

**SERVICE AGREEMENT**

**BETWEEN**

**CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY**

**AND**

**KELLER CANYON LANDFILL COMPANY**

**FOR**

**SOLID WASTE DISPOSAL SERVICES**

**OCTOBER 24, 2024**

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# TABLE OF CONTENTS

<b>RECITALS .....</b>	<b>1</b>
<b>ARTICLE 1 DEFINITIONS .....</b>	<b>3</b>
<b>ARTICLE 2 GRANT AND ACCEPTANCE OF EXCLUSIVE SERVICE RIGHTS.....</b>	<b>3</b>
2.1 Scope of Agreement.....	3
2.2 Scope Limitations and Exclusions .....	4
2.3 Change in Marketability of Materials.....	7
2.4 Change in Scope .....	7
2.5 Payment of Procurement Expenses .....	8
2.6 Obligation to Provide Service .....	8
2.7 No Guarantees of Materials Volume or Composition.....	10
2.8 References to Defined Terms .....	11
2.9 Subcontractors and Affiliates .....	11
<b>ARTICLE 3 REPRESENTATIONS AND WARRANTIES .....</b>	<b>12</b>
3.1 Of Contractor .....	12
3.2 Of the Authority.....	13
3.3 Of the Parties .....	13
<b>ARTICLE 4 TERM OF AGREEMENT .....</b>	<b>14</b>
4.1 Term .....	14
4.2 Notice to Terminate.....	14
<b>ARTICLE 5 MATERIAL ACCEPTANCE, TRANSFER, AND TRANSPORT SCOPE OF SERVICES .....</b>	<b>15</b>
5.1 Overview of Scope of Services.....	15
5.2 Material Acceptance and Rejection .....	15
5.3 Priority Tipping Service.....	16
5.4 Disposal Allocation Methodology .....	17
5.5 Reserved .....	17
5.6 Reserved .....	17
5.7 Reserved .....	17
5.8 Reserved .....	17
5.9 Facility Operations.....	17
<b>ARTICLE 6 DISPOSAL SCOPE OF SERVICES .....</b>	<b>18</b>
6.1 Reserved .....	18
6.2 Solid Waste Disposal.....	18
<b>ARTICLE 7 OTHER RELATED SERVICES.....</b>	<b>20</b>
7.1 Public Education and Outreach .....	20
7.2 Facility Tours.....	21

7.3	Billing.....	21
7.4	Provision of Emergency Services.....	22
7.5	Reserved.....	24
7.6	Generation, Characterization, and Pilot Studies.....	24
7.7	Reserved.....	24
7.8	Reserved.....	24
7.9	Reserved.....	24
7.10	Reserved.....	24
<b>ARTICLE 8 STANDARD OF PERFORMANCE.....</b>		<b>24</b>
8.1	General.....	24
8.2	Reserved.....	24
8.3	Days and Hours of Operation.....	24
8.4	Alternate Approved Facilities.....	25
8.5	Rejection of Unpermitted Waste and Excluded Waste.....	26
8.6	Permits.....	26
8.7	Traffic Control and Direction.....	27
8.8	Vehicle Turnaround Guarantee.....	27
8.9	Scale Operation.....	28
8.10	Reserved.....	30
8.11	Personnel.....	30
8.12	Equipment and Supplies.....	32
8.13	Compliance with Facility Rules.....	32
8.14	Reserved.....	32
8.15	Reserved.....	32
<b>ARTICLE 9 PAYMENTS TO THE AUTHORITY.....</b>		<b>32</b>
9.1	Payments to the Authority.....	32
9.2	Adjustment of Payments.....	33
9.3	Method of Payments.....	33
9.4	Timing of Payments and Penalties for Late Payments.....	33
9.5	Billing and Payment Audit.....	33
9.6	Reserved.....	34
<b>ARTICLE 10 CONTRACTOR’S COMPENSATION.....</b>		<b>34</b>
10.1	Overview.....	34
10.2	Process for Setting and Adjusting Tipping Fees.....	34
10.3	Tipping Fee Application Process.....	35
10.4	Special Tipping Fee Review.....	37
10.5	Adjustment to Tipping Fees for Changes in Scope.....	39
10.6	Coordination with Other Authority Contractors.....	39

**ARTICLE 11 REVIEW OF SERVICES AND PERFORMANCE ..... 39**

    11.1 Right to Enter Facility and Observe Operations ..... 39

    11.2 Performance Review ..... 40

**ARTICLE 12 RECORD KEEPING AND RECORDING ..... 40**

    12.1 General Record Keeping Provisions..... 40

    12.2 Review and Inspection ..... 41

    12.3 Retention of Records..... 41

    12.4 Other Information Requirements ..... 41

    12.5 Reporting..... 41

    12.6 Recycling and Disposal Reporting System Reporting ..... 42

    12.7 CERCLA Reporting..... 43

**ARTICLE 13 INDEMNIFICATION, INSURANCE, AND PERFORMANCE BOND ..... 44**

    13.1 General Indemnification..... 44

    13.2 Hazardous Substance Indemnification ..... 44

    13.3 CalRecycle Indemnification ..... 45

    13.4 Environmental Indemnity ..... 45

    13.5 Insurance..... 45

    13.6 Performance Bond..... 48

**ARTICLE 14 BREACH, DEFAULT, REMEDIES, AND TERMINATION ..... 48**

    14.1 Events of Breach ..... 48

    14.2 Contractor’s Right to Remedy Breach ..... 49

    14.3 Acts Necessary to Perform Service ..... 50

    14.4 Event of Default..... 50

    14.5 Event of Default Not Curable ..... 51

    14.6 Authority’s Remedies in the Event of Default ..... 51

    14.7 Specific Performance ..... 52

    14.8 Authority’s Remedies Cumulative ..... 52

    14.9 Liquidated Damages..... 52

    14.10 Excuse from Performance ..... 53

    14.11 Right to Demand Assurances of Performance..... 53

    14.12 Waiver of Defenses ..... 54

    14.13 Guaranty of Contractor's Performance ..... 54

**ARTICLE 15 RESOLUTION OF DISPUTES ..... 54**

    15.1 Cooperation and Disputes Between Contractors..... 54

    15.2 Informal Resolution..... 55

    15.3 Mediation..... 55

    15.4 Pendency of Dispute ..... 55

**ARTICLE 16 OTHER AGREEMENTS OF PARTIES ..... 55**

16.1 Relationship of Parties..... 55

16.2 No Third Party Beneficiaries ..... 55

16.3 Compliance with Law..... 55

16.4 Governing Law ..... 56

16.5 Jurisdiction ..... 56

16.6 Notice to Parties ..... 56

16.7 Assignment and Transfer of Agreement ..... 56

16.8 Transition to Next Contractor..... 58

16.9 Compliance Audit..... 59

16.10 Binding on Successors ..... 59

16.11 Non-Waiver..... 59

**ARTICLE 17 MISCELLANEOUS PROVISIONS ..... 59**

17.1 Entire Agreement..... 59

17.2 Amendment ..... 59

17.3 Section Headings ..... 59

17.4 References to Laws..... 59

17.5 Interpretation ..... 59

17.6 Severability ..... 60

17.7 Further Assurance ..... 60

17.8 Counterparts..... 60

17.9 Exhibits..... 60

17.10 The Authority's Right to Make Administrative Changes ..... 60

17.11 Electronic Signatures..... 60

17.12 Actions of the Authority in its Governmental Capacity ..... 61

## **LIST OF EXHIBITS**

Exhibit A: Defined Terms

Exhibit B: Service Area

Exhibit C: List of Allowable Recyclable Materials, Commingled Organics, and Commercial Food Scraps

Exhibit D: Reporting Requirements

Exhibit E: Tipping Fee Adjustment Methodology

Exhibit E-1: Contractor's Initial Tipping Fees

Exhibit F: Liquidated Damages

Exhibit G: Contractor's Proposal

Exhibit H: Approved Affiliates and Subcontractors

Exhibit I: Labor Agreements

Exhibit I-1: Safety Training

Exhibit J: Iran Contracting Certification

Exhibit K: Performance Bond

Exhibit L: Guaranty Agreement

Exhibit M: Reserved

Exhibit N: Reserved

Exhibit O: Reserved

Exhibit P: Reserved

Exhibit Q: Allocation Methodology

Exhibit R: Disaster Response Plan

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**SERVICE AGREEMENT  
BETWEEN  
CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY  
AND  
KELLER CANYON LANDFILL COMPANY  
FOR  
SOLID WASTE DISPOSAL SERVICES**

This Service Agreement for Solid Waste Disposal Services (“Agreement”) is entered into on the 24<sup>th</sup> Day of October, 2024, by and between the Central Contra Costa Solid Waste Authority, a Joint Powers Authority (hereinafter, “Authority”), and Keller Canyon Landfill Company, a California corporation, dba Keller Canyon Landfill (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, Composting, 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 Disposal of Solid Waste 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 Disposal 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 Dispose of;

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 Dispose of Solid Waste generated within the Service Area. Subject to the limitations in Section 2.2 and except where otherwise prohibited by Federal, State, and local laws and regulations, the Contractor shall exclusively be responsible for each of the following:

- A. Reserved.
- B. Reserved.
- C. Reserved.
- D. Reserved.
- E. Accepting and Disposing of Solid Waste at the Approved Disposal Facility.
- F. Accepting the Authority's Mixed Waste Processing Residue at the Approved Disposal Facility.
- 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 performance of this 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 Franchised Materials. The Contractor shall not engage in the Transfer of any Franchised Materials. The Contractor acknowledges that this service is managed under a separate agreement between the Authority and the Transfer Contractor.
4. Composting Commingled Organics, Yard Trimmings, and Composting and/or Anaerobically Digesting Commercial Food Scraps. 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. The Contractor acknowledges that this service is managed under a separate agreement between the Authority and the Transfer 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. Pre-Processing Commercial Food Scraps. The Contractor shall not engage in the Pre-Processing of Commercial Food Scraps. The Contractor acknowledges that this service is managed under a separate agreement between the Authority and the Transfer Contractor.
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. Reserved.
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 Dispose of 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. Reserved.
- 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.

## **2.5 Payment of Procurement Expenses**

In exchange for the grant of this Agreement, Contractor agrees to pay Sixty-Nine Thousand Dollars (\$69,000) 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 Disposal of Solid Waste 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 Solid Waste, or Mixed Waste Processing Residue (if Mixed Waste Processing is implemented), Delivered to the Contractor during the Term of the Agreement. The Parties acknowledge that the quantity and composition of Solid Waste, or Mixed Waste Processing Residue (if Mixed Waste Processing is implemented), 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 Disposal 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, the Contractor shall demonstrate compliance with the requirements of this Section 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. The Authority shall not unreasonably withhold the Authority's approval for Contractor to subcontract to an Affiliate. 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 Disposal Facility, or other location(s) approved by the Authority, for the purposes of Disposing of all Solid Waste and Mixed Waste Processing Residue (if Mixed Waste Processing is implemented) 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, Transfer Contractor, Recyclables Contractor, Organics 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 (and Mixed Waste Processing is implemented during the term) 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 specified materials under this Agreement. The Authority shall enter into an agreement with the Transfer Contractor that requires the Delivery of all Solid Waste and Mixed Waste Processing Residue (if Mixed Waste Processing is implemented) to the Approved Disposal Facility.

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

- A. **Material Acceptance.** The Contractor shall Accept at the Approved Disposal Facility all Solid Waste Collected in the Service Area by Franchised Collector. The Contractor shall safely and lawfully Dispose all Solid Waste. Upon commencement of Mixed Waste Processing, if implemented during the Term, Contractor shall also Accept Residue from the Mixed Waste Contractor.
- B. **Reserved.**
- C. **Reserved.**
- D. **Capacity.** The Contractor warrants that as of the Commencement Date it has sufficient Disposal Facility capacity at the Approved Disposal Facility to receive and Dispose of the Authority's Solid Waste and Mixed Waste Processing Residue (if Mixed Waste Processing is implemented), throughout the Term and that it shall maintain that Disposal Facility capacity through the Term (including any extension).
- E. **Responsibility for Materials.** Once the Transfer Contractor Delivers Solid Waste or Mixed Waste Processing Residue (if Mixed Waste Processing is implemented) to the Approved Disposal Facility and such materials are Accepted by the Contractor, ownership and the right to possession of the Solid Waste or Mixed Waste Processing Residue (if Mixed Waste Processing is implemented) will transfer directly from the Transfer Contractor or other Person designated to Deliver Solid Waste or Mixed Waste Processing Residue (if Mixed Waste Processing is implemented) 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. **Reserved.**

#### **5.2 Material Acceptance and Rejection**

- A. **Inspection.** In accordance with Section 8.5, 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 Disposal 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 Disposal 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 Disposal 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 Disposal Facility. The Transfer Contractor shall have the same corresponding obligations to the Contractor under the terms of the Transfer Contractor’s agreement.

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

In the event that the Transfer Contractor repeatedly Delivers Unpermitted Waste and/or Excluded Waste, the Contractor may request to meet and confer with the Transfer Contractor and the Authority to discuss the issue and identify a mutually agreeable plan and corresponding obligation for the Transfer Contractor 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 Disposal Facility.

- D. **Reserved.**
- E. **Reserved.**

### 5.3 Priority Tipping Service

- A. **General.** The Contractor has agreed to provide the Authority’s Transfer Contractor a dedicated tipper at the Approved Disposal Facility throughout the Term of the Agreement, in accordance with this section. B. **Transfer Load Minimum.** The Contractor and the Authority acknowledge the Authority’s Transfer Contractor, as of the Effective Date of this Agreement, is Delivering approximately twenty (20) Transfer Loads to the Contractor that are not materials from the Service Area. As the Authority’s Solid Waste may be mixed with other solid waste prior to Delivery to the Contractor’s Approved Disposal Facility, the Contractor shall prioritize all of the Transfer Contractor’s Loads that contain the Authority’s Solid Waste in “possum belly” Transfer trailers on one (1) of the two (2) trailer tippers at the Approved Disposal Facility, provided that the Transfer Contractor maintains a minimum of forty (40)



Transfer Loads per Day, on a monthly average. If the Transfer Contractor falls below this minimum for one (1) month, the Contractor agrees to resume providing the Transfer Contractor priority use of one (1) of the two (2) trailer tippers during the next month and the Contractor shall promptly notify the Authority. If the Transfer Contractor falls below this minimum for a period of two (2) or more consecutive months following notice to the Authority, or more than three (3) months in a rolling twelve (12) month period, the Contractor and the Authority shall meet and confer to discuss whether the number of Loads Delivered by the Transfer Contractor that contain the Authority's Solid Waste is anticipated to be temporary or permanent and shall discuss whether an adjustment to the minimum number of Loads is warranted, subject to the mutual agreement of the Parties. If the Parties are unable to mutually agree on an adjustment to the minimum number of Loads, the Contractor may be permitted to rescind the prioritization of the tipper.

#### 5.4 Disposal Allocation Methodology

- A. **Disposal Allocation.** Prior to the Commencement Date, the Contractor shall prepare an Allocation Methodology plan 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 Solid Waste Disposal 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 Solid Waste Disposal Allocation Methodology shall be used throughout the Term to accurately allocate the Authority's share of the total Solid Waste Disposed at the Approved Disposal Facility. The Contractor shall not change the Disposal Allocation Methodology calculation method without prior written approval from the Authority.

5.5 Reserved

5.6 Reserved

5.7 Reserved

5.8 Reserved

#### 5.9 Facility Operations

The Contractor shall provide Disposal services at the Approved Disposal 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 Disposal 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 Solid Waste and Mixed Waste Processing Residue (if Mixed Waste Processing is implemented) 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 Disposal Facility users, visitors, and employees.
- E. Accepting Solid Waste and Mixed Waste Processing Residue (if Mixed Waste Processing is implemented) Delivered by Transfer Contractor from the Service Area.
- F. Safely managing the Solid Waste and Mixed Waste Processing Residue (if Mixed Waste Processing is implemented) Accepted at the Approved Disposal 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.
- H. Reserved
- I. Reserved
- J. Reserved
- K. Reserved
- L. Reserved
- M. Reserved
- N. Reserved
- O. Upon commencement of Mixed Waste Processing, if implemented during the Term, Accepting and Disposing of Mixed Waste Processing Residue that is solely attributable to the Authority from the designated Mixed Waste Processing Facility at the Approved Disposal Facility.

## **ARTICLE 6 DISPOSAL SCOPE OF SERVICES**

### **6.1 Reserved**

### **6.2 Solid Waste Disposal**

- A. **General.** At the Approved Disposal Facility, the Contractor shall receive, Accept, and safely and lawfully Dispose of Solid Waste Collected in the Service Area by Franchised Collector and Delivered to the Approved Disposal Facility from the Transfer Contractor's Transfer Facility.
- B. **Capacity.** The Contractor warrants that as of the Commencement Date it has Landfill capacity at the Approved Disposal Facility to Dispose of the Authority's Solid Waste and Mixed Waste Processing Residue (if Mixed Waste Processing is implemented) throughout the Term and that it shall maintain that capacity through the Term.
- C. **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.

