or Federal law, regulation or ordinance, including land use restrictions or conditions, waste that cannot be Disposed of in Class III landfills, waste that in the Contractor’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose the



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Contractor or the Authority to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Residential Solid Waste after implementation of programs for the safe Collection, Recycling, treatment, and Disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code. Excluded Waste does not include Used Motor Oil and Filters or Household Batteries when properly Delivered to Contractor, as set forth in this Agreement.

**“Executive Director”** means the Executive Director of the Authority or their designated representative, which may include outside attorneys, accountants, consultants, volunteers, or contractors to the Authority.

**“Extended Producer Responsibility Program” or “EPR Program”** means an environmental program or policy codified, enforced, and/or monitored by local, State, or Federal governments in which a producer’s, distributor’s, or retailer’s administrative, financial, operational, and/or physical responsibility for a product is extended to the post-consumer stage of a product’s life cycle. Extended Producer Responsibility Programs may be implemented by individual producers, collective industry organizations such as a producer responsibility organization or Stewardship Organization, or other regulated entities specified under the program. Such programs may cover individual products or categories of products, using one (1) or more funding mechanisms, as defined in the regulation(s) establishing the program.

**“Facility”** means any plant or site, owned or leased and maintained and/or operated or used by the Contractor for purposes of performing under this Agreement.

**“Facility User”** means any Person delivering Discarded Materials, Franchised Materials, Solid Waste, or any other material, to an Approved or Designated Facility, including, but not limited to, the Franchised Collector, the Reuse Contractor, Authority staff or designees, Stewardship Organizations or Extended Producer Responsibility Program participants, and Self-Haulers.

**“Federal”** means belonging to or pertaining to the Federal government of the United States.

**“Food Distributor”** means a company that distributes food to entities including, but not limited, to Supermarkets and grocery stores as defined in 14 CCR Section 18982(a)(22).

**“Food Recovery”** means actions to collect and distribute food for human consumption which otherwise would be Disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

**“Food Recovery Organization”** means an entity that primarily engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities, including, but not limited to:

- A. A food bank as defined in Section 113783 of the California Health and Safety Code.
- B. A nonprofit charitable organization as defined in Section 113841 of the California Health and Safety code.
- C. A nonprofit charitable temporary food facility as defined in Section 113842 of the California Health and Safety Code.

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**“Food Recovery Service”** means a Person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26).

**“Food Scraps”** means discarded food that will decompose and or/putrefy including: (i) all kitchen and table food; (ii) animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs; (iii) fruit waste, grain waste, dairy waste, meat, and fish waste; and, (iv) vegetable trimmings, houseplant trimmings, and other Organic Waste common to the occupancy of Residential dwellings and some Commercial kitchen operations.

**“Food Service Provider”** means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations as defined in 14 CCR Section 18982(a)(27).

**“Food-Soiled Paper”** means Compostable paper material that has come into contact with Food Scraps or liquid, such as, but not limited to, Compostable paper plates, paper coffee cups, napkins, and pizza boxes.

**“Franchise”** means the right granted by the Authority to the Contractor to provide Franchised Materials Collection services within the Service Area in accordance with the terms and conditions of this Agreement.

**“Franchised Collector”** means the contractor to the Authority at any given time during the Term of this Agreement that is responsible for the Collection of all Franchised Materials from Customers. The Parties acknowledge that this entity will be selected by the Authority after the execution of this Agreement and the Authority shall notify the Contractor of the Franchised Collector within thirty (30) Days after the effectiveness of the contract with the Franchised Collector and upon any change in the Franchised Collector.

**“Franchised Materials”** means collectively Solid Waste, Recyclable Materials, Commercial Food Scraps, and Commingled Organics set out by Customers in accordance with the Authority’s Collection program.

**“Generator”** means any Person that generates or produces Discarded Materials, or whose act first causes Discarded Materials to become subject to regulation.

**“Governmental Fees”** means those fees charged, levied, or imposed by Federal, State, and local governmental bodies having jurisdiction over the Collection, Transfer, Transport, Processing, Diversion, and Disposal of Solid Waste, Recyclable Materials, Organic Materials.

**“Gross Receipts”** means total cash receipts that the Contractor receives from the Authority for the provision of services pursuant to this Agreement through Tipping Fees less Authority Pass-Throughs. Gross Receipts do not include revenues from the sale of Recovered Materials.

**“Guarantor”** means Republic Services, Inc.

**“Hazardous Substance”** means any of the following:

- A. Any substances defined, regulated, or listed (directly or by reference) as “Hazardous Substances,” “hazardous materials,” “Hazardous Wastes,” “toxic waste,” “pollutant,” or “toxic substances,” or similarly identified as hazardous to human health or the environment,

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in or pursuant to (i) CERCLA, 42 U.S.C. § 9601 et seq.; (ii) the Hazardous Materials Transportation Act, 49 U.S.C. § 1802 et seq.; (iii) the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; (iv) the Clean Water Act, 33 U.S.C. § 1251 et seq.; (v) the Clean Air Act, 42 U.S.C. § 7401 et seq.; (vi) California Health and Safety Code Sections 25115-25117, 25249.8, 25281, and 25316; and, (vii) California Water Code Section 13050.

- B. Any amendments, rules, or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereafter enacted.
- C. Any other hazardous or toxic substance, material, chemical, waste, or pollutant identified as hazardous or toxic or regulated under any other applicable Federal, State, or local environmental laws currently existing or hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyls, petroleum, natural gas and synthetic fuel products, and by-products.

**“Hazardous Waste”** means all substances defined as Hazardous Waste, acutely Hazardous Waste, or extremely Hazardous Waste by the State in California Health and Safety Code Sections 25117, 25110.02, and 25115, in California Public Resources Code Section 40141, or in the future amendments to or recodifications of such statutes, or as identified and listed as Hazardous Waste by the U.S. Environmental Protection Agency, pursuant to the Federal Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.), all future amendments thereto, and all rules and regulations promulgated thereunder.

**“Holidays”** are defined as New Year’s Day and Christmas Day, unless otherwise agreed to between the Parties as provided in Section 8.3.C.

**“Household Batteries”** means alkaline batteries that are typically found in common household items such as flashlights, cameras, and toys.

**“Household Hazardous Waste”** or **“HHW”** means, as defined in California Health and Safety Code Section 25218.1(e), any Hazardous Waste generated incidental to owning or maintaining a place of residence but does not include any waste generated in the course of operating a business at a residence.

**“Implementation Period”** means the period between the Effective Date and the Commencement Date during which the Contractor makes the necessary preparations in order to implement all the Contractor services and obligations set forth herein.

**“Incompatible Material”** or **“Incompatibles”** mean(s) human-made inert material, including, but not limited to, glass, metal, and plastic, and also includes Organic Waste that the receiving end-user, Facility, operation, property, or activity is not designed, permitted, or authorized to perform Organic Waste Recovery activities as defined in 14 CCR Section 18983.1(b), or as otherwise defined by 14 CCR Section 17402(a)(7.5).

**“Indemnity(ies)”** or **“Indemnification”** means all defense and indemnities under this Agreement.

**“Large Event”** means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than two thousand (2,000) individuals per Day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event, or as otherwise defined in 14 CCR Section 18982(a)(38).

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**“Large Venue”** means a permanent venue facility that annually seats or serves an average of more than two thousand (2,000) individuals within the grounds of the facility per Day of operation of the venue facility, or as otherwise defined in 14 CCR, Division 7, Chapter 12. A venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of 14 CCR, Division 7, Chapter 12 and this Agreement, a site under common ownership or control that includes more than one (1) Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue.

**“Liquidated Damages”** means the amounts agreed upon by the Contractor and the Authority as fair and reasonable damages for the Contractor’s failure to meet specific quantifiable standards of performance, as described in Section 14.9 and Exhibit F.

**“Load”** means the payload contents of a Collection vehicle or Transfer Vehicle measured in Tons.

**“Maintenance Yard”** means the primary location for maintenance of equipment and vehicles used by contractors.

**“Maximum Rates”** means those maximum rates or charges approved from time-to-time by the Authority Board to be charged by the Franchised Collector to Subscribers. The Authority Board sets forth the maximum amount that the Franchised Collector may charge Subscribers for services under the Franchise agreement.

**“Medical Materials”** means biomedical materials generated at hospitals public or private medical clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, veterinary facilities, and other similar establishments that are identified as “medical waste” in California Health and Safety Code Section 25117.5 as may be amended from time to time. For the purposes of this Agreement, untreated Medical Materials are not Franchised Materials unless they have been treated and deemed to be Solid Waste.

**“Member Agency(ies)”** means one, all, or a combination of the members of the Authority, including the Cities/Towns of Danville, Lafayette, Moraga, Orinda, and Walnut Creek, Contra Costa County, as such may change over time (e.g., as other governmental agencies may join the Authority in the future).

**“Mixed Materials”** means materials from Residential Premises and Commercial Premises, which includes both Recoverable Materials and non-Recoverable Materials, that may be Processed at a Mixed Waste Processing Facility.

**“Mixed Waste Processing”** means those services provided by the Mixed Waste Contractor to Process Solid Waste that has been designated by the Authority to be Processed and/or Composted in lieu of Disposal that are Delivered by the Franchised Collector to the Designated Mixed Waste Processing Facility(ies). Mixed Waste Processing may include any combination of Processing and/or Composting at a Designated Mixed Waste Processing Facility(ies).

**“Mixed Waste Contractor”** means the contractor to the Authority at any given time during the Term of this Agreement that is responsible for operating the Designated Mixed Waste Processing Facility, if Mixed Waste Processing is implemented during the Term. The Parties acknowledge that this entity may be

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selected by the Authority after the execution of this Agreement, and the Authority shall notify the Contractor of the Mixed Waste Contractor within thirty (30) Days after the effectiveness of the contract with the initial Mixed Waste Contractor and upon any change in the Designated Mixed Waste Processing Facility and/or Mixed Waste Contractor.

**“Multi-Family Dwelling”** or **“Multi-Family”** means any Residential Premises, other than a Single-Family Premises, where there is centralized, shared Collection service for all units in the building.

**“Occupant”** means a Person who may or may not hold the legal title to the real property constituting the Premises, including businesses or other entities, and who permanently or temporarily lives or works at the Premises.

**“Organic Materials”** means collectively Commingled Organics and Commercial Food Scraps.

**“Organics Contractor”** means the contractor to the Authority, at any given time during the Term of this Agreement, responsible for operating the Designated Composting Facility. In the event of a change in the Organics Contractor during the Term of this Agreement, the Authority shall notify the Contractor of the new Organics Contractor(s) within thirty (30) Days after the effectiveness of the contract with the new Organics Contractor(s). **“Organic Waste”** means wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, Yard Trimmings, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges, or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined in 14 CCR Section 18982(a)(4) and 14 CCR Section 18982(a)(16.5), respectively.

**“Party(ies)”** means the Authority and Contractor, individually or together.

**“Pass-Throughs”** means Governmental Fees and Authority Reimbursements.

**“Permits”** means all Federal, State, county, Authority, other local, and any other governmental unit permits, orders, licenses, approvals, authorizations, consents, and entitlements that are required under Applicable Law to be obtained or maintained by any Person with respect to services performed under this Agreement, as renewed or amended from time to time.

**“Person”** means any individual, business, firm, association, organization, partnership, public or private corporation, trust, joint venture, political subdivision, special purpose district, or public or governmental entity.

**“Premises”** means any land or building in the Service Area where Franchised Materials are generated or accumulated.

**“Pre-Process”** or **“Pre-Processing”** means the Processing of Commercial Food Scraps for the purpose of Recovery to produce Recoverable Materials for Anaerobic Digestion.

**“Processing”** means the controlled separation, volume reduction, or conversion of materials including, but not limited to, organized, manual, automated, or mechanical sorting, the use of vehicles for spreading of waste for the purpose of Recovery, and/or includes the use of conveyor belts, sorting lines, or volume reduction equipment, or as otherwise defined in 14 CCR Section 17402(a)(20) to produce Recoverable Materials for Recycling.

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**“Processing Facility”** means a permitted Facility in which materials are sorted, separated, or otherwise manipulated for the purposes of Recovering marketable commodities.

**“Rate”** means the dollar unit to be charged by Contractor for providing the services under this Agreement and for providing other extra services (as applicable).

**“Rate Year”** means a twelve- (12-) month period, commencing July 1 and concluding on the last Day of June of the following year.

**“Rate Year One”** means the first (1<sup>st</sup>) Rate Year covered by this Agreement that covers a sixteen- (16-) month period. Rate Year One shall begin on March 1, 2027 and shall end on June 30, 2028.

**“Recover,” “Recovery,” or “Recovered”** (or other variations thereof) means the classification, extraction, and aggregation of marketable commodities, Compost, and other Recovered Materials from Residue during Processing.

**“Recovered Material”** means marketable commodities that are Recovered through Processing, Composting, and/or Anaerobic Digestion in a way that constitutes landfill reduction pursuant to 14 CCR, Division 7, Chapter 12, Article 2 and is suitable for Recycling.

**“Recyclable Materials”** means materials, by-products, or components of such materials that are set aside, handled, or packaged and are separated from Solid Waste by Generators and set out in accordance with the Authority’s Collection program. Recyclable Materials do not include Unpermitted Waste, Excluded Waste, or other Franchised Materials. Recyclable Materials are the materials listed in Exhibit C that may be replaced by a list posted by the Authority’s Executive Director in their sole discretion from time to time and provided to the Contractor.

**“Recyclables Contractor”** means the contractor to the Authority at any given time during the Term of this Agreement that is responsible for operating the Designated Recyclable Materials Processing Facility. In the event of a change in the Recyclables Contractor during the Term of this Agreement, the Authority shall notify the Contractor of the new Recyclables Contractor(s) within thirty (30) Days after the effectiveness of the contract with the new Recyclables Contractor(s).

**“Recycled” or “Recycling”** (or other variations thereof) means the treating or reconstituting materials that are or would otherwise be Disposed of and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products. Recycling includes processes deemed to constitute a reduction of landfill Disposal pursuant to 14 CCR, Division 7, Chapter 12, Article 2. Recycling does not include the use of Franchised Materials for gasification or transformation as defined in Public Resources Code Section 40201.

**“Residential”** means Single-Family Dwellings and Multi-Family Dwellings used for human shelter, irrespective of whether such Dwelling Units are rental units or are owner-occupied, excluding hotels, motels, or other similar Premises.

**“Residue”** means materials that remain after Processing, Pre-Processing, Composting, and/or Anaerobic Digestion that cannot be Diverted and require Disposal.

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**“Reusable Items”** means materials that are subsequently used in their original form for the same or similar purpose such as, but not limited to: used furniture, clothing, toys, bicycles, books, household items, and tools. Reusable Items are those materials that are separated from Franchised Materials by Generators and set out in accordance with the Reuse Contractor’s Collection program. Reusable Items include, at a minimum, the materials listed in Exhibit C.

**“Reuse and Cleanup Days Program”** means the program operated by the Reuse Contractor to collect Franchised Materials, and other materials as specified in the Authority’s contract with the Reuse Contractor Curbside and at designated locations throughout the Service Area.

**“Reuse Contractor”** means the contractor to the Authority at any given time during the Term of this Agreement that is responsible for operating the Reuse and Cleanup Days Program. The Parties acknowledge that this entity may be selected by the Authority after the execution of this Agreement and the Authority shall notify the Contractor of the Reuse Contractor within thirty (30) Days after the effectiveness of the contract with the initial Reuse Contractor and upon any change in the Designated Reuse Facility and/or Reuse Contractor.

**“SB 54”** means the Plastic Pollution Prevention and Packaging Producer Responsibility Act approved by the Governor of the State of California on June 30, 2022, which amended Section 41821.5 of the California Public Resources Code to add Chapter 3 (commencing with Section 42040) to Part 3 of Division 30, as amended, supplemented, superseded, and replaced from time to time. For the purposes of this Agreement, SB 54 includes any implementing regulations developed by CalRecycle, as amended supplemented, superseded, and replaced from time to time.

**“SB 343”** means the Environmental Advertising: Recycling Symbol: Recyclability: Products and Packaging Senate Bill approved by the Governor of the State of California on October 5, 2021, which amended Sections 17580, 17580.5 of the California Business and Professions Code, and amended Sections 18015 and 42355.5 of, and added Section 42355.51 to, the California Public Resources Code, relating to environmental advertising, as amended, supplemented, superseded, and replaced from time to time. For the purposes of this Agreement, SB 343 includes any implementing regulations developed by CalRecycle, as amended, supplemented, superseded, and replaced from time to time.

**“SB 1016”** means Senate Bill 1016 approved by the Governor of the State of California on September 26, 2008, which amended Sections 40183, 40184, 41783, 41820.6, 41821, 41850, 42921, and 42926 of, amended the headings of Article 4 (commencing with Section 41825) and Article 5 (commencing with Section 41850) of Chapter 7 of Part 2 of Division 30 of, added Sections 40127, 40145, 40150.1, 41780.05, 42921.5, and 42927 to, and repealed and added Section 41825 of, the Public Resources Code, relating to solid waste, as amended, supplemented, superseded, and replaced from time to time

**“SB 1383”** means Senate Bill 1383 of 2016 approved by the Governor of the State of California on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the California Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the California Public Resources Code, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

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For the purposes of this Agreement, SB 1383 specifically refers to the Short-Lived Climate Pollutants (SLCP): Organic Waste Reductions regulations developed by CalRecycle and adopted on November 3, 2020 that created Chapter 12 of 14 CCR, Division 7 and amended portions of regulations of 14 CCR and 27 CCR.

**“Sector”** means the Customer’s, Person’s, or Generator’s category, including but not limited to, Single-Family, Multi-Family, Commercial, Self-Haul, Compactor Customers, Drop Box Customers, and governmental entities. The Sector shall be used for the purposes of record keeping and reporting and shall be approved by the Executive Director.

**“Self-Hauler”** or **“Self-Haul”** means a Person who hauls Discarded Materials, Recovered Material, or any other material (other than Unpermitted Waste and/or Excluded Waste) the hauler has generated, solely in or on their own Premises using their own equipment and employees to another Person, or as otherwise defined in 14 CCR Section 18982(a)(66). Self-Hauler also includes a Person who back-hauls waste, as defined in 14 CCR Section 18982(a)(66)(A), gardeners, and landscapers.

**“Service Area”** means the physical area encompassed by the jurisdiction of the Authority’s Member Agencies, in which Franchised Materials are Collected by the Franchised Collector, as presented in Exhibit B. Only a portion of unincorporated Contra Costa County is included in the Service Area. Should the scope of Member Agencies change over time (e.g., other governmental agencies become members of the Authority during the Term of this Agreement and choose to receive Collection services from the Franchised Collector), then the Service Area will change accordingly.

**“Single-Family Dwelling”** or **“Single-Family”** means each unit used for or designated as a Premises for one (1) family, including each unit of a duplex, triplex, townhouse, or condominium that receives individual or separate (not shared) Collection service.

**“Solid Waste”** means and refers to the definition of “solid waste” in California Public Resources Code Section 40191, as may be amended or superseded from time to time. Notwithstanding the foregoing, Solid Waste are those materials that are separated from other Franchised Materials by Generators and set out in accordance with the Authority’s Collection program. All or part of the Solid Waste Collected by the Franchised Collector may become Mixed Materials to be directed for Mixed Waste Processing, if designated by the Authority.

**“Source Reduction”** means any action that causes a net reduction in the generation of Solid Waste, and has the same definition as California Public Resources Code Section 40196. Source reduction includes, but is not limited to, reducing the use of nonrecyclable materials, replacing disposable materials and products with Reusable Items and products, reducing packaging, reducing the amount of Organic Wastes generated, establishing rate structures with incentives to reduce the amount of wastes that Generators produce, and increasing the efficiency of the use of paper, cardboard, glass, metal, plastic, and other materials. Source reduction does not include steps taken after the material becomes Discarded Materials or Franchised Materials or actions that would impact air or water resources in lieu of land, including, but not limited to, transformation.

**“Source Separated”** means the Generator segregated the Franchised Materials into separate Containers for Collection by the Franchised Collector, such that all Solid Waste will be placed in a Solid Waste Container, all Recyclable Materials will be placed in a Recyclable Materials Container, all Commingled



## **EXHIBIT A: DEFINED TERMS**

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Organics will be placed in a Commingled Organics Container, and Commercial Food Scraps will be placed in a Commercial Food Scraps Container.

**“Special Tipping Fee Review”** means an adjustment to the Tipping Fee(s) in addition to or at a time other than when periodic adjustments of the Tipping Fee(s) are made under this Agreement pursuant to Section 10.4.

**“Specialty Recyclable Materials”** means those materials that are not Recyclable Materials and that may be Recycled using special handling or unique Processing services, and that are identified in Exhibit C.

**“Standard Industry Practice”** means (i) the then-current development and operations practices and standards of the northern California solid waste and materials management industry with respect to collection, transfer, transport, processing, diversion, and Disposal services; and, (ii) the then-current development, operations, closure, and post-closure practices and Solid Waste Association of North America (or any successor organization) Manager of Landfill Operations standards in meeting the Contractor’s obligations under this Agreement.

**“State”** means the State of California.

**“Stewardship Organization”** means a Person(s) that is approved or designated under Applicable Law or by a relevant governing body, including, but not limited to, CalRecycle, CARB, the County, or the Authority, to manage, coordinate, fund, or otherwise oversee one or more Extended Producer Responsibility Programs. The applicable Stewardship Organization for each Extended Producer Responsibility Program under this Agreement shall be designated or approved by the Executive Director and approved by Contractor, not to be unreasonably withheld.

**“Subcontractor”** means a party who has entered into a contract, express or implied, with the Contractor for the performance of an act that involves Collection, Processing, Transport, Transfer, Diversion, Disposal and/or other handling of the Franchised Materials or that involves communications with or interactions with the Authority and/or Customers that is necessary for the Contractor’s fulfillment of its obligations for providing service under this Agreement. Vendors providing materials and supplies to the Contractor shall not be considered Subcontractors.

**“Subscriber”** means the Person whom the Franchised Collector submits its billing invoice to and collects payment from for services provided to Customers under this Agreement.

**“Supermarket”** means a full-line, self-service retail store with gross annual sales of Two Million Dollars (\$2,000,000) or more, and which sells a line of canned goods, or nonfood items and some perishable items.

**“Term”** means the duration of this Agreement as provided for in Section 4.1.

**“Tier One Commercial Edible Food Generator”** means a Commercial Edible Food Generator that is one (1) of the following, each as defined in 14 CCR Section 18982:

- A. Supermarket
- B. Grocery store with a total facility size equal to or greater than ten thousand (10,000) square feet

## **EXHIBIT A: DEFINED TERMS**

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- C. Food Service Provider
- D. Food Distributor
- E. Wholesale Food Vendor

**“Tier Two Commercial Edible Food Generator”** means a Commercial Edible Food Generator that is one (1) of the following, each as defined in 14 CCR Section 18982:

- A. Restaurant with two hundred and fifty (250) or more seats, or a total facility size equal to or greater than five thousand (5,000) square feet
- B. Hotel with an on-site food facility and two hundred (200) or more rooms
- C. Health facility with an on-site food facility and one hundred (100) or more beds
- D. Large Venue
- E. Large Event
- F. A State agency with a cafeteria with two hundred and fifty (250) or more seats or total cafeteria facility size equal to or greater than five thousand (5,000) square feet
- G. A local education agency with an on-site food facility

**“Tipping Fee”** or **“Tip Fee”** is the per-Ton cost assessed by an Approved Facility or Designated Facility for Transfer, Transport, Processing, Composting, Anaerobic Digestion, and/or Disposal services, plus Pass-Throughs.

**“Ton”** or **“Tonnage”** means a unit of measure for weight equivalent to two thousand (2,000) standard pounds where each pound contains sixteen (16) ounces.

**“Transfer”** or **“Transferring”** (or other variations thereof) means receiving Franchised Materials and/or other materials at an Approved or Designated Facility or another Transfer Facility and loading the material into Transfer Vehicles.

**“Transfer Contractor”** means the contractor(s) to the Authority at any given time during the Term of this Agreement that is responsible for Accepting Franchised Materials for consolidation and Transferring and Transporting Franchised Materials to the Designated Facilities. In the event of a change in the Transfer Contractor during the Term of this Agreement, the Authority shall notify the Contractor of the new Transfer Contractor(s) within thirty (30) Days after the effectiveness of the contract with the new Transfer Contractor(s).

**“Transfer Facility”** means a Facility that receives and temporarily stores Franchised Materials and/or other materials, and then Transfers the materials into larger trailers for Transport to a Processing facility, a Composting facility, an Anaerobic Digestion facility, or a Disposal Site.

**“Transfer Vehicle”** means a tractor and trailer designed to haul Franchised Materials and/or other materials, including Residue from a Transfer Facility, to an Approved or Designated Facility, or Disposal Site.

**“Transport”** (or other variations thereof) means the conveyance of Franchised Materials Collected by the Franchised Collector, Residue from Mixed Waste Processing, or Reusable items or other materials collected

## **EXHIBIT A: DEFINED TERMS**

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by the Reuse Contractor as part of the Reuse and Cleanup Days Program from the point of Collection to an Approved or Designated Facility or from an Approved or Designated Facility to another Approved or Designated Facility or Disposal Site.

**“Uncontrollable Circumstance”** means:

- A. An act of nature, hurricane, landslide, lightning, earthquake, fire, explosion, flood, sabotage, tsunami, or similar occurrence (but not including reasonably anticipated weather conditions in the Service Area), acts of terrorism, extortion, war, blockade or insurrection, riot or civil disturbance, and other similar catastrophic events that are beyond the control of and not the fault of the Party. Labor unrest, including, but not limited to, strike, work stoppages or slowdown, sick-out, picketing, or other concerted job action conducted by Contractor’s employees, directed at or initiated by Contractor, or an Affiliate, contractor, or supplier of Contractor, is not an Uncontrollable Circumstance.
- B. A Change in Law (as defined herein).

**“Universal Materials”** or **“U-Materials”** means all materials as defined in 22 CCR Subsections 66273.1 through 66273.9. Universal Materials include, but are not limited to, batteries, fluorescent light bulbs, mercury switches, and E-Materials.

**“Unpermitted Waste”** means wastes or other materials that the Approved Facilities or Designated Facilities may not receive under their Permits, including:

- A. All materials that the Approved Facilities or Designated Facilities are not permitted to accept.
- B. Asbestos, including friable materials that can be crumbled with pressure and are therefore likely to emit fibers, being a naturally occurring family of carcinogenic fibrous mineral substances, which may be Hazardous Materials if it contains more than one percent (1%) asbestos.
- C. Ash residue from the incineration of solid wastes, including Solid Waste, infectious waste described in Item (8) below, wood waste, sludge not meeting at a minimum Class B standard as defined by Title 40 of the Code of Federal Regulations, Part 503 (The Standards for the Use or Disposal of Sewage Sludge) and agricultural wastes.
- D. Auto shredder “fluff” consisting of upholstery, paint, plastics, and other non-metallic substances that remain after the shredding of automobiles.
- E. Dead animals larger than one hundred (100) pounds.
- F. Hazardous Substances and Hazardous Waste.
- G. Industrial solid or semi-solid wastes that pose a danger to the operation of the Approved Facilities or Designated Facilities, including cement kiln dust, or process Residues.
- H. Medical Materials including infectious wastes that have disease transmission potential and are classified as Hazardous Wastes by the State Department of Health Services, including pathological and surgical wastes, medical clinic wastes, wastes from biological laboratories, syringes, needles, blades, tubing, bottles, drugs, patient care items that as linen or personal or food service items from contaminated areas, chemicals, personal hygiene wastes, and carcasses used for medical purposes or with known infectious diseases.

Authority/Allied Waste Systems, Inc.

## **EXHIBIT A: DEFINED TERMS**

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- I. Liquid wastes that are not spadeable, usually containing less than fifty percent (50%) solids, including cannery and food processing wastes, landfill leachate and gas condensate, boiler blowdown water, grease trap pumpings, oil and geothermal field wastes, septic tank pumpings, rendering plant byproducts, sewage sludge not meeting certain quality criteria (i.e., unclassified sludge less than B), and those liquid wastes that may be Hazardous Wastes.
- J. Radioactive wastes under Chapter 7.6 (commencing with Section 25800) of Division 20 of the California Health and Safety Code, and any waste that contains a radioactive material, the storage or disposal of which is subject to any other State or Federal regulation.
- K. Sewage sludge comprised of human (not industrial) residue, excluding grit or screenings, removed from a wastewater treatment facility or septic tank, whether in a dry or semi-dry form not meeting certain quality criteria (i.e., unclassified sludge less than "B").
- L. Designated Waste if not permitted at the Approved Facilities or Designated Facilities under Applicable Law and Permits.
- M. Single Loads with an excessive level of Contaminants based on visual inspection.

This definition shall be promptly amended to reflect any applicable changes in Permits or Applicable Law.

**"Used Motor Oil and Filter"** means motor oil and the subsequent oil filter that has been used in a vehicle.

**"Wholesale Food Vendor"** means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stores, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 18982(a)(76).

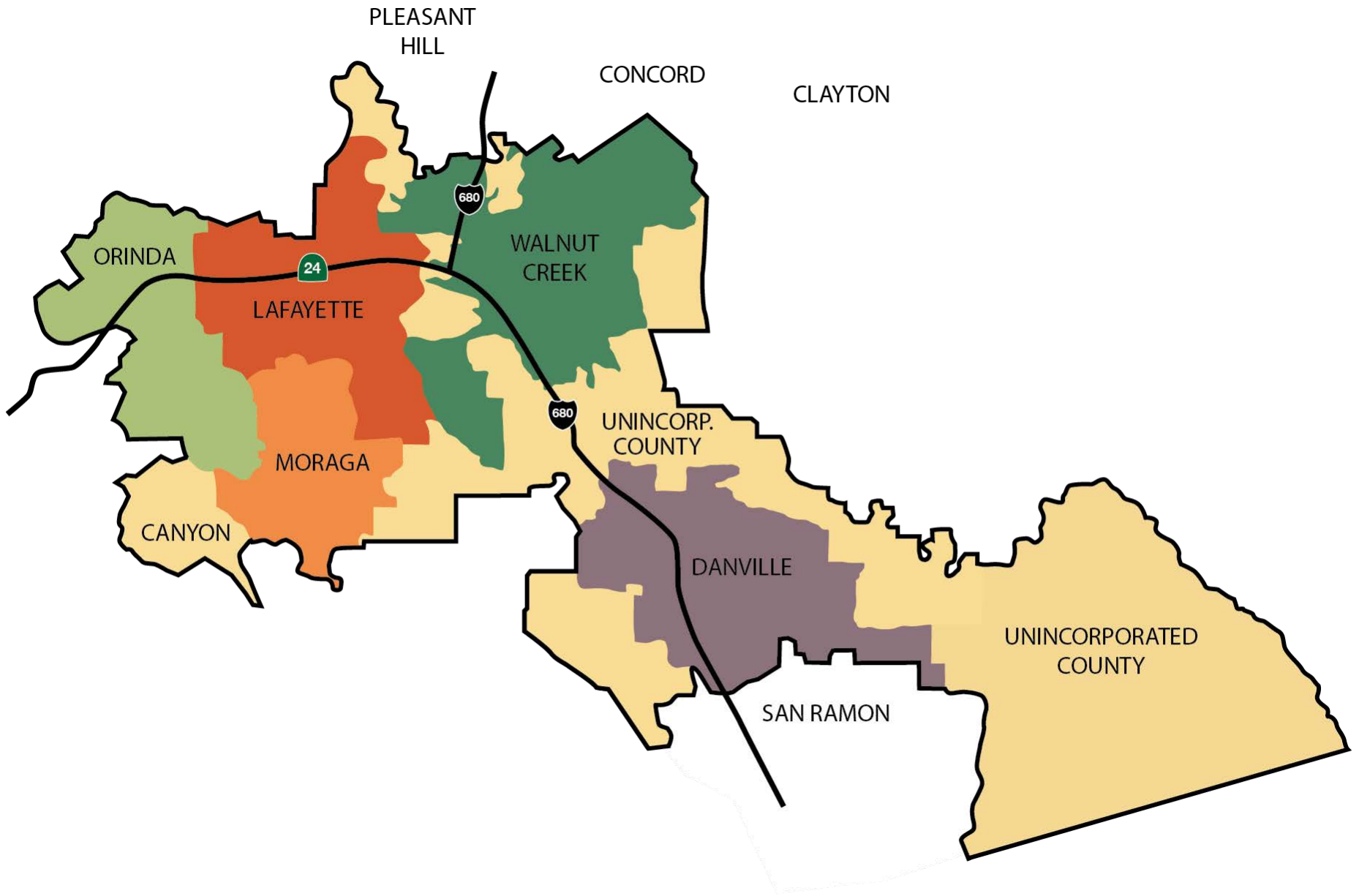
**"Working Days"** means Days on which the Contractor is required to provide Commercial Food Scraps Pre-Processing, and Transport services pursuant to Section 8.3 of this Agreement.

**"Yard Trimmings"** means grass, lawn clippings, shrubs, plants, weeds, branches, and other forms of Organic Materials generated from landscapes, yards, or gardens.

**EXHIBIT B:  
SERVICE AREA**

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**EXHIBIT C:  
LIST OF ALLOWABLE RECYCLABLE MATERIALS,  
COMMINGLED ORGANICS, AND COMMERCIAL FOOD  
SCRAPS**

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## **EXHIBIT C: ALLOWABLE MATERIALS**

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### **1. Allowable Recyclable Materials**

Allowable Recyclable Materials are the materials listed in this Exhibit C.1 that may be replaced by a list posted by the Authority's Executive Director in their sole discretion from time to time and provided to the Contractor.

**A. Paper:**

1. Kraft paper, all forms (with or without plastic component)
2. Molded fiber packaging (without plastic component)
3. Cardboard (with or without plastic component)
4. Paperboard, all forms (with or without plastic component)
5. White paper, all forms (with or without plastic component)
6. Other/mixed paper, all forms (with or without plastic component)
7. Small paper (no side greater than 2", with or without plastic component)

**B. Metal:**

1. Aluminum:
  - a. Containers, non-aerosol (with or without plastic component)
  - b. Foil sheets (with or without plastic component)
  - c. Foil molded containers (with or without plastic component)
  - d. Aerosol can (with plastic component)
2. Tin, steel, and bi-metal containers
3. Scrap metal
4. Small metal (no side greater than 2", with or without plastic component)

**C. Glass:**

1. Bottles (with or without plastic component)
2. Jars (with or without plastic component)
3. Small glass (no side greater than 2", with or without plastic component)

**D. Plastic:**

1. PET (#1):
  - a. Bottles, jugs, and jars (clear/natural)
  - b. Bottles, jugs, and jars (pigmented/color)
  - c. Thermoformed containers, cups, lids, plates, trays, tubs
  - d. Other rigid items (including containers)

## **EXHIBIT C: ALLOWABLE MATERIALS**

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2. HDPE (#2):
  - a. Bottles, jugs and jars (clear/natural)
  - b. Bottles, jugs, and jars (pigmented/color)
  - c. Pails and buckets
  - d. Other rigid items (including containers)
3. PP (#5)
  - a. Bottles, jugs and jars
  - b. Thermoformed containers, cups, lids, plates, trays, tubs
  - c. Other rigid items

### **2. Allowable Commingled Organics**

Allowable Commingled Organics are the materials listed in this Exhibit C.2 that may be replaced by a list posted by the Authority's Executive Director in their sole discretion from time to time and provided to the Contractor.

- A. **Food Scraps:**
  1. All kitchen and table food
  2. Animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs
  3. Fruit waste, grain waste, dairy waste, meat, and fish waste
  4. Vegetable trimmings and houseplant trimmings
  5. Other Organic Waste common to the occupancy of Residential Dwelling Units and some commercial kitchen operations
- B. **Food-Soiled Paper:** Allowable Food-Soiled Paper includes paper material that is Compostable, has come into contact with Food Scraps or liquids, is not coated or lined with any non-paper material ("uncoated"), and is not made of synthetic materials ("non-synthetic"), including:
  1. Other/mixed paper, all forms (without plastic component), such as:
    - a. Paper plates
    - b. Paper coffee cups
    - c. Napkins
    - d. Paper towels
    - e. Paper lunch bags
    - f. Coffee filters
    - g. Paper straws

## **EXHIBIT C: ALLOWABLE MATERIALS**

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- h. Paper egg cartons
  - 2. Pizza boxes / food-soiled cardboard
  - 3. Small paper and fiber (no side greater than 2", without plastic component)
- C. **Yard Trimmings:**
  - 1. Grass
  - 2. Lawn clippings
  - 3. Shrubs
  - 4. Plants
  - 5. Weeds
  - 6. Branches
  - 7. Other forms of Organic Materials generated from landscapes, yards, or gardens
- D. **Other:**
  - 1. Untreated wood, all forms (without plastic component)
  - 2. Compostable Plastic bags that meet the Biodegradable Products Institute (BPI) standards for certification.

### **3. Allowable Commercial Food Scraps**

Allowable Commercial Food Scraps are the materials listed in this Exhibit C.3 that may be replaced by a list posted by the Authority's Executive Director in their sole discretion from time to time and provided to the Contractor.

- A. **Food Scraps:**
  - 1. All kitchen and table food
  - 2. Animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs
  - 3. Fruit waste, grain waste, dairy waste, meat, and fish waste
  - 4. Vegetable trimmings
- B. **Food-Soiled Paper.** Allowable Food-Soiled Paper includes paper material that can be anaerobically digested, has come into contact with Food Scraps or liquids, is not coated or lined with any non-paper material ("uncoated"), and is not made of synthetic materials ("non-synthetic"), including only:
  - 1. Paper napkins
  - 2. Paper towels
  - 3. Coffee filters
  - 4. Tea bags

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**EXHIBIT D:  
REPORTING REQUIREMENTS**

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## **EXHIBIT D: REPORTING REQUIREMENTS**

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### **1. General**

Contractor shall prepare and submit monthly, quarterly, and annual reports to the Authority as provided below. Contractor may propose report formats that are responsive to the objectives and audience for each report. With written direction from the Executive Director, the reports to be maintained and provided by the Contractor may be adjusted in number, format, frequency, and content. At the Authority's request, the Contractor shall use standardized reporting forms provided by the Authority or an electronic reporting system specified by the Authority. Each report shall:

- Present the required data separately for each Member Agency and in total for the Service Area.
- Include a certification statement by the responsible Contractor official that, under penalty of perjury, the report being submitted is true and correct to the best knowledge of the responsible official after their reasonable inquiry.

Records shall be maintained in forms and by methods that facilitate flexible use of the data contained in them to structure reports as needed. Reports are intended to compile recorded data into useful forms of information that can be used to, among other things:

- Ensure that the Authority only compensates the Contractor for Transfer, Transport and Pre-Processing of Commercial Food Scraps of Franchised Materials (originating in the Authority's Service Area).
- Ensure that the Authority only compensates Designated Facilities for receipt of Franchised Materials.
- Verify that the Authority's Franchised Materials are Transported to the Designated Facilities, according to the material type.
- Determine and set Per-Ton Rates and evaluate the financial efficacy of operations.
- Allocate Collection, Transfer, Processing, Composting, and Disposal costs to each Member Agency.
- Evaluate past and expected progress towards achieving the Authority's Diversion goals and objectives.
- Provide information needed by the Authority for the purpose of determining compliance with and fulfilling its State reporting requirements pursuant to AB 341, AB1201, AB 1826, SB 54, SB 343, SB 1383, and all Applicable Law
- Provide concise and comprehensive operational information, Tonnage, Sector, and program information and metrics for use in fulfilling reporting requirements under Applicable Law.
- Determine needs for adjustment to programs and/or operations.
- Coordinate operational and logistical matters by and between the Contractor and the Authority's Franchised Collector, Reuse Contractor, Recyclables Contractor, Organics Contractor, Disposal Contractor, and/or Mixed Waste Contractor, as applicable.

## **EXHIBIT D: REPORTING REQUIREMENTS**

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The Contractor shall timely submit all reports by email (or in another digital format in the event email communications are unsuccessful) to Authority@recyclesmart.org.

Upon written request by the Executive Director, reports shall also be submitted in hard copy to:

Executive Director  
Central Contra Costa Solid Waste Authority  
1850 Mt. Diablo Blvd., Suite 320  
Walnut Creek, CA 94596

### **2. Monthly Reports**

The Contractor shall submit the monthly reports within fifteen (15) Days after the end of the reporting month. The monthly tonnage reports shall be presented by the Contractor to show the information described below for each month. In addition, each monthly report shall show the monthly data for the past twelve (12) months and the most recently completed four (4) calendar quarters, and totals for the twelve (12) months and each calendar quarter represented. Except when noted below, all tonnages requested are to be net weights of the payload contents of the Collection vehicle or Transfer Vehicle.

All reports shall include, at a minimum, the following information for the Approved Pre-Processing Facility, the Approved Alternate Facility, and the Designated Facility(ies) as appropriate, separated by material type:

#### **A. Tonnage Report**

1. Inbound Tons to the Approved Pre-Processing Facility(ies)
  - a. Franchised Material Loads – Inbound Weight Ticket (Receipt) Data
    - i. Actual Tonnage of each inbound Load of Franchised Material Delivered by the Franchised Collector to the Approved Pre-Processing Facility. The Contractor shall submit this data in Excel or a similar format approved by the Authority that allows the data to be summed, divided, etc. and supporting documentation in the form of weight tickets may be requested by the Authority at any time. Data for each Load shall include, at a minimum:
      - Weight ticket number
      - Date Delivered
      - Time Received at Scale
      - Vehicle identification number
      - Vehicle type (route vehicle or roll-off)
      - Franchised Material type
      - Route number (as applicable, provided by the Franchised Collector)
      - Gross weight
      - Tare weight

## EXHIBIT D: REPORTING REQUIREMENTS

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- Net weight
- ii. For all Inbound Tons reported under Exhibit D, Section 2.A.1.a.i, the Contractor shall:
    - Include the percentage allocation of Franchised Materials to each Member Agency and Sector of origin by route (and material type if not otherwise denoted in the route number), as provided by the Franchised Collector, and the date the allocation data was provided by the Franchised Collector. If the allocation has not changed since the prior month, the Contractor shall provide a statement indicating such.
    - Apply those percentage allocations to all Inbound Franchised Material Tons Delivered by route Vehicles by both Member Agency and Sector of origin (Commercial, Single-Family, Multi-Family) during the reporting period.
  - b. Total Inbound Tons to the Approved Pre-Processing Facility. Total Tons of all material Delivered by all Facility Users to the Approved Pre-Processing Facility by material type, Facility User type (e.g. Franchised Materials Delivered by the Franchised Collector, other franchised haulers, and/or unfranchised/Self-Haul materials) and jurisdiction of origin, including the relative percentages of all materials by Facility User type, during the reporting period. The Authority's Member Agencies shall be allocated in this report, pursuant to Section 2.A.1.a.i above, as separate jurisdictions rather than reported as a single origin.
  - c. Approved Alternate Facilities. If the Contractor uses any Approved Alternate Facility, then the Tonnage data required in Section 2.A.1.a and Section 2.A.1.b shall also be provided individually for the Alternate Facility and aggregated to represent all the Franchised Materials during the reporting period.
2. Pre-Processing Report
    - a. Total Tons of material Pre-Processed during the reporting period, including any Total Tons of Commercial Food Scraps Pre-Processed, Transferred, and Transported to an Approved Alternate Facility or Transferred and Transported to an Alternate Approved Facility, separated and totaled independently.
    - b. Total Tons of Commercial Food Scraps Diverted and the Diversion rate, calculated using the approved allocation method described in Section 5.4 of the Agreement, including any Tons handled at Approved Alternate Facilities, separated and totaled independently.
    - c. Total Tons of Residue generated from Pre-Processing of all materials Delivered to the Approved Commercial Food Scraps Pre-Processing Facility and the Tons of Residue allocated to the Authority calculated using the approved Residue allocation method described in Section 5.4 of the Agreement, including any Tons handled at Approved Alternate Facilities, separated and totaled independently.
  3. Outbound Residue from the Approved Facility and any Approved Alternate Facility(ies)

## **EXHIBIT D: REPORTING REQUIREMENTS**

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- a. The Contractor shall report on the actual Tonnage of each outbound Load of Residue that the Contractor Transports from the Approved Commercial Food Scraps Pre-Processing Facility to the Contractor's selected permitted Disposal facility, in accordance with Section 5.4. If Contractor does not weigh outbound Loads, then Contractor shall provide actual Tonnage of each outbound Load of Residue based on weight tag data, in the same format provided in Section 2.A.1.a.i.
- b. For all Tons of Residue reported under this Section A.3 during the reporting period, the Contractor shall include the percentage allocation attributable to the Authority, to each Member Agency, and Sector of origin, as applicable. Contractor shall apply those percentage allocations to all Load Tons of Recyclable Materials Residue, as provided in 2.A.1.b.
- c. Contractor shall provide a monthly report to the selected permitted Disposal facility operator that allocates the Tons of Residue Delivered from the Approved Commercial Food Scraps Pre-Processing Facility to the permitted Disposal facility for Disposal by Member Agency jurisdiction of origin. Contractor shall provide the Authority with a copy of such report and documentation of the report transmittal to the permitted Disposal facility operator.

### **B. Vehicle Turnaround Times**

1. Upon Authority request, or where the Franchised Collector has notified the Contractor that vehicle turnaround time was excessive at the Approved Pre-Processing Facility or Approved Alternate Facility, the Contractor shall report actual vehicle Turnaround Time for each vehicle Load Delivered by Franchised Collector (determined in accordance with Section 8.8 of the Agreement). The vehicle turnaround time shall be measured as the elapsed time from the vehicle entering the Approved Pre-Processing Facility or Approved Alternate Facility property to the vehicle leaving the property. The duration of vehicle turnaround time tracking and reporting period shall be determined by the Authority.

### **C. Regulatory Compliance**

1. List of any Violation(s) received during the reporting period at the Approved Pre-Processing Facility or the Approved Alternate Facility and the current status of Violation(s). If the Violation(s) were not remedied by the Contractor during the reporting period, the Contractor shall provide a narrative description of the steps to be taken to remedy the Violation and the associated timeline(s).
2. List of any Violation(s) prior reported and remedied during the reporting period.

### **D. Load Classification, Rejection, and Contamination**

1. Total Tons of Commercial Food Scraps Delivered by the Franchised Collector, separated by route Vehicle Tons and by roll-off vehicle Tons, and Accepted by the Approved Pre-Processing Facility or the Approved Alternate Facility, as applicable.
2. Total Tons of Unpermitted Waste and/or Excluded Waste Delivered by the Franchised Collector and Rejected by the Approved Pre-Processing Facility or the Approved

## **EXHIBIT D: REPORTING REQUIREMENTS**

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Alternate Facility, as applicable, in accordance with Section 5.2 and Section 8.5 of the Agreement.

3. Reserved.
4. Total Tons of Commercial Food Scraps Delivered to and Rejected by the Approved Pre-Processing Facility or the Approved Alternate Facility, as applicable, in accordance with Section 5.2 of the Agreement.
5. Reserved.
6. Date, time, route number, Franchised Collector truck number, material type, and reason for Contractor rejection of any Franchised Collector Delivered Loads.
7. Photographs of Rejected load.
8. Copy of correspondence to the Franchised Collector notifying them of the Unpermitted Waste, Excluded Waste, or contaminated materials, the Franchised Collector's response, and a narrative of the Franchised Collector's remedy following the notification including the date and time of the remediation, and action(s) taken.

### **E. Financial Records**

1. Any relevant operational or financial records related to Extended Producer Responsibility Programs provided under this Agreement, if any, including but not limited to:
  - a. Invoices or receipts for new or retrofitted equipment or vehicles purchased or received to implement the Extended Producer Responsibility Program.
  - b. Changes to labor costs, if any, as a result of implementing the Extended Producer Responsibility Program.
  - c. Records of reimbursements, payments, or in-kind contributions made to Contractor by the Extended Producer Responsibility Programs or Stewardship Organization.
  - d. Supporting documents related to the calculation used to determine costs allocated to the Authority versus other Facility Users.
  - e. Any operational records required by the Extended Producer Responsibility Program or Stewardship Organization, if any, related to the Contractor's participation in the Extended Producer Responsibility Program.

## **3. Quarterly Report**

The Contractor shall submit the quarterly reports within thirty (30) Days after the end of the reporting quarter. At a minimum, quarterly reports shall include the following:

### **A. RDRS Reconciliation**

1. Copies of all Recycling and Disposal Reporting System (RDRS) Quarterly Report Summaries submitted to CalRecycle during the reporting quarter and underlying supporting data.

## **EXHIBIT D: REPORTING REQUIREMENTS**

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2. Reconciliation of quarterly data from Section 2.A.1.a.ii, Section 2.A.1.b, Section 2.A.2, and Section 2.A.3 with an explanation of any variance.
3. Note that for RDRS purposes all of the Authority's Member Agencies except for the County are part of a Regional Agency. Tons originating from the portions of Unincorporated Contra Costa County that are within the Authority's Service Area must be added to tons originating from the portions of Unincorporated Contra Costa County outside of the Authority's Service Area and reported separately from the rest of the Authority's tons for RDRS purposes.

### **B. Waste Evaluation Reports**

1. Copies of the waste evaluation reports conducted in accordance with 14 CCR Section 17409.5.7.

## **4. Annual Report**

The Contractor shall submit an annual report (Annual Report) no later than forty-five (45) Days after the end of each calendar year. The Annual Reports shall include, at a minimum, the following information:

- A. Documentation that Contractor paid all government fees and taxes necessary to provide services under this Agreement in accordance with Applicable Law.
- B. An Approved Pre-Processing Facility capacity status report that identifies the remaining permitted capacity, the aggregate capacity committed to other entities through Contractor's contracts, and the available, uncommitted Approved Pre-Processing Facility capacity.
- C. A description of any advances in environmental mitigation measures; any advanced technologies utilized in the course of business; any pilot programs which test advanced technologies; any new third-party certifications for Diversion or other Facility standards; and reports on any recent, pending, or planned changes in Facility Permits.
- D. A description of any issues, plans, and concerns related to the use of the Approved Pre-Processing Facility during the past year and anticipated changes for the following year, including but not limited to, additional services provided or available, actual or anticipated need for use of Alternate Facilities, regulatory issue or concerns, permit and regulatory violations, or changes in staffing, equipment, or operations.
- E. A certified statement of fact pertaining to whether the Approved Alternate Facility was used during the report year to provide services under this Agreement and if so, documentation of all Authority Delivered materials sent to the Approved Alternate Facility.
- F. An explanation of any recently adopted laws or regulations, or changes to laws or regulations that Contractor expects may impact this Agreement or Contractor's operations during the Agreement Term.
- G. Any State facility report Contractor submits to CalRecycle or to Contractor's Disposal Reporting System coordinator. Such State facility reports include those submitted for any of the Approved Facilities Contractor is utilizing under this Agreement. Such annual submittals shall be in accordance with Applicable Law.
- H. Annual vehicle inventory in accordance with Section 8.10.C of the Agreement.

## **EXHIBIT D: REPORTING REQUIREMENTS**

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- I. Any public education and outreach materials created and distributed to the Authority and/or Member Agencies, as applicable.

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**EXHIBIT E:**  
**TIPPING FEE ADJUSTMENT METHODOLOGY**

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## **EXHIBIT E: TIPPING FEE ADJUSTMENT METHODOLOGY**

### **1. Overview.**

This Exhibit E includes the Contractor’s initial Tipping Fees, the annual Tipping Fee adjustment methodology leading up to Rate Year 1 Tipping Fees, and the annual adjustment methodology in accordance with Article 10 of the Agreement. The schedule below details how the Tipping Fees will be adjusted each Rate Year. The methodology is described in detail in Article 10.2. For the purposes of Exhibit E, all capitalized terms used in this Attachment are either defined herein or included in Exhibit A.

### **2. Application Schedule and Methodology.**

The information in Table 1 below illustrates the rate application submittal timeline for each Rate Year, the rate adjustment methodology to be used, and the effective date of the adjustment to Tipping Fees, subject to the approval of the Authority Board.

Rate Year	Methodology	Application Submittal	Complete Review	Effective Date
Year 1 (2027)	Change in CPI	Dec. 1, 2026	Dec. 31, 2026	Mar. 1, 2027
Year 2 (2028)	Change in CPI	Feb. 1, 2028	Feb. 29, 2028	July 1, 2028
Year 3 (2029)	Change in CPI	Feb. 1, 2029	Feb. 28, 2029	July 1, 2029
Year 4 (2030)	Change in CPI	Feb. 1, 2030	Feb. 28, 2030	July 1, 2030
Year 5 (2031)	Change in CPI	Feb. 1, 2031	Feb. 28, 2031	July 1, 2031
Year 6 (2032)	Change in CPI	Feb 1, 2032	Feb. 29, 2032	July 1, 2032
Year 7 (2033)	Change in CPI	Feb. 1, 2033	Feb. 28, 2033	July 1, 2033
Year 8 (2034)	Change in CPI	Feb. 1, 2034	Feb. 28, 2034	July 1, 2034
Year 9 (2035)	Change in CPI	Feb. 1, 2035	Feb. 28, 2035	July 1, 2035
Year 10 (2036)	Change in CPI	Feb. 1, 2036	Feb. 29, 2036	July 1, 2036
Year 11 (2036)	Change in CPI	Feb. 1, 2037	Feb. 29, 2037	July 1, 2037
Year 12 (2036)	Change in CPI	Feb. 1, 2038	Feb. 29, 2038	July 1, 2038
Year 13 (2036)	Change in CPI	Feb. 1, 2039	Feb. 29, 2039	July 1, 2039
Year 14 (2036)	Change in CPI	Feb. 1, 2040	Feb. 29, 2040	July 1, 2040
Year 15 (2036)	Change in CPI	Feb. 1, 2041	Feb. 29, 2041	July 1, 2041

For as long as the Agreement remains effective in accordance with Section 4.1, each of the subsequent Rate Years shall be adjusted using the same schedule and methodology.

### **3. Indices and Adjustment Factors.**

The information in Table 2 provides additional information about the indices defined in Exhibit A and used in the Tipping Fee adjustment methodology described below. If an index is no longer available or published, both the Contractor and the Authority shall agree on a successor index to use in its place.

## EXHIBIT E: TIPPING FEE ADJUSTMENT METHODOLOGY

**Table 2**

CPI-U	
Description	Consumer Price Index – All Urban Consumers
Series ID	CUUSS49BSA0
Adjusted	Not seasonally adjusted
Area	San Francisco-Oakland-Hayward
Item	All Items
Base Period	1982-84 = 100
Periodicity	Bi-monthly

The Contractor proposed Tipping Fee(s) in Exhibit E-1 are based on costs from a Rate Year prior to the start of Rate Year 1. Therefore, the Tipping Fee(s) in Exhibit E-1, the amounts in Exhibit F, and all other amounts in the Agreement that are subject to an annual adjustment shall be adjusted according to the methodology in Table 1 using the Annual Percentage Change timeframe from Table 3 for Rate Year 1. All future Rate Years will use the Annual Percentage Change timeframe listed in Table 3 below for Rate Year 2 – 15+.

<b>Table 3: Annual Percentage Change Timeframe by Rate Year</b>	
Rate Year	Index Timeframe
Year 1	$\frac{[(\text{Average Index Value of Oct. 2025} - \text{Sept. 2026}) - (\text{Average Index Value of Oct. 2023} - \text{Sept. 2024})]}{(\text{Average Index Value of Oct. 2023} - \text{Sept. 2024})}$
Year 2 – Year 15+	$\frac{[(\text{Average Index Value of Jan. } 202X^{+1} - \text{Dec. } 202X^{+1}) - (\text{Average Index Value of Jan. } 202X - \text{Dec. } 202X)]}{(\text{Average Index Value of Jan. } 202X - \text{Dec. } 202X)}$

**EXHIBIT E-1:  
CONTRACTOR'S INITIAL TIPPING FEES**

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## EXHIBIT E-1: CONTRACTOR'S INITIAL TIPPING FEES

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Below are the Contractor's Initial Rates in 2024 dollars that will be adjusted as described in Exhibit E and in accordance with Section 10.2.

Pre-Processing Per Ton Tipping Fee (Not Including Transport)	
Assessed on <u>inbound</u> tons	
Receive, Store, and Load (\$/ton)	\$ 11.61
Processing Cost (\$/ton)	\$ 10.25
Transfer Depreciation Cost (\$/ton)	\$ 1.43
Transport Depreciation Cost (\$/ton)	\$ 10.03
<b>Total Per Ton Tipping Fee</b>	<b>\$ 33.32</b>

Transport Per Ton Tipping Fee (Not Including Transfer)	
Assessed on <u>outbound</u> processed tons	
Driver and truck (\$/hour)	\$ 208.09
Travel Time - Round trip + unload (hours)	3.00
\$/load	\$ 624.27
tons/load	10.24
<b>Total Per Ton Tipping Fee</b>	<b>\$ 60.96</b>

Contingency Pre-Processing Per Ton Tipping Fees	
Assessed on <u>inbound</u> tons	
Receive, Store, and Load (\$/ton)	\$ 33.32
Transport Cost (\$/ton) to West County	\$ 40.64
West County Composting (\$/ton)	\$ 84.06
Government Fees (\$/ton)	\$ 1.31
<b>Total Per Ton Tipping Fee</b>	<b>\$ 159.33</b>

Contingency Un-Processed Per Ton Tipping Fees	
Assessed on <u>inbound</u> tons	
Receive, Store, and Load (\$/ton)	\$ 23.07
Transport Cost (\$/ton) to Forward	\$ 35.30
Forward Composting (\$/ton)	\$ 145.59
Government Fees (\$/ton)	\$ 0.21
<b>Total Per Ton Tipping Fee</b>	<b>\$ 204.17</b>

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**EXHIBIT F:  
LIQUIDATED DAMAGES**

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## EXHIBIT F: LIQUIDATED DAMAGES

Except as otherwise provided in Section 14.10 of the Agreement, the Authority may assess Liquidated Damages in the event Contractor fails to meet specific quantifiable standards of performance in accordance with the terms and conditions of the Agreement.

The following table lists the events that constitute breaches of the Agreement's standard of performance warranting the imposition of Liquidated Damages. The table describes the incident(s) or event(s) that trigger Liquidated Damages the thresholds by which Liquidated Damages may be assessed, and the unit measures and dollar amounts of Liquidated Damages. The dollar amounts of all Liquidated Damages listed in the table below shall be adjusted on July 1 of each year, in accordance with Exhibit E, by the Annual Percentage Change in the CPI-U.

Performance Standard	Event of Non-Performance/Definition	Liquidated Damage Amount
<b>Performance Area No. 1: Contractor Operations</b>		
<u>Vehicle Turnaround Guarantees</u>	Failure to meet vehicle turnaround guarantees for any one (1) Franchised Collector vehicle for more than five (5) consecutive Working Days or more than ten (10) Working Days in any sixty (60) Day period.	\$100 per vehicle delayed
<u>Operating Hours/Days</u>	Failure to open the Approved Pre-Processing Facility to receive Franchised Materials from the Authority's contractors during operating Days and hours.	\$1000 per hour that the Approved Facility is not open to receive Authority Franchised Materials
<u>Designated Facilities</u>	Failure to Deliver Franchised Materials to a Designated Facility.	\$500 per Ton
<u>Uncovered Materials</u>	Failure to properly cover materials in vehicles, or to otherwise take reasonable actions to prevent wind-blown or other spillage from vehicles.	\$300 per incident
<u>Vehicle Leaks</u>	Failure to correct leakage of fluids from an on-road vehicle prior to using a leaking on-road vehicle within the Service Area.	\$300 per incident

Authority/Allied Waste Systems, Inc

## EXHIBIT F: LIQUIDATED DAMAGES

Performance Standard	Event of Non-Performance/Definition	Liquidated Damage Amount
<u>Vehicle Non-Compliance</u>	Failure to maintain all vehicles and equipment in a safe and operable condition, failure to have a vehicle properly licensed, registered and inspected, or use of any vehicle that exceeds fifteen (15) years of age.	\$500 per Day per incident
<u>Scale Operations</u>	Failure to provide substitute scales.	\$250 per hour
<u>Vehicle Weights</u>	For any on-road vehicles, exceeding the weight limitations as set forth in the California Vehicle Code.	\$100 per Load
<u>Licensed Drivers</u>	Failure to have a vehicle driver properly licensed.	\$500 per incident or \$100 per Day, whichever is greater
<b>Performance Area No. 2: Facility-Related Services</b>		
<u>Capacity Guarantee</u>	Failure to provide sufficient capacity needed to fulfill Contractor's obligation to the Authority, whether through the Approved Pre-Processing Facility / or any Approved Alternate Facility.	\$1000 per Day (not to exceed \$100,000 total) and the greater of either (a) \$150 per Ton of Franchised Material the Contractor does not Accept at the Approved Facilities or an Approved Alternate Facility, or (b) the actual cost of Pre-Processing and Transport to an alternate facility
<u>Maintaining Source Separation</u>	Failure to maintain segregation of any Commercial Food Scraps Delivered to the Approved Pre-Processing Facility (except as otherwise described in Section 6.1.C).	\$500 per Ton of Source Separated Franchised Material Delivered to Contractor's Approved Pre-Processing Facility that Contractor mixes with any other type of material at the Approved Pre-Processing Facility

## EXHIBIT F: LIQUIDATED DAMAGES

Performance Standard	Event of Non-Performance/Definition	Liquidated Damage Amount
<u>Preventing Contamination</u>	Failure to separately receive, store, Transfer, or otherwise manage Commercial Food Scraps that were Source Separated by the Generator and Delivered by the Franchised Collector with acceptable levels of Contamination in a manner that does not result in Contamination (i.e., Contractor's actions shall not result in Contamination of materials).	150% of the per Ton Tipping Fee that would have been otherwise paid to the Contractor for services for the material type that became Contaminated; provided, however, that if the Contaminated material was Delivered to the Designated Facility and a Contamination fee was charged to the Authority, then that fee shall also be charged to the Contractor
<u>Failure to Meet Regulatory Standards Standards/Excess Residue</u>	Failure to meet the standards for SB 1383 for Incompatible Materials and/or remnant Organic Materials under SB 1383 for Pre-Processing of Commercial Food Scraps.	\$5,000 per Incident
<u>Residue Removal</u>	Failure to Pre-Process Commercial Food Scraps to meet the specifications of the Designated Facility for Pre-Processed Food Scraps Delivered.	\$100 per Ton calculated on the Tons of Commercial Food Scraps that were Pre-Processed and produced excess Residue above the allowable Residue level requirements
<b>Performance Area No. 3: Recordkeeping and Reporting</b>		
<u>Timeliness of Report</u>	Failure to submit any report on time to the Authority (any report shall be considered late until such time as a correct and complete report is received by the Authority	\$250 per Day for each Day a report is late

## EXHIBIT F: LIQUIDATED DAMAGES

Performance Standard	Event of Non-Performance/Definition	Liquidated Damage Amount
<u>Record Retention and Access to Records</u>	Failure to provide or make available to the Authority and its authorized representatives reports, records, recordings, and data that are required to be generated or collected and retained by the Contractor.	\$250 per Day for each Day that the requested records are not available to the Authority
<u>Contractor Responsiveness</u>	Failure to provide a complete and accurate written response to the Authority's request within the timeframe specified in the Agreement or within the timeframe specified in the Authority's request (which shall be less than ten (10) Business Days for routine and customary requests and less than fifteen (15) Business Days for requests that have not previously been made) if no timeframe is specified in the Agreement.	\$250 per Day for each Day that the requested information is late

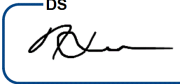

## EXHIBIT F: LIQUIDATED DAMAGES

Performance Standard	Event of Non-Performance/Definition	Liquidated Damage Amount
<u>Information Accuracy</u>	Contractor’s failure to provide information, or providing incomplete, misleading or otherwise inaccurate information or reporting, to the Authority which is not corrected prior to the Authority’s reliance on such erroneous or inaccurate information under or in regard to this Agreement, including but not limited to providing inaccurate information to another party or if the error otherwise masks Contractor’s performance under this Agreement. (Typographical, cell reference, mathematical, and/or logic errors shall not be considered legitimate excuses from this requirement, nor shall ignorance.)	\$500 per event per jurisdiction per month
<b>Performance Area No. 4: Miscellaneous</b>		
<u>Vehicle Purchases</u>	Failure to obtain express approval from the Authority’s Executive Director on Contractor’s initial or annual vehicle purchasing schedule prior to purchasing vehicles intended for use in the performance of this Agreement.	\$5,000 per vehicle
<u>Use of Subcontractors</u>	Failure to secure written approval from the Authority prior to using a Subcontractor to perform any obligations of the Agreement.	\$1,000 per incident that the Contractor fails to secure written approval from the Authority prior to using a Subcontractor

## EXHIBIT F: LIQUIDATED DAMAGES

Performance Standard	Event of Non-Performance/Definition	Liquidated Damage Amount
<u>Displaced Workers</u>	Failure to offer employment to existing employees working under the Authority's current agreements who became unemployed by reason of the change in Contractor(s).	\$5,000 per employee

By placing initials at the places provided, each Party specifically confirms the accuracy of the statements made above, the fact that each Party has had ample opportunity to consult with legal counsel and obtain an explanation of Liquidated Damage provisions of the time that the Agreement was made, and that the amounts specified are a reasonable estimate of the amount of the damages that Authority and its Member Agencies will suffer for the specified breaches, considering all of the circumstances existing on the date of this Agreement.

Contractor  Initial Here: \_\_\_\_\_ Authority  Initial Here: \_\_\_\_\_



## **EXHIBIT G: CONTRACTOR'S PROPOSAL**

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The Contractor's original proposal included a proposal for Transfer Services. Mentions of services pertaining to Transfer are not applicable and subsequent pages of the original proposal have been removed.

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# Transfer Station Services

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## 2024 Transfer Station Services RFP

May 31, 2024



Sustainability in Action



Central Contra Costa Solid Waste Authority

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# 1. Cover Letter

May 31, 2024

Mr. David Krueger  
Executive Director  
Central Contra Costa Solid Waste Authority  
1850 Mt. Diablo Blvd., Ste. 320  
Walnut Creek, CA 94596

**Subject: Central Contra Costa Solid Waste Authority Request for Proposal for Transfer Station Services (source separated commercial food waste)**

Dear Mr. Krueger,

As the Central Contra Costa Solid Waste Authority's (Authority) current and longstanding solid waste handling and disposal service provider, Republic Services appreciates the opportunity to submit this proposal for the above referenced scope of work related to transfer station services specifically for commercial source separated food waste/scrap. We have thoroughly and thoughtfully reviewed the Authority's Request for Proposals, the draft disposal agreement, all attachments, exhibits, addenda, and other documents relative to the RFP process. In addition, we have engaged our in-house experts to conduct all necessary due diligence to investigate and confirm the material facts upon which this proposal is based.

A few key elements highlighting our approach in responding to this RFP:

- **Experience** - Republic Services is one of the most experienced solid waste and recycling services provider in the nation, including the greater Contra Costa County area. Republic Services has continued to provide exceptionally reliable post collection services as the preferred municipal partner to over 2700 municipalities across the country.
- **Community Engagement** - Republic Services is second to none when it comes to our community partnerships. Environmental responsibility is our business, but community engagement – sharing our expertise to make our planet better for all – is our passion. We are excited to further expand our disposal and diversion-driven service offerings to the Authority's ratepayers at our proposed facilities. Through newly developed drop-off programs and extended producer responsibility programs, Republic Services is best suited to assist your community members with their disposal needs in a localized setting.
- **Ethical Partners** – Republic Services is proud to have been named to Ethisphere's World's Most Ethical Companies for the fourth year in a row. Republic is the sole recycling and solid waste services provider to be recognized as a global leader in defining and advancing standards for ethical business practices.





## Transfer Station Services

- **Industry Leader** – Republic Services is ranked 1<sup>st</sup> industry-wide and in the top 10%, globally, by the Carbon Disclosure Project (CDP) for our impact reduction on climate change. We are also the only solid waste company selected to the prestigious Dow Jones Index for Sustainability. Republic Services takes pride in our superior safety record that is 41% lower than the industry average.

I will serve as the key contact person for this project. The Authority may contact me directly by telephone: (510) 691-4337, by email: [JMills3@republicservices.com](mailto:JMills3@republicservices.com) or by mail: 901 Bailey Road, Pittsburg, CA 94565. My team and I have examined, understood, and agreed to the draft Transfer Station agreement and conducted all due diligence necessary to confirm material facts upon which our proposal is based. At the time of submitting this proposal, Republic Services has received the following addenda associated with this RFP:

- Addendum 1: 4/09/24
- Addendum 2: 4/29/24

Republic Services acknowledges receipt of, and intends to adhere to, the Process Integrity Policy which was supplied to us as "Attachment 3" accompanying the RFP and draft Agreement. Additionally, Republic Services accepts the following non-negotiable business terms outlined within the RFP:

1. Agreements for all post-collection services must be signed and executed before the release of the collection RFP.
2. Post-collection service providers must agree to charge the same rates to accept any franchised materials from our service area during the term of their post-collection agreement(s), regardless of which company(ies) the Authority selects to collect and/or transfer those materials.
3. Costs for transfer, transport, processing, and disposal must be disaggregated.
4. We agree to transfer materials to any destination designated by the Authority, and the cost of transfer services will not be affected by the ownership of the destination facilities.

Republic Services proudly invites the Authority, and its consultants, to tour our state-of-the-art facilities. We stand behind this proposal with the commitment of providing strong support and assistance towards achieving the Authority's diversion goals. I, the undersigned, am authorized to bind this company in contract with the Authority for the scope of services outlined in the RFP, and I look forward to the opportunity to continue serving your affiliated communities.

Respectfully,

A handwritten signature in blue ink, appearing to read "Josh Mills".

Josh Mills  
General Manager, Northern CA Post Collections Division  
Keller Canyon Landfill Company d/b/a Keller Canyon Landfill  
Allied Waste Systems, Inc. d/b/a Contra Costa Transfer



## 2. Proposal Summary

**Republic Services is the national leader in comprehensive environmental services, currently partnered with more than 2,000 municipalities to deliver essential services while making meaningful progress toward your climate action plans.**

### Best Value

Republic Services is so much more than a traditional hauler of municipal solid waste and recycling. We know that by offering differentiated products, services and experiences designed to meet our customers’ wants and needs, we drive customer loyalty and customer satisfaction. We continue to invest in and enhance our customer-facing technology. We also use our RISE technology platform for visibility into our dispatch and collection operations. This technology equips our dispatchers with real-time routing information and enhanced data visualization tools. This platform has significantly increased connectivity with our customers, offering them the ability to “Track My Truck” – which also further

### **Republic Services is your low-risk, best value partner**

- Many employees live within Central Contra Costa Solid Waste Authority limits.
- More than 10 years continuously serving Central Contra Costa Solid Waste Authority
- Reliable – 99.9% pickup rate
- Safer – 35% fewer incidents than industry average
- Environmental Responsibility – #15 on the 2023 Barron’s 100 Most Sustainable Companies
- Owner and operator of the largest hazardous waste disposal portfolio in America

empowers our employees, improves productivity and transforms our overall operations.

We know our customers care about recycling, and they have demonstrated a willingness to pay for it. We continue to make progress working with our municipal partners in transforming recycling into a more durable, economically sustainable business model. Recycling is essential to our sustainability platform, and we continue to

*Figure 1. Your Low-Risk, Best Value Partner. Republic Services is proud to lead the industry in many key factors that make us your preferred partner for municipal recycling and waste services.*

Strengths of our Company	Benefits to Municipality
99.9% On-time reliability rate	Happy community; fewer calls to city hall
35% safer than industry average	Fewer incidents; safer community streets for children at play
Simple solutions for your community waste and recycling needs	Easy access to solutions for the growing number of waste streams
Recognized #15 on the 2023 Barron’s list of 100 Most Sustainable Companies	Peace of mind that you have a global leader in sustainable initiatives as your partner
Most advanced, integrated Customer Resource Centers in the industry	Hundreds of trained agents networked together nationwide, organized in pods that focus on your market
Web- and smartphone-based app for easy access by community residents to relevant information	Stronger communications, and ease of alert and news dissemination
Robust community education and outreach	Communities educated on recycling produce less contamination and greater diversion



invest in the business for the long term. Most evident is our innovation and investment to develop the nation’s first polymer centers, delivering the production quality plastic polymers and olefins to enable true plastic circularity, and capacity to cover all of our operations in the country.

### Our Values

Our company culture is anchored in 5 core values, which guide us as we serve our customers every day.

- **Safe** – We protect the livelihoods of our colleagues and our communities.
- **Committed to Serve** – We go above and beyond to exceed our customers’ expectations.
- **Environmentally Responsible** – We take action to improve our environment.
- **Driven** – We deliver results the right way.

- **Human-Centered** – We respect the dignity and unique potential of every person.

We believe that by adhering to these core values, and constantly driving to improve on them, we deliver superior service, differentiate our company from the competition, all while leading the industry as the most sustainable partner for our municipalities.

Figure 2. **Five core values** guide us as we serve our customers every day.

## Our Values

<p><b>Safe</b> We protect the livelihoods of our colleagues and communities.</p>	<p><b>Committed to Serve</b> We go above and beyond to exceed our customers’ expectations.</p>	<p><b>Environmentally Responsible</b> We take action to improve our environment.</p>	<p><b>Driven</b> We deliver results in the right way.</p>	<p><b>Human-Centered</b> We respect the dignity and unique potential of every person.</p>



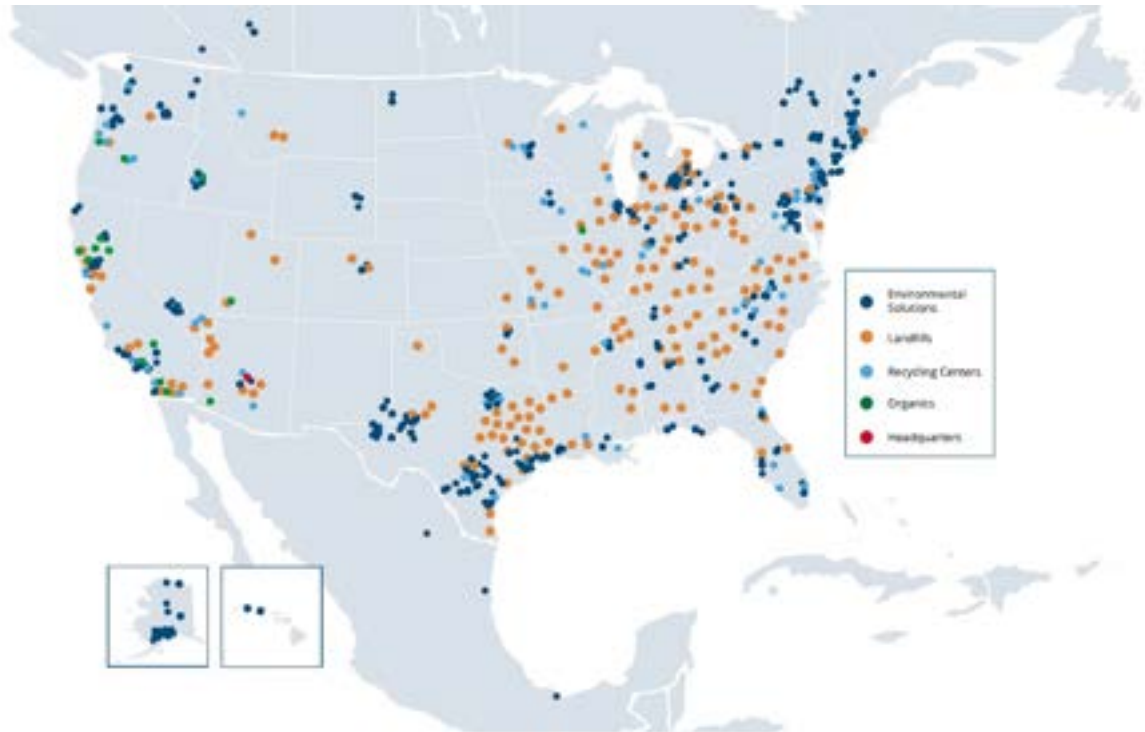
### Local Leadership with National Support

Our local team is vital to the continued successful delivery of this contract and its daily operations. This team’s unique combination of experience ensures quality service for the duration of the contract. Our local and area management teams have extensive industry experience operating and managing solid waste companies and have longevity in the region. Because of this, we are proactive in anticipating customers’ needs and adjusting to changes in the markets. We also seek to implement the best practices of our various business units throughout our operations to continue improving our operations and service to our customers.

respond to any challenge. An example of this benefit to you is the response capabilities during times of crisis, such as COVID-19 and natural disasters. In times of challenges like this, our area and corporate teams activate to ensure our people are safe and our assets are operational, so we can return to normal operations quickly. This is a considerable benefit and risk mitigation to Central Contra Costa Solid Waste Authority that many other providers in the industry are unable to stand behind.