- D. **Disposal Operations.** The Contractor shall provide Disposal services at the Approved Disposal 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:
1. Operating, managing, and maintaining the Solid Waste fill areas, including the placement, burying, and compaction of Solid Waste in the refuse fill areas; stockpiling, placement, and compaction of daily cover, intermediate cover, and final cover; and, management of fill operations with regard to fill sequencing, side slopes configuration, and working face location and configuration.
  2. Providing, operating, and maintaining all equipment, rolling stock, and supplies necessary for operations, Landfill Closure, Post-Closure, and environmental monitoring.
  3. Operating, maintaining, and managing leachate and landfill gas management systems, groundwater monitoring and management systems, storm water drainage and control systems, treatment facilities, buildings, on-site roadways, utilities, and any other required Facility elements.
  4. Accepting Delivery of Solid Waste from the Transfer Contractor's Transfer Facility.
  5. Operating and maintaining the scale house and scale system and weighing Solid Waste Delivered from the Transfer Contractor's Transfer Facility in accordance with Section 8.9.
  6. Directing on-site traffic to appropriate unloading areas in accordance with Section 8.7 and providing a safe working environment for Approved Disposal Facility Users, visitors, and employees.
  7. Safely managing the Solid Waste and Mixed Waste Processing Residue (if Mixed Waste Processing is implemented) Accepted at the Approved Disposal Facility, including, but not limited to, meeting requirements of Section 5.2.
  8. Implementing Unpermitted Waste, Excluded Waste, and Hazardous Substance screening, identification, and prevention protocol. The Contractor shall not knowingly place Unpermitted Waste and/or Excluded Waste in the fill area of the Approved Disposal Facility.
  9. Abstaining from use of the Authority's Solid Waste and Mixed Waste Processing Residue (if Mixed Waste Processing is implemented) for Beneficial Reuse Purposes unless the Contractor receives prior written approval from the Authority.
- E. **Landfill Closure and Post-Closure.** The Contractor shall safely operate, maintain, and manage (including fulfillment of State funding requirements) the Approved Disposal Facility in compliance with Applicable Law, not only during the Term but also thereafter until and during the Approved Disposal Facility Closure and Post-Closure period(s). The Contractor is solely responsible, operationally and financially, for:
1. The appropriate Landfill Closure and Post-Closure activities of the Approved Disposal Facility.
  2. The establishment and funding of any reserve funds required by Applicable Law for the purposes of providing funds for the payment of costs of Landfill Closure of the Approved Disposal Facility (or any cell within the Approved Disposal Facility) or Post-

Closure activities relating to the Approved Disposal Facility. The Contractor shall not hold the Authority responsible for paying any deficiencies in required reserves. In addition, the Contractor shall not hold the Authority responsible for making any payments if actual Landfill Closure and Post-Closure costs relating to the Approved Disposal Facility exceed the amounts reserved by the Contractor for that purpose. This obligation survives expiration or termination of this Agreement.

## **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:

- 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 Solid Waste and Mixed Waste Processing Residue (if Mixed Waste Processing is implemented). 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 Solid Waste or Mixed Waste Processing Residue (if Mixed Waste Processing is implemented) from the Service Area Accepted by the Contractor multiplied by the Tipping Fee for Solid Waste and Mixed Waste Processing Residue (if Mixed Waste Processing is implemented) in the subject calendar month. Tipping Fees for Disposal shall be based on the weight of inbound materials Delivered.
1. In accordance with Section 5.2, the Contractor shall also be permitted to bill the Transfer Contractor 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 Transfer Contractor following notice to the Transfer Contractor.
- 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 Solid Waste or Mixed Waste Processing Residue (if Mixed Waste Processing is implemented) from the Service Area Accepted by the Contractor subject to the 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 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 Transfer and Disposal 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 Disposal 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 an 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 an 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 Disposal 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 Transfer and Disposal requirements shall be addressed as a change in scope in accordance with Section 2.4.

**7.5 Reserved**

**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 and/or Disposed. 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 Reserved**

**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. 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 Reserved**

**8.3 Days and Hours of Operation**

- A. **Reserved.**
- B. **Approved Disposal Facility.** The Contractor shall operate the Approved Disposal Facility for the receipt of the Authority’s Solid Waste in accordance with the Days and hours of operation set forth below. At a minimum, Contractor shall Accept Solid Waste Monday through Friday from 7:00 a.m. to 3:30 p.m. and 7:00 a.m. to 3:30 p.m. on Saturdays. The Contractor may not change the specific times or reduce the total number of hours during which the Contractor Accepts the Authority’s Solid Waste 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.



- C. **Holiday Schedule.** The Contractor may request approval from the Authority to not Accept and Dispose 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, the Transfer Contractor, and the Reuse Contractor.

#### 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 Disposal Facility. Contractor 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 and Dispose of Solid Waste and Mixed Waste Processing Residue (if Mixed Waste Processing is implemented), to an Approved Alternate Facility 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 Solid Waste and Mixed Waste Processing Residue (if Mixed Waste Processing is implemented) 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 Solid Waste and Mixed Waste Processing Residue (if Mixed Waste Processing is implemented) 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 Approved 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 Solid Waste and Mixed Waste Processing Residue (if Mixed Waste Processing is implemented) for reasons other than Uncontrollable Circumstances, following Authority approval given in the Authority's sole discretion, Contractor shall:
1. Perform services at another Disposal 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 Transfer Contractor in Delivering the Authority's Solid Waste and Mixed Waste Processing Residue (if Mixed Waste Processing is implemented) to the other Disposal Facility.
  2. Arrange for the Authority's Solid Waste and Mixed Waste Processing Residue (if Mixed Waste Processing is implemented) to be Disposed at another Disposal Facility not owned by it or an Affiliate, in which case Contractor shall pay any difference in the fees charged at that Disposal facility plus any additional Transportation costs incurred by the Transfer Contractor 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 Solid Waste and Mixed Waste Processing Residue (if Mixed Waste Processing is implemented) at the Approved Disposal 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. 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 Disposal Facility, 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 Disposal Facility.** In the event that Load checkers and/or equipment operators at Approved Disposal Facility identify Unpermitted Waste and/or Excluded Waste in the Loads Delivered by Transfer Contractor, 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 Transfer Contractor 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 Transfer Contractor, 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 Disposal Facility required for vehicles Delivering the Authority's Solid Waste and Mixed Waste Processing Residue (if Mixed Waste Processing is implemented) to safely and efficiently access and use the Approved Disposal 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 Disposal Facility in a clean and readable condition. The Contractor shall provide and maintain signs for the convenience of Persons using the Approved Disposal Facility and to facilitate safe and efficient traffic flow at the Approved Disposal Facility.

## 8.8 Vehicle Turnaround Guarantee

- A. **General.** The Contractor shall maintain a maximum vehicle turnaround time for the Transfer Contractor Delivery of Solid Waste and Mixed Waste Processing Residue (if Mixed Waste Processing is implemented) to the Approved Disposal Facility.
- B. **Guaranteed Vehicle Turnaround Time.** The maximum vehicle turnaround time shall be no more than thirty (30) minutes for any Transfer Contractor vehicle, excluding instances where a Transfer Contractor driver exits the vehicle, instances where the Transfer Contractor Delivered materials to the Approved Disposal Facility that were spaced out by fewer than fifteen minutes (15) that are documented by scale tickets, 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 Approved Disposal Facility to the vehicle leaving the Approved Disposal Facility property and crossing the scales. The Contractor shall operate the Approved Disposal Facility so that all Transfer Contractor vehicles are processed, unloaded, and exited from the Approved Disposal Facility property within the maximum vehicle turnaround time. In accordance with Section 5.3, if the Contractor rescinds the availability of a priority tipper for use by the Transfer Contractor, the maximum turnaround time shall be no more than forty-five (45) minutes for any Transfer Contractor vehicle, excluding instances where a Transfer Contractor driver exits the vehicle, instances where the Transfer Contractor Delivered materials to the

Approved Disposal Facility that were spaced out by fewer than twenty (20) minutes that are documented by scale tickets, or instances where the vehicle turnaround was impacted by Uncontrollable Circumstances. Further, if the Transfer Contractor no longer has use of a priority tipper at the Approved Disposal Facility and the Disposal cell being used by the Contractor on the Commencement Date is replaced with a new Disposal cell that is expected to increase the turnaround time by more than twenty percent (20%), the Parties agree to meet and confer to discuss an adjustment to the turnaround guarantee.

- C. **Supporting Documentation.** The Transfer Contractor 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 Transfer Contractor shall include the date and time of the incident, identification of the vehicle in question, a statement that indicates the Transfer Contractor 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 may conduct on-site surveys to verify compliance with the guaranteed vehicle turnaround times for Transfer Contractor vehicles. The Contractor acknowledges that the Authority may also use records provided by Transfer Contractor for Transfer Contractor 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 Transfer Contractor vehicle times (such as a system that uses RFID vehicle tags and RFID readers). Such system shall not inconvenience the Transfer Contractor or the Authority nor delay Transfer Contractor vehicles from arriving at and departing from the Approved Disposal 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 Transfer Contractor vehicle(s), scale house records, or other documented timestamp of the Transfer Contractor arrival and departure times from the Approved Disposal Facility. The Contractor's evidence shall be presented no later than ten (10) Business Days after receipt of Transfer Contractor or the Authority's written notice of complaint(s). The Authority shall review both Contractor and Transfer Contractor 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 Disposal Facility. The Contractor shall maintain at least two State-certified motor vehicle scales at each Approved Disposal 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 and outbound Transfer Vehicles Transporting Solid Waste and Mixed Waste Processing Residue (if Mixed Waste Processing is implemented). 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 Transfer Contractor 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 Transfer Contractor 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 Disposal 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 Solid Waste and Mixed Waste Processing Residue (if Mixed Waste Processing is implemented) Delivered to and Accepted at the Approved Disposal Facility by utilizing the arithmetic average of each vehicle's recorded Tons of that specific type of Solid Waste and Mixed Waste Processing Residue (if Mixed Waste Processing is implemented) Delivered on its preceding three (3) Deliveries, on the same Day of the week, to the Approved Disposal 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 Solid Waste and Mixed Waste Processing Residue (if Mixed Waste Processing is implemented) to the Approved Disposal 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 Disposal Facility, the Contractor shall weigh and record inbound weights of all Transfer Contractor vehicles Delivering Solid Waste and Mixed Waste Processing Residue (if Mixed Waste Processing is implemented), when the vehicles arrive at the Approved Disposal Facility, and weigh and record outbound weights of

Transfer Contractor vehicles for which the Contractor does not maintain tare weight information. The Contractor shall provide each driver a receipt showing the date, time, and quantity of materials that the vehicle Delivered to the Approved Disposal 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 Reserved**

**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 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 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 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 Disposal 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

Contractor shall observe and comply with all regulations in effect at the Approved Facilities and shall cooperate with the operators thereof with respect to Acceptance of Solid Waste and Mixed Waste Processing Residue (if Mixed Waste Processing is implemented), 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

### 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, Commercial Food Scraps Contractor, Reuse Contractor, Transfer 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 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 within thirty (30) Days after the date the Contractor receives payment of Tipping Fees from the Authority. All payments shall be paid by check or electronic payment method accepted by the Authority. If any of the payments specified in this Article are not paid to the Authority within thirty (30) Days as described above, Contractor shall be liable for administrative charges to the Authority, 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.

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; 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 valued at one percent (1%) or more of Contractor's prior year annual revenues under this Agreement, in addition to compensating the Authority for lost payments and applicable delinquency penalties, Contractor shall reimburse the Authority's cost of the review.

## 9.6 Reserved

# 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.

## 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.
  1. **Solid Waste Disposal Tipping Fee.** The Solid Waste Disposal Tipping Fee shall be \$48.03 per Ton and shall include each of the following components, which Contractor shall use when calculating the adjustment in Section 10.2.C below. The Solid Waste Disposal Tipping Fee shall be Contractor's compensation for the direct services provided under Sections 6.2 and all other obligations and services of Contractor under this Agreement.
    - a. Solid Waste Disposal Tipping component: \$35.75 per Ton

- b. Solid Waste Disposal Pass-Through Tipping component: \$12.28 per Ton
- C. **Annual Adjustment.** The Tipping Fees shall be adjusted annually, upon verification for accuracy approval 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. Adjusted Solid Waste Disposal Tipping Fee. The adjusted Solid Waste Disposal 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.1.a through 10.2.C.1.b.
    - a. **Solid Waste Disposal Tipping Component.** The adjusted Solid Waste Disposal Tipping component shall be calculated as follows:  
  
 adjusted component = current component x (1 + Annual Percentage Change in the CPI-U)
    - b. **Solid Waste Disposal Pass-Through Tipping Component.** The Solid Waste Disposal Pass-Through Tipping component shall only be adjusted for actual changes in Governmental Fees and/or Authority Reimbursements and subject facilities as evidenced by documentation from the entity imposing the Governmental Fees or as required by the Authority pursuant to Section 9.1. In the event that Governmental Fees 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.

### 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.

- B. **Authority Review of Application.** The Executive Director shall review 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 dates 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 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. Cost Savings to the Authority. Instances where Contractor’s capital investment or operational efficiencies demonstrate a result in savings to the Authority.
  6. Reserved.
  7. Reserved.
- 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 increases 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 Solid Waste.
  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 Disposal 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 ratepayers and obligations to each of its contractors within its interdependent system from Collection through Delivery to Designated Facility(ies), including Solid Waste 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 Disposal 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 Solid Waste Disposal Tonnage among the Contractor's operations at the Approved Disposal Facility, 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 Tonnes disposed at its Approved Disposal 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 Solid Waste Disposal Tonnage among the Contractor's operations at the Approved Disposal Facility reporting in RDRS. The Authority understands the Contractor is reliant on the Transfer Contractor to provide the jurisdiction of origin data for all Franchised Materials Delivered by the Transfer Contractor and Accepted by Contractor at Contractor's Approved Disposal Facility and requires the following from its Transfer Contractor:

- 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 Transfer Contractor's Transfer Facility. The data provided by the Franchised Collector must reconcile to inbound weight data, by material type, provided by the Transfer 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 Solid Waste and Mixed Materials if Mixed Waste Processing is implemented) 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 Solid Waste and Mixed Materials if Mixed Waste Processing is implemented) 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 from the Transfer Contractor's Transfer Facility, where Loads of Solid Waste and Mixed Materials if Mixed Waste Processing is implemented) 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 Solid Waste and Mixed Waste Processing Residue (if Mixed Waste Processing is implemented) 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 Disposal Facility. Pollution Legal Impairment 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, the 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 the 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 One Million Dollars (\$1,000,000) 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 Disposal Standards.** The Contractor materially contributes to a failure or fails to achieve the Disposal 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 6.2.B.
- 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 Transfer Collector or the Authority to the Contractor of an instance of Contractor's failure to meet the turnaround guarantee for any one (1) Transfer 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 may receive thirty (30) Days or 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 Disposal 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 Disposal 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 (1) 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 Disposal 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 Transfer Contractor 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. Contractor 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  
Keller Canyon Landfill Company  
901 Bailey Road  
Pittsburg, CA 94565

## 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,

Authority/Keller Canyon Landfill Company



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 in the amount specified below to the Authority and shall pay for the Authority's 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, 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 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 Disposal 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 Board 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, Commercial Food Scraps Contractor, Transfer Contractor, Reuse 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 to be signed by both Parties 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 amendment made in accordance with this Section.

## **17.11 Electronic Signatures**

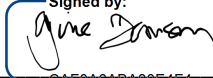
The Parties hereby agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement, or such other documents, are the same as handwritten signatures for the purposes of validity, enforceability,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

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

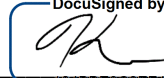
Nothing herein shall be interpreted as limiting the right of the Contractor to bring any legal action against the Authority arising out of any act or omission of the Authority in its governmental or regulatory capacity.

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

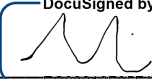
**Authority**

Signed by:  
  
By: \_\_\_\_\_  
CAFOA0ABA80E4F4...  
Board Chairperson  
Gina Dawson  
Printed name

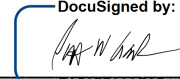
**CONTRACTOR**

DocuSigned by:  
  
By: \_\_\_\_\_  
124BBE0C2EF4407...  
Area President  
Kevin Divincenzo  
Printed name

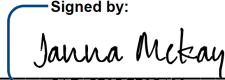
**Approved as to Form:**

DocuSigned by:  
  
By: \_\_\_\_\_  
EC98216F05FA4DB...  
Authority Legal Counsel  
Deborah L. Miller  
Printed name

**Approved as to Form:**

DocuSigned by:  
  
By: \_\_\_\_\_  
E35677900E8744C...  
Contractor Legal Counsel  
Scott Gordon  
Printed name

**Attest:**

Signed by:  
  
By: \_\_\_\_\_  
5AE1579DF735493...  
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 Solid Waste Disposal 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.