While our local business operation is fully empowered and accountable for delivering on our commitments, they are also backed by the support and breadth of our area and corporate leadership teams, capable of amassing expertise and support to assist or

Figure 3. **Local team with a national network.** Republic Services delivers essential services and Emergency Response in almost every state in North America.





## Sustainability

The breadth and scope of our sustainability platform is earning noteworthy recognition. From products that create solutions for our customers to an industry-leading safety program, and a fleet that reduces its carbon impact, to landfills that generate renewable energy, we are **Sustainability in Action™**. Sustainability contributes to a cleaner world, while also providing opportunities to improve brand awareness, increase customer loyalty, grow our business, motivate our employees and differentiate Republic Services from our competitors. We are guardians of our environment and have a big responsibility to it. We lead by example, working diligently to decrease our vehicle emissions, create innovative landfill technologies, generate and use renewable energy, and cultivate community engagement and employee growth

opportunities. We are privileged to serve millions of customers nationwide. Republic Services’ multifaceted sustainability platform revolves around four elements: Safety, Talent, Climate Leadership and Communities. These elements are around which we’ve built our 2030 Sustainability Goals.

### Safety

We prioritize safety above all else. When people feel safe, they can fully participate every day in the opportunities that are available to them.

Republic Services has a consistently low occurrence of incidents and accidents and is known for our strict focus on safety and corresponding best in industry, multi-faceted, and well-organized safety program. Republic Services has a 35% lower than the average industry incident rate based on OSHA recordable data. Employees, the

Figure 4. Our 2030 Sustainability Goals encompass Safety, Talent, Communities and Climate Leadership





public and rate payers all benefit from Republic Services' dedication to safety. We have been, and will continue to strive to be, the safest waste services company in America.

## Talent

Engaged employees are the greatest indicator of our success. We provide ongoing job training, growth and development opportunities for our employees at every level. We are invested in them and continue to look for meaningful ways to demonstrate our appreciation for the hard work and dedication they show every day. Our active inclusion and diversity efforts work to ensure everyone can bring their best selves to work each day.

Republic Services' local offices are staffed with a committed team of several hundred professionals who take personal responsibility for serving customers with care. Republic Services is also an industry leader providing the strength of our national network, decades of experience, diversified capabilities and expertise serving clients of all sizes — including, proudly, the Central Contra Costa Solid Waste Authority.

## Climate Leadership

In 2017, Republic Services announced its Sustainability Platform and from it our 2030 Sustainability Goals were born. These ambitious goals help us strive to do best by our environment, keep us accountable to responsible disposal and help us benchmark our successes. Republic Services is a proud member of the Dow Jones Sustainability Indices, and most recently was named in Barron's "100 Most Sustainable Companies" in 2023.

## Communities

We are dedicated to being a good neighbor in the communities in which we live and work. This includes investing back into our communities through customer engagement, philanthropic giving, volunteerism, environmentally responsible infrastructure, and operating in our markets at the highest standards.

Republic Services' community engagement plan is based on the needs of the community-based organizations and civic and business entities of Central Contra Costa Solid Waste Authority. Republic Services has a track record of giving to and spending in Central Contra Costa Solid Waste Authority's service area.

## Sustainability as a Platform for Growth

Our commitment to sustainability includes major investments in the future of our planet. We are actively innovating and driving the industry in new directions, which ultimately will transform ways in which the recyclable materials in America achieve circularity, as well as dramatic reductions in emissions attributed to landfills and fleet vehicles. Four relevant examples of this commitment and industry leadership are outlined below and are directly related to the third-party recognition and awards that we continue to receive.

### Renewable Energy

Our landfills around the country safely and responsibly handle our customers' waste. These sites also provide a lesser-known benefit to the communities we serve — they're producing renewable energy. When organic waste breaks down in a landfill, the natural process creates biogas, which consists largely of methane. We capture this gas through collection systems, and, for many years, have utilized it to generate energy. Our legacy landfill gas-to-energy (LFGTE) projects produce electricity for the public utility grid.

Today, demand for renewable energy is being driven by efforts to decarbonize and reduce emissions, so our focus has shifted to production of renewable natural gas (RNG). RNG can be used for a variety of applications to displace conventional gas from fossil fuels. As a transportation fuel, it can reduce emissions up to 70%, which has made it highly valued in the marketplace.

To help meet this rapidly growing demand, we recently announced a joint venture with Archaea Energy/bp to develop 40 landfill RNG projects across 19 states. This venture



is the nation's largest RNG portfolio build-out to date, offering both environmental and economic sustainability.

Once fully operational, these projects are expected to generate approximately 12.5 million MMBtu of RNG annually – equivalent to the average annual natural gas usage of nearly 200,000 residential customers in the U.S. We already are involved with 69 LFGTE projects around the country, and these additional deployments give us scale to make a significant climate impact directly from our operations.

Once all 40 projects are online in 2027, we anticipate capturing and beneficially reusing 70% of our total landfill gas and making significant progress toward our Renewable Energy goal.

### Electric Vehicles

Creating a more sustainable world means reducing emissions across our operations and in the communities we serve. That's why Republic Services has made an industry-leading commitment to fleet electrification.

Recycling and waste collection is especially well-suited for electrification. Collection trucks drive short and consistent distances, operate at slower speeds, make hundreds of stops throughout the day and return to a base where they can recharge overnight. Electric vehicles (EVs) also offer a superior customer experience, with cleaner and quieter operations in the neighborhoods we serve.

Our first electric trucks are powered by the public utility grid. Even in states with the highest grid carbon intensities, EVs have significant greenhouse gas benefits over diesel vehicles. Batteries and electric motors are incredibly efficient at converting energy to propulsion – and, combined with regenerative braking, our electric collection trucks are three to four times more fuel-efficient than a diesel truck.

In 2021, Republic began operating our first regular collection routes with electric trucks. In Idaho, three EVs are collecting commercial recycling, and we have two more EVs operating in North Carolina. These EVs are already delivering economic as well

as environmental benefits, with lower fuel and maintenance costs in addition to zero carbon emissions.

In 2023, we announced a partnership with Oshkosh, in which we collaborated on the design for the first frame-up electric vehicle platform. The platform offers 30% more room in the cab of the vehicle for the driver, because there is no engine under the cabin. Additionally, the platform has state-of-the-art safety features, which positions it well to serve the communities where we live and work.

We expect the pace of our electric truck rollout to accelerate in future years, and plan to electrify a significant portion of our fleet by 2030.

### Polymer Center

Plastics circularity has traditionally been a challenge in the recycling industry. While many people do their best to recycle, what's not broadly understood is the lifecycle potential of different recycled materials. While an aluminum can is generally recycled back into a new can, a water bottle or detergent jug is more likely to be remade into products such as textiles, carpet or construction pipe instead of a new bottle or jug. These "downcycled" products have few options for further recycling, so their lifecycle tends to be finite – not circular.

But demand is growing for recycled plastics that can be reused in consumer packaging, and the current supply is not keeping up. Republic Services wants to keep plastic packaging in the circular economy.

We have an innovative solution: the Republic Services Polymer Center, the nation's first integrated plastics recycling facility. This will enable us to manage the plastics stream through an integrated process from curbside collection of recyclable material to production and delivery of high-quality recycled content for consumer packaging. The facility is designed to directly address increasing demand from consumer brands and packaging manufacturers for recycled plastic, driving value for recovered resins and enabling greater circularity.



## Transfer Station Services

Our first Polymer Center opened in Las Vegas in 2023 to process plastics from Republic’s recycling facilities in the West, with three to five additional sites planned to provide nationwide coverage in the future. These sites will help recover a greater volume of valuable plastics, expand the materials accepted for recycling in some communities and help support our Circular Economy goal.

### Environmental Services

In May 2022, Republic Services acquired US Ecology, a leading provider of environmental solutions, offering treatment, recycling and disposal of hazardous, non-hazardous and special waste.

This acquisition complements our previous acquisitions of ACV Enviro and ECOFLO, in late 2021, and enables Republic Services to provide customers with the most complete set of product offerings across the environmental services space.

US Ecology adds a national platform of difficult-to-replicate assets and talent to Republic Services. This includes adding nine specialty waste landfills with five hazardous

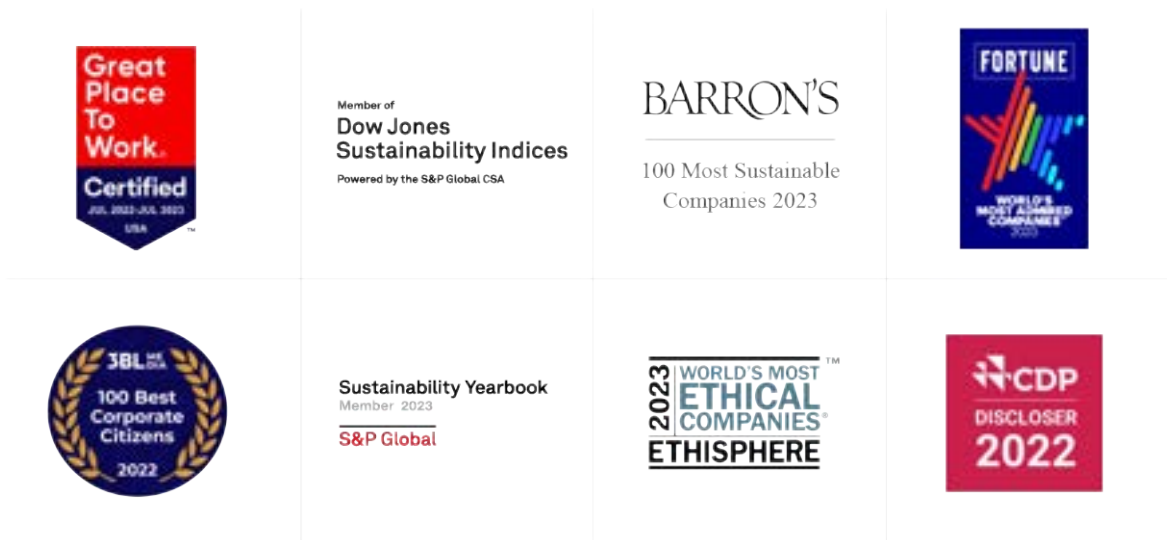
waste landfills, 16 RCRA permitted TSDFs, seven wastewater treatment facilities, and more than 100 environmental services field locations including treatment and recycling centers.

Customers with multiple recycling and waste service needs value the ability to consolidate services with a single partner who has a successful track record of safety, compliance and environmental responsibility.

These important new service capabilities added to the Republic Services portfolio mean that we can now safely and responsibly manage more of the non-standard waste collection and processing tasks that are critical to all municipalities across the country. Residential customers can enjoy drop-off or collection programs for household hazardous waste, electronics, universal waste or medical sharps. Commercial and industrial customers can now expand their collection program to include vacuum cleanout services, collection of oils or solvents, or other unique materials that come from the business or manufacturing process.

Lastly, municipalities can now enjoy a single

*Figure 5. Recognition supports our approach. Engaged employees and leadership make Republic Services an employer of choice.*







partner that can step in to support cleanups of abandoned waste, homeless encampments, drug labs seized by police, as well as emergency response from spills, remediation, or natural disasters.

For example, the Republic Services team was at the forefront of cleanup efforts after an oil spill off Southern California’s coast in October 2021. A third party’s pipeline ruptured, resulting in more than 125,000 gallons of crude oil washing ashore. When called into service, we quickly mobilized 250 people who worked to support recovery efforts including the collection, transport and disposal of oil-soaked waste.

We are excited to be your best value partner, because we know the company we will continue to become during the term of your contract and beyond.

### Contra Costa Transfer Station Services

This proposal response is fully aligned with the RFP requested information and proposed services which include the following transfer station programs:

- Commercial food scraps transfer, preprocessing, and transportation to EBMUD for anaerobic digestion.

*Figure 6. Emergency Response Services – we were at the forefront of cleanup efforts after an oil spill off Southern California’s coast in October 2021.*





### 3. Company Description

Republic Services is a national leader in environmental services, delivering essential services to more than 2,000 communities, and 13 million customers.

#### Local Presence

For decades, Republic Services has partnered with municipalities, residents and businesses to provide solid waste, recycling, yard waste, and bulky item collection services.

Republic Services serves the communities our employees live within. In fact, as a community partner, we employ hundreds of people within Contra Costa County.

We place great importance on talent and recognize that our employees are our most important asset. Republic Services endeavors to provide the very best working conditions, including a safe environment, competitive pay and benefits, and many opportunities for personal and professional growth. In fact, many of our supervisors and

**Republic Services invests in our communities by continuing to provide customers with safe, customer-service-focused solutions.**

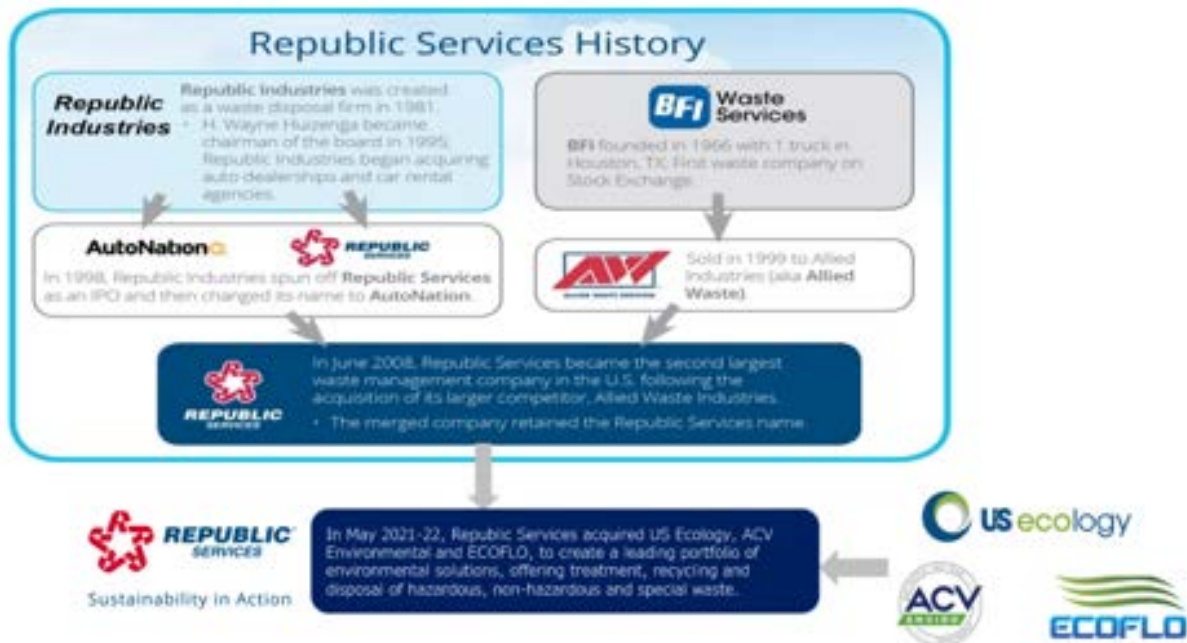
- Municipalities that partner with Republic Services typically renew or extend their contracts about 90% of the time. We've had some partnerships for longer than 50 years.
- Our 16,000 drivers execute more than 5M pickups/day nationwide.
- Republic Services Charitable Foundation gives back to communities through our National Neighborhood Promise and community-based grant programs.

managers began their careers at Republic Services as drivers, landfill operators or technicians.

#### Our Company

Republic Services is an industry leader in environmental services, recycling and waste. With the acquisition of US Ecology in 2022, we can now offer customers the most

Figure 7. **Company History.** Today's Republic Services is the product of three former industry leaders in recycling and solid waste, and the 2022 addition of three prominent leaders in environmental services.





comprehensive set of products and services available from a single company.

With 39,000 employees and 16,000 trucks on the road, we operate the fifth largest vocational fleet, and we're able to serve customers throughout the nation and beyond. Our extensive infrastructure includes 198 active, modern landfills and 71 recycling centers.

In addition to our daily operations, we have our eyes on the future, currently operating 77 landfill gas and renewable energy projects, and we're adding 39 more in a joint venture with Archaea Energy/bp in the next decade.

### Our Promise

**Sustainability in Action™** is our promise and it's more than just a promise for us. It's who we are and what we do. As an environmental services leader, we make a commitment to operate in the most responsible way possible. We're not waiting for tomorrow; we're doing the hard work of sustainability today, within every facet of our business.

### Our Vision

Republic Services' vision is: Partnering with customers to create a more sustainable world. This vision is intentionally ambitious and demonstrates our commitment to achieve real sustainability. We also partner with customers to help them follow through on their commitments and responsibilities.

*Figure 8. **Environmental Responsibility.** We believe there will always be more we can do to enhance our sustainability efforts, and, in the process, strengthen our business.*



### Values

We believe that empowered and engaged employees are the greatest indicator of our success. We are guided by the principles we have adopted as our core values. These include:

**Safe** – We protect the livelihoods of our colleagues and communities.

**Committed to Serve** – We go above and beyond to exceed our customers' expectations.

**Environmentally Responsible** – We take action to improve our environment.

**Driven** – We deliver results in the right way.

**Human-centered** – We respect the dignity and unique potential of every person.

### Sustainability

At Republic Services, we are dedicated environmental stewards entrusted to properly handle materials every day by driving increased recycling, generating renewable energy and helping our customers be more resourceful. Republic Services leads by example, working diligently to improve our relationship with the environment and society through decreased vehicle emissions, innovative landfill technologies, use of renewable energy, community engagement and employee growth opportunities.

Sustainability contributes to a cleaner world, provides opportunities to increase customer loyalty, grows our business, motivates our employees and differentiates Republic Services from our competitors.

### People

Our people are the center of our success. Attracting, developing and engaging the best talent is critical to our success. Whether it's through our dedication to safety, robust learning and talent development programs or expanding our diversity and inclusion initiatives, we are committed to making Republic Services an



## Transfer Station Services

employer of choice where the best and brightest come to work.

### Leadership

Republic Services’ operations are expansive in scope and network but local in operations and service. The dynamics and opportunities differ in each of our markets.

Our national presence allows us to identify and incorporate best practices that drive greater overall operating efficiency across the company while maintaining day-to-day operating decisions at the local level, closest to the customer. We manage our operations through 12 geographic operating areas, consisting of multiple business units and divisions that each provide recycling and waste collection, transportation and disposal services.

Your landfill disposal contract will be executed locally, by our seasoned team located at Keller Canyon Landfill. This team is fully empowered within our company structure to serve you. This local team has the backing and support of corporate staff.

### Legal Entity

**Entity Name:** Contra Costa Transfer Station, Allied Waste Systems, Inc.

**Entity Type:** Stock Corporation – Out of State – Stock

**Formed In:** Delaware

**Registration Date:** 8/24/1987

### Ownership

Republic Services, Inc. is a publicly traded company on the New York Stock Exchange (NYSE symbol: RSG).

The following figure shows information as of March 2024 with respect to the ownership of common stock by shareholder who is known by Republic Services to own more than 5 percent of our outstanding common stock.

Republic Services does not have any creditors who are owed a debt greater than 10% of the company’s total assets.

Figure 9. Ownership beyond five percent

Name of Owner	Percent Owned
Cascade Investment, LLC	34.9%
BlackRock, Inc.	6.3%
The Vanguard Group, Inc.	5.8%

### Credit Rating

Republic Services, Inc. has an “investment-grade” rating.

### Associations

Republic Services is a member of the following associations. Our employees are actively engaged in these organizations and serve on the board of directors and/or are elected officers in many cases.

- National Waste & Recycling Association (NWRA)
- National Waste & Recycling Association (NWRA)
- Solid Waste Association of North America (SWANA)
- Environmental Research and Education Foundation (EREF)
- United States Green Building Council (USGBC)
- Public Affairs Council
- U.S. Conference of Mayors, Solid Waste Advisory Council
- National League of Cities (NLC)
- International City Managers Association (ICMA)
- International Facility Managers Association (IFMA)



# Certificate of Good Standing: Contra Costa Transfer Station



## Secretary of State Certificate of Status

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

<b>Entity Name:</b>	ALLIED WASTE SYSTEMS, INC.
<b>Entity No.:</b>	1594086
<b>Registration Date:</b>	08/24/1987
<b>Entity Type:</b>	Stock Corporation - Out of State - Stock
<b>Formed In:</b>	DELAWARE
<b>Status:</b>	Active

The above referenced entity is active on the Secretary of State's records and is qualified to transact intrastate business in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of August 09, 2023.

**SHIRLEY N. WEBER, PH.D.**  
Secretary of State

Certificate No.: 136430226

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at [bizfileOnline.sos.ca.gov](http://bizfileOnline.sos.ca.gov).



# Corporate Data Sheet: Contra Costa Transfer Station

## Corporate Data Sheet Report

As of May 20, 2024

### Allied Waste Systems, Inc.

Incorporated in Delaware on 08/14/1972

<b>Status:</b>	Current		
<b>Entity Type :</b>	Corporation		
<b>Federal ID #:</b>	36-2750252	<b>Internal #:</b>	13
<b>Domicile:</b>			

### Primary Address

18500 North Allied Way  
Phoenix, Arizona 85054

### Directors

	<u>Title</u>
Elyse M. Carlsen	Director

### Officers

	<u>Title</u>
Julia Arambula	President
Yasser Brenes	Vice President
Kevin Michael Cross	Vice President
Kevin Divincenzo	Vice President
Ashley Kasarjian	Vice President
Ryan P. Lawler	Vice President
John B. Nickerson	Vice President
Christopher Nie	Vice President
Javara Perrillat	Vice President
Larson Richardson	Vice President
Andrew Wempe	Vice President
Adrienne W. Wilhoit	Vice President
Lawrence D. Focazio	Vice President, Tax
Lauren McKeon	Secretary
Ashley Kasarjian	Assistant Secretary
John B. Nickerson	Assistant Secretary
Adrienne W. Wilhoit	Assistant Secretary
Calvin R. Boyd	Treasurer

### Direct Owners

	<u>Registered in</u>	<u>%Ownership</u>
Allied Waste North America, LLC	Delaware	100.0000 %



**Corporate Data Sheet Report**

**As of May 20, 2024**

Allied Waste Systems, Inc.

**Registrations**

	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
<b>Arizona</b> Qualification	F-0100517-8		10/16/1992	
<b>California</b> Qualification	1594086		08/24/1987	
<b>Colorado</b> Qualification	20031287338		09/08/2003	
<b>Delaware</b> Incorporation	0784271		08/14/1972	
<b>Indiana</b> Qualification	2006121200666		12/11/2006	
<b>Massachusetts</b> Qualification	362750252		09/02/1987	
<b>Michigan</b> Qualification	800991220		02/13/1985	
<b>New Hampshire</b> Qualification	177958		10/19/1992	
<b>New York</b> Qualification	1168812		12/03/1987	
<b>Ohio</b> Qualification	FL650835		02/01/1985	
<b>Oklahoma</b> Qualification	2300385229	FRX-10156076-08	03/31/1982	
<b>Texas</b> Qualification	00073885-06	13627502522	08/26/1987	
<b>Utah</b> Qualification	1023175-0143		01/23/1989	
<b>Wyoming</b> Qualification	2020-000961885		12/01/2020	



## A. Key Personnel

*Our operations are run locally by seasoned industry veterans and are backed by their Area and Corporate leadership team's experience and strength.*

Republic Services is structured along functional lines, which allows for local decision-making by managers with direct responsibility and experience relevant to the contract operations. They are knowledgeable of local collection and post-collection processing activities and are supported by the extensive resource recovery technical expertise and financial strength of our parent company Republic Services, Inc.

Our in-house training, personnel advancement, recruitment programs, and workforce development are some of the most comprehensive in the industry, enabling us to attract and retain the most highly qualified, dedicated, and experienced professionals in the business today.

Figure 7 provides an overview of the team responsible for managing the services provided under this agreement.

### Local Leadership

For over 50 years, Republic Services has partnered with municipalities, residents, and businesses throughout Northern California, providing collection, disposal, and processing services.

Our local and area management teams have extensive industry experience in operating and managing solid waste companies and

### Our team brings unrivaled experience in landfill management

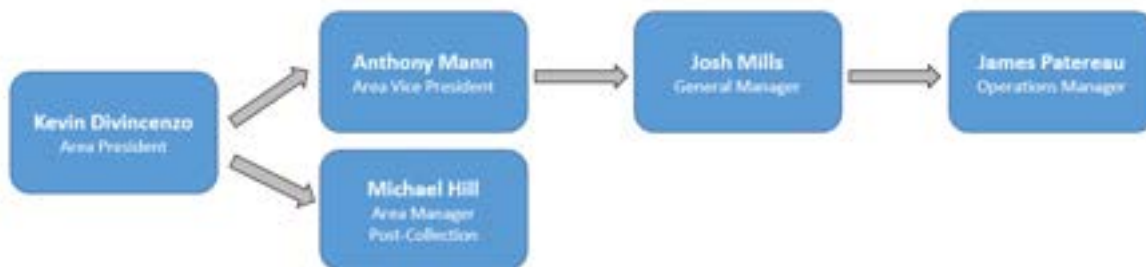
- We provide jobs to over 36,000 people nationwide
- Relentless in our focus to foster a culture of inclusion and diversity
- Proud to have some of the best and safest heavy equipment operators in the business
- Republic's We Work for Earth and SheDrives initiatives were recognized for adding more diversity into every part of our recruitment process

have substantial experience in the greater Sacramento region. This allows us to respond and meet your needs quickly while staying in touch with the Authority staff and Member Agencies. Our strong area management team will enable us to effectively and efficiently drive initiatives that help ensure consistency across the organization. Our area team has extensive authority, responsibility, and autonomy for operations within Northern California.

### National Backing

Our local business operations are fully empowered and accountable for delivering on our commitments to our customers. They are also backed by our area and corporate leadership teams' support and breadth, capable of massing expertise and corporate might to assist or respond to any challenge during the contract term. An example of this benefit to the Authority is our response capabilities during crises such as

Figure 10. **Transition Team Organizational Chart.** The organization chart outlines the Transition team who will manage the transition process through contract implementation.







earthquakes, wildfires, or other disasters.

**Key Personnel Resumes:  
Contra Costa Transfer  
Station**



**Kevin Divincenzo,  
Area President**

2125 Oak Grove Rd, Suite 110  
Walnut Creek, CA 94598

**kdivincenzo@republicservices.com**

**(330) 623-1629**

Kevin Divincenzo has over 13 years of experience in the solid waste industry, all with Republic Services, and oversees the strategic and operational direction for the West Area, including Northern California and Las Vegas, Nevada. He is responsible for managing over 3,000 employees in the 45 solid waste divisions which include 9 landfills, 14 transfer stations, 3 recycling centers, 3 composting facilities, 1 anaerobic digestion plant, 1 sustainability pig farm, and 1 railyard. His area generates 1.5 billion in annual revenue with a focus on strategic integrated growth.

With Republic Services, Kevin has managed an increasingly large number of operating subsidiaries and successfully managed growth related to expansion of services with municipalities, acquisitions, and the roll-out of new service packages. This success has been largely based upon his ability to define the goals necessary to complete a task and assembling a team of individuals that will carry out the program's requirements. Through his experience with Republic Services, Kevin has become very familiar with jurisdictions' issues and the need to identify a company able to provide reliable and cost-effective collection, processing, and disposal services.

Job Description:

- Provide senior-level leadership for the West Area through a group of General Managers and an infrastructure team

responsible for Sales, Operations, Finance, Human Resources, Safety and Environmental Compliance, and Environmental Engineering.

- Collaborate with the Area Vice Presidents to develop the Area's overall operational budget, strategic operating plan and business strategy to complement the Company's overall strategic and operating plan; champion the execution of the strategic plan and tactical initiatives within the Area to maximize the customer experience, growth and durability.
- Drive the strategic and tactical business plans within the Area, including the sales plan, allowing General Managers and other Business Unit leaders to execute against the operating plan to achieve or exceed the Area's budget and strategic plan to grow the business, achieve customer experience goals, and meet or exceed service business objectives.
- Execute the Company's mission, vision, and values within the Area.
- Develop a best-in-class team and effectively manage performance and talent development; drive best-practice sharing across the Company as appropriate.
- Identify and develop key external alliances that will deliver complete customer solutions.
- Build and maintain strong and effective relations with relevant government, community, and environmental groups.



**Anthony Mann,  
Area Vice  
President**

2125 Oak Grove Rd, Ste 110  
Walnut Creek, CA 94598

**Amann@republicservices.com**

**(925) 357-0479**

Anthony Mann is the Area Vice President for our Northern California markets and



Transfer Station Services

oversees a \$600MM P&L across five business units (including CCTS and Keller Canyon). Anthony’s focus is on building operations expertise and improving operations performance in assigned collection/hauling Divisions within the Area. He also works with field operations to ensure durability of standards and processes and plays an essential role in building the capability of the field teams to consistently execute on business plans and budgets, ensuring an optimal customer experience for Republic’s customers. Prior to joining the Republic team, Anthony spent 20 plus years in progressing leadership roles in the consumer goods industry.



**Michael Hill,  
Area Manager  
Post-Collection**

2125 Oak Grove Rd, Ste 110  
Walnut Creek, CA 94598

**Mhill7@republicservices.com**

**(925) 232-2919**

Michael Hill is our lead landfill operations and maintenance resource in the State of California. He has extensive experience dating back to 1990 where he was the first operator hired at Keller Canyon Landfill (Pittsburg, CA) when the site opened. After spending a decade operating every piece of machinery at the site, Michael moved into the Operations Manager position overseeing the entire operation at Keller Canyon. In 2012, Michael was promoted into a Division Manager role where he oversaw Keller Canyon, Vasco Road Landfill (Livermore, CA) and Contra Costa Transfer Station (Martinez, CA). In 2019, Michael was promoted to the Area Post Collection Manager role where he oversees the operations and maintenance programs for 7 landfills and 13 Transfer Stations in California. Michael has operated every type of machine within the footprint of a landfill, as well as planned and executed on operations and maintenance metrics for some of the largest landfills within Republic

Services. He is an invaluable asset to the organization, but more importantly to the communities surrounding our facilities.

Job Description:

- 15 years, of a 30-year career, with zero accidents or injuries at the sites within his scope of responsibilities.
- Proudful of “good neighbor” responsibilities. Built many relationships with community members living near his sites including fielding phone calls from neighbors, giving site tours, passing out hams and turkeys during the holidays, and sponsoring local little league sports teams.
- Member of an audit team within Republic Services who travels to landfills within the company and conducts “World Class” reviews. The team compares operation and maintenance performance at the respective landfills to Republic Services World Class Audit standards. Michael was handpicked by senior leadership to be a part of this audit team.
- Cross-functional collaborator, engaged in the annual engineering budget process for landfills in our Area, entrenching himself into the engineering CAPEX plan for the coming year to ensure Operations is aligned with overall capital planning.
- Manager of Landfill Operations (MOLO) Certified

**PRIMARY CONTACT:**



**Josh Mills,  
General Manager**

901 Bailey Road  
Pittsburg, CA

**Jmills3@republicservices.com**

**(510) 691-4337**

Josh Mills brings over fifteen years of experience in landfill environmental & operations management at some of the



## Transfer Station Services

most notable and highly publicized landfills in the state of California. Josh has accepted several roles in our organization tasked specifically with bringing our largest and most active landfills back to a healthy state. He joined the company in 2016 after spending roughly 8 years with Geo-Logic Associates as the lead Environmental Manager at the Newby Island Landfill in Milpitas, CA. Within the footprint of this landfill includes a composting operation (aerated static pile), C&D processing, mulching operation, a large single-stream recycling center and our hauling company that services the City of San Jose's commercial and industrial customers. The site is roughly 1 mile from a heavily populated area in Milpitas. Josh met quarterly with the Newby Island South Bay Odor Stakeholders Group to present community, government officials, and regulating bodies with informational updates regarding ongoing and future projects to improve odor abatement systems at the facility. The achievements Josh led the site through are too robust to detail here, but in summation, Josh was the recipient of the National 2016 and 2017 Environmental Managers' Relentless Award, a very prestigious award given to our top Environmental Manager in the company. Because of his success at Newby Island, Josh was promoted to the Team Environmental Manager at Sunshine Canyon Landfill in Sylmar, CA, a site that is accepting roughly 10,000 tons per day. Josh moved to Southern California in 2018 and was tasked with one objective: Manage the site through an Abatement Order issued by the South Coast Air Quality Management District and get the landfill back to a healthy state. Josh rolled his sleeves up and worked tirelessly with the site, the air quality district, city and county officials, and community members near the landfill. The margin of error was very thin, but Josh and his team (4 onsite environmental managers) were successful in getting the abatement order lifted in 2020 without restrictions. Josh partnered with a Team of highly technical Engineers, Construction Superintendents and Operational and

Maintenance Supervisors to design, install and operate one of the largest landfill gas collection and control systems in the Country collecting over 19,000 scfm of landfill gas. Worked vigilantly with the gas design team (SCS) to develop innovative ideas to optimize gas collection; and Coordinated with the Site Team to collect gas in active fill areas without inhibiting the operational flow.

Because of the wonderful work Josh has done at both Newby Island and Sunshine Canyon, he was promoted to the Area Environmental Manager in the West Area, responsible for environmental compliance at all of our sites in our Area, including the 8 landfills within our portfolio. As the Area Environmental Manager, Josh was responsible for building and justifying an Engineering budget for the entire area. Accordingly, Josh managed an annual capital infrastructure budget of over \$60M and an expense budget of \$20M. Josh also led a Team of 8 Environmental Managers, 6 Environmental Specialists and 4 Environmental Technicians located at various sites throughout the west area.

In 2022, Josh was promoted to General Manager for one of the largest and diverse Business Units in the Area's portfolio. The business unit is made up of four divisions consisting of two landfills, a transfer station and hauling company. Due to the wonderful leadership Team, this business unit is very close knit and works well together, even working through temporary permit exemptions to achieve customer's goals. Since starting in this position, Josh has worked closely with the Environmental Manager and HQ to come up with sustainable disposal outlets for leachate at both the Keller Canyon and Vasco Road Landfills. Partnering with Ameresco, Keller Canyon Landfill has recently completed the construction of a renewable natural gas plant including a 2-mile long pipeline that will carry the gas collected from the landfill to PG&E's natural gas distribution main. Josh has also worked on multiple grants, sponsorships and events for non-profit organizations within the community.

Select Job Experience:



Transfer Station Services

- Managed the construction and Water Board certification of Subarea 16A at Newby Landfill, which included excavation to base grade which was 40 feet below sea level and implications with an unprecedented clean closure event. Regardless of this event, the cell was approved on schedule.
- Met quarterly with the Newby Island South Bay Odor Stakeholders Group to present community, government officials, and regulating bodies with informational updates regarding ongoing and future projects to improve odor abatement systems at the facility.
- At Newby, oversaw the design and installation of over 5,000 linear feet of large diameter vacuum conveyance header, multiple 24 feet deep dual contained condensate sumps, extensive liquid extraction infrastructure and 50 new extraction wells to meet compliance deadlines and increase the gas capabilities from approximately 3,800 standard cubic feet per minute (SCFM) to 5,700 SCFM over the intermittent project duration of one year.
- Project manager for the stability buttress project at Sunshine Canyon Landfill which required the excavation of roughly 2.2 million cubic yards of unstable geologic soil formations and the installation of 1.3 million cubic yards of engineered fill.
- Lead a Team of highly technical Engineers, Construction Superintendents and Operational and Maintenance Supervisors to design, install and operate one of the largest landfill gas collection and control systems in the Country collecting over 19,000 scfm of landfill gas. Worked vigilantly with the gas design team (SCS) to develop innovative ideas to optimize gas collection; and Coordinated with the Site Team to collect gas in active fill areas without inhibiting the operational flow.



**James Patereau,  
Operations  
Manager**

951 Waterbird Way, Martinez, CA 94553

**Jpatereau@Republicservices.com**

**(925) 387- 9881**

James Patereau brings over 18 years of experience in the operations field with 4-years’ experience specifically in the solid waste industry. James has performed several roles in the waste collections organization overseeing operations improving overall safety, service, performance and environmental compliance. James joined Republic Services in May 2024 as Operations Manager for the Contra Costa Transfer Station after spending 4 years with Waste Management in several different roles. These roles that James carried with Waste Management included Route Manager, Sr. Operations Manager and District Manager. He was tasked to manage day-to-day operations on the collections side for multiple sites including Oakland, Woodland, and Sacramento. In these roles, James was tasked to improve sites that were not performing in multiple elements and get them back to sustaining efficient results. This included working closely with cross-functional departments creating strategic plans and executing them to improve overall results and sustainability.

Because of the overall improvement at each site, James was promoted to District Manager for Waste Management’s Sac Val District in Sacramento, Ca, a district that provided a variety of services to the City of Sacramento. James was tasked with managing several departments including operations, fleet, sales, public sector, safety, and environmental compliance. The objective was to improve the district to gold



## Transfer Station Services

standard. The elements included safety, customer vitals, performance, and growth. The site was performing between bronze and silver in these elements. With the support of multiple departments and executing strategic plans the site sustained gold standard for 3 months consecutively. This was achieved by implementing daily processes that consisted of monitoring each element and addressing all areas of opportunity. Throughout James' experience with Sac Val District, he saw the site consistently increase volume growth both in commercial and industrial, resulting in improved overall net revenue of more than \$300,000 per quarter.

### Select Job Experience:

- Managed day-to-day operations driving results for safety, service, performance and growth for multiple sites.
- Met monthly with city officials presenting operations overall performance and compliance compared to franchise agreement.
- As Sr. Operations Manager oversaw hauling operations, fleet services and worked closely with our public sector team to maintain compliance within our franchise agreement.
- District Manager for Sac Val District which required improvement in customer satisfaction for all Sacramento customers, safety, service and total net revenue.
- Managed a Team of Operation Managers, Area Sales Team, Public Sector, and Fleet Managers to provide collection services to The City of Sacramento. Provided world class service, consistent growth in market share, and net revenue.



### **Antonia Gunner, Environmental Manager**

901 Bailey Road  
Pittsburg, CA

**AGunner@republicservices.com**

**619-449-9579**

Antonia Gunner is currently the Environmental Manager for Keller Canyon, Vasco Road, and multiple other transfer stations and hauling companies throughout the area. Antonia has been with Republic Services for seven years. She started as an Environmental Specialist in San Diego for two years where she oversaw the transfer stations, hauling companies, and closed landfills. She then moved to Los Angeles where she oversaw environmental compliance of the Los Angeles/ Orange County facilities. During this time, she completed her MBA from SNHU. In her current role Antonia oversees groundwater, hazardous materials, and stormwater compliance. She also manages the facility projects that consist of new cells for the landfill and Gas Collection and Control System upgrades each year.



**B. Collective Bargaining Agreements.**

**Transfer Truck Drivers**

**COLLECTIVE BARGAINING AGREEMENT**

Between

**ALLIED WASTE SYSTEMS, INC.  
[CONTRA COSTA TRANSFER]**

and

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS,  
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF  
AMERICA, LOCAL 315**

**Transfer Truck Drivers**

August 24, 2020 through August 23, 2025





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**ARTICLE I**

**PARTIES AND TERMS OF AGREEMENT**

**Section 1**

THIS AGREEMENT is made and entered into this 24th day of August, 2020, between ALLIED WASTE SYSTEMS, INC. [Contra Costa Transfer], hereinafter referred to as the "Company or Employer" and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL NO. 315, hereinafter referred to as the "Union."

**Section 2**

This Agreement shall become effective August 24, 2020, and shall continue in full force and effect through August 23, 2025, inclusive, and thereafter it shall be considered automatically renewed for successive periods of twelve months unless, at least ninety (90) days prior to the end of any anniversary year, either party shall serve notice upon the other that it desires cancellation, revision or modification of any provision or provisions of this Agreement. If either party serves such notice, the parties shall attempt to reach an agreement with respect to the proposed changes. At least forty (40) days prior to the expiration date of the Agreement, the parties shall meet to consider such changes. In the event the parties do not reach a written agreement by the expiration date of this Agreement, then it shall be deemed terminated. The parties can mutually agree in writing to extend this Agreement.

**Section 3**

This Agreement covers only those matters specifically contained herein and supersedes all prior agreements between the Company and the Union, including any letter of interpretation, verbal understanding and/or past practice.

**ARTICLE II- RECOGNITION**

The Company hereby recognizes the Union as the exclusive bargaining representative for all employees covered by this Agreement.

**ARTICLE III – UNION MEMBERSHIP**

**Section 1**

All employees covered by this Agreement shall become and remain members of the Union within thirty-one (31) days after employment or the effective date of this Agreement, whichever is later, and as a condition of continued employment shall maintain their membership in the Union. Membership, for purposes of this provision, will be deemed satisfied by the employee either (i) becoming a member in good standing by paying the uniform initiation fee and monthly dues and charges pursuant to the Union's Bylaws, or (ii) becoming a financial core member and paying an amount equal service fee which shall be equal to the percentage of the Union initiation fee and monthly dues which reflects the proportion of the amount the Union's collective bargaining expenditures bear to the Union's total expenditures, provided that employees choosing this option shall notify the Union in writing.

**Section 2 – Hiring**

- A) No driver will be accepted or retained by the Company who is unable to pass an examination based upon the motor vehicle laws for the State of California.
- B) Applicants for a position must possess a valid California driver's license covering the specific work to be performed by the applicant as a pre-requisite to being considered for employment.





### Section 3 – Payroll Deductions

- A) Upon being furnished with an appropriate authorization form executed by an employee, the Employer shall deduct from that employee's pay, in the amount stated, the following: (1) initiation fees, dues, assessments and fines as established by the Union, and (2) allotments to be made to a credit union as identified in the authorization. Such deductions shall be remitted to the recipient as stated in the authorization, no later than the last day of each month, and payments to the Union should be remitted to the office of Union Local 315, 2727 Alhambra Avenue., Martinez, CA 94553, by the 15<sup>th</sup> of each month following the month for which the deductions have been made, together with a list of employees for whom deductions have been made.
- B) Deductions for the initiation fee shall be at the rate of no less than \$75 a week.
- C) Dues shall be deducted from employees classified as "casuals" on the first day worked in any month that they are employed as a non-seniority employee. Deduction authorization forms shall be made available to casuals at the time of their original hire.

## ARTICLE IV – MANAGEMENT RIGHTS

### Section 1 – Listings of Management Rights

The Company reserves the right to operate and manage all operations of the Company and to direct the workforce of the Company including, but not limited to, the right to plan, direct and control operations; to establish work and quality standards; to perform periodic evaluations of employee job performance and to make employment decisions based on the results of such evaluations; to determine and select the equipment to be used in the Company's operations, and from time to time, change or discontinue the use of any equipment and select new equipment for its operations, including equipment for new operations; to discontinue or move its business or operations in whole or in part; to determine and, from time to time, redetermine the methods, processes and materials to be employed; determine the nature and format of the programs to be produced, purchased or presented, and determine the extent to which such programs will be produced or presented by its employees; the scheduling of productions and the methods, processes and means of productions; the right to hire, select, transfer, promote, suspend and discharge employees; the right to promulgate and enforce reasonable rules; and the right to lay off employees from duty by seniority because of lack of work or other legitimate reasons.

### Section 2 – Recognition of Management Rights

- A) The Union recognizes the express provisions of this Agreement as constituting the only limitations, other than limitations of state and federal laws, upon the Company's right to manage its business. All management rights not curtailed or surrendered by this Agreement are reserved to the Company and the Company has the right to take any steps necessary to maintain efficient and profitable operations, subject only to the express provisions of this Agreement.
- B) The Union agrees to respect the rights of the Company to conduct and supervise its business as long as it does not conflict with the wages, hours, terms and conditions of this Collective Bargaining Agreement.

## ARTICLE V – UNION REPRESENTATIVE AND BULLETIN BOARDS

### Section 1

An accredited representative of the Union may visit the Company's facility during normal business hours with reasonable advance notice to the General Manager or his/her designee to assist the settlement of grievances and to observe the administration of the contract. This privilege will be observed so as not to interfere with an employee's work unless the matter is of such urgency that it cannot wait until after the employee is finished working. The Company shall not deny an accredited representative's visit pursuant to this paragraph except



for reasonable, legitimate business reasons, and then only if the Company's representative offers the earliest alternative time that is reasonably available.

#### Section 2

Before beginning his/her business at the facility, the accredited representative shall first announce his/her arrival to the General Manager or his/her designated representative if they are available. Such representative shall not interfere in any way with or interrupt the operation of the Company's business, cause any lost time by employees during such visit, or conduct Union business or meet with employees who are on the clock, unless the matter is of such urgency that it cannot wait until after the employees are finished working.

The Company will provide a copy of all written discipline to a Steward.

#### Section 3

A) Stewards shall be provided for at the option of the Union, such stewards to be selected by the employees on the job. The duties of the Steward shall be to report to the Union any and all grievances which may arise and cannot be adjusted on the job. There shall be no discrimination of any kind against the Steward because of union activities.

B) A Steward who is on disability or other leave of absence will be accompanied by a Union Business Agent at all times when on Company property conducting union business.

#### Section 4

A) The Company agrees to provide an enclosed bulletin board which may be used by the Union for posting official Union notices and a seniority list updated by the Company every six months.

B) The Company will keep one key and the business representative or shop steward will keep the other key. There shall be no other general distribution or posting by employees of any kind of literature upon Company property other than as herein provided without permission of the Company.

C) All such notices shall be on Union letterhead and signed by an authorized representative of the Union. There shall be no other general distribution or posting by employees of any kind of literature upon Company property.

#### Section 5 – Official Union Security

Any employee who is elected or officially appointed to office in the Union, which office requires his absence from the Company's service, shall be granted a leave of absence not to exceed three (3) years, without loss of seniority, entitling him upon retirement from such office to reinstatement consistent with his seniority. Employees on such leave shall not be eligible for any benefits under this contract.

#### ARTICLE VI – NO STRIKES

A) There shall be no strikes (including sympathy or wildcat strikes), sit-downs, slow-downs, work stoppages, boycotts or honoring a picket line except as described herein during the term of this Agreement by the Union, its officers, agents and members, or by the employees.

B) The Union agrees that it will not authorize, ratify or condone any strike or any other picket line activity described herein. In the event of any strike not authorized, ratified or condoned by the Union, the Union and its officers, agents and representatives will make every good faith effort to end such activity.

C) Any employee(s) participating in any activity proscribed herein shall be subject to disciplinary action, including discharge. Notwithstanding the foregoing, it shall not be a violation of this Article and shall not be cause for discharge or disciplinary action if an employee refuses to go through any lawful primary picket line (which the parties agree does not include any informational, handbill or consumer boycott picket) established



by the Union and/or sanctioned by Teamsters Joint Council No.7 at any property other than an "Allied" property or facility. Should, under the foregoing conditions, an employee refuse to go through such a picket line, the Company may utilize a non-bargaining unit employee to service the customers.

D) The Company for its part agrees that it will not lockout the Union or its members during the term of this Agreement.

**ARTICLE VII – WAGES AND HOURS**

**Section 1**

A) The wages listed below shall be effective August 24<sup>th</sup> of each contract year:

All	Current	8/24/20	8/24/21	8/24/22	8/24/23	8/24/24
Transfer Truck Driver, Hostler, Semi-Driver	\$34.62	\$35.47	\$36.42	\$37.37	\$38.32	\$39.27

The employees may divert monies from wages or future wage increases to the Western Conference of Teamsters Pension Trust Fund.

B) There will be a separate wage schedule for all employees hired after July 15, 1990. That wage schedule will be an amount that is 85% of the rates set forth above for the employees' first six months of employment, an amount that is 90% of the regular wage schedule for the employees' second six months of employment, 95% of the regular wage schedule for the next six months of employment and 100% of the regular wage schedule thereafter.

C) **Wage Premium** – Employees will receive a one dollar (\$1.00) per hour premium to their straight-time rate for hours performed training another employee or serving as foreman. The Company shall have discretion without regard to seniority in the selection of persons as trainers and foremen.

**Section 2 – Starting Time**

A) Because of the peculiar nature of the scavenger business, the daily starting time shall be left to the discretion of the Company. However, the starting time for the day shift shall be between 6:00 a.m. and 9:00 a.m.

B) The starting time for the second shift will be between 3:00 p.m. and 6:00 p.m.

C) Employees shall be given one week's notice of any changes in any employee's starting time, other than for proven emergencies.

D) No employee will be permitted to start work prior to his scheduled starting time without the expressed permission from his dispatcher.

**Section 3 – Hours**

A) All regular employees, except as noted below, shall be guaranteed eight (8) hours per day and forty (40) hours per week, Monday through Friday, inclusive. For this daily and weekly guarantee, the employee shall only be required to work his assigned shift except in cases of emergency.

B) Eight (8) hours, exclusive of lunch period, shall constitute a day's work; forty (40) hours shall constitute a week's work. The provisions of this Article are intended merely to provide for normal hours of work and to provide a basis for determining the number of hours of work for which an employee shall be paid at overtime rates. Nothing in this article, section or anywhere in this Collective Bargaining Agreement shall be interpreted to place a limitation on the hours of work per day or per week consistent with DOT regulations.



C) A thirty (30) minute unpaid lunch period shall be provided on each shift. The Company shall designate the time of said break period. Employees will be entitled to two (2) fifteen (15) minute breaks to be taken halfway through the first and second four hours of employment. These breaks will not be combined or taken with lunch.

D) The Company reserves the right to establish up to four Tuesday through Saturday shifts paid at the regular rate of pay. Overtime will be paid for all hours in excess of forty hours in the workweek. The Company will post a bid for these positions but if an insufficient number of volunteers sign for these shifts, then the Company will assign drivers in reverse seniority order.

E) The Company shall have the exclusive right to establish and, from time to time, change the hours for the commencement of work for shift, for different job classifications, and for individual employees within each job classification.

**Section 4 – Higher Wages**

A) No employee receiving a higher rate of pay shall suffer a reduction in pay by reason of the execution of this Agreement.

B) Employees who start work at 12:00 noon or thereafter shall receive twenty-five cents (\$0.25) per hour over the scale.

C) Employees who work any shift other than the day shift shall receive one dollar (\$1.00) per hour premium pay.

**Section 5 – Overtime**

A) Overtime at the rate of time and one-half (1½) shall be paid for all work performed after eight (8) hours in any one day or forty (40) hours in any one week.

B) Employees called for work on their sixth day shall be guaranteed eight (8) hours' pay at time and one-half (1½).

C) Employees called to work on their seventh day shall be guaranteed eight (8) hours' pay at the rate of double (2) time.

D) When it is necessary to assign weekend overtime, the Company will first ask for volunteers. The most senior volunteers will be selected for the work.

E) If there are insufficient numbers of volunteers, overtime will be assigned in reverse seniority order. Overtime must be worked if assigned.

F) Overtime shall be assigned on the basis of seniority. Employees shall not unreasonably refuse to work overtime. It is understood that working overtime is mandatory.

G) After the Company posts a bid for overtime work and there are not enough volunteers to fill the positions, the Company may use inverse seniority to fill the rest of the positions.

H) When reasonably foreseeable, the Company shall post notice of any required overtime on an unscheduled workday before the first driver is scheduled to report on a Friday.

**Section 6– Pay Period**

The employees covered by this Collective Bargaining Agreement shall be paid weekly for their labor. Any payroll errors will be paid by the next pay period.



**ARTICLE VIII – VACATIONS**

**Section 1 – Vacation Entitlement**

Employees having completed one (1) year of continuous service with the Company shall be entitled to an annual vacation with pay of one (1) week.

Employees having completed two (2) years of continuous service with the Company shall be entitled to an annual vacation with pay of two (2) weeks.

Employees having completed five (5) years of continuous service with the Company shall be entitled to an annual vacation with pay of three (3) weeks.

Employees having completed ten (10) years of continuous service with the Company shall be entitled to an annual vacation with pay of four (4) weeks.

Employees having completed fifteen (15) years of continuous service with the Company shall be entitled to an annual vacation with pay of five (5) weeks.

Vacation pay shall be computed at ten percent (10%) over the above the employee's normal rate of pay. His normal rate of pay shall be that of his permanent assignment immediately prior to his vacation period.

**Section 2 – Prorated Vacations**

Any employee who dies, is laid off, terminated or otherwise severs his employment with his Company for any reason prior to the completion of his vacation year, will be paid for all earned vacation. Prorated earned vacation is to be computed proportionate to his years of service.

**Section 3**

A) All accrued vacation pay is to be paid to the employee at the completion of his last shift prior to the commencement of his vacation.

B) Whenever possible and when desired by the employee, he may stagger or spread his vacation period throughout the year. However, in no case shall any portion of a vacation be less than one (1) week.

C) Seniority choice of vacation shall be allowed an employee for only one (1) continuous vacation period each year.

**Section 4 – Vacation Selection Procedure**

A) The vacation schedule shall be posted by December 15<sup>th</sup> of the year preceding the vacation period. All employees will have until January 15<sup>th</sup> to submit bids for vacations. The following provisions for vacation selection will also apply:

- The vacation bid calendar will be available for viewing during the entire bid process;
- Bids will be awarded by seniority;
- A bid cannot be changed during the bid process unless it cannot be awarded due to unavailability of dates sought;
- Employees who cannot hold a bid vacation period will have the opportunity to re-bid for available dates before junior employees bid;
- The final vacation award will be posted; and
- A senior employee cannot bump a junior employee out of vacation that was properly bid and awarded to the junior employee.



Dispute regarding selection shall be decided by seniority.

B) The Company retains the right to place a reasonable restriction on the number of employees to be absent at any given time so that vacation scheduling does not interfere with the Company's operations.

**Section 5 – Holiday Falling During Vacation**

If an employee is on vacation for a week in which a holiday falls, he will receive a day of holiday pay upon his return from vacation.

**ARTICLE IX – HOLIDAYS**

**Section 1 - Holidays**

The following days have been agreed upon as holidays:

- |                        |                                |
|------------------------|--------------------------------|
| New Year's Day         | Columbus Day                   |
| Martin Luther King Day | Thanksgiving Day               |
| President's Day        | Christmas Day                  |
| Memorial Day           | Employee's Individual Birthday |
| Fourth of July         | Two (2) Floating Holidays      |
| Labor Day              |                                |

**Section 2 – Holiday Pay**

A) The employee must provide at least two (2) weeks notification in advance of the day to be taken off as a floating holiday and the particular day to be taken off is subject to the Company's approval.

B) These twelve (12) days shall be paid at the rate of straight time if no work is performed, and if worked, employees shall be paid at the rate of double time and one-half (2½).

C) The Employee's Individual Birthday shall be considered and treated as a holiday and, if worked, the employee shall receive double time and one-half (2½). The employee must notify the Company in order to qualify.

D) The employee must work the day before, the day of and the day after the holiday, unless excused by the Company, in order to receive holiday pay. The employee must notify or call into his immediate supervisor on duty to be excused.

E) Employee's birthday shall be treated as any other holiday except when the employee's birthday falls on another holiday Monday through Friday, in which case the employee will receive two (2) days' pay for the holiday and will not be allowed to work.

**ARTICLE X – JURY DUTY**

**Section 1**

A) An employee who is summoned and reports for jury duty shall receive the difference between jury pay and his regular daily rate of pay for the day for which he reported for jury duty and on which he would normally have worked.

B) In the event an employee is released from jury duty at a time which will permit him to return to work, he shall be obligated to return to work unless specifically excused by the Company.



## ARTICLE XI – BEREAVEMENT LEAVE

### Section 1

A) In the event of the death of an employee's parent, spouse, child, brother, sister, grandparents, grandchildren, stepchildren, step-parents, mother-in-law, father-in-law, brother-in-law, and sister-in-law, the employee will be granted a leave of absence with pay not to exceed three (3) days falling between the date of the death and the date of the funeral or a celebration of life ceremony.

B) The employee will be allowed five (5) days for an out-of-state funeral. The compensable day or days must fall within the employee's regular scheduled work week. The purpose of the funeral leave is to enable the bereaved employee to attend the funeral. No funeral leave benefits shall be given during the vacation period of any employee.

C) The Employee must furnish proof of death and relationship.

## ARTICLE XII – SENIORITY

### Section 1 – Seniority

In order to obtain seniority, an employee must have worked ninety (90) days during twelve (12) consecutive months. After completing this requirement, the employee shall be deemed a regular employee and deemed to have attained seniority rather than a probationary employee. As a regular employee, the employee then becomes eligible for benefits as defined as follows: Teamsters Benefit Trust Plan 1, holidays, sick day accrual and vacation accrual. The Company is the sole judge during this probationary period (consisting of both the ninety day and twelve month requirement) to continue or terminate the employee. Seniority shall commence on completion of such date. Upon attainment of seniority, an individual shall be considered a regular employee.

### Section 2 – Layoff

In reducing the workforce due to slackness of work, the last employee hired shall be the first employee laid off, and in rehiring the last employee laid off shall be the first employee rehired, assuming the senior employee possesses the qualifications for the job. A laid-off employee shall have no right to recall upon the expiration of a twelve (12) month period on layoff.

### Section 3 – New Runs and Start Times

Consistent with current practice, new runs and start times occurring after ratification of this Agreement will be bid by seniority.

## ARTICLE XIII – DISCIPLINE AND DISCHARGE

### Section 1

The Company shall not discharge, suspend or take any disciplinary action against an employee without just cause. With respect to discharge, the employee shall have been issued at least three (3) warning notices prior to discharge, except for the charges set forth below:

- a. Insubordination.
- b. Theft.
- c. Proven dishonesty relating to the employee's job duties.
- d. Falsification of time records, driver logs or other official documents.
- e. Misappropriation or unauthorized use of Company property or the property of customers.



- f. Gross negligence in the operation of Company equipment resulting in an accident or injury, damage to the owned or leased property to the Company, its customers or other third-party individuals while on duty or while in a Company-owned or leased vehicle.
- g. Carrying of unauthorized passengers while on the job or operating a Company-owned or leased vehicle.
- h. Possession of a container of alcohol where the seal is broken; use of alcohol on the job; being under the influence of alcohol or drugs while working; possession of illegal drugs on duty; or a violation of the Company's Drug and Alcohol Policy.

#### **Section 2 – Warning Notice**

In order for a warning, notice, suspension or discharge to be valid, it must be issued no more than ten (10) working days after the Company first has knowledge of the facts giving rise to the discipline. If a letter is postmarked or faxed after ten (10) working days, it will be considered untimely and dismissed. In the case of a vehicle accident, the Company shall be allowed up to and including fifteen (15) days to investigate an accident. If a letter is postmarked or faxed after fifteen (15) working days, it will be considered untimely and dismissed. During the period of investigation, the employee shall remain on the job. Employees shall not be required to sign written reprimands.

#### **Section 3 – Union Notification**

No employee shall be discharged or suspended for reasons other than those set forth above without first receiving a written warning. Warning notices will not remain in effect for more than nine (9) months. A copy of such warning letter(s) shall be sent to the Union at or about the time it is given to the employee.

#### **Section 4**

Warning notice(s) will not be subject to the grievance/arbitration procedures unless and until such warning notice(s) is relied upon to support a subsequent suspension or discharge of the employee.

#### **Section 5 – Employee Investigation**

Any employee on the Company's premises for purpose of investigating a grievance or for any other purpose for which the Company has given its permission will be subject to the same rules of conduct expected of all other employees.

#### **Section 6 – Company Rules**

The Company shall have the right to make reasonable rules and regulations and to change such rules and regulations, provided such rules and regulations are not in conflict with any of the provisions of this Agreement. The Company will provide the Union with a copy of all such rules and regulations.

#### **Section 7 – Just Cause**

The just cause provision of this Article applies only to regular employees (not to casuals) who have completed their probationary period, either under this Agreement or under a different agreement with the Company. Prior to completion of the probationary period, provisions of Article XIII, Section 1, apply to terminations.

#### **Section 8 – Reasonable Suspicion**

The Company reserves the right to require an employee who is reasonably suspected of being under the influence of alcohol or drugs while working to take an alcohol and/or drug test. Refusal to take the test will result in immediate termination. The Company will bear the cost of any such test if not otherwise covered by insurance.





#### ARTICLE XIV – GRIEVANCE PROCEDURE

##### Section 1 – Definition of a Grievance

A grievance is defined as a claim or dispute with the Company by the Union, an employee or group of employees involving an alleged violation by the Company of the terms of this Agreement. All grievances shall be handled strictly in accordance with this Grievance Procedure, unless otherwise mutually agreed. There shall be no retaliation or discrimination against an employee for filing a grievance.

Step 1 – In order for a warning, notice, suspension or discharge to be valid, it must be issued no more than ten (10) working days after the Company first has knowledge of the facts giving rise to the discipline. The Union shall have the right to present to the Company, in writing, within ten (10) working days from the time of the occurrence giving rise to the dispute, a grievance setting forth any claim, dispute or grievance arising under this Agreement which the Union believes the Company has violated. If the employer has not received a written grievance within ten (10) working days, the matter will be deemed waived, cannot be grieved any time in the future, and will not be subject to the arbitration procedure set forth in this section at any time in the future. If the Company fails to meet with a Union representative within 10 days of a grievance, the disciplinary action will be void. However, the Company and Union may mutually agree, in writing, to extend beyond ten (10) working days the Union's time to present a written grievance. In any situation where an employee receives written notice of disciplinary action, the Company must inform the employee in writing that he/she has ten (10) days following receipt of the notice to submit a written grievance to the Employer or the employee otherwise waives the right to challenge that disciplinary action through the grievance and arbitration process. If the Company fails to give the employee such written notice, the ten (10) day grievance filing period shall be extended until proper notice has been given.

Step 2 – The parties will meet within ten (10) days following the Company's receipt of the written grievance. For the purpose of preparing for the grievance procedure, the parties will cooperate by providing any supporting documents that exist that are relevant to their position. The Company will provide a written answer to the grievance within ten calendar days after said meeting.

Step 3 – If the grievance is not resolved at Step 2, it shall be submitted to a joint committee of Union and Employer representatives. Grievances involving pay irregularities shall not exceed a period of more than forty-five (45) days prior to the date of filing, unless the failure to file such grievance earlier shall be justified by good cause.

The joint committee of Union and Employer representatives referred to in the above paragraph will be an adjustment panel. The adjustment panel shall meet on a regularly scheduled day once a month to be determined by the parties. The adjustment panel shall be established for the purpose of hearing and deciding disputes which arise and are presented during the term of this Agreement and which involve the interpretation or enforcement of any of the sections of this Agreement or the terms or provisions of agreements between the parties supplementary hereto. The panel shall consist of two (2) representatives selected by the Union and two (2) representatives selected by the Employer. The two persons selected by the Union to serve as members of the adjustment panel shall not include persons on the payroll of the Employer involved in the dispute. The adjustment panel shall elect a chairperson and secretary to adopt rules of procedure, as attached. A majority decision by the adjustment panel shall be final and binding.

Panel members for the Union shall not be employed by Local 315. The Employer panel members shall not be from where the grievance was generated.

Step 4 – If the above joint committee fails to issue a final and binding decision due to a deadlock, then in order to proceed to arbitration, the Employer or Union must request arbitration within five (5) calendar days of receipt of written notice of deadlock.



## ARTICLE XV – ARBITRATION

### Section 1

If arbitration is requested in accordance with the above requirements, the parties shall contact the designated arbitrator. The parties agree to the selection of a mutually agreed upon arbitrator, who shall meet every other month on a regularly scheduled basis in the event that the dispute is not settled by the Joint Labor-Management Committee. The permanent arbitrator shall not be changed for a minimum period of one (1) year. In the event that either party wishes to change arbitrators and after completion of the one (1) year period, the party wanting the change must notify the other party by Certified Mail not later than thirty (30) days before the expiration of the one (1) year period.

### Section 2

Jurisdiction of the arbitrator is limited to:

- a. The rendition of a decision or award which in no way modifies, adds to, subtracts from, changes or amends any provision of this Agreement; and
- b. The rendition of a decision or award which is not retroactive to a date preceding the time of events giving rise to the grievances; and
- c. The rendition of a decision or award in writing which shall include a statement of reasoning and grounds upon which such decision or award is based; and
- d. The rendition of a decision or award based solely on the evidence and arguments presented to the arbitrator by the respective parties in the presence of each other and the arguments presented in the written briefs, if any; and
- e. The rendition of a decision or award within thirty (30) calendar days of the final submission of the case to the arbitrator, provided that such time period may be extended by both parties.

### Section 3

Any dispute which is based on the events that occur after the termination of the Agreement is expressly excluded from the jurisdiction of the arbitrator, unless the parties agree otherwise.

### Section 4

The decision and award of the arbitrator within the limits herein described shall be final and binding upon the Company and the Union, except that either party may petition the court for an order vacating or confirming the award, as provided by law.

### Section 5

The arbitration fees and expenses, and any FMCS administrative fees, shall be shared equally by the parties. Each party will bear its own legal expenses and costs incidental to the presentation of this case.

## ARTICLE XVI – HEALTH AND WELFARE

### Section 1

A) The Company agrees to utilize Teamsters Benefit Trust Plan 1 (which includes employee and dependent's hospital-medical coverage, dental, vision care, prescription drug coverage and supplemental retiree coverage). Upon execution of this contract, the Company agrees to pay the current amount of TBT Plan 1 up to Twenty-Two Hundred Forty-Three Dollars (\$2,243.00) per employee per month for each employee who works eighty (80) hours or more in the month. Effective January 1<sup>st</sup> of each contract year, the Company



will be responsible for the following capped increases. Any increases above the listed caps below will be paid by the employee through payroll deductions. The following increases are as follows:

- B) **Effective 1/1/2021**, the Employer agrees to contribute up to \$2,333.00 per employee for this contract term.
- C) **Effective 1/1/2022**, the Employer agrees to contribute up to \$2,425.00 per employee for this contract term.
- D) **Effective 1/1/2023**, the Employer agrees to contribute up to \$2,522.00 per employee for this contract term.
- E) **Effective 1/1/2024**, the Employer agrees to contribute up to \$2,623.00 per employee for this contract term.
- F) **Effective 1/1/2025**, the Employer agrees to contribute up to \$2,728.00 per employee for this contract term.

**Section 2**

- A) Unused monies from the prescribed caps referenced above may be used to fund the RSP increases or PPA surcharges as described in Article XXI, Section 4.
- B) In addition, the Company agrees to pay the current amount of Seven Hundred Eighty-Eight and 57/100 Dollars (\$788.57) to the Teamsters Benefit Trust Retiree Security Plan (RSP) per employee per month for each employee who works eighty (80) hours or more in the month. The Company is responsible for a maximum payment of:

<u>EFFECTIVE DATE</u>	<u>AMOUNT</u>
Jan. 1, 2021	\$830.00
Jan. 1, 2022	\$872.00
Jan 1, 2023	\$915.00
Jan. 1, 2024	\$958.00
Jan. 1, 2025	\$1,001.00

The balance will be paid by the employee through unused money from health and welfare caps and/or payroll deduction as described below.

C) If unused monies from the above listed health and welfare caps are insufficient to maintain the level of benefits, the Employees shall be responsible for the excess costs for health and welfare and RSP in the form of increased payroll deductions. However, at any time during this Agreement, the Company and Union may mutually agree to substitute an alternative medical plan for the TBT Plan 1 as long as the coverage is equivalent to that provided by TBT Plan 1. If there is a disagreement regarding the equivalency of the plan, the matter will be decided by a mutually agreed upon mediator or arbitrator in accordance with the provisions of the Grievance and Arbitration procedures. In the event of a change in the Plan, the RSP will remain intact.

D) "Employee" shall mean any employee who been on the payroll of the Company continuously for a period of thirty (30) days or more and having worked eighty (80) hours or more in the preceding month with benefits commencing on the first day of the month.

E) If the Company fails to pay for the insurance and health and welfare benefits as provided herein, the Company shall be held personally responsible for the employees and their dependents as covered by the Plan for the benefits which would have been provided by such insurance coverage.



F) The Company agrees that monthly payments, when required, will be forwarded to the Trustees of the appropriate Funds before the tenth (10<sup>th</sup>) day of each month. The Company agrees to remit these payments to the appropriate area administrative office by the date designated by that office and monies received after that date shall be considered delinquent. All checks, when required, shall be made out and correspondence concerning the plan shall be sent to the appropriate Funds.

#### ARTICLE XVII – SICK LEAVE

##### Section 1

All full-time regular employees shall receive ten (10) days of sick leave with pay each year, commencing with the first day of illness. All regular full-time employees shall be eligible for sick leave on a prorated basis after four (4) months of service with the Company, retroactive to the date of employment. Sick leave pay shall be payable for days falling during the work week only. The anniversary date will be January 1<sup>st</sup> each calendar year.

##### Section 2 – Unused Sick Leave

A) Unused sick leave shall be granted once each year to each full-time regular employee in cash at the current daily rate. The cash payment shall occur by the second week of December each year.

B) On resignation, discharge or death, an employee or his estate shall collect cash payment for all unused accumulated sick leave.

##### Section 3

There shall be no accumulation of sick leave. All sick leave earned must be taken in the year in which earned, paid off or taken as time off in accordance with the provisions of Section 2 of this Article.

##### Section 4 – On-the-Job Injury

In the event of a disabling injury on the job, an employee shall be entitled to a full day's pay for the day of the injury.

##### Section 5

In cases where an employee is entitled to receive weekly disability benefits under either the California Unemployment Compensation Act or the California Workers' Compensation Act, the employee shall receive the full disability benefit payment plus such portion of earned sick leave pay that shall equal, but in no event, exceed the employee's regular pay.

##### Section 6 – Absenteeism

A) It is essential to the success of the Company and to the security of everyone's job that productivity schedules are met on time and that our customers receive consistent, uninterrupted services. To accomplish these objectives, regular and prompt attendance at work is required of all employees.

B) If an employee finds it necessary to be absent or tardy, that employee must notify his or her supervisor no later than one hour prior to his or her starting time.

C) Notification received from another employee, friend or relative is not considered proper, except under emergency conditions.

D) If an employee fails to give adequate notice or if notice is given and the Company considers the reason unacceptable, the employee will be charged with an unexcused absence or tardy.

E) An employee will not receive an unexcused absence for any day for which the employee has accrued unused sick leave available unless a pattern of absences develops.



- F) Unexcused absences and tardiness will be handled in the following manner upon the employees return to work.
1. The employee must report to his or her supervisor and disclose the reason for the absence or tardiness:
    - a. If the supervisor accepts the reason as valid, no penalty will be imposed.
    - b. If the reason is not acceptable, the absence will be considered unexcused and the employee will be disciplined in accordance with the following rules.
  2. An employee who has two unexcused absences and/or tardiness will receive a written warning letter. A third unexcused absence or tardy will be cause for a second written warning letter and a three day suspension with no pay. A fourth unexcused absence or tardy will be grounds for immediate termination.
  3. No Call-No Show is defined as the failure of an employee to call in by the start of their scheduled work shift and show up to work. In the event an employee fails to call in and show up to work on a regularly scheduled workday, that employee will receive no pay or paid time off benefits and will receive a warning letter. On the second No Call-No Show, that employee will be suspended without pay for two (2) working days. On the third No Call-No Show within a rolling 12-month period, the employee will be terminated.
- G) At the sole discretion of management, the disciplinary actions described above will be waived if an employee can show extraordinary circumstances.

#### Section 7

The employee is entitled to ten days of sick leave, five days with a doctor or case nurse's excuse and five without. In order to qualify for payment on five (5) days of sick leave, the employee must submit an acceptable form of doctor's excuse within one day of return to work. Acceptable excuses are those that indicate that a doctor or case nurse has seen the employee. Excuses that are submitted more than one day after return and that don't reflect that the employee was actually seen by a doctor or case nurse will not be accepted. Employees may use additional unpaid sick days for personal reasons.

### ARTICLE XVIII – LEAVE OF ABSENCE

#### Section 1 – Approved Leave

- A) The Company shall comply with the provisions of the Family Medical Leave Act and the Pregnancy Disability Act.
- B) All requests for leaves of absences will be approved by the Company and a copy of the approval to be sent to the Union. Any employee desiring a leave of absence from his employment shall give ten (10) days written notice to his Company and must receive prior approval from the Company before taking the leave. Except as otherwise provided for in this Agreement, leaves of absence shall be for thirty (30) day periods and shall be granted by the Company on the basis of one (1) thirty (30) day period for every three (3) years.
- C) Extensions to the above leaves of absence can only be secured by written permission from the Company. Regular leaves of absence and such extended leaves of absence as may be granted may not exceed a maximum period of six (6) months provided, however, any leave of absence in excess of thirty (30) days can only be taken upon written permission of the Company. During an approved leave of absence, the employee shall not engage in gainful employment in the same industry.
- D) Any employee who has utilized his right to a leave of absence as spelled out above will not be entitled to another leave of absence, except for medical reasons, for a period of three (3) years. Extensions of



approved leaves of absence when requested during the course of a leave of absence require approval of the Company.

- E) An employee who is unable to work because of sickness or injury shall be deemed to be on a leave of absence. Such leave shall not exceed two (2) years, except with written consent of the Company.
- F) A leave of absence as provided above shall not result in the loss of seniority rights.
- G) Employees going on leaves of absence are expected to maintain their membership in the Union in good standing.

**Section 2 – Effect on Vacation / Holidays**

- A) Time off in excess of fourteen (14) working days in a calendar month due to an approved leave of absence other than illness or injury shall cause an employee to lose vacation credit for that month.
- B) All regular employees off the job due to illness or off-the-job injury shall accumulate vacation rights and holiday pay beginning with the date of illness or off-the-job injury and continuing to the end of the month and thirty (30) days thereafter.
- C) All regular employees off the job due to an on-the-job injury shall accumulate vacation rights uninterrupted for a period of one (1) year.
- D) All regular employees off the job due to an on-the-job injury shall accumulate holiday pay uninterrupted for a period of ninety (90) days.

**Section 3 – Health and Welfare When on Leave**

The employee shall make suitable arrangements for continuation of health and welfare payments consistent with the Health and Welfare policy or request discontinuance of his Health and Welfare before the leave is approved by the Company.

**ARTICLE XIX – GENERAL PROVISIONS**

**Section 1 – The Driver's Responsibilities**

- A) The driver's responsibilities include checking the oil, water, tires, fuel, lights, making screen repairs, a visual check and reporting problems with the truck.
- B) However, the truck shall be cleaned inside the cab and outside at least once every two (2) weeks.
- C) No employees will use any truck other than his regular one unless specifically assigned one.
- D) The Employer will treat employees with dignity and respect at all times. Employees will also treat each other as well as the Employer with dignity and respect.

**Section 2 – Subcontracting**

- A) For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or service of the kind, nature or type covered by, presently performed or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other plant unless otherwise provided in this Agreement.
- B) The Employer may subcontract work in the case of a proven emergency, when all of its regular seniority employees are working in their bid classification or available equipment is utilized. Overflow work may be performed by other than the Employer's employees, provided that this shall not be used as a subterfuge to violate the provisions of this Agreement.