**“Alternative Daily Cover (ADC)”** means cover material used at a Disposal Site, other than at least six (6) inches of earthen material, placed on the surface of the active face of the refuse fill area at the end of each operating Day to control blowing Litter, fires, odor, scavenging, and vectors; or, means materials used as soil amendments for erosion control and landscaping.

**“Alternative Intermediate Cover (AIC)”** means CalRecycle-approved materials other than soil used at a landfill on all surfaces of the fill where no additional Solid Waste will be deposited within one hundred and eighty (180) Days. Generally, these materials must be processed so that they do not allow gaps in the face surface, which would provide breeding grounds for insects and vermin.

**“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,

## EXHIBIT A: DEFINED TERMS

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Transfer, Transport, Processing, Composting, 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 Landfill at 9999 S Austin Rd, Manteca, CA 95336, which is owned and operated by Republic Services and that shall serve as a back-up facility for the Approved Disposal Facility in the event the Approved Disposal Facility is unavailable.

**“Approved Disposal Facility”** means the Keller Canyon Landfill at 901 Bailey Rd, Pittsburg, CA 94565, which is owned and operated by the Keller Canyon Landfill Company d/b/a Republic Services. The Approved Disposal Facility shall serve as the primary Disposal Facility for Solid Waste under this Agreement. For the purpose of this Agreement, the Approved Disposal Facility shall also include the Approved Alternate Facility(ies) where the collective reference to the facilities is most appropriate.

**“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.

**“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, Commercial Food Scraps Contractor, Reuse Contractor, Transfer 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).

**“Beneficial Reuse”** means use of material for beneficial reuse at a Disposal Site, which shall include, but not be limited to, the following: Alternative Daily Cover, Alternative Intermediate Cover, final cover foundation layer, liner operations layer, leachate and landfill gas collection system, construction fill, road base, wet weather operations pads and access roads, and soil amendments for erosion control and landscaping.

## **EXHIBIT A: DEFINED TERMS**

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**“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.

**“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, Composting, 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.

## **EXHIBIT A: DEFINED TERMS**

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**“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).

**“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.

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

**“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 may also mean Commingled Organics and Commercial Food Scraps that are commingled at the Transfer Contractor’s Transfer Facility / Organics Contractor’s Composting Facility. 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.

## EXHIBIT A: DEFINED TERMS

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**“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 Pre-Processing Facility or Designated Anaerobic Digestion Facility as identified in Exhibit C; (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 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 Keller Canyon Landfill Company, a California corporation, dba Keller Canyon Landfill 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 CUUSS49BSA0, 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.

## EXHIBIT A: DEFINED TERMS

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**“Customer”** means the Person receiving Residential or Commercial Collection services for Franchise 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 Transfer Contractor 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 Commercial Food Scraps Pre-Processing Facility”** means the Contra Costa Transfer Station located at the Commercial Food Scraps Contractor’s Facility at 951 Waterbird Way, Martinez, California, which is owned and operated by Allied Waste Systems, Inc. dba Contra Costa Transfer. For the purpose of this Agreement, the Designated Commercial Food Scraps Pre-Processing Facility shall also include the Commercial Food Scraps Contractor’s approved alternate facility(ies).

**“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).

**“Designated Facility(ies)”** means any one (1) or combination of the Designated Anaerobic Digestion Facility, Designated Recyclable Materials Processing Facility, Designated Composting Facility, Designated Pre-Processing Facility, and Designated Transfer 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.

Authority/Keller Canyon Landfill Company

## **EXHIBIT A: DEFINED TERMS**

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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 alternate 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.

**"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.



## EXHIBIT A: DEFINED TERMS

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**“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 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, the Transfer 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.

## **EXHIBIT A: DEFINED TERMS**

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**“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.

**“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.

## **EXHIBIT A: DEFINED TERMS**

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**“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 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, 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.

**“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.

## **EXHIBIT A: DEFINED TERMS**

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

**“Landfill Closure”** means closure of the Approved Disposal Facility or portions of the Approved Disposal Facility in accordance with Applicable Law, including all planning, design, regulatory approvals, plan implementation, construction, and monitoring.

**“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).

**“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.

**“Litter”** means any quantity of Discarded Material that has been improperly discarded or that has migrated by wind or equipment away from the operations area or escaped from Collection or Transfer Vehicles during loading or Transport. Litter includes, but is not limited to, convenience food, beverage, and other product packages or containers constructed of steel, aluminum, glass, paper, plastics, and other natural and synthetic materials thrown or deposited on land and/or water.

**“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 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.

## **EXHIBIT A: DEFINED TERMS**

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**“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, including 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 an 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 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.

## EXHIBIT A: DEFINED TERMS

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**“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.

**“Post-Closure”** means those activities after Landfill Closure of an Approved Disposal Facility or portions of an Approved Disposal Facility in accordance with Applicable Law, including all maintenance and monitoring.

**“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.

**“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 . Recyclable Materials are those materials that are separated from Solid Waste by Generators and set out in accordance with the Authority’s Collection program. Recyclable Materials do

## EXHIBIT A: DEFINED TERMS

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not include Unpermitted Waste, Excluded Waste, or other Franchised Materials. Recyclable Materials include 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. 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 Recyclables Contractor within thirty (30) Days after the effectiveness of the contract with the initial Recyclables Contractor and, upon any change in the Designated Recyclable Materials Processing Facility and/or Recyclables Contractor.

**"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.

**"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

## EXHIBIT A: DEFINED TERMS

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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.

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.



## EXHIBIT A: DEFINED TERMS

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

**“Special Rate Adjustment”** means an adjustment to the Maximum Rates in addition to or at a time other than when periodic adjustments of Maximum Rates are made under this Agreement pursuant to Section 10.4.

**“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.

## **EXHIBIT A: DEFINED TERMS**

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**“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
- 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

## EXHIBIT A: DEFINED TERMS

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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 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).

## **EXHIBIT A: DEFINED TERMS**

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**“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.
- 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.

## **EXHIBIT A: DEFINED TERMS**

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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, stored, 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 Disposal 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.

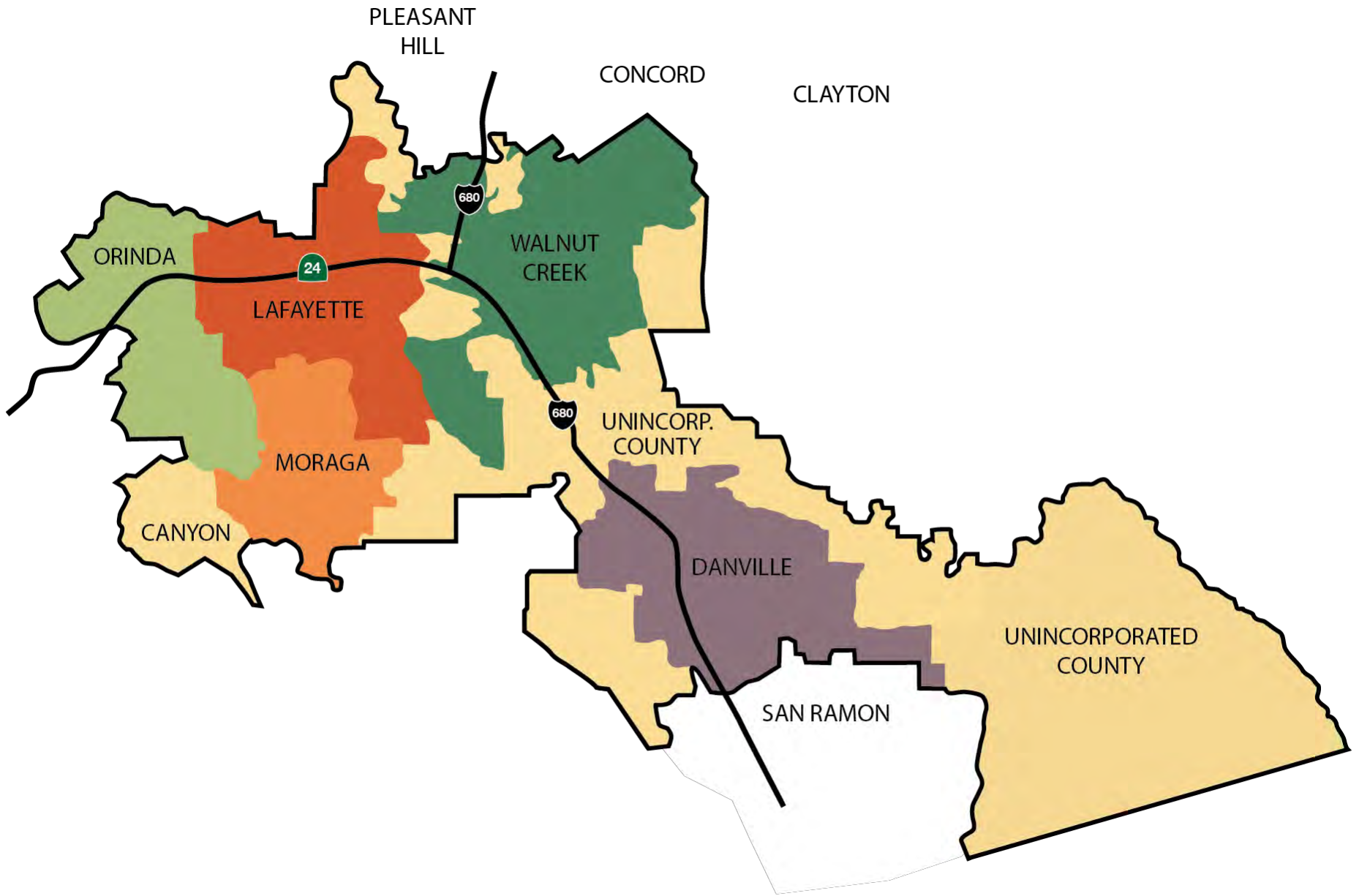
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**EXHIBIT B:  
SERVICE AREA**

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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 Disposal of Solid Waste (and Residue from Mixed Waste Processing if implemented during the term) originating in the Authority's Service Area.
- Ensure that the Authority only compensates Designated Facilities for receipt of Franchised Materials (originating in the Authority's Service Area).
- 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.

## EXHIBIT D: REPORTING REQUIREMENTS

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- Coordinate operational and logistical matters by and between the Contractor and the Authority's Franchised Collector, Transfer Contractor, Reuse Contractor, Recyclables Contractor, Organics Contractor, and/or Mixed Waste Contractor, as applicable.

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](mailto: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 Transfer Vehicle.

All reports shall include, at a minimum, the following information for the Approved Disposal 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 Disposal Facility(ies).
  - a. **Franchised Material Loads – Inbound Weight Ticket (Receipt) Data**
    - i. Actual Tonnage of each inbound Load of Franchised Material Delivered by the Transfer Contractor to the Approved Disposal 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
      - Material type (Solid Waste or Residue, as applicable)
      - 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 Solid Waste to each Member Agency and Sector of origin, as provided by the Transfer Contractor, and the date the allocation data was provided by the Transfer Contractor. 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 Solid Waste Tons Disposed by both Member Agency and Sector of origin (Commercial, Single-Family, Multi-Family).
- b. **Inbound Tons to the Approved Disposal Facility.**
- Total Tons of all material Delivered by all Facility Users to the Approved Disposal Facility by material type, Facility User type (e.g. Franchised Materials Delivered by the Transfer Contractor, 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 Approved Alternate Facility and aggregated to represent all the Franchised Materials during the reporting period.
2. Reserved.
3. Inbound Residue from the Designated Mixed Waste Processing Facility
- In the event that the Authority directs the Transfer Contractor to Transport all or a portion of the Authority's Franchised Solid Waste/Mixed Materials to a Designated Mixed Waste Processing Facility, the Transfer Contractor will Transport an amount of Residue from that facility to the Approved Disposal Facility or Approved Alternate Facility, as directed by the Authority. The Transfer Contractor will Transport this Residue on a backhaul after Delivering Mixed Materials to the Designated Mixed Waste Processing Facility to be Processed. Each month the Authority will inform the Transfer Contractor of the tons of Residue to be backhauled from the Designated Mixed Waste Processing Facility to the Approved Disposal Facility.
- a. **Backhauled Mixed Waste Processing Residue – Inbound Weight Ticket (Receipt) Data**
- Contractor shall report on the actual Tonnage of each inbound Transfer Vehicle Load of Residue that the Transfer Contractor Transports from the Designated Mixed Waste Processing Facility to the Approved Disposal Facility or Approved Alternate Facility. Contractor shall submit this data in Excel or a similar format

## EXHIBIT D: REPORTING REQUIREMENTS

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approved by the Authority that allows the data to be summed, divided, etc. Data for each Load shall include, at a minimum:

- Weight ticket number
  - Backhaul Date
  - Vehicle identification number
  - Approved Disposal Facility or Approved Alternate Facility
  - Gross weight
  - Tare weight
  - Net weight
- i. For all Tons of backhauled Mixed Waste Processing Residue reported under Exhibit D, Section 2.A.3.a, the Contractor shall:
- Include the percentage allocation of Mixed Waste Processing Residue to each Member Agency and Sector of origin, as provided by the Transfer Contractor, and the date the allocation data was provided by the Transfer Contractor. 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 Mixed Waste Processing Residue Tons by both Member Agency and Sector of origin (Commercial, Single-Family, Multi-Family) at the Approved Disposal Facility and the Approved Alternate Facility, as applicable.

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

1. Upon Authority request, or where the Transfer Contractor has notified the Contractor that vehicle turnaround time at the Approved Disposal Facility or Approved Alternate Facility was excessive, the Contractor shall report actual vehicle Turnaround Time for each vehicle Load Delivered by the Transfer Contractor (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 Disposal 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 at the Approved Disposal Facility or Approved Alternate Facility during the reporting period 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.

## **EXHIBIT D: REPORTING REQUIREMENTS**

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

1. Total Tons of Solid Waste (and Mixed Waste Processing Residue if Mixed Waste Processing is implemented during the term) Delivered by the Transfer Contractor and Accepted by the Approved Disposal Facility or the Approved Alternate Facility, as applicable.
2. Total Tons of Unpermitted Waste and/or Excluded Waste Delivered by the Transfer Contractor and Rejected by the Approved Disposal Facility or the Approved Alternate Facility, as applicable, in accordance with Section 5.2 and Section 8.5 of the Agreement.
3. Date, time, Transfer Contractor truck number, material type, and reason for Contractor rejection of any Transfer Loads Delivered.
4. Photographs of Rejected load.
5. Copy of correspondence to the Transfer Contractor notifying them of the Unpermitted Waste, Excluded Waste, or contaminated materials, the Transfer Contractor response, and a narrative of the Transfer Contractor'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:

## EXHIBIT D: REPORTING REQUIREMENTS

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### 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.
2. Reconciliation of quarterly data from Section 2.A.1.a.ii, Section 2.A.1.b, and Section 2.A.3.a.i 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 Disposal 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 Disposal 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 Disposal 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.



## **EXHIBIT D: REPORTING REQUIREMENTS**

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- G. Any State facility report Contractor submits to CalRecycle or to Contractor's Disposal Reporting System coordinator. Such State facility reports includes 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. 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 4.2, 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+.