**Section 3 – Uniforms & Safety Equipment**

- A) The Company agrees to furnish one set of quality rain gear per year to each employee on October 1<sup>st</sup> of each year and twelve (12) pairs of good quality gloves per year to each employee.
- B) Safety boots and uniforms must be worn at all times.
- C) The upkeep and laundry of uniforms must be borne by the Company.
- D) The Company will pay for up to one (1) pair of qualified safety boots per year per employee on an as-needed basis, and the Company will reimburse the employee for the entire cost of resoling boots as may be necessary.
- E) Specifications of qualified boots are in the Company rules and regulations.
- F) The Company will furnish prescription safety glasses upon request. Employee must return old safety glasses in order to receive new ones.
- G) Employees must return old equipment in order to receive new equipment.

**Section 4**

- A) The Company agrees to furnish a list of its Union Local #315 employees to the Union upon demand.
- B) At the sole discretion of the Employer, an employee may be allowed to work under certain conditions if they lose their license for a period of 1 year or less. Conditions are: complete TAP, use as needed in the pool in a helper position; understanding they would lose their bid route; employee would be subject to drug and/or alcohol testing at the Employer's discretion for a period of three (3) years. Each case will not be precedent setting.
- C) The Employer has advised the Union of its intent to install Video Event Recorders and GPS devices in all of their vehicles, including all types of vehicles driven by employees in classifications covered under the Collective Bargaining Agreement. The parties agree and understand that current and future technology may be needed to meet customer, operational and competitive demands. No employee shall be disciplined if such discipline is based solely upon information received from a Video Event Recorder or GPS device or any successor system unless the employee engaged in dishonesty as outlined in this Agreement or the employee violated federal or state law. Any such discipline is subject to Article XIII of the Collective Bargaining Agreement. The Employer will advise the employee before an investigatory interview that there is video or GPS evidence pertaining to the matters to be discussed.

The Company may implement paperless communications technology for dispatch-driver coordination and routing via in-vehicle computer tablets as it deems necessary, both as to the decision and the effects.

**ARTICLE XX – EMPLOYEES AT RISK – MANAGEMENT POLICY**

**Section 1**

The purpose of this policy is to address corrective and disciplinary action with regard to employees involved in **preventable** accidents and/or injuries.

OFFENSE	TIME FRAME	CORRECTIVE ACTION
<i>First Preventable Incident</i>	Within 6 months	Written Warning Corrective Measures
<i>Second Preventable Incident</i>	Within 12 months	Written Warning 1-day Suspension Without Pay Corrective Measures



<i>Third Preventable Incident</i>	Within 12 months	Written Warning 3-day Suspension
<i>Fourth Preventable Incident</i>	Within 12 months	Termination

A) Failure to immediately report any accident, property damage or injury will be cause for immediate termination.

B) Any accident caused by gross negligence, willful misconduct or actions that knowingly place someone at risk will be cause for immediate termination.

**Section 2 – Corrective Measures Are to Include**

Meeting with involved employee, immediate supervisor and general manager to be held within 24 hours of the incident to determine possible cause/contributing factors.

Development of corrective action plan

- a. Type of training/retraining-Classroom/OJT
- b. Target date for completion of training
- c. Follow-up once training/retraining measures have been completed

**Section 3 – Safety**

A) The Union and the Company will cooperate to maintain a safe work environment for all its employees and its customers. Any employee who violates any safety rule or engages in any activity considered by the Company to involve dangerous or reckless conduct toward any person or property shall be subject to discipline, up to and including termination.

B) The Company shall establish a safety committee, comprised of representatives from each classification, to review current policies, review accidents or injuries, and provide feedback to management of their conclusions. The Company will consider the input of the committee to modify or implement rules and to determine disciplinary action.

**Section 4 – Traffic Citations**

A) If an employee loses his license for a period of less than forty-five (45) days, he/she will be suspended without pay for the period of his/her license suspension. Any employee who loses his/her license for a period of forty-five (45) days or more may be terminated. At the sole discretion of the Employer, the employee may be allowed to work under certain conditions if they lose their license for a period of one year or less. Conditions are: completes treatment in the **Teamsters Assistance Program ("TAP")**; would be used as needed in the pool in a helper position; the employee would lose their bid route; employee would be subject to drug and/or alcohol testing at the Employer's discretion for a period of three (3) years. Each case will not be precedent setting.

B) If an employee is cited for driving under the influence, he/she will be assigned a temporary work assignment not to exceed forty-five (45) calendar days. The assignment shall be at the Employer's discretion and direction. If the employee is not acquitted of the DUI citation or if the case is not dismissed by the 45<sup>th</sup> day, the employee's employment will be terminated. In the event the employee is acquitted of the charge or the citation is dismissed after the 45-day period and within six months of having received the citation, he/she will be reinstated without back pay.

**ARTICLE XXI – PENSIONS**

**Section 1 – Company Contributions**





A) The Company shall contribute to the Western Conference of Teamsters Pension Trust Fund, the provisions of which the undersigned parties agree to accept and to abide by the rules and regulations established or as may be established by the Trustees of such Trust Fund, the applicable sum as listed below for each employee covered by this Agreement, from the first compensable hour.

B) For probationary employees, the Employer shall pay an hourly contribution rate of Ten Cents (\$0.10) (\$.09 Basic and \$.01 to PEER/80) during the probationary period as defined in Article XII-Seniority, but in no case for a period longer than ninety (90) calendar days from an employee's first date of hire. Contributions shall be made on the same basis as set forth in Article XXI-Pensions of the Agreement. After the expiration of the probationary period as defined in Article XII-Seniority, but in no event longer than ninety (90) calendar days from an employee's first date of hire, the contribution shall be increased to the full contractual rate.

C) Time paid for but not worked such as holidays, vacation time and sick leave pay shall be considered as time worked for purposes of this Article.

#### **Section 2 – For Employees Covered Under the Transfer Trust Drivers Agreement**

*Effective September 1, 2020*, the Company shall contribute the monthly sum of Fifteen Hundred Seventy-Five Dollars and Fifty-Seven Cents (\$1,575.57) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute \$7.80 per hour from the first compensable hour, plus \$1.29 per hour to fund PEER/80 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Nine Dollars and Nine Cents (\$9.09) per hour.

*Effective September 1, 2021*, the Company shall contribute the monthly sum of Sixteen Hundred Ten Dollars and Twenty-Four Cents (\$1,610.24) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute \$7.97 per hour from the first compensable hour, plus \$1.32 per hour to fund PEER/80 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Nine Dollars and Twenty-Nine Cents (\$9.29) per hour.

*Effective September 1, 2022*, the Company shall contribute the monthly sum of Sixteen Hundred Forty-Four Dollars and Ninety Cents (\$1,644.90) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute \$8.15 per hour from the first compensable hour, plus \$1.34 per hour to fund PEER/80 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Nine Dollars and Forty-Nine Cents (\$9.49) per hour.

*Effective September 1, 2023*, the Company shall contribute the monthly sum of Sixteen Hundred Seventy-Nine Dollars and Fifty-Seven Cents (\$1,679.57) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute \$8.32 per hour from the first compensable hour, plus \$1.37 per hour to fund PEER/80 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Nine Dollars and Sixty-Nine Cents (\$9.69) per hour.

*Effective September 1, 2024*, the Company shall contribute the monthly sum of Seventeen Hundred Fourteen Dollars and Twenty-Three Cents (\$1,714.23) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute \$8.40 per hour from the first compensable hour, plus \$1.40 per hour to fund PEER/80 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Nine Dollars and Eighty-Nine Cents (\$9.89) per hour.

#### **Section 3 – P.E.E.R./80**



- A) The contributions required to provide for PEER/BO shall be paid on the same basis as contributions to the basic plan. The contributions required to provide the Program for Enhanced Early Retirement will not be taken into consideration for benefit accrual purposes under the plan. The additional contribution for PEER must at all times be 16.5% of the basic contribution and cannot be decreased or discontinued any time unless the Company completely withdraws from the Trust Fund with respect to this bargaining unit.
- B) The Company agrees to remit these payments to the appropriate area administrative office by the date designated by that office and monies received after that date shall be considered delinquent.
- C) There shall be no other pension funds under this Agreement or Agreements supplemental hereto.

**Section 4**

Pension Protection Act language will not be effective until January 1, 2013.

In the event that additional contributions to the Fund are legally required to be made by the Employer due to any law, rule or regulation, including the Pension Protection Act ("PPA") or are mandated by the Fund Trustees (the "required contributions"), the Employer will comply with any and all legal obligations to commence making such additional required contributions, provided that the Employer shall offset the added cost in the form of wage reductions. It is the intent of the parties that the total cost to the Employer of the Wage, Health & Welfare and Fringe Benefit package will not be increased above the agreed upon rates during the term of this Agreement as a result of this paragraph.

The Local Union shall notify the Employer of this allocation thirty (30) days prior to its effective date, or, if earlier, when the Fund issues a notification of additional required contributions in maintaining the Fund.

**Section 5 – Delinquent Contributions**

Action for delinquent contributions may be instituted by the Local Union or the Conference of Trustees.

**Section 6 – Posting Notice**

The Company shall post on the employees' bulletin board a duplicate copy of report form sent to the Administrator's office of payments made to the Western Conference of Teamsters Pension Trust Fund on behalf of the employees at the time payments are made.

**ARTICLE XXII – COMPETITION WITH THE COMPANY**

The Company and the Union agree that the employees covered by this Collective Bargaining Agreement are expressly prohibited from engaging in direct competition with the Company. Direct competition with the Company is defined as designing, selling or rendering other products or services similar to those offered by the Company for personal economic benefit or the economic benefit of a competitor employer. Violation of this Agreement will result in disciplinary action up to and including termination.

**ARTICLE XXIII – DRUG AND ALCOHOL POLICY**

**Section 1 – Drug & Alcohol Policy**

- A) The Contra Costa Transfer and Recovery Station has a strong commitment to provide a safe and productive workplace and to establish programs which promote protection of the public we serve. To this end, within ninety (90) days of the effective date of this Agreement, and annually thereafter, the Company will provide an opportunity for substance abuse professionals from Teamsters Assistance Program ("TAP") to conduct an on-site educational program for bargaining unit employees. Such programs will be scheduled on work time for a period not to exceed thirty (30) minutes unless otherwise agreed.
- B) The use of alcohol or drugs can create an unsafe working environment, can result in inefficiency and poor work performance, and can reflect negatively on our Company. Based on our commitment to employee



and public safety, it is the Company's policy to prohibit the use, sale, transfer or possession of drugs or alcohol while on Company property.

C) While the Company has no intention of intruding into the personal lives of its employees, you are reminded that what you do off-duty may impact the operations of the Company. Anyone whose test is positive for the presence of a prohibited substance will be subject to disciplinary action up to and including immediate termination of employment.

D) You will be on Company time when selected to take the test and transportation will be provided.

E) Disciplinary action following random testing or reasonable suspicion testing:

#### Section 2 – Random Drug Test

A) If you are selected for a random drug test or if you are tested because of a reasonable suspicion and the results are positive, you will be terminated immediately.

B) A seniority employee shall be permitted to take a reasonable leave of absence for the purpose of undergoing treatment in an approved rehabilitation program for drug and/or alcohol abuse, provided the leave is requested prior to being selected for random testing or because of reasonable suspicion testing. Such leave of absence shall be for a period of thirty (30) days, unless the treating professional recommends additional time, provided such additional time would not result in a total absence of more than sixty (60) days. Such leave shall be on a one-time basis.

C) The employee may receive accrued sick leave and vacation to be integrated with any state disability payments, but such employee will not earn other pay or benefits during such leave. After such leave, further evidence of drug abuse will be grounds for termination.

D) Employees requesting a return to work shall be required to submit to advance testing whether or not there exists reasonable cause as previously defined for such testing. Failure to comply with those conditions shall result in the employee's immediate termination of his employment. Such cases shall be subject to the grievance/arbitration procedure only to the extent that there may be a question whether the conditions for return to work have been violated.

#### Section 3 – Alcohol Test

A) If the test is positive and the reading is .02 to .039 and it is the first offense in twenty-four (24) months, you will be suspended for twenty-four (24) hours without pay and retrained in this policy. If it is your second offense at this level in a twenty-four (24) month period, you will be terminated.

B) If the test is positive and the reading is .04 or higher and it is the first offense in twenty-four (24) months, you will be suspended for thirty (30) days without pay, pending an evaluation. The evaluation will be done by a substance abuse professional. An agreement establishing conditions of continued employment based on the evaluation will be worked out. You will be retrained in this policy and the substance abuse professional has to approve your return to work. If it is your second offense, you will be terminated.

C) All employees are expected to cooperate in the enforcement of this policy. Because this is a matter of critical importance, employees who refuse to submit to drug and/or alcohol tests or refuse to cooperate with management's investigation of the violation of this policy, shall be terminated.

D) The administration of this policy shall comply with and be determined by the guidelines set by the U.S. Department of Transportation and the Substance Abuse and Mental Health Service Administration ("SAMHSA") or other applicable federal or state laws.

E) As an employee you have a right to expect the Company to provide you a safe workplace and for fellow employees to be drug and alcohol free. We strongly encourage an employee with a drug and/or alcohol problem to seek assistance before their actions violate Company policy.



F) Contact a Safety Manager, General Manager, refer to the Employee Assistance Program ("EAP") in the employees' Need to Know Handbook or contact a Teamsters Assistance Program ("TAP") representative for sources of assistance.

G) Employees who service the Company's customers which have a drug and/or alcohol testing policy which is more strict than the DOT requirements must comply with such policy. However, test results considered positive under such policies will not be the basis for discipline unless discipline would otherwise be warranted under the provisions of the Company's policy as set forth above. An employee not complying with the customer's policy shall be reassigned. Such reassignment shall be within the employee's job classification without the loss of pay and for such time until the employee satisfies the customer's requirement(s) for returning to that customer's location.

**ARTICLE XIV - D.R.I.V.E.**

The Employer will deduct from the paycheck of each employee covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her pay on a weekly basis for all weeks worked, which must be supported by written consent of the employee. The Employer shall transmit to D.R.I.V.E.'s national headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the last four digits of the employee's social security number and the amount deducted from that employee's pay.

**AGREED UPON BY THE UNDERSIGNED PARTIES:**

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 2nd day of FEBRUARY, 2021.

**ALLIED WASTE SYSTEMS, INC.  
[CONTRA COSTA TRANSFER]**

By: [Signature] 2/2/21

Title: General Manager

**INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, LOCAL 315**

By: [Signature]

Title: Sic-Treas



## ATTACHMENT 1

### RULES FOR DISPUTE AND GRIEVANCE PROCEDURES

Meetings shall be held on the (3<sup>rd</sup>) Thursday of each month. The agenda for each meeting must be received by the Employer and Union representatives one week prior to each meeting. Meetings will alternate between the Employer offices and the offices of Teamsters Local 315.

#### Officers

1. There shall be a Chairperson of the Employer members of the Committee and a Chairperson of the Union members of the Committee. The two Chairpersons shall alternate in presiding. Chairperson will serve as Secretary.

#### Filing of Cases

1. All cases to be heard must have received the benefit of all prior stages of the grievance procedure before they are properly before the Mid-Month Labor-Management Committee.
2. Grievances not submitted to the Union Coordinator ten days prior to the scheduled meeting will not be placed on the agenda. However, discharge cases are not subject to the prior time requirement and may be heard by mutual agreement of both parties.
3. The Union Coordinator shall prepare the agenda and submit it to the Employer Chairperson one week prior to each mid-month meeting.
4. The case may be withdrawn at any time by either party.
5. The case may be postponed by mutual agreement of the parties with proper notification to the Union Coordinator.

#### Hearing of Cases

1. Meetings will start promptly at 3:00 p.m.
2. Cases must be called in the order they appear on the agenda. Discharge cases shall be heard first.
3. The Chairperson will call each case in order and if either the Union or Employer is not present, five minutes will be allowed for search of the premises to determine their availability. If the party or parties cannot be found, the case moves to the next step of the grievance procedure.
4. The designation of two (2) voting members of the Union and two (2) voting members of the Employer.
5. Discussion and vote will be handled in executive session. Voting shall be by voice on the formerly stated motion.
6. Executive Session: Only voting panel members will be allowed in executive session.
7. All parties present shall recognize the authority of the Chairperson at all times.
8. Legal counsel shall not be permitted to present cases. They may be present, however, to act in an advisory capacity.



9. Only panel members, persons presenting the case, witnesses and the Chairperson shall be allowed to be present during the hearing of each case.

**Order of Business**

1. Approval of agenda.
2. Hearing of cases.

**Case Presentation Method**

1. Identification of parties and witnesses.
2. Reading of the filing by the Chairperson.
3. Question as to timeliness of the filing and full completion of prior stages of the grievance procedure.
4. The moving party presents its case first. In discharge and suspension cases, the Employer shall always be designated as the moving party for purpose of case presentation.
5. The case will be presented in its entirety by the moving party. The second party will then present its case in its entirety. The moving party shall then have an opportunity to rebut the evidence presented by the second party, but shall introduce no new evidence which the second party did not have the opportunity to meet in the presentation at its case. Upon finishing, the Chairperson will open the hearing for questions. Upon conclusion of the questioning, the moving party will rebut and summarize their position. Upon their conclusion, the second party will do the same.
6. Executive session for deliberation.
7. The decision will be read by a member of the executive panel.
8. Deadlocked cases will be placed on the agenda for the permanent arbitrator's meeting and will be heard or settled by the parties prior to the date of that meeting.

**Amendments**

Additions, deletions and/or amendments may be made by the mutual agreement of both parties. In the event that the parties are unable to reach agreement, the matter shall be submitted to the permanent arbitrator for a binding decision.



**MEMORANDUM OF AGREEMENT**

This Memorandum of Understanding ("MOU") is entered into between Allied Waste Systems, Inc. d/b/a Allied Waste Services of Contra Costa County / Republic Services of Contra Costa County and Contra Costa Transfer (collectively "Allied") and International Brotherhood of Teamsters and Chauffeurs, Warehousemen and Helpers Local Union No. 315 ("Union" or "Teamsters Local 315");

As part of the commitments made to each other to reach agreement on new collective bargaining agreements, the Parties agree that:

1. From the below signing date until August 23, 2025, Article VI Paragraph C, shall be modified to add the following:

C. Any employee(s) participating in any activity prescribed herein shall be subject to disciplinary action, including discharge. Notwithstanding the foregoing, it shall not be a violation of this Article and shall not be cause for discharge or disciplinary action if an employee refuses to go through any lawful primary picket line (which the parties agree does not include any informational, handbill, or consumer boycott picket) established by the Union and/or sanctioned by Teamsters Joint Council No. 7... 2) at Allied's Pacheco, CA and/or Martinez, CA facilities if the picket line is the result of a primary strike by Teamsters Local 315 against the Company based on an expired Collective Bargaining Agreement to which the Company and Teamsters Local 315 are signatories (for purposes of this sentence only, "Company" means Republic Services, Inc., Richmond Sanitary Service, Inc., Solano Garbage Co., Solano Recycling, Allied Waste Services, Inc., Golden Bear Transfer Station, Inc. and West County Resource Recovery). Should, under the foregoing conditions, an employee refuse to go through such a picket line, the Company may utilize a non-bargaining unit employee to service the customers.

D. Allied for its part agrees that it will not lockout the Union or its members during the term of this Agreement.

2. This MOU and its modifications will be effective only through midnight on August 23, 2025 when Article VI, Section 3 shall automatically revert back exclusively to the language in the collective bargaining agreement only and any rights established by this MOU will be completely extinguished.

AGREED TO AND ENTERED INTO BY:

ALLIED WASTE SYSTEMS, INC.  
[CONTRA COSTA TRANSFER]

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, LOCAL 315

By: [Signature] 2/2/21

By: [Signature]

Title: General Manager

Title: Sec-Treas



## Platform Workers Collective Bargaining Agreement

### COLLECTIVE BARGAINING AGREEMENT

Between

ALLIED WASTE SYSTEMS, INC.  
[CONTRA COSTA TRANSFER]

and

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,  
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF  
AMERICA, LOCAL 315

Platform Workers

August 24, 2020 through August 23, 2025







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**ARTICLE I**

**PARTIES AND TERMS OF AGREEMENT**

THIS AGREEMENT is made and entered into this 24th day of August, 2020, between ALLIED WASTE SYSTEMS, INC. [Contra Costa Transfer], hereinafter referred to as the "Company or Employer" and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL NO. 315, hereinafter referred to as the "Union."

**Section 2**

This Agreement shall become effective August 24, 2020, and shall continue in full force and effect through August 23, 2025, inclusive, and thereafter it shall be considered automatically renewed for successive periods of twelve months unless, at least ninety (90) days prior to the end of any anniversary year, either party shall serve notice upon the other that it desires cancellation, revision or modification of any provision or provisions of this Agreement. If either party serves such notice, the parties shall attempt to reach an agreement with respect to the proposed changes. At least forty (40) days prior to the expiration date of the Agreement, the parties shall meet to consider such changes. In the event the parties do not reach a written agreement by the expiration date of this Agreement, then it shall be deemed terminated. The parties can mutually agree in writing to extend this Agreement.

**Section 3**

This Agreement covers only those matters specifically contained herein and supersedes all prior agreements between the Company and the Union, including any letter of interpretation, verbal understanding and/or past practice.

**ARTICLE II- RECOGNITION**

The Company hereby recognizes the Union as the exclusive bargaining representative for all employees covered by this Agreement.

**ARTICLE III – UNION MEMBERSHIP**

**Section 1**

All employees covered by this Agreement shall become and remain members of the Union within thirty-one (31) days after employment or the effective date of this Agreement, whichever is later, and as a condition of continued employment shall maintain their membership in the Union. Membership, for purposes of this provision, will be deemed satisfied by the employee either (i) becoming a member in good standing by paying the uniform initiation fee and monthly dues and charges pursuant to the Union's Bylaws, or (ii) becoming a financial core member and paying an amount equal to the uniform initiation fee and monthly dues without joining the Union, or (iii) paying a service fee which shall be equal to the percentages of the Union initiation fee and monthly dues which reflects the proportion of the amount the Union's collective bargaining expenditures bear to the Union's total expenditures, provided that employees choosing this option shall notify the union in writing.

**Section 2 – Payroll Deductions**

A) Upon being furnished with an appropriate authorization form executed by an employee, the Employer shall deduct from that employee's pay, in the amount stated, the following: (1) initiation fees, dues, assessments and fines as established by the Union, and (2) allotments to be made to a credit union as identified in the authorization. Such deductions shall be remitted to the recipient as stated in the authorization, no later than the last day of each month, and payments to the Union should be remitted to the office of Union Local 315, 2727 Alhambra Avenue., Martinez, CA 94553, by the 15<sup>th</sup> of each month following the month for



which the deductions have been made, together with a list of employees for whom deductions have been made.

- B) Deductions for the initiation fee shall be at the rate of no less than \$75 a week.
- C) Dues shall be deducted from employees classified as "casuals" on the first day worked in any month that they are employed as a non-seniority employee. Deduction authorization forms shall be made available to casuals at the time of their original hire.

#### **ARTICLE IV – MANAGEMENT RIGHTS**

##### **Section 1 – Listings of Management Rights**

The Company reserves the right to operate and manage all operations of the Company and to direct the workforce of the Company including, but not limited to, the right to plan, direct and control operations; to establish work and quality standards; to perform periodic evaluations of employee job performance and to make employment decisions based on the results of such evaluations; to determine and select the equipment to be used in the Company's operations, and from time to time, change or discontinue the use of any equipment and select new equipment for its operations, including equipment for new operations; to discontinue or move its business or operations in whole or in part; to determine and, from time to time, redetermine the methods, processes and materials to be employed; determine the nature and format of the programs to be produced, purchased or presented, and determine the extent to which such programs will be produced or presented by its employees; the scheduling of productions and the methods, processes and means of productions; the right to hire, select, transfer, promote, suspend and discharge employees; the right to promulgate and enforce reasonable rules; and the right to lay off employees from duty by seniority because of lack of work or other legitimate reasons.

##### **Section 2 – Recognition of Management Rights**

- A) The Union recognizes the express provisions of this Agreement as constituting the only limitations, other than limitations of state and federal laws, upon the Company's right to manage its business. All management rights not curtailed or surrendered by this Agreement are reserved to the Company and the Company has the right to take any steps necessary to maintain efficient and profitable operations, subject only to the express provisions of this Agreement.
- B) The Union agrees to respect the rights of the Company to conduct and supervise its business as long as it does not conflict with wages, hours, terms and conditions of this Collective Bargaining Agreement.

#### **ARTICLE V – UNION REPRESENTATIVE AND BULLETIN BOARDS**

##### **Section 1**

An accredited representative of the Union may visit the Company's facility during normal business hours with reasonable advance notice to the General Manager or his/her designee to assist the settlement of grievances and to observe the administration of the contract. This privilege will be observed so as not to interfere with an employee's work unless the matter is of such urgency that it cannot wait until after the employee is finished working. The Company shall not deny an accredited representative's visit pursuant to this paragraph except for reasonable, legitimate business reasons, and then only if the Company's representative offers the earliest alternative time that is reasonably available.

##### **Section 2**

Before beginning his/her business at the facility, the accredited representative shall first announce his/her arrival to the General Manager or his/her designated representative if they are available. Such representative shall not interfere in any way with or interrupt the operation of the Company's business, cause any lost time



by employees during such visit, or conduct Union business or meet with employees who are on the clock, unless the matter is of such urgency that it cannot wait until after the employees are finished working.

The Company will provide a copy of all written discipline to a Steward.

### Section 3

A) Stewards shall be provided for at the option of the Union, such stewards to be selected by the employees on the job. The duties of the Steward shall be to report to the Union any and all grievances which may arise and cannot be adjusted on the job. There shall be no discrimination of any kind against the Steward because of union activities.

B) A Steward who is on disability or other leave of absence will be accompanied by a Union Business Agent at all times when on Company property conducting union business.

### Section 4

A) The Company agrees to provide an enclosed bulletin board which may be used by the Union for posting official Union notices and a seniority list updated by the Company every six months.

B) The Company will keep one key and the business representative or shop steward will keep the other key. There shall be no other general distribution or posting by employees of any kind of literature upon Company property other than as herein provided without permission of the Company.

C) All such notices shall be on Union letterhead and signed by an authorized representative of the Union. There shall be no other general distribution or posting by employees of any kind of literature upon Company property.

### Section 5 – Official Union Security

Any employee who is elected or officially appointed to office in the Union, which office requires his absence from the Company's service, shall be granted a leave of absence not to exceed three (3) years, without loss of seniority, entitling him upon retirement from such office to reinstatement consistent with his seniority. Employees on such leave shall not be eligible for any benefits under this contract.

### ARTICLE VI – NO STRIKES

A) There shall be no strikes (including sympathy or wildcat strikes), sit-downs, slow-downs, work stoppages, boycotts or honoring a picket line except as described herein during the term of this Agreement by the Union, its officers, agents and members, or by the employees.

B) The Union agrees that it will not authorize, ratify or condone any strike or any other picket line activity described herein. In the event of any strike not authorized, ratified or condoned by the Union, the Union and its officers, agents and representatives will make every good faith effort to end such activity.

C) Any employee(s) participating in any activity proscribed herein shall be subject to disciplinary action, including discharge. Notwithstanding the foregoing, it shall not be a violation of this Article and shall not be cause for discharge or disciplinary action if an employee refuses to go through any lawful primary picket line (which the parties agree does not include any informational, handbill or consumer boycott picket) established by the Union and/or sanctioned by Teamsters Joint Council No.7 at any property other than an "Allied" property or facility. Should, under the foregoing conditions, an employee refuse to go through such a picket line, the Company may utilize a non-bargaining unit employee to service the customers.

D) The Company for its part agrees that it will not lockout the Union or its members during the term of this Agreement.



**ARTICLE VII – WAGES AND HOURS**

**Section 1 – Wages**

A) The wages listed below shall be effective August 24<sup>th</sup> of each contract year:

All	Current	8/24/20	8/24/21	8/24/22	8/24/23	8/24/24
Operators	\$33.06	\$34.01	\$34.96	\$35.91	\$36.86	\$37.81
Scale House Operator	\$25.02	\$25.97	\$26.92	\$27.87	\$28.82	\$29.77
Laborers	\$24.88	\$25.83	\$26.78	\$27.73	\$28.68	\$29.63

The employees may divert monies from wages or future wage increases to the Western Conference of Teamsters Pension Trust Fund.

B) There will be a separate wage scale for all Operators covered by this Agreement. That wage schedule will be an amount that is 85% of the rates set forth above for the employees' first six months of employment, an amount that is 90% of the regular wage schedule for the employees' second six months of employment, 95% of the regular wage schedule for the next six months of employment and 100% of the regular wage schedule thereafter.

C) **Wage Premium** – Employees will receive a one dollar (\$1.00) per hour premium to their straight-time rate for hours performed training another employee or serving as foreman. The Company shall have discretion without regard to seniority in the selection of persons as trainers and foremen.

**Section 2 – Start Time**

A) The Company shall have the exclusive right to establish new shifts in addition to the shifts in effect at the time this Agreement was executed and to assign employees covered by the Agreement to any shift subject to forty-eight (48) hours' notice.

B) The Company shall have the exclusive right to establish and, from time-to-time, change the hours for the commencement of work for shift, for different job classifications and for individual employees within each job classification subject to forty-eight (48) hours' notice.

C) No employee will be permitted to start work prior to his scheduled starting time without the expressed permission from his immediate supervisor on duty.

**Section 3 – 10 Hour Shift**

A) The Company may, at its sole discretion, establish a four (4) day workweek with three (3) consecutive days off in any week for a Scale House Operator. Should a four (4) day workweek be established by the Company for a Scale House Operator, the parties agree that overtime and holiday pay should be calculated as follows:

B) Overtime shall consist of time and one-half (1½) after ten (10) hours and double time (2) after twelve (12) hours in each day.

C) Time and one-half (1½) on the employee's fifth (5<sup>th</sup>) and sixth (6<sup>th</sup>) days after completing forty (40) hours work in the calendar work week.

D) Double time (2) the regular rate of pay on the seventh (7<sup>th</sup>) day after completing forty (40) hours work in the calendar work week.

E) **Holiday Pay** – If a Scale House employee works a holiday, the employee will be paid time and one-half (1½) for the hours worked and the eight (8) hours of holiday pay. If an employee does not work the holiday, due to scheduling or closure of the facility, the employee will receive ten (10) hours of holiday pay.



F) Because of the peculiar nature of the scavenger business, the daily starting time shall be left to the discretion of the Company. However, the starting time for the day shift shall be between 6:00 a.m. and 9:00 a.m.

G) The starting time for the second shift will be between 3:00 p.m. and 6:00 p.m.

H) Notwithstanding anything else to the contrary, the starting times for Scale House Operators shall be designated and, from time-to-time, changed by the Company to start between the hours of 3:30 a.m. and 9:00 a.m.

#### Section 4 – Hours

A) All regular employees, except as noted below, shall be guaranteed eight (8) hours per day and forty (40) hours per week, Sunday through Thursday, Monday through Friday, and Tuesday through Saturday, provided the employee has worked the five (5) days of his regularly scheduled workweek.

B) The regular workday for all employees shall be eight and one-half (8½) hours per day and forty (40) hours per week, with a one-half (½) hour unpaid lunch. Employees will be entitled to two (2) fifteen (15) minute breaks to be taken halfway through the first and second four hours of employment. These breaks will not be combined or taken with lunch. However, by mutual agreement between the Company and a Scale House employee, the Company may designate that both fifteen (15) minute breaks be taken in conjunction with their thirty (30) minute lunch for a total of one (1) hour between their second (2<sup>nd</sup>) and eighth (8<sup>th</sup>) hour of their workday or designate that their lunches and breaks be taken at the beginning or the end of the shift.

C) Nothing in this article, section or anywhere in this Collective Bargaining Agreement shall be interpreted to place a limitation on the hours of work per day or per week consistent with DOT regulations.

#### Section 5 – Higher Wages

A) An employee receiving a higher rate of pay shall not suffer a reduction in pay by reason of the execution of this Agreement.

B) Employees who work any shift other than the day shift shall receive twenty-five cents (\$0.25) per hour premium pay.

#### Section 6 – Overtime

A) Overtime at the rate of time and one-half (1½) shall be paid for all work performed after eight (8) hours in any one day or forty (40) hours in any one week.

B) Employees called for work on the 6<sup>th</sup> day following the employee's regularly scheduled work week of forty (40) hours shall be guaranteed eight (8) hours' pay at time and one-half (1½).

C) Employees called to work on the 7<sup>th</sup> day following the employees regularly scheduled forty (40) hour work week shall be guaranteed eight (8) hours' pay at the rate of double (2) time. The employees must have worked their previous five (5) workdays in the work week to qualify for the sixth (6<sup>th</sup>) and/or seventh (7<sup>th</sup>) day of overtime pay.

D) Overtime shall be assigned on the basis of seniority. Employees shall not unreasonably refuse to work overtime. It is understood that working overtime is mandatory.

E) After the Company posts a bid for overtime work and there are not enough volunteers to fill the position, the Company may use inverse seniority to fill the rest of the positions.

F) To be compensable, overtime must be worked in accordance with the Company's assignment or prior authorization by the Company. Employees who feel overtime is needed to complete their work shall request prior authorization from the Company. Such authorization may be secured by a telephone call to the Company



if the employee is not on the Company's premises. Such call for overtime authorization will be made by the employee at least one (1) hour prior to the employee's regular quitting time. Failure to secure such prior authorization will result in the denial of payment for overtime worked.

**Section 7- Pay Period**

The bargaining unit shall be paid weekly for their labor. Any payroll errors will be paid the next pay period.

**Section 8 - Equipment**

A) The Operator's responsibilities include cleaning and checking the equipment as required by the Company.

B) All employees who are required to operate must have a valid California driver's license.

**Section 9 - Cost of Living**

There shall be no cost-of-living increases for the duration of this Agreement.

**ARTICLE VIII - VACATIONS**

**Section 1 - Vacation Entitlement**

Employees having completed one (1) year of continuous service with the Company shall be entitled to an annual vacation with pay of one (1) week.

Employees having completed two (2) years of continuous service with the Company shall be entitled to an annual vacation with pay of two (2) weeks.

Employees having completed five (5) years of continuous service with the Company shall be entitled to an annual vacation with pay of three (3) weeks.

Employees having completed ten (10) years of continuous service with the Company shall be entitled to an annual vacation with pay of four (4) weeks.

Employees having completed fifteen (15) years of continuous service with the Company shall be entitled to an annual vacation with pay of five (5) weeks.

**Section 2**

A) It is agreed by both parties to the Agreement that employees must take their accrued vacation each year and that no arrangement to work for additional compensation during their earned vacation will be allowed except where mutually agreed by the Company and the Union.

B) However, employees eligible for two (2) weeks vacation or more may, at their option, designate their final week as an optional vacation week and, upon request, be paid a week's pay without taking time off. Pay for this optional week will be calculated as previously referred to in this Section.

**Section 3 - Prorated Vacations**

Any employee who dies, is laid off, terminated or otherwise severs his employment with his Company for any reason prior to the completion of his vacation year, will be paid for all earned vacation. Prorated earned vacation is to be computed proportionate to his years of service.

**Section 4**

A) All accrued vacation pay is to be paid to the employee at the completion of his last shift prior to the commencement of his vacation.



- B) Whenever possible and when desired by the employee, he may stagger or spread his vacation period throughout the year. However, in no case shall any portion of a vacation be less than one (1) week.
- C) Seniority choice of vacation shall be allowed an employee for only one continuous vacation period each year.

**Section 5 – Vacation Selection Procedure**

- A) The vacation schedule shall be posted by December 15<sup>th</sup> of the year preceding the vacation period. All employees will have until January 15<sup>th</sup> to select their vacations. Dispute regarding selection shall be decided by seniority.
- B) The Company retains the right to place a reasonable restriction on the number of employees to be absent at any given time so that vacation scheduling does not interfere with the Company’s operations.

**Section 6 – Holiday Falling During Vacation**

If an employee is on vacation for a week in which a holiday falls, he will receive a day of holiday pay upon his return from vacation.

**ARTICLE IX – HOLIDAYS**

**Section 1 - Holidays**

The following days have been agreed upon as holidays:

- |                        |                                |
|------------------------|--------------------------------|
| New Year’s Day         | Columbus Day                   |
| Martin Luther King Day | Thanksgiving Day               |
| President’s Day        | Christmas Day                  |
| Memorial Day           | Employee’s Individual Birthday |
| Fourth of July         | Two (2) Floating Holidays      |
| Labor Day              |                                |

**Section 2 – Holiday Pay**

- A) These twelve (12) days shall be paid at the rate of straight time if no work is performed, and if worked, they shall be paid at the rate of double time and one-half (2½).
- B) The employee must provide at least two (2) weeks notification in advance of the day to be taken off as a floating holiday and the particular day to be taken off is subject to the Company’s approval.
- C) The Employee’s individual Birthday shall be considered and treated as a holiday and, if worked, employee shall receive double time and one-half (2½). Employee must notify the Company in order to qualify.
- D) Employee’s birthday shall be treated as any other holiday except when the employee’s birthday falls on another holiday Monday through Friday, the employee will receive two (2) days’ pay for the holiday and will not be allowed to work.
- E) The employee must work the day before, the day of and the day after the holiday, unless excused by the Company, in order to receive holiday pay. In the instances where the Company does not work the holiday, an employee must work the day before and the day after the day on which the holiday falls.





## ARTICLE X – SENIORITY

### Section 1 – Seniority

A) In order to obtain seniority, an employee must have worked ninety (90) days during twelve (12) consecutive months. After completing this requirement, the employee shall be deemed a regular employee rather than a probationary employee. As a regular employee, the employee then becomes eligible for benefits as defined herein for regular employees, i.e., health and welfare, holidays, sick day accrual and vacation accrual. The Company is the sole judge during this probationary period (consisting of both the 90-day and twelve month requirement) to continue or terminate the employee. Seniority shall commence on completion of such date. Upon attainment of seniority, an individual shall be considered a regular employee.

B) Terminations during an employee's probationary period shall not be subject to the grievance and arbitration procedure.

### Section 2 – Layoff

A) In reducing the workforce due to slackness of work, the last employee hired within a classification shall be the first employee laid off, and in rehiring the last employee laid off in that classification shall be the first employee rehired, assuming the senior employee possesses the qualifications for the job. The Company has the sole right to determine qualifications. A laid-off employee shall have no right to recall upon the expiration of a twelve (12) month period on layoff.

B) Any employee laid off from a higher classification shall, if he/she chooses to, be able to displace an employee in a lower classification if he/she has more seniority and is qualified to work in that classification.

### Section 3 – Alternate Lists

Alternate lists by category will be maintained. On the date deemed qualified by the Employer, the employee will be placed on the appropriate alternate list for that category, effective as of the date of seniority.

### Section 4 – Vacancies

All open positions shall be offered to full-time, qualified regular employees, in seniority order where the opening becomes available. The qualifications and requirements for the opening shall be posted for five (5) working days, including the rate of pay, and the position will be awarded within five (5) business days of bid closure. Employees shall receive the higher rate of pay during their qualifying period, which shall be no more than thirty (30) working days. Having accepted a bid position, an employee is not eligible to be awarded a new bid position for twelve (12) months except if it is a higher paid position.

## ARTICLE XI – DISCIPLINE AND DISCHARGE

### Section 1

The Company shall not discharge, suspend or take any disciplinary action against an employee without just cause. With respect to discharge, the employee shall have been issued at least three (3) warning notices prior to discharge, except for the charges set forth below:

- a. Insubordination.
- b. Theft.
- c. Proven dishonesty relating to the employee's job duties.
- d. Falsification of time records, driver logs or other official documents.
- e. Misappropriation or unauthorized use of Company property or the property of customers.



- f. Gross negligence in the operation of Company equipment resulting in an accident or injury, damage to the owned or leased property to the Company, its customers or other third-party individuals while on duty or while in a Company-owned or leased vehicle.
- g. Carrying of unauthorized passengers while on the job or operating a Company-owned or leased vehicle.
- h. Possession of a container of alcohol where the seal is broken; use of alcohol on the job; being under the influence of alcohol or drugs while working; possession of illegal drugs on duty; or a violation of the Company's Drug and Alcohol Policy.

#### Section 2 – Warning Notice

In order for a warning, notice, suspension or discharge to be valid, it must be issued no more than ten (10) working days after the Company first has knowledge of the facts giving rise to the discipline. If a letter is postmarked or faxed after 10 working days, it will be considered untimely and dismissed. In the case of a vehicle accident, the Company shall be allowed up to and including fifteen (15) days to investigate an accident. If a letter is postmarked or faxed after 15 working days, it will be considered untimely and dismissed. During the period of investigation, the employee shall remain on the job. Employees shall not be required to sign written reprimands.

#### Section 3 – Union Notification

No employee shall be discharged or suspended for reasons other than those set forth above without first receiving a written warning. Warning notices will not remain in effect for more than nine (9) months. A copy of such warning letter(s) shall be sent to the Union shop steward or business agent of the local at or about the time it is given to the employee.

#### Section 4

Warning notice(s) will not be subject to the grievance/arbitration procedures unless and until such warning notice(s) is relied upon to support a subsequent suspension or discharge of the employee.

#### Section 5 – Employee Investigation

Any employee on the Company's premises for purpose of investigating a grievance or for any other purpose for which the Company has given its permission will be subject to the same rules of conduct expected of all other employees.

#### Section 6 – Company Rules

The Company shall have the right to make reasonable rules and regulations and to change such rules and regulations, provided such rules and regulations are not in conflict with any of the provisions of this Agreement. The Company will provide the Union with a copy of all such rules and regulations.

#### Section 7 – Just Cause

The just cause provision of this Article applies only to regular employees (not to casuals) who have completed their probationary period, either under this Agreement or under a different agreement with the Company. Prior to completion of the probationary period, provisions of Article X apply to terminations.

#### Section 8 – Reasonable Suspicion

The Company reserves the right to require an employee who is reasonably suspected of being under the influence of alcohol or drugs while working to take an alcohol and/or drug test. Refusal to take the test will result in immediate termination. The Company will bear the cost of any such test if not otherwise covered by insurance.



## ARTICLE XII – GRIEVANCE PROCEDURE

### Section 1 – Definition of a Grievance

A grievance is defined as a claim or dispute with the Company by the Union, an employee or group of employees involving an alleged violation by the Company of the terms of this Agreement. All grievances shall be handled strictly in accordance with this Grievance Procedure, unless otherwise mutually agreed. There shall be no retaliation or discrimination against an employee for filing a grievance.

**Step 1** – In order for a warning, notice, suspension or discharge to be valid, it must be issued no more than ten (10) working days after the Company first has knowledge of the facts giving rise to the discipline. The Union shall have the right to present to the Company, in writing, within ten (10) working days from the time of the occurrence giving rise to the dispute, a grievance setting forth any claim, dispute or grievance arising under this Agreement which the Union believes the Company has violated. If the employer has not received a written grievance within ten (10) working days, the matter will be deemed waived, cannot be grieved any time in the future, and will not be subject to the arbitration procedure set forth in this section at any time in the future. If the Company fails to meet with a Union representative within 10 days of a grievance, the disciplinary action will be void. However, the Company and Union may mutually agree, in writing, to extend beyond ten (10) working days the Union's time to present a written grievance. In any situation where an employee receives written notice of disciplinary action, the Company must inform the employee in writing that he/she has ten (10) days following receipt of the notice to submit a written grievance to the Employer or the employee otherwise waives the right to challenge that disciplinary action through the grievance and arbitration process. If the Company fails to give the employee such written notice, the ten (10) day grievance filing period shall be extended until proper notice has been given.

**Step 2** – The parties will meet within ten (10) days following the Company's receipt of the written grievance. For the purpose of preparing for the grievance procedure, the parties will cooperate by providing any supporting documents that exist that are relevant to their position. The Company will provide a written answer to the grievance within ten calendar days after said meeting.

**Step 3** – If the grievance is not resolved at Step 2, it shall be submitted to a joint committee of Union and Employer representatives. Grievances involving pay irregularities shall not exceed a period of more than forty-five (45) days prior to the date of filing, unless the failure to file such grievance earlier shall be justified by good cause.

The joint committee of Union and Employer representatives referred to in the above paragraph will be an adjustment panel. The adjustment panel shall meet on a regularly scheduled day once a month to be determined by the parties. The adjustment panel shall be established for the purpose of hearing and deciding disputes which arise and are presented during the term of this Agreement and which involve the interpretation or enforcement of any of the sections of this Agreement or the terms or provisions of agreements between the parties supplementary hereto. The panel shall consist of two (2) representatives selected by the Union and two (2) representatives selected by the Employer. The two persons selected by the Union to serve as members of the adjustment panel shall not include persons on the payroll of the Employer involved in the dispute. The adjustment panel shall elect a chairperson and secretary to adopt rules of procedure, as attached. A majority decision by the adjustment panel shall be final and binding.

Panel members for the Union shall not be employed by Local 315. The Employer panel members shall not be from where the grievance was generated.

**Step 4** – If the above joint committee fails to issue a final and binding decision due to a deadlock, then in order to proceed to arbitration, the Employer or Union must request arbitration within five (5) calendar days of receipt of written notice of deadlock.



### ARTICLE XIII – ARBITRATION

#### Section 1

If arbitration is requested in accordance with the above requirements, the parties shall contact the designated arbitrator. The parties agree to the selection of a mutually agreed upon arbitrator, who shall meet every other month on a regularly scheduled basis in the event that the dispute is not settled by the Joint Labor-Management Committee. The permanent arbitrator shall not be changed for a minimum period of one (1) year. In the event that either party wishes to change arbitrators and after completion of the one (1) year period, the party wanting the change must notify the other party by Certified Mail not later than thirty (30) days before the expiration of the one (1) year period.

#### Section 2

Jurisdiction of the arbitrator is limited to:

- a. The rendition of a decision or award which in no way modifies, adds to, subtracts from, changes or amends any provision of this Agreement; and
- b. The rendition of a decision or award which is not retroactive to a date preceding the time of events giving rise to the grievances; and
- c. The rendition of a decision or award in writing which shall include a statement of reasoning and grounds upon which such decision or award is based; and
- d. The rendition of a decision or award based solely on the evidence and arguments presented to the arbitrator by the respective parties in the presence of each other and the arguments presented in the written briefs, if any; and
- e. The rendition of a decision or award within thirty (30) calendar days of the final submission of the case to the arbitrator, provided that such time period may be extended by both parties.

#### Section 3

Any dispute which is based on the events that occur after the termination of the Agreement is expressly excluded from the jurisdiction of the arbitrator, unless the parties agree otherwise.

#### Section 4

The decision and award of the arbitrator within the limits herein described shall be final and binding upon the Company and the Union, except that either party may petition the court for an order vacating or confirming the award, as provided by law.

#### Section 5

The arbitration fees and expenses, any FMCS administrative fees, shall be shared equally by the parties. Each party will bear its own legal expenses and costs incidental to the presentation of the case.

### ARTICLE XIV – HEALTH AND WELFARE

#### Section 1

A) The Company agrees to utilize Teamsters Benefit Trust Plan 1 (which includes employee and dependent's hospital-medical coverage, dental, vision care, prescription drug coverage and supplemental retiree coverage). Upon execution of this contract, the Company agrees to pay the current amount of TBT Plan 1 up to Twenty-Two Hundred Forty-Three Dollars (\$2,243.00) per employee per month for each employee who works eighty (80) hours or more in the month. Effective January 1<sup>st</sup> of each contract year, the Company



will be responsible for the following capped increases. Any increases above the listed caps below will be paid by the employee through payroll deductions. The following increases are as follows:

- B) **Effective 1/1/2021**, the Employer agrees to contribute up to \$2,333.00 per employee for this contract term.
- C) **Effective 1/1/2022**, the Employer agrees to contribute up to \$2,425.00 per employee for this contract term.
- D) **Effective 1/1/2023**, the Employer agrees to contribute up to \$2,522.00 per employee for this contract term.
- E) **Effective 1/1/2024**, the Employer agrees to contribute up to \$2,623.00 per employee for this contract term.
- F) **Effective 1/1/2025**, the Employer agrees to contribute up to \$2,728.00 per employee for this contract term.

**Section 2**

- A) Unused monies from the prescribed caps referenced above may be used to fund the RSP increases or PPA surcharges as described in Article XXI, Section 4.
- B) In addition, the Company agrees to pay the current amount of Seven Hundred Eighty-Eight and 57/100 Dollars (\$788.57) to the Teamsters Benefit Trust Retiree Security Plan (RSP) per employee per month for each employee who works eighty (80) hours or more in the month. The Company is responsible for a maximum payment of:

<u>EFFECTIVE DATE</u>	<u>AMOUNT</u>
Jan. 1, 2021	\$830.00
Jan. 1, 2022	\$872.00
Jan 1, 2023	\$915.00
Jan. 1, 2024	\$958.00
Jan. 1, 2025	\$1,001.00

The balance will be paid by the employee through unused money from health and welfare caps and/or payroll deduction as described below.

- C) If unused monies from the above listed health and welfare caps are insufficient to maintain the level of benefits, the Employees shall be responsible for the excess costs for health and welfare and RSP in the form of increased payroll deductions. However, at any time during this Agreement, the Company and Union may mutually agree to substitute an alternative medical plan for the TBT Plan 1 as long as the coverage is equivalent to that provided by TBT Plan 1. If there is a disagreement regarding the equivalency of the plan, the matter will be decided by a mutually agreed upon mediator or arbitrator in accordance with the provisions of the Grievance and Arbitration procedures. In the event of a change in the Plan, the RSP will remain intact.
- D) "Employee" shall mean any employee who been on the payroll of the Company continuously for a period of thirty (30) days or more and having worked eighty (80) hours or more in the preceding month with benefits commencing on the first day of the month.
- E) If the Company fails to pay for the insurance and health and welfare benefits as provided herein, the Company shall be held personally responsible for the employees and their dependents as covered by the Plan for the benefits which would have been provided by such insurance coverage.



F) The Company agrees that monthly payments, when required, will be forwarded to the Trustees of the appropriate Funds before the tenth (10<sup>th</sup>) day of each month. The Company agrees to remit these payments to the appropriate area administrative office by the date designated by that office and monies received after that date shall be considered delinquent. All checks, when required, shall be made out and correspondence concerning the plan shall be sent to the appropriate Funds.

**ARTICLE XV – SICK LEAVE**

**Section 1**

All full-time regular employees shall receive ten (10) days of sick leave with pay each year, commencing with the first day of illness. All regular, full-time employees shall be eligible for sick leave on a prorated basis after four (4) months of service with the Company, retroactive to the date of employment. Sick leave pay shall be payable for days falling during the work week only. The anniversary date will be January 1<sup>st</sup> each calendar year.

**Section 2 – Unused Sick Leave**

- A) Unused sick leave shall be granted once each year to each full-time regular employee in cash at the current daily rate. The cash payoff shall occur by the second week of December each year.
- B) On resignation, discharge or death, an employee or his estate shall collect cash payment for all unused accumulated sick leave.

**Section 3**

There shall be no accumulation of sick leave. All sick leave earned must be taken in the year in which earned, paid off or taken as time off in accordance with the provisions of Section 2 of this Article.

**Section 4 – On-the-Job Injury**

In the event of a disabling injury on the job, an employee shall be entitled to a full day's pay for the day of the injury.

**Section 5 – Absenteeism**

- A) It is essential to the success of the Company and to the security of everyone's job that productivity schedules are met on time and that our customers receive consistent, uninterrupted services. To accomplish these objectives, regular and prompt attendance at work is required of all employees.
- B) If an employee finds it necessary to be absent or tardy, that employee must notify his or her supervisor no later than one hour prior to his or her starting time.
- C) Notification received from another employee, friend or relative is not considered proper, except under emergency conditions.
- D) If an employee fails to give adequate notice or if notice is given and the Company considers the reason unacceptable, the employee will be charged with an unexcused absence or tardy.
- E) An employee will not receive an unexcused absence for any day for which the employee has accrued unused sick leave available unless a pattern of absences develops.
- F) Unexcused absences and tardiness will be handled in the following manner upon the employees return to work.
  - 1. The employee must report to his or her supervisor and disclose the reason for the absence or tardiness:
    - a. If the supervisor accepts the reason as valid, no penalty will be imposed.



- b. If the reason is not acceptable, the absence will be considered unexcused and the employee will be disciplined in accordance with the following rules.
2. An employee who has two unexcused absences and/or tardiness will receive a written warning letter. A third unexcused absence or tardy will be cause for a second written warning letter and a three day suspension with no pay. A fourth unexcused absence or tardy will be grounds for immediate termination.
  3. No Call-No Show is defined as the failure of an employee to call in by the start of their scheduled work shift and show up to work. In the event an employee fails to call in and show up to work on a regularly scheduled workday, that employee will receive no pay or paid time off benefits and will receive a warning letter. On the second No Call-No Show, that employee will be suspended without pay for two (2) working days. On the third No Call-No Show within a rolling 12-month period, the employee will be terminated.
- G) At the sole discretion of management, the disciplinary actions described above will be waived if an employee can show extraordinary circumstances.

#### Section 6

The employee is entitled to ten days of sick leave, five days with a doctor or case nurse's excuse and five without. In order to qualify for payment on five (5) days of sick leave, the employee must submit an acceptable form of doctor's excuse within one day of return to work. Acceptable excuses are those that indicate that a doctor or case nurse has seen the employee. Excuses that are submitted more than one day after return and that don't reflect that the employee was actually seen by a doctor or case nurse will not be accepted. Employees may use additional unpaid sick days for personal reasons.

#### Section 7

The Company has the right to deny sick leave pay and/or take disciplinary action if the employee has developed a pattern of sick leave absences.

#### Section 8

In cases where an employee is entitled to receive weekly disability benefits under either the California Unemployment Compensation Act or the California Workers' Compensation Act, the employee shall receive the full disability benefit payment plus such portion of earned sick leave pay that shall equal, but in no event, exceed the employee's regular pay.

### ARTICLE XVI – LEAVE OF ABSENCE

#### Section 1 – Approved Leave

- A) The Company shall comply with the provisions of the Family Medical Leave Act and the Pregnancy Disability Act.
- B) All requests for leaves of absences will be approved by the Company and a copy of the approval to be sent to the Union. Any employee desiring a leave of absence from his employment shall give ten (10) days written notice to his Company and must receive prior approval from the Company before taking the leave. Except as otherwise provided for in this Agreement, leaves of absence shall be for thirty (30) day periods and shall be granted by the Company on the basis of one (1) thirty (30) day period for every three (3) years.
- C) Extensions to the above leaves of absence can only be secured by written permission from the Company. Regular leaves of absence and such extended leaves of absence as may be granted may not exceed a maximum period of six (6) months provided, however, any leave of absence in excess of thirty (30) days can only be taken upon written permission of the Company. During an approved leave of absence, the employee shall not engage in gainful employment in the same industry.



- D) Any employee who has utilized his right to a leave of absence as spelled out above will not be entitled to another leave of absence, except for medical reasons, for a period of three (3) years. Extensions of approved leaves of absence when requested during the course of a leave of absence require approval of the Company.
- E) An employee who is unable to work because of sickness or injury shall be deemed to be on a leave of absence. Such leave shall not exceed two (2) years, except with written consent of the Company.
- F) A leave of absence as provided above shall not result in the loss of seniority rights.
- G) Employees going on leaves of absence are expected to maintain their membership in the Union in good standing.

**Section 2 – Effect on Vacation / Holidays**

- A) Time off in excess of fourteen (14) working days in a calendar month due to an approved leave of absence other than illness or injury shall cause an employee to lose vacation credit for that month.
- B) All regular employees off the job due to illness or off-the-job injury shall accumulate vacation rights and holiday pay beginning with the date of illness or off-the-job injury and continuing to the end of the month and thirty (30) days thereafter.
- C) All regular employees off the job due to an on-the-job injury shall accumulate vacation rights uninterrupted for a period of one (1) year
- D) All regular employees off the job due to an on-the-job injury shall accumulate holiday pay uninterrupted for a period of ninety (90) days.

**Section 3 – Health and Welfare When on Leave**

The employee shall make suitable arrangements for continuation of health and welfare payments consistent with the Health and Welfare policy or request discontinuance of his health and welfare before the leave is approved by the Company.

**ARTICLE XVII – UNIFORMS AND EQUIPMENT**

**Section 1 – Protective Clothing**

- A) The Company agrees to furnish one (1) set of quality rain gear each year and good quality gloves each year to each employee on an as-needed basis, provided the employee turns in the used gloves.
- B) The Company will pay for up to one (1) pair of qualified safety boots per year per employee on an as-needed basis, and the Company will reimburse the employee for the entire cost of resoling boots as may be necessary. Specifications of qualified boots are in the Company rules and regulations.
- C) The Company will furnish prescription safety glasses upon request.

**Section 2 – Upkeep of Uniforms**

The upkeep and laundry of uniforms must be borne by the Company. The Company shall reserve the right to enforce the proper wearing of all assigned uniforms in performance of job duties. Uniforms are required. If the Company requires uniforms and/or safety shoes, the Company will furnish the uniforms and be responsible for the cost of the cleaning.

**ARTICLE XVIII– GENERAL PROVISIONS**

**Section 1**

- A) The Company agrees to furnish a list of its employees to the Union upon demand.





- B) Where the employee is required to take a physical examination, the Company shall bear the cost of said examination unless it is otherwise covered by insurance.
- C) No employee will use any equipment unless specifically assigned.
- D) The Employer will treat employees with dignity and respect at all times. Employees will also treat each other as well as the Employer with dignity and respect.
- E) The parties agree and understand that current and future technology may be needed to meet customer, operational and competitive demands. As a result, the parties further agree that the Company may, after advanced written notice to the Union, install in its vehicles or facilities, institute and implement any technological observation or other management tool system that it deems appropriate in furtherance of its business. However, the Company may not use any data collected through the use of technology or equipment installed pursuant to this section for any purpose related to driver monitoring or discipline, until after completion of good faith negotiations with the Union for no less than ninety (90) business days, which may be extended by mutual agreement. The ninety (90) business day period shall commence from the first scheduled meeting between the parties.

**Section 2 – Subcontracting**

- A) For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or service of the kind, nature or type covered by, presently performed or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other plant unless otherwise provided in this Agreement.
- B) The Employer may subcontract work in the case of a proven emergency, when all of his its regular seniority employees are working in their bid classification or available equipment is utilized. Overflow work may be performed by other than the Employer’s employees, provided that this shall not be used as a subterfuge to violate the provisions of this Agreement.

**ARTICLE XIX – EMPLOYEES AT RISK – MANAGEMENT POLICY**

**Section 1**

The purpose of this policy is to address corrective and disciplinary action with regard to employees involved in preventable accidents and/or injuries.

OFFENSE	TIME FRAME	CORRECTIVE ACTION
<i>First Preventable Incident</i>	Within 6 months	Written Warning Corrective Measures
<i>Second Preventable Incident</i>	Within 12 months	Written Warning 1-day Suspension Without Pay Corrective Measures
<i>Third Preventable Incident</i>	Within 12 months	Written Warning 3-day Suspension
<i>Fourth Preventable Incident</i>	Within 12 months	Termination

- A) Failure to immediately report any accident, property damage or injury will be cause for immediate termination.
- B) Any accident caused by gross negligence, willful misconduct or actions that knowingly place someone at risk will be cause for immediate termination.

**Section 2 – Corrective Measures Are to Include**



Meeting with involved employee, immediate supervisor and general manager to be held within 24 hours of the incident to determine possible cause/contributing factors.

Development of corrective action plan

- a. Type of training/retraining-Classroom/OJT
- b. Target date for completion of training
- c. Follow-up once training/retraining measures have been completed

### Section 3 – Safety

A) The Union and the Company will cooperate to maintain a safe work environment for all its employees and its customers. Any employee who violates any safety rule or engages in any activity considered by the Company to involve dangerous or reckless conduct toward any person or property shall be subject to discipline, up to and including termination.

B) The Company shall establish a safety committee, comprised of representatives from each classification, to review current policies, review accidents or injuries, and provide feedback to management of their conclusions. The Company will consider the input of the committee to modify or implement rules and to determine disciplinary action.

### Section 4 – Traffic Citations

A) If an employee loses his/her license for a period of less than forty-five (45) days, he/she will be suspended without pay for the period of his/her license suspension. Any employee who loses his/her license for a period of forty-five (45) days or more may be terminated. At the sole discretion of the Employer, the employee may be allowed to work under certain conditions if they lose their license for a period of one year or less. Conditions are: completes treatment in the *Teamsters Assistance Program ("TAP")*; would be used as needed in the pool in a helper position; the employee would lose their bid route; employee would be subject to drug and/or alcohol testing at the Employer's discretion for a period of three (3) years. Each case will not be precedent setting.

B) If an employee is cited for driving under the influence, he/she will be assigned a temporary work assignment not to exceed forty-five (45) calendar days. The assignment shall be at the Employer's discretion and direction. If the employee is not acquitted of the DUI citation or if the case is not dismissed by the 45<sup>th</sup> day, the employee's employment will be terminated. In the event the employee is acquitted of the charge or the citation is dismissed after the 45-day period and within six (6) months of having received the citation, he/she will be reinstated without back pay.

## ARTICLE XI – BEREAVEMENT LEAVE

### Section 1

A) In the event of the death of an employee's parent, spouse, child, brother, sister, grandparents, grandchildren, stepchildren, step-parents, mother-in-law, father-in-law, brother-in-law, and sister-in-law, the employee will be granted a leave of absence with pay not to exceed three (3) days falling between the date of the death and the date of the funeral or a celebration of life ceremony.

### Section 2

If an employee attends a funeral outside the State of California, the employee will be entitled to an additional two (2) days of funeral leave. Such leave is to be taken in accordance with all provisions of this section.



**ARTICLE XXI – JURY DUTY**

**Section 1**

An employee who is summoned and reports for jury duty shall receive the difference between jury pay and his regular daily straight time rate of pay for the day for which he reported he missed work for jury duty and on which he would normally have worked.

**Section 2**

The employee will not, under any circumstances, receive more than a day's pay at his regular daily straight time rate. He cannot receive pay for working and jury duty pay. An employee is required to do everything possible to work for as much of his shift, unless excused by the Company.

**Section 3**

- A) If the employee is to report to jury duty mid-day or is released from jury duty early, he is to come to work immediately, unless excused by the Company.
- B) The employee is to provide the Company with proof of jury service.

**ARTICLE XXII – PENSIONS**

**Section 1 – Company Contributions**

- A) The Company shall contribute to the Western Conference of Teamsters Pension Trust Fund, the provisions of which the undersigned parties agree to accept and to abide by the rules and regulations established or as may be established by the Trustees of such Trust Fund, the applicable sum as listed below for each employee covered by this Agreement, from first compensable hour.
- B) For probationary employees, the Employer shall pay an hourly contribution rate of Ten Cents (\$0.10) (\$0.09 Basic and \$0.01 to PEER/84) during the probationary period as defined in Article X-Seniority, but in no case for a period longer than ninety (90) calendar days from an employee's first date of hire. Contributions shall be made on the same basis as set forth in Article XXII-Pensions of the Agreement. After the expiration of the probationary period as defined in Article X-Seniority, but in no event longer than ninety (90) calendar days from an employee's first date of hire, the contribution shall be increased to the full contractual rate.
- C) Time paid for but not worked such as holidays, vacation time and sick leave pay shall be considered as time worked for purposes of this Article.

**Section 2 – For Operator Classification**

*Effective September 1, 2020*, the Company shall contribute the monthly sum of Eleven Hundred Eighty-Nine Dollars and Four Cents (\$1,189.04) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute \$6.44 per hour from the first compensable hour, plus \$0.42 per hour to fund PEER/84 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Six Dollars and Eighty-Six Cents (\$6.86) per hour.

*Effective September 1, 2021*, the Company shall contribute the monthly sum of Twelve Hundred Twenty-Three Dollars and Seventy-One Cents (\$1,223.71) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute \$6.63 per hour from the first compensable hour, plus \$0.43 per hour to fund PEER/84 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Seven Dollars and Six Cents (\$7.06) per hour.



**Effective September 1, 2022**, the Company shall contribute the monthly sum of Twelve Hundred Fifty-Eight Dollars and Thirty-Eight Cents (\$1,258.38) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute \$6.82 per hour from the first compensable hour, plus \$0.44 per hour to fund PEER/84 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Seven Dollars and Twenty-Six Cents (\$7.26) per hour.

**Effective September 1, 2023**, the Company shall contribute the monthly sum of Twelve Hundred Ninety-Three Dollars and Four Cents (\$1,293.04) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute \$7.01 per hour from the first compensable hour, plus \$0.45 per hour to fund PEER/84 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Seven Dollars and Forty-Six Cents (\$7.46) per hour.

**Effective September 1, 2024**, the Company shall contribute the monthly sum of Thirteen Hundred Twenty-Seven Dollars and Seventy-One Cents (\$1,327.71) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute \$7.19 per hour from the first compensable hour, plus \$0.47 per hour to fund PEER/84 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Seven Dollars and Sixty-Six Cents (\$7.66) per hour.

### **Section 3 – For Scale House Classification**

**Effective September 1, 2020**, the Company shall contribute the monthly sum of One Thousand Ten Dollars and Fifty-One Cents (\$1,010.51) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute \$5.47 per hour from the first compensable hour, plus \$0.36 per hour to fund PEER/84 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Five Dollars and Eighty-Three Cents (\$5.83) per hour.

**Effective September 1, 2021**, the Company shall contribute the monthly sum of One Thousand Forty-Five Dollars and Eighteen Cents (\$1,045.18) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute \$5.66 per hour from the first compensable hour, plus \$0.37 per hour to fund PEER/84 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Six Dollars and Three Cents (\$6.03) per hour.

**Effective September 1, 2022**, the Company shall contribute the monthly sum of One Thousand Seventy-Nine Dollars and Eighty-Five Cents (\$1,079.85) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute \$5.85 per hour from the first compensable hour, plus \$0.38 per hour to fund PEER/84 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Six Dollars and Twenty-Three Cents (\$6.23) per hour.

**Effective September 1, 2023**, the Company shall contribute the monthly sum of Eleven Hundred Fourteen Dollars and Fifty-One Cents (\$1,114.51) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute \$6.04 per hour from the first compensable hour, plus \$0.39 per hour to fund PEER/84 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Six Dollars and Forty-Three Cents (\$6.43) per hour.

**Effective September 1, 2024**, the Company shall contribute the monthly sum of Eleven Hundred Forty-Nine Dollars and Eighteen Cents (\$1,149.18) for employees working one hundred sixty (160) hours or more per



month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute \$6.23 per hour from the first compensable hour, plus \$0.40 per hour to fund PEER/84 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Six Dollars and Sixty-Three Cents (\$6.63) per hour.

**Section 4 – For Laborers Classification**

*Effective September 1, 2020*, the Company shall contribute the monthly sum of Five Hundred Nineteen Dollars and Ninety-Nine Cents (\$519.99) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute \$2.82 per hour from the first compensable hour, plus \$0.18 per hour to fund PEER/84 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Three Dollars and Sixty Cents (\$3.00) per hour.

*Effective September 1, 2021*, the Company shall contribute the monthly sum of Five Hundred Fifty-Four Dollars and Sixty-Six Cents (\$554.66) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute \$3.01 per hour from the first compensable hour, plus \$0.19 per hour to fund PEER/84 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Three Dollars and Twenty Cents (\$3.20) per hour.

*Effective September 1, 2022*, the Company shall contribute the monthly sum of Five Hundred Eighty-Nine Dollars and Thirty-Two Cents (\$589.32) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute \$3.19 per hour from the first compensable hour, plus \$0.21 per hour to fund PEER/84 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Three Dollars and Forty Cents (\$3.40) per hour.

*Effective September 1, 2023*, the Company shall contribute the monthly sum of Six Hundred Twenty-Three Dollars and Ninety-Nine Cents (\$623.99) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute \$3.38 per hour from the first compensable hour, plus \$0.22 per hour to fund PEER/84 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Three Dollars and Sixty Cents (\$3.60) per hour.

*Effective September 1, 2024*, the Company shall contribute the monthly sum of Six Hundred Fifty-Eight Dollars and Sixty-Five Cents (\$658.65) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute \$3.57 per hour from the first compensable hour, plus \$0.23 per hour to fund PEER/84 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Three Dollars and Eighty Cents (\$3.80) per hour.

**Section 5**

- A) The contributions required to provide for PEER/84 shall be paid on the same basis as contributions to the basic plan. The additional contribution for PEER must at all times be 6.5% percent of the basic contribution and cannot be decreased or discontinued at any time unless the Company completely withdraws from the Trust Fund with respect to this bargaining unit.
- B) The Company agrees to remit these payments to the appropriate area administrative office by the date designated by that office and monies received after that date shall be considered delinquent.
- C) There shall be no other pension funds under this Agreement or Agreements supplemental hereto.



#### Section 6

Pension Protection Act language will not be effective until January 1, 2013.

In the event that additional contributions to the Fund are legally required to be made by the Employer due to any law, rule or regulation, including the Pension Protection Act ("PPA") or are mandated by the Fund Trustees (the "required contributions"), the Employer will comply with any and all legal obligations to commence making such additional required contributions, provided that the Employer shall offset the added cost in the form of wage reductions. It is the intent of the parties that the total cost to the Employer of the Wage, Health & Welfare and Fringe Benefit package will not be increased above the agreed upon rates during the term of this Agreement as a result of this paragraph.

The Local Union shall notify the Employer of this allocation thirty (30) days prior to its effective date, or, if earlier, when the Fund issues a notification of additional required contributions in maintaining the Fund.

#### Section 7 – Payments During Leaves of Absence

If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required health and welfare and pension contributions for a period of three (3) months (twelve weeks) after contribution for active employment ceases. If an employee is injured on the job, the Company shall continue to pay the required health and welfare and pension contributions until such employee returns to work; however, such contributions shall not be paid for a period for more than six (6) months beginning with the first month after contribution for active employment ceases. If an employee is granted a leave of absence, the Company shall collect from said employee, prior to the leave of absence becoming effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence. However, the acceptance of such monies and the level of benefits provided shall be at the sole discretion of the Board of Trustees.

#### Section 8 – Delinquent Contributions

Action for delinquent contributions may be instituted by the Local Union or the Area Conference of Trustees.

#### Section 9 – Posting Notice

The Company shall post on the Union's bulletin board a duplicate copy of reporting form sent to the Administrator's office of payment made to the Western Conference of Teamsters Pension Trust Fund on behalf of the employees at the time payments are made.

#### Section 10 – P.E.E.R. 84 Program

The contributions required to provide the Program for Enhanced Early Retirement will not be taken into consideration for benefit accrual purposes under the plan. The additional contribution for the **P.E.E.R. 84** must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

### ARTICLE XXIII – COMPETITION WITH THE COMPANY

The Company and the Union agree that the employees covered by this Collective Bargaining Agreement are expressly prohibited from engaging in direct competition with the Company. Direct competition with the Company is defined as designing, selling or rendering other products or services similar to those offered by the Company for personal economic benefit or the economic benefit of a competitor employer. Violation of this Agreement will result in disciplinary action up to and including termination.



### ARTICLE XXIII – DRUG AND ALCOHOL POLICY

#### Section 1 – Drug & Alcohol Policy

- A) The Contra Costa Transfer and Recovery Station has a strong commitment to provide a safe and productive workplace and to establish programs which promote protection of the public we serve. To this end, within ninety (90) days of the effective date of this Agreement, and annually thereafter, the Company will provide an opportunity for substance abuse professionals from Teamsters Assistance Program ("TAP") to conduct an on-site educational program for bargaining unit employees. Such programs will be scheduled on work time for a period not to exceed thirty (30) minutes unless otherwise agreed.
- B) The use of alcohol or drugs can create an unsafe working environment, can result in inefficiency and poor work performance, and can reflect negatively on our Company. Based on our commitment to employee and public safety, it is the Company's policy to prohibit the use, sale, transfer or possession of drugs or alcohol while on Company property.
- C) While the Company has no intention of intruding into the personal lives of its employees, you are reminded that what you do off-duty may impact the operations of the Company. Anyone whose test is positive for the presence of a prohibited substance will be subject to disciplinary action up to and including immediate termination of employment.
- D) You will be on Company time when selected to take the test and transportation will be provided.
- E) Disciplinary action following random testing or reasonable suspicion testing:

#### Section 2 – Random Drug Test

- A) If you are selected for a random drug test or if you are tested because of a reasonable suspicion and the results are positive, you will be terminated immediately.
- B) A seniority employee shall be permitted to take a reasonable leave of absence for the purpose of undergoing treatment in an approved rehabilitation program for drug and/or alcohol abuse, provided the leave is requested prior to being selected for random testing or because of reasonable suspicion testing. Such leave of absence shall be for a period of thirty (30) days, unless the treating professional recommends additional time, provided such additional time would not result in a total absence of more than sixty (60) days. Such leave shall be on a one-time basis.
- C) The employee may receive accrued sick leave and vacation to be integrated with any state disability payments, but such employee will not earn other pay or benefits during such leave. After such leave, further evidence of drug abuse will be grounds for termination.
- D) Employees requesting a return to work shall be required to submit to advance testing whether or not there exists reasonable cause as previously defined for such testing. Failure to comply with those conditions shall result in the employee's immediate termination of his employment. Such cases shall be subject to the grievance/arbitration procedure only to the extent that there may be a question whether the conditions for return to work have been violated.

#### Section 3 – Alcohol Test

- A) If the test is positive and the reading is .02 to .039 and it is the first offense in twenty-four (24) months, you will be suspended for twenty-four (24) hours without pay and retrained in this policy. If it is your second offense at this level in a twenty-four (24) month period, you will be terminated.
- B) If the test is positive and the reading is .04 or higher and it is the first offense in twenty-four (24) months, you will be suspended for thirty (30) days without pay, pending an evaluation. The evaluation will be done by a substance abuse professional. An agreement establishing conditions of continued employment



based on the evaluation will be worked out. You will be retrained in this policy and the substance abuse professional has to approve your return to work. If it is your second offense, you will be terminated.

C) All employees are expected to cooperate in the enforcement of this policy. Because this is a matter of critical importance, employees who refuse to submit to drug and/or alcohol tests or refuse to cooperate with management's investigation of the violation of this policy, shall be terminated.

D) The administration of this policy shall comply with and be determined by the guidelines set by the U.S. Department of Transportation and the Substance Abuse and Mental Health Service Administration ("SAMHSA") or other applicable federal or state laws.

E) As an employee you have a right to expect the Company to provide you a safe workplace and for fellow employees to be drug and alcohol free. We strongly encourage an employee with a drug and/or alcohol problem to seek assistance before their actions violate Company policy.

F) Contact a Safety Manager, General Manager, refer to the Employee Assistance Program ("EAP") in the employees' Need to Know Handbook or contact a Teamsters Assistance Program ("TAP") representative for sources of assistance.

G) Employees who service the Company's customers which have a drug and/or alcohol testing policy which is more strict than the DOT requirements must comply with such policy. However, test results considered positive under such policies will not be the basis for discipline unless discipline would otherwise be warranted under the provisions of the Company's policy as set forth above. An employee not complying with the customer's policy shall be reassigned. Such reassignment shall be within the employee's job classification without the loss of pay and for such time until the employee satisfies the customer's requirement(s) for returning to that customer's location.

#### ARTICLE XXV – D.R.I.V.E.

The Employer will deduct from the paycheck of each employee covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her pay on a weekly basis for all weeks worked, which must be supported by written consent of the employee. The Employer shall transmit to D.R.I.V.E.'s national headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the last four digits of the employee's social security number and the amount deducted from that employee's pay.





Transfer Station Services

AGREED UPON BY THE UNDERSIGNED PARTIES:

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 2nd day of FEBRUARY, 2021.

ALLIED WASTE SYSTEMS, INC.  
[CONTRA COSTA TRANSFER]

By: [Signature] 2/2/21

Title: General Manager

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, LOCAL 315

By: [Signature]

Title: Sec-Treas



## ATTACHMENT 1

### RULES FOR DISPUTE AND GRIEVANCE PROCEDURES

Meetings shall be held on the (3<sup>rd</sup>) Thursday of each month. The agenda for each meeting must be received by the Employer and Union representatives one week prior to each meeting. Meetings will alternate between the Employer offices and the offices of Teamsters Local 315.

#### Officers

1. There shall be a Chairperson of the Employer members of the Committee and a Chairperson of the Union members of the Committee. The two Chairpersons shall alternate in presiding. Chairperson will serve as Secretary.

#### Filing of Cases

1. All cases to be heard must have received the benefit of all prior stages of the grievance procedure before they are properly before the Mid-Month Labor-Management Committee.
2. Grievances not submitted to the Union Coordinator ten days prior to the scheduled meeting will not be placed on the agenda. However, discharge cases are not subject to the prior time requirement and may be heard by mutual agreement of both parties.
3. The Union Coordinator shall prepare the agenda and submit it to the Employer Chairperson one week prior to each mid-month meeting.
4. The case may be withdrawn at any time by either party.
5. The case may be postponed by mutual agreement of the parties with proper notification to the Union Coordinator.

#### Hearing of Cases

1. Meetings will start promptly at 3:00 p.m.
2. Cases must be called in the order they appear on the agenda. Discharge cases shall be heard first.
3. The Chairperson will call each case in order and if either the Union or Employer is not present, five minutes will be allowed for search of the premises to determine their availability. If the party or parties cannot be found, the case moves to the next step of the grievance procedure.
4. The designation of two (2) voting members of the Union and two (2) voting members of the Employer.
5. Discussion and vote will be handled in executive session. Voting shall be by voice on the formerly stated motion.
6. Executive Session: Only voting panel members will be allowed in executive session.
7. All parties present shall recognize the authority of the Chairperson at all times.
8. Legal counsel shall not be permitted to present cases. They may be present, however, to act in an advisory capacity.



9. Only panel members, persons presenting the case, witnesses and the Chairperson shall be allowed to be present during the hearing of each case.

**Order of Business**

1. Approval of agenda.
2. Hearing of cases.

**Case Presentation Method**

1. Identification of parties and witnesses.
2. Reading of the filing by the Chairperson.
3. Question as to timeliness of the filing and full completion of prior stages of the grievance procedure.
4. The moving party presents its case first. In discharge and suspension cases, the Employer shall always be designated as the moving party for purpose of case presentation.
5. The case will be presented in its entirety by the moving party. The second party will then present its case in its entirety. The moving party shall then have an opportunity to rebut the evidence presented by the second party, but shall introduce no new evidence which the second party did not have the opportunity to meet in the presentation at its case. Upon finishing, the Chairperson will open the hearing for questions. Upon conclusion of the questioning, the moving party will rebut and summarize their position. Upon their conclusion, the second party will do the same.
6. Executive session for deliberation.
7. The decision will be read by a member of the executive panel.
8. Deadlocked cases will be placed on the agenda for the permanent arbitrator's meeting and will be heard or settled by the parties prior to the date of that meeting.

**Amendments**

Additions, deletions and/or amendments may be made by the mutual agreement of both parties. In the event that the parties are unable to reach agreement, the matter shall be submitted to the permanent arbitrator for a binding decision.



**MEMORANDUM OF AGREEMENT**

This Memorandum of Understanding ("MOU") is entered into between Allied Waste Systems, Inc. d/b/a Allied Waste Services of Contra Costa County / Republic Services of Contra Costa County and Contra Costa Transfer (collectively "Allied") and International Brotherhood of Teamsters and Chauffeurs, Warehousemen and Helpers Local Union No. 315 ("Union" or "Teamsters Local 315");

As part of the commitments made to each other to reach agreement on new collective bargaining agreements, the Parties agree that:

1. From the below signing date until August 23, 2025, Article VI Paragraph C, shall be modified to add the following:

C. Any employee(s) participating in any activity prescribed herein shall be subject to disciplinary action, including discharge. Notwithstanding the foregoing, it shall not be a violation of this Article and shall not be cause for discharge or disciplinary action if an employee refuses to go through any lawful primary picket line (which the parties agree does not include any informational, handbill, or consumer boycott picket) established by the Union and/or sanctioned by Teamsters Joint Council No. 7... 2) at Allied's Pacheco, CA and/or Martinez, CA facilities if the picket line is the result of a primary strike by Teamsters Local 315 against the Company based on an expired Collective Bargaining Agreement to which the Company and Teamsters Local 315 are signatories (for purposes of this sentence only, "Company" means Republic Services, Inc., Richmond Sanitary Service, Inc., Solano Garbage Co., Solano Recycling, Allied Waste Services, Inc., Golden Bear Transfer Station, Inc. and West County Resource Recovery). Should, under the foregoing conditions, an employee refuse to go through such a picket line, the Company may utilize a non-bargaining unit employee to service the customers.

D. Allied for its part agrees that it will not lockout the Union or its members during the term of this Agreement.

2. This MOU and its modifications will be effective only through midnight on August 23, 2025 when Article VI, Section 3 shall automatically revert back exclusively to the language in the collective bargaining agreement only and any rights established by this MOU will be completely extinguished.

AGREED TO AND ENTERED INTO BY:

ALLIED WASTE SYSTEMS, INC.  
[CONTRA COSTA TRANSFER]

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, LOCAL 315

By: [Signature] 2/2/21

By: [Signature]

Title: General Manager

Title: Sec-Treas



### **C. Subcontractors**

At the time of submitting this proposal, Republic Services does not currently utilize nor anticipate procuring any subcontractors to perform the duties/requirements associated with the scope of work outlined by the *draft Transfer Station Services Agreement* between the Authority and Republic Services.



## D. Past Performance Record

### 1. Relevant Experience

Contra Costa Transfer Station has been in operation since 1990. CCTS receives up to 1,900 tons per day of all material types. CCTS currently receives and accepts MSW, recyclables, commingled organics, source separated yard waste, source separated food waste, C&D, and dirt and soils. CCTS currently handles all of the solid waste and organic material generated by the CCCSWA except for the recyclables volume. In addition to the CCCSWA, CCTS receives materials from several other neighboring jurisdictions as well as 3<sup>rd</sup> party contractors and the general public.

### 2. Litigation and Regulatory Actions

Please see any disclosures included on the following page.

### 3. Payment of Fines, Penalties, Settlements, or Damages

Please see any disclosures included on the following page.

### 4. References

#### 1) Central Contra Costa Solid Waste Authority (RecycleSmart)

David Krueger, Executive Director  
1850 Mt. Diablo Blvd., Ste. 320  
Walnut Creek, CA 94596  
(925) 906-1803



[www.recyclesmart.org](http://www.recyclesmart.org)

#### 2) City of Brentwood, CA

Jon Carlson, Solid Waste Manager  
Public Works/Operations  
2301 Elkins Way  
Brentwood, CA 94513-7344  
Phone: 925.516.6095  
Fax: 925.516.6091  
[jcarlson@brentwoodca.gov](mailto:jcarlson@brentwoodca.gov)



#### 3) Contra Costa Tearoff (Roofing Company)

1155 C Arnold Drive #247, Martinez,  
CA 94553  
(925) 827-0700



Transfer Station Services

Three Year Enforcement History  
 Allied Waste Systems, Inc., Keller Canyon Landfill Company, West County Resource Recovery, Inc.  
 (including the parent of each entity and subsidiaries, if any)

Entity Type/Location	Legal Entity Name	State	Facility Type	Caption of Action	Date of Violation	Describe Event	Status of Action	Fine or Penalty Paid	Issuing Agency
Bedding Entity	Keller Canyon LF	CA	Landfill	Notice of Violation	9/1/2021	Weged a surface leak at Well ID 405B and a component leak at Well ID #147	Resolved	\$1,000	Bay Area Air Quality Management District (BAAQMD)
Bedding Entity	Sanjour HL	MI	Hauling Facility	Violation Notice	1/28/2022	NOV escalation from 12/10/2021 agency email outlining the following issues: Maintain manifest records for 3 years, Small Quantity Generators must make arrangements with local authorities and retain that documentation. Dispose of aerosol cans properly. Small Quantity Generators must post emergency contact information near the generation. Tanks with used oil must be labeled with "Used Oil"	Resolved		Michigan Dept. of Environment, Great Lakes and Energy (EGLE), Materials Management Division
Bedding Entity	Fort Worth LF (SE)	TX	Landfill	Notice of Violation	8/15/2022	Alleged exceedance of arsenic, per monitoring conducted at outfall A on 8-15-2022	Pending		City of Fort Worth, TX, Water Department, Wastewater Services Division
Bedding Entity	Keller Canyon LF	CA	Landfill	Notice of Violation	9/29/2022	Weged failure on 9-25-22 to maintain continuous operation per Air District Regulation 8, Rule 34, Section 301 (NOV No. A01301)	Pending		Bay Area Air Quality Management District (BAAQMD)
Bedding Entity	Keller Canyon LF	CA	Landfill	Notice of Violation	9/29/2022	Failure to report non-compliance within 10 days	Pending		Bay Area Air Quality Management District (BAAQMD)
Bedding Entity	Keller Canyon LF	CA	Landfill	Notice of Violation	9/28/2022	Alleged failure on 9-28-2022 to maintain continuous operation per Air District Regulation 8, Rule 34, Section 301 (NOV No. A01301)	Pending		Bay Area Air Quality Management District (BAAQMD)
Bedding Entity	Keller Canyon LF	CA	Landfill	Notice of Violation	9/28/2022	Alleged failure on 9-28-2022 to maintain continuous operation per Air District Regulation 8, Rule 34, Section 301 (NOV No. A01302)	Pending		Bay Area Air Quality Management District (BAAQMD)
Bedding Entity	Keller Canyon LF	CA	Landfill	Notice of Violation	10/9/2022	Alleged failure on 10-9-2022 to maintain continuous operation of landfill gas collection system (NOV No. A00804)	Pending		Bay Area Air Quality Management District (BAAQMD)
Bedding Entity	Keller Canyon LF	CA	Landfill	Notice of Violation	10/13/2022	Alleged failure on 10-13-2022 to maintain continuous operation of landfill gas collection system (NOV No. A00805)	Pending		Bay Area Air Quality Management District (BAAQMD)
Bedding Entity	West Detroit HL (Cognate)	MI	Hauling Facility	Violation Notice	10/26/2022	Alleged recordkeeping and SRRPP related violations	Pending		Michigan Department of Environment, Great Lakes, and Energy (EGLE), Wastewater Office
Bedding Entity	Keller Canyon LF	CA	Landfill	Notice of Violation	11/3/2022	Alleged failure to maintain continuous operation of the SOCS on 11-3-2022	Pending		Bay Area Air Quality Management District (BAAQMD)
Bedding Entity	Keller Canyon LF	CA	Landfill	Notice of Violation	1/26/2023	Alleged failure to maintain continuous operation	Pending		Bay Area Air Quality Management District (BAAQMD)
Bedding Entity	Marines TS (Contra Costa Transfer)	CA	Transfer Station	Aboveground Petroleum Storage Act Inspection Report	1/26/2023	"Class 2 Violation" for alleged failure to use containers with material and construction compatible with material stored and conditions of storage. Alleged failure to have adequate vent valves on diesel tank. In addition, "Minor Violation" for alleged failure to describe required security measures in the SPCC Plan. Review modified initial report on 2-7-2023	Pending		Certified Unified Program Agency, Contra Costa Health Services - Hazardous Materials Program
Bedding Entity	Keller Canyon LF	CA	Landfill	Notice of Violation	3/16/2023	Alleged surface emissions in excess of 100 ppm	Pending		Bay Area Air Quality Management District (BAAQMD)
Bedding Entity	Keller Canyon LF	CA	Landfill	Notice of Violation	3/21/2023	Weged surface leaks and integrated surface emission standard exceedance	Pending		Bay Area Air Quality Management District (BAAQMD)
Bedding Entity	Keller Canyon LF	CA	Landfill	Notice of Violation	8/21/2023	Alleged landfill gas collection system component methane leaks	Pending		Bay Area Air Quality Management District (BAAQMD)
Bedding Entity	Oklahoma City HL (7540 S.W)	OK	Hauling Facility	Notice of Violation	1/19/2024	Alleged AET non-compliance - liquid level sensing devices not tested annually	Pending		Oklahoma Corporation Commission, Petroleum Storage Tank Division
Transfer Station	Richmond RC (Pittsburg)	CA	Materials Recovery Facility	Notice of Violation and Affidavit of Inspector	9/8/2021	Alleged violation for reporting EI for transactions below \$100.00	Pending		CalRecycle (formerly California Integrated Waste Management Board) w/EIA

Three Year Enforcement History  
 Allied Waste Systems, Inc., Keller Canyon Landfill Company, West County Resource Recovery, Inc.  
 (including the parent of each entity and subsidiaries, if any)

Entity Type/Location	Legal Entity Name	State	Facility Type	Caption of Action	Date of Violation	Describe Event	Status of Action	Fine or Penalty Paid	Issuing Agency
Transfer Station	Richmond RC (Pittsburg)	CA	Materials Recovery Facility	Finding and Notice of Violation	9/8/2021	Flagged violations of the Clean Air Act, specifically, the Regulation to Reduce Emissions of Diesel Particulate Matter, Oxides of Nitrogen and Other Criteria Pollutants from In-Use Heavy-Duty Diesel-Powered Vehicles (aka the "Truck and Bus Regulation" or "TRB")	Resolved		United States Environmental Protection Agency, Region 9
Transfer Station	Contra Costa HL (ART)	TX	Transfer Station	Notice of Violation	3/1/2023	Alleged failure to remit all water use fees owed to the district within 30 days after date any such fees are due	Pending		Lone Star Groundwater Conservation District



## E. Financial Qualifications

### Financials and Other Requested Information

Republic Services is among the leading recycling and waste services companies in the United States, with the financial strength and stability to exceed Central Contra Costa Solid Waste Authority expectations for the duration of the contract and beyond.

### Legal Name of Proposing Entity

As stated in the *Transmittal Letter*, the legal proposing entity which would sign the awarded *Franchise Agreement* is **Allied Waste Systems, Inc. d/b/a Contra Costa Transfer** a stock corporation and wholly owned subsidiary of Republic Services, Inc., is the US-specific form of a stock corporation. Services will be provided by **Contra Costa Transfer Station dba Republic Services**.

### Entity Submitting Financial Statements

Financial information submitted in connection with this proposal and any forthcoming *Agreement* will be that of Republic Services, Inc., a publicly traded

company on the New York Stock Exchange (NYSE: RSG). Summary financial

*Figure 11. Republic Services' Identifications, Classifications and Ratings*

Republic Services Identifications, Classifications and Ratings	
Federal Employee Identification Number	65-0716904
Dun's Identification Number	61342862
U.S. Dept. of Labor (SIC) Code	4953 – Sanitary Services / Refuse Systems
North American Industry Classification System (NAICS) - Primary	562212 – Solid waste landfills combined with collection and/or hauling of waste materials
North American Industry Classification System (NAICS) – Secondary	562111 – Solid waste collection 562920 – Material Recovery Facilities 562920 – Other non-hazardous waste treatment and disposal
Standard & Poor's Identification Number and Rating	(TIN): 13-1026995 BBB+
Moody's Identification Number and Rating	(TIN): 13-3998945 Baa3
Fitch's Identification Number and Rating	(NRSRO): 3235-0625 BBB

### *The financial strength you need in a long-term partner for your municipality*

- Financial capacity to continually invest in equipment and preventive maintenance
- One of the youngest fleets in the industry and the fifth largest in the country
- Reinvesting in state-of-the-art equipment and facilities

information included in this section is for Republic Services, Inc.

### Years Incorporated and Doing Business

Contra Costa Transfer Station was incorporated in 1987 as indicated in the *Corporate Data Sheet* (Section 3) and has been operating continuously as the same legal entity since that time. However, Republic Services, through its legacy companies, has been providing solid waste services in Northern California for over 100 years.

### Names of Officers

The names of all officers for Contra Costa Transfer Station are provided in the *Corporate Data Sheet* (Section 3).





## Corporate and Local Headquarters

### Corporate Headquarters:

Republic Services, Inc.  
18500 North Allied Way  
Phoenix, AZ 85054  
(480) 627-2700

### Local Headquarters:

951 Waterbird Way, Martinez, CA 94553

## Financial Overview

Republic Services' financial stability allows us to guarantee our commitments and obligations presented to the Central Contra Costa Solid Waste Authority in our proposal. We have the capacity to continually invest in equipment and preventive maintenance, as evidenced by having one of the youngest fleets in the industry.

Republic Services does not use third party financing, meaning Republic Services owns all assets used to perform the duties of this agreement. Neither City will need to be concerned with the potential for adverse business or performance conditions affecting the ability of our company to perform or obtain financing.

We implore Central Contra Costa Solid Waste Authority to take financial stability into serious consideration when choosing a long-term partner for your recycling and waste needs. In many instances, the success of a service provider is dependent on their ability to invest in necessary equipment or personnel.

## Financial Reporting

Republic Services, Inc. provides audited financial statements on behalf of its subsidiaries. Republic Services, Inc. is a publicly traded (NYSE: RSG), Fortune 300 Company and will be the signatory for the corporate guarantee.

Our most recently completed audited financial statements can be found on our website at:

<https://investor.republicservices.com/static-files/c6ae65a4-6687-48c8-8803-1f96a35ee4d8> which has also been included in this proposal as "Attachment 3."

We have included the full year results in the "Information – Financial Statement" section below.

The Annual Reports to Shareholders have been prepared in accordance with Securities and Exchange Commission requirements, with New York Stock Exchange Commission requirements, and in accordance with generally accepted accounting principles (GAAP).

## Labor Agreements and Wages

Republic Services offers a safe, respectful, and rewarding workplace for our employees and provides the best training and safety programs in the industry.

Republic Services focuses on maintaining a positive and professional relationship with its workforce through continuous training and consistent communication. We utilize this approach with both our represented and non-represented employees.

We negotiate fairly with our labor unions, carefully balancing the needs of the workforce with the cost to provide service and the ultimate impact it will have upon the municipality we are partnering with.

Republic Services works tirelessly with our labor partners to ensure labor peace and, although the parties do not always agree, both sides work respectfully and relentlessly to reach an expeditious resolution.

Republic Services will commit to Central Contra Costa Solid Waste Authority that the organization will take every reasonable

*Figure 12 Excellence Driven. Republic Services takes pride in being excellence driven, which includes continuous investment in new vehicles, carts, dumpsters and technologies.*



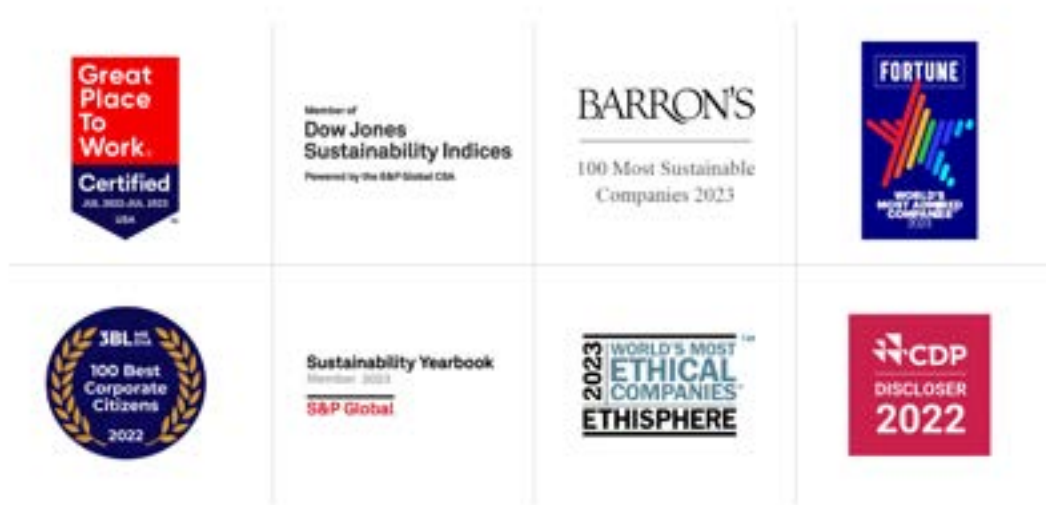


## Transfer Station Services

measure to avoid a labor dispute or labor unrest during the term of the collection services agreement.

In the unlikely event of a labor dispute or unrest, Republic Services will immediately implement a plan to minimize the impact to Central Contra Costa Solid Waste Authority by utilizing our expansive network of local facilities, equipment and people to ensure there is minimal disruption in service.

Figure 13. **Republic Services' Strengths.** Republic Services' dedication to our employees, the communities we serve, and environmental sustainability is relentless.





## Information – Financial Statements (BS, IS, CF)

<b>REPUBLIC SERVICES, INC.</b>		
<b>CONSOLIDATED BALANCE SHEETS</b>		
<b>(in millions, except per share data)</b>		
	December 31, 2023	December 31, 2022
<b>ASSETS</b>		
<b>Current assets:</b>		
Cash and cash equivalents	\$ 140.0	\$ 143.4
Accounts receivable, less allowance for doubtful accounts and other of \$83.2 and \$51.9, respectively	1,768.4	1,677.2
Prepaid expenses and other current assets	472.6	536.5
Total current assets	2,381.0	2,357.1
Restricted cash and marketable securities	163.6	127.6
Property and equipment, net	11,350.9	10,744.0
Goodwill	15,834.5	14,451.5
Other intangible assets, net	496.2	347.2
Other assets	1,183.9	1,025.5
Total assets	<u>\$ 31,410.1</u>	<u>\$ 29,052.9</u>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
<b>Current liabilities:</b>		
Accounts payable	\$ 1,411.5	\$ 1,221.8
Notes payable and current maturities of long-term debt	932.3	456.0
Deferred revenue	467.3	443.0
Accrued landfill and environmental costs, current portion	141.6	132.6
Accrued interest	104.1	79.0
Other accrued liabilities	1,171.5	1,058.3
Total current liabilities	4,228.3	3,390.7
Long-term debt, net of current maturities	11,887.1	11,329.5
Accrued landfill and environmental costs, net of current portion	2,281.0	2,141.3
Deferred income taxes and other long-term tax liabilities, net	1,526.8	1,528.8
Insurance reserves, net of current portion	348.8	315.1
Other long-term liabilities	594.6	660.7
Commitments and contingencies		
<b>Stockholders' equity:</b>		
Preferred stock, par value \$0.01 per share; 50 shares authorized; none issued	—	—
Common stock, par value \$0.01 per share; 750 shares authorized, 320.7 and 320.3 issued including shares held in treasury, respectively	3.2	3.2
Additional paid-in capital	2,900.8	2,843.2
Retained earnings	8,433.9	7,356.3
Treasury stock, at cost; 6.1 and 4.2 shares, respectively	(783.5)	(504.6)
Accumulated other comprehensive income, net of tax	(12.1)	(12.1)
Total Republic Services, Inc. stockholders' equity	10,542.3	9,686.0
Non-controlling interests in consolidated subsidiary	1.2	0.8
Total stockholders' equity	<u>10,543.5</u>	<u>9,686.8</u>
Total liabilities and stockholders' equity	<u>\$ 31,410.1</u>	<u>\$ 29,052.9</u>

The accompanying notes are an integral part of these financial statements.



Transfer Station Services

**REPUBLIC SERVICES, INC.**  
**CONSOLIDATED STATEMENTS OF INCOME**  
 (in millions, except per share data)

	Years Ended December 31,		
	2023	2022	2021
Revenue	\$ 14,964.5	\$ 13,511.3	\$ 11,295.0
Expenses:			
Cost of operations	8,942.2	8,205.0	6,737.7
Depreciation, amortization and depletion	1,501.4	1,351.6	1,185.5
Accretion	97.9	89.6	82.7
Selling, general and administrative	1,608.7	1,454.3	1,195.8
Adjustment to withdrawal liability for multiemployer pension funds	4.5	(1.6)	—
(Gain) loss on business divestitures and impairments, net	(3.6)	(6.3)	0.5
Restructuring charges	33.2	27.0	16.6
Operating income	2,780.2	2,391.7	2,076.2
Interest expense	(508.2)	(395.6)	(314.6)
Loss from unconsolidated equity method investments	(94.3)	(165.6)	(188.5)
Loss on extinguishment of debt	(0.2)	—	—
Interest income	6.5	3.3	2.5
Other income (expense), net	7.5	(2.3)	(0.5)
Income before income taxes	2,191.5	1,831.5	1,575.1
Provision for income taxes	460.1	343.9	282.8
Net income	1,731.4	1,487.6	1,292.3
Net income attributable to non-controlling interests in consolidated subsidiary	(0.4)	—	(1.9)
Net income attributable to Republic Services, Inc.	\$ 1,731.0	\$ 1,487.6	\$ 1,290.4
Basic earnings per share attributable to Republic Services, Inc. stockholders:			
Basic earnings per share	\$ 5.47	\$ 4.70	\$ 4.05
Weighted average common shares outstanding	316.2	316.5	318.8
Diluted earnings per share attributable to Republic Services, Inc. stockholders:			
Diluted earnings per share	\$ 5.47	\$ 4.69	\$ 4.04
Weighted average common and common equivalent shares outstanding	316.7	317.1	319.4
Cash dividends per common share	\$ 2.06	\$ 1.91	\$ 1.77

The accompanying notes are an integral part of these financial statements.



Transfer Station Services

**REPUBLIC SERVICES, INC.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
 (in millions)

	Years Ended December 31,		
	2023	2022	2021
<b>Cash provided by operating activities:</b>			
Net income	\$ 1,731.4	\$ 1,487.6	\$ 1,292.3
<b>Adjustments to reconcile net income to cash provided by operating activities:</b>			
Depreciation, amortization, depletion and accretion	1,599.3	1,441.2	1,268.2
Non-cash interest expense	85.8	71.6	70.5
Stock-based compensation	40.9	38.8	37.0
Deferred tax provision (benefit)	101.7	181.1	(15.5)
Provision for doubtful accounts, net of adjustments	53.2	41.5	19.9
Loss on extinguishment of debt	0.2	—	—
(Gain) loss on disposition of assets and asset impairments, net	(1.2)	(9.2)	0.4
Environmental adjustments	2.0	2.9	0.5
Loss from unconsolidated equity method investments	94.3	165.6	188.5
Other non-cash items	(1.6)	(0.1)	(1.1)
<b>Change in assets and liabilities, net of effects from business acquisitions and divestitures:</b>			
Accounts receivable	(71.3)	(198.8)	(135.4)
Prepaid expenses and other assets	(29.8)	(83.8)	(57.0)
Accounts payable	82.8	106.4	113.8
Capping, closure and post-closure expenditures	(60.8)	(64.6)	(59.6)
Remediation expenditures	(54.9)	(54.7)	(57.1)
Other liabilities	43.4	64.5	101.3
Payments from settlement of certain hedging relationships	2.4	—	—
<b>Cash provided by operating activities</b>	<b>3,617.8</b>	<b>3,190.0</b>	<b>2,796.7</b>
<b>Cash used in investing activities:</b>			
Purchases of property and equipment	(1,631.1)	(1,454.0)	(1,316.3)
Proceeds from sales of property and equipment	29.2	32.8	19.5
Cash used in acquisitions and investments, net of cash and restricted cash acquired	(2,065.3)	(3,038.5)	(1,221.7)
Cash received from business divestitures	6.4	50.6	46.3
Purchases of restricted marketable securities	(28.9)	(19.6)	(30.8)
Sales of restricted marketable securities	13.1	19.7	37.9
Other	9.8	(14.0)	(1.0)
<b>Cash used in investing activities</b>	<b>(3,666.8)</b>	<b>(4,423.0)</b>	<b>(2,466.1)</b>
<b>Cash provided by (used in) financing activities:</b>			
Proceeds from credit facilities and notes payable, net of fees	39,221.1	16,446.3	5,154.3
Proceeds from issuance of senior notes, net of discount and fees	2,172.3	—	692.3
Payments of credit facilities and notes payable	(40,418.8)	(14,281.7)	(5,304.5)
Issuances of common stock, net	(1.2)	(13.4)	(12.0)
Purchases of common stock for treasury	(261.8)	(203.5)	(252.2)
Cash dividends paid	(638.1)	(592.9)	(552.6)
Distributions paid to non-controlling interests in consolidated subsidiary	—	(0.8)	(13.2)
Contingent consideration payments	(19.6)	(9.8)	(21.3)
<b>Cash provided by (used in) financing activities</b>	<b>61.9</b>	<b>1,344.2</b>	<b>(329.2)</b>
Effect of foreign exchange rate changes on cash	0.3	(2.5)	—
Increase (decrease) in cash, cash equivalents, restricted cash and restricted cash equivalents	13.2	108.7	(8.6)
Cash, cash equivalents, restricted cash and restricted cash equivalents at beginning of year	214.3	105.6	114.2
<b>Cash, cash equivalents, restricted cash and restricted cash equivalents at end of year</b>	<b>\$ 227.5</b>	<b>\$ 214.3</b>	<b>\$ 105.6</b>

The accompanying notes are an integral part of these financial statements.



## Bank & Credit References

All inquiries for bank references must be made by fax. Credit References are available upon quest.

### **Bank of America**

Attn: Confirmation Department  
Reference: Republic Services Inc.  
Tax ID 65-0716904  
Phone: (803) 832-7770  
Fax (Toll #): (900) 733-5100  
Online: [www.bankVOD.com](http://www.bankVOD.com)

### **J P Morgan Chase Bank**

Attn: Confirmation Credit Inquiries  
PO Box 955200  
Fort Worth TX 76155-2732  
Reference AWIN Management, Inc.  
Tax ID 76-0353318  
Phone: (800) 550 8509  
Fax: (817) 345-3795

### **Wells Fargo**

Attn: Confirmation Department  
Reference: Republic Services, Inc.  
Tax ID 65-0716904  
Phone: (540) 563-7323  
Fax (Toll #) (844) 879-0544  
(Audits and Credit Inquiries)  
Fax: (844) 879-0416  
(Routing Number and Verification Requests)



## 4. Technical Proposal

### A. Base Services

#### Transfer Station: Contra Costa Transfer Station

Responsible waste disposal requires science, engineering, and technology to manage an evolving waste stream in a manner that is protective of the air, land, and water upon which our communities depend.

#### Post-Collection Process

After waste is collected the material will be delivered to one of two places: a transfer station for further consolidation and further transportation to a landfill or it will be directly hauled to a landfill for final disposal.

#### Transfer Station

A transfer station is frequently used in communities that are located outside the recommended drive time to a landfill or other post-collection facility. The purpose of transfer stations is to enable the efficient transfer of recycling and municipal solid waste from the collection trucks to tractor trailers that can more efficiently transport the material to the appropriate post-collection facility. Typical transfer stations consist of a large concrete tipping floor,

*Figure 14. **Transfer Stations.** Reduce wear on roads and trucks by offering an efficient and local transfer of material for transport to post-collection facilities*



#### **A national leader in compliant and sustainable transfer stations and landfills**

- Our transfer stations and landfills are designed, constructed, operated using the latest resources in environmental protection and monitoring technologies
- 77 landfill gas and renewable energy sites
- 1.4B gallons of treated water returned to nation's watershed

where collection trucks deposit the material after their trucks reach capacity on route. Once on the tip floor, material is transferred to larger tractor trailers where it is hauled to the local recycling center, landfill or other post-collection facility.

At Republic Services, our transfer stations are designed and operated to focus on safety, environmental responsibility and being a good neighbor. We invest frequently in Republic Services-operated facilities to ensure they meet appropriate standards for operations and fit seamlessly within the areas they are located.

Republic Services owns or operates 239 transfer stations throughout the United States.

In its simplest form, a transfer station is a facility with a designated receiving area where waste collection vehicles empty their loads. The waste is then consolidated and loaded into larger vehicles for more efficient transport to an area landfill. No overnight storage of waste occurs at a transfer station; waste is quickly consolidated and loaded into larger vehicles and moved offsite.

A transfer station allows waste to be efficiently transported long distances, driving down costs for businesses and residents and positively impacting the environment through reduced air emissions and energy usage. Benefits of transfer stations:

- Service customers faster
- Reduction of greenhouse gasses and traffic congestion



## Contra Costa Transfer Station Profile

Republic Services owns and operates the Contra Costa Transfer Station (CCTS) located at **951 Waterbird Way, Martinez, CA 94553.**

**Facility Hours:** 7 AM to 5:00 PM Monday – Saturday, except for observed holidays.

**Service Area:** Central Contra Costa County

**Capacity:** 1,900 tons of all material types listed below. There is a restriction of 60 tons per day for source separated food waste. However, CCTS is well within this capacity restriction averaging approximately 25 tons per day.

**This location’s Solid Waste Facility Permit number is 07-AA-0027.**

### Accepted Materials:

- Mixed Municipal Solid Waste
- Commercial food waste
- Wood/yard waste

- Mixed recyclables
- Commingled organics: food + yard waste
- Mattresses
- Electronic waste (e-waste)
- Appliances free of freon
- Tires
- Autoclaved medical wastes free of liquids.
- Hazardous waste is not accepted at this transfer station.

## Facility Operations

Collection trucks enter the Contra Costa Transfer Station (CCTS) and check in at one of the two scale houses at the entrance. The scale house tracks not only the inbound weight but also the truck number, commodity, route, and other details in our TRUX system for reporting. CCTS is permitted to accept up to 1,130 vehicles per day which includes collection vehicles and the general public. This truck capacity is well above our current average vehicles per day utilizing CCTS.

Each collection truck is then directed to the appropriate part of CCTS based on their load commodity and material source jurisdiction.

Figure 15. **Transfer Stations** reduce greenhouse gasses and traffic congestion in your community.







## Transfer Station Services

Republic Services has clearly labeled and delineated bays for each material stream, further separated depending on which jurisdiction or JPA the material was collected from by that collection vehicle. Organics bays are located outside along with wood piles, whereas designated areas for MSW, commercial food scraps, single-stream recycling, and construction & demolition materials are all located inside and under the roof of the CCTS' main tipping area.

Collection vehicles carrying commercial food waste will be unloading their material in an area near the Thor Turbo-Separator towards the front west part of the transfer station. Republic operations staff do an initial review of the pile and remove any obvious contamination, before the pile is loaded into the new Thor. Once the food scraps material makes its way through the Thor, the machine spits out a "contamination" pile, leaving the cleaned-up food scraps in a slurry which is loaded into the special Republic owned and operated transfer truck with a stainless steel, watertight end dump trailer that is designated only for pre-processed food waste to EBMUD for anaerobic digestion.

Republic Services partnered with CCCSWA in the development and operation of the award-winning commercial food scraps program and will continue to have CCTS receive and process food waste collected from the CCCSWA service area. This material is processed and consolidated into loads suitable for digestion at the EBMUD's wastewater treatment plant in Oakland, CA. The facility is fully permitted for receipt of this material. Republic Services invested \$1.5 Million to purchase and install the Thor Turbo-Separator at CCTS in 2020 specifically for the commercial food scraps program, in order to further improve the processed food scrap quality for anaerobic digestion. This has significantly improved operations at the wastewater treatment plant and reduces grit disposal costs that they pass along to CCCSWA.

All collection vehicles and transfer vehicles are weighed again at the scale house on

their way out of the transfer station. This data is used to calculate actual inbound and outbound weight for each material, for our reports to the Authority, County and CalRecycle purposes.

### Transfer and Transportation of Material

The Contra Costa Transfer and Recovery Station will continue to provide transfer and transport services for CCCSWA with enough capacity to meet its daily disposed volume needs. It is currently permitted to accept up to 1,900 tons per day, including 60 tons per day of commercial food waste, and can accommodate 1,130 vehicles per day. In addition to municipal solid waste and commercial food waste, CCTS also accepts wood and organics, mixed recyclables from specific franchise cities, mattresses, electronics, appliances free of freon, tires, and autoclaved medical waste free of liquids. The Contra Costa Transfer and Recovery Station provides safe, efficient, and cost-effective services to the CCCSWA and looks forward to continuing to provide source separated food waste services. The facility is a convenient, local, and highly efficient means to transfer and transport CCCSWA service area material destined for disposal and organic material for processing. Republic will transport materials in Republic-owned Transfer Vehicles safely and lawfully, as we have been doing for CCCSWA for decades. The proximity of our facilities to the CCCSWA service area significantly reduces greenhouse gas impacts on the community.

Republic Services will use standard industry practices to detect and reject Unpermitted Waste in a uniform manner and will not knowingly accept unpermitted waste at the transfer facility. Republic Services will also be responsible for minimizing contamination transported and delivered to the designated processing facilities through our operational practices and frequent communication with the Franchised Collector and the Authority. As the Collector and Transfer Station during the past franchise agreement, Republic Services has been successful in screening



contamination through efficient communication and coordination between our Operations team and our Sustainability Advisor Outreach team.

In addition to providing excellent service, Republic’s Contra Costa Transfer and Recovery Station currently provides Contra Costa County with annual franchise fees and other County service fees (LEA, Household Hazardous Waste and AB 939 fees) from the receipt of waste from the CCCSWA service area. These fees will not be available if material is delivered to a competing facility that is located outside of the County. Over the 10-year term of the franchise this amounts to nearly \$5,000,000 of general fund money for the County to support various social service and public safety programs.

Republic prides itself in its experience and skill in the operation of our solid waste transfer station and recycling facilities, bolstered by owning or operating 220 transfer stations and 78 material recovery facilities throughout the United States. Contra Costa Transfer and Recovery Station

is a valuable and highly efficient local asset for Republic’s delivery of post-collection disposal services. These factors, coupled with the vast resources and financial strength of Republic Services puts us in a unique position to provide consistent, high quality, safe, environmentally sound transfer services for CCCSWA.

**Other Operational Information**

- **Typical turnaround times:** 15 - 20 minutes
- **Worst-case turnaround times:** 30 minutes
- **Load checking programs:** All material types are first monitored and evaluated for potential contaminants and non-compliant waste upon entry at the transfer station’s scale house. It is again monitored at the transfer building floor and unloading areas designated for each commodity type. Any observed materials that are either contaminants, hazardous waste, and/or non-compliant waste is separated from the material stream and hauled away by a 3<sup>rd</sup> party contractor for proper disposal.

*Figure 16. Organic Pre-processing Facility. The Mega THOR Turbo Separator effectively separates contamination from the food waste stream*



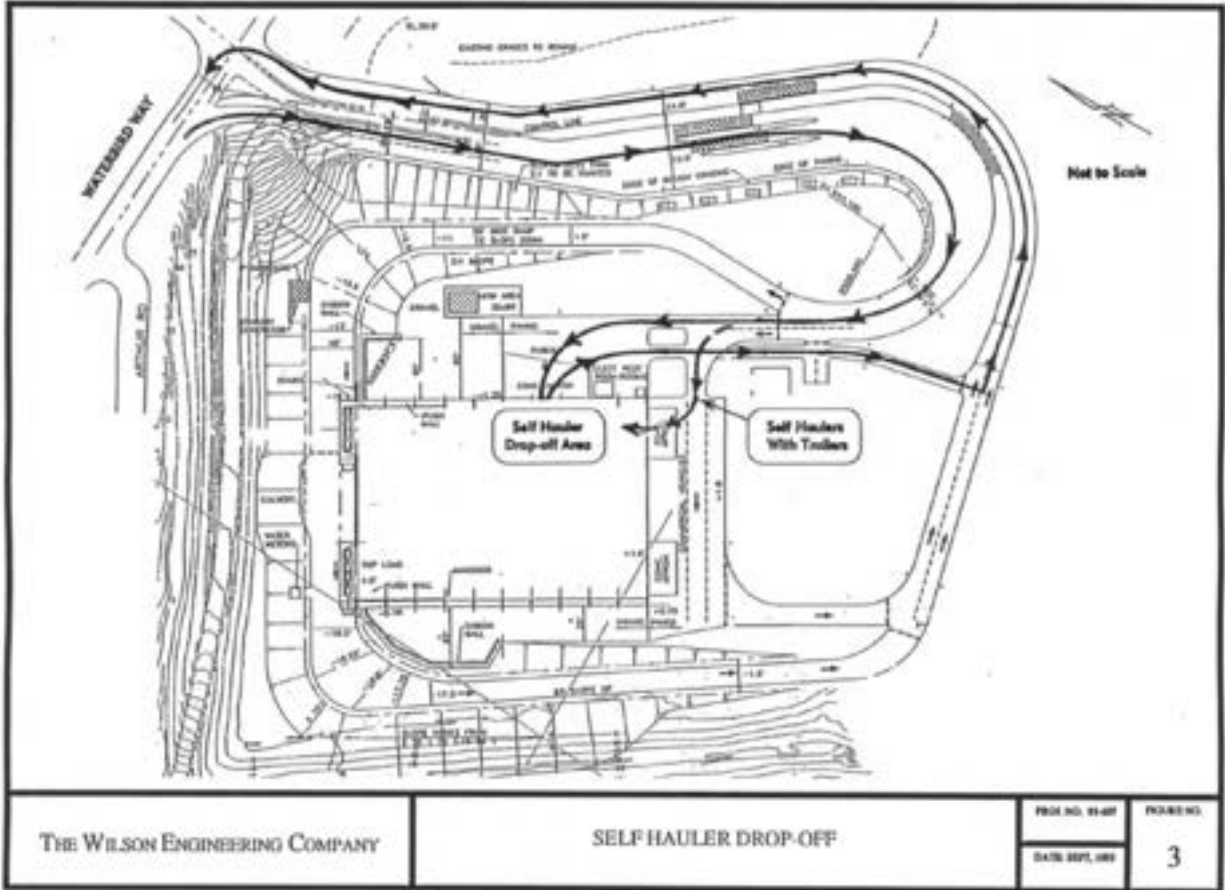


## Transfer Station Services

- **Scales:** 2 in-bound and 1 out-bound scales. All scales and scale decks are less than 3-years old and fully operational. Scales are operated by a full-time scale supervisor. Upon a truck's departure it is weighed-out to determine the tare weight for each vehicle. Weight tickets are all electronically generated unless a physical paper-copy is requested by the customer.
- **Reporting Capabilities:** Each truck is weighed for its contained volume minus the vehicle tare weight. Truck weights are tallied in real time and can be reported upon on-call per customer or on a routine monthly basis. As a transfer station, there is no direct diversion credit allocated by the facility for any material type. Diversion credits are applied at the end-processing and/or disposal site. Any divertible materials are screened and removed prior to transloading to an end-facility.

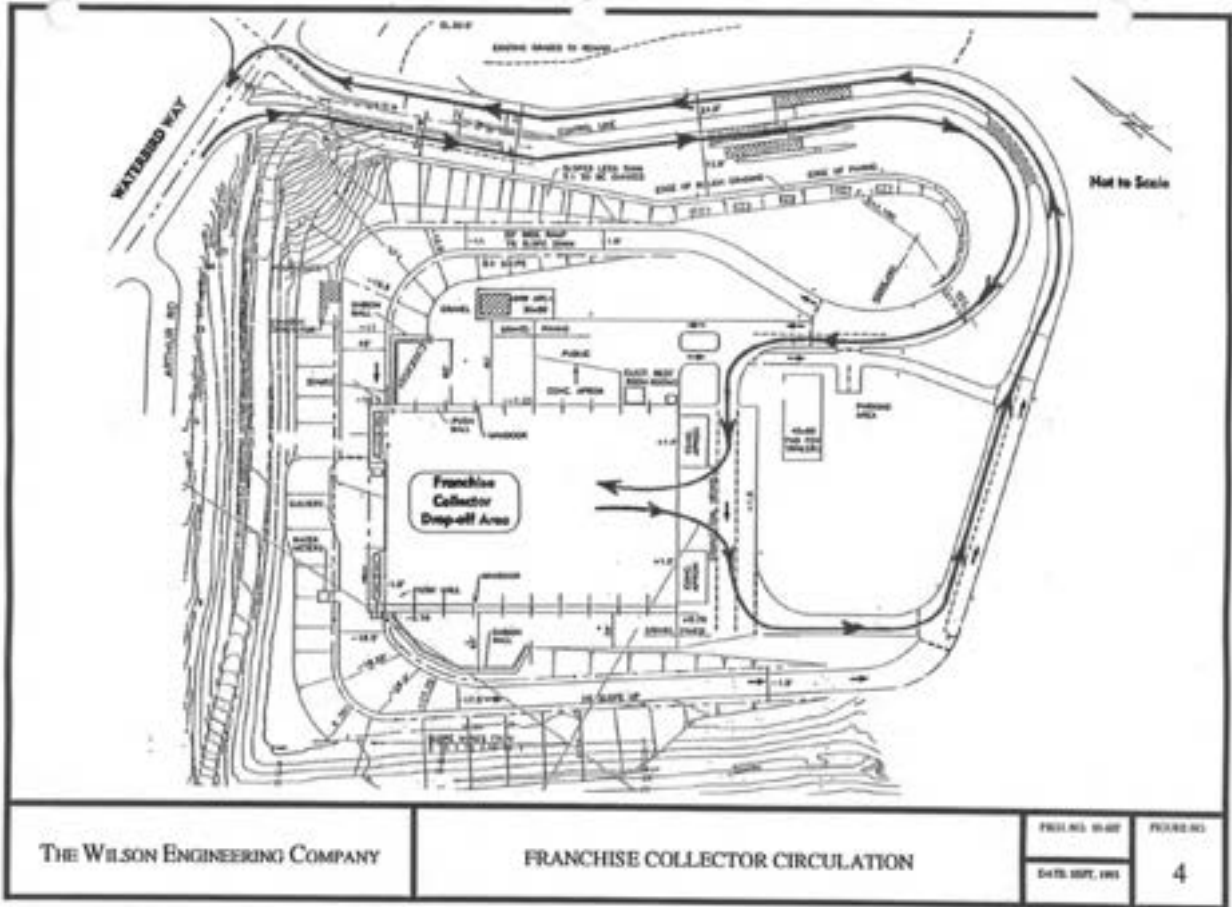


### Site Maps and Traffic Flow



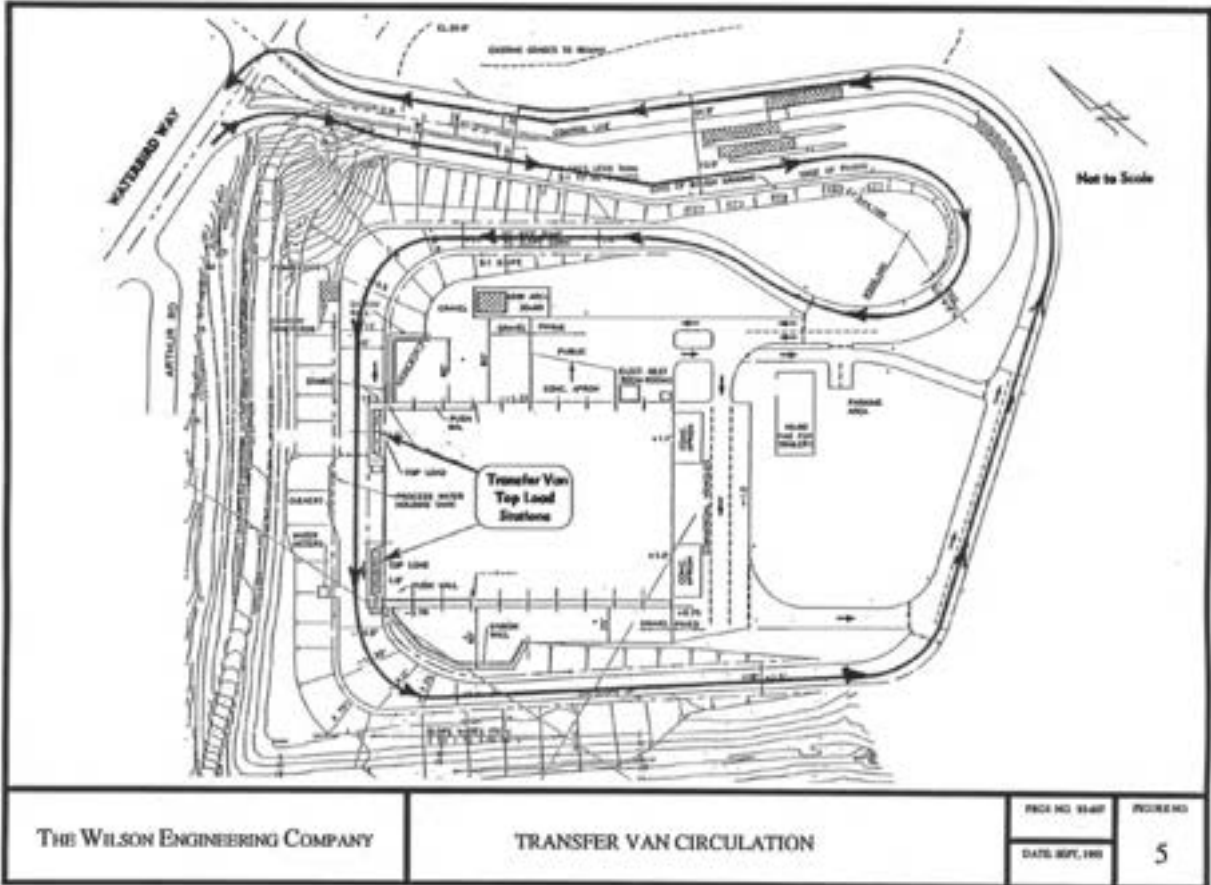


# Transfer Station Services





Transfer Station Services





## Regulatory Compliance

The entire facility is constructed to meet or exceed all Federal, State and Local standards which include prescriptive guidelines for engineering and design, detailed construction quality assurance procedures, air and surface water runoff monitoring, provisions for contact water as well as screening procedures for any household hazardous waste that may mistakenly arrive at the facility.

## Regulatory Points of Contact:

### Local Enforcement Agency

Muizz Mohammed, REHS  
 Contra Costa Environmental Health  
 2120 Diamond Blvd. STE 100  
 Concord, CA 94520  
 Cell: 925.768.5264  
 Main: 925.608.5544  
 Office: 925.608.5500  
[muizz.mohammed@cchealth.org](mailto:muizz.mohammed@cchealth.org)

### Water Board

Alan Friedman  
 1515 Clay Street, Suite 1400, Oakland,  
 California 94612  
 Phone: (510) 622-2300  
 FAX: (510) 622-2460  
 Alan.Friedman@waterboards.ca.gov  
<http://www.waterboards.ca.gov/sanfranciscobay>

### Air District

Daniel Oliver, Senior Air Quality Engineer  
 Bay Area Air Quality Management District,  
 Engineering Division | Permitting, Organic  
 Recovery, and Title V Section  
 375 Beale Street, Suite 600  
 San Francisco, CA 94105  
 Phone: (415)749-4730  
[doliver@baaqmd.gov](mailto:doliver@baaqmd.gov)

## Notices of violation and/or enforcement actions

For all notices of violation and/or enforcement actions, please refer to Section 3. Company Description. Sub-section D. Past Performance Record.

## Available Processing Capacity

Republic guarantees both annual and daily capacity for source separated food waste pre-processing at Contra Costa Transfer Station throughout the term of the agreement with the Central Contra Costa Solid Waste Authority. Contra Costa Transfer Station is permitted to accept up to 1,900 tons per day for all material types. This permitted daily throughput will guarantee disposal capacity for the volume generated and collected within the Authority's service area on a daily basis.

## Current Jurisdictions Using Contra Costa Transfer Station for Commercial Source Separated Food Waste

- CCCSWA (RecycleSmart):** ~5,000 annual tons of source separated food waste.  
 Contact: David Krueger, Executive Director  
 (925) 906-1803
- City of Daly City:** ~2,000 annual tons of source separated food waste.  
 Contact: Lelani Ramos, Assistant to the City Manager  
 (650) 991-81001

Source separated commercial food waste is only delivered to CCTS from the CCCSWA and Republic Services' Peninsula hauling division which collects food waste from the city of Daly City, CA.

## Import Restrictions and/or Fees

There are no import restrictions, taxes, or fees that will be applicable to the receipt of the commercial source separated food waste materials arriving at CCTS for pre-processing.

## Operations Restrictions

- Hours of Operations:** 7:00 am – 5:00 pm, Monday – Saturday (by permit).



## Transfer Station Services

However, most deliveries are concluded by 4:00 pm each day.

- **Daily Transfer Limitations:** 1,900 tons of MSW per day
- **Daily Limitations on Truck Arrivals:** 1,130 trucks per day

### Staffing

- Operations Manager: 1
- Lead Operator: 1
- Heavy Equipment Operator: 10
- Lead Technician: 1
- Technicians: 2
- Scale-house Attendants: 3
- Laborer: 4
- Lead Driver: 1
- Class-A Drivers: 22

### Worker Health and Safety Measures

Please reference Section 4. Technical Proposal, Sub-section C. Facility Safety Plans, for a comprehensive overview of all worker health and safety measures.

### Planned Changes

Republic Services does not anticipate any planned changes at the Contra Costa Transfer Station at this time.

### Method of tracking inbound tons and allocating outbound tons if the facility is receiving tonnage from multiple jurisdictions.

Republic Services has a disposal journal entry to allocate the tons monthly by account and waste stream using service yard capacity (described below). This data is then loaded into a volume report. This volume report is then provided to our disposal, composting and recycling sites to allocate the end use reporting to Cal Recycle or any other reporting agencies tied to our permits. Ensuring the same use of inbound ratios to outbound materials is critical to

accurate reporting and allocation of volumes.

The material collected by Republic Services is commingled across all the Authorities' Member Agencies; kept separate by waste stream, route, vehicle type, container type and month. This "Inbound" material is delivered to the approved transfer, disposal and processing facilities and tracked in separate accounts by Line of Business (Commercial, Multifamily, Industrial and Residential) and by Waste Stream (MSW, Recycling, Organics for Composting and source separated Food Waste). The inbound ratios of material by Member Agencies are then used to allocate the outbound materials for disposal, processing, residuals, overs, sale of material (such as finished compost) and etc.

Industrial material, C&D, and self-haul is additionally assigned by every load individually and has a weight that is directly tied to a Member Agency so the tonnage allocation is straight forward. For Commercial and Residential materials, we track the monthly tonnages collected by material stream and line of business and use the service capacity (container yards x frequency) for each Member Agency to allocate the monthly tons assigned to that specific jurisdiction. The same process is followed for allocating any total residual.

Please see example on the following page for how the allocation of inbound and outbound tons are currently being allocated for the CCCSWA.





Transfer Station Services

**CCCSWA Allocation Methodology Sample:**

Description	Yards* Lifts	Allocation	Tons
Uninc County - MSW - Residential	14,114.30	25%	900.58
Uninc County - MSW - Residential	63.98	0%	4.08
Danville - MSW - Residential	13,057.52	23%	833.15
Lafayette - MSW - Residential	6,936.42	12%	442.59
Moraga - MSW - Residential	3,499.18	6%	223.27
Orinda - MSW - Residential	4,969.69	9%	317.10
Uninc County - MSW - Residential	111.69	0%	7.13
Walnut Creek - MSW - Residential	14,234.31	25%	908.23
	56,987.09	100%	3,636.12

		Acct 21 Commercial	%	Acct 22 Industrial	%	Acct 23 Residential	%	Total	%
Dec-23	CCTS Trux MSW Tons	2,238.58		1,080.18		3,636.12		6,954.88	
Allocation	County	244.07	11%	48.73	5%	911.79	25%	1,204.59	17%
	Danville	257.59	12%	226.16	21%	833.15	23%	1,316.90	19%
	Lafayette	181.31	8%	78.15	7%	442.59	12%	702.05	10%
	Moraga	108.65	5%	41.55	4%	223.27	6%	373.47	5%
	Orinda	75.39	3%	25.93	2%	317.10	9%	418.42	6%
	Walnut Creek	1,371.57	61%	659.66	61%	908.23	25%	2,939.45	42%
		2,238.58	100%	1,080.18	100%	3,636.12	100%	6,954.88	100%
		32%		16%		52%			
	MSW Tons from CCCSWA Member Agencies - collected by RS of Contra Costa County (not adjusted for Schools)							6,954.88	38%
	MSW Tons from Non-CCCSWA Member Agencies							11,269.70	62%
								<u>18,224.58</u>	100%



## B. RDRS Reports

### Contra Costa Transfer Station Q4 – 2023

## RDRS Quarterly Report Summary 2023 Quarter 4

### Summary Information for Reporting Entity Filing Report

<b>Organization/Site:</b> Contra Costa Transfer & Recovery Station	<b>Physical Address:</b> 951 Waterbird Way, Martinez, California 94533
<b>Reporting Entity Name:</b> Contra Costa Transfer & Recovery Station	<b>Mailing Address:</b> 901 Bailey Road, Pittsburg, California 94565
<b>RDRS #:</b> RD10321	
<b>Reporting Entity Activity:</b> Transfer/Processor	
<b>Report Summary Generated On:</b> February 28, 2024	

### Quarterly Report Submittal Information

<b>Organization/Site:</b> Contra Costa Transfer & Recovery Station	<b>Submitted By:</b> Thandar Oo
<b>Report Year/Quarter:</b> 2023 Q4	<b>Phone:</b> (925) 232-2911
<b>Submittal Status:</b> Submitted	<b>E-mail:</b> too@republicservices.com
<b>Reporting Exemption:</b> No	<b>Primary Contact:</b> Rowena Correa
<b>Reporting Exemption Type:</b> N/A	<b>Signature Authority:</b> N/A
<b>Submitted On:</b> February 28, 2024	
<b>Last Revised On:</b> N/A	
<b>Revised Report:</b> No	
<b>Revision Number:</b> Original Submission	

### Reporting Entities

#### Parent and Dependent Reporting Entity Activities Covered by This Quarterly Report

RDRS ID	Entity Name	Activity Type
10321	Contra Costa Transfer & Recovery Station	Transfer/Processor

### Quarterly Report Revision History

Revision Number	Started On	Submitted On
Original Submission	02/28/2024	02/28/2024



## Inflows

### Summary Information and Inflow Methodology

Questions on methods used to determine inflow tons at your facility and why inflow tons reported from other facilities were changed.

#### Method(s) Used To Determine Tons Received

- Measurement methods using scales
  - Track material weight using certified scales.
- Exceptions – Measurement methods allowed by regulations without using scales
  - I record self-haul loads by volume and estimate disposal tonnages using volume to weight conversion factors.

### Summary of Total Inflow Tons Accepted for All Material Streams

Category	Tons Accepted by Your Facility
Tons Accepted from Transfer/Processors	0.00
Tons Accepted from Direct Haul	58,313.92
Total Tons Accepted	58,313.92

### Inflow Streams Accepted from Transfer/Processors

Material Accepted at Your Facility from Transfer/Processors (that reported in RDRS)

Organization/Site	Reporting Entity Name (RDRS #)	Material Stream	Material Type	Tons Sent to You (as reported by senders)	Tons Accepted by Your Facility	Approval Status
There are no inflows.						
<b>Total</b>				0.00	0.00	

Material Accepted from Transfer/Processors Who Are Not Listed Above

Organization/Site	Reporting Entity Name (RDRS #)	Material Stream	Material Type	Tons Accepted by Your Facility
There are no inflows.				
<b>Total</b>				0.00

### Inflow Streams Accepted from Direct Haul

Total Material Accepted from Direct Haul at Your Facility (Includes Processing Residuals)

Material Stream	Material Type	Tons Accepted by Your Facility
-----------------	---------------	--------------------------------



Solid Waste for Disposal	N/A	58,313.92
<b>Total</b>		<b>58,313.92</b>

## Outflows

### Outflow Streams Sent

- Brokering/Transporting
- Recycling/Composting
- Solid Waste for Disposal

### Outflow Summary

	<b>Tons</b>
<b>Solid Waste Disposal</b>	
Total Inflow of Solid Waste Disposal	58,313.92
Outflow of Solid Waste for Disposal	(57,758.79)
Remaining Solid Waste Available for Outflow	555.13
<b>Disaster Debris Disposal</b>	
Total Inflow of Disaster Debris	0.00
Outflow of Disaster Debris for Disposal	(0.00)
Remaining Disaster Debris Available for Outflow	0.00
<b>Designated Waste Disposal</b>	
Total Inflow of Designated Waste	0.00
Outflow of Designated Waste for Disposal	(0.00)
Remaining Designated Waste Available for Outflow	0.00
<b>Green Material for Potential Beneficial Reuse</b>	
Total Inflow of Green Material for Potential Beneficial Reuse	0.00
Outflow of Green Material for Potential Beneficial Reuse	(0.00)
Remaining Green Material for Potential Beneficial Reuse Available for Outflow	0.00
<b>Non-Green Material for Potential Beneficial Reuse</b>	
Total Inflow of Non-Green Material for Potential Beneficial Reuse	0.00
Outflow of Non-Green Material for Potential Beneficial Reuse	(0.00)
Remaining Non-Green Material for Potential Beneficial Reuse Available for Outflow	0.00
<b>Recycling/Composting</b>	
Total Outflow of Materials to Recycling/Composting Facilities	37,243.61
<b>End Use</b>	
Total Outflow of Materials to End Use	0.00
<b>Brokering/Transporting</b>	
Total Outflow of Materials to Transporters/Brokers	3,709.22

### Outflow Methodology

Questions on how outflow tons are determined and jurisdiction of origin is tracked.

Method(s) Used To Determine Tons Sent



- Track outflow amounts based on my own measurements of the following:
  - Track material weight using my own certified scales
  - Use material-specific volume to weight conversion factors to estimate tons
- Rely on the receiving facility to provide outflow amounts based on the facilities measurement of tons using the following methods:
  - Track material weight using facility certified scales

**Method(s) Used To Determine Jurisdiction Of Origin For Direct Haul Material (msw) Or Green Material Potential Beneficial Reuse From Direct Haul**

- Standard methods for each load of material accepted
  - Ask jurisdiction of origin at the gate at the time of delivery for each hauler/person bringing materials
  - Use periodic reports from the reporting entities delivering materials

**Outflow Detail by Material Stream**

Brokering/Transporting

Organization/Site	Reporting Entity Name (RDRS #)	Tons Sent	Material Type(s)
Southwick and Son Trucking	Southwick and Son Trucking - Broker/Transporter (RD11635)	3,709.22	Biofuels and Biogas
<b>Total</b>		<b>3,709.22</b>	

Recycling/Composting

Organization/Site	Reporting Entity Name (RDRS #)	Region (Country, State, Tribal Land)	Tons Sent	Material Type(s)
WCCSLF Organics Materials Processing	WCCSLF Organics Materials Processing (RD10641)		10,167.90	Compost
Forward Landfill	Forward Resource Recovery Facility (RD11176)		13,684.71	Compost
International Disposal Corporation of Ca	Newby Island Recyclery (RD10974)		4,817.54	Mixed Recyclables
International Disposal Corporation of Ca	Newby Island Recyclery (RD10974)		2,978.98	Compost
International Disposal Corporation of Ca	Newby Island Recyclery (RD10974)		948.05	Mixed CDI
Central Processing	Central Processing Facility (RD10639)		3,927.41	Mixed Recyclables



Facility				
East Bay MUD WWTP	East Bay MUD WWTP (RD10661)		576.84	Food Waste
Sims Metal Management	Sims Metal Management (RD10285)		140.91	Metal
West Coast Rubber Recycling	West Coast Rubber Recycling - Recycler/Composter (RD11296)		1.27	Whole Tires
<b>Total</b>			<b>37,243.61</b>	

**Solid Waste for Disposal**

Organization/Site	Reporting Entity Name (RDRS #)	Tons Sent	Material Type(s)
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	57,758.79	Mixed Solid Waste
<b>Total</b>		<b>57,758.79</b>	

**Solid Waste Disposal Allocations**

Complete the Following Only If You Changed the Default Allocation Of Tons Of Solid Waste (e.g., Actual Tons And Actual Percentages Were Modified): If You Modified the Defaults, Please Click the Edit Button To Provide Your Reason(s) For Doing So.

- I track loads from transfer/processors as they are processed separately from tracking direct haul

**Total Material Sent from Direct Haul and Transfer/Processors Based on Inflow**

**Total Sent to Solid Waste for Disposal**  
57,758.79

**Total Material Received from Transfer/Processors Sent to Disposal Facilities and/or Transfer/Processors**

<b>Tons</b>	<b>Percentage</b>
0.00	0.00

**Total Material Received from Direct Haul Sent to Disposal Facilities and/or Transfer/Processors**

<b>Tons</b>	<b>Percentage</b>
57,758.79	100.00

**Solid Waste Allocation by Destination**

**Sent To**  
Keller Canyon Landfill (Keller Canyon Landfill, RD10351)

Received from Organization/Site	Reporting Entity Activity	Sent to Organization/Site	Reporting Entity Activity	Percentage Sent to Disposal Based on Inflows	Estimated Tons Sent Based on Inflow	Actual Percentage	Actual Tons	Review Status
Direct Haul		Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	100.00	57,758.79	100.00	57,758.79	Accepted
<b>Total</b>				<b>100.00</b>	<b>57,758.79</b>	<b>100.00</b>	<b>57,758.79</b>	



### Green Material Potential Beneficial Reuse Allocations

Complete the Following Only If You Changed the Default Allocation Of Tons Of Green Material For Potential Beneficial Reuse (e.g., Actual Tons And Actual Percentages Were Modified): If You Modified the Defaults, Please Click the Edit Button To Provide Your Reason(s) For Doing So.

- Not answered yet.

#### Total Material Sent from Direct Haul and Transfer/Processors Based on Inflow

**Total Sent to Green Material Potential Beneficial Reuse**  
0.00

**Total Material Received from Transfer/Processors Sent to Disposal Facilities and/or Transfer/Processors**

Tons	Percentage
0.00	0.00

**Total Material Received from Direct Haul Sent to Disposal Facilities and/or Transfer/Processors**

Tons	Percentage
0.00	0.00

#### Green Material Potential Beneficial Reuse Allocation by Destination

There are no green material allocations.



### Disposal Origins

Complete the Following Only If You Changed the Default Jurisdiction Tons Of Solid Waste (e.g., Actual Tons Sent To Each Destination From Each Jurisdiction Were Modified): If You Modified the Defaults, Please Click the Edit Button To Provide Your Reason(s) For Doing So.

- Other - Based on % of inflows

#### Direct Haul Disposal Origins Accepted

**Total Direct Haul Disposal Inflow Tons**  
58,313.92

Jurisdiction of Origin	Host Assigned	State, Country or Tribal Land	Tons Accepted	Percentage Accepted
Alameda	No	California, United States	0.35	0.00
Alameda-Unincorporated	No	California, United States	4.20	0.01
Albany	No	California, United States	5.34	0.01
Antioch	No	California, United States	13,089.97	22.45
Benicia	No	California, United States	4,264.20	7.31
Berkeley	No	California, United States	28.32	0.05
Brentwood	No	California, United States	10.36	0.02
Clayton	No	California, United States	1,200.78	2.06
Concord	No	California, United States	2,537.29	4.35
Contra Costa-Unincorporated	No	California, United States	6,828.81	11.71
Daly City	No	California, United States	0.49	0.00
Danville	No	California, United States	4,281.77	7.34
Dublin	No	California, United States	2.70	0.00
El Cerrito	No	California, United States	3.07	0.01
Fairfield	No	California, United States	26.34	0.05
Fremont	No	California, United States	1.99	0.00
Hayward	No	California, United States	7.52	0.01





Transfer Station Services

Hercules	No	California, United States	26.31	0.05
Lafayette	No	California, United States	2,433.57	4.17
Livermore	No	California, United States	2.39	0.00
Marin-Unincorporated	No	California, United States	2.71	0.00
Martinez	No	California, United States	6,470.43	11.10
Moraga	No	California, United States	1,315.24	2.26
Napa	No	California, United States	2.39	0.00
Oakland	No	California, United States	83.09	0.14
Orinda	No	California, United States	1,547.07	2.65
Palo Alto	No	California, United States	3.75	0.01
Piedmont	No	California, United States	3.78	0.01
Pinole	No	California, United States	26.74	0.05
Pittsburg	No	California, United States	54.76	0.09
Pleasant Hill	No	California, United States	4,437.54	7.61
Pleasanton	No	California, United States	4.83	0.01
Redwood City	No	California, United States	3.10	0.01
Richmond	No	California, United States	57.64	0.10
Sacramento	No	California, United States	2.15	0.00
Sacramento-Unincorporated	No	California, United States	6.35	0.01
San Francisco	No	California, United States	37.80	0.06
San Jose	No	California, United States	5.80	0.01
San Leandro	No	California, United States	5.27	0.01
San Mateo	No	California, United States	4.06	0.01
San Pablo	No	California, United States	17.38	0.03
San Rafael	No	California, United	2.34	0.00



Transfer Station Services

		States		
San Ramon	No	California, United States	167.82	0.29
Santa Rosa	No	California, United States	1.23	0.00
Suisun City	No	California, United States	11.49	0.02
Vacaville	No	California, United States	10.93	0.02
Vallejo	No	California, United States	55.17	0.09
Walnut Creek	No	California, United States	9,217.29	15.81
<b>Total</b>			<b>58,313.92</b>	<b>100.00</b>

**Disposal Allocation by Destination for Direct Haul**

Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Tons Sent Percentage
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	57,758.79	100.00
<b>Total</b>		<b>57,758.79</b>	<b>100.00</b>

**Disposal Origins Destination and Material Sent**

Jurisdiction of Origin	Host Assigned	State, Country or Tribal Land	Estimated Tons Sent	Estimated Percentage Sent	Actual Tons Sent	Actual Percentage Sent	Status
Alameda	No	California, United States	0.35	0.00	0.35	0.00	Accepted
Alameda-Unincorporated	No	California, United States	4.16	0.01	4.16	0.01	Accepted
Albany	No	California, United States	5.29	0.01	5.29	0.01	Accepted
Antioch	No	California, United States	12,965.36	22.45	12,965.36	22.45	Accepted
Benicia	No	California, United States	4,223.61	7.31	4,223.61	7.31	Accepted
Berkeley	No	California, United States	28.05	0.05	28.05	0.05	Accepted
Brentwood	No	California, United States	10.26	0.02	10.26	0.02	Accepted
Clayton	No	California, United States	1,189.35	2.06	1,189.35	2.06	Accepted
Concord	No	California, United States	2,513.14	4.35	2,513.14	4.35	Accepted
Contra Costa-Unincorporated	No	California,	6,763.80	11.71	6,763.80	11.71	Accepted



Transfer Station Services

		United States					
Daly City	No	California, United States	0.49	0.00	0.49	0.00	Accepted
Danville	No	California, United States	4,241.01	7.34	4,241.01	7.34	Accepted
Dublin	No	California, United States	2.67	0.00	2.67	0.00	Accepted
El Cerrito	No	California, United States	3.04	0.01	3.04	0.01	Accepted
Fairfield	No	California, United States	26.09	0.05	26.09	0.05	Accepted
Fremont	No	California, United States	1.97	0.00	1.97	0.00	Accepted
Hayward	No	California, United States	7.45	0.01	7.45	0.01	Accepted
Hercules	No	California, United States	26.06	0.05	26.06	0.05	Accepted
Lafayette	No	California, United States	2,410.40	4.17	2,410.40	4.17	Accepted
Livermore	No	California, United States	2.37	0.00	2.37	0.00	Accepted
Marin-Unincorporated	No	California, United States	2.68	0.00	2.68	0.00	Accepted
Martinez	No	California, United States	6,408.83	11.10	6,408.83	11.10	Accepted
Moraga	No	California, United States	1,302.72	2.26	1,302.72	2.26	Accepted
Napa	No	California, United States	2.37	0.00	2.37	0.00	Accepted
Oakland	No	California, United States	82.30	0.14	82.30	0.14	Accepted
Orinda	No	California, United States	1,532.34	2.65	1,532.34	2.65	Accepted
Palo Alto	No	California, United States	3.71	0.01	3.71	0.01	Accepted
Piedmont	No	California, United States	3.74	0.01	3.74	0.01	Accepted
Pinole	No	California, United States	26.49	0.05	26.49	0.05	Accepted



Transfer Station Services

Pittsburg	No	California, United States	54.24	0.09	54.24	0.09	Accepted
Pleasant Hill	No	California, United States	4,395.30	7.61	4,395.30	7.61	Accepted
Pleasanton	No	California, United States	4.78	0.01	4.78	0.01	Accepted
Redwood City	No	California, United States	3.07	0.01	3.07	0.01	Accepted
Richmond	No	California, United States	57.09	0.10	57.09	0.10	Accepted
Sacramento	No	California, United States	2.13	0.00	2.13	0.00	Accepted
Sacramento-Unincorporated	No	California, United States	6.29	0.01	6.29	0.01	Accepted
San Francisco	No	California, United States	37.44	0.06	37.44	0.06	Accepted
San Jose	No	California, United States	5.74	0.01	5.74	0.01	Accepted
San Leandro	No	California, United States	5.22	0.01	5.22	0.01	Accepted
San Mateo	No	California, United States	4.02	0.01	4.02	0.01	Accepted
San Pablo	No	California, United States	17.21	0.03	17.21	0.03	Accepted
San Rafael	No	California, United States	2.32	0.00	2.32	0.00	Accepted
San Ramon	No	California, United States	166.22	0.29	166.22	0.29	Accepted
Santa Rosa	No	California, United States	1.22	0.00	1.22	0.00	Accepted
Suisun City	No	California, United States	11.38	0.02	11.38	0.02	Accepted
Vacaville	No	California, United States	10.83	0.02	10.83	0.02	Accepted
Vallejo	No	California, United States	54.64	0.09	54.64	0.09	Accepted
Walnut Creek	No	California, United States	9,129.54	15.81	9,129.54	15.81	Accepted
<b>Total</b>			<b>57,758.78</b>	<b>100.00</b>	<b>57,758.78</b>	<b>100.00</b>	



**Jurisdiction of Origin: Alameda**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	0.35	Accepted
<b>Total</b>		<b>0.35</b>	

**Jurisdiction of Origin: Alameda-Unincorporated**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	4.16	Accepted
<b>Total</b>		<b>4.16</b>	

**Jurisdiction of Origin: Albany**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	5.29	Accepted
<b>Total</b>		<b>5.29</b>	

**Jurisdiction of Origin: Antioch**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	12,965.36	Accepted
<b>Total</b>		<b>12,965.36</b>	

**Jurisdiction of Origin: Benicia**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	4,223.61	Accepted
<b>Total</b>		<b>4,223.61</b>	

**Jurisdiction of Origin: Berkeley**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	28.05	Accepted
<b>Total</b>		<b>28.05</b>	

**Jurisdiction of Origin: Brentwood**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	10.26	Accepted
<b>Total</b>		<b>10.26</b>	

**Jurisdiction of Origin: Clayton**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	1,189.35	Accepted
<b>Total</b>		<b>1,189.35</b>	



**Jurisdiction of Origin: Concord**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	2,513.14	Accepted
<b>Total</b>		<b>2,513.14</b>	

**Jurisdiction of Origin: Contra Costa-Unincorporated**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	6,763.80	Accepted
<b>Total</b>		<b>6,763.80</b>	

**Jurisdiction of Origin: Daly City**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	0.49	Accepted
<b>Total</b>		<b>0.49</b>	

**Jurisdiction of Origin: Danville**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	4,241.01	Accepted
<b>Total</b>		<b>4,241.01</b>	

**Jurisdiction of Origin: Dublin**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	2.67	Accepted
<b>Total</b>		<b>2.67</b>	

**Jurisdiction of Origin: El Cerrito**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	3.04	Accepted
<b>Total</b>		<b>3.04</b>	

**Jurisdiction of Origin: Fairfield**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	26.09	Accepted
<b>Total</b>		<b>26.09</b>	

**Jurisdiction of Origin: Fremont**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	1.97	Accepted
<b>Total</b>		<b>1.97</b>	



**Jurisdiction of Origin: Hayward**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	7.45	Accepted
<b>Total</b>		<b>7.45</b>	

**Jurisdiction of Origin: Hercules**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	26.06	Accepted
<b>Total</b>		<b>26.06</b>	

**Jurisdiction of Origin: Lafayette**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	2,410.40	Accepted
<b>Total</b>		<b>2,410.40</b>	

**Jurisdiction of Origin: Livermore**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	2.37	Accepted
<b>Total</b>		<b>2.37</b>	

**Jurisdiction of Origin: Marin-Unincorporated**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	2.68	Accepted
<b>Total</b>		<b>2.68</b>	

**Jurisdiction of Origin: Martinez**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	6,408.83	Accepted
<b>Total</b>		<b>6,408.83</b>	

**Jurisdiction of Origin: Moraga**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	1,302.72	Accepted
<b>Total</b>		<b>1,302.72</b>	

**Jurisdiction of Origin: Napa**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	2.37	Accepted
<b>Total</b>		<b>2.37</b>	



**Jurisdiction of Origin: Oakland**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	82.30	Accepted
<b>Total</b>		<b>82.30</b>	

**Jurisdiction of Origin: Orinda**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	1,532.34	Accepted
<b>Total</b>		<b>1,532.34</b>	

**Jurisdiction of Origin: Palo Alto**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	3.71	Accepted
<b>Total</b>		<b>3.71</b>	

**Jurisdiction of Origin: Piedmont**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	3.74	Accepted
<b>Total</b>		<b>3.74</b>	

**Jurisdiction of Origin: Pinole**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	26.49	Accepted
<b>Total</b>		<b>26.49</b>	

**Jurisdiction of Origin: Pittsburg**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	54.24	Accepted
<b>Total</b>		<b>54.24</b>	

**Jurisdiction of Origin: Pleasant Hill**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	4,395.30	Accepted
<b>Total</b>		<b>4,395.30</b>	

**Jurisdiction of Origin: Pleasanton**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	4.78	Accepted
<b>Total</b>		<b>4.78</b>	





**Jurisdiction of Origin: Redwood City**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	3.07	Accepted
<b>Total</b>		<b>3.07</b>	

**Jurisdiction of Origin: Richmond**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	57.09	Accepted
<b>Total</b>		<b>57.09</b>	

**Jurisdiction of Origin: Sacramento**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	2.13	Accepted
<b>Total</b>		<b>2.13</b>	

**Jurisdiction of Origin: Sacramento-Unincorporated**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	6.29	Accepted
<b>Total</b>		<b>6.29</b>	

**Jurisdiction of Origin: San Francisco**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	37.44	Accepted
<b>Total</b>		<b>37.44</b>	

**Jurisdiction of Origin: San Jose**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	5.74	Accepted
<b>Total</b>		<b>5.74</b>	

**Jurisdiction of Origin: San Leandro**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	5.22	Accepted
<b>Total</b>		<b>5.22</b>	

**Jurisdiction of Origin: San Mateo**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	4.02	Accepted
<b>Total</b>		<b>4.02</b>	



**Jurisdiction of Origin: San Pablo**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	17.21	Accepted
<b>Total</b>		<b>17.21</b>	

**Jurisdiction of Origin: San Rafael**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	2.32	Accepted
<b>Total</b>		<b>2.32</b>	

**Jurisdiction of Origin: San Ramon**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	166.22	Accepted
<b>Total</b>		<b>166.22</b>	

**Jurisdiction of Origin: Santa Rosa**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	1.22	Accepted
<b>Total</b>		<b>1.22</b>	

**Jurisdiction of Origin: Suisun City**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	11.38	Accepted
<b>Total</b>		<b>11.38</b>	

**Jurisdiction of Origin: Vacaville**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	10.83	Accepted
<b>Total</b>		<b>10.83</b>	

**Jurisdiction of Origin: Vallejo**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	54.64	Accepted
<b>Total</b>		<b>54.64</b>	

**Jurisdiction of Origin: Walnut Creek**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	9,129.54	Accepted
<b>Total</b>		<b>9,129.54</b>	



### Green Material Potential Beneficial Reuse Origins

Complete the Following Only If You Changed the Default Jurisdiction Tons Of Green Material For Potential Beneficial Reuse (e.g., Actual Tons Sent To Each Destination From Each Jurisdiction Were Modified): If You Modified the Defaults, Please Click the Edit Button To Provide Your Reason(s) For Doing So.