Table 3: Annual Percentage Change Timeframe by Rate Year	
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

<b>Disposal Per Ton Tipping Fee (Not Including Transfer/Transport)</b>	
Contractor's Component (\$/ton)	\$ 35.75
CA BOE AB1220 Fee (\$/ton)	\$ 1.40
Contra Costa County AB939 (\$/ton)	\$ 0.15
Contra Costa County LEA Fee (\$/ton)	\$ 1.25
Contra Costa County Bailey Road Surcharge (\$/ton)	\$ 0.54
Contra Costa County Surcharge (25%) (\$/ton)	\$ 8.94
<b>Total Per Ton Tipping Fee</b>	<b>\$ 48.03</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>		
Vehicle Turnaround Guarantees	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
Operating Hours/Days	Failure to open the Approved Disposal Facility to receive Franchised Materials from the Authority's contractors during operating Days and hours.	\$1,000 per hour that the Approved Facility is not open to receive Authority Franchised Materials
Scale Operations	Failure to provide substitute scales.	\$250 per hour
<b>Performance Area No. 2: Facility-Related Services</b>		
Capacity Guarantee	Failure to provide sufficient capacity needed to fulfill Contractor's obligation to the Authority, whether through the Approved Disposal Facility or any Approved Alternate Facility.	\$1,000 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 Transfer and Transport to an alternate facility

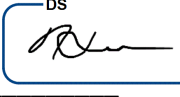
## EXHIBIT F: LIQUIDATED DAMAGES


Performance Standard	Event of Non-Performance/Definition	Liquidated Damage Amount
<b>Performance Area No. 3: Recordkeeping and Reporting</b>		
Timeliness of Report	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
Record Retention and Access to Records	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
Contractor Responsiveness	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
Information Accuracy	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

## EXHIBIT F: LIQUIDATED DAMAGES

Performance Standard	Event of Non-Performance/Definition	Liquidated Damage Amount
<b>Performance Area No. 4: Miscellaneous</b>		
Use of Subcontractors	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
Displaced Workers	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 DS  
 Initial Here: 

Authority Initial  
 Initial Here: 

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**EXHIBIT G:  
CONTRACTOR'S PROPOSAL**

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# Landfill Disposal Services

Landfill Disposal Services RFP



Submission Date: May 31, 2024



**REPUBLIC**  
SERVICES

Sustainability in Action



# Table of Contents

1.	Cover Letter.....	1
2.	Proposal Summary .....	4
	Best Value .....	4
	Our Values.....	5
	Local Leadership with National Support.....	6
	Sustainability .....	7
	Safety .....	7
	Talent.....	8
	Climate Leadership .....	8
	Communities.....	8
	Sustainability as a Platform for Growth .....	8
	Renewable Energy .....	8
	Electric Vehicles .....	9
	Polymer Center .....	9
	Environmental Services .....	10
	Keller Canyon Landfill Services .....	11
3.	Company Description.....	12
	Local Presence.....	12
	Our Company .....	12
	Our Promise .....	13
	Values .....	13
	Sustainability .....	13
	People .....	13
	Leadership .....	14
	Legal Entity.....	14
	Ownership .....	14
	Credit Rating.....	14
	Associations .....	14
	Certificate of Good Standing: Keller Canyon Landfill .....	15
	Corporate Data Sheet: Keller Canyon Landfill .....	16
A.	Key Personnel.....	17
	Local Leadership.....	17
	National Backing .....	17
	Key Personnel Resumes: Keller Canyon Landfill .....	18

Kevin Divincenzo, Area President .....	18
Anthony Mann, Area Vice President .....	18
Michael Hill, Area Manager Post-Collection .....	19
PRIMARY CONTACT: .....	19
Josh Mills, General Manager .....	19
Dawn Fields-Gage, Operations Manager .....	21
Antonia Gunner, Environmental Manager .....	22
Civil Engineering .....	22
B. Collective Bargaining Agreements .....	23
C. Subcontractors .....	45
D. Past Performance Record .....	46
1. Relevant Experience .....	46
2. Litigation and Regulatory Actions .....	46
3. Payment of Fines, Penalties, Settlements, or Damages .....	46
4. References .....	46
E. Financial Qualifications .....	49
Legal Name of Proposing Entity .....	49
Entity Submitting Financial Statements .....	49
Years Incorporated and Doing Business .....	49
Names of Officers .....	49
Financial Overview .....	50
Financial Reporting .....	50
Labor Agreements and Wages .....	50
Information – Financial Statements (BS, IS, CF) .....	52
Bank & Credit References .....	55
4. Technical Proposal .....	56
A. Base Services .....	56
Disposal: Keller Canyon Landfill .....	56
Site Maps and Traffic Flow .....	59
Regulatory Compliance .....	60
Regulatory Points of Contact .....	60
▪ Local Enforcement Agency .....	60
Notices of violation and/or enforcement actions .....	61
Available Processing Capacity .....	61
Current Jurisdictions Using Keller Canyon Landfill .....	61
Import Restrictions and/or Fees .....	61

Operations Restrictions .....	63
Staffing .....	63
Worker Health and Safety Measures.....	63
Planned Changes .....	63
Method of tracking inbound tons and allocating outbound tons if the facility is receiving tonnage from multiple jurisdictions. ....	63
A. RDRS Reports .....	65
Keller Canyon Landfill Q4 – 2023 .....	65
Keller Canyon Landfill Q3 – 2023 .....	74
Keller Canyon Landfill Q2 – 2023 .....	84
Keller Canyon Landfill Q1 – 2023 .....	94
B. Facility Safety Plans.....	103
Safety Overview .....	103
Think. Choose. Live.® .....	103
Employee 1-on-1 Program .....	103
Safety Meetings & Training .....	104
Safety Recognition Program .....	104
Quality Control .....	104
Together for Safer Roads.....	104
Focus 6 .....	105
Keller Canyon Landfill Safety Plan.....	106
5. Exceptions to the Draft Agreements.....	119
Landfill Disposal Agreement .....	119
6. Cost Proposal Forms .....	120
7. Completed Forms .....	121
<b>Attachment 4: Secretary’s Certification</b> .....	121
Keller Canyon Landfill.....	121
Attachment 5: Non-Collusion Affidavit .....	122
Attachment 6: Iran Contracting Act Certification .....	123
Keller Canyon Landfill.....	123



# 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 Landfill Disposal Services

Dear Mr. Krueger,

**As the Central Contra Costa Solid Waste Authority's (Authority) current and longstanding solid waste handling and disposal service provider, Keller Canyon Landfill Company ("Republic Services") appreciates the opportunity to submit this proposal for landfill disposal services. We have thoroughly reviewed the Authority's Request for Proposals ("RFP"), 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.**

As noted in its responses to proposer questions regarding the RFP, RecycleSmart provided written direction to all RFP proposers that proposals may be submitted with different service providers partnering with other service providers and bundling post-collection services using specific facilities and services. Republic Services is submitting this proposal for landfill disposal services partnering with Contra Costa Waste Services, Inc. ("CCWS") as our preferred and proposed transfer station/transporter within 25 miles of the Authority's service area to transfer solid waste to our landfill. Within this submission, Republic Services proposes solid waste disposal services utilizing the Keller Canyon Landfill, located at 901 Bailey Road, Pittsburg, California 94565, for the receipt of solid waste collected in the RecycleSmart service area, and designates transfer and transport to Keller Canyon landfill by Republic Services' proposal partner CCWS using its Recycling Center & Transfer Station ("Transfer Station") located at 1300 Loveridge Road, Pittsburg, California 94565. CCWS has submitted a separate proposal in response to the RFP for solid waste transfer and transportation services, which is referenced here and should be read in conjunction with this proposal.

Based on independent assessments of the service requirements associated with each of the RFP categories of post-collection services, and the respective preliminary evaluation of **CCWS's and Republic's respective abilities to provide the services efficiently and cost-effectively** being requested in the RFP, we believe there are substantial benefits to this collaboration in response to the RFP.

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. As noted above, Republic has partnered with CCWS for transfer and transport services for this disposal services bid. CCWS has considerable history and experience here in Contra Costa County with transfer and transportation of solid waste. **CCWS's Transfer Station is conveniently located less than 7 miles from our Keller Canyon landfill facility, which we think provides optimum transfer, transportation and disposal services efficiencies for RecycleSmart. And as noted below, the combination of using Keller Canyon Landfill for disposal services and CCWS's Transfer Station for transfer and transport of solid waste presents the environmentally superior disposal services option for RecycleSmart.**
- 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 our community members in the RecycleSmart service area 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.**
- Environmentally Superior – The Keller Canyon Landfill meets and exceeds all the State of California's landfill-related standards and regulations, as well as the U.S. Environmental Protection Agency's (USEPA) Resource Conservation and Recovery Act (RCRA) subtitle "D" standards. **The landfill is sited in an area of superior natural features and engineered to provide an environmental safety net well beyond minimum regulatory requirements. In addition, the use of Keller Canyon Landfill -- located within Contra Costa County and the Authority's current service provider – is the environmentally superior disposal option because utilization of Keller Canyon Landfill avoids the need for hauling solid waste to one or more remote landfill disposal sites, reducing vehicle miles travelled and greenhouse gas emissions utilizing the nearby CCWS Transfer Station.**
- Industry Leader – Republic Services is ranked 1st 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 Disposal Services Agreements 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.

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", written over a light blue horizontal line.

Josh Mills  
General Manager, Northern CA Post Collections Division  
Keller Canyon Landfill Company d/b/a Keller Canyon Landfill



## 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
<b>Recognized #15 on the 2023 Barron’s list of 100 Most Sustainable Companies</b>	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



### 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.



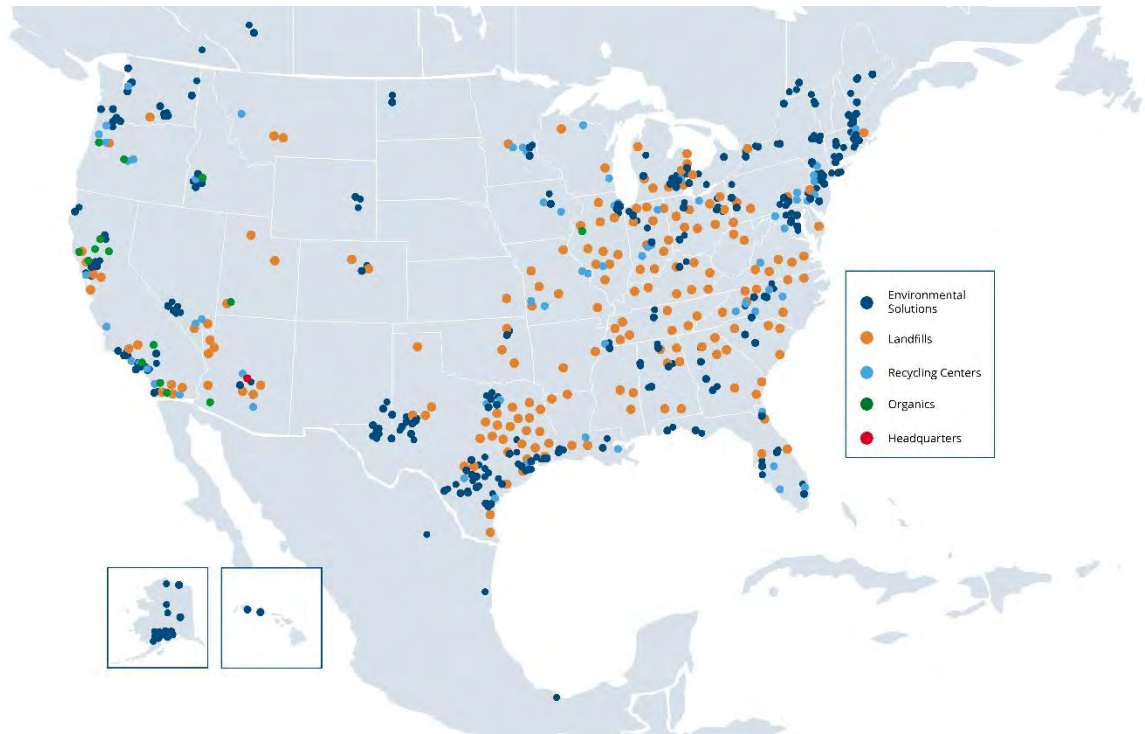
### Local Leadership with National Support

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



#### SAFETY

##### Safety Amplified

0

Zero employee fatalities

##### Incident Reduction

<2.0

Reduce our OSHA Total Recordable Incident Rate (TRIR) to 2.0 or less by 2030



#### TALENT

##### Engaged Workforce

88

Achieve and maintain employee engagement scores at or above 88 by 2030



#### CLIMATE LEADERSHIP

##### Science Based Target

35%

Reduce absolute Scope 1 and 2 greenhouse gas emissions 35% by 2030 (2017 baseline year) APPROVED BY SBTI<sup>1</sup>

##### Circular Economy

40%

Increase recovery and circularity of key materials by 40% on a combined basis by 2030 (2017 baseline year)

##### Renewable Energy

50%

Increase beneficial reuse of biogas by 50% by 2030 (2017 baseline year)



#### COMMUNITIES

##### Charitable Giving

45M

create sustainable neighborhoods through strong community partnerships for 45 million people by 2030



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.



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

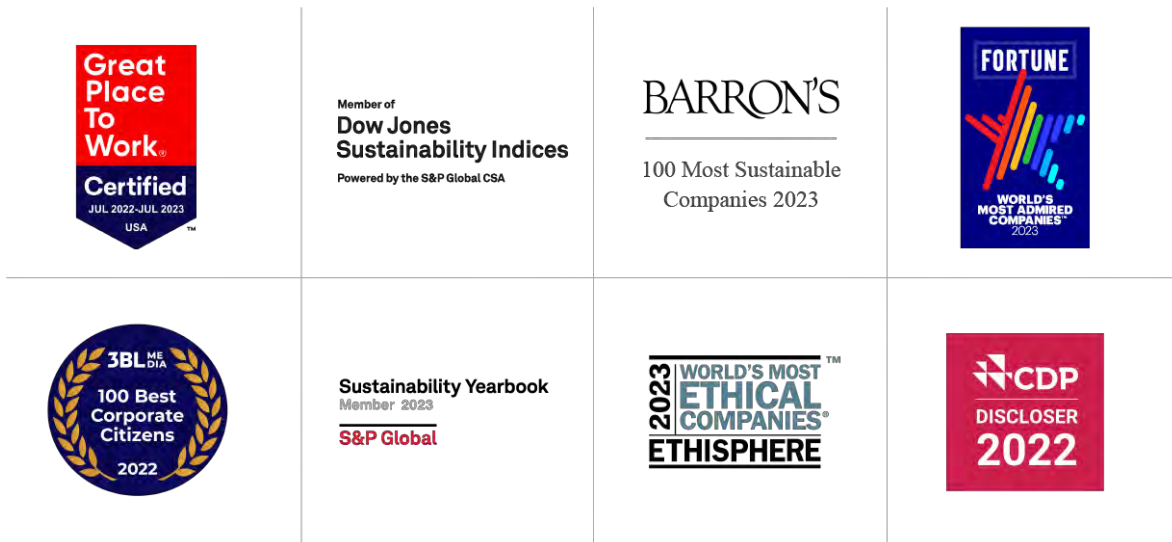
waste landfills, 16 RCRA permitted TSDFs, seven wastewater treatment facilities, and more than 100 environmental services field locations including treatment and recycling centers.

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.

### Keller Canyon Landfill Services

Republic Services’ proposal consists of the

acceptance and disposal in our state-of-the-art and fully regulatory compliant landfill located at 901 Bailey Road, Pittsburg, CA 94565.

Accepted Materials:

- Yard Waste (as ADC)
- Solid Waste
- Hazardous waste is not accepted at this landfill.
- **This location’s** Solid Waste Facility Permit number is 07-AA-0032

Keller Canyon landfill is permitted to accept up to 3,500 tons of MSW per day, which provides ample capacity for the Authority and its Member Agencies’ **generated** volume.

*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.*

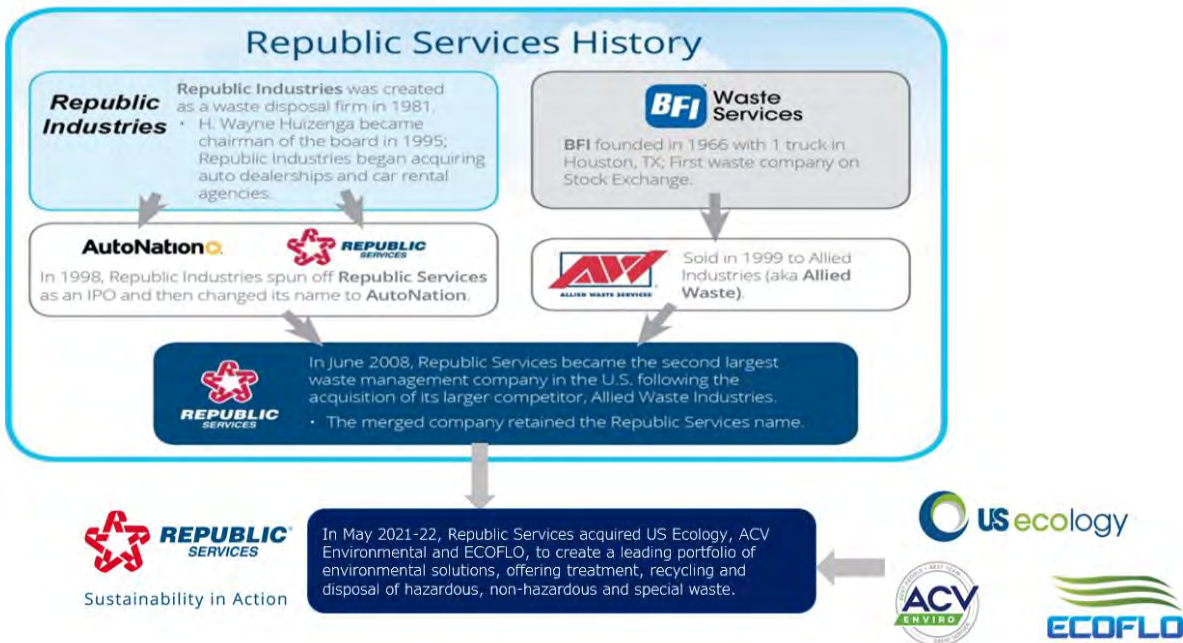
- Municipalities that partner with Republic Services typically renew or extend their contracts about **90% of the time**. We've had some partnerships for longer than 50 years.
- Our 16,000 drivers execute more than 5M pickups/day nationwide.
- Republic Services Charitable Foundation gives back to communities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



Landfill Disposal 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: Keller Canyon Landfill Company  
 Entity Type: Stock Corporation – CA – General  
 Registration Date: 7/06/1989

**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.**

**Credit Rating**

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

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%

**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: Keller Canyon Landfill



## Secretary of State Certificate of Status

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

**Entity Name:** KELLER CANYON LANDFILL COMPANY  
**Entity No.:** 1643819  
**Registration Date:** 07/06/1989  
**Entity Type:** Stock Corporation - CA - General  
**Formed In:** CALIFORNIA  
**Status:** Active

The above referenced entity is active on the Secretary of State's records and is authorized to exercise all its powers, rights and privileges 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 December 18, 2023.