- Not answered yet.

#### Direct Haul Green Material Potential Beneficial Reuse Origins Accepted

Total Direct Haul Green Material Potential Beneficial Reuse Inflow Tons

0.00

Jurisdiction of Origin	Host Assigned	State, Country or Tribal Land	Tons Accepted	Percentage Accepted
There are no direct hauled green material potential beneficial reuse origins.				
<b>Total</b>			<b>0.00</b>	<b>0.00</b>

#### Green Material Potential Beneficial Reuse Allocation by Destination for Direct Haul

Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Tons Sent Percentage
There are no green material potential beneficial reuse allocations.			
<b>Total</b>		<b>0.00</b>	<b>0.00</b>

#### Green Material Potential Beneficial Reuse Origins Destination and Material Sent

Jurisdiction of Origin	Host Assigned	State, Country or Tribal Land	Estimated Tons Sent	Estimated Percentage Sent	Actual Tons Sent	Actual Percentage Sent	Status
There are no green material potential beneficial reuse origin destinations.							
<b>Total</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	



## Source Sector

### Source Sector for Solid Waste Sent

#### Methodology Used

- Assign source sector based on billing records
- Use periodic reports from contract haulers on the source sectors of their routes
- Asking all incoming loads if they are bringing waste from residential routes, commercial routes or as a self-hauler

**Total Sent to Disposal from Direct Haul:**  
57,758.79

Source Sector	Tons Sent	Percentage
Commercial	19,886.32	34.43
Residential	19,055.11	32.99
Self-Haul	18,817.36	32.58
<b>Total</b>	<b>57,758.79</b>	<b>100.00</b>



## Organics Measurement

### Mixed Waste Organic Collection Stream(s)

Question	Answer
Does your reporting entity receive one or more mixed waste organic collection streams?	No

### Source Separated Organic Waste Collection Stream(s)

Question	Answer
Does your reporting entity receive one or more source separated organic waste collection streams?	Yes

#### Report the sum for the quarter:

Question	Answer	Notes For 0 Entry
Total incoming weight of source separated organic waste collection streams (tons):	34,121.13	
Total outgoing weight of all material recovered from source separated organic waste collection streams (sent out for end use, recovery, and further processing) (tons):	31,117.65	
Total outgoing weight of all material sent to disposal (as defined in the SB 1383 regulations, 18983.1) from source separated organic waste collection streams (tons):	3,317.09	

#### Report the sum for the ten-day measurement period:

Question	Answer	Notes For 0 Entry
Outgoing weight of organic waste recovered from source separated organic waste collection streams (sent out for end use, recovery, and further processing) (tons):	3,669.38	
Outgoing weight of organic waste from source separated organic waste collection streams sent for disposal (as defined in the SB 1383 regulations, 18983.1) (tons):	375.66	
Did this facility use an Alternative Measurement Protocol to implement the 10-day evaluation?	Not Answered	

### Gray Container Collection Stream(s)

Question	Answer	Notes For 0 Entry
Does your reporting entity receive more than 500 tons of material from the gray container collection stream from at least one jurisdiction annually?	Yes	
Report the percentage of remnant organic waste in the gray container waste evaluation sample performed by your reporting entity this quarter:	0.19	
Did this facility use an Alternative Measurement Protocol to implement the evaluation?	Not Answered	



**Composting or In-Vessel Digestion Operations**

Question	Answer	Notes For 0 Entry
Does your reporting entity have at least one dependent composting and/or in-vessel digestion operation on site that is active and required to report?	No	

**Review Flags**

**Review and Submit Status (Flags generated and reviewed)**

Severity	Status	Source	Type	Description
Correction Required	Closed	Disposal Origins	Total Direct Haul Tons accepted in the origins tab does not equal the total direct hauled disposal inflow tons	The total solid waste for disposal tons accepted entered in the Direct Hauled Origins tab does not match the Total Direct Hauled solid waste for disposal tons reported in Inflows. Please correct this so that the tons accepted matches the tons reported in Inflows.
Correction Required	Closed	Disposal Origins	Disposal tons sent to a facility do not match between the Disposal Origins and Disposal Allocations tabs.	Within the Disposal Origins tab, the tons sent to each destination facility within one or more jurisdictions were modified so that the total tons sent to Keller Canyon Landfill according to the Disposal Origins tab did not match the total tons sent to that facility – that were from direct haul – according to the Disposal Allocations tab. To correct this error, go to the Disposal Origins tab. Click Review, click Destination Details, and then modify the jurisdiction tons sent values for each jurisdiction and destination facility such that the total tonnage sent to each facility matches the direct haul value reported for each destination facility on the Disposal Allocations tab.
Correction Required	Closed	Disposal Origins	One or more records in the Direct Hauled Origins Destination and Material sent table have not been accepted and/or modified.	One or more jurisdiction records in the Direct Hauled Origins Destination and Material sent table have not been accepted and/or modified. Please review the accepted/modified column and accept or modify any jurisdiction material sent records that do not have an accepted or modified status.

**Documents**

**Documents Added to the Report**

Document Type	Title	Description	Document Date	File Name
There are no documents.				



## Contra Costa Transfer Station Q3 – 2023

### RDRS Quarterly Report Summary 2023 Quarter 3

#### Summary Information for Reporting Entity Filing Report

<b>Organization/Site:</b> Contra Costa Transfer & Recovery Station	<b>Physical Address:</b> 951 Waterbird Way, Martinez, California 94533
<b>Reporting Entity Name:</b> Contra Costa Transfer & Recovery Station	<b>Mailing Address:</b> 901 Bailey Road, Pittsburg, California 94565
<b>RDRS #:</b> RD10321	
<b>Reporting Entity Activity:</b> Transfer/Processor	
<b>Report Summary Generated On:</b> November 30, 2023	

#### Quarterly Report Submittal Information

<b>Organization/Site:</b> Contra Costa Transfer & Recovery Station	<b>Submitted By:</b> Thandar Oo
<b>Report Year/Quarter:</b> 2023 Q3	<b>Phone:</b> (925) 232-2911
<b>Submittal Status:</b> Submitted	<b>E-mail:</b> too@republicservices.com
<b>Reporting Exemption:</b> No	<b>Primary Contact:</b> Rowena Correa
<b>Reporting Exemption Type:</b> N/A	<b>Signature Authority:</b> N/A
<b>Submitted On:</b> November 30, 2023	
<b>Last Revised On:</b> N/A	
<b>Revised Report:</b> No	
<b>Revision Number:</b> Original Submission	

#### Reporting Entities

##### Parent and Dependent Reporting Entity Activities Covered by This Quarterly Report

RDRS ID	Entity Name	Activity Type
10321	Contra Costa Transfer & Recovery Station	Transfer/Processor

#### Quarterly Report Revision History

Revision Number	Started On	Submitted On
Original Submission	11/28/2023	11/30/2023



## Inflows

### Summary Information and Inflow Methodology

Questions on methods used to determine inflow tons at your facility and why inflow tons reported from other facilities were changed.

#### Method(s) Used To Determine Tons Received

- Measurement methods using scales
  - Track material weight using certified scales.
- Exceptions – Measurement methods allowed by regulations without using scales
  - I record self-haul loads by volume and estimate disposal tonnages using volume to weight conversion factors.

### Summary of Total Inflow Tons Accepted for All Material Streams

Category	Tons Accepted by Your Facility
Tons Accepted from Transfer/Processors	0.00
Tons Accepted from Direct Haul	61,223.23
Total Tons Accepted	61,223.23

### Inflow Streams Accepted from Transfer/Processors

Material Accepted at Your Facility from Transfer/Processors (that reported in RDRS)

Organization/Site	Reporting Entity Name (RDRS #)	Material Stream	Material Type	Tons Sent to You (as reported by senders)	Tons Accepted by Your Facility	Approval Status
There are no inflows.						
<b>Total</b>				0.00	0.00	

Material Accepted from Transfer/Processors Who Are Not Listed Above

Organization/Site	Reporting Entity Name (RDRS #)	Material Stream	Material Type	Tons Accepted by Your Facility
There are no inflows.				
<b>Total</b>				0.00

### Inflow Streams Accepted from Direct Haul

Total Material Accepted from Direct Haul at Your Facility (Includes Processing Residuals)

Material Stream	Material Type	Tons Accepted by Your Facility
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Solid Waste for Disposal	N/A	61,223.23
<b>Total</b>		<b>61,223.23</b>

## Outflows

### Outflow Streams Sent

- Brokering/Transporting
- Recycling/Composting
- Solid Waste for Disposal

### Outflow Summary

	<b>Tons</b>
<b>Solid Waste Disposal</b>	
Total Inflow of Solid Waste Disposal	61,223.23
Outflow of Solid Waste for Disposal	(68,419.04)
Remaining Solid Waste Available for Outflow	-7,195.81
<b>Disaster Debris Disposal</b>	
Total Inflow of Disaster Debris	0.00
Outflow of Disaster Debris for Disposal	(0.00)
Remaining Disaster Debris Available for Outflow	0.00
<b>Designated Waste Disposal</b>	
Total Inflow of Designated Waste	0.00
Outflow of Designated Waste for Disposal	(0.00)
Remaining Designated Waste Available for Outflow	0.00
<b>Green Material for Potential Beneficial Reuse</b>	
Total Inflow of Green Material for Potential Beneficial Reuse	0.00
Outflow of Green Material for Potential Beneficial Reuse	(0.00)
Remaining Green Material for Potential Beneficial Reuse Available for Outflow	0.00
<b>Non-Green Material for Potential Beneficial Reuse</b>	
Total Inflow of Non-Green Material for Potential Beneficial Reuse	0.00
Outflow of Non-Green Material for Potential Beneficial Reuse	(0.00)
Remaining Non-Green Material for Potential Beneficial Reuse Available for Outflow	0.00
<b>Recycling/Composting</b>	
Total Outflow of Materials to Recycling/Composting Facilities	32,827.62
<b>End Use</b>	
Total Outflow of Materials to End Use	0.00
<b>Brokering/Transporting</b>	
Total Outflow of Materials to Transporters/Brokers	4,013.65

### Outflow Methodology

Questions on how outflow tons are determined and jurisdiction of origin is tracked.

Method(s) Used To Determine Tons Sent



- Track outflow amounts based on my own measurements of the following:
  - Track material weight using my own certified scales
  - Use material-specific volume to weight conversion factors to estimate tons
- Rely on the receiving facility to provide outflow amounts based on the facilities measurement of tons using the following methods:
  - Track material weight using facility certified scales

Method(s) Used To Determine Jurisdiction Of Origin For Direct Haul Material (msw) Or Green Material Potential Beneficial Reuse From Direct Haul

- Standard methods for each load of material accepted
  - Ask jurisdiction of origin at the gate at the time of delivery for each hauler/person bringing materials
  - Use periodic reports from the reporting entities delivering materials

**Outflow Detail by Material Stream**

Brokering/Transporting

Organization/Site	Reporting Entity Name (RDRS #)	Tons Sent	Material Type(s)
Southwick and Son Trucking	Southwick and Son Trucking - Broker/Transporter (RD11635)	4,013.65	Biofuels and Biogas
<b>Total</b>		<b>4,013.65</b>	

Recycling/Composting

Organization/Site	Reporting Entity Name (RDRS #)	Region (Country, State, Tribal Land)	Tons Sent	Material Type(s)
WCCSLF Organics Materials Processing	WCCSLF Organics Materials Processing (RD10641)		8,031.13	Compost
Forward Landfill	Forward Resource Recovery Facility (RD11176)		13,933.84	Compost
International Disposal Corporation of Ca	Newby Island Recyclery (RD10974)		4,849.27	Mixed Recyclables
International Disposal Corporation of Ca	Newby Island Recyclery (RD10974)		1,294.40	Mixed CDI
Central Processing Facility	Central Processing Facility (RD10639)		3,555.22	Mixed Recyclables
East Bay MUD WWTP	East Bay MUD WWTP (RD10661)		781.67	Food Waste



Sims Metal Management	Sims Metal Management (RD10285)		184.67	Metal
Vasco Road Landfill	Vasco Road Landfill (RD10316)		196.08	Mixed CDI
West Coast Rubber Recycling	West Coast Rubber Recycling - Recycler/Composter (RD11296)		1.34	Whole Tires
<b>Total</b>			<b>32,827.62</b>	

**Solid Waste for Disposal**

Organization/Site	Reporting Entity Name (RDRS #)	Tons Sent	Material Type(s)
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	68,419.04	Mixed Solid Waste
<b>Total</b>		<b>68,419.04</b>	

**Solid Waste Disposal Allocations**

Complete the Following Only If You Changed the Default Allocation Of Tons Of Solid Waste (e.g., Actual Tons And Actual Percentages Were Modified): If You Modified the Defaults, Please Click the Edit Button To Provide Your Reason(s) For Doing So.

- Not answered yet.

**Total Material Sent from Direct Haul and Transfer/Processors Based on Inflow**

**Total Sent to Solid Waste for Disposal**  
68,419.04

**Total Material Received from Transfer/Processors Sent to Disposal Facilities and/or Transfer/Processors**

<b>Tons</b>	<b>Percentage</b>
0.00	0.00

**Total Material Received from Direct Haul Sent to Disposal Facilities and/or Transfer/Processors**

<b>Tons</b>	<b>Percentage</b>
68,419.04	100.00

**Solid Waste Allocation by Destination**

**Sent To**

Keller Canyon Landfill (Keller Canyon Landfill, RD10351)

Received from Organization/Site	Reporting Entity Activity	Sent to Organization/Site	Reporting Entity Activity	Percentage Sent to Disposal Based on Inflows	Estimated Tons Sent Based on Inflow	Actual Percentage	Actual Tons	Review Status
Direct Haul		Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	100.00	68,419.04	100.00	68,419.04	Accepted
<b>Total</b>				<b>100.00</b>	<b>68,419.04</b>	<b>100.00</b>	<b>68,419.04</b>	



## Green Material Potential Beneficial Reuse Allocations

Complete the Following Only If You Changed the Default Allocation Of Tons Of Green Material For Potential Beneficial Reuse (e.g., Actual Tons And Actual Percentages Were Modified): If You Modified the Defaults, Please Click the Edit Button To Provide Your Reason(s) For Doing So.

- Not answered yet.

### Total Material Sent from Direct Haul and Transfer/Processors Based on Inflow

**Total Sent to Green Material Potential Beneficial Reuse**  
0.00

**Total Material Received from Transfer/Processors Sent to Disposal Facilities and/or Transfer/Processors**

Tons	Percentage
0.00	0.00

**Total Material Received from Direct Haul Sent to Disposal Facilities and/or Transfer/Processors**

Tons	Percentage
0.00	0.00

### Green Material Potential Beneficial Reuse Allocation by Destination

There are no green material allocations.



### Disposal Origins

Complete the Following Only If You Changed the Default Jurisdiction Tons Of Solid Waste (e.g., Actual Tons Sent To Each Destination From Each Jurisdiction Were Modified): If You Modified the Defaults, Please Click the Edit Button To Provide Your Reason(s) For Doing So.

- Other - Based on % of inflows

### Direct Haul Disposal Origins Accepted

Total Direct Haul Disposal Inflow Tons  
61,223.23

Jurisdiction of Origin	Host Assigned	State, Country or Tribal Land	Tons Accepted	Percentage Accepted
Alameda	No	California, United States	2.29	0.00
Alameda-Unincorporated	No	California, United States	4.47	0.01
Albany	No	California, United States	5.91	0.01
American Canyon	No	California, United States	0.87	0.00
Antioch	No	California, United States	11,984.43	19.57
Benicia	No	California, United States	4,977.40	8.13
Berkeley	No	California, United States	31.46	0.05
Brentwood	No	California, United States	6.72	0.01
Campbell	No	California, United States	0.62	0.00
Clayton	No	California, United States	1,237.91	2.02
Concord	No	California, United States	2,501.62	4.09
Contra Costa-Unincorporated	No	California, United States	6,628.37	10.83
Daly City	No	California, United States	3.77	0.01
Danville	No	California, United States	4,752.05	7.76
Dublin	No	California, United States	2.50	0.00
El Cerrito	No	California, United States	8.31	0.01
Emeryville	No	California, United States	1.39	0.00



Transfer Station Services

Fairfield	No	California, United States	18.52	0.03
Fremont	No	California, United States	3.14	0.01
Hayward	No	California, United States	8.28	0.01
Hercules	No	California, United States	41.61	0.07
Lafayette	No	California, United States	2,683.36	4.38
Livermore	No	California, United States	2.75	0.00
Marin-Unincorporated	No	California, United States	0.91	0.00
Martinez	No	California, United States	7,440.69	12.15
Milpitas	No	California, United States	0.35	0.00
Moraga	No	California, United States	1,375.36	2.25
Napa	No	California, United States	6.06	0.01
Oakland	No	California, United States	85.18	0.14
Orinda	No	California, United States	1,580.85	2.58
Palo Alto	No	California, United States	3.48	0.01
Piedmont	No	California, United States	3.91	0.01
Pinole	No	California, United States	20.50	0.03
Pittsburg	No	California, United States	46.68	0.08
Pleasant Hill	No	California, United States	5,023.13	8.20
Pleasanton	No	California, United States	5.92	0.01
Redwood City	No	California, United States	2.41	0.00
Richmond	No	California, United States	48.73	0.08
Sacramento	No	California, United States	2.47	0.00
San Francisco	No	California, United States	36.10	0.06
San Joaquin-Unincorporated	No	California, United States	2.07	0.00
San Jose	No	California, United States	1.10	0.00



Transfer Station Services

		States		
San Leandro	No	California, United States	4.72	0.01
San Mateo	No	California, United States	1.75	0.00
San Pablo	No	California, United States	11.53	0.02
San Rafael	No	California, United States	3.90	0.01
San Ramon	No	California, United States	132.23	0.22
Santa Clara	No	California, United States	0.37	0.00
Santa Rosa	No	California, United States	1.75	0.00
Solano-Unincorporated	No	California, United States	0.84	0.00
Stockton	No	California, United States	1.79	0.00
Suisun City	No	California, United States	3.50	0.01
Union City	No	California, United States	0.15	0.00
Vacaville	No	California, United States	3.52	0.01
Vallejo	No	California, United States	63.55	0.10
Walnut Creek	No	California, United States	10,399.98	16.99
<b>Total</b>			<b>61,223.23</b>	<b>99.98</b>

**Disposal Allocation by Destination for Direct Haul**

Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Tons Sent Percentage
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	68,419.04	100.00
<b>Total</b>		<b>68,419.04</b>	<b>100.00</b>

**Disposal Origins Destination and Material Sent**

Jurisdiction of Origin	Host Assigned	State, Country or Tribal Land	Estimated Tons Sent	Estimated Percentage Sent	Actual Tons Sent	Actual Percentage Sent	Status
Alameda	No	California, United States	2.56	0.00	2.56	0.00	Accepted
Alameda-Unincorporated	No	California, United States	5.00	0.01	5.00	0.01	Accepted
Albany	No	California, United States	6.60	0.01	6.60	0.01	Accepted



Transfer Station Services

		States					
American Canyon	No	California, United States	0.97	0.00	0.97	0.00	Accepted
Antioch	No	California, United States	13,393.01	19.57	13,393.01	19.57	Accepted
Benicia	No	California, United States	5,562.41	8.13	5,562.41	8.13	Accepted
Berkeley	No	California, United States	35.16	0.05	35.16	0.05	Accepted
Brentwood	No	California, United States	7.51	0.01	7.51	0.01	Accepted
Campbell	No	California, United States	0.69	0.00	0.69	0.00	Accepted
Clayton	No	California, United States	1,383.41	2.02	1,383.41	2.02	Accepted
Concord	No	California, United States	2,795.65	4.09	2,795.65	4.09	Accepted
Contra Costa-Unincorporated	No	California, United States	7,407.43	10.83	7,407.43	10.83	Accepted
Daly City	No	California, United States	4.21	0.01	4.21	0.01	Accepted
Danville	No	California, United States	5,310.58	7.76	5,310.58	7.76	Accepted
Dublin	No	California, United States	2.79	0.00	2.79	0.00	Accepted
El Cerrito	No	California, United States	9.29	0.01	9.29	0.01	Accepted
Emeryville	No	California, United States	1.55	0.00	1.55	0.00	Accepted
Fairfield	No	California, United States	20.70	0.03	20.70	0.03	Accepted
Fremont	No	California, United States	3.51	0.01	3.51	0.01	Accepted
Hayward	No	California, United States	9.25	0.01	9.25	0.01	Accepted
Hercules	No	California, United States	46.50	0.07	46.50	0.07	Accepted
Lafayette	No	California, United States	2,998.75	4.38	2,998.75	4.38	Accepted
Livermore	No	California	3.07	0.00	3.07	0.00	Accepted





Transfer Station Services

		United States					
Marin-Unincorporated	No	California, United States	1.02	0.00	1.02	0.00	Accepted
Martinez	No	California, United States	8,315.22	12.15	8,315.22	12.15	Accepted
Milpitas	No	California, United States	0.39	0.00	0.39	0.00	Accepted
Moraga	No	California, United States	1,537.01	2.25	1,537.01	2.25	Accepted
Napa	No	California, United States	6.77	0.01	6.77	0.01	Accepted
Oakland	No	California, United States	95.19	0.14	95.19	0.14	Accepted
Orinda	No	California, United States	1,766.65	2.58	1,766.65	2.58	Accepted
Palo Alto	No	California, United States	3.89	0.01	3.89	0.01	Accepted
Piedmont	No	California, United States	4.37	0.01	4.37	0.01	Accepted
Pinole	No	California, United States	22.91	0.03	22.91	0.03	Accepted
Pittsburg	No	California, United States	52.17	0.08	52.17	0.08	Accepted
Pleasant Hill	No	California, United States	5,613.52	8.20	5,613.52	8.20	Accepted
Pleasanton	No	California, United States	6.62	0.01	6.62	0.01	Accepted
Redwood City	No	California, United States	2.69	0.00	2.69	0.00	Accepted
Richmond	No	California, United States	54.46	0.08	54.46	0.08	Accepted
Sacramento	No	California, United States	2.76	0.00	2.76	0.00	Accepted
San Francisco	No	California, United States	40.34	0.06	40.34	0.06	Accepted
San Joaquin-Unincorporated	No	California, United States	2.31	0.00	2.31	0.00	Accepted
San Jose	No	California, United States	1.23	0.00	1.23	0.00	Accepted



Transfer Station Services

San Leandro	No	California, United States	5.27	0.01	5.27	0.01	Accepted
San Mateo	No	California, United States	1.96	0.00	1.96	0.00	Accepted
San Pablo	No	California, United States	12.89	0.02	12.89	0.02	Accepted
San Rafael	No	California, United States	4.36	0.01	4.36	0.01	Accepted
San Ramon	No	California, United States	147.77	0.22	147.77	0.22	Accepted
Santa Clara	No	California, United States	0.41	0.00	0.41	0.00	Accepted
Santa Rosa	No	California, United States	1.96	0.00	1.96	0.00	Accepted
Solano-Unincorporated	No	California, United States	0.94	0.00	0.94	0.00	Accepted
Stockton	No	California, United States	2.00	0.00	2.00	0.00	Accepted
Suisun City	No	California, United States	3.91	0.01	3.91	0.01	Accepted
Union City	No	California, United States	0.17	0.00	0.17	0.00	Accepted
Vacaville	No	California, United States	3.93	0.01	3.93	0.01	Accepted
Vallejo	No	California, United States	71.02	0.10	71.02	0.10	Accepted
Walnut Creek	No	California, United States	11,622.33	16.99	11,622.33	16.99	Accepted
<b>Total</b>			<b>68,419.04</b>	<b>99.98</b>	<b>68,419.04</b>	<b>99.98</b>	

**Jurisdiction of Origin: Alameda**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	2.56	Accepted
<b>Total</b>		<b>2.56</b>	

**Jurisdiction of Origin: Alameda-Unincorporated**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	5.00	Accepted
<b>Total</b>		<b>5.00</b>	



**Jurisdiction of Origin: Albany**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	6.60	Accepted
<b>Total</b>		<b>6.60</b>	

**Jurisdiction of Origin: American Canyon**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	0.97	Accepted
<b>Total</b>		<b>0.97</b>	

**Jurisdiction of Origin: Antioch**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	13,393.01	Accepted
<b>Total</b>		<b>13,393.01</b>	

**Jurisdiction of Origin: Benicia**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	5,562.41	Accepted
<b>Total</b>		<b>5,562.41</b>	

**Jurisdiction of Origin: Berkeley**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	35.16	Accepted
<b>Total</b>		<b>35.16</b>	

**Jurisdiction of Origin: Brentwood**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	7.51	Accepted
<b>Total</b>		<b>7.51</b>	

**Jurisdiction of Origin: Campbell**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	0.69	Accepted
<b>Total</b>		<b>0.69</b>	

**Jurisdiction of Origin: Clayton**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	1,383.41	Accepted
<b>Total</b>		<b>1,383.41</b>	



**Jurisdiction of Origin: Concord**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	2,795.65	Accepted
<b>Total</b>		<b>2,795.65</b>	

**Jurisdiction of Origin: Contra Costa-Unincorporated**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	7,407.43	Accepted
<b>Total</b>		<b>7,407.43</b>	

**Jurisdiction of Origin: Daly City**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	4.21	Accepted
<b>Total</b>		<b>4.21</b>	

**Jurisdiction of Origin: Danville**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	5,310.58	Accepted
<b>Total</b>		<b>5,310.58</b>	

**Jurisdiction of Origin: Dublin**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	2.79	Accepted
<b>Total</b>		<b>2.79</b>	

**Jurisdiction of Origin: El Cerrito**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	9.29	Accepted
<b>Total</b>		<b>9.29</b>	

**Jurisdiction of Origin: Emeryville**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	1.55	Accepted
<b>Total</b>		<b>1.55</b>	

**Jurisdiction of Origin: Fairfield**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	20.70	Accepted
<b>Total</b>		<b>20.70</b>	



**Jurisdiction of Origin: Fremont**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	3.51	Accepted
<b>Total</b>		<b>3.51</b>	

**Jurisdiction of Origin: Hayward**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	9.25	Accepted
<b>Total</b>		<b>9.25</b>	

**Jurisdiction of Origin: Hercules**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	46.50	Accepted
<b>Total</b>		<b>46.50</b>	

**Jurisdiction of Origin: Lafayette**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	2,998.75	Accepted
<b>Total</b>		<b>2,998.75</b>	

**Jurisdiction of Origin: Livermore**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	3.07	Accepted
<b>Total</b>		<b>3.07</b>	

**Jurisdiction of Origin: Marin-Unincorporated**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	1.02	Accepted
<b>Total</b>		<b>1.02</b>	

**Jurisdiction of Origin: Martinez**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	8,315.22	Accepted
<b>Total</b>		<b>8,315.22</b>	

**Jurisdiction of Origin: Milpitas**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	0.39	Accepted
<b>Total</b>		<b>0.39</b>	



**Jurisdiction of Origin: Moraga**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	1,537.01	Accepted
<b>Total</b>		<b>1,537.01</b>	

**Jurisdiction of Origin: Napa**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	6.77	Accepted
<b>Total</b>		<b>6.77</b>	

**Jurisdiction of Origin: Oakland**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	95.19	Accepted
<b>Total</b>		<b>95.19</b>	

**Jurisdiction of Origin: Orinda**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	1,766.65	Accepted
<b>Total</b>		<b>1,766.65</b>	

**Jurisdiction of Origin: Palo Alto**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	3.89	Accepted
<b>Total</b>		<b>3.89</b>	

**Jurisdiction of Origin: Piedmont**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	4.37	Accepted
<b>Total</b>		<b>4.37</b>	

**Jurisdiction of Origin: Pinole**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	22.91	Accepted
<b>Total</b>		<b>22.91</b>	

**Jurisdiction of Origin: Pittsburg**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	52.17	Accepted
<b>Total</b>		<b>52.17</b>	



**Jurisdiction of Origin: Pleasant Hill**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	5,613.52	Accepted
<b>Total</b>		<b>5,613.52</b>	

**Jurisdiction of Origin: Pleasanton**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	6.62	Accepted
<b>Total</b>		<b>6.62</b>	

**Jurisdiction of Origin: Redwood City**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	2.69	Accepted
<b>Total</b>		<b>2.69</b>	

**Jurisdiction of Origin: Richmond**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	54.46	Accepted
<b>Total</b>		<b>54.46</b>	

**Jurisdiction of Origin: Sacramento**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	2.76	Accepted
<b>Total</b>		<b>2.76</b>	

**Jurisdiction of Origin: San Francisco**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	40.34	Accepted
<b>Total</b>		<b>40.34</b>	

**Jurisdiction of Origin: San Joaquin-Unincorporated**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	2.31	Accepted
<b>Total</b>		<b>2.31</b>	

**Jurisdiction of Origin: San Jose**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	1.23	Accepted
<b>Total</b>		<b>1.23</b>	



**Jurisdiction of Origin: San Leandro**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	5.27	Accepted
<b>Total</b>		<b>5.27</b>	

**Jurisdiction of Origin: San Mateo**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	1.96	Accepted
<b>Total</b>		<b>1.96</b>	

**Jurisdiction of Origin: San Pablo**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	12.89	Accepted
<b>Total</b>		<b>12.89</b>	

**Jurisdiction of Origin: San Rafael**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	4.36	Accepted
<b>Total</b>		<b>4.36</b>	

**Jurisdiction of Origin: San Ramon**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	147.77	Accepted
<b>Total</b>		<b>147.77</b>	

**Jurisdiction of Origin: Santa Clara**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	0.41	Accepted
<b>Total</b>		<b>0.41</b>	

**Jurisdiction of Origin: Santa Rosa**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	1.96	Accepted
<b>Total</b>		<b>1.96</b>	

**Jurisdiction of Origin: Solano-Unincorporated**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	0.94	Accepted
<b>Total</b>		<b>0.94</b>	





**Jurisdiction of Origin: Stockton**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	2.00	Accepted
<b>Total</b>		<b>2.00</b>	

**Jurisdiction of Origin: Suisun City**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	3.91	Accepted
<b>Total</b>		<b>3.91</b>	

**Jurisdiction of Origin: Union City**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	0.17	Accepted
<b>Total</b>		<b>0.17</b>	

**Jurisdiction of Origin: Vacaville**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	3.93	Accepted
<b>Total</b>		<b>3.93</b>	

**Jurisdiction of Origin: Vallejo**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	71.02	Accepted
<b>Total</b>		<b>71.02</b>	

**Jurisdiction of Origin: Walnut Creek**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	11,622.33	Accepted
<b>Total</b>		<b>11,622.33</b>	



### Green Material Potential Beneficial Reuse Origins

Complete the Following Only If You Changed the Default Jurisdiction Tons Of Green Material For Potential Beneficial Reuse (e.g., Actual Tons Sent To Each Destination From Each Jurisdiction Were Modified): If You Modified the Defaults, Please Click the Edit Button To Provide Your Reason(s) For Doing So.

- Not answered yet.

#### Direct Haul Green Material Potential Beneficial Reuse Origins Accepted

Total Direct Haul Green Material Potential Beneficial Reuse Inflow Tons  
0.00

Jurisdiction of Origin	Host Assigned	State, Country or Tribal Land	Tons Accepted	Percentage Accepted
There are no direct hauled green material potential beneficial reuse origins.				
<b>Total</b>			<b>0.00</b>	<b>0.00</b>

#### Green Material Potential Beneficial Reuse Allocation by Destination for Direct Haul

Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Tons Sent Percentage
There are no green material potential beneficial reuse allocations.			
<b>Total</b>		<b>0.00</b>	<b>0.00</b>

#### Green Material Potential Beneficial Reuse Origins Destination and Material Sent

Jurisdiction of Origin	Host Assigned	State, Country or Tribal Land	Estimated Tons Sent	Estimated Percentage Sent	Actual Tons Sent	Actual Percentage Sent	Status
There are no green material potential beneficial reuse origin destinations.							
<b>Total</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	



## Source Sector

### Source Sector for Solid Waste Sent

#### Methodology Used

- Assign source sector based on billing records
- Use periodic reports from contract haulers on the source sectors of their routes
- Asking all incoming loads if they are bringing waste from residential routes, commercial routes or as a self-hauler

**Total Sent to Disposal from Direct Haul:**  
68,419.04

Source Sector	Tons Sent	Percentage
Commercial	22,362.31	32.68
Residential	21,305.86	31.14
Self-Haul	24,750.86	36.18
<b>Total</b>	<b>68,419.03</b>	<b>100.00</b>



## Organics Measurement

### Mixed Waste Organic Collection Stream(s)

Question	Answer
Does your reporting entity receive one or more mixed waste organic collection streams?	No

### Source Separated Organic Waste Collection Stream(s)

Question	Answer
Does your reporting entity receive one or more source separated organic waste collection streams?	Yes

#### Report the sum for the quarter:

Question	Answer	Notes For 0 Entry
Total incoming weight of source separated organic waste collection streams (tons):	27,588.81	
Total outgoing weight of all material recovered from source separated organic waste collection streams (sent out for end use, recovery, and further processing) (tons):	26,760.29	
Total outgoing weight of all material sent to disposal (as defined in the SB 1383 regulations, 18983.1) from source separated organic waste collection streams (tons):	2,081.90	

#### Report the sum for the ten-day measurement period:

Question	Answer	Notes For 0 Entry
Outgoing weight of organic waste recovered from source separated organic waste collection streams (sent out for end use, recovery, and further processing) (tons):	3,270.92	
Outgoing weight of organic waste from source separated organic waste collection streams sent for disposal (as defined in the SB 1383 regulations, 18983.1) (tons):	239.49	

### Gray Container Collection Stream(s)

Question	Answer	Notes For 0 Entry
Does your reporting entity receive more than 500 tons of material from the gray container collection stream from at least one jurisdiction annually?	Yes	
Report the percentage of remnant organic waste in the gray container waste evaluation sample performed by your reporting entity this quarter:	0.20	

### Composting or In-Vessel Digestion Operations

Question	Answer	Notes For 0 Entry
Does your reporting entity have at least one dependent composting and/or in-vessel digestion operation on site that is active and required to report?	No	



## Review Flags

### Review and Submit Status (Flags generated and reviewed)

Severity	Status	Source	Type	Description
Correction Required	Closed	Inflows	Methods used to determine tons accepted from other facilities or direct haul and reasons for changing default inflow tons questions not completed	The 'Methods used to determine tons accepted at the facility' section in the Inflows tab has not been completed. Please check one or more methods used to determine tons accepted at your facility to close this flag. Also if you have modified any default tonnages sent from other transfer/processors as reported in RDRS please check the reasons why.
Correction Required	Closed	Disposal Allocations	The total allocation of disposal sent to a destination facility does not equal 100%.	On the Disposal Allocations tab, the tons sent to destination facility Contra Costa Transfer & Recovery Station were modified such that the total "Actual Percentage" sent to Contra Costa Transfer & Recovery Station was not 100%. Please change the values entered into the "Actual Percentage" or "Actual Tons" columns for destination facility Contra Costa Transfer & Recovery Station so that the total "Actual Percentage" sent to Contra Costa Transfer & Recovery Station is 100%.
Correction Required	Closed	Disposal Allocations	Some sent to disposal destination allocations were not accepted and/or modified.	Each sent to destination facility in the Allocations tab requires that each record for material recieved and sent out must be accepted or modified. One or more records has not been accepted or modified. Please review the allocations page and accept or modify all records for material sent.
Correction Required	Closed	Disposal Origins	One or more records in the Direct Hauled Origins Destination and Material sent table have not been accepted and/or modified.	One or more jurisdiction records in the Direct Hauled Origins Destination and Material sent table have not been accepted and/or modified. Please review the accepted/modified column and accept or modify any jurisdiction material sent records that do not have an accepted or modified status.
Correction Required	Closed	Disposal Allocations	The default disposal tons sent to destinations were changed in the allocation section but questions asking why tons were changed were not answered.	On the Allocations tab, you changed one or more of the actual tons sent for disposal to a destination from the estimated tons based on inflows but did not answer the questions asking why you changed the default values. Select Edit at the top of the page to answer the questions on why you changed the default allocation values.



## Documents

### Documents Added to the Report

Document Type	Title	Description	Document Date	File Name
There are no documents.				



## Contra Costa Transfer Station Q2 – 2023

### RDRS Quarterly Report Summary 2023 Quarter 2

#### Summary Information for Reporting Entity Filing Report

<b>Organization/Site:</b> Contra Costa Transfer & Recovery Station	<b>Physical Address:</b> 951 Waterbird Way, Martinez, California 94533
<b>Reporting Entity Name:</b> Contra Costa Transfer & Recovery Station	<b>Mailing Address:</b> 901 Bailey Road, Pittsburg, California 94565
<b>RDRS #:</b> RD10321	
<b>Reporting Entity Activity:</b> Transfer/Processor	
<b>Report Summary Generated On:</b> August 17, 2023	

#### Quarterly Report Submittal Information

<b>Organization/Site:</b> Contra Costa Transfer & Recovery Station	<b>Submitted By:</b> Joanna Kinzel
<b>Report Year/Quarter:</b> 2023 Q2	<b>Phone:</b> (925) 482-4953
<b>Submittal Status:</b> Submitted	<b>E-mail:</b> Jkinzel2@republicservices.com
<b>Reporting Exemption:</b> No	<b>Primary Contact:</b> Rowena Correa
<b>Reporting Exemption Type:</b> N/A	<b>Signature Authority:</b> N/A
<b>Submitted On:</b> August 17, 2023	
<b>Last Revised On:</b> N/A	
<b>Revised Report:</b> No	
<b>Revision Number:</b> Original Submission	

#### Reporting Entities

Parent and Dependent Reporting Entity Activities Covered by This Quarterly Report

RDRS ID	Entity Name	Activity Type
10321	Contra Costa Transfer & Recovery Station	Transfer/Processor

#### Quarterly Report Revision History

Revision Number	Started On	Submitted On
Original Submission	08/17/2023	08/17/2023



## Inflows

### Summary Information and Inflow Methodology

Questions on methods used to determine inflow tons at your facility and why inflow tons reported from other facilities were changed.

#### Method(s) Used To Determine Tons Received

- Measurement methods using scales
  - Track material weight using certified scales.
- Exceptions – Measurement methods allowed by regulations without using scales
  - I record self-haul loads by volume and estimate disposal tonnages using volume to weight conversion factors.

### Summary of Total Inflow Tons Accepted for All Material Streams

Category	Tons Accepted by Your Facility
Tons Accepted from Transfer/Processors	0.00
Tons Accepted from Direct Haul	73,331.38
Total Tons Accepted	73,331.38

### Inflow Streams Accepted from Transfer/Processors

Material Accepted at Your Facility from Transfer/Processors (that reported in RDRS)

Organization/Site	Reporting Entity Name (RDRS #)	Material Stream	Material Type	Tons Sent to You (as reported by senders)	Tons Accepted by Your Facility	Approval Status
There are no inflows.						
Total				0.00	0.00	

Material Accepted from Transfer/Processors Who Are Not Listed Above

Organization/Site	Reporting Entity Name (RDRS #)	Material Stream	Material Type	Tons Accepted by Your Facility
There are no inflows.				
Total				0.00

### Inflow Streams Accepted from Direct Haul

Total Material Accepted from Direct Haul at Your Facility (Includes Processing Residuals)

Material Stream	Material Type	Tons Accepted by Your Facility
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Recycling & Disposal Reporting System (RDRS)

Solid Waste for Disposal	N/A	73,331.38
<b>Total</b>		<b>73,331.38</b>

## Outflows

### Outflow Streams Sent

- Brokering/Transporting
- Recycling/Composting
- Solid Waste for Disposal

### Outflow Summary

	<b>Tons</b>
<b>Solid Waste Disposal</b>	
Total Inflow of Solid Waste Disposal	73,331.38
Outflow of Solid Waste for Disposal	(73,046.24)
Remaining Solid Waste Available for Outflow	285.14
<b>Disaster Debris Disposal</b>	
Total Inflow of Disaster Debris	0.00
Outflow of Disaster Debris for Disposal	(0.00)
Remaining Disaster Debris Available for Outflow	0.00
<b>Designated Waste Disposal</b>	
Total Inflow of Designated Waste	0.00
Outflow of Designated Waste for Disposal	(0.00)
Remaining Designated Waste Available for Outflow	0.00
<b>Green Material for Potential Beneficial Reuse</b>	
Total Inflow of Green Material for Potential Beneficial Reuse	0.00
Outflow of Green Material for Potential Beneficial Reuse	(0.00)
Remaining Green Material for Potential Beneficial Reuse Available for Outflow	0.00
<b>Non-Green Material for Potential Beneficial Reuse</b>	
Total Inflow of Non-Green Material for Potential Beneficial Reuse	0.00
Outflow of Non-Green Material for Potential Beneficial Reuse	(0.00)
Remaining Non-Green Material for Potential Beneficial Reuse Available for Outflow	0.00
<b>Recycling/Composting</b>	
Total Outflow of Materials to Recycling/Composting Facilities	30,398.36
<b>End Use</b>	
Total Outflow of Materials to End Use	0.00
<b>Brokering/Transporting</b>	
Total Outflow of Materials to Transporters/Brokers	5,234.04

### Outflow Methodology

Questions on how outflow tons are determined and jurisdiction of origin is tracked.



- Track outflow amounts based on my own measurements of the following:
  - Track material weight using my own certified scales
  - Use material-specific volume to weight conversion factors to estimate tons
- Rely on the receiving facility to provide outflow amounts based on the facilities measurement of tons using the following methods:
  - Track material weight using facility certified scales

**Method(s) Used To Determine Jurisdiction Of Origin For Direct Haul Material (msw) Or Green Material Potential Beneficial Reuse From Direct Haul**

- Standard methods for each load of material accepted
  - Ask jurisdiction of origin at the gate at the time of delivery for each hauler/person bringing materials
  - Use periodic reports from the reporting entities delivering materials

**Outflow Detail by Material Stream**

Brokering/Transporting

Organization/Site	Reporting Entity Name (RDRS #)	Tons Sent	Material Type(s)
Southwick and Son Trucking	Southwick and Son Trucking - Broker/Transporter (RD11635)	5,234.04	Biofuels and Biogas
<b>Total</b>		<b>5,234.04</b>	

Recycling/Composting

Organization/Site	Reporting Entity Name (RDRS #)	Region (Country, State, Tribal Land)	Tons Sent	Material Type(s)
WCCSLF Organics Materials Processing	WCCSLF Organics Materials Processing (RD10641)		7,278.60	Compost
Forward Landfill	Forward Resource Recovery Facility (RD11176)		13,385.43	Compost
International Disposal Corporation of Ca	Newby Island Recyclery (RD10974)		7,612.58	Mixed Recyclables
International Disposal Corporation of Ca	Newby Island Recyclery (RD10974)		1,007.09	Mixed CDI
Central Processing Facility	Central Processing Facility (RD10639)		444.33	Mixed Recyclables
East Bay MUD WWTP	East Bay MUD WWTP (RD10661)		532.64	Food Waste



Sims Metal Management	Sims Metal Management (RD10285)		136.37	Metal
West Coast Rubber Recycling	West Coast Rubber Recycling - Recycler/Composter (RD11296)		1.32	Whole Tires
<b>Total</b>			<b>30,398.36</b>	

Solid Waste for Disposal

Organization/Site	Reporting Entity Name (RDRS #)	Tons Sent	Material Type(s)
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	73,046.24	Mixed Solid Waste
<b>Total</b>		<b>73,046.24</b>	

**Solid Waste Disposal Allocations**

Complete the Following Only If You Changed the Default Allocation Of Tons Of Solid Waste (e.g., Actual Tons And Actual Percentages Were Modified): If You Modified the Defaults, Please Click the Edit Button To Provide Your Reason(s) For Doing So.

- I track the quality of material recovered and/or sorted from material received from direct haul and from other transfer/processors and one stream has more recoverable material than the other

**Total Material Sent from Direct Haul and Transfer/Processors Based on Inflow**

**Total Sent to Solid Waste for Disposal**  
73,046.24

**Total Material Received from Transfer/Processors Sent to Disposal Facilities and/or Transfer/Processors**

<b>Tons</b>	<b>Percentage</b>
0.00	0.00

**Total Material Received from Direct Haul Sent to Disposal Facilities and/or Transfer/Processors**

<b>Tons</b>	<b>Percentage</b>
73,046.24	100.00

**Solid Waste Allocation by Destination**

**Sent To**  
Keller Canyon Landfill (Keller Canyon Landfill, RD10351)

Received from Organization/Site	Reporting Entity Activity	Sent to Organization/Site	Reporting Entity Activity	Percentage Sent to Disposal Based on Inflows	Estimated Tons Sent Based on Inflow	Actual Percentage	Actual Tons	Review Status
Direct Haul		Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	100.00	73,046.24	100.00	73,046.24	Accepted
<b>Total</b>				<b>100.00</b>	<b>73,046.24</b>	<b>100.00</b>	<b>73,046.24</b>	



### Green Material Potential Beneficial Reuse Allocations

Complete the Following Only If You Changed the Default Allocation Of Tons Of Green Material For Potential Beneficial Reuse (e.g., Actual Tons And Actual Percentages Were Modified): If You Modified the Defaults, Please Click the Edit Button To Provide Your Reason(s) For Doing So.

- Not answered yet.

#### Total Material Sent from Direct Haul and Transfer/Processors Based on Inflow

Total Sent to Green Material Potential Beneficial Reuse  
0.00

#### Total Material Received from Transfer/Processors Sent to Disposal Facilities and/or Transfer/Processors

Tons	Percentage
0.00	0.00

#### Total Material Received from Direct Haul Sent to Disposal Facilities and/or Transfer/Processors

Tons	Percentage
0.00	0.00

#### Green Material Potential Beneficial Reuse Allocation by Destination

There are no green material allocations.



### Disposal Origins

Complete the Following Only If You Changed the Default Jurisdiction Tons Of Solid Waste (e.g., Actual Tons Sent To Each Destination From Each Jurisdiction Were Modified): If You Modified the Defaults, Please Click the Edit Button To Provide Your Reason(s) For Doing So.

- Other - Based on % of inflows

#### Direct Haul Disposal Origins Accepted

Total Direct Haul Disposal Inflow Tons  
73,331.38

Jurisdiction of Origin	Host Assigned	State, Country or Tribal Land	Tons Accepted	Percentage Accepted
Alameda-Unincorporated	No	California, United States	5.71	0.01
Albany	No	California, United States	1.86	0.00
American Canyon	No	California, United States	1.32	0.00
Antioch	No	California, United States	15,481.68	21.11
Benicia	No	California, United States	5,838.71	7.96
Berkeley	No	California, United States	16.97	0.02
Brentwood	No	California, United States	9.92	0.01
Campbell	No	California, United States	1.34	0.00
Clayton	No	California, United States	1,500.01	2.05
Concord	No	California, United States	3,166.52	4.32
Contra Costa-Unincorporated	No	California, United States	7,691.71	10.49
Daly City	No	California, United States	0.96	0.00
Danville	No	California, United States	5,360.63	7.31
Dublin	No	California, United States	2.70	0.00
El Cerrito	No	California, United States	7.10	0.01
Emeryville	No	California, United States	1.79	0.00
Fairfield	No	California, United States	14.45	0.02



Transfer Station Services

Fremont	No	California, United States	5.32	0.01
Hayward	No	California, United States	22.81	0.03
Hercules	No	California, United States	37.58	0.05
Lafayette	No	California, United States	3,039.01	4.14
Livermore	No	California, United States	0.99	0.00
Marin-Unincorporated	No	California, United States	0.66	0.00
Martinez	No	California, United States	9,123.59	12.44
Moraga	No	California, United States	1,621.45	2.21
Napa	No	California, United States	8.17	0.01
Newark	No	California, United States	0.47	0.00
Oakland	No	California, United States	48.60	0.07
Orinda	No	California, United States	1,766.65	2.41
Palo Alto	No	California, United States	0.17	0.00
Piedmont	No	California, United States	3.78	0.01
Pinole	No	California, United States	28.16	0.04
Pittsburg	No	California, United States	81.34	0.11
Pleasant Hill	No	California, United States	6,382.20	8.70
Pleasanton	No	California, United States	13.32	0.02
Redwood City	No	California, United States	1.03	0.00
Richmond	No	California, United States	57.22	0.08
Sacramento	No	California, United States	1.81	0.00
Sacramento-Unincorporated	No	California, United States	0.33	0.00
San Francisco	No	California, United States	20.68	0.03
San Jose	No	California, United States	2.31	0.00
San Leandro	No	California, United States	3.03	0.00



Transfer Station Services

		States		
San Mateo	No	California, United States	2.79	0.00
San Pablo	No	California, United States	10.75	0.01
San Rafael	No	California, United States	0.90	0.00
San Ramon	No	California, United States	145.39	0.20
Santa Clara	No	California, United States	0.68	0.00
Santa Rosa	No	California, United States	0.65	0.00
Stockton	No	California, United States	4.55	0.01
Suisun City	No	California, United States	1.14	0.00
Vacaville	No	California, United States	5.36	0.01
Vallejo	No	California, United States	85.74	0.12
Walnut Creek	No	California, United States	11,699.37	15.95
<b>Total</b>			<b>73,331.38</b>	<b>99.97</b>

**Disposal Allocation by Destination for Direct Haul**

Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Tons Sent Percentage
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	73,046.24	100.00
<b>Total</b>		<b>73,046.24</b>	<b>100.00</b>

**Disposal Origins Destination and Material Sent**

Jurisdiction of Origin	Host Assigned	State, Country or Tribal Land	Estimated Tons Sent	Estimated Percentage Sent	Actual Tons Sent	Actual Percentage Sent	Status
Alameda-Unincorporated	No	California, United States	5.69	0.01	5.69	0.01	Accepted
Albany	No	California, United States	1.85	0.00	1.85	0.00	Accepted
American Canyon	No	California, United States	1.31	0.00	1.31	0.00	Accepted
Antioch	No	California, United States	15,421.48	21.11	15,421.48	21.11	Accepted
Benicia	No	California, United States	5,816.01	7.96	5,816.01	7.96	Accepted



Transfer Station Services

Berkeley	No	California, United States	16.90	0.02	16.90	0.02	Accepted
Brentwood	No	California, United States	9.88	0.01	9.88	0.01	Accepted
Campbell	No	California, United States	1.33	0.00	1.33	0.00	Accepted
Clayton	No	California, United States	1,494.18	2.05	1,494.18	2.05	Accepted
Concord	No	California, United States	3,154.21	4.32	3,154.21	4.32	Accepted
Contra Costa-Unincorporated	No	California, United States	7,661.80	10.49	7,661.80	10.49	Accepted
Daly City	No	California, United States	0.96	0.00	0.96	0.00	Accepted
Danville	No	California, United States	5,339.79	7.31	5,339.79	7.31	Accepted
Dublin	No	California, United States	2.69	0.00	2.69	0.00	Accepted
El Cerrito	No	California, United States	7.07	0.01	7.07	0.01	Accepted
Emeryville	No	California, United States	1.78	0.00	1.78	0.00	Accepted
Fairfield	No	California, United States	14.39	0.02	14.39	0.02	Accepted
Fremont	No	California, United States	5.30	0.01	5.30	0.01	Accepted
Hayward	No	California, United States	22.72	0.03	22.72	0.03	Accepted
Hercules	No	California, United States	37.43	0.05	37.43	0.05	Accepted
Lafayette	No	California, United States	3,027.19	4.14	3,027.19	4.14	Accepted
Livermore	No	California, United States	0.99	0.00	0.99	0.00	Accepted
Marin-Unincorporated	No	California, United States	0.66	0.00	0.66	0.00	Accepted
Martinez	No	California, United States	9,088.11	12.44	9,088.11	12.44	Accepted
Moraga	No	California, United States	1,615.15	2.21	1,615.15	2.21	Accepted





Transfer Station Services

Napa	No	California, United States	8.14	0.01	8.14	0.01	Accepted
Newark	No	California, United States	0.47	0.00	0.47	0.00	Accepted
Oakland	No	California, United States	48.41	0.07	48.41	0.07	Accepted
Orinda	No	California, United States	1,759.78	2.41	1,759.78	2.41	Accepted
Palo Alto	No	California, United States	0.17	0.00	0.17	0.00	Accepted
Piedmont	No	California, United States	3.77	0.01	3.77	0.01	Accepted
Pinole	No	California, United States	28.05	0.04	28.05	0.04	Accepted
Pittsburg	No	California, United States	81.02	0.11	81.02	0.11	Accepted
Pleasant Hill	No	California, United States	6,357.38	8.70	6,357.38	8.70	Accepted
Pleasanton	No	California, United States	13.27	0.02	13.27	0.02	Accepted
Redwood City	No	California, United States	1.03	0.00	1.03	0.00	Accepted
Richmond	No	California, United States	57.00	0.08	57.00	0.08	Accepted
Sacramento	No	California, United States	1.80	0.00	1.80	0.00	Accepted
Sacramento-Unincorporated	No	California, United States	0.33	0.00	0.33	0.00	Accepted
San Francisco	No	California, United States	20.60	0.03	20.60	0.03	Accepted
San Jose	No	California, United States	2.30	0.00	2.30	0.00	Accepted
San Leandro	No	California, United States	3.02	0.00	3.02	0.00	Accepted
San Mateo	No	California, United States	2.78	0.00	2.78	0.00	Accepted
San Pablo	No	California, United States	10.71	0.01	10.71	0.01	Accepted
San Rafael	No	California, United States	0.90	0.00	0.90	0.00	Accepted



Transfer Station Services

San Ramon	No	California, United States	144.82	0.20	144.82	0.20	Accepted
Santa Clara	No	California, United States	0.68	0.00	0.68	0.00	Accepted
Santa Rosa	No	California, United States	0.65	0.00	0.65	0.00	Accepted
Stockton	No	California, United States	4.53	0.01	4.53	0.01	Accepted
Suisun City	No	California, United States	1.14	0.00	1.14	0.00	Accepted
Vacaville	No	California, United States	5.34	0.01	5.34	0.01	Accepted
Vallejo	No	California, United States	85.41	0.12	85.41	0.12	Accepted
Walnut Creek	No	California, United States	11,653.88	15.95	11,653.88	15.95	Accepted
<b>Total</b>			<b>73,046.25</b>	<b>99.97</b>	<b>73,046.25</b>	<b>99.97</b>	

**Jurisdiction of Origin: Alameda-Unincorporated**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	5.69	Accepted
<b>Total</b>		<b>5.69</b>	

**Jurisdiction of Origin: Albany**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	1.85	Accepted
<b>Total</b>		<b>1.85</b>	

**Jurisdiction of Origin: American Canyon**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	1.31	Accepted
<b>Total</b>		<b>1.31</b>	

**Jurisdiction of Origin: Antioch**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	15,421.48	Accepted
<b>Total</b>		<b>15,421.48</b>	

**Jurisdiction of Origin: Benicia**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
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Transfer Station Services

Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	5,816.01	Accepted
<b>Total</b>		<b>5,816.01</b>	

**Jurisdiction of Origin: Berkeley**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	16.90	Accepted
<b>Total</b>		<b>16.90</b>	

**Jurisdiction of Origin: Brentwood**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	9.88	Accepted
<b>Total</b>		<b>9.88</b>	

**Jurisdiction of Origin: Campbell**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	1.33	Accepted
<b>Total</b>		<b>1.33</b>	

**Jurisdiction of Origin: Clayton**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	1,494.18	Accepted
<b>Total</b>		<b>1,494.18</b>	

**Jurisdiction of Origin: Concord**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	3,154.21	Accepted
<b>Total</b>		<b>3,154.21</b>	

**Jurisdiction of Origin: Contra Costa-Unincorporated**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	7,661.80	Accepted
<b>Total</b>		<b>7,661.80</b>	

**Jurisdiction of Origin: Daly City**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	0.96	Accepted
<b>Total</b>		<b>0.96</b>	

**Jurisdiction of Origin: Danville**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status



Transfer Station Services

Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	5,339.79	Accepted
<b>Total</b>		<b>5,339.79</b>	

**Jurisdiction of Origin: Dublin**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	2.69	Accepted
<b>Total</b>		<b>2.69</b>	

**Jurisdiction of Origin: El Cerrito**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	7.07	Accepted
<b>Total</b>		<b>7.07</b>	

**Jurisdiction of Origin: Emeryville**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	1.78	Accepted
<b>Total</b>		<b>1.78</b>	

**Jurisdiction of Origin: Fairfield**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	14.39	Accepted
<b>Total</b>		<b>14.39</b>	

**Jurisdiction of Origin: Fremont**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	5.30	Accepted
<b>Total</b>		<b>5.30</b>	

**Jurisdiction of Origin: Hayward**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	22.72	Accepted
<b>Total</b>		<b>22.72</b>	

**Jurisdiction of Origin: Hercules**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	37.43	Accepted
<b>Total</b>		<b>37.43</b>	

**Jurisdiction of Origin: Lafayette**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
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Transfer Station Services

Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	3,027.19	Accepted
<b>Total</b>		<b>3,027.19</b>	

**Jurisdiction of Origin: Livermore**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	0.99	Accepted
<b>Total</b>		<b>0.99</b>	

**Jurisdiction of Origin: Marin-Unincorporated**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	0.66	Accepted
<b>Total</b>		<b>0.66</b>	

**Jurisdiction of Origin: Martinez**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	9,088.11	Accepted
<b>Total</b>		<b>9,088.11</b>	

**Jurisdiction of Origin: Moraga**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	1,615.15	Accepted
<b>Total</b>		<b>1,615.15</b>	

**Jurisdiction of Origin: Napa**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	8.14	Accepted
<b>Total</b>		<b>8.14</b>	

**Jurisdiction of Origin: Newark**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	0.47	Accepted
<b>Total</b>		<b>0.47</b>	

**Jurisdiction of Origin: Oakland**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	48.41	Accepted
<b>Total</b>		<b>48.41</b>	

**Jurisdiction of Origin: Orinda**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
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Transfer Station Services

Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	1,759.78	Accepted
<b>Total</b>		<b>1,759.78</b>	

**Jurisdiction of Origin: Palo Alto**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	0.17	Accepted
<b>Total</b>		<b>0.17</b>	

**Jurisdiction of Origin: Piedmont**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	3.77	Accepted
<b>Total</b>		<b>3.77</b>	

**Jurisdiction of Origin: Pinole**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	28.05	Accepted
<b>Total</b>		<b>28.05</b>	

**Jurisdiction of Origin: Pittsburg**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	81.02	Accepted
<b>Total</b>		<b>81.02</b>	

**Jurisdiction of Origin: Pleasant Hill**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	6,357.38	Accepted
<b>Total</b>		<b>6,357.38</b>	

**Jurisdiction of Origin: Pleasanton**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	13.27	Accepted
<b>Total</b>		<b>13.27</b>	

**Jurisdiction of Origin: Redwood City**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	1.03	Accepted
<b>Total</b>		<b>1.03</b>	

**Jurisdiction of Origin: Richmond**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
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Transfer Station Services

Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	57.00	Accepted
<b>Total</b>		<b>57.00</b>	

**Jurisdiction of Origin: Sacramento**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	1.80	Accepted
<b>Total</b>		<b>1.80</b>	

**Jurisdiction of Origin: Sacramento-Unincorporated**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	0.33	Accepted
<b>Total</b>		<b>0.33</b>	

**Jurisdiction of Origin: San Francisco**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	20.60	Accepted
<b>Total</b>		<b>20.60</b>	

**Jurisdiction of Origin: San Jose**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	2.30	Accepted
<b>Total</b>		<b>2.30</b>	

**Jurisdiction of Origin: San Leandro**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	3.02	Accepted
<b>Total</b>		<b>3.02</b>	

**Jurisdiction of Origin: San Mateo**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	2.78	Accepted
<b>Total</b>		<b>2.78</b>	

**Jurisdiction of Origin: San Pablo**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	10.71	Accepted
<b>Total</b>		<b>10.71</b>	

**Jurisdiction of Origin: San Rafael**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
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Transfer Station Services

Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	0.90	Accepted
<b>Total</b>		<b>0.90</b>	

**Jurisdiction of Origin: San Ramon**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	144.82	Accepted
<b>Total</b>		<b>144.82</b>	

**Jurisdiction of Origin: Santa Clara**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	0.68	Accepted
<b>Total</b>		<b>0.68</b>	

**Jurisdiction of Origin: Santa Rosa**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	0.65	Accepted
<b>Total</b>		<b>0.65</b>	

**Jurisdiction of Origin: Stockton**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	4.53	Accepted
<b>Total</b>		<b>4.53</b>	

**Jurisdiction of Origin: Suisun City**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	1.14	Accepted
<b>Total</b>		<b>1.14</b>	

**Jurisdiction of Origin: Vacaville**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	5.34	Accepted
<b>Total</b>		<b>5.34</b>	

**Jurisdiction of Origin: Vallejo**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	85.41	Accepted
<b>Total</b>		<b>85.41</b>	

**Jurisdiction of Origin: Walnut Creek**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
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Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	11,653.88	Accepted
<b>Total</b>		<b>11,653.88</b>	

### Green Material Potential Beneficial Reuse Origins

Complete the Following Only If You Changed the Default Jurisdiction Tons Of Green Material For Potential Beneficial Reuse (e.g., Actual Tons Sent To Each Destination From Each Jurisdiction Were Modified): If You Modified the Defaults, Please Click the Edit Button To Provide Your Reason(s) For Doing So.

- Not answered yet.

#### Direct Haul Green Material Potential Beneficial Reuse Origins Accepted

Total Direct Haul Green Material Potential Beneficial Reuse Inflow Tons  
0.00

Jurisdiction of Origin	Host Assigned	State, Country or Tribal Land	Tons Accepted	Percentage Accepted
There are no direct hauled green material potential beneficial reuse origins.				
<b>Total</b>			<b>0.00</b>	<b>0.00</b>

#### Green Material Potential Beneficial Reuse Allocation by Destination for Direct Haul

Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Tons Sent Percentage
There are no green material potential beneficial reuse allocations.			
<b>Total</b>		<b>0.00</b>	<b>0.00</b>

#### Green Material Potential Beneficial Reuse Origins Destination and Material Sent

Jurisdiction of Origin	Host Assigned	State, Country or Tribal Land	Estimated Tons Sent	Estimated Percentage Sent	Actual Tons Sent	Actual Percentage Sent	Status
There are no green material potential beneficial reuse origin destinations.							
<b>Total</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	



## Source Sector

### Source Sector for Solid Waste Sent

#### Methodology Used

- Assign source sector based on billing records
- Use periodic reports from contract haulers on the source sectors of their routes
- Asking all incoming loads if they are bringing waste from residential routes, commercial routes or as a self-hauler

**Total Sent to Disposal from Direct Haul:**  
73,046.24

Source Sector	Tons Sent	Percentage
Commercial	23,502.07	32.17
Residential	26,731.69	36.60
Self-Haul	22,812.48	31.23
<b>Total</b>	<b>73,046.24</b>	<b>100.00</b>

### Organics Measurement

#### Mixed Waste Organic Collection Stream(s)

Does your reporting entity receive one or more mixed waste organic collection streams? No

#### Source Separated Organic Waste Collection Stream(s)

Does your reporting entity receive one or more source separated organic waste collection streams? Yes

#### Report the sum for the quarter:

Total incoming weight of source separated organic waste collection streams (tons): 29727.9

Total outgoing weight of all material recovered from source separated organic waste collection streams (sent out for end use, recovery, and further processing) (tons): 26430.71

Total outgoing weight of all material sent to disposal (as defined in the SB 1383 regulations, 18983.1) from source separated organic waste collection streams (tons): 1462.14

#### Report the sum for the ten-day measurement period:

Outgoing weight of organic waste recovered from source separated organic waste collection streams (sent out for end use, recovery, and further processing) (tons): 3069.18

Outgoing weight of organic waste from source separated organic waste collection streams sent for disposal (as defined in the SB 1383 regulations, 18983.1) (tons): 159.51



**Gray Container Collection Stream(s)**

Does your reporting entity receive more than 500 tons of material from the gray container collection stream from at least one jurisdiction annually? **Yes**

Report the percentage of remnant organic waste in the gray container waste evaluation sample performed by your reporting entity this quarter: 0.21

**Composting or In-Vessel Digestion Operations**

Does your reporting entity have at least one dependent composting and/or in-vessel digestion operation on site that is active and required to report? **No**

**Review Flags**

**Review and Submit Status (Flags generated and reviewed)**

Severity	Status	Source	Type	Description
Informational	N/A	Outflows	Tons of total material sent out to transporters/brokers for a quarter significantly different than prior years quarter by significant amount (exceeds threshold).	The total tons of material sent offsite to transporters and/or brokers in 2023 Q2 by your facility was significantly different (50% or more) than the amount sent out in the prior year same quarter. This flag appears to notify you of the significant change in outflow and help you determine if there are any data entry errors or issues in reporting accuracy in your report.

**Documents**

**Documents Added to the Report**

Document Type	Title	Description	Document Date	File Name
There are no documents.				



**Contra Costa Transfer Station Q1  
- 2023**

**RDRS Quarterly Report Summary  
2023 Quarter 1**

**Summary Information for Reporting Entity Filing Report**

<b>Organization/Site:</b> Contra Costa Transfer & Recovery Station	<b>Physical Address:</b> 951 Waterbird Way, Martinez, California 94533
<b>Reporting Entity Name:</b> Contra Costa Transfer & Recovery Station	<b>Mailing Address:</b> 901 Bailey Road, Pittsburg, California 94565
<b>RDRS #:</b> RD10321	
<b>Reporting Entity Activity:</b> Transfer/Processor	
<b>Report Summary Generated On:</b> June 12, 2023	

**Quarterly Report Submittal Information**

<b>Organization/Site:</b> Contra Costa Transfer & Recovery Station	<b>Submitted By:</b> Joanna Kinzel
<b>Report Year/Quarter:</b> 2023 Q1	<b>Phone:</b> (925) 482-4953
<b>Submittal Status:</b> Submitted	<b>E-mail:</b> Jkinzel2@republicservices.com
<b>Reporting Exemption:</b> No	<b>Primary Contact:</b> Rowena Correa
<b>Reporting Exemption Type:</b> N/A	<b>Signature Authority:</b> N/A
<b>Submitted On:</b> June 12, 2023	
<b>Last Revised On:</b> N/A	
<b>Revised Report:</b> No	
<b>Revision Number:</b> Original Submission	

**Quarterly Report Revision History**

Revision Number	Started On	Submitted On
Original Submission	06/12/2023	06/12/2023



## Inflows

### Summary Information and Inflow Methodology

Questions on methods used to determine inflow tons at your facility and why inflow tons reported from other facilities were changed.

#### Method(s) Used To Determine Tons Received

- Measurement methods using scales
  - Track material weight using certified scales.
- Exceptions – Measurement methods allowed by regulations without using scales
  - I record self-haul loads by volume and estimate disposal tonnages using volume to weight conversion factors.

### Summary of Total Inflow Tons Accepted for All Material Streams

Category	Tons Accepted by Your Facility
Tons Accepted from Transfer/Processors	0.00
Tons Accepted from Direct Haul	69,637.33
Total Tons Accepted	69,637.33

### Inflow Streams Accepted from Transfer/Processors

Material Accepted at Your Facility from Transfer/Processors (that reported in RDRS)

Organization/Site	Reporting Entity Name (RDRS #)	Material Stream	Material Type	Tons Sent to You (as reported by senders)	Tons Accepted by Your Facility	Approval Status
There are no inflows.						
<b>Total</b>				<b>0.00</b>	<b>0.00</b>	

Material Accepted from Transfer/Processors Who Are Not Listed Above

Organization/Site	Reporting Entity Name (RDRS #)	Material Stream	Material Type	Tons Accepted by Your Facility
There are no inflows.				
<b>Total</b>				<b>0.00</b>

### Inflow Streams Accepted from Direct Haul

Total Material Accepted from Direct Haul at Your Facility (Includes Processing Residuals)

Material Stream	Material Type	Tons Accepted by Your Facility
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Solid Waste for Disposal	N/A	69,637.33
<b>Total</b>		<b>69,637.33</b>

**Outflows**

**Outflow Streams Sent**

- Brokering/Transporting
- Recycling/Composting
- Solid Waste for Disposal

**Outflow Summary**

	<b>Tons</b>
<b>Solid Waste Disposal</b>	
Total Inflow of Solid Waste Disposal	69,637.33
Outflow of Solid Waste for Disposal	(70,664.61)
Remaining Solid Waste Available for Outflow	-1,027.28
<b>Disaster Debris Disposal</b>	
Total Inflow of Disaster Debris	0.00
Outflow of Disaster Debris for Disposal	(0.00)
Remaining Disaster Debris Available for Outflow	0.00
<b>Designated Waste Disposal</b>	
Total Inflow of Designated Waste	0.00
Outflow of Designated Waste for Disposal	(0.00)
Remaining Designated Waste Available for Outflow	0.00
<b>Green Material for Potential Beneficial Reuse</b>	
Total Inflow of Green Material for Potential Beneficial Reuse	0.00
Outflow of Green Material for Potential Beneficial Reuse	(0.00)
Remaining Green Material for Potential Beneficial Reuse Available for Outflow	0.00
<b>Non-Green Material for Potential Beneficial Reuse</b>	
Total Inflow of Non-Green Material for Potential Beneficial Reuse	0.00
Outflow of Non-Green Material for Potential Beneficial Reuse	(0.00)
Remaining Non-Green Material for Potential Beneficial Reuse Available for Outflow	0.00
<b>Recycling/Composting</b>	
Total Outflow of Materials to Recycling/Composting Facilities	32,471.02
<b>End Use</b>	
Total Outflow of Materials to End Use	0.00
<b>Brokering/Transporting</b>	
Total Outflow of Materials to Transporters/Brokers	5,125.29

**Outflow Methodology**

Questions on how outflow tons are determined and jurisdiction of origin is tracked.

Method(s) Used To Determine Tons Sent



- Track outflow amounts based on my own measurements of the following:
  - Track material weight using my own certified scales
  - Use material-specific volume to weight conversion factors to estimate tons
- Rely on the receiving facility to provide outflow amounts based on the facilities measurement of tons using the following methods:
  - Track material weight using facility certified scales

**Method(s) Used To Determine Jurisdiction Of Origin For Direct Haul Material (msw) Or Green Material Potential Beneficial Reuse From Direct Haul**

- Standard methods for each load of material accepted
  - Ask jurisdiction of origin at the gate at the time of delivery for each hauler/person bringing materials
  - Use periodic reports from the reporting entities delivering materials

**Outflow Detail by Material Stream**

**Brokering/Transporting**

Organization/Site	Reporting Entity Name (RDRS #)	Tons Sent	Material Type(s)
Southwick and Son Trucking	Southwick and Son Trucking - Broker/Transporter (RD11635)	5,125.29	Biofuels and Biogas
<b>Total</b>		<b>5,125.29</b>	

**Recycling/Composting**

Organization/Site	Reporting Entity Name (RDRS #)	Region (Country, State, Tribal Land)	Tons Sent	Material Type(s)
WCCSLF Organics Materials Processing	WCCSLF Organics Materials Processing (RD10641)		5,365.66	Compost
Forward Landfill	Forward Resource Recovery Facility (RD11176)		16,230.31	Compost
International Disposal Corporation of Ca	Newby Island Recyclery (RD10974)		9,062.31	Mixed Recyclables
International Disposal Corporation of Ca	Newby Island Recyclery (RD10974)		1,155.89	Mixed CDI
East Bay MUD WWTP	East Bay MUD WWTP (RD10661)		464.53	Food Waste
Sims Metal Management	Sims Metal Management (RD10285)		192.32	Metal



<b>Total</b>			<b>32,471.02</b>
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**Solid Waste for Disposal**

Organization/Site	Reporting Entity Name (RDRS #)	Tons Sent	Material Type(s)
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	70,664.61	Mixed Solid Waste
<b>Total</b>		<b>70,664.61</b>	

**Solid Waste Disposal Allocations**

Complete the Following Only If You Changed the Default Allocation Of Tons Of Solid Waste (e.g., Actual Tons And Actual Percentages Were Modified): If You Modified the Defaults, Please Click the Edit Button To Provide Your Reason(s) For Doing So.