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

**Certificate No.:** 166773836

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: Keller Canyon Landfill

### Corporate Data Sheet Report

As of May 20, 2024

#### Keller Canyon Landfill Company

Incorporated in California on 07/06/1989

<b>Status:</b>	Current		
<b>Entity Type :</b>	Corporation		
<b>Federal ID #:</b>	77-0222614	<b>Internal #:</b>	3W
<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
Kevin Divincenzo	Vice President
Ashley Kasarjian	Vice President
John B. Nickerson	Vice President
Larson Richardson	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 Systems, Inc.	Delaware	100.0000 %

#### Registrations

<u>California</u>	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Incorporation	1643819		07/06/1989	



## 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 have substantial experience in the greater

*Our team brings unrivaled experience in landfill management*

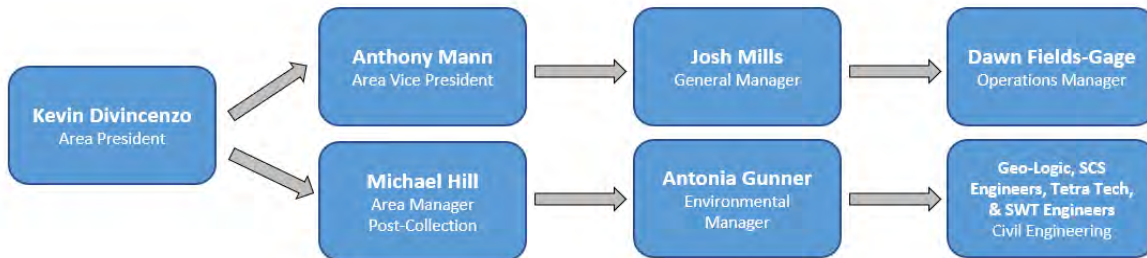
- We provide jobs to over 36,000 people nationwide
- Relentless in our focus to foster a culture of inclusion and diversity
- Proud to have some of the best and safest heavy equipment operators in the business
- **Republic's We Work for Earth and SheDrives** initiatives were recognized for adding more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

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 earthquakes, wildfires, or other disasters.

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





## Key Personnel Resumes: Keller Canyon Landfill



### Kevin Divincenzo, Area President

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

[kdivincenzo@republicservices.com](mailto: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](mailto:Amann@republicservices.com)  
(925) 357-0479

Anthony Mann is the Area Vice President for our Northern California markets and 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](mailto: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.
- **Prideful 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](mailto:Jmills3@republicservices.com)

(510) 691-4337

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

- 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.



**Dawn Fields-Gage,**  
Operations  
Manager

901 Bailey Road  
Pittsburg, CA

[dfields@republicservices.com](mailto:dfields@republicservices.com)

(925) 504-8256

As an Operations Manager for Republic Services Dawn Fields Gage has twenty-five years of California landfill and transfer station experience. Dawn has worked at multiple solid waste facilities in overly complicated regulatory environments, including 4-landfills in the Bay Area. Dawn has a proven track record of operating safe, compliant and highly efficient operations.

Her passion is people, and when working **with the frontline, Dawn’s knack for leadership really shines.** At Keller, she has collaborated closely with the Team for over 18-years and has built a strong working relationship with them. This has enabled her to make quick and effective operational changes to accommodate customer needs and keep the landfill operating smoothly even during times of inclement weather or peak load times.

Dawn works closely with landfill gas collection and control experts to develop and operate a landfill gas to energy plant where gas is used to fuel two generators and create enough electricity to power over 2k homes. She is also commissioning the first of its kind Renewable Natural Gas (RNG) facility that will be the first to convey recovered landfill gas to a utility (PG&E) pipeline in the state for customer distribution.

The effort Dawn puts into her day-to-day shows up clearly in the site metrics. As a result of her planning for customer experience, Keller has one of the shortest customer turn times of any landfill in the area. As a result of her cover practices, less stormwater is permeating into the landfill



and converting to leachate. As a result of her connection with the Team and focus on safety, there has not been any turnover in 5-years at Keller and very few minor safety incidents to speak of.

Keller is a Best-in-Class Landfill and much of **it is due to Dawn’s leadership and passion for the Team. Dawn’s human centered mentality adds to her leadership skills which helps her drive Republic’s mission statement** of creating sustainable solutions in a positive work environment. She believes in her **team’s success and** strives daily to protect people and the planet.

## Civil Engineering

For civil engineering-related tasks, including engineering calculations, drawings, specifications and designs associated with the Keller Canyon Landfill, Republic Services will engage, Geo-Logic Associates, Tetra Tech, SWT Engineers and SCS Engineers. Republic Services will partner with SWT Engineers for capacity/density calculations and civil/planning designs.



### Antonia Gunner, Environmental Manager

901 Bailey Road  
Pittsburg, CA

[AGunner@republicservices.com](mailto: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

**AGREEMENT  
BETWEEN  
OPERATING ENGINEERS LOCAL NO. 3  
AND  
KELLER CANYON LANDFILL COMPANY  
d/b/a/ KELLER CANYON LANDFILL**



<u>ARTICLE</u>	<u>CONTENTS TITLE</u>	<u>PAGE</u>
	Preamble.....	3
I	Recognition.....	3
II	Coverage.....	3
III	Union Representative, Shop Stewards and Bulletin Boards.....	3
IV	Union Security.....	4
V	No Discrimination.....	4
VI	Management Rights.....	4
VII	Subcontracting/Non-Unit Employees.....	4
VIII	Probationary Employees.....	5
IX	Seniority.....	5
X	Job Vacancies.....	6
XI	Discipline.....	6
XII	Grievance/Arbitration Procedure.....	6
XIII	No Strike/No Lockout.....	8
XIV	Uniform and Boots.....	9
XV	Tools.....	9
XVI	Equipment, Accidents and Reports.....	9
XVII	Drug and Alcohol.....	10
XVIII	Starting Times.....	12
XIX	Scale of Wages/Classifications.....	12
XX	Overtime.....	12
XXI	Health, Welfare and Pension.....	13
XXII	Holidays.....	14
XXIII	Vacation.....	15
XXIV	Jury Duty.....	16
XXV	Funeral Leave.....	16
XXVI	Sick and Personal Leave.....	16
XXVII	Unpaid Leaves of Absence.....	17
XXVIII	Notice.....	17
XXIX	Compliance with Law.....	18
XXX	Scope of Agreement.....	18
XXXI	Separability and Savings Clause.....	18
XXXII	Waiver.....	18
XXXIII	Termination of Agreement.....	19



**PREAMBLE**

**THIS AGREEMENT** is made and entered into this 1<sup>st</sup> day of June, 2017, by between the Operating Engineers, Local Union No. 3 of the International Union of Engineers, AFL-CIO, located at 1620 South Loop Road, Alameda, California ("Union") and the Keller Canyon Landfill Company d/b/a/ Keller Canyon Landfill located at 901 Bailey Road, Pittsburgh, California ("Company").

**ARTICLE I  
RECOGNITION**

**Section 1.** During the term of this Agreement, the Company recognizes and acknowledges the Union as the exclusive representative of all full-time and regular part-time production and maintenance Employees employed by the Company at the Keller Canyon Landfill, located at 901 Bailey Road, Pittsburgh, California, as certified by the National Labor Relations Board in case 32-RC-4267, for the purpose of collective bargaining with respect to rates of pay, wages, hours, and other terms and conditions of employment; excluding from that defined unit of representation all office clerical Employees, dispatcher, guards, and supervisors as defined in the Act.

**ARTICLE II  
COVERAGE**

**Section 1.** This Agreement shall cover all persons employed by the Company in the bargaining unit defined in Article 1 - Section 1. All such persons shall be referred to as "Employee(s)" throughout this Agreement. Use of masculine or feminine genders or title incorporating the masculine or feminine gender shall include both genders and is not considered a limitation because of gender.

**ARTICLE III  
UNION REPRESENTATIVE, SHOP STEWARDS AND BULLETIN BOARDS**

**Section 1.** The Union will not hold or conduct any meetings of any kind whatsoever on Company time or property, unless expressly authorize d by the express terms of this Agreement. No Union representative may engage in collection of dues or the solicitation or discussion of Union membership upon work time or property.

**Section 2.** An accredited representative of the Union may visit the Company's facility during normal business hours at the representatives own risk, for the purposes of investigating and/or presenting grievances filed and pending under the terms of this Agreement. Any Union representative desiring to visit the Company's facility under the terms of this Article, must give reasonable advance notice to the Company, advising the Company of the purpose of the visit, the date and time the representative desires to make the visit, the area of the facility the representative desires to visit, and the operation the representative desires to observe. Any such representative shall not interfere, in any way, with or interrupt the operation of the Company's business or the work of the Employees nor shall such visits cause any lost time by Employees during such visits. The visiting Union representative must first announce their arrival in person to the District Vice President, or if not available, to a management representative on the representative's arrival.

**Section 3.** The Company agrees to provide a bulletin board, which shall be used exclusively by the Union for posting of notices and in which are:

- a) Notices of Union meetings;
- b) Notices of Union elections and results;
- c) Notices of Union appointments;
- d) Notices of grievance resolutions; and
- e) Other Union business.

All such notices must 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, other than as herein provided.



**ARTICLE IV  
UNION SECURITY**

**Section 1.** Membership in good standing in the Union shall be a condition of continued employment on and after the thirty-first (31<sup>st</sup>) day following the beginning of employment or the date of execution of this Agreement, whichever shall be the later.

**Section 2.** Before a new Employee is put to work he/she shall be referred by the Employer to the Job Placement Center of the Union so that the Union may issue the new employee a dispatch slip. The Employer shall be the sole judge of the qualification and competency of all Employees and applicants. For the purpose of this Section only, tender of the initiation fee and periodic dues uniformly required as a condition of obtaining and retaining membership shall constitute membership in good standing in the Union.

**Section 3.** Upon receipt of written notice from the Union of an Employee's failure to attain and maintain membership in the Union as above defined and required, the Employer, within five (5) days, shall discharge the Employee.

**ARTICLE V  
NO DISCRIMINATION**

**Section 1.** There shall be no discrimination, restraint, or coercion by either the Company or its representatives or the Union or its representatives against any Employee because of the Employee's participation or refusal to participate in Union membership or Union related activities. There shall be no intimidation or coercion of Employees into joining the Union or continuing their membership therein nor shall there be any interference with the right of Employees to become or continue as members of the Union.

**ARTICLE VI  
MANAGEMENT RIGHTS**

**Section 1.** The Company maintains those management rights and prerogatives that it had before the execution of this Agreement except as modified by this Agreement. These rights and prerogatives include, but are not limited to, the right to select, direct and control the working force and maintain order, discipline and efficiency; the right to discipline Employees for cause; the right to establish, change or discontinue rules, regulations, policies, practices and procedures for the conduct of its business and the conduct and safety of Employees; the right to study scope of services and customer distribution and to establish and maintain standards of service; the right to plan, direct and control operations; the right to determine scope, locations, and extent of its operations, the services to be offered, the number of hours per day or per week that the operations shall be carried on, and the commencement, expansion curtailment or discontinuance in whole or in part, whether such action is planned or taken on a temporary, intermittent, or permanent basis; the right to determine the job abilities and qualifications needed or required to hold or be considered for any job or classification; the right to determine the number of Employees the Company needs anytime and the number of Employees who shall operate on any given job, operation, or unit of equipment; the right to evaluate the qualifications, skills, or abilities of any Employee or potential Employees.

**Section 2.** The above enumeration of rights is by way of example and is not a limitation on the Company's right to manage the enterprise and its business without interference, which rights are solely and exclusively the rights of the Company, and the continuance or discontinuance of any part, practice or benefit not enumerated in this Agreement is vested solely in the discretion of the Company.

**ARTICLE VII  
SUBCONTRACTING/NON-UNIT EMPLOYEES**

**Section 1.** The Company has the right to subcontract work or services presently performed by Employees or which hereafter may be assigned to such Employees. In addition, the Company may employ and utilize supervisory, non-unit, and/or casual employees to perform work which would otherwise be assigned to or performed by Employees





where Employees, in the Company's opinion presently qualified to perform the work in question, are not laid off as a direct result of the performance by the non-bargaining unit employee.

**ARTICLE VIII  
PROBATIONARY EMPLOYEES**

**Section 1.** New Employees shall be probationary Employees for the first sixty (60) days actually worked. The Company may reduce the probationary period. The Company and the Union may mutually agree to extend the probationary period for an additional sixty (60) days actually worked by the probationary Employee. The Company may discipline probationary Employees with or without cause and such discipline or discharge shall not be subject to the grievance and arbitration provision of this collective bargaining agreement. Probationary Employees shall not accrue seniority during their probationary period or any extension of their probationary period, but shall accrue seniority retroactively to their date of hire upon successful completion of their probationary period.

**ARTICLE IX  
SENIORITY**

**Section 1.** Seniority is defined as an Employee's total length of continuous employment with the Company as a regular Employee. Probationary Employees seniority shall be determined according to Article 8, Probationary Employees

**Section 2.** Selection of Employees for any assignment to any permanent job vacancies within the bargaining unit will be based on seniority and the Company's determination of the relative Employees qualifications with the senior most presently qualified Employee prevailing. In judging qualifications, the Company may consider the Employee's present ability, experience, skill, productivity, and other job or business related factors including, but not limited to, the Employee's work record.

**Section 3.** In selecting Employees for lay-off in affected classifications, the Company shall give due consideration to the affected Employee's seniority, present skill, abilities, and qualifications to perform the work in question, the efficient operation of the Company, and the employment history of the affected Employees.

**Section 4.** In increasing the work force following a lay-off, Employees laid off because of a reduction-in-force shall be recalled according to seniority, provided that efficiency, present skill and ability to do the job, as well as the employment history of the affected Employee are, in the judgment of the Company, equal. In the event of a recall from a lay-off which has lasted or is anticipated by the Company to last fourteen (14) consecutive calendar days or longer, once notification of recall has been given the Employee, the affected Employee shall have three (3) calendar days in which to return to work unless, at the time of notice of recall, the Employee is otherwise instructed by the Company to report at a later time. Each Employee covered by this Agreement has the responsibility for ensuring that the Company has his current and correct mailing address and telephone number at which he may be reached. Each such Employee shall notify the Company immediately of any change in his mailing address for the purpose of receiving mail; and shall provide the Company with a phone number at which he may be reached. In instances where this is not done, the Company shall not be responsible for failure of messages to reach such Employee. The Employee in turn must notify the Company within seventy-two (72) hours of the recall notice of the Employee's intent to return or otherwise be considered to have voluntarily quit his employment with the Company.

**Section 5.** Any Employee promoted or transferred out of the bargaining unit shall retain all seniority but shall not continue to accumulate seniority while so employed. In the case of the Employee's return to the bargaining unit, the Employee shall be eligible to exercise all accumulated seniority.

**Section 6.** Any Employee loses any accrued seniority and the employment relationship terminated for all purposes by: a) voluntary quit, resignation, or retirement by the Employee; b) discharge; c) absence for any two (2) consecutive working days without notification to the company prior to one (1) hour to starting time on the second day; d) is off from work for any reason for a period of twenty-six (26) weeks in any twelve (12) consecutive month period; e) fails to return to work following recall or following a leave of absence, or, f) is subject to a settlement or an adjudication for permanent disability.



**ARTICLE X  
JOB VACANCIES**

The Company shall post all job vacancies. Any Employee who is interested in filling the vacancy shall within seventy-two (72) hours of the posting of the notice submit a written request to the Company for the position. The most senior Employee, who in the sole discretion of the Company has the necessary qualifications to fill the vacant position, shall fill it.

**ARTICLE XI  
DISCIPLINE**

**Section 1.** The Company may discipline an Employee for just cause.

**Section 2.** The following constitutes just cause for disciplinary action, up to and including discharge, under this Agreement:

- (a) Insubordination, disparagement of Company officials or other conduct which has or could have the effect of undermining management's authority, failure or refusal to perform assigned work;
- (b) Dishonesty, including but not limited to, falsification of time cards, or any other Company record or business document; misrepresentation, providing information which is materially incomplete concerning the Company's business or operations;
- (c) Theft, misappropriation, unauthorized use, conversion of Company property, the property of a co-worker, agent, representative, Employee of the Company or a visitor, customer, or other third party to which the Employee has or gains access because of the Employee's relationship with the Company;
- (d) Conduct resulting in an accident or injury, or damage to the owned or leased property of the Company. The property of a visitor or of a customer, or the property of a third party, while on duty or while in a Company owned or leased vehicle or in connection with the Employee's employment with the Company;
- (e) Carrying of unauthorized passengers while on the job or while in Company owned or leased vehicle;
- (f) For the causes provided in published Company rules and regulations.