- I track loads from transfer/processors as they are processed separately from tracking direct haul

**Total Material Sent from Direct Haul and Transfer/Processors Based on Inflow**

**Total Sent to Solid Waste for Disposal**  
70,664.61

**Total Material Received from Transfer/Processors Sent to Disposal Facilities and/or Transfer/Processors**

<b>Tons</b>	<b>Percentage</b>
0.00	0.00

**Total Material Received from Direct Haul Sent to Disposal Facilities and/or Transfer/Processors**

<b>Tons</b>	<b>Percentage</b>
70,664.61	100.00

**Solid Waste Allocation by Destination**

**Sent To**  
Keller Canyon Landfill (Keller Canyon Landfill, RD10351)

Received from Organization/Site	Reporting Entity Activity	Sent to Organization/Site	Reporting Entity Activity	Percentage Sent to Disposal Based on Inflows	Estimated Tons Sent Based on Inflow	Actual Percentage	Actual Tons	Review Status
Direct Haul		Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	100.00	70,664.61	100.00	70,664.61	Accepted
<b>Total</b>				<b>100.00</b>	<b>70,664.61</b>	<b>100.00</b>	<b>70,664.61</b>	





**Green Material Potential Beneficial Reuse Allocations**

Complete the Following Only if You Changed the Default Allocation Of Tons Of Green Material For Potential Beneficial Reuse (e.g., Actual Tons And Actual Percentages Were Modified): If You Modified the Defaults, Please Click the Edit Button To Provide Your Reason(s) For Doing So.

- Not answered yet.

**Total Material Sent from Direct Haul and Transfer/Processors Based on Inflow**

Total Sent to Green Material Potential Beneficial Reuse  
0.00

**Total Material Received from Transfer/Processors Sent to Disposal Facilities and/or Transfer/Processors**

Tons	Percentage
0.00	0.00

**Total Material Received from Direct Haul Sent to Disposal Facilities and/or Transfer/Processors**

Tons	Percentage
0.00	0.00

**Green Material Potential Beneficial Reuse Allocation by Destination**

There are no green material allocations.

**Disposal Origins**

Complete the Following Only if You Changed the Default Jurisdiction Tons Of Solid Waste (e.g., Actual Tons Sent To Each Destination From Each Jurisdiction Were Modified): If You Modified the Defaults, Please Click the Edit Button To Provide Your Reason(s) For Doing So.

- Other - Based on % of inflows

**Direct Haul Disposal Origins Accepted**

Total Direct Haul Disposal Inflow Tons  
69,637.33

Jurisdiction of Origin	Host Assigned	State, Country or Tribal Land	Tons Accepted	Percentage Accepted
Alameda	No	California, United States	3.38	0.00
Alameda-Unincorporated	No	California, United States	3.53	0.01
Albany	No	California, United States	2.52	0.00
Antioch	No	California, United States	14,894.68	21.39
Benicia	No	California, United States	5,815.14	8.35
Berkeley	No	California, United States	13.17	0.02
Brentwood	No	California, United States	8.91	0.01
Clayton	No	California, United States	1,405.88	2.02
Concord	No	California, United States	2,484.18	3.57
Contra Costa-Unincorporated	No	California, United States	7,438.72	10.68
Cupertino	No	California, United States	0.23	0.00
Daly City	No	California, United States	0.54	0.00
Darville	No	California, United States	5,187.89	7.45
Dublin	No	California, United States	2.08	0.00
El Cerrito	No	California, United States	3.37	0.00
Emeryville	No	California, United States	2.49	0.00
Fairfield	No	California, United States	20.83	0.03



## Transfer Station Services

Fremont	No	California, United States	7.69	0.01
Hayward	No	California, United States	1.80	0.00
Hercules	No	California, United States	30.44	0.04
Lafayette	No	California, United States	2,957.34	4.25
Livermore	No	California, United States	1.72	0.00
Marin-Unincorporated	No	California, United States	1.05	0.00
Martinez	No	California, United States	8,316.05	11.94
Milpitas	No	California, United States	0.12	0.00
Moraga	No	California, United States	1,548.47	2.22
Napa	No	California, United States	2.09	0.00
Oakland	No	California, United States	36.47	0.05
Orinda	No	California, United States	1,751.31	2.51
Palo Alto	No	California, United States	1.81	0.00
Piedmont	No	California, United States	0.78	0.00
Pinole	No	California, United States	18.47	0.03
Pittsburg	No	California, United States	33.14	0.05
Pleasant Hill	No	California, United States	6,041.70	8.68
Pleasanton	No	California, United States	9.95	0.01
Richmond	No	California, United States	36.79	0.05
Sacramento	No	California, United States	2.45	0.00
Sacramento-Unincorporated	No	California, United States	1.31	0.00
San Francisco	No	California, United States	28.42	0.04
San Jose	No	California, United States	1.02	0.00
San Leandro	No	California, United States	2.15	0.00
San Mateo	No	California, United States	0.99	0.00



Transfer Station Services

Fremont	No	California, United States	7.69	0.01
Hayward	No	California, United States	1.80	0.00
Hercules	No	California, United States	30.44	0.04
Lafayette	No	California, United States	2,957.34	4.25
Livermore	No	California, United States	1.72	0.00
Marin-Unincorporated	No	California, United States	1.05	0.00
Martinez	No	California, United States	8,316.05	11.94
Milpitas	No	California, United States	0.12	0.00
Moraga	No	California, United States	1,548.47	2.22
Napa	No	California, United States	2.09	0.00
Oakland	No	California, United States	36.47	0.05
Orinda	No	California, United States	1,751.31	2.51
Palo Alto	No	California, United States	1.81	0.00
Piedmont	No	California, United States	0.78	0.00
Pinole	No	California, United States	18.47	0.03
Pittsburg	No	California, United States	33.14	0.05
Pleasant Hill	No	California, United States	6,041.70	8.68
Pleasanton	No	California, United States	9.95	0.01
Richmond	No	California, United States	36.79	0.05
Sacramento	No	California, United States	2.45	0.00
Sacramento-Unincorporated	No	California, United States	1.31	0.00
San Francisco	No	California, United States	28.42	0.04
San Jose	No	California, United States	1.02	0.00
San Leandro	No	California, United States	2.15	0.00
San Mateo	No	California, United States	0.99	0.00



Transfer Station Services

		States		
San Pablo	No	California, United States	6.90	0.01
San Rafael	No	California, United States	2.16	0.00
San Ramon	No	California, United States	138.33	0.20
Santa Rosa	No	California, United States	0.33	0.00
Suisun City	No	California, United States	0.66	0.00
Union City	No	California, United States	0.35	0.00
Vacaville	No	California, United States	0.91	0.00
Vallejo	No	California, United States	50.40	0.07
Walnut Creek	No	California, United States	11,314.22	16.25
<b>Total</b>			<b>69,637.33</b>	<b>99.94</b>

**Disposal Allocation by Destination for Direct Haul**

Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Tons Sent Percentage
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	70,664.61	100.00
<b>Total</b>		<b>70,664.61</b>	<b>100.00</b>

**Disposal Origins Destination and Material Sent**

Jurisdiction of Origin	Host Assigned	State, Country or Tribal Land	Estimated Tons Sent	Estimated Percentage Sent	Actual Tons Sent	Actual Percentage Sent	Status
Alameda	No	California, United States	3.43	0.00	3.43	0.00	Accepted
Alameda-Unincorporated	No	California, United States	3.58	0.01	3.58	0.01	Accepted
Albany	No	California, United States	2.56	0.00	2.56	0.00	Accepted
Antioch	No	California, United States	15,114.40	21.39	15,114.40	21.39	Accepted
Benicia	No	California, United States	5,900.92	8.35	5,900.92	8.35	Accepted
Berkeley	No	California, United States	15.39	0.02	15.39	0.02	Accepted
Brentwood	No	California, United States	9.04	0.01	9.04	0.01	Accepted



Transfer Station Services

Clayton	No	California, United States	1,426.62	2.02	1,426.62	2.02	Accepted
Concord	No	California, United States	2,520.83	3.57	2,520.83	3.57	Accepted
Contra Costa-Unincorporated	No	California, United States	7,548.45	10.68	7,548.45	10.68	Accepted
Cupertino	No	California, United States	0.23	0.00	0.23	0.00	Accepted
Daly City	No	California, United States	0.55	0.00	0.55	0.00	Accepted
Danville	No	California, United States	5,264.42	7.45	5,264.42	7.45	Accepted
Dublin	No	California, United States	2.11	0.00	2.11	0.00	Accepted
El Cerrito	No	California, United States	3.42	0.00	3.42	0.00	Accepted
Emeryville	No	California, United States	2.53	0.00	2.53	0.00	Accepted
Fairfield	No	California, United States	21.14	0.03	21.14	0.03	Accepted
Fremont	No	California, United States	7.80	0.01	7.80	0.01	Accepted
Hayward	No	California, United States	1.83	0.00	1.83	0.00	Accepted
Hercules	No	California, United States	30.89	0.04	30.89	0.04	Accepted
Lafayette	No	California, United States	3,000.97	4.25	3,000.97	4.25	Accepted
Livermore	No	California, United States	1.75	0.00	1.75	0.00	Accepted
Marin-Unincorporated	No	California, United States	1.07	0.00	1.07	0.00	Accepted
Martinez	No	California, United States	8,438.73	11.94	8,438.73	11.94	Accepted
Milpitas	No	California, United States	0.12	0.00	0.12	0.00	Accepted
Moraga	No	California, United States	1,571.31	2.22	1,571.31	2.22	Accepted
Napa	No	California, United States	2.12	0.00	2.12	0.00	Accepted



Transfer Station Services

Oakland	No	California, United States	37.01	0.05	37.01	0.05	Accepted
Orinda	No	California, United States	1,777.15	2.51	1,777.15	2.51	Accepted
Palo Alto	No	California, United States	1.84	0.00	1.84	0.00	Accepted
Piedmont	No	California, United States	0.79	0.00	0.79	0.00	Accepted
Pinole	No	California, United States	18.74	0.03	18.74	0.03	Accepted
Pittsburg	No	California, United States	33.63	0.05	33.63	0.05	Accepted
Pleasant Hill	No	California, United States	6,130.83	8.68	6,130.83	8.68	Accepted
Pleasanton	No	California, United States	10.10	0.01	10.10	0.01	Accepted
Richmond	No	California, United States	37.33	0.05	37.33	0.05	Accepted
Sacramento	No	California, United States	2.49	0.00	2.49	0.00	Accepted
Sacramento-Unincorporated	No	California, United States	1.33	0.00	1.33	0.00	Accepted
San Francisco	No	California, United States	28.84	0.04	28.84	0.04	Accepted
San Jose	No	California, United States	1.04	0.00	1.04	0.00	Accepted
San Leandro	No	California, United States	2.18	0.00	2.18	0.00	Accepted
San Mateo	No	California, United States	1.00	0.00	1.00	0.00	Accepted
San Pablo	No	California, United States	7.00	0.01	7.00	0.01	Accepted
San Rafael	No	California, United States	2.19	0.00	2.19	0.00	Accepted
San Ramon	No	California, United States	140.37	0.20	140.37	0.20	Accepted
Santa Rosa	No	California, United States	0.33	0.00	0.33	0.00	Accepted
Suisun City	No	California, United States	0.67	0.00	0.67	0.00	Accepted



Transfer Station Services

Union City	No	California, United States	0.36	0.00	0.36	0.00	Accepted
Vacaville	No	California, United States	0.92	0.00	0.92	0.00	Accepted
Vallejo	No	California, United States	51.14	0.07	51.14	0.07	Accepted
Walnut Creek	No	California, United States	11,481.13	16.25	11,481.13	16.25	Accepted
<b>Total</b>			<b>70,664.62</b>	<b>99.94</b>	<b>70,664.62</b>	<b>99.94</b>	

**Jurisdiction of Origin: Alameda**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	3.43	Accepted
<b>Total</b>		<b>3.43</b>	

**Jurisdiction of Origin: Alameda-Unincorporated**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	3.58	Accepted
<b>Total</b>		<b>3.58</b>	

**Jurisdiction of Origin: Albany**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	2.56	Accepted
<b>Total</b>		<b>2.56</b>	

**Jurisdiction of Origin: Antioch**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	15,114.40	Accepted
<b>Total</b>		<b>15,114.40</b>	

**Jurisdiction of Origin: Benicia**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	5,900.92	Accepted
<b>Total</b>		<b>5,900.92</b>	

**Jurisdiction of Origin: Berkeley**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	15.39	Accepted
<b>Total</b>		<b>15.39</b>	

**Jurisdiction of Origin: Brentwood**



Transfer Station Services

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	9.04	Accepted
<b>Total</b>		<b>9.04</b>	

**Jurisdiction of Origin: Clayton**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	1,426.62	Accepted
<b>Total</b>		<b>1,426.62</b>	

**Jurisdiction of Origin: Concord**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	2,520.83	Accepted
<b>Total</b>		<b>2,520.83</b>	

**Jurisdiction of Origin: Contra Costa-Unincorporated**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	7,548.45	Accepted
<b>Total</b>		<b>7,548.45</b>	

**Jurisdiction of Origin: Cupertino**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	0.23	Accepted
<b>Total</b>		<b>0.23</b>	

**Jurisdiction of Origin: Daly City**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	0.55	Accepted
<b>Total</b>		<b>0.55</b>	

**Jurisdiction of Origin: Danville**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	5,264.42	Accepted
<b>Total</b>		<b>5,264.42</b>	

**Jurisdiction of Origin: Dublin**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	2.11	Accepted
<b>Total</b>		<b>2.11</b>	





Transfer Station Services

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	3.42	Accepted
<b>Total</b>		<b>3.42</b>	

**Jurisdiction of Origin: Emeryville**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	2.53	Accepted
<b>Total</b>		<b>2.53</b>	

**Jurisdiction of Origin: Fairfield**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	21.14	Accepted
<b>Total</b>		<b>21.14</b>	

**Jurisdiction of Origin: Fremont**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	7.80	Accepted
<b>Total</b>		<b>7.80</b>	

**Jurisdiction of Origin: Hayward**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	1.83	Accepted
<b>Total</b>		<b>1.83</b>	

**Jurisdiction of Origin: Hercules**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	30.89	Accepted
<b>Total</b>		<b>30.89</b>	

**Jurisdiction of Origin: Lafayette**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	3,000.97	Accepted
<b>Total</b>		<b>3,000.97</b>	

**Jurisdiction of Origin: Livermore**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	1.75	Accepted
<b>Total</b>		<b>1.75</b>	

**Jurisdiction of Origin: Marin-Unincorporated**



Transfer Station Services

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	1.07	Accepted
<b>Total</b>		<b>1.07</b>	

**Jurisdiction of Origin: Martinez**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	8,438.73	Accepted
<b>Total</b>		<b>8,438.73</b>	

**Jurisdiction of Origin: Milpitas**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	0.12	Accepted
<b>Total</b>		<b>0.12</b>	

**Jurisdiction of Origin: Moraga**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	1,571.31	Accepted
<b>Total</b>		<b>1,571.31</b>	

**Jurisdiction of Origin: Napa**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	2.12	Accepted
<b>Total</b>		<b>2.12</b>	

**Jurisdiction of Origin: Oakland**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	37.01	Accepted
<b>Total</b>		<b>37.01</b>	

**Jurisdiction of Origin: Orinda**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	1,777.15	Accepted
<b>Total</b>		<b>1,777.15</b>	

**Jurisdiction of Origin: Palo Alto**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	1.84	Accepted
<b>Total</b>		<b>1.84</b>	

**Jurisdiction of Origin: Piedmont**



Transfer Station Services

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	0.79	Accepted
<b>Total</b>		<b>0.79</b>	

**Jurisdiction of Origin: Pinole**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	18.74	Accepted
<b>Total</b>		<b>18.74</b>	

**Jurisdiction of Origin: Pittsburg**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	33.63	Accepted
<b>Total</b>		<b>33.63</b>	

**Jurisdiction of Origin: Pleasant Hill**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	6,130.83	Accepted
<b>Total</b>		<b>6,130.83</b>	

**Jurisdiction of Origin: Pleasanton**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	10.10	Accepted
<b>Total</b>		<b>10.10</b>	

**Jurisdiction of Origin: Richmond**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	37.33	Accepted
<b>Total</b>		<b>37.33</b>	

**Jurisdiction of Origin: Sacramento**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	2.49	Accepted
<b>Total</b>		<b>2.49</b>	

**Jurisdiction of Origin: Sacramento-Unincorporated**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	1.33	Accepted
<b>Total</b>		<b>1.33</b>	

**Jurisdiction of Origin: San Francisco**



Transfer Station Services

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	28.84	Accepted
<b>Total</b>		<b>28.84</b>	

**Jurisdiction of Origin: San Jose**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	1.04	Accepted
<b>Total</b>		<b>1.04</b>	

**Jurisdiction of Origin: San Leandro**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	2.18	Accepted
<b>Total</b>		<b>2.18</b>	

**Jurisdiction of Origin: San Mateo**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	1.00	Accepted
<b>Total</b>		<b>1.00</b>	

**Jurisdiction of Origin: San Pablo**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	7.00	Accepted
<b>Total</b>		<b>7.00</b>	

**Jurisdiction of Origin: San Rafael**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	2.19	Accepted
<b>Total</b>		<b>2.19</b>	

**Jurisdiction of Origin: San Ramon**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	140.37	Accepted
<b>Total</b>		<b>140.37</b>	

**Jurisdiction of Origin: Santa Rosa**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	0.33	Accepted
<b>Total</b>		<b>0.33</b>	

**Jurisdiction of Origin: Suisun City**



Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	0.67	Accepted
<b>Total</b>		<b>0.67</b>	

**Jurisdiction of Origin: Union City**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	0.36	Accepted
<b>Total</b>		<b>0.36</b>	

**Jurisdiction of Origin: Vacaville**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	0.92	Accepted
<b>Total</b>		<b>0.92</b>	

**Jurisdiction of Origin: Vallejo**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	51.14	Accepted
<b>Total</b>		<b>51.14</b>	

**Jurisdiction of Origin: Walnut Creek**

Destination Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Status
Keller Canyon Landfill	Keller Canyon Landfill (RD10351)	11,481.13	Accepted
<b>Total</b>		<b>11,481.13</b>	

**Green Material Potential Beneficial Reuse Origins**

Complete the Following Only If You Changed the Default Jurisdiction Tons Of Green Material For Potential Beneficial Reuse (e.g., Actual Tons Sent To Each Destination From Each Jurisdiction Were Modified): If You Modified the Defaults, Please Click the Edit Button To Provide Your Reason(s) For Doing So.

- Not answered yet.

**Direct Haul Green Material Potential Beneficial Reuse Origins Accepted**

Total Direct Haul Green Material Potential Beneficial Reuse Inflow Tons  
0.00

Jurisdiction of Origin	Host Assigned	State, Country or Tribal Land	Tons Accepted	Percentage Accepted
There are no direct hauled green material potential beneficial reuse origins.				
<b>Total</b>			<b>0.00</b>	<b>0.00</b>

**Green Material Potential Beneficial Reuse Allocation by Destination for Direct Haul**

Organization/Site	Reporting Entity Activity (RDRS #)	Tons Sent	Tons Sent Percentage
There are no green material potential beneficial reuse allocations.			
<b>Total</b>		<b>0.00</b>	<b>0.00</b>

**Green Material Potential Beneficial Reuse Origins Destination and Material Sent**

Jurisdiction of Origin	Host Assigned	State, Country or Tribal Land	Estimated Tons Sent	Estimated Percentage Sent	Actual Tons Sent	Actual Percentage Sent	Status
There are no green material potential beneficial reuse origin destinations.							
<b>Total</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	



**Source Sector**

**Source Sector for Solid Waste Sent**

**Methodology Used**

- Assign source sector based on billing records
- Use periodic reports from contract haulers on the source sectors of their routes
- Asking all incoming loads if they are bringing waste from residential routes, commercial routes or as a self-hauler

**Total Sent to Disposal from Direct Haul:**  
70,664.61

Source Sector	Tons Sent	Percentage
Commercial	25,117.77	35.55
Residential	27,792.83	39.33
Self-Haul	17,753.92	25.12
<b>Total</b>	<b>70,664.62</b>	<b>100.00</b>

**Organics Measurement**

**Mixed Waste Organic Collection Stream(s)**

Does your reporting entity receive one or more mixed waste organic collection streams? No

**Source Separated Organic Waste Collection Stream(s)**

Does your reporting entity receive one or more source separated organic waste collection streams? Yes

**Report the sum for the quarter:**

Total incoming weight of source separated organic waste collection streams (tons): 27616.21

Total outgoing weight of all material recovered from source separated organic waste collection streams (sent out for end use, recovery, and further processing) (tons): 27185.79

Total outgoing weight of all material sent to disposal (as defined in the SB 1383 regulations, 18983.1) from source separated organic waste collection streams (tons): 857.96

**Report the sum for the ten-day measurement period:**

Outgoing weight of organic waste recovered from source separated organic waste collection streams (sent out for end use, recovery, and further processing) (tons): 3274.52

Outgoing weight of organic waste from source separated organic waste collection streams sent for disposal (as defined in the SB 1383 regulations, 18983.1) (tons): 98.87

**Gray Container Collection Stream(s)**

Does your reporting entity receive more than 500 tons of material from the gray container collection stream from at least one jurisdiction annually? Yes

Report the percentage of remnant organic waste in the gray container waste evaluation sample performed by your reporting entity this quarter: 0.18



### Composting or In-Vessel Digestion Operations

Does your reporting entity have at least one dependent composting and/or in-vessel digestion operation on site that is active and required to report? No

### Review Flags

#### Review and Submit Status (Flags generated and reviewed)

Severity	Status	Source	Type	Description
Informational	N/A	Outflows	Tons of total material sent out to transporters/brokers for a quarter significantly different than prior years quarter by significant amount (exceeds threshold).	The total tons of material sent offsite to transporters and/or brokers in 2023 Q1 by your facility was significantly different (50% or more) than the amount sent out in the prior year same quarter. This flag appears to notify you of the significant change in outflow and help you determine if there are any data entry errors or issues in reporting accuracy in your report.
Informational	N/A	Quarterly Report	Report submitted past deadline	Your report for 2023 Q1 was submitted after the deadline for Transfer/Processor to submit reports for the quarter. Late submittal of quarterly reports may lead to enforcement actions and penalties per AB 901 regulations and statute. Please submit future reports by the deadline for reporting for a quarter.

### Documents

#### Documents Added to the Report

Document Type	Title	Description	Document Date	File Name
There are no documents.				



### C. Fleet replacement plan for transfer vehicles

The typical service life for the operating equipment utilized at Contra Costa Transfer Station tends to average between 10 to 12 years before it is replaced. However, this is contingent on several factors including regular/routine maintenance schedules, type of equipment, frequency of equipment usage, fuel type, etc. As one of the largest solid waste and recycling service providers in the nation, Republic Services is constantly investing in new technologies and modernized equipment to enhance efficiencies, productivity, and required maintenance schedules. This extends to the development and utilization of electric vehicles.

With more than 16,000 vehicles in operation daily, we have set one of our sustainability goals to reduce our greenhouse gas emissions 35% by 2030. This is an aggressive target, which is backed by the Science Based Targets Initiative (SBTi) and is also in line with the Paris Climate Accord. One of the greatest opportunities of achieving this goal is to advance the state-of-the-art technology for electrification, to enable the conversion of our fleet.

#### Understanding Factors for Success

To successfully convert operations from a diesel- or RNG-powered fleet to electric, it is important to understand the complexity of the environmental services operation, and the balance that must be achieved across four key factors.

#### Truck Performance

The operational requirements of a modern recycling and waste collection vehicle make it arguably one of the most challenging platforms to electrify. This is due to several operational constraints:

- Route trucks must run continuously throughout the day and do not have the ability to stop and recharge for hours at a time.
- On collection routes, trucks touch 800-1,600 homes, starting and stopping

every few hundred feet, which presents a greater body power draw than a long-haul over-road truck.

- During the collection operation, the truck must power the lift arm that grabs the cart, tips the material, and places the cart back on the curb. Additionally, as the truck hopper fills with material, the truck must power the compactor, which compresses the material in the body of the truck to allow it to maximize the number of homes it can collect before requiring a disposal trip.
- The weight of the collected material in a solid waste truck can be multiple tons, which place an additional burden on the drive train and require more power draw to propel the vehicle than when empty.

Together, these operational constraints create an initial performance requirement for a solid waste truck that is far greater than a transit bus or over-road tractor trailer. This means that the major platform manufacturers of industry collection platforms must innovate and advance the state of the technology to achieve these operational requirements.

#### Infrastructure

Charging a fleet of collection vehicles presents a utility power challenge that must be considered. The entire fleet in a hauling facility is on route at the same time during the day. This requires an electric fleet to be charged during a specific period, typically

Figure 17. **Power Trade-offs** – Power utilization is a function of route distance and number of lifts/compaction.







from end of day until early morning hours. As the size of the electric fleet increases at each hauling facility, the need for sufficient power (transformers, switch gears, distribution line and charging stations) also increases. In very large hauling facilities, which contain upward of 100 trucks or more, a partnership with the local power company may be required to design and construct infrastructure to deliver the required power to the fleet during the same down time.

**Route Dynamics**

The location and terrain of routes will play a factor in early ability to electrify a fleet successfully.

- Terrain is a factor in early-stage operations because of the power draw increases when navigating hilly terrain, especially with heavier collection loads. Routes with terrain will tend to deplete the current battery charge before the route can be completed, which would require the truck to be taken out of service to recharge during the day. Correspondingly, a route that is flat will not present the added power draw to the platform, and thus be more successful in the early stages of development.
- The climate of each route can also present operations challenges, as some routes are in extreme heat, while others

are in extreme cold during a portion of the year. Cabin comfort and battery conditioning consume more energy in hot and cold environments. For this reason, in initial stages of development, ideal routes will be in moderate temperature markets.

- Lastly, the weight of the collected material will place an added power burden on the platform. This indicates that initial routes to electrify will best be focused on recycling (over solid waste), until platform performance can complete a full route with heavier solid waste payloads.

Until battery technology and platform performance exceed operational requirements, the optimal route will be on flat terrain, in mild climate temperatures, and collect relatively lighter loads.

**Economics**

Like any new and emerging technology, electric-powered waste collection vehicles cost a premium. On average, the trucks cost about \$200,000 more than a RNG powered equivalent truck in 2022. Additionally, the infrastructure required to bring power and a charging station to the hauling yard parking space will add an additional cost to the initial capital. The cost per truck for the infrastructure investment will vary

Figure 18. **Four Factors of Success** – In order to convert a program to electric powered vehicles, these four factors must be aligned





depending on the total number of trucks being implemented in the rollout, as there is a considerable cost to bring the power into the hauling yard, regardless of whether it is for one truck or 21 trucks.

To make the economics work for a municipal program, there either need to be incentives to help close the economic gap, or the municipality needs to be supportive of the additional costs flowing through to the price per home. In either case, the introduction of the new technology must have the awareness of the municipality in their procurement, as the cost differences would otherwise cause a bidder to lose on price unintentionally.

Lastly, the economic topic is one that will likely change over time. Like most new technology topics, Mohr's Law will apply to fleet electrification. Technology will improve over time and costs will decrease over time, opening the topic for fleet transition to EV in more and more cities over the coming years. We strongly encourage municipalities interested in bringing electric vehicles to their program to engage in dialogue with Republic Services, to monitor where they are in the "4-Factors for Success."

### Pushing State of the Art

Republic Services is very proud to lead the industry in our aggressive push to electrify our fleet. Despite the challenges described, we are not shying away from the topic. In fact, we are engaged with multiple platform manufacturers. Our investment in the advancement of the technology is multi-faceted. We start by flowing operational facts and needs to them, so that their development teams understand the real-world paces that the platform must perform. We then put our money where our mouth is by buying their prototype and early production trucks and running them through their paces on real routes in multiple locations in the United States. Lastly, we give the feedback from those real-world routes back to the manufacturers, so they can learn from our efforts and improve on their designs.

### Ongoing Pilot Programs

In 2022, we have two pilot programs running on real routes. One in Hickory NC, and the other in Boise ID. Each of these locations is using a different platform manufacturer's truck, offering performance feedback to both teams.

### CARB Compliance

Republic Services has been closely involved with the development of the Advanced Clean Fleet regulations approved by CARB and the state this past year. As you are aware these regulations require fleet owners to transition their internal combustion vehicles to Zero Emission Vehicles (ZEV) over the next two decades. We have notified CARB that we will utilize the Fleet Milestone Pathway to comply with the requirements of the regulation. It is worth noting that Republic is proceeding as if the regulation is being implemented as planned even though CARB recently announced a pause in their implementation and enforcement schedule. We believe this to be a temporary event and that the rule will proceed as intended later this year.

Based on the current requirements in the regulation and our current fleet size in CA (2700 trucks), Republic will replace between 60 and 70 route collection vehicles in CA with ZEV models by 2027. By 2030, approximately 300 additional vehicles will need to be replaced with ZEV models. There are interim milestones that follow and ultimately by 2042 our entire fleet of vehicles operating in CA that weigh over 8500 lbs. will be zero emission.

In planning for these replacement milestones, Republic Services will be evaluating its entire fleet across the state in the aggregate and replacing vehicles based on age and type of vehicle. Where possible, trucks that are fueled with diesel will be transitioned first with vehicles operating on renewable natural gas at a later stage. We are placing a limited number of ZEV in multiple locations so that we are able to gather as much data as possible relative to the capabilities of the pilot vehicles under production currently. Once we are confident in the capabilities of the upgraded



vehicle (2 + years from now) we will proceed with full scale production of the collection vehicle.

ZEV transfer trucks are available and have shown promise in terms of matching the current duty cycle of internal combustion vehicles in use today. One concern has been the battery capacity and the drawdown from carrying heavy payloads in steeper terrain. Hydrogen has shown some promise in terms of overcoming these issues but the cost of fuel and fueling infrastructure have been detriments to investment so far. Current plans are to begin replacement of some of these vehicles during the second phase of transition scheduled by 2030.

At this time, we are unable to commit to a precise schedule for when and where these replacements will tangibly occur in CA. The deployment schedule for the 2027 milestone is fluid and currently being developed.

While we have relative surety as to how many vehicles will need to be placed in CA at each of the milestones, we want to be confident in stating which locations they will be delivered to prior to committing to that with a jurisdiction. Factors such as availability of power, approval from utilities of interconnection plans and construction lead times are just a few of the factors influencing our decision making.



### D. Facility Safety Plans

**Safety is Republic Services’ highest priority. We adhere to a strict policy of safety protocols with supporting infrastructure, where employees are trained to “Think. Choose. Live.®”**

#### Safety Overview

Republic Services has an industry leading safety record that has been 38% better than the industry average for the past ten years, based on OSHA data. In addition, we have been recipients of 72% of the industry’s Driver and Operator of the Year awards since 2009.

Republic Services maintains strict compliance with all applicable OSHA, federal, state and local safety requirements while performing all work-related functions.

We recognize that a safe workforce is not simply a discussion with a new hire, but a dedicated plan to review, educate and verify employee practices constantly.

Republic Services has the lowest occurrence of incidents and crashes in the industry due to our company-wide emphasis on safety, extensive employee training and ongoing educational development programs.

Republic Services requires all operations personnel to participate in extensive classroom training and testing, as well as on-road auditing and policy reinforcement.

Two of Republic Services’ ambitious sustainability goals are tied to specific safety metrics. These include reducing our Occupational Safety and Health Administration Total Recordable Incident Rate to 2.0 or less and having zero employee fatalities.

#### Think. Choose. Live.®

Every day, drivers face a multitude of challenges and are required to make decisions that can greatly impact their safety, as well as the safety of those in the communities we serve. Our best-in-class driver training program focuses on continual improvement of all our 16,000 drivers.

Our Think. Choose. Live.® philosophy helps navigate these situations by encouraging

Our employees are our greatest asset, and our dedication to every employee’s safety is second to none

38% safer than the industry average, while maintaining the 5th largest vocational fleet in the United States

Think. Choose. Live.® embodies our company culture

Winners of 72% of industry’s Driver of the Year awards since 2009

employees to Think about their actions, Choose the safest approach and Live to go home to their families at the end of each day.

#### Employee 1-on-1 Program

The Republic Services employee 1-on-1 is paramount to decreasing incidents. Supervisors are required to conduct a minimum of two in-person employee observations per week.

Figure 19. *Continually Improving Safety is Top Goal for Republic Services.*





## Transfer Station Services

The purpose is to improve safety, customer experience and productivity. The employee and their leader work together toward excellence.

### Safety Meetings & Training

Republic Services provides weekly, monthly and annual safety training for all our employees.

Safety topics are developed based on subject matter required under OSHA regulation. Republic Services prepares well-developed tailgate sessions, provides translators to engage all employees and encourages open discussion and participation.

Meeting topics may include:

- Injury and illness prevention/safety rules
- Back injury prevention
- Emergency response/fire safety
- Exposure control plan
- Drug and alcohol program
- Personal protective equipment
- Employee right-to-know
- Hearing conservation safety
- Lock out and tag out safety
- Slips, trips and falls
- Confined space entry

### Safety Recognition Program

The Republic Services Dedicated to Safety and Dedicated to Excellence programs are designed to identify, recognize and reward safe employees who are dedicated to safety and excellence in their workplace.

Employee safety and excellence is measured on six criteria including having no preventable crashes or injuries, no unscheduled lost time and no safety warning letters. Each employee who qualifies is recognized monthly, quarterly and annually.

### Quality Control

To ensure extreme reliability and a consistently high level of customer service, Republic Services has a quality control program called Driver Service Management (DSM).

DSM includes an extensive driver-lead reporting process, accompanied by regular auditing, that is focused on safeguarding against procedural failures. DSM standards guarantee that all driver issues will be addressed and completely resolved by supervisors or management within seven days of discovery.

The program is monitored and conducted by a Driver Service Coordinator responsible for:

- Conducting pre- and post-route briefings with drivers
- Entering and monitoring DSM issues
- Running and distributing reports

During collection activities, drivers are instructed to make notes on their route sheets throughout the day. The objective of the post-route briefing is to collect all valuable route information from each driver. Driver Service Coordinators must complete the post-route briefing section of the Driver Check-In form and drivers must sign the form before clocking out each day.

Finally, Driver Service Coordinators must submit any findings to the appropriate department that same day. For example, customer service will receive issues such as billing concerns and questions; operations will receive issues such as poorly sequenced routes; sales will receive items such as commercial overage issues; safety will receive information pertaining low hanging wires or dangerous dumpster locations; and maintenance will be forwarded issues such as repair and replacement needs.

Should an item remain open for longer than seven days, it is forwarded to the General Manager to bring matters to an immediate resolution.

### Together for Safer Roads

As the operator of the 5th largest vocational fleet in the country, with an industry leading safety record, we have a direct effect on roadway safety each day. While our strong safety performance is significant in the communities we serve, we aspire for more.

Today, we are proud to be the only recycling and waste services provider associated with



Together for Safer Roads. This innovative coalition brings together global private-sector companies across industries to collaborate on improving road safety and reducing deaths and injuries caused by road traffic crashes.

The Coalition's mission to provide guidelines and processes to keep employees, partners and contractors safe on the road closely aligns with our continuous work in fostering an environment that provides ongoing road safety education.

### Focus 6

Our Focus 6 program provides employees with tips and techniques to reduce the frequency of our six most common types of serious incidents. This industry-leading program involves in-class training and practical skills course exercises that have helped to reduce crashes and injuries.

*Figure 20. **Inspections.** Driver performs pre-route inspection to ensure vehicle is safe for operating.*





## Contra Costa Transfer Station Safety Plan

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INJURY AND ILLNESS  
PREVENTION PLAN

# REPUBLIC SERVICES – Contra Costa Transfer Station

PREPARED FOR: **Contra Costa Transfer Station**  
REPUBLIC SERVICES

PREPARED BY: Priscilla Lomeli  
Area Safety Manager  
Republic Services

DATE: September 2023



## 1. INTRODUCTION

### Intent

This document has been prepared as required by Title 8 of the California Code of Regulations, Sections 1509 and 3203. This Plan addresses procedures established by our facilities to maintain a safe work environment, and designate individuals responsible for its implementation. Through these procedures we will actively encourage and support all efforts to promote employee safety, provide regular training, and establish a communication system to allow employees to report to management any perceived workplace hazards.

This Plan will be reviewed and updated on a periodic basis or whenever new substances, processes, or equipment are introduced into the workplace, or when management becomes aware of a previously unidentified hazard or unsafe condition that presents a new or potential occupational safety or health hazard.

All employees will have access to review the program. A printed or electronic copy will be provided no later than 5 business days after the request for access was received.

- A designated representative may request access to the program on behalf of the employee if the employee provides written authorization to exercise a right of access.
- A recognized or certified collective bargaining agent shall be treated automatically as a designated representative for the purpose of access to the Program.

### Policy Statement

We believe that all occupational injuries and illnesses can be prevented, and it is a responsibility that must be shared equally by management and employees. We encourage all employees to join in a personal commitment to accident prevention as a way of life, on and off the job.

It is our goal to ensure that company operations do not adversely impact our community or the environment, and that we comply with all federal, state, and local safety, health, and environmental regulations. Our goal is to eliminate any foreseeable hazards which may result in personal injury or illness, property damage or loss, and business interruptions caused by accidents, major injuries, or other workplace hazards. All employees are responsible for minimizing accidents within our facilities and for following the guidelines established in our *Facility and Safety Training Manual*. Every employee's safety responsibilities are considered paramount to his/her other job responsibilities. Accident prevention is a cooperative effort for everyone's benefit.

Our objective is a safety and health program that will reduce the number of injuries and illnesses to a minimum. Our goal is zero accidents and injuries. To support that objective our safety and health program will include:





- Mechanical and physical safeguards to the maximum extent possible.
- Safety and health inspections to find eliminate or control unsafe working conditions and practices.
- Training for all employees in good safety and health practices.
  
- Personal protective equipment and instructions for its care and use.
- Development and enforcement of safety and health rules.
- Investigation of every accident to find out what caused it and correct the problem so it will not happen again.
- Recognize and award outstanding safety performance.

We recognize that the responsibilities for safety and health are shared. We accept the responsibility for leadership of the safety and health program, for its effectiveness and improvement, and for providing the safeguards required to ensure safe conditions. Supervisors are responsible for developing proper attitudes toward safety and health in themselves and in those they supervise, and for ensuring that all operations are performed with the utmost regard for the safety and health of all personnel involved, including themselves. Employees are responsible for wholehearted, genuine operation of all aspects of the safety and health program – including compliance with all rules and regulations and for continuously practicing safety while performing their duties.

#### Program Administrator

The Injury and Illness Prevention Plan Administrator has responsibility and authority to oversee, update, and implement the Plan. All site managers, facility managers, and supervisors will assist in implementing, maintaining, and enforcing the IIP Plan within their facilities and work areas. The Injury and Illness Prevention Plan Administrator will be:

Tony Robertson, Area Safety Manager  
Telephone: (925)744-5267



### Compliance

Management is responsible for ensuring that all safety and health policies and procedures are clearly communicated and understood by all workers. Managers and Supervisors are expected to enforce the rules fairly and uniformly.

All workers are responsible for using safe work practices, for following all directives, policies, and procedures, and for assisting in maintaining a safe work environment.

Our system for ensuring that all workers comply with the rules and maintain a safe work environment includes:

1. Inform workers of the provision of our IIP Plan.
2. Evaluate the safety performance of all workers.
3. Recognize workers who perform safe and healthful work practices.
4. Provide guidelines and training to workers as appropriate to their job duties or when needed to address situations where a worker's safety performance is deficient.
5. Discipline workers for failure to comply with safe and healthful work practices.

### Facilities Included in This Plan

**REPUBLIC SERVICES –Contra Costa Transfer Station**

951 Waterbird Way Martinez, Ca 94553

Telephone: 925-313-8987

General Mgr.: Josh Mills

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## 2. COMMUNICATION

### Employee Participation

We recognize that open, two-way communication between management and staff on health and safety issues is essential to an injury-free, productive workplace. The following system of communication is designed to facilitate a continuous flow of safety and health information between management and staff in a form that is readily understandable and consists of one or more of the following:

1. New worker orientation including a discussion of safety and health policies and procedures.
2. Review of our Injury and Illness Prevention Plan.
3. Workplace safety and health training programs.
4. Regularly scheduled safety meetings.
5. Posted or distributed safety information.
6. Effective communication of safety and health concerns between workers and supervisors.
7. A system for workers to anonymously inform management about workplace hazards.

All employees are encouraged to bring workplace health and safety hazards to the attention of their Supervisor, Manager, or the Safety Manager. It is the responsibility of each individual to immediately report any and all workplace hazards that they observe or encounter during the course of the workday. It is the responsibility of management to respond to all reports of a potential hazard, assess and implement appropriate corrective action, additional procedural, or engineering controls, and adjust operations to provide employees with a safe working environment.

### Anonymous Suggestions/Complaints

Employees having safety suggestions or complaints may contact the Area Safety Manager anonymously by telephone at (925) 744-5267 or by mail at 2125 Oak Grove Rd, Suite 110, Walnut Creek, CA 94598. Complaints regarding safety or health issues will be investigated promptly and reviewed by the Area Safety Manager. Appropriate action and follow-up will be initiated in the form of repair, abatement, or protective measures. Employees who feel that their complaint has not been adequately addressed by local leadership may also contact the Area Safety Manager for review and resolution.

Employees having a question or concern regarding legal or ethical behavior should first turn to their supervisor or another member of management. A second option is for the employee to contact the aware line, toll free 24 hours a day, 7 days a week, at 1-866-3-AWARE 4.



#### Employee Bulletin Board

An employee bulletin board is available and will contain required OSHA/CAL-OSHA postings, safety tips, workers compensation information, our Code of Safe Practices, and other federal, state, and regulatory information.

### 3. HAZARD ASSESSMENT, CORRECTION, AND INVESTIGATION

#### Periodic Inspections

Inspections to identify, evaluate, and address workplace hazards will be performed by facility management or a Safety Committee to carry out this function on a monthly basis.

Further, whenever new substances, processes, or equipment are introduced into the workplace, or when management becomes aware of a previously unidentified hazard or unsafe condition that presents a new or potential occupational safety or health hazard an immediate inspection will be completed followed by appropriate employee training.

These inspections will be conducted to identify and evaluate any workplace hazard that may be present at our facilities. All deficiencies found will be noted and reviewed.

#### Corrective Measures

Unsafe or unhealthy work conditions, practices or procedures will be corrected in a timely manner based on the severity of the hazards. Hazards will be corrected according to the following protocols:

1. When observed or discovered.
2. When an imminent hazard exists, which cannot be immediately abated without endangering worker(s) and/or property, all exposed workers will be removed from the area except those necessary to correct the existing condition. Workers necessary to correct the hazardous condition will be provided with the necessary protection.



#### Accident/Exposure Investigations

Employees are required to report all incidents, accidents, or injuries regardless of severity immediately or as quickly as possible following the occurrence. All incidents will be investigated using the following procedures:

1. Supervisor or Manager will visit the scene of the incident as quickly as possible.
2. All involved employees and witnesses will be interviewed.
3. The workplace will be examined for factors associated with the incident.
4. Evaluation will be made to determine the cause of the incident.
5. Corrective action will be taken to prevent the incident from recurring.
6. Findings will be recorded using the Company *Automobile, General Liability, or Loss Notice* and/or *Employee Injury Report*. (See Attachment C)
7. All incidents will be communicated to the Division Safety Manager at the time of occurrence.

#### 4. SAFETY AND HEALTH RECORDKEEPING

##### Injury and Illness Records

An *Employee Injury Report* will be completed on every injury or illness occurring as a result of our operations. Those records will be reviewed to assist in pinpointing unsafe acts, conditions, or procedures. Any injury or illness requiring medical treatment will be recorded on *the Cal/OSHA Log and Summary of Occupational Injuries and Illnesses, Cal/OSHA Form 300* according to its instructions. Every year the summary Cal/OSHA Form will be posted no later than February 1<sup>st</sup> until April 30<sup>th</sup>.

##### Facility Inspection Records

Monthly facility inspections will be maintained for a period of one year. Those records will include the name of the person completing the inspection, the date of the inspection, a description of any hazard or deficiency identified during the inspection, and a summary of the action taken to correct the identified unsafe condition or work practice. The original copy of the facility inspection shall be maintained at the facility.



## 5. TRAINING AND INSTRUCTION

### Training Requirements

All employees will receive training and instruction on general and job-specific safety and health practices. Training will be documented and maintained per company guidelines. During the meetings, employees will be encouraged to inform management of perceived safety hazards, operational concerns, and other issues. Training and instruction will be provided as follows:

1. When the IIP Plan is first established.
2. To all new workers.
3. To all workers given new job assignments for which training has not been previously provided.
4. Whenever new substances, processes, procedures, or equipment are introduced to the workplace and represent a new hazard.
5. Whenever a new or previously unrecognized hazard is identified.
6. To all supervisors and managers to familiarize them with the safety and health hazards to which workers under their immediate direction and control may be exposed.
7. To all workers with respect to hazards specific to each worker's job assignment.

### Training Schedules and Topics

Safety meetings will be held a minimum of monthly at all facilities. Meetings will include OSHA recommended subjects, as well as other topics inherent to the waste industry. Additional meetings, or tailgate meetings, will be held by specific departments to provide information to employees regarding their individual work areas.

Following is a recommended training schedule and suggested tailgate topics.



Transfer Station Services

	January	February	March	April	May	June
<b>Focus Together</b>	 The Year Ahead	 PPL	 Rollovers - Skills Course	 Rear Collisions - Skills Course	 Heat Considerations	 Rollovers
<b>OSHA Compliance</b>	Lock Out / Tag Out	Personal Protective Equipment Industrial Truck Training	Hazard Communication	Accident Prevention Signs/Tags	Heat Stress	Blood Borne Pathogens
<b>Tasks</b>	Start 90 Days of Winter Safety Plan; conduct Annual LOTO Observations	PPE Hazard Assessments Forklift Recertifications	Wrap up 90 Days of Winter	First aid/CPR training for designated employees	Prepare Summer Safety Plans	Start 101 Days of Summer, June 1
	July	August	September	October	November	December
<b>Focus Together</b>	 Backing - Skills Course	 Pedestrians	 Intersections - Skills Course	 Backing - Skills Course	 Intersections - Skills Course	 Year In Review
<b>OSHA Compliance</b>	Emergency Response	Fire Extinguishers Hearing Conservation	Spill Prevention	Confined Spaces	Respiratory Protection Asbestos Safety (as required)	Drug & Alcohol Awareness
<b>Tasks</b>	Conduct Fire Drill	Review Hot Load Procedures	101 Days of Summer- Successfully Completed?	Review / Conduct Confined Space Evaluations	Respirator Fit Tests	Prepare 90 Days of Winter Plan



Recommended Safety Training Schedule  
See Attachment C.

Optional Tailgate Topics

The following tailgate topics may be used to supplement regular training meetings and address individual training needs. Tailgate topics will be chosen based on the following:

- Training requirements of the individual facility.
- Relevance to the person(s) being trained.
- To address unusual or specific job task training needs.
- To emphasize the importance of safety on a regular basis.





## Transfer Station Services

- Accident/Injury Reporting
- Autoclaved Waste
- Automatic Transmission Usage
- Battery Charging & Boost Starting
- Bird Gun Usage
- Container Delivery
- Customer Service
- Defensive Driving
- Dual Drive Chassis Usage
- Extracting Foreign Material
- First Aid – General
- Front Loader Usage
- Good Housekeeping
- Grinding & Sawing
- Hand and Power Tools
- Hearing Protection
- Heat Stress
- Hot Load Procedures
- Landfill Gas Safety
- Machine Guarding
- Mounting/Dismounting Vehicles
- Mounting/Dismounting Heavy Equipment
- Operating Dozers
- Operating Excavators
- Operating Loaders
- Overhead Crane Safety
- Preventing Workplace Violence
- Preventive Maintenance
- Refuse Collection Vehicle Safety
- Roll-Off Usage
- Rules for Drivers and Helpers
- Safe Driving – Backing
- Safe Driving – Cushion of Safety
- Safe Driving – Slow Down
- Safe Driving Practices
- Safe Equipment Operations
- Safe Practices Pay
- Safety Attitude
- Spotter Safety
- Spray Painting
- Think Safety
- Tire Maintenance
- Towing a Stuck Vehicle
- We Know Better
- Wet Weather Operations
- Working Safety Outdoors
- Working on or Using
  - Electrical Equipment



***We are responsible for minimizing accidents within our facilities and for following safe work practices every day while on the job. Safety is of equal importance to all other job responsibilities. We will follow these and all other safe practices appropriate to the workplace and to individual job duties, support all efforts to ensure safe operations, and report or respond to any unsafe conditions or practices immediately upon becoming aware of the condition or hazard.***

1. Our Company will make every effort possible to select and hire only good, dependable employees who will report to work as scheduled, and who will work in a safe and responsible manner consistent with Company rules and regulations.
2. Employees will follow the instructions and procedures given by supervisors and management personnel. Employees will observe and obey all Company rules, regulations, comply with Department of Transportation, EPA, and OSHA/CAL-OSHA health and safety regulations, and all other standards and policies to ensure a safe workplace.
3. The use, sale, purchase, transfer, possession, consumption, presence in one's system, or transportation of any controlled substance or alcoholic beverage by any employee during company time, while on company premises, while operating Company equipment, or while under the authority of the Company is strictly prohibited. All employees will comply with the requirements of the Company Drug and Alcohol Policy.
4. Horseplay and disruptive or unsafe conduct, fighting, assaulting, or other threatening behavior will not be tolerated at any time.
5. All vehicles, heavy equipment, tools, and machinery will be maintained and operated in a manner that adheres to and supports all safe standards and procedures for that vehicle, piece of equipment, tool, or machine. Abuse of equipment, removal of safeguards, violation of laws pertaining to safe operations will not be allowed.
6. Employees will participate in all safety meetings and training sessions as requested by their supervisor or management.
7. All accidents and injuries will be reported to management immediately. Management will investigate and provide appropriate medical attention and implement preventive measures when possible.
8. All employees will maintain and wear any personal protective equipment, respirators, hearing protection or other protective devices required by their job duties. Good housekeeping practices will be exercised to prevent hazardous conditions.
9. All commercial drivers will meet, at a minimum, the standards and qualifications mandated by the Federal Highway Administration for commercial drivers.
10. Safe work rules will be developed and communicated to employees to address specific procedures and safe practices within the scope of their department and job position requirements.



## 5. Processing Information

### Processing Method

Customers are directed to tip food waste inside the transfer station building, adjacent to the THOR Turbo Separator capable of processing 30-tons of food waste per hour. After a floor sort is performed on the food waste, using a spotter and skid-steer loader, the food waste is loaded into the Thor hopper. A two-screw system loosens and opens any packaging prior to the material entering the Thor. After which, the material is conveyed thru a series of swing hammers to remove the organics from the inert packaging material. During this process the organic material is directed thru a series of trommel screens with openings ranging from half to 1-inch in diameter. After processing, a conveyor is used load the organics into a trailer for transportation. The contaminants are ejected back onto the tipping floor for proper disposal.

### Equipment

- 125HP main motor [176kW full system]
- 1" [25mm] thick 316 Stainless Steel Processing Chamber
- 52 qty. Scott Swing Hammers on horizontal shaft with external HD pillow block bearings
- North American steel, motors, gear reducers, bearings, and wear parts
- Allen Bradley PowerFlex series VFDs and controls in NEMA4 enclosure with C-UL, UL, and CE approval
- System is sold as "wet and dry" which includes wet kit pumping system
- 99% clean organics (many customers say that it is higher than this)

Figure 21. the THOR Turbo Separator capable of processing 30-tons of food waste per hour





## 6. Exceptions to the Draft Agreements

### Transfer Station Agreement

Republic Services has reviewed the Draft Operating Agreement and understands the roles, responsibilities, rights, and obligations of both the Authority and Republic Services. We have proposed revisions to the Franchise Agreement that we believe clarify conditions in a manner that is beneficial to both Republic Services as the Contractor and the Authority. Please refer to **Attachment 5** for Republic Services redline of the draft organics processing agreement that includes our intended exceptions and/or any items for consideration of further discussion.



## **7. Cost Proposal Forms**

Republic Services' cost proposal forms for disposal services are attached and submitted separately to the Authority along with this proposal submission.



# 8. Completed Forms

## Attachment 4: Secretary's Certification

**CERTIFICATE OF SECRETARY**

**RELATING TO THE SERVICE AGREEMENT TO PROVIDE RECYCLABLE MATERIALS, COMMINGLED ORGANICS AND SOLID WASTE TRANSFER AND TRANSPORT, AND COMMERCIAL FOOD SCRAPS PRE-PROCESSING, TRANSFER AND TRANSPORT SERVICES FOR THE CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY IN THE STATE OF CALIFORNIA**

The undersigned, Secretary of **ALLIED WASTE SYSTEMS, INC.**, a Delaware corporation (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by unanimous written consent of the Board of Directors of the Company on August 23, 2021, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

**RESOLVED**, that (i) any individual at the time holding the position of General Manager or Area Director, Finance; and in connection with environmental solutions transactions only, General Manager; Division President; or Division Vice President Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to any one of the foregoing positions, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; Market Vice President; Vice President, Environmental Services be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **JOSH MILLS** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

**WITNESS MY HAND**, this 21<sup>st</sup> day of May, 2024.

*Lauren McKeon*  
 \_\_\_\_\_  
 Lauren McKeon, Secretary



## Attachment 5: Non-Collusion Affidavit

### ATTACHMENT 5 NON-COLLUSION AFFIDAVIT

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Proposer's Name Allied Waste Systems, Inc. d/b/a  
Contra Costa Transfer

**FOR: PROPOSAL FOR RECYCLABLES AND/OR COMPOSTING AND/OR MIXED WASTE  
PROCESSING SERVICES FOR THE  
AUTHORITY**

Proposer declares under penalty of perjury under the laws of the State of California that this proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such proposal is genuine and not collusive or sham; that said Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that said Proposer has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the proposal price of said Proposer or of any other Proposer, or to fix any overhead, profit, or cost or rate element of such proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in such proposal are true, and further, that said Proposer has not directly or indirectly submitted his proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said Proposer in this general business.

**The above Non-Collusion Affidavit is part of the proposal. Signing this proposal on the signature page thereof shall also constitute signature of this Non-Collusion Affidavit.**

Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.



# Attachment 6: Iran Contracting Act Certification

## ATTACHMENT 6 IRAN CERTIFICATION ACT

### CONTRACTOR'S IRAN CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code Section 2200 et seq., ("Iran Contracting Act of 2010"), Contractor certifies that:

- (1) Contractor is not identified on the list created by the California Department of General Services ("DGS") pursuant to California Public Contract Code Section 2203(b) as a Person engaging in investment activities in Iran; and
- (2) Contractor is not a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another Person, for 45 days or more, if that Person will use the credit to provide goods or services in the energy sector in Iran and is identified on the DGS list made pursuant to Section 2203(b).

As used herein, "Person" shall mean a "Person" as defined in Public Contract Code Section 2202(e).

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the Contractor to this Certification, which is made under the laws of the State of California.

Allied Waste Systems, Inc d/b/a  
Contra Costa Transfer (Company Name)

By: [Signature] (Signature)

Name: Josh Mills (Printed Name)

Title: General Manager

Date: 5/17/2024

1758096.1



**EXHIBIT H:**  
**APPROVED AFFILIATES AND SUBCONTRACTORS**

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As of the Effective Date of this Agreement, Contractor is not utilizing Approved Affiliates nor Subcontractors.

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**EXHIBIT I:  
LABOR AGREEMENTS**

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# THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND

## EMPLOYER – UNION PENSION CERTIFICATION

THE UNDERSIGNED EMPLOYER AND UNION HEREBY CERTIFY THAT A WRITTEN LABOR AGREEMENT IS IN EFFECT BETWEEN THE PARTIES PROVIDING FOR CONTRIBUTIONS TO THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND ("TRUST FUND") AND THAT SUCH AGREEMENT CONFORMS TO THE TRUSTEE POLICY ON ACCEPTANCE OF EMPLOYER CONTRIBUTIONS (AS REPRODUCED ON THE REVERSE OF THIS FORM) AND IS NOT OTHERWISE DETRIMENTAL TO THE PLAN. A COMPLETE COPY OF THE LABOR AGREEMENT IS ATTACHED OR, IF NOT YET AVAILABLE, WILL BE FURNISHED TO THE AREA ADMINISTRATIVE OFFICE AS SOON AS AVAILABLE. THE UNDERSIGNED AGREE THAT THE PROVISIONS OF ANY MEMORANDUM OF UNDERSTANDING, SUPPLEMENT, AMENDMENT, ADDENDUM OR OTHER MODIFICATION OF THE LABOR AGREEMENT DIRECTLY OR INDIRECTLY AFFECTING THE EMPLOYER'S OBLIGATION TO CONTRIBUTE TO THE TRUST FUND SHALL NOT BIND THE TRUSTEES UNLESS AND UNTIL A COMPLETE WRITTEN AND SIGNED COPY OF THOSE PROVISIONS IS FURNISHED TO THE AREA ADMINISTRATIVE OFFICE AND ACCEPTED BY THE TRUSTEES, AND FURTHER AGREE TO FURNISH THOSE PROVISIONS TO THE AREA ADMINISTRATIVE OFFICE IN A TIMELY MANNER. IF A NEW PENSION ACCOUNT, THE EMPLOYER AGREES TO PROVIDE THE AREA ADMINISTRATIVE OFFICE WITH COMPLETED PAST EMPLOYMENT DATA FORMS. THE NEGOTIATING PARTIES CERTIFY THAT THIS DOCUMENT HAS NOT BEEN MODIFIED IN ANY MANNER.

NAME OF EMPLOYER Allied Waste Systems, Inc. Contra Costa Transfer -Truck Drivers NAME OF ASSOCIATION \_\_\_\_\_  
IF AN ASSOCIATION WITH AUTHORITY TO SIGN ON BEHALF OF EMPLOYERS, ATTACH LIST OF NAMES AND ADDRESSES OF EACH SUCH EMPLOYER  
STREET ADDRESS 901 Bailey Rd. CITY, STATE, ZIP CODE Pittsburg, CA., 94565  
EFFECTIVE DATE OF THIS LABOR AGREEMENT 8/24/20

IF THIS CERTIFICATION IS SIGNED BY AN ASSOCIATION, THE ASSOCIATION WARRANTS AND REPRESENTS THAT IT HAS WRITTEN AUTHORIZATION FROM EACH LISTED EMPLOYER TO SIGN THIS CERTIFICATION AND TO SIGN THE LABOR AGREEMENT ON BEHALF OF SUCH EMPLOYER (IF THE LABOR AGREEMENT IS NOT SIGNED BY THE EMPLOYER).

**INDICATE:** NEW PENSION ACCOUNT BUT EMPLOYER  
RENEWAL  NEW PENSION ACCOUNT  PREVIOUSLY MADE PENSION CONTRIBUTIONS   
EMPLOYER OWNERSHIP CHANGE  DATE OF CHANGE \_\_\_\_\_ SELLER \_\_\_\_\_  
EMPLOYER IS PART OF A CONTROLLED GROUP OF CORPORATIONS FOR FEDERAL TAX PURPOSES   
NAME OF PARENT COMPANY \_\_\_\_\_  
STREET ADDRESS \_\_\_\_\_ CITY, STATE, ZIP \_\_\_\_\_

FOR LABOR AGREEMENT RENEWALS:  
INDICATE PENSION ACCOUNT NUMBER(S) 314752 & 310370

EMPLOYER IS A: CORPORATION  PARTNERSHIP  UNINCORPORATED SOLE PROPRIETORSHIP   
PUBLIC ENTITY  LIMITED LIABILITY COMPANY  (INDICATE - PARTNERSHIP  CORPORATION   
(PARTNERS OR UNINCORPORATED OWNERS ARE INELIGIBLE TO PARTICIPATE PERSONALLY IN THIS TAX-EXEMPT TRUST.)

APPROXIMATE NUMBER OF COVERED EMPLOYEES Approx 35

THE UNDERSIGNED UNION AND EMPLOYER AGREE TO BE BOUND BY THE WESTERN CONFERENCE OF TEAMSTERS AGREEMENT AND DECLARATION OF TRUST AND PENSION PLAN AS NOW CONSTITUTED OR AS HEREAFTER AMENDED, AND TO BE BOUND BY THE ACTS OF THEIR RESPECTIVE UNION AND EMPLOYER TRUSTEES OR THEIR SUCCESSORS. THE EMPLOYER AGREES TO PAY THE TRUST FUND THE PENSION CONTRIBUTIONS SPECIFIED IN THE LABOR AGREEMENT WITH THE UNION. THE UNDERSIGNED UNION AND EMPLOYER SHALL BECOME PARTIES TO SAID AGREEMENT AND DECLARATION OF TRUST UPON ACCEPTANCE AS SUCH BY THE TRUSTEES, UPON THE EXPIRATION OF THIS OR ANY SUBSEQUENT LABOR AGREEMENT, THE EMPLOYER AGREES TO CONTINUE TO CONTRIBUTE TO THE TRUST FUND IN THE SAME AMOUNT AND MANNER AS REQUIRED IN THE MOST RECENT EXPIRED LABOR AGREEMENT UNTIL SUCH A TIME AS THE UNDERSIGNED EITHER NOTIFIES THE OTHER PARTY IN WRITING (WITH A COPY TO THE TRUST FUND) OF ITS INTENT TO CANCEL SUCH OBLIGATION FIVE DAYS AFTER RECEIPT OF NOTICE OR ENTERS INTO A SUCCESSOR LABOR AGREEMENT WHICH CONFORMS TO THE TRUSTEE POLICY, WHICHEVER EVENT OCCURS FIRST. SIMILARLY, THE TRUSTEES RESERVE THE RIGHT TO GIVE NOTICE TO THE EMPLOYER AND UNION OF INTENT TO TERMINATE ACCEPTANCE OF FURTHER CONTRIBUTIONS FROM THE EMPLOYER. THE UNDERSIGNED AGREES THAT UPON RENEWAL OF THE LABOR AGREEMENT A COMPLETE COPY OF THE RENEWED LABOR AGREEMENT, INCLUDING MODIFICATIONS TO THE AGREEMENT, WILL BE FURNISHED TO THE AREA ADMINISTRATIVE OFFICE AS SOON AS AVAILABLE; AND, UPON WRITTEN ACCEPTANCE OF THE RENEWED LABOR AGREEMENT BY THE TRUSTEES, THE FOREGOING TERMS OF THE EMPLOYER-UNION PENSION CERTIFICATION SHALL BE APPLICABLE TO SUCH RENEWAL OF THE LABOR AGREEMENT. THE UNDERSIGNED UNION AND EMPLOYER ACKNOWLEDGE RECEIPT OF THE TRUSTEE POLICY ON ACCEPTANCE OF EMPLOYER CONTRIBUTIONS EFFECTIVE APRIL 1, 1970 AND OF THE TRUSTEE POLICY ON ACCEPTANCE OF EXTENDED, RENEWED, MODIFIED OR REPLACED PENSION AGREEMENTS WHERE THE EMPLOYER IS ON REFERRAL TO DELINQUENCY COLLECTION ATTORNEYS.

UNION Teamsters Local 315  
BY [Signature] DATE 1/28/21  
Don E Garcia  
(PRINT NAME OF INDIVIDUAL SIGNING)

EMPLOYER Allied Waste Systems, Inc. Contra Costa Transfer -Truck Drivers  
BY [Signature] DATE 2/2/21  
Matt Ketchum  
(PRINT NAME OF INDIVIDUAL SIGNING)

TITLE \_\_\_\_\_ PHONE NO. (925) 228-2246 TITLE General manager PHONE NO. 925 232 2910

ACCEPTED BY THE TRUSTEES OF THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND.

BY \_\_\_\_\_ DATE \_\_\_\_\_

# TEAMSTERS BENEFIT TRUST

Revised 5-1-07

## APPLICATION AND SUBSCRIBER'S AGREEMENT *for All Monthly (Non-Hour Bank) Plans*

Employer: Allied Waste Systems, Inc. - Contra Costa Transfer Truck Drivers  
 Address: 901 Bailey Rd  
Pittsburg, Ca., 94565-4309

By Employer		By Union	
Co. is a Corporation	<input checked="" type="checkbox"/>	New Account	<input type="checkbox"/>
Partnership	<input type="checkbox"/>	Rate Change	<input type="checkbox"/>
Proprietorship	<input type="checkbox"/>	Contract Renewal	<input checked="" type="checkbox"/>
Other	<input type="checkbox"/>	Inter-Fund Transfer	<input type="checkbox"/>

Phone No.: ( 925 ) 458-9800 Employee Benefits Contact Person: Melissa Hughes

Employees covered as of the effective date of this Agreement (check all that apply):

**Collectively Bargained Employees:** Party to a Master Agreement: ( Yes  No  If "yes," name of Employer Association: \_\_\_\_\_ Number of Collectively Bargained Employees: 35

**Non-Collectively Bargained Employees:** IF ANY NON-COLLECTIVELY BARGAINED EMPLOYEES ARE COVERED, FUND RULES REQUIRE THAT ALL EMPLOYEES IN THAT GENERAL CATEGORY MUST BE COVERED: \_\_\_\_\_

Supervisors - Number \_\_\_\_\_  
 Clericals - Number \_\_\_\_\_  
 Other (specify) \_\_\_\_\_  
 Number \_\_\_\_\_

Number of Non-Collectively Bargained Employees: 0

**Others:** Retirees  Number \_\_\_\_\_ COBRA Participants  Number \_\_\_\_\_ Total Other Employees Covered: 0

EMPLOYEE ELIGIBILITY REQUIRES RECEIPT OF THE FULL CONTRIBUTION. IF THE FULL CONTRIBUTION FOR THE PLAN IS NOT RECEIVED, THE EMPLOYEE WILL NOT BE ELIGIBLE FOR BENEFITS.

Plan Name/Number: <u>Plan 1</u>	(Current Contribution Rate): <u>\$ 2,288.00</u>
Supplemental Benefit (SB): <u>5</u>	Retirement Security Plan? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Current Contribution Rate): <u>\$ 788.57</u>
Supplemental Benefit (SB): <u>5</u>	SB Benefits (Total Contribution Rate): <u>\$ _____</u>
Supplemental Benefit (SB): <u>5</u>	Total Contribution on Commencement Date: <u>\$3,031.57</u>

The undersigned Employer has entered into a collective bargaining agreement or agreements with Teamsters Local Union No. 315 under which it is required to contribute to the Trust Fund ("Fund"), and desires to apply for acceptance as a participating Employer in the Fund. The Employer hereby adopts the Trust Agreement providing for the Teamsters Benefit Trust and agrees to be bound by its terms and by any amendments adopted in the manner provided therein. The Employer hereby grants power of attorney to the Employer Trustees now in office, and their successors, to administer the Fund as the representatives of the Employer with full authority to act for the Employer in the administration of the Fund.

Commencing on the first day of January 1, 2021 (based on qualifying hours worked in the preceding month), the Employer shall contribute the amount specified by the Trustees to provide; (1) active Plan benefits and (2) post-retirement benefits in the Fund's Retirement Security Plan, if provided for in the collective bargaining agreement (CBA), for each employee covered by the CBA and for such additional employees accepted by the Fund as participants in the Plan for the term of the agreement, pursuant to uniform rules. Contributions are due on the 1<sup>st</sup> day of the commencement month and payable no later than the 20<sup>th</sup> day of that month and each month thereafter. Refer to the Plan's Guide to Your Benefits for employee eligibility rules. The Retirement Security Plan's eligibility rules are printed on the reverse side of this form.

If the Employer fails to make proper contributions on time and in the manner specified in the Trust Agreement, the Employer understands and agrees that the Trustees may assess certain additional amounts as interest, liquidated damages, attorney's fees and other collection costs. Excess contributions paid to the Fund shall be refunded or credited only for the 36 calendar months preceding the date the Fund receives notice of the error or, if discovered through a payroll audit by the Fund's accountant, the 36 calendar months preceding the last month audited. Deductions shall be made from such refunds pursuant to the rules adopted by the Trustees.

The Employer hereby agrees to make available in the State of California to the Trustees or their agents, all books, records, and papers necessary to conduct an audit to verify that the required contributions have been paid. The Employer hereby agrees that in the event it withdraws from the Fund, the Fund is entitled to assess a withdrawal premium in an amount determined under the Trust Agreement.

It is the purpose and intent of the parties to maintain this Subscriber's Agreement in full force and effect at all times during which the Employer is obligated, by contract or by law, to continue participation in the Fund. Accordingly, this Subscriber's Agreement shall be effective for the term of the current collective bargaining agreement between the parties and shall continue in effect during the negotiations of the parties for a successor agreement during which negotiations the Employer agrees to make contributions to the Fund in the manner provided herein. The Employer may revoke this Subscriber's Agreement by sending written notice thereof by certified mail to the Union and Fund Administrator not less than 30 days prior to the date upon which the Employer desires to make such revocation effective, which in no event shall be during the term of any collective bargaining agreement between the parties (or written extension thereto). By signing this agreement, the Employer acknowledges and agrees that it may not terminate its participation in the Fund during the life of the applicable collective bargaining agreement without the consent of the Trustees.

For Union: Don E. Garcia  
 (Print or Type Name)  
[Signature]  
 (Signature)  
 Date: 1/28/21

For Employer: Matt Kitchum  
 (Print or Type Name)  
[Signature]  
 (Signature)  
 Date: 2/2/21

Accepted on \_\_\_\_\_, \_\_\_\_\_, on behalf of the Board of Trustees of the Teamsters Benefit Trust.  
 Union Trustee: \_\_\_\_\_ Employer Trustee: \_\_\_\_\_

**DISTRIBUTION:** Send the entire set to the TBT Plan Administration Office. Completed copies will be returned; yellow to Union & pink to Employer.

COLLECTIVE BARGAINING AGREEMENT

Between

ALLIED WASTE SYSTEMS, INC.  
[CONTRA COSTA TRANSFER]

and

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,  
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF  
AMERICA, LOCAL 315

*Transfer Truck Drivers*

August 24, 2020 through August 23, 2025



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**ARTICLE I**

**PARTIES AND TERMS OF AGREEMENT**

**Section 1**

THIS AGREEMENT is made and entered into this 24th day of August, 2020, between ALLIED WASTE SYSTEMS, INC. [Contra Costa Transfer], hereinafter referred to as the "Company or Employer" and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL NO. 315, hereinafter referred to as the "Union."

**Section 2**

This Agreement shall become effective August 24, 2020, and shall continue in full force and effect through August 23, 2025, inclusive, and thereafter it shall be considered automatically renewed for successive periods of twelve months unless, at least ninety (90) days prior to the end of any anniversary year, either party shall serve notice upon the other that it desires cancellation, revision or modification of any provision or provisions of this Agreement. If either party serves such notice, the parties shall attempt to reach an agreement with respect to the proposed changes. At least forty (40) days prior to the expiration date of the Agreement, the parties shall meet to consider such changes. In the event the parties do not reach a written agreement by the expiration date of this Agreement, then it shall be deemed terminated. The parties can mutually agree in writing to extend this Agreement.

**Section 3**

This Agreement covers only those matters specifically contained herein and supersedes all prior agreements between the Company and the Union, including any letter of interpretation, verbal understanding and/or past practice.

**ARTICLE II- RECOGNITION**

The Company hereby recognizes the Union as the exclusive bargaining representative for all employees covered by this Agreement.

**ARTICLE III – UNION MEMBERSHIP**

**Section 1**

All employees covered by this Agreement shall become and remain members of the Union within thirty-one (31) days after employment or the effective date of this Agreement, whichever is later, and as a condition of continued employment shall maintain their membership in the Union. Membership, for purposes of this provision, will be deemed satisfied by the employee either (i) becoming a member in good standing by paying the uniform initiation fee and monthly dues and charges pursuant to the Union's Bylaws, or (ii) becoming a financial core member and paying an amount equal service fee which shall be equal to the percentage of the Union initiation fee and monthly dues which reflects the proportion of the amount the Union's collective bargaining expenditures bear to the Union's total expenditures, provided that employees choosing this option shall notify the Union in writing.

**Section 2 – Hiring**

- A) No driver will be accepted or retained by the Company who is unable to pass an examination based upon the motor vehicle laws for the State of California.
- B) Applicants for a position must possess a valid California driver's license covering the specific work to be performed by the applicant as a pre-requisite to being considered for employment.

**Section 3 – Payroll Deductions**

A) Upon being furnished with an appropriate authorization form executed by an employee, the Employer shall deduct from that employee's pay, in the amount stated, the following: (1) initiation fees, dues, assessments and fines as established by the Union, and (2) allotments to be made to a credit union as identified in the authorization. Such deductions shall be remitted to the recipient as stated in the authorization, no later than the last day of each month, and payments to the Union should be remitted to the office of Union Local 315, 2727 Alhambra Avenue., Martinez, CA 94553, by the 15<sup>th</sup> of each month following the month for which the deductions have been made, together with a list of employees for whom deductions have been made.

B) Deductions for the initiation fee shall be at the rate of no less than \$75 a week.

C) Dues shall be deducted from employees classified as "casuals" on the first day worked in any month that they are employed as a non-seniority employee. Deduction authorization forms shall be made available to casuals at the time of their original hire.

**ARTICLE IV – MANAGEMENT RIGHTS**

**Section 1 – Listings of Management Rights**

The Company reserves the right to operate and manage all operations of the Company and to direct the workforce of the Company including, but not limited to, the right to plan, direct and control operations; to establish work and quality standards; to perform periodic evaluations of employee job performance and to make employment decisions based on the results of such evaluations; to determine and select the equipment to be used in the Company's operations, and from time to time, change or discontinue the use of any equipment and select new equipment for its operations, including equipment for new operations; to discontinue or move its business or operations in whole or in part; to determine and, from time to time, redetermine the methods, processes and materials to be employed; determine the nature and format of the programs to be produced, purchased or presented, and determine the extent to which such programs will be produced or presented by its employees; the scheduling of productions and the methods, processes and means of productions; the right to hire, select, transfer, promote, suspend and discharge employees; the right to promulgate and enforce reasonable rules; and the right to lay off employees from duty by seniority because of lack of work or other legitimate reasons.

**Section 2 – Recognition of Management Rights**

A) The Union recognizes the express provisions of this Agreement as constituting the only limitations, other than limitations of state and federal laws, upon the Company's right to manage its business. All management rights not curtailed or surrendered by this Agreement are reserved to the Company and the Company has the right to take any steps necessary to maintain efficient and profitable operations, subject only to the express provisions of this Agreement.

B) The Union agrees to respect the rights of the Company to conduct and supervise its business as long as it does not conflict with the wages, hours, terms and conditions of this Collective Bargaining Agreement.

**ARTICLE V – UNION REPRESENTATIVE AND BULLETIN BOARDS**

**Section 1**

An accredited representative of the Union may visit the Company's facility during normal business hours with reasonable advance notice to the General Manager or his/her designee to assist the settlement of grievances and to observe the administration of the contract. This privilege will be observed so as not to interfere with an employee's work unless the matter is of such urgency that it cannot wait until after the employee is finished working. The Company shall not deny an accredited representative's visit pursuant to this paragraph except

for reasonable, legitimate business reasons, and then only if the Company's representative offers the earliest alternative time that is reasonably available.

**Section 2**

Before beginning his/her business at the facility, the accredited representative shall first announce his/her arrival to the General Manager or his/her designated representative if they are available. Such representative shall not interfere in any way with or interrupt the operation of the Company's business, cause any lost time by employees during such visit, or conduct Union business or meet with employees who are on the clock, unless the matter is of such urgency that it cannot wait until after the employees are finished working.

The Company will provide a copy of all written discipline to a Steward.

**Section 3**

A) Stewards shall be provided for at the option of the Union, such stewards to be selected by the employees on the job. The duties of the Steward shall be to report to the Union any and all grievances which may arise and cannot be adjusted on the job. There shall be no discrimination of any kind against the Steward because of union activities.

B) A Steward who is on disability or other leave of absence will be accompanied by a Union Business Agent at all times when on Company property conducting union business.

**Section 4**

A) The Company agrees to provide an enclosed bulletin board which may be used by the Union for posting official Union notices and a seniority list updated by the Company every six months.

B) The Company will keep one key and the business representative or shop steward will keep the other key. There shall be no other general distribution or posting by employees of any kind of literature upon Company property other than as herein provided without permission of the Company.

C) All such notices shall be on Union letterhead and signed by an authorized representative of the Union. There shall be no other general distribution or posting by employees of any kind of literature upon Company property.

**Section 5 – Official Union Security**

Any employee who is elected or officially appointed to office in the Union, which office requires his absence from the Company's service, shall be granted a leave of absence not to exceed three (3) years, without loss of seniority, entitling him upon retirement from such office to reinstatement consistent with his seniority. Employees on such leave shall not be eligible for any benefits under this contract.

**ARTICLE VI – NO STRIKES**

A) There shall be no strikes (including sympathy or wildcat strikes), sit-downs, slow-downs, work stoppages, boycotts or honoring a picket line except as described herein during the term of this Agreement by the Union, its officers, agents and members, or by the employees.

B) The Union agrees that it will not authorize, ratify or condone any strike or any other picket line activity described herein. In the event of any strike not authorized, ratified or condoned by the Union, the Union and its officers, agents and representatives will make every good faith effort to end such activity.

C) Any employee(s) participating in any activity proscribed herein shall be subject to disciplinary action, including discharge. Notwithstanding the foregoing, it shall not be a violation of this Article and shall not be cause for discharge or disciplinary action if an employee refuses to go through any lawful primary picket line (which the parties agree does not include any informational, handbill or consumer boycott picket) established

by the Union and/or sanctioned by Teamsters Joint Council No.7 at any property other than an "Allied" property or facility. Should, under the foregoing conditions, an employee refuse to go through such a picket line, the Company may utilize a non-bargaining unit employee to service the customers.

D) The Company for its part agrees that it will not lockout the Union or its members during the term of this Agreement.

**ARTICLE VII – WAGES AND HOURS**

**Section 1**

A) The wages listed below shall be effective August 24<sup>th</sup> of each contract year:

All	Current	8/24/20	8/24/21	8/24/22	8/24/23	8/24/24
Transfer Truck Driver, Hostler, Semi-Driver	\$34.52	\$35.47	\$36.42	\$37.37	\$38.32	\$39.27

The employees may divert monies from wages or future wage increases to the Western Conference of Teamsters Pension Trust Fund.

B) There will be a separate wage schedule for all employees hired after July 15, 1990. That wage schedule will be an amount that is 85% of the rates set forth above for the employees' first six months of employment, an amount that is 90% of the regular wage schedule for the employees' second six months of employment, 95% of the regular wage schedule for the next six months of employment and 100% of the regular wage schedule thereafter.

C) **Wage Premium** – Employees will receive a one dollar (\$1.00) per hour premium to their straight-time rate for hours performed training another employee or serving as foreman. The Company shall have discretion without regard to seniority in the selection of persons as trainers and foremen.

**Section 2 – Starting Time**

A) Because of the peculiar nature of the scavenger business, the daily starting time shall be left to the discretion of the Company. However, the starting time for the day shift shall be between 6:00 a.m. and 9:00 a.m.

B) The starting time for the second shift will be between 3:00 p.m. and 6:00 p.m.

C) Employees shall be given one week's notice of any changes in any employee's starting time, other than for proven emergencies.

D) No employee will be permitted to start work prior to his scheduled starting time without the expressed permission from his dispatcher.

**Section 3 – Hours**

A) All regular employees, except as noted below, shall be guaranteed eight (8) hours per day and forty (40) hours per week, Monday through Friday, inclusive. For this daily and weekly guarantee, the employee shall only be required to work his assigned shift except in cases of emergency.

B) Eight (8) hours, exclusive of lunch period, shall constitute a day's work; forty (40) hours shall constitute a week's work. The provisions of this Article are intended merely to provide for normal hours of work and to provide a basis for determining the number of hours of work for which an employee shall be paid at overtime rates. Nothing in this article, section or anywhere in this Collective Bargaining Agreement shall be interpreted to place a limitation on the hours of work per day or per week consistent with DOT regulations.

C) A thirty (30) minute unpaid lunch period shall be provided on each shift. The Company shall designate the time of said break period. Employees will be entitled to two (2) fifteen (15) minute breaks to be taken halfway through the first and second four hours of employment. These breaks will not be combined or taken with lunch.

D) The Company reserves the right to establish up to four Tuesday through Saturday shifts paid at the regular rate of pay. Overtime will be paid for all hours in excess of forty hours in the workweek. The Company will post a bid for these positions but if an insufficient number of volunteers sign for these shifts, then the Company will assign drivers in reverse seniority order.

E) The Company shall have the exclusive right to establish and, from time to time, change the hours for the commencement of work for shift, for different job classifications, and for individual employees within each job classification.

#### **Section 4 – Higher Wages**

A) No employee receiving a higher rate of pay shall suffer a reduction in pay by reason of the execution of this Agreement.

B) Employees who start work at 12:00 noon or thereafter shall receive twenty-five cents (\$0.25) per hour over the scale.

C) Employees who work any shift other than the day shift shall receive one dollar (\$1.00) per hour premium pay.

#### **Section 5 – Overtime**

A) Overtime at the rate of time and one-half (1½) shall be paid for all work performed after eight (8) hours in any one day or forty (40) hours in any one week.

B) Employees called for work on their sixth day shall be guaranteed eight (8) hours' pay at time and one-half (1½).

C) Employees called to work on their seventh day shall be guaranteed eight (8) hours' pay at the rate of double (2) time.

D) When it is necessary to assign weekend overtime, the Company will first ask for volunteers. The most senior volunteers will be selected for the work.

E) If there are insufficient numbers of volunteers, overtime will be assigned in reverse seniority order. Overtime must be worked if assigned.

F) Overtime shall be assigned on the basis of seniority. Employees shall not unreasonably refuse to work overtime. It is understood that working overtime is mandatory.

G) After the Company posts a bid for overtime work and there are not enough volunteers to fill the positions, the Company may use inverse seniority to fill the rest of the positions.

H) When reasonably foreseeable, the Company shall post notice of any required overtime on an unscheduled workday before the first driver is scheduled to report on a Friday.

#### **Section 6– Pay Period**

The employees covered by this Collection Bargaining Agreement shall be paid weekly for their labor. Any payroll errors will be paid by the next pay period.

## **ARTICLE VIII – VACATIONS**

### **Section 1 – Vacation Entitlement**

Employees having completed one (1) year of continuous service with the Company shall be entitled to an annual vacation with pay of one (1) week.

Employees having completed two (2) years of continuous service with the Company shall be entitled to an annual vacation with pay of two (2) weeks.

Employees having completed five (5) years of continuous service with the Company shall be entitled to an annual vacation with pay of three (3) weeks.

Employees having completed ten (10) years of continuous service with the Company shall be entitled to an annual vacation with pay of four (4) weeks.

Employees having completed fifteen (15) years of continuous service with the Company shall be entitled to an annual vacation with pay of five (5) weeks.

Vacation pay shall be computed at ten percent (10%) over the above the employee's normal rate of pay. His normal rate of pay shall be that of his permanent assignment immediately prior to his vacation period.

### **Section 2 – Prorated Vacations**

Any employee who dies, is laid off, terminated or otherwise severs his employment with his Company for any reason prior to the completion of his vacation year, will be paid for all earned vacation. Prorated earned vacation is to be computed proportionate to his years of service.

### **Section 3**

A) All accrued vacation pay is to be paid to the employee at the completion of his last shift prior to the commencement of his vacation.

B) Whenever possible and when desired by the employee, he may stagger or spread his vacation period throughout the year. However, in no case shall any portion of a vacation be less than one (1) week.

C) Seniority choice of vacation shall be allowed an employee for only one (1) continuous vacation period each year.

### **Section 4 – Vacation Selection Procedure**

A) The vacation schedule shall be posted by December 15<sup>th</sup> of the year preceding the vacation period. All employees will have until January 15<sup>th</sup> to submit bids for vacations. The following provisions for vacation selection will also apply:

- The vacation bid calendar will be available for viewing during the entire bid process;
- Bids will be awarded by seniority;
- A bid cannot be changed during the bid process unless it cannot be awarded due to unavailability of dates sought;
- Employees who cannot hold a bid vacation period will have the opportunity to re-bid for available dates before junior employees bid;
- The final vacation award will be posted; and
- A senior employee cannot bump a junior employee out of vacation that was properly bid and awarded to the junior employee.

Dispute regarding selection shall be decided by seniority.

B) The Company retains the right to place a reasonable restriction on the number of employees to be absent at any given time so that vacation scheduling does not interfere with the Company's operations.

**Section 5 – Holiday Falling During Vacation**

If an employee is on vacation for a week in which a holiday falls, he will receive a day of holiday pay upon his return from vacation.

**ARTICLE IX – HOLIDAYS**

**Section 1 - Holidays**

The following days have been agreed upon as holidays:

- |                        |                                |
|------------------------|--------------------------------|
| New Year's Day         | Columbus Day                   |
| Martin Luther King Day | Thanksgiving Day               |
| President's Day        | Christmas Day                  |
| Memorial Day           | Employee's Individual Birthday |
| Fourth of July         | Two (2) Floating Holidays      |
| Labor Day              |                                |

**Section 2 – Holiday Pay**

A) The employee must provide at least two (2) weeks notification in advance of the day to be taken off as a floating holiday and the particular day to be taken off is subject to the Company's approval.

B) These twelve (12) days shall be paid at the rate of straight time if no work is performed, and if worked, employees shall be paid at the rate of double time and one-half (2½).

C) The Employee's Individual Birthday shall be considered and treated as a holiday and, if worked, the employee shall receive double time and one-half (2½). The employee must notify the Company in order to qualify.

D) The employee must work the day before, the day of and the day after the holiday, unless excused by the Company, in order to receive holiday pay. The employee must notify or call into his immediate supervisor on duty to be excused.

E) Employee's birthday shall be treated as any other holiday except when the employee's birthday falls on another holiday Monday through Friday, in which case the employee will receive two (2) days' pay for the holiday and will not be allowed to work.

**ARTICLE X – JURY DUTY**

**Section 1**

A) An employee who is summoned and reports for jury duty shall receive the difference between jury pay and his regular daily rate of pay for the day for which he reported for jury duty and on which he would normally have worked.

B) In the event an employee is released from jury duty at a time which will permit him to return to work, he shall be obligated to return to work unless specifically excused by the Company.

## **ARTICLE XI –BEREAVEMENT LEAVE**

### **Section 1**

A) In the event of the death of an employee's parent, spouse, child, brother, sister, grandparents, grandchildren, stepchildren, step-parents, mother-in-law, father-in-law, brother-in-law, and sister-in-law, the employee will be granted a leave of absence with pay not to exceed three (3) days falling between the date of the death and the date of the funeral or a celebration of life ceremony.

B) The employee will be allowed five (5) days for an out-of-state funeral. The compensable day or days must fall within the employee's regular scheduled work week. The purpose of the funeral leave is to enable the bereaved employee to attend the funeral. No funeral leave benefits shall be given during the vacation period of any employee.

C) The Employee must furnish proof of death and relationship.

## **ARTICLE XII– SENIORITY**

### **Section 1 – Seniority**

In order to obtain seniority, an employee must have worked ninety (90) days during twelve (12) consecutive months. After completing this requirement, the employee shall be deemed a regular employee and deemed to have attained seniority rather than a probationary employee. As a regular employee, the employee then becomes eligible for benefits as defined as follows: Teamsters Benefit Trust Plan 1, holidays, sick day accrual and vacation accrual. The Company is the sole judge during this probationary period (consisting of both the ninety day and twelve month requirement) to continue or terminate the employee. Seniority shall commence on completion of such date. Upon attainment of seniority, an individual shall be considered a regular employee.

### **Section 2 – Layoff**

In reducing the workforce due to slackness of work, the last employee hired shall be the first employee laid off, and in rehiring the last employee laid off shall be the first employee rehired, assuming the senior employee possesses the qualifications for the job. A laid-off employee shall have no right to recall upon the expiration of a twelve (12) month period on layoff.

### **Section 3 – New Runs and Start Times**

Consistent with current practice, new runs and start times occurring after ratification of this Agreement will be bid by seniority.

## **ARTICLE XIII – DISCIPLINE AND DISCHARGE**

### **Section 1**

The Company shall not discharge, suspend or take any disciplinary action against an employee without just cause. With respect to discharge, the employee shall have been issued at least three (3) warning notices prior to discharge, except for the charges set forth below:

- a. Insubordination.
- b. Theft.
- c. Proven dishonesty relating to the employee's job duties.
- d. Falsification of time records, driver logs or other official documents.
- e. Misappropriation or unauthorized use of Company property or the property of customers.



- f. Gross negligence in the operation of Company equipment resulting in an accident or injury, damage to the owned or leased property to the Company, its customers or other third-party individuals while on duty or while in a Company-owned or leased vehicle.
- g. Carrying of unauthorized passengers while on the job or operating a Company-owned or leased vehicle.
- h. Possession of a container of alcohol where the seal is broken; use of alcohol on the job; being under the influence of alcohol or drugs while working; possession of illegal drugs on duty; or a violation of the Company's Drug and Alcohol Policy.

### **Section 2 – Warning Notice**

In order for a warning, notice, suspension or discharge to be valid, it must be issued no more than ten (10) working days after the Company first has knowledge of the facts giving rise to the discipline. If a letter is postmarked or faxed after ten (10) working days, it will be considered untimely and dismissed. In the case of a vehicle accident, the Company shall be allowed up to and including fifteen (15) days to investigate an accident. If a letter is postmarked or faxed after fifteen (15) working days, it will be considered untimely and dismissed. During the period of investigation, the employee shall remain on the job. Employees shall not be required to sign written reprimands.

### **Section 3 – Union Notification**

No employee shall be discharged or suspended for reasons other than those set forth above without first receiving a written warning. Warning notices will not remain in effect for more than nine (9) months. A copy of such warning letter(s) shall be sent to the Union at or about the time it is given to the employee.

### **Section 4**

Warning notice(s) will not be subject to the grievance/arbitration procedures unless and until such warning notice(s) is relied upon to support a subsequent suspension or discharge of the employee.

### **Section 5 – Employee Investigation**

Any employee on the Company's premises for purpose of investigating a grievance or for any other purpose for which the Company has given its permission will be subject to the same rules of conduct expected of all other employees.

### **Section 6 – Company Rules**

The Company shall have the right to make reasonable rules and regulations and to change such rules and regulations, provided such rules and regulations are not in conflict with any of the provisions of this Agreement. The Company will provide the Union with a copy of all such rules and regulations.

### **Section 7 – Just Cause**

The just cause provision of this Article applies only to regular employees (not to casuals) who have completed their probationary period, either under this Agreement or under a different agreement with the Company. Prior to completion of the probationary period, provisions of Article XII, Section 1, apply to terminations.

### **Section 8 – Reasonable Suspicion**

The Company reserves the right to require an employee who is reasonably suspected of being under the influence of alcohol or drugs while working to take an alcohol and/or drug test. Refusal to take the test will result in immediate termination. The Company will bear the cost of any such test if not otherwise covered by insurance.

## **ARTICLE XIV – GRIEVANCE PROCEDURE**

### **Section 1 – Definition of a Grievance**

A grievance is defined as a claim or dispute with the Company by the Union, an employee or group of employees involving an alleged violation by the Company of the terms of this Agreement. All grievances shall be handled strictly in accordance with this Grievance Procedure, unless otherwise mutually agreed. There shall be no retaliation or discrimination against an employee for filing a grievance.

**Step 1** – In order for a warning, notice, suspension or discharge to be valid, it must be issued no more than ten (10) working days after the Company first has knowledge of the facts giving rise to the discipline. The Union shall have the right to present to the Company, in writing, within ten (10) working days from the time of the occurrence giving rise to the dispute, a grievance setting forth any claim, dispute or grievance arising under this Agreement which the Union believes the Company has violated. If the employer has not received a written grievance within ten (10) working days, the matter will be deemed waived, cannot be grieved any time in the future, and will not be subject to the arbitration procedure set forth in this section at any time in the future. If the Company fails to meet with a Union representative within 10 days of a grievance, the disciplinary action will be void. However, the Company and Union may mutually agree, in writing, to extend beyond ten (10) working days the Union's time to present a written grievance. In any situation where an employee receives written notice of disciplinary action, the Company must inform the employee in writing that he/she has ten (10) days following receipt of the notice to submit a written grievance to the Employer or the employee otherwise waives the right to challenge that disciplinary action through the grievance and arbitration process. If the Company fails to give the employee such written notice, the ten (10) day grievance filing period shall be extended until proper notice has been given.

**Step 2** – The parties will meet within ten (10) days following the Company's receipt of the written grievance. For the purpose of preparing for the grievance procedure, the parties will cooperate by providing any supporting documents that exist that are relevant to their position. The Company will provide a written answer to the grievance within ten calendar days after said meeting.

**Step 3** – If the grievance is not resolved at Step 2, it shall be submitted to a joint committee of Union and Employer representatives. Grievances involving pay irregularities shall not exceed a period of more than forty-five (45) days prior to the date of filing, unless the failure to file such grievance earlier shall be justified by good cause.

The joint committee of Union and Employer representatives referred to in the above paragraph will be an adjustment panel. The adjustment panel shall meet on a regularly scheduled day once a month to be determined by the parties. The adjustment panel shall be established for the purpose of hearing and deciding disputes which arise and are presented during the term of this Agreement and which involve the interpretation or enforcement of any of the sections of this Agreement or the terms or provisions of agreements between the parties supplementary hereto. The panel shall consist of two (2) representatives selected by the Union and two (2) representatives selected by the Employer. The two persons selected by the Union to serve as members of the adjustment panel shall not include persons on the payroll of the Employer involved in the dispute. The adjustment panel shall elect a chairperson and secretary to adopt rules of procedure, as attached. A majority decision by the adjustment panel shall be final and binding.

Panel members for the Union shall not be employed by Local 315. The Employer panel members shall not be from where the grievance was generated

**Step 4** – If the above joint committee fails to issue a final and binding decision due to a deadlock, then in order to proceed to arbitration, the Employer or Union must request arbitration within five (5) calendar days of receipt of written notice of deadlock.

## **ARTICLE XV – ARBITRATION**

### **Section 1**

If arbitration is requested in accordance with the above requirements, the parties shall contact the designated arbitrator. The parties agree to the selection of a mutually agreed upon arbitrator, who shall meet every other month on a regularly scheduled basis in the event that the dispute is not settled by the Joint Labor-Management Committee. The permanent arbitrator shall not be changed for a minimum period of one (1) year. In the event that either party wishes to change arbitrators and after completion of the one (1) year period, the party wanting the change must notify the other party by Certified Mail not later than thirty (30) days before the expiration of the one (1) year period.

### **Section 2**

Jurisdiction of the arbitrator is limited to:

- a. The rendition of a decision or award which in no way modifies, adds to, subtracts from, changes or amends any provision of this Agreement; and
- b. The rendition of a decision or award which is not retroactive to a date preceding the time of events giving rise to the grievances; and
- c. The rendition of a decision or award in writing which shall include a statement of reasoning and grounds upon which such decision or award is based; and
- d. The rendition of a decision or award based solely on the evidence and arguments presented to the arbitrator by the respective parties in the presence of each other and the arguments presented in the written briefs, if any; and
- e. The rendition of a decision or award within thirty (30) calendar days of the final submission of the case to the arbitrator, provided that such time period may be extended by both parties.

### **Section 3**

Any dispute which is based on the events that occur after the termination of the Agreement is expressly excluded from the jurisdiction of the arbitrator, unless the parties agree otherwise.

### **Section 4**

The decision and award of the arbitrator within the limits herein described shall be final and binding upon the Company and the Union, except that either party may petition the court for an order vacating or confirming the award, as provided by law.

### **Section 5**

The arbitration fees and expenses, and any FMCS administrative fees, shall be shared equally by the parties. Each party will bear its own legal expenses and costs incidental to the presentation of this case.

## **ARTICLE XVI – HEALTH AND WELFARE**

### **Section 1**

A) The Company agrees to utilize Teamsters Benefit Trust Plan 1 (which includes employee and dependent's hospital-medical coverage, dental, vision care, prescription drug coverage and supplemental retiree coverage). Upon execution of this contract, the Company agrees to pay the current amount of TBT Plan 1 up to Twenty-Two Hundred Forty-Three Dollars (\$2,243.00) per employee per month for each employee who works eighty (80) hours or more in the month. Effective January 1<sup>st</sup> of each contract year, the Company

will be responsible for the following capped increases. Any increases above the listed caps below will be paid by the employee through payroll deductions. The following increases are as follows:

- B) **Effective 1/1/2021**, the Employer agrees to contribute up to \$2,333.00 per employee for this contract term.
- C) **Effective 1/1/2022**, the Employer agrees to contribute up to \$2,425.00 per employee for this contract term.
- D) **Effective 1/1/2023**, the Employer agrees to contribute up to \$2,522.00 per employee for this contract term.
- E) **Effective 1/1/2024**, the Employer agrees to contribute up to \$2,623.00 per employee for this contract term.
- F) **Effective 1/1/2025**, the Employer agrees to contribute up to \$2,728.00 per employee for this contract term.

**Section 2**

- A) Unused monies from the prescribed caps referenced above may be used to fund the RSP increases or PPA surcharges as described in Article XXI, Section 4.
- B) In addition, the Company agrees to pay the current amount of Seven Hundred Eighty-Eight and 57/100 Dollars (\$788.57) to the Teamsters Benefit Trust Retiree Security Plan (RSP) per employee per month for each employee who works eighty (80) hours or more in the month. The Company is responsible for a maximum payment of:

<u>EFFECTIVE DATE</u>	<u>AMOUNT</u>
Jan. 1, 2021	\$830.00
Jan. 1, 2022	\$872.00
Jan 1, 2023	\$915.00
Jan. 1, 2024	\$958.00
Jan. 1, 2025	\$1,001.00

The balance will be paid by the employee through unused money from health and welfare caps and/or payroll deduction as described below.

- C) If unused monies from the above listed health and welfare caps are insufficient to maintain the level of benefits, the Employees shall be responsible for the excess costs for health and welfare and RSP in the form of increased payroll deductions. However, at any time during this Agreement, the Company and Union may mutually agree to substitute an alternative medical plan for the TBT Plan 1 as long as the coverage is equivalent to that provided by TBT Plan 1. If there is a disagreement regarding the equivalency of the plan, the matter will be decided by a mutually agreed upon mediator or arbitrator in accordance with the provisions of the Grievance and Arbitration procedures. In the event of a change in the Plan, the RSP will remain intact.
- D) "Employee" shall mean any employee who been on the payroll of the Company continuously for a period of thirty (30) days or more and having worked eighty (80) hours or more in the preceding month with benefits commencing on the first day of the month.
- E) If the Company fails to pay for the insurance and health and welfare benefits as provided herein, the Company shall be held personally responsible for the employees and their dependents as covered by the Plan for the benefits which would have been provided by such insurance coverage.

F) The Company agrees that monthly payments, when required, will be forwarded to the Trustees of the appropriate Funds before the tenth (10<sup>th</sup>) day of each month. The Company agrees to remit these payments to the appropriate area administrative office by the date designated by that office and monies received after that date shall be considered delinquent. All checks, when required, shall be made out and correspondence concerning the plan shall be sent to the appropriate Funds.

## **ARTICLE XVII – SICK LEAVE**

### **Section 1**

All full-time regular employees shall receive ten (10) days of sick leave with pay each year, commencing with the first day of illness. All regular full-time employees shall be eligible for sick leave on a prorated basis after four (4) months of service with the Company, retroactive to the date of employment. Sick leave pay shall be payable for days falling during the work week only. The anniversary date will be January 1<sup>st</sup> each calendar year.

### **Section 2 – Unused Sick Leave**

A) Unused sick leave shall be granted once each year to each full-time regular employee in cash at the current daily rate. The cash payment shall occur by the second week of December each year.

B) On resignation, discharge or death, an employee or his estate shall collect cash payment for all unused accumulated sick leave.

### **Section 3**

There shall be no accumulation of sick leave. All sick leave earned must be taken in the year in which earned, paid off or taken as time off in accordance with the provisions of Section 2 of this Article.

### **Section 4 – On-the-Job Injury**

In the event of a disabling injury on the job, an employee shall be entitled to a full day's pay for the day of the injury.

### **Section 5**

In cases where an employee is entitled to receive weekly disability benefits under either the *California Unemployment Compensation Act* or the *California Workers' Compensation Act*, the employee shall receive the full disability benefit payment plus such portion of earned sick leave pay that shall equal, but in no event, exceed the employee's regular pay.

### **Section 6 – Absenteeism**

A) It is essential to the success of the Company and to the security of everyone's' job that productivity schedules are met on time and that our customers receive consistent, uninterrupted services. To accomplish these objectives, regular and prompt attendance at work is required of all employees.

B) If an employee finds it necessary to be absent or tardy, that employee must notify his or her supervisor no later than one hour prior to his or her starting time.

C) Notification received from another employee, friend or relative is not considered proper, except under emergency conditions.

D) If an employee fails to give adequate notice or if notice is given and the Company considers the reason unacceptable, the employee will be charged with an unexcused absence or tardy.

E) An employee will not receive an unexcused absence for any day for which the employee has accrued unused sick leave available unless a pattern of absences develops.

F) Unexcused absences and tardiness will be handled in the following manner upon the employees return to work.

1. The employee must report to his or her supervisor and disclose the reason for the absence or tardiness:
  - a. If the supervisor accepts the reason as valid, no penalty will be imposed.
  - b. If the reason is not acceptable, the absence will be considered unexcused and the employee will be disciplined in accordance with the following rules.
2. An employee who has two unexcused absences and/or tardiness will receive a written warning letter. A third unexcused absence or tardy will be cause for a second written warning letter and a three day suspension with no pay. A fourth unexcused absence or tardy will be grounds for immediate termination.
3. No Call-No Show is defined as the failure of an employee to call in by the start of their scheduled work shift and show up to work. In the event an employee fails to call in and show up to work on a regularly scheduled workday, that employee will receive no pay or paid time off benefits and will receive a warning letter. On the second No Call-No Show, that employee will be suspended without pay for two (2) working days. On the third No Call-No Show within a rolling 12-month period, the employee will be terminated.

G) At the sole discretion of management, the disciplinary actions described above will be waived if an employee can show extraordinary circumstances.

#### **Section 7**

The employee is entitled to ten days of sick leave, five days with a doctor or case nurse's excuse and five without. In order to qualify for payment on five (5) days of sick leave, the employee must submit an acceptable form of doctor's excuse within one day of return to work. Acceptable excuses are those that indicate that a doctor or case nurse has seen the employee. Excuses that are submitted more than one day after return and that don't reflect that the employee was actually seen by a doctor or case nurse will not be accepted. Employees may use additional unpaid sick days for personal reasons.

### **ARTICLE XVIII – LEAVE OF ABSENCE**

#### **Section 1 – Approved Leave**

A) The Company shall comply with the provisions of the Family Medical Leave Act and the Pregnancy Disability Act.

B) All requests for leaves of absences will be approved by the Company and a copy of the approval to be sent to the Union. Any employee desiring a leave of absence from his employment shall give ten (10) days written notice to his Company and must receive prior approval from the Company before taking the leave. Except as otherwise provided for in this Agreement, leaves of absence shall be for thirty (30) day periods and shall be granted by the Company on the basis of one (1) thirty (30) day period for every three (3) years.

C) Extensions to the above leaves of absence can only be secured by written permission from the Company. Regular leaves of absence and such extended leaves of absence as may be granted may not exceed a maximum period of six (6) months provided, however, any leave of absence in excess of thirty (30) days can only be taken upon written permission of the Company. During an approved leave of absence, the employee shall not engage in gainful employment in the same industry.

D) Any employee who has utilized his right to a leave of absence as spelled out above will not be entitled to another leave of absence, except for medical reasons, for a period of three (3) years. Extensions of

approved leaves of absence when requested during the course of a leave of absence require approval of the Company.

- E) An employee who is unable to work because of sickness or injury shall be deemed to be on a leave of absence. Such leave shall not exceed two (2) years, except with written consent of the Company.
- F) A leave of absence as provided above shall not result in the loss of seniority rights.
- G) Employees going on leaves of absence are expected to maintain their membership in the Union in good standing.

**Section 2 – Effect on Vacation / Holidays**

- A) Time off in excess of fourteen (14) working days in a calendar month due to an approved leave of absence other than illness or injury shall cause an employee to lose vacation credit for that month.
- B) All regular employees off the job due to illness or off-the-job injury shall accumulate vacation rights and holiday pay beginning with the date of illness or off-the-job injury and continuing to the end of the month and thirty (30) days thereafter.
- C) All regular employees off the job due to an on-the-job injury shall accumulate vacation rights uninterrupted for a period of one (1) year
- D) All regular employees off the job due to an on-the-job injury shall accumulate holiday pay uninterrupted for a period of ninety (90) days.

**Section 3 – Health and Welfare When on Leave**

The employee shall make suitable arrangements for continuation of health and welfare payments consistent with the Health and Welfare policy or request discontinuance of his Health and Welfare before the leave is approved by the Company.

**ARTICLE XIX – GENERAL PROVISIONS**

**Section 1 – The Driver's Responsibilities**

- A) The driver's responsibilities include checking the oil, water, tires, fuel, lights, making screen repairs, a visual check and reporting problems with the truck.
- B) However, the truck shall be cleaned inside the cab and outside at least once every two (2) weeks.
- C) No employees will use any truck other than his regular one unless specifically assigned one.
- D) The Employer will treat employees with dignity and respect at all times. Employees will also treat each other as well as the Employer with dignity and respect.

**Section 2 – Subcontracting**

A) For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or service of the kind, nature or type covered by, presently performed or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other plant unless otherwise provided in this Agreement.

B) The Employer may subcontract work in the case of a proven emergency, when all of its regular seniority employees are working in their bid classification or available equipment is utilized. Overflow work may be performed by other than the Employer's employees, provided that this shall not be used as a subterfuge to violate the provisions of this Agreement.

**Section 3 – Uniforms & Safety Equipment**

- A) The Company agrees to furnish one set of quality rain gear per year to each employee on October 1<sup>st</sup> of each year and twelve (12) pairs of good quality gloves per year to each employee.
- B) Safety boots and uniforms must be worn at all times.
- C) The upkeep and laundry of uniforms must be borne by the Company.
- D) The Company will pay for up to one (1) pair of qualified safety boots per year per employee on an as-needed basis, and the Company will reimburse the employee for the entire cost of resoling boots as may be necessary.
- E) Specifications of qualified boots are in the Company rules and regulations.
- F) The Company will furnish prescription safety glasses upon request. Employee must return old safety glasses in order to receive new ones.
- G) Employees must return old equipment in order to receive new equipment.

**Section 4**

- A) The Company agrees to furnish a list of its Union Local #315 employees to the Union upon demand.
- B) At the sole discretion of the Employer, an employee may be allowed to work under certain conditions if they lose their license for a period of 1 year or less. Conditions are: complete TAP, use as needed in the pool in a helper position; understanding they would lose their bid route; employee would be subject to drug and/or alcohol testing at the Employer’s discretion for a period of three (3) years. Each case will not be precedent setting.
- C) The Employer has advised the Union of its intent to install Video Event Recorders and GPS devices in all of their vehicles, including all types of vehicles driven by employees in classifications covered under the Collective Bargaining Agreement. The parties agree and understand that current and future technology may be needed to meet customer, operational and competitive demands. No employee shall be disciplined if such discipline is based solely upon information received from a Video Event Recorder or GPS device or any successor system unless the employee engaged in dishonesty as outlined in this Agreement or the employee violated federal or state law. Any such discipline is subject to Article XIII of the Collective Bargaining Agreement. The Employer will advise the employee before an investigatory interview that there is video or GPS evidence pertaining to the matters to be discussed.

The Company may implement paperless communications technology for dispatch-driver coordination and routing via in-vehicle computer tablets as it deems necessary, both as to the decision and the effects.

**ARTICLE XX – EMPLOYEES AT RISK – MANAGEMENT POLICY**

**Section 1**

The purpose of this policy is to address corrective and disciplinary action with regard to employees involved in **preventable** accidents and/or injuries.

OFFENSE	TIME FRAME	CORRECTIVE ACTION
<i>First Preventable Incident</i>	Within 6 months	Written Warning Corrective Measures
<i>Second Preventable Incident</i>	Within 12 months	Written Warning 1-day Suspension Without Pay Corrective Measures



<b>Third Preventable Incident</b>	Within 12 months	Written Warning 3-day Suspension
<b>Fourth Preventable Incident</b>	Within 12 months	Termination

A) Failure to immediately report any accident, property damage or injury will be cause for immediate termination.

B) Any accident caused by gross negligence, willful misconduct or actions that knowingly place someone at risk will be cause for immediate termination.

**Section 2 – Corrective Measures Are to Include**

Meeting with involved employee, immediate supervisor and general manager to be held within 24 hours of the incident to determine possible cause/contributing factors.

Development of corrective action plan

- a. Type of training/retraining-Classroom/OJT
- b. Target date for completion of training
- c. Follow-up once training/retraining measures have been completed

**Section 3 – Safety**

A) The Union and the Company will cooperate to maintain a safe work environment for all its employees and its customers. Any employee who violates any safety rule or engages in any activity considered by the Company to involve dangerous or reckless conduct toward any person or property shall be subject to discipline, up to and including termination.

B) The Company shall establish a safety committee, comprised of representatives from each classification, to review current policies, review accidents or injuries, and provide feedback to management of their conclusions. The Company will consider the input of the committee to modify or implement rules and to determine disciplinary action.

**Section 4 – Traffic Citations**

A) If an employee loses his license for a period of less than forty-five (45) days, he/she will be suspended without pay for the period of his/her license suspension. Any employee who loses his/her license for a period of forty-five (45) days or more may be terminated. At the sole discretion of the Employer, the employee may be allowed to work under certain conditions if they lose their license for a period of one year or less. Conditions are: completes treatment in the **Teamsters Assistance Program (“TAP”)**; would be used as needed in the pool in a helper position; the employee would lose their bid route; employee would be subject to drug and/or alcohol testing at the Employer’s discretion for a period of three (3) years. Each case will not be precedent setting.

B) If an employee is cited for driving under the influence, he/she will be assigned a temporary work assignment not to exceed forty-five (45) calendar days. The assignment shall be at the Employer’s discretion and direction. If the employee is not acquitted of the DUI citation or if the case is not dismissed by the 45<sup>th</sup> day, the employee’s employment will be terminated. In the event the employee is acquitted of the charge or the citation is dismissed after the 45-day period and within six months of having received the citation, he/she will be reinstated without back pay.

**ARTICLE XXI – PENSIONS**

**Section 1 – Company Contributions**

A) The Company shall contribute to the Western Conference of Teamsters Pension Trust Fund, the provisions of which the undersigned parties agree to accept and to abide by the rules and regulations established or as may be established by the Trustees of such Trust Fund, the applicable sum as listed below for each employee covered by this Agreement, from the first compensable hour.

B) For probationary employees, the Employer shall pay an hourly contribution rate of Ten Cents (\$0.10) (\$.09 Basic and \$.01 to PEER/80) during the probationary period as defined in Article XII-Seniority, but in no case for a period longer than ninety (90) calendar days from an employee's first date of hire. Contributions shall be made on the same basis as set forth in Article XXI-Pensions of the Agreement. After the expiration of the probationary period as defined in Article XII-Seniority, but in no event longer than ninety (90) calendar days from an employee's first date of hire, the contribution shall be increased to the full contractual rate.

C) Time paid for but not worked such as holidays, vacation time and sick leave pay shall be considered as time worked for purposes of this Article.

**Section 2 – For Employees Covered Under the Transfer Trust Drivers Agreement**

***Effective September 1, 2020***, the Company shall contribute the monthly sum of Fifteen Hundred Seventy-Five Dollars and Fifty-Seven Cents (\$1,575.57) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute \$7.80 per hour from the first compensable hour, plus \$1.29 per hour to fund PEER/80 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Nine Dollars and Nine Cents (\$9.09) per hour.

***Effective September 1, 2021***, the Company shall contribute the monthly sum of Sixteen Hundred Ten Dollars and Twenty-Four Cents (\$1,610.24) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute \$7.97 per hour from the first compensable hour, plus \$1.32 per hour to fund PEER/80 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Nine Dollars and Twenty-Nine Cents (\$9.29) per hour.

***Effective September 1, 2022***, the Company shall contribute the monthly sum of Sixteen Hundred Forty-Four Dollars and Ninety Cents (\$1,644.90) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute \$8.15 per hour from the first compensable hour, plus \$1.34 per hour to fund PEER/80 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Nine Dollars and Forty-Nine Cents (\$9.49) per hour.

***Effective September 1, 2023***, the Company shall contribute the monthly sum of Sixteen Hundred Seventy-Nine Dollars and Fifty-Seven Cents (\$1,679.57) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute \$8.32 per hour from the first compensable hour, plus \$1.37 per hour to fund PEER/80 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Nine Dollars and Sixty-Nine Cents (\$9.69) per hour.

***Effective September 1, 2024***, the Company shall contribute the monthly sum of Seventeen Hundred Fourteen Dollars and Twenty-Three Cents (\$1,714.23) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute \$8.49 per hour from the first compensable hour, plus \$1.40 per hour to fund PEER/80 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Nine Dollars and Eighty-Nine Cents (\$9.89) per hour.

**Section 3 – P.E.E.R./80**

- A) The contributions required to provide for PEER/80 shall be paid on the same basis as contributions to the basic plan. The contributions required to provide the Program for Enhanced Early Retirement will not be taken into consideration for benefit accrual purposes under the plan. The additional contribution for PEER must at all times be 16.5% of the basic contribution and cannot be decreased or discontinued any time unless the Company completely withdraws from the Trust Fund with respect to this bargaining unit.
- B) The Company agrees to remit these payments to the appropriate area administrative office by the date designated by that office and monies received after that date shall be considered delinquent.
- C) There shall be no other pension funds under this Agreement or Agreements supplemental hereto.

#### **Section 4**

Pension Protection Act language will not be effective until January 1, 2013.

In the event that additional contributions to the Fund are legally required to be made by the Employer due to any law, rule or regulation, including the Pension Protection Act ("PPA") or are mandated by the Fund Trustees (the "required contributions"), the Employer will comply with any and all legal obligations to commence making such additional required contributions, provided that the Employer shall offset the added cost in the form of wage reductions. It is the intent of the parties that the total cost to the Employer of the Wage, Health & Welfare and Fringe Benefit package will not be increased above the agreed upon rates during the term of this Agreement as a result of this paragraph.

The Local Union shall notify the Employer of this allocation thirty (30) days prior to its effective date, or, if earlier, when the Fund issues a notification of additional required contributions in maintaining the Fund.

#### **Section 5 – Delinquent Contributions**

Action for delinquent contributions may be instituted by the Local Union or the Conference of Trustees.

#### **Section 6 – Posting Notice**

The Company shall post on the employees' bulletin board a duplicate copy of report form sent to the Administrator's office of payments made to the Western Conference of Teamsters Pension Trust Fund on behalf of the employees at the time payments are made.

### **ARTICLE XXII – COMPETITION WITH THE COMPANY**

The Company and the Union agree that the employees covered by this Collective Bargaining Agreement are expressly prohibited from engaging in direct competition with the Company. Direct competition with the Company is defined as designing, selling or rendering other products or services similar to those offered by the Company for personal economic benefit or the economic benefit of a competitor employer. Violation of this Agreement will result in disciplinary action up to and including termination.

### **ARTICLE XXIII – DRUG AND ALCOHOL POLICY**

#### **Section 1 – Drug & Alcohol Policy**

- A) The Contra Costa Transfer and Recovery Station has a strong commitment to provide a safe and productive workplace and to establish programs which promote protection of the public we serve. To this end, within ninety (90) days of the effective date of this Agreement, and annually thereafter, the Company will provide an opportunity for substance abuse professionals from Teamsters Assistance Program ("TAP") to conduct an on-site educational program for bargaining unit employees. Such programs will be scheduled on work time for a period not to exceed thirty (30) minutes unless otherwise agreed.
- B) The use of alcohol or drugs can create an unsafe working environment, can result in inefficiency and poor work performance, and can reflect negatively on our Company. Based on our commitment to employee

and public safety, it is the Company's policy to prohibit the use, sale, transfer or possession of drugs or alcohol while on Company property.

C) While the Company has no intention of intruding into the personal lives of its employees, you are reminded that what you do off-duty may impact the operations of the Company. Anyone whose test is positive for the presence of a prohibited substance will be subject to disciplinary action up to and including immediate termination of employment.

D) You will be on Company time when selected to take the test and transportation will be provided.

E) Disciplinary action following random testing or reasonable suspicion testing:

### **Section 2 – Random Drug Test**

A) If you are selected for a random drug test or if you are tested because of a reasonable suspicion and the results are positive, you will be terminated immediately.

B) A seniority employee shall be permitted to take a reasonable leave of absence for the purpose of undergoing treatment in an approved rehabilitation program for drug and/or alcohol abuse, provided the leave is requested prior to being selected for random testing or because of reasonable suspicion testing. Such leave of absence shall be for a period of thirty (30) days, unless the treating professional recommends additional time, provided such additional time would not result in a total absence of more than sixty (60) days. Such leave shall be on a one-time basis.

C) The employee may receive accrued sick leave and vacation to be integrated with any state disability payments, but such employee will not earn other pay or benefits during such leave. After such leave, further evidence of drug abuse will be grounds for termination.

D) Employees requesting a return to work shall be required to submit to advance testing whether or not there exists reasonable cause as previously defined for such testing. Failure to comply with those conditions shall result in the employee's immediate termination of his employment. Such cases shall be subject to the grievance/arbitration procedure only to the extent that there may be a question whether the conditions for return to work have been violated.

### **Section 3 – Alcohol Test**

A) If the test is positive and the reading is .02 to .039 and it is the first offense in twenty-four (24) months, you will be suspended for twenty-four (24) hours without pay and retrained in this policy. If it is your second offense at this level in a twenty-four (24) month period, you will be terminated.

B) If the test is positive and the reading is .04 or higher and it is the first offense in twenty-four (24) months, you will be suspended for thirty (30) days without pay, pending an evaluation. The evaluation will be done by a substance abuse professional. An agreement establishing conditions of continued employment based on the evaluation will be worked out. You will be retrained in this policy and the substance abuse professional has to approve your return to work. If it is your second offense, you will be terminated.

C) All employees are expected to cooperate in the enforcement of this policy. Because this is a matter of critical importance, employees who refuse to submit to drug and/or alcohol tests or refuse to cooperate with management's investigation of the violation of this policy, shall be terminated.

D) The administration of this policy shall comply with and be determined by the guidelines set by the U.S. Department of Transportation and the Substance Abuse and Mental Health Service Administration ("SAMHSA") or other applicable federal or state laws.

E) As an employee you have a right to expect the Company to provide you a safe workplace and for fellow employees to be drug and alcohol free. We strongly encourage and employee with a drug and/or alcohol problem to seek assistance before their actions violate Company policy.

F) Contact a Safety Manager, General Manager, refer to the Employee Assistance Program ("EAP") in the employees' Need to Know Handbook or contact a Teamsters Assistance Program ("TAP") representative for sources of assistance.

G) Employees who service the Company's customers which have a drug and/or alcohol testing policy which is more strict than the DOT requirements must comply with such policy. However, test results considered positive under such policies will not be the basis for discipline unless discipline would otherwise be warranted under the provisions of the Company's policy as set forth above. An employee not complying with the customer's policy shall be reassigned. Such reassignment shall be within the employee's job classification without the loss of pay and for such time until the employee satisfies the customer's requirement(s) for returning to that customer's location.

**ARTICLE XIV – D.R.I.V.E.**

The Employer will deduct from the paycheck of each employee covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her pay on a weekly basis for all weeks worked, which must be supported by written consent of the employee. The Employer shall transmit to D.R.I.V.E.'s national headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the last four digits of the employee's social security number and the amount deducted from that employee's pay.

**AGREED UPON BY THE UNDERSIGNED PARTIES:**

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 2nd day of FEBRUARY, 2021.

**ALLIED WASTE SYSTEMS, INC.  
[CONTRA COSTA TRANSFER]**

By: [Signature] 2/2/21

Title: General Manager

**INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, LOCAL 315**

By: [Signature]

Title: Soc-Treas

## **ATTACHMENT 1**

### **RULES FOR DISPUTE AND GRIEVANCE PROCEDURES**

Meetings shall be held on the (3<sup>rd</sup>) Thursday of each month. The agenda for each meeting must be received by the Employer and Union representatives one week prior to each meeting. Meetings will alternate between the Employer offices and the offices of Teamsters Local 315.

#### **Officers**

1. There shall be a Chairperson of the Employer members of the Committee and a Chairperson of the Union members of the Committee. The two Chairpersons shall alternate in presiding. Chairperson will serve as Secretary.

#### **Filing of Cases**

1. All cases to be heard must have received the benefit of all prior stages of the grievance procedure before they are properly before the Mid-Month Labor-Management Committee.
2. Grievances not submitted to the Union Coordinator ten days prior to the scheduled meeting will not be placed on the agenda. However, discharge cases are not subject to the prior time requirement and may be heard by mutual agreement of both parties.
3. The Union Coordinator shall prepare the agenda and submit it to the Employer Chairperson one week prior to each mid-month meeting.
4. The case may be withdrawn at any time by either party.
5. The case may be postponed by mutual agreement of the parties with proper notification to the Union Coordinator.

#### **Hearing of Cases**

1. Meetings will start promptly at 3:00 p.m.
2. Cases must be called in the order they appear on the agenda. Discharge cases shall be heard first.
3. The Chairperson will call each case in order and if either the Union or Employer is not present, five minutes will be allowed for search of the premises to determine their availability. If the party or parties cannot be found, the case moves to the next step of the grievance procedure.
4. The designation of two (2) voting members of the Union and two (2) voting members of the Employer.
5. Discussion and vote will be handled in executive session. Voting shall be by voice on the formerly stated motion.
6. Executive Session: Only voting panel members will be allowed in executive session.
7. All parties present shall recognize the authority of the Chairperson at all times.
8. Legal counsel shall not be permitted to present cases. They may be present, however, to act in an advisory capacity.

9. Only panel members, persons presenting the case, witnesses and the Chairperson shall be allowed to be present during the hearing of each case.

#### **Order of Business**

1. Approval of agenda.
2. Hearing of cases.

#### **Case Presentation Method**

1. Identification of parties and witnesses.
2. Reading of the filing by the Chairperson.
3. Question as to timeliness of the filing and full completion of prior stages of the grievance procedure.
4. The moving party presents its case first. In discharge and suspension cases, the Employer shall always be designated as the moving party for purpose of case presentation.
5. The case will be presented in its entirety by the moving party. The second party will then present its case in its entirety. The moving party shall then have an opportunity to rebut the evidence presented by the second party, but shall introduce no new evidence which the second party did not have the opportunity to meet in the presentation at its case. Upon finishing, the Chairperson will open the hearing for questions. Upon conclusion of the questioning, the moving party will rebut and summarize their position. Upon their conclusion, the second party will do the same.
6. Executive session for deliberation.
7. The decision will be read by a member of the executive panel.
8. Deadlocked cases will be placed on the agenda for the permanent arbitrator's meeting and will be heard or settled by the parties prior to the date of that meeting.

#### **Amendments**

Additions, deletions and/or amendments may be made by the mutual agreement of both parties. In the event that the parties are unable to reach agreement, the matter shall be submitted to the permanent arbitrator for a binding decision.

### MEMORANDUM OF AGREEMENT

This Memorandum of Understanding ("MOU") is entered into between Allied Waste Systems, Inc. d/b/a Allied Waste Services of Contra Costa County / Republic Services of Contra Costa County and Contra Costa Transfer (collectively "Allied") and International Brotherhood of Teamsters and Chauffeurs, Warehousemen and Helpers Local Union No. 315 ("Union" or "Teamsters Local 315"):

As part of the commitments made to each other to reach agreement on new collective bargaining agreements, the Parties agree that:

1. From the below signing date until August 23, 2025, Article VI Paragraph C, shall be modified to add the following:

C. Any employee(s) participating in any activity prescribed herein shall be subject to disciplinary action, including discharge. Notwithstanding the foregoing, it shall not be a violation of this Article and shall not be cause for discharge or disciplinary action if an employee refuses to go through any lawful primary picket line (which the parties agree does not include any informational, handbill, or consumer boycott picket) established by the Union and/or sanctioned by Teamsters Joint Council No. 7... 2) at Allied's Pacheco, CA and/or Martinez, CA facilities if the picket line is the result of a primary strike by Teamsters Local 315 against the Company based on an expired Collective Bargaining Agreement to which the Company and Teamsters Local 315 are signatories (for purposes of this sentence only, "Company" means Republic Services, Inc., Richmond Sanitary Service, Inc., Solano Garbage Co., Solano Recycling, Allied Waste Services, Inc., Golden Bear Transfer Station, Inc. and West County Resource Recovery). Should, under the foregoing conditions, an employee refuse to go through such a picket line, the Company may utilize a non-bargaining unit employee to service the customers.

D. Allied for its part agrees that it will not lockout the Union or its members during the term of this Agreement.

2. This MOU and its modifications will be effective only through midnight on August 23, 2025 when Article VI, Section 3 shall automatically revert back exclusively to the language in the collective bargaining agreement only and any rights established by this MOU will be completely extinguished.

AGREED TO AND ENTERED INTO BY:

ALLIED WASTE SYSTEMS, INC.  
[CONTRA COSTA TRANSFER]

By: [Signature] 2/2/21

Title: General Manager

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, LOCAL 315

By: [Signature]

Title: Sec-Treas



# THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND EMPLOYER – UNION PENSION CERTIFICATION

THE UNDERSIGNED EMPLOYER AND UNION HEREBY CERTIFY THAT A WRITTEN LABOR AGREEMENT IS IN EFFECT BETWEEN THE PARTIES PROVIDING FOR CONTRIBUTIONS TO THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND ("TRUST FUND") AND THAT SUCH AGREEMENT CONFORMS TO THE TRUSTEE POLICY ON ACCEPTANCE OF EMPLOYER CONTRIBUTIONS (AS REPRODUCED ON THE REVERSE OF THIS FORM) AND IS NOT OTHERWISE DETRIMENTAL TO THE PLAN. A COMPLETE COPY OF THE LABOR AGREEMENT IS ATTACHED OR, IF NOT YET AVAILABLE, WILL BE FURNISHED TO THE AREA ADMINISTRATIVE OFFICE AS SOON AS AVAILABLE. THE UNDERSIGNED AGREE THAT THE PROVISIONS OF ANY MEMORANDUM OF UNDERSTANDING, SUPPLEMENT, AMENDMENT, ADDENDUM OR OTHER MODIFICATION OF THE LABOR AGREEMENT DIRECTLY OR INDIRECTLY AFFECTING THE EMPLOYER'S OBLIGATION TO CONTRIBUTE TO THE TRUST FUND SHALL NOT BIND THE TRUSTEES UNLESS AND UNTIL A COMPLETE WRITTEN AND SIGNED COPY OF THOSE PROVISIONS IS FURNISHED TO THE AREA ADMINISTRATIVE OFFICE AND ACCEPTED BY THE TRUSTEES, AND FURTHER AGREE TO FURNISH THOSE PROVISIONS TO THE AREA ADMINISTRATIVE OFFICE IN A TIMELY MANNER. IF A NEW PENSION ACCOUNT, THE EMPLOYER AGREES TO PROVIDE THE AREA ADMINISTRATIVE OFFICE WITH COMPLETED PAST EMPLOYMENT DATA FORMS. THE NEGOTIATING PARTIES CERTIFY THAT THIS DOCUMENT HAS NOT BEEN MODIFIED IN ANY MANNER.

NAME OF EMPLOYER Allied Waste Systems, Inc. Contra Costa Transfer-Platform Workers NAME OF ASSOCIATION \_\_\_\_\_  
IF AN ASSOCIATION WITH AUTHORITY TO SIGN ON BEHALF OF EMPLOYERS, ATTACH LIST OF NAMES AND ADDRESSES OF EACH SUCH EMPLOYER  
STREET ADDRESS 901 Bailey Rd. CITY, STATE, ZIP CODE Pittsburg, CA., 94565  
EFFECTIVE DATE OF THIS LABOR AGREEMENT 8/24/20

IF THIS CERTIFICATION IS SIGNED BY AN ASSOCIATION, THE ASSOCIATION WARRANTS AND REPRESENTS THAT IT HAS WRITTEN AUTHORIZATION FROM EACH LISTED EMPLOYER TO SIGN THIS CERTIFICATION AND TO SIGN THE LABOR AGREEMENT ON BEHALF OF SUCH EMPLOYER (IF THE LABOR AGREEMENT IS NOT SIGNED BY THE EMPLOYER).

**INDICATE:** NEW PENSION ACCOUNT BUT EMPLOYER  
RENEWAL  NEW PENSION ACCOUNT  PREVIOUSLY MADE PENSION CONTRIBUTIONS   
EMPLOYER OWNERSHIP CHANGE  DATE OF CHANGE \_\_\_\_\_ SELLER \_\_\_\_\_  
EMPLOYER IS PART OF A CONTROLLED GROUP OF CORPORATIONS FOR FEDERAL TAX PURPOSES   
NAME OF PARENT COMPANY \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_ CITY, STATE, ZIP \_\_\_\_\_  
FOR LABOR AGREEMENT RENEWALS:  
INDICATE PENSION ACCOUNT NUMBER(S) 314749

EMPLOYER IS A: CORPORATION  PARTNERSHIP  UNINCORPORATED SOLE PROPRIETORSHIP   
PUBLIC ENTITY  LIMITED LIABILITY COMPANY  (INDICATE - PARTNERSHIP  CORPORATION   
(PARTNERS OR UNINCORPORATED OWNERS ARE INELIGIBLE TO PARTICIPATE PERSONALLY IN THIS TAX-EXEMPT TRUST.)

APPROXIMATE NUMBER OF COVERED EMPLOYEES Approx 35

THE UNDERSIGNED UNION AND EMPLOYER AGREE TO BE BOUND BY THE WESTERN CONFERENCE OF TEAMSTERS AGREEMENT AND DECLARATION OF TRUST AND PENSION PLAN AS NOW CONSTITUTED OR AS HEREAFTER AMENDED, AND TO BE BOUND BY THE ACTS OF THEIR RESPECTIVE UNION AND EMPLOYER TRUSTEES OR THEIR SUCCESSORS. THE EMPLOYER AGREES TO PAY THE TRUST FUND THE PENSION CONTRIBUTIONS SPECIFIED IN THE LABOR AGREEMENT WITH THE UNION. THE UNDERSIGNED UNION AND EMPLOYER SHALL BECOME PARTIES TO SAID AGREEMENT AND DECLARATION OF TRUST UPON ACCEPTANCE AS SUCH BY THE TRUSTEES. UPON THE EXPIRATION OF THIS OR ANY SUBSEQUENT LABOR AGREEMENT, THE EMPLOYER AGREES TO CONTINUE TO CONTRIBUTE TO THE TRUST FUND IN THE SAME AMOUNT AND MANNER AS REQUIRED IN THE MOST RECENT EXPIRED LABOR AGREEMENT UNTIL SUCH A TIME AS THE UNDERSIGNED EITHER NOTIFIES THE OTHER PARTY IN WRITING (WITH A COPY TO THE TRUST FUND) OF ITS INTENT TO CANCEL SUCH OBLIGATION FIVE DAYS AFTER RECEIPT OF NOTICE OR ENTERS INTO A SUCCESSOR LABOR AGREEMENT WHICH CONFORMS TO THE TRUSTEE POLICY, WHICHEVER EVENT OCCURS FIRST. SIMILARLY, THE TRUSTEES RESERVE THE RIGHT TO GIVE NOTICE TO THE EMPLOYER AND UNION OF INTENT TO TERMINATE ACCEPTANCE OF FURTHER CONTRIBUTIONS FROM THE EMPLOYER. THE UNDERSIGNED AGREES THAT UPON RENEWAL OF THE LABOR AGREEMENT A COMPLETE COPY OF THE RENEWED LABOR AGREEMENT, INCLUDING MODIFICATIONS TO THE AGREEMENT, WILL BE FURNISHED TO THE AREA ADMINISTRATIVE OFFICE AS SOON AS AVAILABLE; AND, UPON WRITTEN ACCEPTANCE OF THE RENEWED LABOR AGREEMENT BY THE TRUSTEES, THE FOREGOING TERMS OF THE EMPLOYER-UNION PENSION CERTIFICATION SHALL BE APPLICABLE TO SUCH RENEWAL OF THE LABOR AGREEMENT. THE UNDERSIGNED UNION AND EMPLOYER ACKNOWLEDGE RECEIPT OF THE TRUSTEE POLICY ON ACCEPTANCE OF EMPLOYER CONTRIBUTIONS EFFECTIVE APRIL 1, 1970 AND OF THE TRUSTEE POLICY ON ACCEPTANCE OF EXTENDED, RENEWED, MODIFIED OR REPLACED PENSION AGREEMENTS WHERE THE EMPLOYER IS ON REFERRAL TO DELINQUENCY COLLECTION ATTORNEYS.

UNION Teamsters Local Union 315  
BY [Signature] DATE 1/28/21  
Don E Garcia  
(PRINT NAME OF INDIVIDUAL SIGNING)

EMPLOYER Allied Waste Systems, Inc. Contra Costa Transfer-Platform Workers  
BY [Signature] DATE 2/2/21  
Matt Kechem  
(PRINT NAME OF INDIVIDUAL SIGNING)

TITLE Sec-Treas PHONE NO. 707 310 2225 TITLE benefit manager PHONE NO. 925 232 2910  
ACCEPTED BY THE TRUSTEES OF THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND.  
BY \_\_\_\_\_ DATE \_\_\_\_\_

# TEAMSTERS BENEFIT TRUST

Revised 5-1-07

## APPLICATION AND SUBSCRIBER'S AGREEMENT *for All Monthly (Non-Hour Bank) Plans*

Employer: Allied Waste Systems, Inc. - Contra Costa Transfer Platform  
Workers  
 Address: 901 Bailey Rd  
Pittsburg, Ca., 94565-4309

By Employer		By Union	
Co. is a Corporation	<input checked="" type="checkbox"/>	New Account	<input type="checkbox"/>
Partnership	<input type="checkbox"/>	Rate Change	<input type="checkbox"/>
Proprietorship	<input type="checkbox"/>	Contract Renewal	<input checked="" type="checkbox"/>
Other	<input type="checkbox"/>	Inter-Fund Transfer	<input type="checkbox"/>

Phone No.: ( 925 ) 458-9800 Employee Benefits Contact Person: Melissa Hughes

Employees covered as of the effective date of this Agreement (check all that apply):

**Collectively Bargained Employees:** Party to a Master Agreement:  Yes  No. If "yes," name of Employer Association: \_\_\_\_\_ Number of Collectively Bargained Employees: 35

**Non-Collectively Bargained Employees:** IF ANY NON-COLLECTIVELY BARGAINED EMPLOYEES ARE COVERED, FUND RULES REQUIRE THAT ALL EMPLOYEES IN THAT GENERAL CATEGORY MUST BE COVERED:

Supervisors - Number \_\_\_\_\_  
 Clericals - Number \_\_\_\_\_  
 Other (specify) \_\_\_\_\_  
 Number \_\_\_\_\_

Number of Non-Collectively Bargained Employees: 0

**Others:** Retirees  Number \_\_\_\_\_ COBRA Participants  Number \_\_\_\_\_ Total Other Employees Covered: 0

EMPLOYEE ELIGIBILITY REQUIRES RECEIPT OF THE FULL CONTRIBUTION. IF THE FULL CONTRIBUTION FOR THE PLAN IS NOT RECEIVED, THE EMPLOYEE WILL NOT BE ELIGIBLE FOR BENEFITS.

Plan Name/Number: Plan 1 (Current Contribution Rate): \$ 2288.00

Supplemental Benefit (SB): \_\_\_\_\_ \$ \_\_\_\_\_ Retirement Security Plan?  Yes  No (Current Contribution Rate): \$ 788.57

Supplemental Benefit (SB): \_\_\_\_\_ \$ \_\_\_\_\_ SB Benefits (Total Contribution Rate): \$ \_\_\_\_\_

Supplemental Benefit (SB): \_\_\_\_\_ \$ \_\_\_\_\_ Total Contribution on Commencement Date: \$ 3031.57

The undersigned Employer has entered into a collective bargaining agreement or agreements with Teamsters Local Union No. 315 under which it is required to contribute to the Trust Fund ("Fund"), and desires to apply for acceptance as a participating Employer in the Fund. The Employer hereby adopts the Trust Agreement providing for the Teamsters Benefit Trust and agrees to be bound by its terms and by any amendments adopted in the manner provided therein. The Employer hereby grants power of attorney to the Employer Trustees now in office, and their successors, to administer the Fund as the representatives of the Employer with full authority to act for the Employer in the administration of the Fund.

Commencing on the first day of January 1, 2021 (based on qualifying hours worked in the preceding month), the Employer shall contribute the amount specified by the Trustees to provide: (1) active Plan benefits and (2) post-retirement benefits in the Fund's *Retirement Security Plan*, if provided for in the collective bargaining agreement (CBA), for each employee covered by the CBA and for such additional employees accepted by the Fund as participants in the Plan for the term of the agreement, pursuant to uniform rules. Contributions are due on the 1<sup>st</sup> day of the commencement month and payable no later than the 20<sup>th</sup> day of that month and each month thereafter. Refer to the Plan's *Guide to Your Benefits* for employee eligibility rules. The *Retirement Security Plan's* eligibility rules are printed on the reverse side of this form.

If the Employer fails to make proper contributions on time and in the manner specified in the Trust Agreement, the Employer understands and agrees that the Trustees may assess certain additional amounts as interest, liquidated damages, attorney's fees and other collection costs. Excess contributions paid to the Fund shall be refunded or credited only for the 36 calendar months preceding the date the Fund receives notice of the error or, if discovered through a payroll audit by the Fund's accountant, the 36 calendar months preceding the last month audited. Deductions shall be made from such refunds pursuant to the rules adopted by the Trustees.

The Employer hereby agrees to make available in the State of California to the Trustees or their agents, all books, records, and papers necessary to conduct an audit to verify that the required contributions have been paid. The Employer hereby agrees that in the event it withdraws from the Fund, the Fund is entitled to assess a withdrawal premium in an amount determined under the Trust Agreement.

It is the purpose and intent of the parties to maintain this Subscriber's Agreement in full force and effect at all times during which the Employer is obligated, by contract or by law, to continue participation in the Fund. Accordingly, this Subscriber's Agreement shall be effective for the term of the current collective bargaining agreement between the parties and shall continue in effect during the negotiations of the parties for a successor agreement during which negotiations the Employer agrees to make contributions to the Fund in the manner provided herein. The Employer may revoke this Subscriber's Agreement by sending written notice thereof by certified mail to the Union and Fund Administrator not less than 30 days prior to the date upon which the Employer desires to make such revocation effective, which in no event shall be during the term of any collective bargaining agreement between the parties (or written extension thereto). By signing this agreement, the Employer acknowledges and agrees that it may not terminate its participation in the Fund during the life of the applicable collective bargaining agreement without the consent of the Trustees.

For Union: Don E Garcia (Print or Type Name)  
 (Signature)  
 Date: 1/28/21

For Employer: Math Ketchum (Print or Type Name)  
 (Signature)  
 Date: 2/2/21

Accepted on \_\_\_\_\_, \_\_\_\_\_, on behalf of the Board of Trustees of the Teamsters Benefit Trust.

Union Trustee: \_\_\_\_\_ Employer Trustee: \_\_\_\_\_

**DISTRIBUTION:** Send the entire set to the TBT Plan Administration Office. Completed copies will be returned; yellow to Union & pink to Employer.

NEW ACCOUNT   
 RENEWAL

**SUPPLEMENTAL INCOME TRUST FUND**  
**Subscriber Agreement for the Supplemental Income 401(k) Plan**

The undersigned Employer and Union hereby certify that they are parties to a written labor agreement and they desire to supplement that Agreement to provide for participation in the Supplemental Income 401(k) Plan. A complete copy of the labor agreement and roster of the employees currently covered under the agreement (including name, date of birth, address and Social Security number) is attached or, if not yet available, will be furnished to the Administrative Office within the next thirty (30) days. The undersigned further certify that the following information is true and correct and accurately reflects the intent of the undersigned Employer and Union.

NAME OF EMPLOYER: Allied Waste Systems, Inc. Contra Costa Transfer -Truck Drivers & Platform Workers

NAME OF ASSOCIATION (IF ANY - See Reverse): \_\_\_\_\_

EMPLOYER STREET ADDRESS: 901 Bailey Rd.

CITY, STATE & ZIP CODE: Pittsburg, CA., 94565

TERM OF LABOR AGREEMENT: 8/24/2020 EFFECTIVE DATE OF PARTICIPATION IN 401(k) PLAN: 9/1/2020

APPROXIMATE NUMBER OF EMPLOYEES COVERED BY THIS AGREEMENT: Approx 35

PAY PERIOD (check one):  Weekly  Every Two Weeks  Monthly  Other (specify) \_\_\_\_\_

The Employer agrees that during each pay period, in addition to any Employer contribution required under the labor agreement, it shall deduct on behalf of any employee covered under the labor agreement the amount that the employee designates on a properly signed "401(k) election form" provided by the Trust Fund. The Employer agrees to (1) maintain up to date copies of all employee election forms and (2) transmit this deduction (along with the Employer contribution, if any) to the Trust Fund Administrative Office immediately after each payroll period, or no less frequently than twice per month along with the contribution data. The Employer agrees to transmit all monies and contribution data by an electronic format specified by the Fund and that every transmittal will show the pay period and date for that transmittal. Said contributions must be received by the Plan within fifteen (15) calendar days of each pay day and will be considered delinquent if not fully transmitted and received by the Fund by the 15th calendar day following the pay day. The Employer agrees that 6 percent liquidated damages (or \$25.00, whichever is greater) plus interest shall be assessed for contributions past due for a period of two weeks or less, and that 12 percent liquidated damages (or \$25.00, whichever is greater) plus interest shall be assessed for contributions past due in excess of two weeks. The Employer further agrees to provide the Trust Fund with notice of any employees who are added to or deleted from the roster of employees covered by the labor agreement (including name, date of birth, address and Social Security number) and change of address information for any employee covered by the labor agreement who notifies the employer of a change in address within 30 days of the date of hire or change of address.

1) Indicate the Option Selected by the Employer and Union:

The Employer agrees to transmit voluntary employee deferrals based on one of the following options (check one):

- Option 1: Flat amount per month
- Option 2: Specified hourly contribution rate per compensable hour
- Option 3: Percentage of total compensation paid to employee during reporting period

Whatever Option is selected, federal tax law limits the amount an employee can defer. In 2018 that limit is \$18,500 (and up to \$6,000 in "catch up contributions" for employees age 50 and over) to a 401(k) plan during any year. For those employees age 50 and older, Employer hereby also agrees to timely submit "catch up contributions."

2) Employer Contributions: Is the Employer obligated to make employer contributions on behalf of the employees?  Yes  No

If yes, check the appropriate boxes selected:

- Option 1: Flat amount per month (the minimum monthly contribution is \$20.00) in the amount of \$ \_\_\_\_\_
- Option 2: Specified hourly contribution rate per compensable hour of \$ \_\_\_\_\_. See CBA and Letter of Understanding (page/section) \_\_\_\_\_
- Option 3: Percentage of total compensation paid to employee during reporting period: \_\_\_ 1% \_\_\_ 2% \_\_\_ 3% \_\_\_ 4% \_\_\_ 5%. Other (>1%): \_\_\_ %.
- Option 4: Matching contribution of \_\_\_\_\_

Employer tax deductions for contributions to a 401(k) plan are limited by law to 25% of total compensation paid in the year to all employees eligible to participate in the plan.

3) Operational Fee:

The Employer may pay the monthly operational fee (\$1.50 in 2018, but adjusted periodically) charged to each participating employee's account. If the Employer has not agreed to pay the fee it will be paid by the employee (check one):

- A. Employer agrees to pay the monthly operational fee on behalf of each contributing employee.
- B. The monthly operational fee will be deducted by the Trust Fund from each contributing employee's account.

4) Entry/Participation Date:

Eligibility to participate in the Plan may be delayed for up to one year of employment for newly hired employees. The Union and Employer agree that (initial one):

- A. Employees eligible from first hour of employment (no waiting period).
- B. Employees eligible after 3 months of employment.

5) Non-Discrimination Testing/Maximum Contribution:

This Plan, like all 401(k) plans, must ensure that (1) contributions conform to the Internal Revenue Code's "non-discrimination testing" requirements; (2) Employer contributions and employee deferrals to the Plan do not exceed \$55,000 or 100% of the participating employees' compensation (whichever is less); and (3) no employee's contributions will exceed the then current IRS maximum annual contribution (\$18,500 and \$6,000 in "catch up contributions" for employees age 50 and over in 2018). Under federal law, "non-discrimination testing" is required if any of the employees covered by this Agreement is a 5% owner or is paid over \$120,000 (in 2018) in a calendar year. Do any employees covered by this Agreement own 5% or more of the Employer or make in excess of \$120,000 in the calendar year? YES  NO

If "Yes" is marked above, the Trust Fund will perform the "non-discrimination testing" required by federal law once annually at a cost to the Employer of \$250 plus \$1.00 per employee who participates in this 401(k) Plan. The Employer hereby agrees to pay this amount. An Employer which would otherwise be subject to testing may be eligible to sign an addendum (available from the Administrative Office) to this Agreement permitting "safe harbor" contributions and eliminating the need for testing on a prospective basis. Contact the Administrative Office regarding the safe harbor.

If "No" is marked in the box above, the Employer hereby agrees to annually certify on a form to be provided by the Trust Fund that no employees covered by this Agreement were paid more than \$120,000 during that year. All Employers are also required to certify once annually on a form to be provided by the Trust Fund that no employee's deferrals have exceeded the then current IRS maximum annual contribution (\$18,500 and \$6,000 in "catch up contributions" for employees age 50 and over in 2018).

6) Participant Education:

The Employer agrees that it shall provide the Trust Fund reasonable access to its employees necessary to provide them with information concerning their investment options under the Plan sufficient to meet the requirements of federal law for a retirement plan in which investments are directed by the participant.

7) **Duration of this Agreement:**

It is the purpose and intent of the parties to maintain this Subscriber Agreement in full force and effect at all times during which the Employer is obligated by contract or by law to continue participation in the Plan. Accordingly, this Subscriber Agreement shall be effective for the term of the current collective bargaining agreement between the parties and shall continue in effect during the negotiations of the parties for a successor agreement, during which the Employer agrees to make contributions to the Trust in the manner provided herein and thereafter for the term of any subsequent collective bargaining agreement until revoked. The Employer may revoke this Subscriber Agreement by sending written notice thereof by certified mail to the Union and the Trust Fund not less than 15 days prior to the date upon which the Employer desires to make such revocation effective, which in no event shall be during the term of the collective bargaining agreement or written extension thereto.

The Trust Fund does not accept contributions on behalf of sole proprietors or partners in a partnership. The Trust Fund will accept contributions on behalf of a shareholder of a corporation that is duly organized and operated under the laws of a State of the United States of America who is employed by that corporation to render services pursuant to a Collective Bargaining Agreement or Adoption Agreement.

The undersigned Union and Employer agree to be bound by the Trust Fund's Agreement and Declaration of Trust and shall become party to that agreement upon the submission of contributions to the Fund pursuant to a collective bargaining agreement and/or Subscriber Agreement, and the acceptance of those contributions by the Trust Fund.

UNION: Teamsters Local Union No 315 TEL 925-228-2246

EMPLOYER: Republic Services TEL 925 232 2910

BY: [Signature]

BY: [Signature]

PRINT NAME: Don E Garcia

PRINT NAME: Matt Katschen

TITLE: Sec-Treas

TITLE: General manager

ACCEPTED ON BEHALF OF THE TRUSTEES OF THE SUPPLEMENTAL INCOME TRUST FUND:

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

DATE: \_\_\_\_\_

RETURN WITH SIGNED COLLECTIVE BARGAINING AGREEMENT TO:

Mon Roc Administrators  
420 Virginia Street, Suite 2B  
Vallejo, CA 94590  
1-800-477-3829  
Fax: 415-433-5128

Form SPP1 Revised 8/15/2018

**TRUST POLICY ON ACCEPTANCE OF TRANSMITTALS TO THE 401(k) PLAN**

The Supplemental Income Trust Fund accepts Employer 401(k) Plan transmittals only in accordance with a written labor agreement that is not detrimental to the Plan or in violation of any statute. The determination of whether or not a labor agreement is acceptable to the Plan shall be made by the Trustees at their sole discretion. While the Trustees do not want to interfere in the collective bargaining process, they have determined that the following provisions must be adhered to in order to allow continued participation in the 401(k) Plan:

1. 401(k) Plan deductions for employee wages may be made only pursuant to a signed authorization by the employee covered by a collective bargaining agreement providing for participation in this 401(k) Plan.
2. Transmittals of 401(k) Plan deductions must be made to the Trust Fund in an electronic format specified by the Trust Fund.
3. Transmittals may not be made for persons not covered by the collective bargaining agreement.

\* If this Agreement is signed by an Association, the Association warrants and represents that it has written authorization from each listed Employer to sign this Agreement and to sign the labor agreement on behalf of such Employer (if the labor agreement is not signed by the Employer). An Association must also attach a list of names and addresses of each such Employer.

**TRUST POLICY ON REPAYMENT OF PARTICIPANT LOANS**

The Supplemental Income Trust Fund allows Plan participants to take a loan for up to fifty percent (50%) of the balance of their Individual Account provided that the participant has a minimum Individual Account balance of \$1,000, has participated in the Plan for at least one (1) year or has rolled over at least \$1,000 to his or her Individual Account, and is employed by (and on the payroll of) an employer who is currently contributing to the Plan. An Employer shall,

1. Fully complete and return to the Trust the *Plan Loan Processing Form* no less than ten working days after receipt.
2. Acknowledge on the form provided by the Trust the Plan's *Loan Repayment Schedule*.
3. Deduct from each payroll and submit to the Trust repayment required pursuant to the *Loan Repayment Schedule*.

COLLECTIVE BARGAINING AGREEMENT

Between

ALLIED WASTE SYSTEMS, INC.  
[CONTRA COSTA TRANSFER]

and

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,  
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF  
AMERICA, LOCAL 315

*Platform Workers*

August 24, 2020 through August 23, 2025



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**ARTICLE I**

**PARTIES AND TERMS OF AGREEMENT**

THIS AGREEMENT is made and entered into this 24th day of August, 2020, between ALLIED WASTE SYSTEMS, INC. [Contra Costa Transfer], hereinafter referred to as the "Company or Employer" and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL NO. 315, hereinafter referred to as the "Union."