**Section 3.** The Company shall give an Employee it is going to discipline written notice of the discipline (except an oral reprimand or warning). The notice shall state the nature of the discipline (i.e., written reprimand, suspension, termination, etc.), the reason for the discipline, and a general description of the facts upon which the discipline is based.

**Section 4.** During the term of this Agreement, should the Company implement any, rules or regulations or modify any existing rule or regulation, it shall notify the Union in writing by certified mail and it shall post the rule(s) or regulation(s) on bulletin boards that are accessible to the Employees.

**ARTICLE XII  
GRIEVANCE/ARBITRATION PROCEDURE**

**Section 1.** A grievance is defined as a dispute or complaint with the Company by an Employee over the interpretation or application of the expressed terms of this Agreement. Only grievances which involve an alleged violation by the Company of a specific Article or section of this Agreement and which are processed in the manner and time limitations herein are subject to consideration and adjudication under this Article.

**Section 2.** When a grievance arises, there shall be no interruption of work. Pending settlement of the grievance, the supervisor's order or Company directive must be followed.

**Section 3.** Step 1: The Union must file a written grievance with his supervisor within ten (10) calendar days of the event-giving rise to the grievance. The written grievance must contain the following information: (a) the language of this Agreement which the Employee alleges the Company has violated; (b) a detailed narrative of the acts or omissions on the part of the Company which gave rise to the alleged violation; (c) the dates on which the acts or



omissions on the part of the Company occurred; (d) the identity of the grievant; and (e) the remedy sought. If a satisfactory settlement is not effected within seven (7) calendar days of the presentation of the grievance in accord with this Step 1, the Employee and/or the Union may appeal the grievance to step 2 in writing.

**Section 4.** Step 2: Written grievances appealed by the Union to the Step 2 level shall be the subject of a conference between the official of the Union and of the Company. Such conference should be held within ten (10) calendar days of presentation of the written appeal, unless otherwise stipulated by the Union and the Company. Either party may produce witnesses who may aid in the solution to the dispute. Attendance, however, shall be limited to the designated representatives of the Company and the Union, each of whom may have one (1) additional representative in attendance during the full discussion of the dispute; witnesses shall be called one at-a-time and shall remain in the meeting only for the duration of their testimony. Employees attending such conferences, as party representatives shall not be paid for time lost, however, such time lost shall not be considered unexcused if approved in advance.

**Section 5.** If the grievance is not settled in Step 2, the Union may, within ten (10) calendar days of the Step 2 meeting, appeal the grievance to arbitration, giving the Company written notice of such intent. The Union is to request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators from which the parties shall select a neutral arbitrator. The Company and the Union shall each have the right to reject one arbitration panel. From the final panel of five (5) arbitrators, the arbitrator shall be selected by the Union and the Company alternatively eliminating a single name with the Union making the first strike. The person's name which remains on the list shall be the neutral arbitrator who shall have the authority to hear and decide the case.

**Section 6.** The fees and expenses of the arbitrator shall be borne equally between the Union and Employer. Employer shall bear its own costs. The cost of the transcript shall be borne by the party desiring a transcript.

**Section 7.** The arbitrator shall hear only one grievance unless the parties mutually agree otherwise.

**Section 8.** Both parties retain the right to file post-hearing briefs within a reasonable time period as designated by the arbitrator.

**Section 9.** The Arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any supplementary agreement, which may be entered into by and between the parties in writing. It is further understood and agreed that the power and jurisdiction of the neutral arbitrator chosen under the terms of this Agreement shall be limited to:

(a) Deciding whether, during the term of this Agreement, there has been a violation of any express provision or provisions of this Agreement;

(b) The rendition of a decision which does not grant relief retroactive to a date preceding the date the written grievance was filed or extending beyond the termination date of this Agreement;

(c) Adjudication of the issues which, under the express terms of this Agreement and any submission agreement entered into between the parties are subject to arbitration; and,

(d) The rendition of a decision, which in a disciplinary matter, adjudicates the guilt or innocence of the Employee involved and which, if the Employee is considered guilty does not modify or amend the penalty imposed.

It is further understood that the Jurisdiction of the Arbitrator does not include the right to determine any question of substantive arbitrability. Where a question of substantive arbitrability is raised, all proceedings by and before the arbitrator shall be stayed until such time that a court of competent jurisdiction resolves the issues.

**Section 10.** The Arbitrator shall have the authority to order full, partial, or no compensation for time lost. However, the Arbitrator must deduct all interim earnings in making a monetary award in any claim for back wages, and the Employee must demonstrate his good faith attempts to secure interim earnings, by signing the Union's out of work list.



**Section 11.** Any grievance not processed within the established manner and time limits, unless expressly waived by the Company in writing, set out in this Article shall be waived for all purposes and deemed finally closed and settled on the basis of the Company's last decision and shall not be eligible for appeal.

**Section 12.** To be effective and binding on the parties, any settlement of a grievance shall be reduced to writing and signed by a representative of the Union and the Company and by the grievant(s).

**Section 13.** The parties agree that the time limits set forth in this grievance and arbitration procedure may be waived by mutual agreement.

**ARTICLE XIII  
NO STRIKE/NO LOCKOUT**

**Section 1.** During the term of this Agreement, the Union and the Employees will not call, sanction, participate in, authorize, instigate, support, assist, acquiesce in, or condone any strike sympathy strike, sit-down, slow-down, picketing, work stoppage, slowdown, hand billing, consumer boycotts, or other concerted efforts such as extension of lunch, overtime bans, meetings during working hours or on the Company's premises, for any reason including, but not limited to, consumer boycotts or publication by any means whatsoever a dispute between this Union or any other labor organization, consumer group, or any other individual or group and the Company or which otherwise involves the Company, whether sanctioned by the Union or not, by an Employee which curtails, interferes with, or interrupts or threatens such curtailment, interference or interruption of the Company's operation, the servicing of the Company's customers, or the Company obtaining new customers.

**Section 2.** Any Employee participating in any action prohibited by this Article is subject to immediate suspension or other discipline, as the Company may determine.

**Section 3.** In the event of any action prohibited by this Article or the threat of any such action, the Union and its officers, agents, and representatives will make every good faith effort to immediately end or avoid such activity including, but not limited to, notification to all Employees within the bargaining unit that the activity is unauthorized, is in violation of this Agreement, is conduct which may subject the participating Employees to immediate disciplinary action, and that any picket lines that may be established are to be ignored; therein the Union shall also instruct any Employee who is participating in or supporting the prohibited activity to cease. The Union will also notify the Company by letter that the action is not sanctioned by the Union and is considered unauthorized under the terms of this Agreement.

**Section 4.** The prohibitions, obligations, and rights provided under this Article shall not be excused by the violation or alleged violation of any provision of this Agreement by the Company or the Union, nor the commission of any act by either the Company or the Union constituting or which is alleged to constitute an unfair labor practice or a violation of any state or federal law.

**Section 5.** During the term of this Agreement, the Company will not lock out the Employees.



**ARTICLE XIV  
UNIFORMS AND BOOTS**

**Section 1.** Uniform and Boot Allowance: The Company may require Employees to wear uniforms. The Company will provide uniforms to any such Employees. The Company reserves the right to determine the number, source, and manner in which the uniforms will be supplied to and worn by the Employees and what constitutes the required uniform apparel. Such uniforms remain the Company's property at all times and must, upon demand, be surrendered by the Employee and returned to the Company. No Employee may wear insignia, badge, button, logo, trademark or commercial trade name or any article of clothing which bears any such likeness which is not issued or approved by the Company, nor may any Employee deface or alter the uniform. Employee may wear union insignia on their hard hat. The Company may arrange for the cleaning and maintenance of the uniforms. All costs associated with the cleaning and normal maintenance associated with the daily wear shall be borne by the Company. Replacement of any lost uniform or uniform damaged beyond the normal wear associated with the Employee's duties will be at the expense of the Employee. The Company shall provide each Employee with a boot allowance of \$200.00 per year. Payment will be made after proof of purchase each year.

**ARTICLE XV  
TOOLS**

The Company shall furnish all tools, larger than a 3/4" drive socket and 1-1/2" wrenches, necessary for the performance of the duties of the Heavy Duty Repairman position. All tools purchased by the Company shall remain the property of the Company.

**ARTICLE XVI  
EQUIPMENT, ACCIDENTS, AND REPORTS**

**Section 1.** An Employee may object to the operation of any equipment because he believes it to be unsafe. However, any such Employee may be required to operate the equipment notwithstanding such objection where a mechanic or shop supervisor has checked and determined that in his judgment the equipment is mechanically sound and properly equipped. Should the Employee continue to refuse to operate the equipment he shall be subject to disciplinary action by the Company, including discharge.

**Section 2.** Any Employee involved in any accident shall immediately report said accident and any physical injury to the Company. The Employee, before the end of the Employee's shift or sooner as may be the Company's published policy, shall make out an accident report in writing on forms furnished by the Company and shall turn in all names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such Employee to disciplinary action, up to and including discharge.

**Section 3.** As directed by the Company or any of its published policies, Employees shall immediately, or not later than at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Company. Failure to comply with this provision shall subject such Employee to disciplinary action, up to and including discharge.

**Section 4.** When any two (2) Company representatives have a concern about an Employee's fitness to perform his/her duties, based upon objective criteria, the Company may require as a condition of employment or continued employment, any Employee to submit to a physical examination, eye or hearing examination, at any time by a doctor(s) of the Company's choosing. The Company shall, rely upon the results of any such examination in evaluating the ability of the Employee(s) to perform efficiently, effectively and safely and may accommodate, retract any offer of employment, disqualify or take other action deemed appropriate by the Company which is consistent with the evaluation.

When the Company exercises its rights under the terms of this article/section to have an Employee(s) submit to a physical examination, eye or hearing examination, the job steward or a representative of the Union shall be notified but neither the steward or Union representative shall have any right or authority to interfere in anyway with the



action taken by the Company under the terms and conditions of this Article/Section. The steward and/or representative may be present during the exam and may consult with the Employee.

The Company shall pay the cost of any physical examination, eye or hearing examination, required under this Article/Section. The Company shall pay the cost of any physical examination, eye or hearing examination, including the employee's wages, to include travel time to and from the Employer's facility, and during the examination required under this section.

**Section 5:** The parties agree and understand that camera technology will be needed to meet customer, operational and competitive demands. As a result, the parties further agree that the Employer may, at its discretion, install in its vehicles camera technology. The Employer may use any and all data collected through the use of camera technology for any lawful purpose. Such data will be used for training, coaching, and may be considered along with other physical, written, and/or other evidence in conducting and resolving investigations. Disputes regarding the application of the camera technology to individual cases shall be resolved via Article XII of the grievance and arbitration procedures of this Agreement.

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 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.

#### **ARTICLE XVII DRUG AND ALCOHOL**

**Section 1.** The possession, storage, consumption, purchase, transfer, or sale of alcohol, or the attempt to possess, store, consume, purchase, transfer, or sell alcohol, or the presence of alcohol in an Employee's system in a level of 0.02 or greater while on the Company's premises or while performing Company business, including, but not limited to business performed off the Company's presence, is, in all instances, prohibited.

**Section 2.** The possession, storage, consumption, purchase, transfer, or sale of illegal drugs, or the attempt to possess, store, consume, purchase, transfer, or sell illegal drugs, or the presence of illegal drugs in an Employee's system in a detectable level as established by the Substance Abuse and Mental Health Service Administration ("SAMHSA"), without regard to whether such conduct occurs on the Company's premises or not or while the Employee or potential Employee is working or not; is in all instances prohibited. As used herein, "illegal drugs" are drugs or controlled substances which are not legally obtainable or which are legally obtainable, but were not obtained or used for their intended or lawful manner, but not limited to, prescribed drugs not used for their prescribed or directed purpose or by the party for whom the drugs were prescribed or directed.

**Section 3.** The consumption of legal drugs (both prescribed and over the counter drugs) in a manner or under circumstances which, may affect the Employee's ability to perform his job or may otherwise expose the Employee or other individuals to danger, or otherwise create what, may be an unsafe condition or risk to the Company's property or the property of others, while on the Company's premises or while performing Company business including, but not limited to, business performed off the Company's premises, is, in all instances, prohibited.

**Section 4.** The transfer or sale, or the attempt to transfer or sell legal drugs while on the Company's premises or while performing Company business, including but not limited to, business performed off the Company's premises, is, in all instances, prohibited.

**Section 5.** As used herein, "Company's premises" includes, but is not limited to, Company owned vehicles used in the performance of Company related business or on Company owned or leased, lots, and further include any lockers or other storage receptacles on Company owned or leased property.

**Section 6.** The Company shall require, as a condition of employment, any potential employee to submit to a urine or blood screen and shall, refuse to hire or retract any offer of employment, in whole or in part, upon the results of



such examinations, tests, or screens or the refusal to submit to such tests, examinations, or screens when requested to do so by the Company or the Company's designated representative or agent.

**Section 7.** The Company shall require, as a condition of employment any Employee whose terms and conditions of employment are subject to regulations under the Department of Transportation (DOT) to submit to a urine or other drug and/or alcohol screen under the procedures and policies of the DOT and shall refuse to hire or retract any offer of employment, in whole or in part, upon the results of such examinations, tests, or screens or the refusal to submit to such tests, examinations, or screens or to execute any release or other documentation required by the Company in connection with any such test or screen when requested to do so by the Company or the Company's designated representative or agent or who engages in conduct which delays any such testing.

**Section 8.** The Company may require as a condition of continued employment, any Employee to submit to a drug/alcohol screen and may take disciplinary action up to and including discharge based upon the results of such tests or screens or the refusal to submit to such tests or screens when requested to do so by the Company or the Company's designated representative or agent or to execute any release or other documentation required by the Company in connection with any such test or screen when requested to do so by the Company or the agent or who engages in conduct which delays any such testing, in any of the following circumstances:

- (a) An Employee is involved in a work-related injury or accident;
- (b) An Employee is returning to work from being off on leave of absence, layoff, or absent from work for any reason; for more than thirty (30) days.
- (c) Employee is in violation of the Company's drug and alcohol rules set forth herein. The Company representative must have training in recognizing the behaviors of alcohol and drug abuse.

**Section 9.** The Company will continue to use SAMHSA certified laboratory.

**Section 10.** Employees who voluntarily disclose their use of drugs or alcohol to management will be given a one-time leave of absence up to twelve (12) weeks for the purpose of obtaining medical treatment under the care and supervision of a health care provider for their substance use under the following conditions:

- (a) The disclosure is made prior to the Employee being requested to submit to a screen or to the detection such use by the company or prior to the Employee becoming involved in a work related injury or accident;
- (b) The Employee gives the Company the right to require of the Employee information relating to the treatment for substance use only;
- (c) The Employee successfully completes the treatment program for substance use and is released from the care of the medical provider;
- (d) The Employee submits to and passes a drug and/or alcohol screen prior to reporting back to work;
- (e) The Employee submits to and passes periodic drug and/or alcohol screens as required thereafter; and,

**Section 11.** Leaves granted pursuant to this Article will be considered as unpaid Family and Medical Leave. However, at the Company's discretion, any Employee requesting such leave may be required to use any and all accrued paid vacation or personal leave time for all or part of the leave.

**Section 12.** While on leave granted pursuant to this Article, the Employee shall not receive or continue to accrue any of the benefits provided by this Agreement, except continued accrual of seniority. During this period of absence, the Employee is responsible for all costs associated with the continuation of any insurance benefits.

**Section 13.** An Employee on a leave of absence granted pursuant to this Article is subject to layoffs in accordance with the terms of this Agreement.



**Section 14.** Information obtained by the Company pursuant to this Article will be maintained in confidence. No document relating to any drug or alcohol screen or to the disclosure of or treatment for drug and/or alcohol use will be kept in the Employee's personnel file. Rather, such information will be maintained in confidential medical files.

**Section 15.** Violations of the prohibitions imposed under this Article are cause for disciplinary action up to and including discharge.

**ARTICLE XVIII  
STARTING TIMES**

**Section 1.** The starting time for the weeks' work shall be established at the discretion of the Company; provided, however, forty-eight (48) hours' notice is given to Employees in the event of a change in starting time, except in the event of inclement weather or to remain in compliance with the terms of the regulatory permit(s).

**Section 2.** The Company shall designate a one-half (1/2) hour unpaid lunch period. The lunch period shall be designated no sooner than three (3) hours after the beginning of the shift and no later than five (5) hours after the beginning of the shift.

**ARTICLE XIX  
SCALE OF WAGES/CLASSIFICATION**

**Section 1.** The starting rates of pay for the classifications in the bargaining unit are:

	<u>6-1-17</u>	<u>6-1-18</u>	<u>6-1-19</u>	<u>6-1-20</u>	<u>6-1-21</u>	<u>6-1-22</u>	<u>6-1-23</u>
	\$1.25	\$1.50*	\$1.00*	\$1.00*	\$1.00*	\$1.50*	\$1.50*
Equip Operator/Mechanic*	\$26.02						
Driver*	\$21.51						
Scale House Tech*	\$19.99						
Laborers*	\$14.25						

\* The Union may allocate to wages and/or fringe benefits.

**Section 2.** The job descriptions for these classifications are attached hereto.

**Section 3. Trainees.** Trainees shall start at \$4.00 per hour less than the journeyman rate for up to nine (9) months. Trainees shall be paid \$2.00 per hour less for up to the next nine (9) months. Trainees will not take the place of Journeyman Operators. The company will maintain at least (8) Journeyman Operators in order to have trainees on equipment. No current Trainees will suffer a wage reduction as a result of this Agreement.

**ARTICLE XX  
OVERTIME**

**Section 1.** Overtime at the rate of time and one-half (1-1/2) shall be paid for all hours worked or paid in excess of eight (8) hours in a day (10 hours for 4x10 shifts), forty (40) hours in a workweek and all hours worked or paid on an Employee's scheduled day off.

**Section 2.** There shall be no pyramiding or duplication of overtime or other premium pay. No Employee shall be paid overtime or premium pay more than once for the same hours worked.

**Section 3.** Overtime shall be worked when deemed necessary by the Company. No overtime shall be worked by any Employee unless it has been authorized by the Company. The Employee regularly assigned to the piece of equipment or the job or task shall be given the first opportunity to work overtime. If the Employee declines, other qualified Employees may volunteer for the overtime and shall be assigned by seniority. If an insufficient number of Employees volunteer for overtime the Company may assign qualified Employees by inverse seniority.





**ARTICLE XXI  
HEALTH & WELFARE AND PENSION**

**Section 1. Health & Welfare.** Effective 7/1/17, The Employer shall pay into the Operating Engineers Health & Welfare Trust Fund one thousand five hundred three (\$1503.00) dollars per month, the Employer contributing one thousand two hundred eighty-nine dollars (\$1289.00) per month, and the Employees shall pay two hundred and fourteen dollars (\$214.00) per month.

In successive years, the Employee cost share of the plan shall be, as follows:

- 15% - Effective 6/1/18
- 15% - Effective 6/1/19
- 17% - Effective 6/1/20
- 19% - Effective 6/1/21
- 20% - Effective 6/1/22
- 20% - Effective 6/1/23

Should the Trustees of the Plan determine during the life of this Agreement that it becomes necessary to increase the monthly premium rates, the combined Employer cost and Employee contribution shall not exceed the following:

- \$1578.00 - Effective 6/1/18
- \$1653.00 - Effective 6/1/19
- \$1728.00 - Effective 6/1/20
- \$1803.00 - Effective 6/1/21
- \$1878.00 - Effective 6/1/22
- \$1953.00 - Effective 6/1/23

Any amount in excess of the above-described amount shall be paid by the Employee.

Upon written notice, the Employer shall have the right to re-open the provisions of this Article to negotiate additional insurance language and cost sharing to the extent changes are or will be needed to comply with the Patient Protections and Affordable Care Act, its regulations or other federal, state or local health care reform legislation; or to avoid or minimize fees (including but not limited to the employer shared responsibility assessable payment), fines, taxes, the implementation of Cadillac taxes (a/k/a the excise tax on high cost employer-sponsored health coverage), affordability of plans, review of minimum essential coverage, assessments, Fund charges or contribution increases beyond those expressly in the contract, or penalties regarding the provision of insurance coverage. The parties shall commence negotiations within thirty (30) days upon receipt of said written notice and continue for up to sixty (60) days. Should no agreement be reached, the parties shall have the right to take any legal or economic action they deem necessary.

**Section 2.** The Company shall not be obligated in any way to extend to Employees participation in the Company's 401(k) plan or any other benefit plan not expressly provided in Article XXI, Sections 1 and 3.



**Section 3. Pension.** The Company shall pay into the Operating Engineers’ Pension Trust Fund (“Pension Trust Fund”) on each Employee’s behalf an amount equal to 7.88% of the Employee’s gross annual income. The Company’s obligation shall begin the date parties execute this Agreement. The Company shall make the payment no later than February 1 for the previous calendar year. The Company shall pay liquidated damages, interest and cost of collection including attorneys’ fees on any delinquency.

Agreed Schedule: Plan (A) \*

8.95% - Effective 6/1/17\*

\*\* - Effective 2018 through 2023

\*8.95% of the 7.88% of the Individual Employee’s gross annual income on each said anniversary date of the Contract.

\*\* For the years 2018 through and including 2023, pending annual review by the Plan’s Actuaries and Board of Trustees

In the event that any additional payments or contributions of any kind to the Pension Fund are required by law or mandate by the Trustees, the Employer will comply with any and all legal obligations to commence making such additional contributions or payments without reduction of the bargaining unit wage package or other benefits. The Union further agrees to meet with the Employer within the thirty (30) calendar days of the commencement of the above-referenced additional payments or contributions to negotiate and reach an equitable solution to address the economic impact upon the Employer caused by the burden of these additional payments or contributions to the pension fund. During these negotiations, the parties agree that the total wage/fringe package will not be increased beyond the amounts originally negotiate in this Agreement. If no agreement is reached by the parties within sixty (60) calendar days, the Employer shall be entitled to increase the Employee Weekly Contribution for Health and Welfare Benefits, as set forth in Health and Welfare Article of this Agreement by the amount of the additional Employer contribution rate to the Pension Plan or other required payment(s) to the pension plan as required by law or mandated by the Trustees. In no event shall the total wage/fringe benefit package be increased during the term of this Agreement. All other provisions of the Agreement shall remain in full force and effect during its term.

The provisions allowing the Employer to pass through additional contributions or surcharges to the employees will only be enforceable to the extent they are not prohibited by law or void as contrary to federal law imposing the additional contributions or surcharges on the employer.

**Section 4. Pensioned Health & Welfare.** The Employer shall pay into the Pensioned Operating Engineers’ Health & Welfare Trust Fund according to the following schedule:

\$2.28 per hour – Effective 7/1/17

**Section 5. Pensioned Health and Welfare & Annuity: Allotment to be determined by Union and Member**

**Section 6. Annuity Fund.** The Employer shall pay into the Operating Engineers’ Annuity Fund according to the following schedule:

\$1.94 per hour - Effective 6/1/15

**ARTICLE XXII  
HOLIDAYS**

**Section 1.** New Year’s Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Day. Three floating holidays per year. President’s Holiday effective 6/1/2018.



**Section 2.** All regular full-time Employees shall be paid eight (8) hours pay for the above-listed holidays, whether worked or not. Additionally, Employees required to work said holidays shall be paid at the overtime rate of time and a half (1-1/2) for all hours worked.

**Section 3.** Employees shall be paid holiday pay only if they are on paid status the full day preceding and the full day following the holiday.

**Section 4.** Any Employee who is required to work on a holiday but fails to do so shall forfeit any holiday pay.

**Section 5.** Probationary Employees shall not be paid holiday pay.

**ARTICLE XXIII  
VACATION**

**Section 1.** Vacations with pay shall be granted on the following basis:

- (a) Employees who have completed one (1) year of continuous service shall receive forty- (40) hours vacation pay during the following twelve (12) month period.
- (b) Employees who have completed two (2) years of continuous service shall receive eighty- (80) hours vacation pay during the following twelve (12) month period.
- (c) Employees who have completed five (5) years of continuous service shall receive one hundred twenty (120) hours vacation pay during the following twelve (12) month period.
- (d) Employees who have completed fifteen (15) years of continuous service shall receive one hundred sixty (160) hours vacation pay during the following twelve (12) month. Effective 6/1/22, Employees with fifteen (15) or more years of service shall be entitled to two hundred (200) hours vacation pay during the following twelve-month period.

**Section 2.** The vacation period shall be from the Employee's anniversary date to their next anniversary date.

**Section 3.** If an Employee requests to be paid vacation time instead of taking the vacations, the Company shall have the option of paying the Employee for his vacation time and requiring the Employee to work or requiring the Employee to take his vacation.

**Section 4.** All vacations earned must be taken prior to the Employee's anniversary date or be forfeited. There is no carryover (or accumulation) of vacation time from year to year. All of a one-week (5 days) vacation, at least one week (5 days) of a two-week (10 days) vacation total vacation and two weeks (10 days) of a three-week (15 days) total vacation must be taken in consecutive days except with permission of the Company upon written application prior to the period for which vacation is desired. No one-half (1/2) vacation days are allowed. If an Employee requests to be paid for vacation time instead of taking the vacation, the Company shall have the option of paying the Employee for his/her vacation time and requiring the Employee to work or requiring the Employee to take his/her vacation.

**Section 5.** If two (2) or more Employees request the same vacation period, the Employee with the most seniority by job classification shall have preference.

**Section 6.** The amount of vacation pay per week shall be the number of hours the Employee is normally scheduled to work during a week. Pay will be based on the straight-time rate.

**Section 7.** The Company reserves the right to schedule and change the vacation time of each Employee and to generally administer the vacation plan to assure efficient and orderly operation of the Company. If two or more Employees request the same vacation period, the Employee with the most seniority by job classification shall have preference.

**Section 8.** Employees will receive the unused accrued vacation pay, which was earned in their preceding anniversary year when they leave employment.



**ARTICLE XXIV  
JURY DUTY**

**Section 1.** An Employee shall notify the Company that he has been summoned for Jury duty as soon as reasonably possible after receipt of a jury duty summons and that he has been excused or released from jury duty as soon as reasonably possible after excused or released. The Employee must present the Company with the summons. An Employee will be released from his work assignment 60 minutes before the commencement of his jury duty each day, and shall return to work within 60 minutes of the conclusion of each day's jury duty service. The Company reserves the right to seek to have an Employee excused from jury duty service when necessary.

**Section 2.** An Employee summoned for jury duty shall receive the difference between the Employee's normal wage or salary and the amount of compensation received for serving on the jury.

**Section 3.** The Employee shall have signed by an officer of the court a written form, supplied by the Company, verifying that the Employee was summoned for jury duty, that he served on the jury, the hours and dates he served on the jury, and the amount of pay received. This form is mandatory and must be presented to the Company within five (5) days of the conclusion of jury duty whether or not any payment is due under this Article. The Company will not make any payment under this Article until the Employee has furnished the Company with the required form. Failure to furnish the required form shall be cause for discipline.

**Section 4.** This Article applies only when the Employee is actually called for jury duty and shall not apply if an Employee voluntarily offers his services as a juror.

**ARTICLE XXV  
FUNERAL LEAVE**

**Section 1.** Employees shall be allowed up to three (3) consecutive workdays leave of eight (8) hours of pay per day when there is a death in the immediate family for the purpose of attending the funeral. Company may grant up to two (2) additional days in the event the Employee must be involved in extensive travel to attend the funeral, such additional days off will not be unreasonably withheld. For the purpose of this Article, immediate family is defined as spouse, children, parents, grandparents, grandchildren, "parents", "children", "grandparents", and grandchildren" include "step", "foster", and "in-law".

The Company must be promptly notified of the need to be absent. Evidence supporting the claim of death may be required by the Company before payment for the funeral leave.

**ARTICLE XXVI  
SICK AND PERSONAL LEAVE**

**Section 1.** Under California's Healthy Workplaces, Healthy Families Act (The Act), the Company will provide eligible employees with up to 3 days or 24-hours of paid sick time to be used after completing 90 days of employment.

**Section 2.** Sick leave may be used as permitted by law. Employees wishing to use sick leave must call in at least one-half (1/2) hour before his/her shift is to begin.

**Section 3.** Compensation shall be paid only for regularly scheduled working days and when satisfactory proof of illness or injury is presented to the Company.

**Section 4.** For Employees with one (1) year of full-time employment, five (5) regular working days is the maximum number of days for which an Employee will be paid for eight (8) hours sick leave during any one calendar year. Unused sick days may be used as personal days upon notifying the supervisor with forty-eight (48) hours advance notice. Sick leave shall not be accumulated from year to year. Any unused sick days at the end of the calendar year will be paid to the Employee.

**Section 5.** All sick leaves will be canceled upon retirement, death, or termination of employment with the Company.

**Section 6.** No Employee shall be entitled to sick leave pay for any day with respect to which he received pay under any other provision of this Agreement.



**ARTICLE XXVII  
UNPAID LEAVES OF ABSENCE**

- Section 1.** The Company will grant unpaid Military or National Guard leave of absence in accordance with the law.
- Section 2.** The Company will grant unpaid leave of absence under the Family Medical Leave Act in accordance with the law and any Company policies.
- Section 3.** Any regular, non-probationary Employee desiring an unpaid leave of absence may apply for and, in the Company's discretion, may be granted a leave without pay for a period up to a maximum of thirty (30) consecutive calendar days. The Company will give the Union notice of any such leave granted.
- Section 4.** Application for leaves of absence shall be in writing and on a form provided by the Company. Applications should be made with as much advance notice as possible.
- Section 5.** During any leave of absence granted under the provisions of the Article, the Employee shall not engage in or accept other employment.
- Section 6.** Any accrued vacation credits or other paid time off accrued at the time of the leave shall be applied and taken during any period of leave granted under the terms of this Article.
- Section 7.** Employees on leaves of absence are responsible for all costs associated with the continuation of medical/health and welfare benefits and pension contributions; Employees must pre-pay such contributions or make other suitable arrangements for such payment before any requested leave of absence will be approved.
- Section 8.** An Employee desiring to return to work before the termination of the leave shall give the Company at least seven (7) calendar days' notice in writing of his intention to return.
- Section 9.** Subject to the terms of any controlling state or federal law, an Employee on leave under the terms of this Article, is subject to layoff as provided by this Agreement.

**ARTICLE XXVIII  
NOTICE**

**Section 1.** Whenever notice is to be given under the terms of this Agreement to either party hereto, it shall in all cases, except where some other method is specifically prescribed herein, be sent by "Certified Mail, Return Receipt Requested," to the following addresses with respect to the Company and the Union:

Company:  
General Manager  
Keller Canyon Landfill  
901 Bailey Road  
Pittsburg, CA 94565

Union:  
Business Manager  
1620 South Loop Road  
Alameda, CA 95402

**Section 2.** When notice is given as prescribed in the foregoing paragraph, the notice shall be deemed to have been given on the day that it is mailed.

**Section 3.** Each Employee shall be responsible at all times for having his correct address on file with the Company. Each Employee shall, within two (2) weeks after the effective date of this Agreement, furnish to the Company in writing his complete address and telephone number, and shall within one (1) week of any subsequent change in either his address or telephone number inform the Company in writing of the change. The foregoing information in writing, including both the original information and all subsequent changes therein, shall be delivered in person to



each Employee's General Manager or sent by first class mail to the Company. If mailed, the notice shall be deemed to have been given on the date that it was postmarked.

**Section 4.** When an Employee gives notice of resignation to the Company, said notice shall be deemed to have been properly given when the Employee informs his General Manager of the resignation orally, via first class mail, or delivers it in person to the General Manager. If mailed, the notice or resignation shall be deemed to have been given on the date that it was postmarked.

**ARTICLE XXIX  
COMPLIANCE WITH LAW**

**Section 1.** Notwithstanding any other provision of this Agreement, the Company shall in its sole and exclusive discretion, determine and from time to time, redetermine what policies, practice, procedures, and accommodations are necessary to ensure compliance with applicable laws, including but not limited to the Americans with Disabilities Act of 1990. No grievance filed over the Company's actions under this Article shall be subject to arbitration. The Company shall notify the Union in writing by certified mail whenever it makes such a determination.

**ARTICLE XXX  
SCOPE OF AGREEMENT**

**Section 1.** In reaching this Agreement, the Company and the Union acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals regarding any subject not legally removed from the area of collective bargaining and further acknowledge that the understandings and agreements arrived at by the Parties are full and free discussion and negotiation and the full and free exercise of those rights and opportunities are set forth in this Agreement. All parties hereto have fully exercised and complied with any and all obligations to bargain. This contract expresses, embodies and included the full and complete agreement between the parties for the full term hereof and shall not be reopened during such term.

**Section 2.** This Agreement covers only those matters specifically contained herein and superseded any and all prior or existing agreements between the Company and the Union or the Employees including, but not limited to any implied or expressed contracts, written or verbal understandings, or past practices. The Company will not enter into any agreement with another labor organization during the life of this Agreement with respect to the Employees covered by this Agreement, or any agreement or contract with said Employees, individually or collectively. No such agreement or contract, whether expressed or implied, verbal or written, exist between the Company and any Employee or group of Employees covered by this Agreement. To the extent any such private agreement shall be void and superseded by this Agreement.