**Section 2**

This Agreement shall become effective August 24, 2020, and shall continue in full force and effect through August 23, 2025, inclusive, and thereafter it shall be considered automatically renewed for successive periods of twelve months unless, at least ninety (90) days prior to the end of any anniversary year, either party shall serve notice upon the other that it desires cancellation, revision or modification of any provision or provisions of this Agreement. If either party serves such notice, the parties shall attempt to reach an agreement with respect to the proposed changes. At least forty (40) days prior to the expiration date of the Agreement, the parties shall meet to consider such changes. In the event the parties do not reach a written agreement by the expiration date of this Agreement, then it shall be deemed terminated. The parties can mutually agree in writing to extend this Agreement.

**Section 3**

This Agreement covers only those matters specifically contained herein and supersedes all prior agreements between the Company and the Union, including any letter of interpretation, verbal understanding and/or past practice.

**ARTICLE II- RECOGNITION**

The Company hereby recognizes the Union as the exclusive bargaining representative for all employees covered by this Agreement.

**ARTICLE III – UNION MEMBERSHIP**

**Section 1**

All employees covered by this Agreement shall become and remain members of the Union within thirty-one (31) days after employment or the effective date of this Agreement, whichever is later, and as a condition of continued employment shall maintain their membership in the Union. Membership, for purposes of this provision, will be deemed satisfied by the employee either (i) becoming a member in good standing by paying the uniform initiation fee and monthly dues and charges pursuant to the Union's Bylaws, or (ii) becoming a financial core member and paying an amount equal to the uniform initiation fee and monthly dues without joining the Union, or (iii) paying a service fee which shall be equal to the percentages of the Union initiation fee and monthly dues which reflects the proportion of the amount the Union's collective bargaining expenditures bear to the Union's total expenditures, provided that employees choosing this option shall notify the union in writing.

**Section 2 – Payroll Deductions**

A) Upon being furnished with an appropriate authorization form executed by an employee, the Employer shall deduct from that employee's pay, in the amount stated, the following: (1) initiation fees, dues, assessments and fines as established by the Union, and (2) allotments to be made to a credit union as identified in the authorization. Such deductions shall be remitted to the recipient as stated in the authorization, no later than the last day of each month, and payments to the Union should be remitted to the office of Union Local 315, 2727 Alhambra Avenue., Martinez, CA 94553, by the 15<sup>th</sup> of each month following the month for

which the deductions have been made, together with a list of employees for whom deductions have been made.

B) Deductions for the initiation fee shall be at the rate of no less than \$75 a week.

C) Dues shall be deducted from employees classified as "casuals" on the first day worked in any month that they are employed as a non-seniority employee. Deduction authorization forms shall be made available to casuals at the time of their original hire.

#### **ARTICLE IV – MANAGEMENT RIGHTS**

##### **Section 1 – Listings of Management Rights**

The Company reserves the right to operate and manage all operations of the Company and to direct the workforce of the Company including, but not limited to, the right to plan, direct and control operations; to establish work and quality standards; to perform periodic evaluations of employee job performance and to make employment decisions based on the results of such evaluations; to determine and select the equipment to be used in the Company's operations, and from time to time, change or discontinue the use of any equipment and select new equipment for its operations, including equipment for new operations; to discontinue or move its business or operations in whole or in part; to determine and, from time to time, redetermine the methods, processes and materials to be employed; determine the nature and format of the programs to be produced, purchased or presented, and determine the extent to which such programs will be produced or presented by its employees; the scheduling of productions and the methods, processes and means of productions; the right to hire, select, transfer, promote, suspend and discharge employees; the right to promulgate and enforce reasonable rules; and the right to lay off employees from duty by seniority because of lack of work or other legitimate reasons.

##### **Section 2 – Recognition of Management Rights**

A) The Union recognizes the express provisions of this Agreement as constituting the only limitations, other than limitations of state and federal laws, upon the Company's right to manage its business. All management rights not curtailed or surrendered by this Agreement are reserved to the Company and the Company has the right to take any steps necessary to maintain efficient and profitable operations, subject only to the express provisions of this Agreement.

B) The Union agrees to respect the rights of the Company to conduct and supervise its business as long as it does not conflict with wages, hours, terms and conditions of this Collective Bargaining Agreement.

#### **ARTICLE V – UNION REPRESENTATIVE AND BULLETIN BOARDS**

##### **Section 1**

An accredited representative of the Union may visit the Company's facility during normal business hours with reasonable advance notice to the General Manager or his/her designee to assist the settlement of grievances and to observe the administration of the contract. This privilege will be observed so as not to interfere with an employee's work unless the matter is of such urgency that it cannot wait until after the employee is finished working. The Company shall not deny an accredited representative's visit pursuant to this paragraph except for reasonable, legitimate business reasons, and then only if the Company's representative offers the earliest alternative time that is reasonably available.

##### **Section 2**

Before beginning his/her business at the facility, the accredited representative shall first announce his/her arrival to the General Manager or his/her designated representative if they are available. Such representative shall not interfere in any way with or interrupt the operation of the Company's business, cause any lost time



by employees during such visit, or conduct Union business or meet with employees who are on the clock, unless the matter is of such urgency that it cannot wait until after the employees are finished working.

The Company will provide a copy of all written discipline to a Steward.

### **Section 3**

A) Stewards shall be provided for at the option of the Union, such stewards to be selected by the employees on the job. The duties of the Steward shall be to report to the Union any and all grievances which may arise and cannot be adjusted on the job. There shall be no discrimination of any kind against the Steward because of union activities.

B) A Steward who is on disability or other leave of absence will be accompanied by a Union Business Agent at all times when on Company property conducting union business.

### **Section 4**

A) The Company agrees to provide an enclosed bulletin board which may be used by the Union for posting official Union notices and a seniority list updated by the Company every six months.

B) The Company will keep one key and the business representative or shop steward will keep the other key. There shall be no other general distribution or posting by employees of any kind of literature upon Company property other than as herein provided without permission of the Company.

C) All such notices shall be on Union letterhead and signed by an authorized representative of the Union. There shall be no other general distribution or posting by employees of any kind of literature upon Company property.

### **Section 5 – Official Union Security**

Any employee who is elected or officially appointed to office in the Union, which office requires his absence from the Company's service, shall be granted a leave of absence not to exceed three (3) years, without loss of seniority, entitling him upon retirement from such office to reinstatement consistent with his seniority. Employees on such leave shall not be eligible for any benefits under this contract.

## **ARTICLE VI – NO STRIKES**

A) There shall be no strikes (including sympathy or wildcat strikes), sit-downs, slow-downs, work stoppages, boycotts or honoring a picket line except as described herein during the term of this Agreement by the Union, its officers, agents and members, or by the employees.

B) The Union agrees that it will not authorize, ratify or condone any strike or any other picket line activity described herein. In the event of any strike not authorized, ratified or condoned by the Union, the Union and its officers, agents and representatives will make every good faith effort to end such activity.

C) Any employee(s) participating in any activity proscribed herein shall be subject to disciplinary action, including discharge. Notwithstanding the foregoing, it shall not be a violation of this Article and shall not be cause for discharge or disciplinary action if an employee refuses to go through any lawful primary picket line (which the parties agree does not include any informational, handbill or consumer boycott picket) established by the Union and/or sanctioned by Teamsters Joint Council No.7 at any property other than an "Allied" property or facility. Should, under the foregoing conditions, an employee refuse to go through such a picket line, the Company may utilize a non-bargaining unit employee to service the customers.

D) The Company for its part agrees that it will not lockout the Union or its members during the term of this Agreement.

**ARTICLE VII – WAGES AND HOURS**

**Section 1 – Wages**

A) The wages listed below shall be effective August 24<sup>th</sup> of each contract year:

All	Current	8/24/20	8/24/21	8/24/22	8/24/23	8/24/24
Operators	\$33.06	\$34.01	\$34.96	\$35.91	\$36.86	\$37.81
Scale House Operator	\$25.02	\$25.97	\$26.92	\$27.87	\$28.82	\$29.77
Laborers	\$24.88	\$25.83	\$26.78	\$27.73	\$28.68	\$29.63

The employees may divert monies from wages or future wage increases to the Western Conference of Teamsters Pension Trust Fund.

B) There will be a separate wage scale for all Operators covered by this Agreement. That wage schedule will be an amount that is 85% of the rates set forth above for the employees' first six months of employment, an amount that is 90% of the regular wage schedule for the employees' second six months of employment, 95% of the regular wage schedule for the next six months of employment and 100% of the regular wage schedule thereafter.

C) **Wage Premium** – Employees will receive a one dollar (\$1.00) per hour premium to their straight-time rate for hours performed training another employee or serving as foreman. The Company shall have discretion without regard to seniority in the selection of persons as trainers and foremen.

**Section 2 – Start Time**

A) The Company shall have the exclusive right to establish new shifts in addition to the shifts in effect at the time this Agreement was executed and to assign employees covered by the Agreement to any shift subject to forty-eight (48) hours' notice.

B) The Company shall have the exclusive right to establish and, from time-to-time, change the hours for the commencement of work for shift, for different job classifications and for individual employees within each job classification subject to forty-eight (48) hours' notice.

C) No employee will be permitted to start work prior to his scheduled starting time without the expressed permission from his immediate supervisor on duty.

**Section 3 – 10 Hour Shift**

A) The Company may, at its sole discretion, establish a four (4) day workweek with three (3) consecutive days off in any week for a Scale House Operator. Should a four (4) day workweek be established by the Company for a Scale House Operator, the parties agree that overtime and holiday pay should be calculated as follows:

B) Overtime shall consist of time and one-half (1½) after ten (10) hours and double time (2) after twelve (12) hours in each day.

C) Time and one-half (1½) on the employee's fifth (5<sup>th</sup>) and sixth (6<sup>th</sup>) days after completing forty (40) hours work in the calendar work week.

D) Double time (2) the regular rate of pay on the seventh (7<sup>th</sup>) day after completing forty (40) hours work in the calendar work week.

E) **Holiday Pay** – If a Scale House employee works a holiday, the employee will be paid time and one-half (1½) for the hours worked and the eight (8) hours of holiday pay. If an employee does not work the holiday, due to scheduling or closure of the facility, the employee will receive ten (10) hours of holiday pay.

F) Because of the peculiar nature of the scavenger business, the daily starting time shall be left to the discretion of the Company. However, the starting time for the day shift shall be between 6:00 a.m. and 9:00 a.m.

G) The starting time for the second shift will be between 3:00 p.m. and 6:00 p.m.

H) Notwithstanding anything else to the contrary, the starting times for Scale House Operators shall be designated and, from time-to-time, changed by the Company to start between the hours of 3:30 a.m. and 9:00 a.m.

#### **Section 4 – Hours**

A) All regular employees, except as noted below, shall be guaranteed eight (8) hours per day and forty (40) hours per week, Sunday through Thursday, Monday through Friday, and Tuesday through Saturday, provided the employee has worked the five (5) days of his regularly scheduled workweek.

B) The regular workday for all employees shall be eight and one-half (8½) hours per day and forty (40) hours per week, with a one-half (½) hour unpaid lunch. Employees will be entitled to two (2) fifteen (15) minute breaks to be taken halfway through the first and second four hours of employment. These breaks will not be combined or taken with lunch. However, by mutual agreement between the Company and a Scale House employee, the Company may designate that both fifteen (15) minute breaks be taken in conjunction with their thirty (30) minute lunch for a total of one (1) hour between their second (2<sup>nd</sup>) and eighth (8<sup>th</sup>) hour of their workday or designated that their lunches and breaks be taken at the beginning or the end of the shift.

C) Nothing in this article, section or anywhere in this Collective Bargaining Agreement shall be interpreted to place a limitation on the hours of work per day or per week consistent with DOT regulations.

#### **Section 5 – Higher Wages**

A) An employee receiving a higher rate of pay shall not suffer a reduction in pay by reason of the execution of this Agreement.

B) Employees who work any shift other than the day shift shall receive twenty-five cents (\$0.25) per hour premium pay.

#### **Section 6 – Overtime**

A) Overtime at the rate of time and one-half (1½) shall be paid for all work performed after eight (8) hours in any one day or forty (40) hours in any one week.

B) Employees called for work on the 6<sup>th</sup> day following the employee's regularly scheduled work week of forty (40) hours shall be guaranteed eight (8) hours' pay at time and one-half (1½).

C) Employees called to work on the 7<sup>th</sup> day following the employees regularly scheduled forty (40) hour work week shall be guaranteed eight (8) hours' pay at the rate of double (2) time. The employees must have worked their previous five (5) workdays in the work week to qualify for the sixth (6<sup>th</sup>) and/or seventh (7<sup>th</sup>) day of overtime pay.

D) Overtime shall be assigned on the basis of seniority. Employees shall not unreasonably refuse to work overtime. It is understood that working overtime is mandatory.

E) After the Company posts a bid for overtime work and there are not enough volunteers to fill the position, the Company may use inverse seniority to fill the rest of the positions.

F) To be compensable, overtime must be worked in accordance with the Company's assignment or prior authorization by the Company. Employees who feel overtime is needed to complete their work shall request prior authorization from the Company. Such authorization may be secured by a telephone call to the Company

if the employee is not on the Company's premises. Such call for overtime authorization will be made by the employee at least one (1) hour prior to the employee's regular quitting time. Failure to secure such prior authorization will result in the denial of payment for overtime worked.

**Section 7 – Pay Period**

The bargaining unit shall be paid weekly for their labor. Any payroll errors will be paid the next pay period.

**Section 8 – Equipment**

A) The Operator's responsibilities include cleaning and checking the equipment as required by the Company.

B) All employees who are required to operate must have a valid California driver's license.

**Section 9 – Cost of Living**

There shall be no cost-of-living increases for the duration of this Agreement.

**ARTICLE VIII – VACATIONS**

**Section 1 – Vacation Entitlement**

Employees having completed one (1) year of continuous service with the Company shall be entitled to an annual vacation with pay of one (1) week.

Employees having completed two (2) years of continuous service with the Company shall be entitled to an annual vacation with pay of two (2) weeks.

Employees having completed five (5) years of continuous service with the Company shall be entitled to an annual vacation with pay of three (3) weeks.

Employees having completed ten (10) years of continuous service with the Company shall be entitled to an annual vacation with pay of four (4) weeks.

Employees having completed fifteen (15) years of continuous service with the Company shall be entitled to an annual vacation with pay of five (5) weeks.

**Section 2**

A) It is agreed by both parties to the Agreement that employees must take their accrued vacation each year and that no arrangement to work for additional compensation during their earned vacation will be allowed except where mutually agreed by the Company and the Union.

B) However, employees eligible for two (2) weeks vacation or more may, at their option, designate their final week as an optional vacation week and, upon request, be paid a week's pay without taking time off. Pay for this optional week will be calculated as previously referred to in this Section.

**Section 3 - Prorated Vacations**

Any employee who dies, is laid off, terminated or otherwise severs his employment with his Company for any reason prior to the completion of his vacation year, will be paid for all earned vacation. Prorated earned vacation is to be computed proportionate to his years of service.

**Section 4**

A) All accrued vacation pay is to be paid to the employee at the completion of his last shift prior to the commencement of his vacation.

B) Whenever possible and when desired by the employee, he may stagger or spread his vacation period throughout the year. However, in no case shall any portion of a vacation be less than one (1) week.

C) Seniority choice of vacation shall be allowed an employee for only one continuous vacation period each year.

**Section 5 – Vacation Selection Procedure**

A) The vacation schedule shall be posted by December 15<sup>th</sup> of the year preceding the vacation period. All employees will have until January 15<sup>th</sup> to select their vacations. Dispute regarding selection shall be decided by seniority.

B) The Company retains the right to place a reasonable restriction on the number of employees to be absent at any given time so that vacation scheduling does not interfere with the Company's operations.

**Section 6 – Holiday Falling During Vacation**

If an employee is on vacation for a week in which a holiday falls, he will receive a day of holiday pay upon his return from vacation.

**ARTICLE IX – HOLIDAYS**

**Section 1 - Holidays**

The following days have been agreed upon as holidays:

- |                        |                                |
|------------------------|--------------------------------|
| New Year's Day         | Columbus Day                   |
| Martin Luther King Day | Thanksgiving Day               |
| President's Day        | Christmas Day                  |
| Memorial Day           | Employee's individual Birthday |
| Fourth of July         | Two (2) Floating Holidays      |
| Labor Day              |                                |

**Section 2 – Holiday Pay**

A) These twelve (12) days shall be paid at the rate of straight time if no work is performed, and if worked, they shall be paid at the rate of double time and one-half (2½).

B) The employee must provide at least two (2) weeks notification in advance of the day to be taken off as a floating holiday and the particular day to be taken off is subject to the Company's approval.

C) The Employee's individual Birthday shall be considered and treated as a holiday and, if worked, employee shall receive double time and one-half (2½). Employee must notify the Company in order to qualify.

D) Employee's birthday shall be treated as any other holiday except when the employee's birthday falls on another holiday Monday through Friday, the employee will receive two (2) days' pay for the holiday and will not be allowed to work.

E) The employee must work the day before, the day of and the day after the holiday, unless excused by the Company, in order to receive holiday pay. In the instances where the Company does not work the holiday, an employee must work the day before and the day after the day on which the holiday falls.

## **ARTICLE X – SENIORITY**

### **Section 1 – Seniority**

A) In order to obtain seniority, an employee must have worked ninety (90) days during twelve (12) consecutive months. After completing this requirement, the employee shall be deemed a regular employee rather than a probationary employee. As a regular employee, the employee then becomes eligible for benefits as defined herein for regular employees, *i.e.*, health and welfare, holidays, sick day accrual and vacation accrual. The Company is the sole judge during this probationary period (consisting of both the 90-day and twelve month requirement) to continue or terminate the employee. Seniority shall commence on completion of such date. Upon attainment of seniority, an individual shall be considered a regular employee.

B) Terminations during an employee's probationary period shall not be subject to the grievance and arbitration procedure.

### **Section 2 – Layoff**

A) In reducing the workforce due to slackness of work, the last employee hired within a classification shall be the first employee laid off, and in rehiring the last employee laid off in that classification shall be the first employee rehired, assuming the senior employee possesses the qualifications for the job. The Company has the sole right to determine qualifications. A laid-off employee shall have no right to recall upon the expiration of a twelve (12) month period on layoff.

B) Any employee laid off from a higher classification shall, if he/she chooses to, be able to displace an employee in a lower classification if he/she has more seniority and is qualified to work in that classification.

### **Section 3 – Alternate Lists**

Alternate lists by category will be maintained. On the date deemed qualified by the Employer, the employee will be placed on the appropriate alternate list for that category, effective as of the date of seniority.

### **Section 4 – Vacancies**

All open positions shall be offered to full-time, qualified regular employees, in seniority order where the opening becomes available. The qualifications and requirements for the opening shall be posted for five (5) working days, including the rate of pay, and the position will be awarded within five (5) business days of bid closure. Employees shall receive the higher rate of pay during their qualifying period, which shall be no more than thirty (30) working days. Having accepted a bid position, an employee is not eligible to be awarded a new bid position for twelve (12) months except if it is a higher paid position.

## **ARTICLE XI – DISCIPLINE AND DISCHARGE**

### **Section 1**

The Company shall not discharge, suspend or take any disciplinary action against an employee without just cause. With respect to discharge, the employee shall have been issued at least three (3) warning notices prior to discharge, except for the charges set forth below:

- a. Insubordination.
- b. Theft.
- c. Proven dishonesty relating to the employee's job duties.
- d. Falsification of time records, driver logs or other official documents.
- e. Misappropriation or unauthorized use of Company property or the property of customers.

- f. Gross negligence in the operation of Company equipment resulting in an accident or injury, damage to the owned or leased property to the Company, its customers or other third-party individuals while on duty or while in a Company-owned or leased vehicle.
- g. Carrying of unauthorized passengers while on the job or operating a Company-owned or leased vehicle.
- h. Possession of a container of alcohol where the seal is broken; use of alcohol on the job; being under the influence of alcohol or drugs while working; possession of illegal drugs on duty; or a violation of the Company's Drug and Alcohol Policy.

### **Section 2 – Warning Notice**

In order for a warning, notice, suspension or discharge to be valid, it must be issued no more than ten (10) working days after the Company first has knowledge of the facts giving rise to the discipline. If a letter is postmarked or faxed after 10 working days, it will be considered untimely and dismissed. In the case of a vehicle accident, the Company shall be allowed up to and including fifteen (15) days to investigate an accident. If a letter is postmarked or faxed after 15 working days, it will be considered untimely and dismissed. During the period of investigation, the employee shall remain on the job. Employees shall not be required to sign written reprimands.

### **Section 3 – Union Notification**

No employee shall be discharged or suspended for reasons other than those set forth above without first receiving a written warning. Warning notices will not remain in effect for more than nine (9) months. A copy of such warning letter(s) shall be sent to the Union shop steward or business agent of the local at or about the time it is given to the employee.

### **Section 4**

Warning notice(s) will not be subject to the grievance/arbitration procedures unless and until such warning notice(s) is relied upon to support a subsequent suspension or discharge of the employee.

### **Section 5 – Employee Investigation**

Any employee on the Company's premises for purpose of investigating a grievance or for any other purpose for which the Company has given its permission will be subject to the same rules of conduct expected of all other employees.

### **Section 6 – Company Rules**

The Company shall have the right to make reasonable rules and regulations and to change such rules and regulations, provided such rules and regulations are not in conflict with any of the provisions of this Agreement. The Company will provide the Union with a copy of all such rules and regulations.

### **Section 7 – Just Cause**

The just cause provision of this Article applies only to regular employees (not to casuals) who have completed their probationary period, either under this Agreement or under a different agreement with the Company. Prior to completion of the probationary period, provisions of Article X apply to terminations.

### **Section 8 – Reasonable Suspicion**

The Company reserves the right to require an employee who is reasonably suspected of being under the influence of alcohol or drugs while working to take an alcohol and/or drug test. Refusal to take the test will result in immediate termination. The Company will bear the cost of any such test if not otherwise covered by insurance.

## **ARTICLE XII – GRIEVANCE PROCEDURE**

### **Section 1 – Definition of a Grievance**

A grievance is defined as a claim or dispute with the Company by the Union, an employee or group of employees involving an alleged violation by the Company of the terms of this Agreement. All grievances shall be handled strictly in accordance with this Grievance Procedure, unless otherwise mutually agreed. There shall be no retaliation or discrimination against an employee for filing a grievance.

**Step 1** – In order for a warning, notice, suspension or discharge to be valid, it must be issued no more than ten (10) working days after the Company first has knowledge of the facts giving rise to the discipline. The Union shall have the right to present to the Company, in writing, within ten (10) working days from the time of the occurrence giving rise to the dispute, a grievance setting forth any claim, dispute or grievance arising under this Agreement which the Union believes the Company has violated. If the employer has not received a written grievance within ten (10) working days, the matter will be deemed waived, cannot be grieved any time in the future, and will not be subject to the arbitration procedure set forth in this section at any time in the future. If the Company fails to meet with a Union representative within 10 days of a grievance, the disciplinary action will be void. However, the Company and Union may mutually agree, in writing, to extend beyond ten (10) working days the Union's time to present a written grievance. In any situation where an employee receives written notice of disciplinary action, the Company must inform the employee in writing that he/she has ten (10) days following receipt of the notice to submit a written grievance to the Employer or the employee otherwise waives the right to challenge that disciplinary action through the grievance and arbitration process. If the Company fails to give the employee such written notice, the ten (10) day grievance filing period shall be extended until proper notice has been given.

**Step 2** – The parties will meet within ten (10) days following the Company's receipt of the written grievance. For the purpose of preparing for the grievance procedure, the parties will cooperate by providing any supporting documents that exist that are relevant to their position. The Company will provide a written answer to the grievance within ten calendar days after said meeting.

**Step 3** – If the grievance is not resolved at Step 2, it shall be submitted to a joint committee of Union and Employer representatives. Grievances involving pay irregularities shall not exceed a period of more than forty-five (45) days prior to the date of filing, unless the failure to file such grievance earlier shall be justified by good cause.

The joint committee of Union and Employer representatives referred to in the above paragraph will be an adjustment panel. The adjustment panel shall meet on a regularly scheduled day once a month to be determined by the parties. The adjustment panel shall be established for the purpose of hearing and deciding disputes which arise and are presented during the term of this Agreement and which involve the interpretation or enforcement of any of the sections of this Agreement or the terms or provisions of agreements between the parties supplementary hereto. The panel shall consist of two (2) representatives selected by the Union and two (2) representatives selected by the Employer. The two persons selected by the Union to serve as members of the adjustment panel shall not include persons on the payroll of the Employer involved in the dispute. The adjustment panel shall elect a chairperson and secretary to adopt rules of procedure, as attached. A majority decision by the adjustment panel shall be final and binding.

Panel members for the Union shall not be employed by Local 315. The Employer panel members shall not be from where the grievance was generated.

**Step 4** – If the above joint committee fails to issue a final and binding decision due to a deadlock, then in order to proceed to arbitration, the Employer or Union must request arbitration within five (5) calendar days of receipt of written notice of deadlock.



## **ARTICLE XIII – ARBITRATION**

### **Section 1**

If arbitration is requested in accordance with the above requirements, the parties shall contact the designated arbitrator. The parties agree to the selection of a mutually agreed upon arbitrator, who shall meet every other month on a regularly scheduled basis in the event that the dispute is not settled by the Joint Labor-Management Committee. The permanent arbitrator shall not be changed for a minimum period of one (1) year. In the event that either party wishes to change arbitrators and after completion of the one (1) year period, the party wanting the change must notify the other party by Certified Mail not later than thirty (30) days before the expiration of the one (1) year period.

### **Section 2**

Jurisdiction of the arbitrator is limited to:

- a. The rendition of a decision or award which in no way modifies, adds to, subtracts from, changes or amends any provision of this Agreement; and
- b. The rendition of a decision or award which is not retroactive to a date preceding the time of events giving rise to the grievances; and
- c. The rendition of a decision or award in writing which shall include a statement of reasoning and grounds upon which such decision or award is based; and
- d. The rendition of a decision or award based solely on the evidence and arguments presented to the arbitrator by the respective parties in the presence of each other and the arguments presented in the written briefs, if any; and
- e. The rendition of a decision or award within thirty (30) calendar days of the final submission of the case to the arbitrator, provided that such time period may be extended by both parties.

### **Section 3**

Any dispute which is based on the events that occur after the termination of the Agreement is expressly excluded from the jurisdiction of the arbitrator, unless the parties agree otherwise.

### **Section 4**

The decision and award of the arbitrator within the limits herein described shall be final and binding upon the Company and the Union, except that either party may petition the court for an order vacating or confirming the award, as provided by law.

### **Section 5**

The arbitration fees and expenses, any FMCS administrative fees, shall be shared equally by the parties. Each party will bear its own legal expenses and costs incidental to the presentation of the case.

## **ARTICLE XIV – HEALTH AND WELFARE**

### **Section 1**

A) The Company agrees to utilize Teamsters Benefit Trust Plan 1 (which includes employee and dependent's hospital-medical coverage, dental, vision care, prescription drug coverage and supplemental retiree coverage). Upon execution of this contract, the Company agrees to pay the current amount of TBT Plan 1 up to Twenty-Two Hundred Forty-Three Dollars (\$2,243.00) per employee per month for each employee who works eighty (80) hours or more in the month. Effective January 1<sup>st</sup> of each contract year, the Company

will be responsible for the following capped increases. Any increases above the listed caps below will be paid by the employee through payroll deductions. The following increases are as follows:

- B) **Effective 1/1/2021**, the Employer agrees to contribute up to \$2,333.00 per employee for this contract term.
- C) **Effective 1/1/2022**, the Employer agrees to contribute up to \$2,425.00 per employee for this contract term.
- D) **Effective 1/1/2023**, the Employer agrees to contribute up to \$2,522.00 per employee for this contract term.
- E) **Effective 1/1/2024**, the Employer agrees to contribute up to \$2,623.00 per employee for this contract term.
- F) **Effective 1/1/2025**, the Employer agrees to contribute up to \$2,728.00 per employee for this contract term.

**Section 2**

- A) Unused monies from the prescribed caps referenced above may be used to fund the RSP increases or PPA surcharges as described in Article XXI, Section 4.
- B) In addition, the Company agrees to pay the current amount of Seven Hundred Eighty-Eight and 57/100 Dollars (\$788.57) to the Teamsters Benefit Trust Retiree Security Plan (RSP) per employee per month for each employee who works eighty (80) hours or more in the month. The Company is responsible for a maximum payment of:

<u>EFFECTIVE DATE</u>	<u>AMOUNT</u>
Jan. 1, 2021	\$830.00
Jan. 1, 2022	\$872.00
Jan 1, 2023	\$915.00
Jan. 1, 2024	\$958.00
Jan. 1, 2025	\$1,001.00

The balance will be paid by the employee through unused money from health and welfare caps and/or payroll deduction as described below.

- C) If unused monies from the above listed health and welfare caps are insufficient to maintain the level of benefits, the Employees shall be responsible for the excess costs for health and welfare and RSP in the form of increased payroll deductions. However, at any time during this Agreement, the Company and Union may mutually agree to substitute an alternative medical plan for the TBT Plan 1 as long as the coverage is equivalent to that provided by TBT Plan 1. If there is a disagreement regarding the equivalency of the plan, the matter will be decided by a mutually agreed upon mediator or arbitrator in accordance with the provisions of the Grievance and Arbitration procedures. In the event of a change in the Plan, the RSP will remain intact.
- D) "Employee" shall mean any employee who been on the payroll of the Company continuously for a period of thirty (30) days or more and having worked eighty (80) hours or more in the preceding month with benefits commencing on the first day of the month.
- E) If the Company fails to pay for the insurance and health and welfare benefits as provided herein, the Company shall be held personally responsible for the employees and their dependents as covered by the Plan for the benefits which would have been provided by such insurance coverage.

F) The Company agrees that monthly payments, when required, will be forwarded to the Trustees of the appropriate Funds before the tenth (10<sup>th</sup>) day of each month. The Company agrees to remit these payments to the appropriate area administrative office by the date designated by that office and monies received after that date shall be considered delinquent. All checks, when required, shall be made out and correspondence concerning the plan shall be sent to the appropriate Funds.

## **ARTICLE XV – SICK LEAVE**

### **Section 1**

All full-time regular employees shall receive ten (10) days of sick leave with pay each year, commencing with the first day of illness. All regular, full-time employees shall be eligible for sick leave on a prorated basis after four (4) months of service with the Company, retroactive to the date of employment. Sick leave pay shall be payable for days falling during the work week only. The anniversary date will be January 1<sup>st</sup> each calendar year.

### **Section 2 – Unused Sick Leave**

A) Unused sick leave shall be granted once each year to each full-time regular employee in cash at the current daily rate. The cash payoff shall occur by the second week of December each year.

B) On resignation, discharge or death, an employee or his estate shall collect cash payment for all unused accumulated sick leave.

### **Section 3**

There shall be no accumulation of sick leave. All sick leave earned must be taken in the year in which earned, paid off or taken as time off in accordance with the provisions of Section 2 of this Article.

### **Section 4 – On-the-Job Injury**

In the event of a disabling injury on the job, an employee shall be entitled to a full day's pay for the day of the injury.

### **Section 5 – Absenteeism**

A) It is essential to the success of the Company and to the security of everyone's' job that productivity schedules are met on time and that our customers receive consistent, uninterrupted services. To accomplish these objectives, regular and prompt attendance at work is required of all employees.

B) If an employee finds it necessary to be absent or tardy, that employee must notify his or her supervisor no later than one hour prior to his or her starting time.

C) Notification received from another employee, friend or relative is not considered proper, except under emergency conditions.

D) If an employee fails to give adequate notice or if notice is given and the Company considers the reason unacceptable, the employee will be charged with an unexcused absence or tardy.

E) An employee will not receive an unexcused absence for any day for which the employee has accrued unused sick leave available unless a pattern of absences develops.

F) Unexcused absences and tardiness will be handled in the following manner upon the employees return to work.

1. The employee must report to his or her supervisor and disclose the reason for the absence or tardiness:
  - a. If the supervisor accepts the reason as valid, no penalty will be imposed.

- b. If the reason is not acceptable, the absence will be considered unexcused and the employee will be disciplined in accordance with the following rules.
2. An employee who has two unexcused absences and/or tardiness will receive a written warning letter. A third unexcused absence or tardy will be cause for a second written warning letter and a three day suspension with no pay. A fourth unexcused absence or tardy will be grounds for immediate termination.
3. No Call-No Show is defined as the failure of an employee to call in by the start of their scheduled work shift and show up to work. In the event an employee fails to call in and show up to work on a regularly scheduled workday, that employee will receive no pay or paid time off benefits and will receive a warning letter. On the second No Call-No Show, that employee will be suspended without pay for two (2) working days. On the third No Call-No Show within a rolling 12-month period, the employee will be terminated.

G) At the sole discretion of management, the disciplinary actions described above will be waived if an employee can show extraordinary circumstances.

#### **Section 6**

The employee is entitled to ten days of sick leave, five days with a doctor or case nurse's excuse and five without. In order to qualify for payment on five (5) days of sick leave, the employee must submit an acceptable form of doctor's excuse within one day of return to work. Acceptable excuses are those that indicate that a doctor or case nurse has seen the employee. Excuses that are submitted more than one day after return and that don't reflect that the employee was actually seen by a doctor or case nurse will not be accepted. Employees may use additional unpaid sick days for personal reasons.

#### **Section 7**

The Company has the right to deny sick leave pay and/or take disciplinary action if the employee has developed a pattern of sick leave absences.

#### **Section 8**

In cases where an employee is entitled to receive weekly disability benefits under either the *California Unemployment Compensation Act* or the *California Workers' Compensation Act*, the employee shall receive the full disability benefit payment plus such portion of earned sick leave pay that shall equal, but in no event, exceed the employee's regular pay.

### **ARTICLE XVI – LEAVE OF ABSENCE**

#### **Section 1 – Approved Leave**

A) The Company shall comply with the provisions of the Family Medical Leave Act and the Pregnancy Disability Act.

B) All requests for leaves of absences will be approved by the Company and a copy of the approval to be sent to the Union. Any employee desiring a leave of absence from his employment shall give ten (10) days written notice to his Company and must receive prior approval from the Company before taking the leave. Except as otherwise provided for in this Agreement, leaves of absence shall be for thirty (30) day periods and shall be granted by the Company on the basis of one (1) thirty (30) day period for every three (3) years.

C) Extensions to the above leaves of absence can only be secured by written permission from the Company. Regular leaves of absence and such extended leaves of absence as may be granted may not exceed a maximum period of six (6) months provided, however, any leave of absence in excess of thirty (30) days can only be taken upon written permission of the Company. During an approved leave of absence, the employee shall not engage in gainful employment in the same industry.

D) Any employee who has utilized his right to a leave of absence as spelled out above will not be entitled to another leave of absence, except for medical reasons, for a period of three (3) years. Extensions of approved leaves of absence when requested during the course of a leave of absence require approval of the Company.

E) An employee who is unable to work because of sickness or injury shall be deemed to be on a leave of absence. Such leave shall not exceed two (2) years, except with written consent of the Company.

F) A leave of absence as provided above shall not result in the loss of seniority rights.

G) Employees going on leaves of absence are expected to maintain their membership in the Union in good standing.

### **Section 2 – Effect on Vacation / Holidays**

A) Time off in excess of fourteen (14) working days in a calendar month due to an approved leave of absence other than illness or injury shall cause an employee to lose vacation credit for that month.

B) All regular employees off the job due to illness or off-the-job injury shall accumulate vacation rights and holiday pay beginning with the date of illness or off-the-job injury and continuing to the end of the month and thirty (30) days thereafter.

C) All regular employees off the job due to an on-the-job injury shall accumulate vacation rights uninterrupted for a period of one (1) year

D) All regular employees off the job due to an on-the-job injury shall accumulate holiday pay uninterrupted for a period of ninety (90) days.

### **Section 3 – Health and Welfare When on Leave**

The employee shall make suitable arrangements for continuation of health and welfare payments consistent with the Health and Welfare policy or request discontinuance of his health and welfare before the leave is approved by the Company.

## **ARTICLE XVII – UNIFORMS AND EQUIPMENT**

### **Section 1 – Protective Clothing**

A) The Company agrees to furnish one (1) set of quality rain gear each year and good quality gloves each year to each employee on an as-needed basis, provided the employee turns in the used gloves.

B) The Company will pay for up to one (1) pair of qualified safety boots per year per employee on an as-needed basis, and the Company will reimburse the employee for the entire cost of resoling boots as may be necessary. Specifications of qualified boots are in the Company rules and regulations.

C) The Company will furnish prescription safety glasses upon request.

### **Section 2 – Upkeep of Uniforms**

The upkeep and laundry of uniforms must be borne by the Company. The Company shall reserve the right to enforce the proper wearing of all assigned uniforms in performance of job duties. Uniforms are required. If the Company requires uniforms and/or safety shoes, the Company will furnish the uniforms and be responsible for the cost of the cleaning.

## **ARTICLE XVIII– GENERAL PROVISIONS**

### **Section 1**

A) The Company agrees to furnish a list of its employees to the Union upon demand.

- B) Where the employee is required to take a physical examination, the Company shall bear the cost of said examination unless it is otherwise covered by insurance.
- C) No employee will use any equipment unless specifically assigned.
- D) The Employer will treat employees with dignity and respect at all times. Employees will also treat each other as well as the Employer with dignity and respect.
- E) The parties agree and understand that current and future technology may be needed to meet customer, operational and competitive demands. As a result, the parties further agree that the Company may, after advanced written notice to the Union, install in its vehicles or facilities, institute and implement any technological observation or other management tool system that it deems appropriate in furtherance of its business. However, the Company may not use any data collected through the use of technology or equipment installed pursuant to this section for any purpose related to driver monitoring or discipline, until after completion of good faith negotiations with the Union for no less than ninety (90) business days, which may be extended by mutual agreement. The ninety (90) business day period shall commence from the first scheduled meeting between the parties.

**Section 2 – Subcontracting**

- A) For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or service of the kind, nature or type covered by, presently performed or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other plant unless otherwise provided in this Agreement.
- B) The Employer may subcontract work in the case of a proven emergency, when all of his its regular seniority employees are working in their bid classification or available equipment is utilized. Overflow work may be performed by other than the Employer’s employees, provided that this shall not be used as a subterfuge to violate the provisions of this Agreement.

**ARTICLE XIX – EMPLOYEES AT RISK – MANAGEMENT POLICY**

**Section 1**

The purpose of this policy is to address corrective and disciplinary action with regard to employees involved in ***preventable*** accidents and/or injuries.

OFFENSE	TIME FRAME	CORRECTIVE ACTION
<b><i>First Preventable Incident</i></b>	Within 6 months	Written Warning Corrective Measures
<b><i>Second Preventable Incident</i></b>	Within 12 months	Written Warning 1-day Suspension Without Pay Corrective Measures
<b><i>Third Preventable Incident</i></b>	Within 12 months	Written Warning 3-day Suspension
<b><i>Fourth Preventable Incident</i></b>	Within 12 months	Termination

- A) *Failure to immediately report any accident, property damage or injury will be cause for immediate termination.*
- B) *Any accident caused by gross negligence, willful misconduct or actions that knowingly place someone at risk will be cause for immediate termination.*

**Section 2 – Corrective Measures Are to Include**

Meeting with involved employee, immediate supervisor and general manager to be held within 24 hours of the incident to determine possible cause/contributing factors.

Development of corrective action plan

- a. Type of training/retraining-Classroom/OJT
- b. Target date for completion of training
- c. Follow-up once training/retraining measures have been completed

### **Section 3 – Safety**

A) The Union and the Company will cooperate to maintain a safe work environment for all its employees and its customers. Any employee who violates any safety rule or engages in any activity considered by the Company to involve dangerous or reckless conduct toward any person or property shall be subject to discipline, up to and including termination.

B) The Company shall establish a safety committee, comprised of representatives from each classification, to review current policies, review accidents or injuries, and provide feedback to management of their conclusions. The Company will consider the input of the committee to modify or implement rules and to determine disciplinary action.

### **Section 4 – Traffic Citations**

A) If an employee loses his/her license for a period of less than forty-five (45) days, he/she will be suspended without pay for the period of his/her license suspension. Any employee who loses his/her license for a period of forty-five (45) days or more may be terminated. At the sole discretion of the Employer, the employee may be allowed to work under certain conditions if they lose their license for a period of one year or less. Conditions are: completes treatment in the *Teamsters Assistance Program ("TAP")*; would be used as needed in the pool in a helper position; the employee would lose their bid route; employee would be subject to drug and/or alcohol testing at the Employer's discretion for a period of three (3) years. Each case will not be precedent setting.

B) If an employee is cited for driving under the influence, he/she will be assigned a temporary work assignment not to exceed forty-five (45) calendar days. The assignment shall be at the Employer's discretion and direction. If the employee is not acquitted of the DUI citation or if the case is not dismissed by the 45<sup>th</sup> day, the employee's employment will be terminated. In the event the employee is acquitted of the charge or the citation is dismissed after the 45-day period and within six (6) months of having received the citation, he/she will be reinstated without back pay.

## **ARTICLE XI – BEREAVEMENT LEAVE**

### **Section 1**

A) In the event of the death of an employee's parent, spouse, child, brother, sister, grandparents, grandchildren, stepchildren, step-parents, mother-in-law, father-in-law, brother-in-law, and sister-in-law, the employee will be granted a leave of absence with pay not to exceed three (3) days falling between the date of the death and the date of the funeral or a celebration of life ceremony.

### **Section 2**

If an employee attends a funeral outside the State of California, the employee will be entitled to an additional two (2) days of funeral leave. Such leave is to be taken in accordance with all provisions of this section.

## **ARTICLE XXI – JURY DUTY**

### **Section 1**

An employee who is summoned and reports for jury duty shall receive the difference between jury pay and his regular daily straight time rate of pay for the day for which he reported he missed work for jury duty and on which he would normally have worked.

### **Section 2**

The employee will not, under any circumstances, receive more than a day's pay at his regular daily straight time rate. He cannot receive pay for working and jury duty pay. An employee is required to do everything possible to work for as much of his shift, unless excused by the Company.

### **Section 3**

A) If the employee is to report to jury duty mid-day or is released from jury duty early, he is to come to work immediately, unless excused by the Company.

B) The employee is to provide the Company with proof of jury service.

## **ARTICLE XXII – PENSIONS**

### **Section 1 – Company Contributions**

A) The Company shall contribute to the Western Conference of Teamsters Pension Trust Fund, the provisions of which the undersigned parties agree to accept and to abide by the rules and regulations established or as may be established by the Trustees of such Trust Fund, the applicable sum as listed below for each employee covered by this Agreement, from first compensable hour.

B) For probationary employees, the Employer shall pay an hourly contribution rate of Ten Cents (\$0.10) (\$.09 Basic and \$.01 to PEER/84) during the probationary period as defined in Article X-Seniority, but in no case for a period longer than ninety (90) calendar days from an employee's first date of hire. Contributions shall be made on the same basis as set forth in Article XXII-Pensions of the Agreement. After the expiration of the probationary period as defined in Article X-Seniority, but in no event longer than ninety (90) calendar days from an employee's first date of hire, the contribution shall be increased to the full contractual rate.

C) Time paid for but not worked such as holidays, vacation time and sick leave pay shall be considered as time worked for purposes of this Article.

### **Section 2 – For Operator Classification**

***Effective September 1, 2020***, the Company shall contribute the monthly sum of Eleven Hundred Eighty-Nine Dollars and Four Cents (\$1,189.04) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute \$6.44 per hour from the first compensable hour, plus \$0.42 per hour to fund PEER/84 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Six Dollars and Eighty-Six Cents (\$6.86) per hour.

***Effective September 1, 2021***, the Company shall contribute the monthly sum of Twelve Hundred Twenty-Three Dollars and Seventy-One Cents (\$1,223.71) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute \$6.63 per hour from the first compensable hour, plus \$0.43 per hour to fund PEER/84 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Seven Dollars and Six Cents (\$7.06) per hour.



**Effective September 1, 2022**, the Company shall contribute the monthly sum of Twelve Hundred Fifty-Eight Dollars and Thirty-Eight Cents (\$1,258.38) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute \$6.82 per hour from the first compensable hour, plus \$0.44 per hour to fund PEER/84 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Seven Dollars and Twenty-Six Cents (\$7.26) per hour.

**Effective September 1, 2023**, the Company shall contribute the monthly sum of Twelve Hundred Ninety-Three Dollars and Four Cents (\$1,293.04) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute \$7.01 per hour from the first compensable hour, plus \$0.45 per hour to fund PEER/84 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Seven Dollars and Forty-Six Cents (\$7.46) per hour.

**Effective September 1, 2024**, the Company shall contribute the monthly sum of Thirteen Hundred Twenty-Seven Dollars and Seventy-One Cents (\$1,327.71) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute \$7.19 per hour from the first compensable hour, plus \$0.47 per hour to fund PEER/84 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Seven Dollars and Sixty-Six Cents (\$7.66) per hour.

### **Section 3 – For Scale House Classification**

**Effective September 1, 2020**, the Company shall contribute the monthly sum of One Thousand Ten Dollars and Fifty-One Cents (\$1,010.51) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute \$5.47 per hour from the first compensable hour, plus \$0.36 per hour to fund PEER/84 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Five Dollars and Eighty-Three Cents (\$5.83) per hour.

**Effective September 1, 2021**, the Company shall contribute the monthly sum of One Thousand Forty-Five Dollars and Eighteen Cents (\$1,045.18) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute \$5.66 per hour from the first compensable hour, plus \$0.37 per hour to fund PEER/84 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Six Dollars and Three Cents (\$6.03) per hour.

**Effective September 1, 2022**, the Company shall contribute the monthly sum of One Thousand Seventy-Nine Dollars and Eighty-Five Cents (\$1,079.85) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute \$5.85 per hour from the first compensable hour, plus \$0.38 per hour to fund PEER/84 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Six Dollars and Twenty-Three Cents (\$6.23) per hour.

**Effective September 1, 2023**, the Company shall contribute the monthly sum of Eleven Hundred Fourteen Dollars and Fifty-One Cents (\$1,114.51) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute \$6.04 per hour from the first compensable hour, plus \$0.39 per hour to fund PEER/84 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Six Dollars and Forty-Three Cents (\$6.43) per hour.

**Effective September 1, 2024**, the Company shall contribute the monthly sum of Eleven Hundred Forty-Nine Dollars and Eighteen Cents (\$1,149.18) for employees working one hundred sixty (160) hours or more per

month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute \$6.23 per hour from the first compensable hour, plus \$0.40 per hour to fund PEER/84 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Six Dollars and Sixty-Three Cents (\$6.63) per hour.

**Section 4 – For Laborers Classification**

***Effective September 1, 2020***, the Company shall contribute the monthly sum of Five Hundred Nineteen Dollars and Ninety-Nine Cents (\$519.99) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute \$2.82 per hour from the first compensable hour, plus \$0.18 per hour to fund PEER/84 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Three Dollars (\$3.00) per hour.

***Effective September 1, 2021***, the Company shall contribute the monthly sum of Five Hundred Fifty-Four Dollars and Sixty-Six Cents (\$554.66) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute \$3.01 per hour from the first compensable hour, plus \$0.19 per hour to fund PEER/84 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Three Dollars and Twenty Cents (\$3.20) per hour.

***Effective September 1, 2022***, the Company shall contribute the monthly sum of Five Hundred Eighty-Nine Dollars and Thirty-Two Cents (\$589.32) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute \$3.19 per hour from the first compensable hour, plus \$0.21 per hour to fund PEER/84 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Three Dollars and Forty Cents (\$3.40) per hour.

***Effective September 1, 2023***, the Company shall contribute the monthly sum of Six Hundred Twenty-Three Dollars and Ninety-Nine Cents (\$623.99) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute \$3.38 per hour from the first compensable hour, plus \$0.22 per hour to fund PEER/84 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Three Dollars and Sixty Cents (\$3.60) per hour.

***Effective September 1, 2024***, the Company shall contribute the monthly sum of Six Hundred Fifty-Eight Dollars and Sixty-Five Cents (\$658.65) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute \$3.57 per hour from the first compensable hour, plus \$0.23 per hour to fund PEER/84 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Three Dollars and Eighty Cents (\$3.80) per hour.

**Section 5**

A) The contributions required to provide for PEER/84 shall be paid on the same basis as contributions to the basic plan. The additional contribution for PEER must at all times be 6.5% percent of the basic contribution and cannot be decreased or discontinued at any time unless the Company completely withdraws from the Trust Fund with respect to this bargaining unit.

B) The Company agrees to remit these payments to the appropriate area administrative office by the date designated by that office and monies received after that date shall be considered delinquent.

C) There shall be no other pension funds under this Agreement or Agreements supplemental hereto.

## **Section 6**

Pension Protection Act language will not be effective until January 1, 2013.

In the event that additional contributions to the Fund are legally required to be made by the Employer due to any law, rule or regulation, including the Pension Protection Act ("PPA") or are mandated by the Fund Trustees (the "required contributions"), the Employer will comply with any and all legal obligations to commence making such additional required contributions, provided that the Employer shall offset the added cost in the form of wage reductions. It is the intent of the parties that the total cost to the Employer of the Wage, Health & Welfare and Fringe Benefit package will not be increased above the agreed upon rates during the term of this Agreement as a result of this paragraph.

The Local Union shall notify the Employer of this allocation thirty (30) days prior to its effective date, or, if earlier, when the Fund issues a notification of additional required contributions in maintaining the Fund.

## **Section 7 – Payments During Leaves of Absence**

If an employee is absent because of illness or off-the-job injury and notifies the Company of such absence, the Company shall continue to make the required health and welfare and pension contributions for a period of three (3) months (twelve weeks) after contribution for active employment ceases. If an employee is injured on the job, the Company shall continue to pay the required health and welfare and pension contributions until such employee returns to work; however, such contributions shall not be paid for a period for more than six (6) months beginning with the first month after contribution for active employment ceases. If an employee is granted a leave of absence, the Company shall collect from said employee, prior to the leave of absence becoming effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence. However, the acceptance of such monies and the level of benefits provided shall be at the sole discretion of the Board of Trustees.

## **Section 8 – Delinquent Contributions**

Action for delinquent contributions may be instituted by the Local Union or the Area Conference of Trustees.

## **Section 9 – Posting Notice**

The Company shall post on the Union's bulletin board a duplicate copy of reporting form sent to the Administrator's office of payment made to the Western Conference of Teamsters Pension Trust Fund on behalf of the employees at the time payments are made.

## **Section 10 – P.E.E.R. 84 Program**

The contributions required to provide the Program for Enhanced Early Retirement will not be taken into consideration for benefit accrual purposes under the plan. The additional contribution for the *P.E.E.R. 84* must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

## **ARTICLE XXIII – COMPETITION WITH THE COMPANY**

The Company and the Union agree that the employees covered by this Collective Bargaining Agreement are expressly prohibited from engaging in direct competition with the Company. Direct competition with the Company is defined as designing, selling or rendering other products or services similar to those offered by the Company for personal economic benefit or the economic benefit of a competitor employer. Violation of this Agreement will result in disciplinary action up to and including termination.

## **ARTICLE XXIII – DRUG AND ALCOHOL POLICY**

### **Section 1 – Drug & Alcohol Policy**

- A) The Contra Costa Transfer and Recovery Station has a strong commitment to provide a safe and productive workplace and to establish programs which promote protection of the public we serve. To this end, within ninety (90) days of the effective date of this Agreement, and annually thereafter, the Company will provide an opportunity for substance abuse professionals from Teamsters Assistance Program ("TAP") to conduct an on-site educational program for bargaining unit employees. Such programs will be scheduled on work time for a period not to exceed thirty (30) minutes unless otherwise agreed.
- B) The use of alcohol or drugs can create an unsafe working environment, can result in inefficiency and poor work performance, and can reflect negatively on our Company. Based on our commitment to employee and public safety, it is the Company's policy to prohibit the use, sale, transfer or possession of drugs or alcohol while on Company property.
- C) While the Company has no intention of intruding into the personal lives of its employees, you are reminded that what you do off-duty may impact the operations of the Company. Anyone whose test is positive for the presence of a prohibited substance will be subject to disciplinary action up to and including immediate termination of employment.
- D) You will be on Company time when selected to take the test and transportation will be provided.
- E) Disciplinary action following random testing or reasonable suspicion testing:

### **Section 2 – Random Drug Test**

- A) If you are selected for a random drug test or if you are tested because of a reasonable suspicion and the results are positive, you will be terminated immediately.
- B) A seniority employee shall be permitted to take a reasonable leave of absence for the purpose of undergoing treatment in an approved rehabilitation program for drug and/or alcohol abuse, provided the leave is requested prior to being selected for random testing or because of reasonable suspicion testing. Such leave of absence shall be for a period of thirty (30) days, unless the treating professional recommends additional time, provided such additional time would not result in a total absence of more than sixty (60) days. Such leave shall be on a one-time basis.
- C) The employee may receive accrued sick leave and vacation to be integrated with any state disability payments, but such employee will not earn other pay or benefits during such leave. After such leave, further evidence of drug abuse will be grounds for termination.
- D) Employees requesting a return to work shall be required to submit to advance testing whether or not there exists reasonable cause as previously defined for such testing. Failure to comply with those conditions shall result in the employee's immediate termination of his employment. Such cases shall be subject to the grievance/arbitration procedure only to the extent that there may be a question whether the conditions for return to work have been violated.

### **Section 3 – Alcohol Test**

- A) If the test is positive and the reading is .02 to .039 and it is the first offense in twenty-four (24) months, you will be suspended for twenty-four (24) hours without pay and retrained in this policy. If it is your second offense at this level in a twenty-four (24) month period, you will be terminated.
- B) If the test is positive and the reading is .04 or higher and it is the first offense in twenty-four (24) months, you will be suspended for thirty (30) days without pay, pending an evaluation. The evaluation will be done by a substance abuse professional. An agreement establishing conditions of continued employment

based on the evaluation will be worked out. You will be retrained in this policy and the substance abuse professional has to approve your return to work. If it is your second offense, you will be terminated.

C) All employees are expected to cooperate in the enforcement of this policy. Because this is a matter of critical importance, employees who refuse to submit to drug and/or alcohol tests or refuse to cooperate with management's investigation of the violation of this policy, shall be terminated.

D) The administration of this policy shall comply with and be determined by the guidelines set by the U.S. Department of Transportation and the Substance Abuse and Mental Health Service Administration ("SAMHSA") or other applicable federal or state laws.

E) As an employee you have a right to expect the Company to provide you a safe workplace and for fellow employees to be drug and alcohol free. We strongly encourage and employee with a drug and/or alcohol problem to seek assistance before their actions violate Company policy.

F) Contact a Safety Manager, General Manager, refer to the Employee Assistance Program ("EAP") in the employees' Need to Know Handbook or contact a Teamsters Assistance Program ("TAP") representative for sources of assistance.

G) Employees who service the Company's customers which have a drug and/or alcohol testing policy which is more strict than the DOT requirements must comply with such policy. However, test results considered positive under such policies will not be the basis for discipline unless discipline would otherwise be warranted under the provisions of the Company's policy as set forth above. An employee not complying with the customer's policy shall be reassigned. Such reassignment shall be within the employee's job classification without the loss of pay and for such time until the employee satisfies the customer's requirement(s) for returning to that customer's location.

#### **ARTICLE XXV – D.R.I.V.E.**

The Employer will deduct from the paycheck of each employee covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her pay on a weekly basis for all weeks worked, which must be supported by written consent of the employee. The Employer shall transmit to D.R.I.V.E.'s national headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the last four digits of the employee's social security number and the amount deducted from that employee's pay.

**AGREED UPON BY THE UNDERSIGNED PARTIES:**

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 2nd day of FEBRUARY, 2021.

**ALLIED WASTE SYSTEMS, INC.  
[CONTRA COSTA TRANSFER]**

By:  2/2/21

Title: General manager

**INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, LOCAL 315**

By: 

Title: Sec-Treas

## **ATTACHMENT 1**

### **RULES FOR DISPUTE AND GRIEVANCE PROCEDURES**

Meetings shall be held on the (3<sup>rd</sup>) Thursday of each month. The agenda for each meeting must be received by the Employer and Union representatives one week prior to each meeting. Meetings will alternate between the Employer offices and the offices of Teamsters Local 315.

#### **Officers**

1. There shall be a Chairperson of the Employer members of the Committee and a Chairperson of the Union members of the Committee. The two Chairpersons shall alternate in presiding. Chairperson will serve as Secretary.

#### **Filing of Cases**

1. All cases to be heard must have received the benefit of all prior stages of the grievance procedure before they are properly before the Mid-Month Labor-Management Committee.
2. Grievances not submitted to the Union Coordinator ten days prior to the scheduled meeting will not be placed on the agenda. However, discharge cases are not subject to the prior time requirement and may be heard by mutual agreement of both parties.
3. The Union Coordinator shall prepare the agenda and submit it to the Employer Chairperson one week prior to each mid-month meeting.
4. The case may be withdrawn at any time by either party.
5. The case may be postponed by mutual agreement of the parties with proper notification to the Union Coordinator.

#### **Hearing of Cases**

1. Meetings will start promptly at 3:00 p.m.
2. Cases must be called in the order they appear on the agenda. Discharge cases shall be heard first.
3. The Chairperson will call each case in order and if either the Union or Employer is not present, five minutes will be allowed for search of the premises to determine their availability. If the party or parties cannot be found, the case moves to the next step of the grievance procedure.
4. The designation of two (2) voting members of the Union and two (2) voting members of the Employer.
5. Discussion and vote will be handled in executive session. Voting shall be by voice on the formerly stated motion.
6. Executive Session: Only voting panel members will be allowed in executive session.
7. All parties present shall recognize the authority of the Chairperson at all times.
8. Legal counsel shall not be permitted to present cases. They may be present, however, to act in an advisory capacity.

9. Only panel members, persons presenting the case, witnesses and the Chairperson shall be allowed to be present during the hearing of each case.

#### **Order of Business**

1. Approval of agenda.
2. Hearing of cases.

#### **Case Presentation Method**

1. Identification of parties and witnesses.
2. Reading of the filing by the Chairperson.
3. Question as to timeliness of the filing and full completion of prior stages of the grievance procedure.
4. The moving party presents its case first. In discharge and suspension cases, the Employer shall always be designated as the moving party for purpose of case presentation.
5. The case will be presented in its entirety by the moving party. The second party will then present its case in its entirety. The moving party shall then have an opportunity to rebut the evidence presented by the second party, but shall introduce no new evidence which the second party did not have the opportunity to meet in the presentation at its case. Upon finishing, the Chairperson will open the hearing for questions. Upon conclusion of the questioning, the moving party will rebut and summarize their position. Upon their conclusion, the second party will do the same.
6. Executive session for deliberation.
7. The decision will be read by a member of the executive panel.
8. Deadlocked cases will be placed on the agenda for the permanent arbitrator's meeting and will be heard or settled by the parties prior to the date of that meeting.

#### **Amendments**

Additions, deletions and/or amendments may be made by the mutual agreement of both parties. In the event that the parties are unable to reach agreement, the matter shall be submitted to the permanent arbitrator for a binding decision.



**MEMORANDUM OF AGREEMENT**

This Memorandum of Understanding ("MOU") is entered into between Allied Waste Systems, Inc. d/b/a Allied Waste Services of Contra Costa County / Republic Services of Contra Costa County and Contra Costa Transfer (collectively "Allied") and International Brotherhood of Teamsters and Chauffeurs, Warehousemen and Helpers Local Union No. 315 ("Union" or "Teamsters Local 315");

As part of the commitments made to each other to reach agreement on new collective bargaining agreements, the Parties agree that:

1. From the below signing date until August 23, 2025, Article VI Paragraph C, shall be modified to add the following:

C. Any employee(s) participating in any activity prescribed herein shall be subject to disciplinary action, including discharge. Notwithstanding the foregoing, it shall not be a violation of this Article and shall not be cause for discharge or disciplinary action if an employee refuses to go through any lawful primary picket line (which the parties agree does not include any informational, handbill, or consumer boycott picket) established by the Union and/or sanctioned by Teamsters Joint Council No. 7... 2) at Allied's Pacheco, CA and/or Martinez, CA facilities if the picket line is the result of a primary strike by Teamsters Local 315 against the Company based on an expired Collective Bargaining Agreement to which the Company and Teamsters Local 315 are signatories (for purposes of this sentence only, "Company" means Republic Services, Inc., Richmond Sanitary Service, Inc., Solano Garbage Co., Solano Recycling, Allied Waste Services, Inc., Golden Bear Transfer Station, Inc. and West County Resource Recovery). Should, under the foregoing conditions, an employee refuse to go through such a picket line, the Company may utilize a non-bargaining unit employee to service the customers.

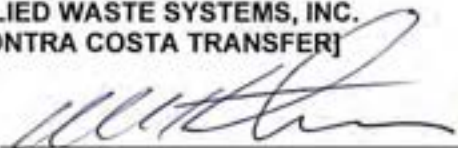
D. Allied for its part agrees that it will not lockout the Union or its members during the term of this Agreement.

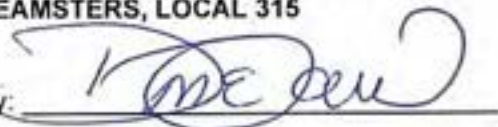
2. This MOU and its modifications will be effective only through midnight on August 23, 2025 when Article VI, Section 3 shall automatically revert back exclusively to the language in the collective bargaining agreement only and any rights established by this MOU will be completely extinguished.

AGREED TO AND ENTERED INTO BY:

**ALLIED WASTE SYSTEMS, INC.  
[CONTRA COSTA TRANSFER]**

**INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, LOCAL 315**

By:  2/2/21

By: 

Title: General Manager

Title: Sec-Treas

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## **EXHIBIT I-1: SAFETY TRAINING**

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In accordance with Section 8.11.C, prior to the Commencement Date, the Contractor shall develop and secure written approval from the Authority on the Safety Training Plan that will be attached as Exhibit I-1.

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**EXHIBIT J:**  
**IRAN CONTRACTING CERTIFICATION**

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## **EXHIBIT J: IRAN CONTRACTIN CERTIFICATION**

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### **CONTRACTOR'S IRAN CONTRACTING ACT CERTIFICATION**

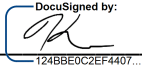
Pursuant to Contract Code Section 2200 et. Seq., ("Iran Contracting Act of 2010"), Contractor certifies that:

1. Contractor is not identified on the list created by the California Department of General Services ("DGS") pursuant to California Public Contract Code Section 2203(b) as a Person engaging in investment activities in Iran; and
2. Contractor is not a financial institution that extends Twenty Million Dollars (\$20,000,000) or more in credit to another Person, for 45 Days or more, if that Person will use the credit to provide goods or services in the energy sector in Iran and is identified on the DGS list made pursuant to Section 2203(b).

As used herein, "Person" shall mean a "Person" as defined in Public Contract Code Section 2202€.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the Contractor to this Certification, which is made under the laws of the State of California.

Republic Services \_\_\_\_\_ (Company Name)

By:  \_\_\_\_\_ (Signature)

Name: Kevin Divincenzo \_\_\_\_\_ (Printed Name)

Title: Area President \_\_\_\_\_

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**EXHIBIT K:  
PERFORMANCE BOND**

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Attached to this Agreement is a Letter of Intent to issue the required Performance Bond in accordance with Section 13.6.

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USI Insurance Services  
601 Union Street  
Suite 1000  
Seattle, WA 98101  
www.usi.com  
Tel: 206.441.6300

## Letter of Intent

10/24/2024

Central Contra Costa Solid Waste Authority  
1850 Mt. Diablo Boulevard, Suite 320  
Walnut Creek, CA 94596

RE: Allied Waste Systems, Inc. dba Contra Costa Transfer  
Commercial Food Scraps Pre-Processing, Transfer and Transport Services Agreement  
with Central Contra Costa Solid Waste Authority

To Whom it May Concern:

We are writing to you at the request of Allied Waste Systems, Inc. dba Contra Costa Transfer. This principal has submitted a proposal to provide Commercial Food Scraps Pre-Processing, Transfer and Transport Services.

If a contract for this work is awarded to Allied Waste Systems, Inc. dba Contra Costa Transfer, \_\_\_\_\_, a surety licensed to conduct business in the State of California, has agreed to act as surety to issue the required Performance Bond.

Please let us know if you need anything further in this regard.

Sincerely,

[Attorney in Fact]  
Attorney-in-Fact  
USI Insurance Services

1839856.1

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**EXHIBIT L:  
GUARANTY AGREEMENT**

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## **EXHIBIT L: GUARANTY AGREEMENT**

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THIS GUARANTY (the "Guaranty") is given as of the 22nd Day of October, 2024.

THIS GUARANTY is made with reference to the following facts and circumstances:

- A. Allied Waste Systems, Inc. dba Contra Costa Transfer , hereinafter ("CONTRACTOR") is a corporation organized under the laws of the State of Delaware, all of the issued and outstanding stock of which is owned indirectly by Republic Services, Inc. (Guarantor).
- B. CONTRACTOR and the Central Contra Costa Solid Waste Authority ("AUTHORITY") have negotiated an Agreement for and Commercial Food Scraps Pre-Processing, Transfer and Transport Services, (hereinafter "Agreement"). A copy of this Agreement is attached hereto.
- C. It is a requirement of the Agreement, and a condition to the AUTHORITY entering into the Agreement, that Guarantor guaranty CONTRACTOR'S performance of the Agreement.
- D. Guarantor is providing this Guaranty to induce the AUTHORITY to enter into the Agreement.

NOW, THEREFORE, in consideration of the foregoing, Guarantor agrees as follows:

- 1. Guaranty of the Agreement. Guarantor hereby irrevocably and unconditionally guarantees to the AUTHORITY the complete and timely performance, satisfaction and observation by CONTRACTOR of each and every term and condition of the Agreement, which CONTRACTOR is required to perform, satisfy, or observe. In the event that CONTRACTOR fails to perform, satisfy or observe any of the terms and conditions of the Agreement, Guarantor will promptly and fully cause performance, satisfy or observe them in the place of CONTRACTOR or cause them to be performed, satisfied or observed. Guarantor hereby guarantees payment to the AUTHORITY of any damages, costs, or expenses which might become recoverable by the AUTHORITY from CONTRACTOR due to its breach of the Agreement.
- 2. Guarantor's Obligations Absolute. The obligations of the Guarantor hereunder are direct, immediate, absolute, continuing, unconditional, and unlimited, and with respect to any payment obligation of CONTRACTOR under the Agreement, shall constitute a guarantee of payment and not of collection. In any action brought against the Guarantor to enforce, or for damages for breach of, its obligations hereunder, the Guarantor shall be entitled to all defenses, if any, that would be available to CONTRACTOR in an action to enforce, or for damages for breach of, the Agreement (other than discharge of, or stay of proceedings to enforce, obligations under the Agreement under bankruptcy law).
- 3. Waivers. Except as provided herein the Guarantor shall have no right to terminate this Guaranty or to be released, relieved, exonerated or discharged from its obligations under this Guaranty for any reason whatsoever, including, without limitation: (1) the insolvency, bankruptcy, reorganization or cessation of existence of CONTRACTOR; (2) the actual or purported rejection by a trustee in bankruptcy of the Agreement, or any limitation on any claim in bankruptcy resulting from the actual or purported termination of the Agreement; (3) any waiver with respect to any of the obligations of the Agreement guaranteed hereunder or the impairment or suspension of any of the AUTHORITY'S rights or remedies against CONTRACTOR; or (4) any merger or consolidation of CONTRACTOR with any other corporation, or any sale, lease or transfer of any or all the assets of CONTRACTOR. Without limiting the generality of the foregoing, Guarantor hereby waives the rights and benefits under California Civil Code §2819.

Authority/Allied Waste Systems, Inc.

## EXHIBIT L: GUARANTY AGREEMENT

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The Guarantor hereby waives any and all benefits and defenses under California Civil Code §2846, 2849, and 2850 as may be amended from time to time, including without limitation, the right to require the AUTHORITY to (a) proceed against CONTRACTOR, (b) proceed against or exhaust any security or collateral the AUTHORITY may hold now or hereafter hold, or (c) pursue any other right or remedy for Guarantor's benefit, and agrees that AUTHORITY may proceed against Guarantor for the obligations guaranteed herein without taking any action against CONTRACTOR or any other guarantor or pledge or and without proceeding against or exhausting any security or collateral the AUTHORITY may hold now or hereafter hold. The AUTHORITY may unqualifiedly exercise in its sole discretion any or all rights and remedies available to it against CONTRACTOR or any other guarantor or pledge or without impairing the AUTHORITY'S rights and remedies in enforcing this Guaranty.

The Guarantor hereby waives and agrees to waive at any future time at the request of the AUTHORITY to the extent now or then permitted by law, any and all rights which the Guarantor may have or which at any time hereafter may be conferred upon it, by statute, regulation or otherwise, to avoid any of its obligations under, or to terminate, cancel, quit or surrender this Guaranty. Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not affect the liability of the Guarantor hereunder: (a) at any time or from time to time, without notice the Guarantor, performance or compliance herewith is waived; (b) any other of any provision of its Agreement indemnification with respect to CONTRACTOR'S obligations under the Agreement or any security therefore is released or exchanged in whole or in part or otherwise dealt with; or (c) any assignment of the Agreement is effected which does not require the AUTHORITY'S approval.

The Guarantor hereby expressly waives, diligence, presentment, demand for payment or performance, protest and all notices whatsoever, including, but not limited to, notices of non-payment or non-performance, notices of protest, notices of any breach or default, and notices of acceptance of this Guaranty. If all or any portion of the obligations guaranteed hereunder are paid or performed, Guarantor's obligations hereunder shall continue and remain in full force and effect in the event that all or any part of such payment or performance is avoided or recovered directly or indirectly from the AUTHORITY as a preference, fraudulent transfer or otherwise, irrespective of (a) any notice of revocation given by Guarantor or CONTRACTOR prior to such avoidance or recovery, and (b) payment in full of any obligations then outstanding.

4. Contractor's Defenses. Notwithstanding any other provision in this Guaranty, Guarantor shall have available to it any and all defenses that Contractor may have that arise from terms and provisions of the Agreement, as it may be amended from time to time, in any action to enforce this Guaranty.
5. Term. This Guaranty is not limited to any period of time, but shall continue in full force and effect until all of the terms and conditions of the Agreement have been fully performed or otherwise discharged and Guarantor shall remain fully responsible under this Guaranty without regard to the acceptance by the AUTHORITY of any performance bond or other collateral to assure the performance of CONTRACTOR'S obligations under the Agreement. Guarantor shall not be released of its obligations hereunder so long as there is any claim by

Authority/Allied Waste Systems, Inc.



## EXHIBIT L: GUARANTY AGREEMENT

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the AUTHORITY against CONTRACTOR arising out of the Agreement based on CONTRACTOR'S failure to perform which has not been settled or discharged.

No Waivers. No delay on the part of the AUTHORITY in exercising any rights under this Guaranty or failure to exercise such rights shall operate as a waiver of such rights. No notice to or demand on Guarantor shall be a waiver of any obligation of Guarantor or right of the AUTHORITY to take other or further action without notice or demand. No modification or waiver of any of the provisions of this Guaranty shall be effective unless it is in writing and signed by the AUTHORITY and by Guarantor, nor shall any waiver be effective except in the specific instance or matter for which it is given.

5. Attorney's Fees. In addition to the amounts guaranteed under this Guaranty, Guarantor agrees in the event of Guaranty's breach of its obligations including to pay reasonable attorney's fees and all other reasonable costs and expenses incurred by the AUTHORITY in enforcing this Guaranty, or in any action or proceeding arising out of or relating to this Guaranty, including any action instituted to determine the respective rights and obligations of the parties hereunder, providing the Authority is the prevailing party, otherwise, in all instances in which Guarantor is the prevailing party, Guarantor shall be entitled to recover from Authority its reasonable attorney's fees and reasonable costs and expenses incurred by the Guarantor in defending this Guaranty against the AUTHORITY.
6. Governing Law: This Guaranty is and shall be deemed to be a contract entered into in and pursuant to the laws of the State of California and shall be governed and construed in accordance with the laws of California without regard to its conflicts of laws, rules for all purposes including, but not limited to, matters of construction, validity, and performance. Guarantor agrees that any suit, action, and other proceeding brought by the AUTHORITY or other party to enforce this Guaranty may be brought and concluded in the courts of the State of California, in Santa Clara County or Federal District court for northern California, which shall have exclusive jurisdiction over such suit, action, or proceeding. Guarantor appoints the following Person as its agents for service of process in California: CT Corporation System.
7. Severability. If any portion of this Guaranty is held to be invalid or unenforceable, such invalidity will have no effect upon the remaining portions of this Guaranty, which shall be severable and continue in full force and effect.
8. Binding on Successors. This Guaranty shall inure to the benefit of the AUTHORITY and its successors and shall be binding upon Guarantor and its successors, including transferee(s) of substantially all of its assets and its shareholder(s) in the event of its dissolution or insolvency.
9. Authority. Guarantor represents and warrants that it has the corporate power and the authority to give this Guaranty, that its execution of this Guaranty has been authorized by all necessary action under its Article of Incorporation and By-Laws, and that the Person signing this Guaranty on its behalf has the authority to do so.
10. Notices. Notice shall be given in writing, deposited in the U.S. mail, registered or certified, first class postage prepaid, addressed as follows:

Authority/Allied Waste Systems, Inc.

**EXHIBIT L:  
GUARANTY AGREEMENT**

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To the AUTHORITY:                   Executive Director  
  Central Contra Costa Solid Waste Authority  
  1850 Mt. Diablo Blvd, Suite 320  
  Walnut Creek, CA 94596

with a copy to the AUTHORITY Attorney at the same address.

To the Guarantor:                Republic Services  
  Attn: Chief Legal Officer  
  18500 N. Allied Way  
  Phoenix Arizona 85054.

With a copy to the CONTRACTOR:

General Manager  
Contra Costa Transfer Station  
951 Waterbird Way  
Martinez, CA 94553

The parties may change the address to which notice is to be sent by giving the other party notice of the change.

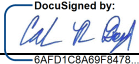
## EXHIBIT L: GUARANTY AGREEMENT

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IN WITNESS WHEREOF, the Guarantor has executed this Agreement as of the Day and year first above written.

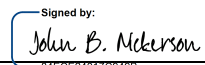
GUARANTOR:

Republic Services, Inc., a Delaware corporation

By:  \_\_\_\_\_  
6AFD1C8A69F8478...

Name: Calvin R. Boyd

Title: Treasurer

By:  \_\_\_\_\_  
84E0E24017C849B...

Name: John B. Nickerson

Title: Vice President

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**EXHIBIT M:**  
**CAPITAL REQUIREMENTS AND SPECIFICATIONS**

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## EXHIBIT M: CAPITAL REQUIREMENTS AND SPECIFICATIONS

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On-Road Equipment				
Description	Date Acquired	Quantity	Identification #	Remaining Life
Tractor 78	2015	1	1XPTDP9X9FD262691	16
Tractor 96	2019	1	1XPCDP0X3KD624778	20
Trailer 137	2022	1	1UNSD3926NS151244	28
Trailer 138	2023	1	1UNSD392XPS199106	29

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**EXHIBIT N:  
RESERVED**

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**EXHIBIT O:  
RESERVED**

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## **EXHIBIT P: LOAD CLASSIFICATION**

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In accordance with Section 5.1.B, prior to the Commencement Date, the Contractor, the Authority and/or the Franchised Collector and Designated Facilities will develop a mutually agreed upon Load classification plan that will be attached as Exhibit P.

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## **EXHIBIT Q: ALLOCATION METHODOLOGY**

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In accordance with Section 5.4.A, prior to the Commencement Date, the Contractor shall develop and secure written approval from the Authority on the Allocation Methodology that is consistent with Section 12.6 and will be attached as Exhibit Q.

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## **EXHIBIT R: DISASTER RESPONSE PLAN**

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In accordance with Section 7.4, prior to the Commencement Date, the Contractor shall develop and secure written approval from the Authority on the Disaster Response Plan that will be attached as Exhibit R.

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