**Section 3.** This Agreement may be supplemented or amended and any term, provision, or condition herein may be waived, only by an express written agreement executed by both parties hereto.

**ARTICLE XXXI  
SEPARABILITY AND SAVINGS CLAUSE**

**Section 1.** If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained pending a final determination as to its validity, the remainder of this Agreement, or the application of such Article or Section to persons or circumstances other than those to which it has been held invalid or to which compliance with or enforcement of has been restrained, shall not be effected thereby.

**ARTICLE XXXII  
WAIVER**

**Section 1.** The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent for any further waiver of any such breach or condition.



ARTICLE XXXIII  
TERMINATION OF AGREEMENT

**Section 1.** This Agreement shall be in full force and effect from June 1, 2017 through May 31, 2024 and shall continue full force and effect from year to year unless written notice of desire to change, revise, cancel or terminate the Agreement is served by either party upon the other party at least ninety (90) days or more prior to the date of expiration. If either party serves such notice, the parties shall attempt to reach an agreement with respect to the proposed change or 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 May 31, 2024, in the particular year, as provided for herein, then this Agreement in all respects be deemed void and terminated.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals by their respective officers duly authorized to do so this 21<sup>st</sup> day of September 2017.

**EMPLOYER:**  
KELLER CANYON LANDFILL COMPANY  
d/b/a/ Keller Canyon Landfill

**UNION:**  
OPERATING ENGINEERS LOCAL UNION  
NO. 3 of the International Union of  
Operating Engineers, AFL-CIO

[Signature]  
Signature

[Signature]  
President

RICHARD E. KING  
Print Name Date 9-12-17

[Signature]  
Business Manager

\_\_\_\_\_  
Print Title

[Signature]  
Financial Secretary

\_\_\_\_\_  
Signature

[Signature]  
District Representative

\_\_\_\_\_  
Print Name Date

[Signature]  
Business Representative

\_\_\_\_\_  
Print Title

CONTRACT  
SEP 21 2017

September 7, 2017- final- rr/td-sac  
Keller Canyon - 45530-79



### SIDE LETTER AGREEMENT

THIS SIDE LETTER AGREEMENT is made and entered into this 30<sup>th</sup> day of August 2017, by between the Operating Engineers, Local Union No. 3 of the International Union of Engineers, AFL-CIO, located at 1620 South Loop Road, Alameda, California ("Union") and the Keller Canyon Landfill Company d/b/a/ Keller Canyon Landfill located at 901 Bailey Road, Pittsburgh, California ("Company").

It is hereby understood and agreed that at the Employer's sole and exclusive discretion, and upon 180 days written notice to the Union from the Employer ["the Employer notice"], the Employer's obligation to make contributions to the Pension Trust Fund for Operating Engineers ("Fund") shall cease and terminate completely, effective as of the date of the Employer notice, such that as of the date of the Employer notice the Employer shall completely withdraw from the Fund within the meaning of ERISA. Any such withdrawal shall be consistent with any then effective Participation Agreement by and between the Fund and the Employer. In no event shall any Participation Agreement by and between the Fund and the Employer have a duration longer than one year.

It is understood and agreed that the Employer's right to exercise the Employer Notice shall cease 365 days after the Employer receives written notice from the Union establishing that the Fund has achieved a funding status for a complete plan year, based on actuarial practices, principles, methods, and assumptions currently utilized by the Fund's actuaries, of such nature that the Fund would no longer be considered to be in the Red Zone ("Critical Status") but would instead be within the Yellow Zone or Green Zone, under the standards in use and applied in 2017 under ERISA and its implementing regulations.

In the event there is any dispute between the parties with respect to whether it has been established that the Fund's funding status has improved such that it could be certified as Yellow Zone or Green Zone by the Fund's actuaries, under the standards in use and applied in 2017, utilizing the actuarial practices, principles, methods and assumptions utilized by the Fund's actuaries in 2017 ("Dispute"), the matter shall be submitted to expedited arbitration under this collective bargaining agreement, it being specifically understood and agreed that anything in the forgoing with respect to the 365 day period notwithstanding, the Employer shall have a minimum period of 60 days to provide the Employer Notice commencing with the issuance of an arbitrator's award resolving the Dispute.

The Union shall cause the Employer to receive all actuarial reports, filings, certifications, notices to participants, and any other statutory required filings with government agencies or communications with participants. The Fund shall provide legally required information requested by the Employer.

Following the Employer notice, the Employer shall be obligated to, and shall, as described further herein, enroll the employees within the bargaining unit covered by this collective bargaining agreement, in a retirement income vehicle to be agreed upon by the parties.





The parties agree that the Union may request an additional benefit for a particular employee due to his/her particular or specific circumstance at the time the Company withdraws from the plan, to include any impact on the employee's Pensioned H&W benefit. It is understood that this benefit as a result of this designated circumstance must be agreed upon by the parties.

It is understood and agreed that the Employer's right to provide the Employer notice hereunder along with the effectiveness of such Employer notice and all matters arising out of or in connection with such Employer notice and Employer cessation of obligation to make contributions to the Fund and consequent complete withdrawal from the Fund within the meaning of ERISA shall not be subject to arbitration pursuant to this or any other agreement by and between the parties.

In the event the Employer shall invoke its option under this provision to provide the Employer notice and withdraw from the Fund, the amount of non-Rehabilitation Plan contributions to the Fund then being made by the Employer, on a per employee basis, shall, for the remainder of the term of the collective bargaining agreement during which the Employer notice is given, be allocated among wages or retirement benefits or other benefits paid to or on behalf of the employee by the Employer. The parties shall bargain over the allocation. In no event shall the Employer be obligated to make payments in excess of the total amount of the non-Rehabilitation Plan contributions which would have been made for the duration of the collective bargaining agreement during which the Employer notice was given, throughout the duration of that particular collective bargaining agreement; the allocated amounts shall only be paid to or on behalf of an employee on behalf of whom contributions would have been made to the Fund, had the Employer not given the Employer notice, and only for hours with respect to which contributions would have been due the Fund had the Employer not provided the Employer notice.

To illustrate, the amount equal to what the Employer is contributing annually in non-Rehabilitation Plan contributions to the Fund, that annual amount per employee, after the Employer invokes the option and withdraws from the Fund, shall be paid in total agreed between the parties. As used herein, the term "non-Rehabilitation Plan contribution" shall refer to the amount of contributions which the Employer has an obligation to contribute to the Fund, reduced by amounts which the Employer is obligated to contribute to the Fund by reason of the Fund's then existing Rehabilitation Plan.

Following expiration of the collective bargaining agreement during the term of which the Employer notice is given, amounts to be contributed to a retirement income vehicle or for other benefits or to be paid in wages shall be subject to the further agreement of the parties.

In the event that the Union and the Employer do not reach agreement as to the retirement income vehicle or allocation of amounts previously paid as non-Rehabilitation Plan contributions by the date of withdrawal from the Fund, the parties, on notice from the Union, shall involve the Federal Mediation and Conciliation Service which shall, for a period of no less than ninety (90) days from the date of notice to the FMCS mediate the dispute ("mediation period"), with the



duration beyond ninety (90) days being subject to the further agreement of the parties. In the event the mediation does not result in a resolution of the dispute, and at the expiration of the mediation period, then, in connection solely with a dispute concerning the identity of the retirement income vehicle to be utilized or the allocation of amounts previously paid as non-Rehabilitation Plan contributions, the obligations of the Union not to strike, set forth in Article XIII, shall be suspended for a period of ninety (90) days.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by their respective officers duly authorized to do so this 21st day of September, 2017.

EMPLOYER:

KELLER CANYON LANDFILL COMPANY  
d/b/a Keller Canyon Landfill

[Signature]  
Signature

RICHARD E. KING 9/12/17  
Print Name Date

GENERAL MANAGER  
Print Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name Date

\_\_\_\_\_  
Print Title

UNION:

OPERATING ENGINEERS LOCAL UNION  
NO. 3 of the International Union of  
Operating Engineers, AFL-CIO

[Signature]  
President

[Signature]  
Recording-Corresponding Secretary

[Signature]  
Business Manager

[Signature]  
Treasurer

[Signature]  
District Representative

[Signature]  
Business Representative

CONTRACT

SEP 21 2017



### 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 Disposal Agreement* between the Authority and Republic Services.

However, as indicated in our cover letter and corresponding proposed cost forms, Republic Services has identified Contra Costa Waste Services as our designated, and preferred, transfer and transport services provider for MSW disposal materials.



## D. Past Performance Record

### 1. Relevant Experience

Keller Canyon has been in operation since 1992 – the youngest and only completely lined Class II landfill within the State of California. Keller Canyon receives approximately 1.2 million tons per year of MSW and ADC. All MSW volume arriving at Keller Canyon is first transferred from a designated and brought to the landfill. Keller Canyon landfill predominately receives **MSW volumes from Republic Services'** hauling and post-collection operations, however, also receives MSW from a variety of other 3<sup>rd</sup> party hauling companies as well as municipal jurisdictions. Keller Canyon also receives **significant volumes of "special waste,"** consisting industrial hauling, ADC, low-level contaminated soils, refinery waste, treatment plant waste, etc.

### 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) West Contra Costa Integrated Waste Management Authority (RecycleMore)  
Peter Holtzclaw, Executive Director  
3220 Blume Dr Suite 139, Richmond, CA 94806  
Phone: (510) 609-1217  
[PeterH@recyclemore.com](mailto:PeterH@recyclemore.com)





Landfill Disposal Services

Three Year Enforcement History  
 Allied Wastewater Systems, Inc., Keller Canyon Landfill Company, West County Resource Recovery, Inc.  
 (including the parent of each entity and subsidiaries, if any)

Entity Type?	Location Name	Legal Entity Name	State	Facility Type	Caption of Action	Date of Violation	Describe Event	Status of Action	Fine or Penalty Paid	Issuing Agency
Bidding Entity	Keller Canyon LF	Keller Canyon Landfill Company	CA	Landfill	Notice of Violation	9/1/2021	Alleged a surface leak at Well ID #25B and a component leak at Well ID #147.	Resolved	\$2,000	Bay Area Air Quality Management District (BAAQMD)
Bidding Entity	Jerison HL	Allied Waste Systems, Inc.	MI	Hauling Facility	Violation Notice	12/8/2021	NOV escalation from 12/10/2021 agency email containing 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
Bidding Entity	Fort Worth LF (SE)	Allied Waste Systems, Inc.	TX	Landfill	Notice of Violation	9/15/2022	Alleged exceedance of arsenic, per monitoring conducted at outfall A on 9-15-2022.	Pending		City of Fort Worth, TX, Water Department, Pretreatment Services Division
Bidding Entity	Keller Canyon LF	Keller Canyon Landfill Company	CA	Landfill	Notice of Violation	9/25/2022	Alleged failure on 9-25-22 to maintain continuous operation per Air District Regulation 8, Rule 34, Section 301 (NOV No. A61300)	Pending		Bay Area Air Quality Management District (BAAQMD)
Bidding Entity	Keller Canyon LF	Keller Canyon Landfill Company	CA	Landfill	Notice of Violation	9/28/2022	Failure to report non-compliance within 10 days	Pending		Bay Area Air Quality Management District (BAAQMD)
Bidding Entity	Keller Canyon LF	Keller Canyon Landfill Company	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. A61301)	Pending		Bay Area Air Quality Management District (BAAQMD)
Bidding Entity	Keller Canyon LF	Keller Canyon Landfill Company	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. A61302)	Pending		Bay Area Air Quality Management District (BAAQMD)
Bidding Entity	Keller Canyon LF	Keller Canyon Landfill Company	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. A60854)	Pending		Bay Area Air Quality Management District (BAAQMD)
Bidding Entity	Keller Canyon LF	Keller Canyon Landfill Company	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. A60855)	Pending		Bay Area Air Quality Management District (BAAQMD)
Bidding Entity	West Detroit HL (Cogswell)	Allied Waste Systems, Inc.	MI	Hauling Facility	Violation Notice	10/28/2022	Alleged recordkeeping and SWPPP related violations.	Pending		Michigan Department of Environment, Great Lakes, and Energy (EGLE), Warren District Office
Bidding Entity	Keller Canyon LF	Keller Canyon Landfill Company	CA	Landfill	Notice of Violation	11/3/2022	Alleged failure to maintain continuous operation of the GCCS on 11-3-2022.	Pending		Bay Area Air Quality Management District (BAAQMD)
Bidding Entity	Keller Canyon LF	Keller Canyon Landfill Company	CA	Landfill	Notice of Violation	12/6/2022	Alleged failure to maintain continuous operation.	Pending		Bay Area Air Quality Management District (BAAQMD)
Bidding Entity	Martinez TS (Contra Costa Transfer)	Allied Waste Systems, Inc.	CA	Transfer Station	Aboveground Petroleum Storage Act Inspection Report	1/25/2023	'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. Agency modified initial report on 2-7-2023.	Pending		Certified Unified Program Agency, Contra Costa Health Services - Hazardous Materials Programs
Bidding Entity	Keller Canyon LF	Keller Canyon Landfill Company	CA	Landfill	Notice of Violation	5/16/2023	Alleged surface emissions in excess of 500 ppmv	Pending		Bay Area Air Quality Management District (BAAQMD)
Bidding Entity	Keller Canyon LF	Keller Canyon Landfill Company	CA	Landfill	Notice of Violation	6/21/2023	Alleged surface leaks and integrated surface emission standard exceedance.	Pending		Bay Area Air Quality Management District (BAAQMD)
Bidding Entity	Keller Canyon LF	Keller Canyon Landfill Company	CA	Landfill	Notice of Violation	8/21/2023	Alleged landfill gas collection system component methane leaks.	Pending		Bay Area Air Quality Management District (BAAQMD)
Bidding Entity	Oklahoma City HL (7540 S.W.)	Allied Waste Systems, Inc.	OK	Hauling Facility	Notice of Violation	1/19/2024	Alleged AST non-compliance - liquid level sensing devices not tested annually.	Pending		Oklahoma Corporation Commission, Petroleum Storage Tank Division
Susidiary	Richmond RC (Pittsburg)	West County Resource Recovery, Inc.	CA	Materials Recovery Facility	Notice of Violation and Affidavit of Inspector	9/8/2021	Alleged violation for requiring ID for transactions below \$100.00	Pending		CalRecycle (formerly California Integrated Waste Management Board) w/LEA

Three Year Enforcement History  
 Allied Wastewater Systems, Inc., Keller Canyon Landfill Company, West County Resource Recovery, Inc.  
 (including the parent of each entity and subsidiaries, if any)

Entity Type?	Location Name	Legal Entity Name	State	Facility Type	Caption of Action	Date of Violation	Describe Event	Status of Action	Fine or Penalty Paid	Issuing Agency
Susidiary	Richmond RC (Pittsburg)	West County Resource Recovery, Inc.	CA	Materials Recovery Facility	Finding and Notice of Violation	9/30/2021	Alleged 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-Fueled Vehicles (aka the "Truck and Bus Regulation" or "TBR")	Resolved		United States Environmental Protection Agency, Region 9
Susidiary	Conroe TS (MAT)	Mid America Contractors, L.L.C.	TX	Transfer Station	Notice of Violation	3/1/2023	Alleged failure to remit all water use fees owed to the district within 60 days after date any such fees are due.	Pending		Lone Star Groundwater Conservation District



Landfill Disposal Services

Central/Contra Costa County 4212 Keller Canyon LF Company Litigation Disclosure 3-years

Matter Name	Description	Substantive Law	Start Date	Case Number	Court	State	Date Resolved	Description of Resolution
Roenker v. Bridgeton Landfill, LLC, Republic Services, Inc., Allied Services, LLC., Westlake Landfill, Inc., Rock Road Industries, Inc., Jared Romaine, David Vasbinder	Roenker's claim their property, the family farm, is contaminated with radioactive material (Uranium (U-238) decay products, which includes Thorium (Th-232), and Uranium (U235).	Environmental Law	05/04/2017		St. Louis County	Missouri	07/20/2022	RESOLVED. The case was resolved and a stipulation of dismissal filed on March 13, 2020.
Homefed Village III Master, LLC v. Otay Landfill, Inc., Allied Waste Systems, Inc. dba Pacific Waste Services, Republic Services, Inc., American Recycling International, Inc. dba LKQ Pick Your Part Chula Vista (correct legal entity, Allied Waste Systems, Inc. d/b/a Republic Services of Chula Vista and Otay Landfill, Inc. d/b/a Otay Landfill).	The matter involves HomeFed sending us a notice of intent letter under RCRA. There were two letters issued, one to Otay Landfill and to Chula Haula Vista Hauling operation. Homefed filed suit in U.S. District Court on 4/24/2020 alleging violation of RCRA, public and private nuisance, and trespass.	Environmental Law	12/03/2019	20-CV-0784 H JLB	U.S. District Court for the Southern District of California	California		RESOLVED FOR ALLIED WASTE SYSTEMS, INC.
Allied Waste Systems, Inc. has been dismissed. Sonja Martin and Ramy Yassin v. Keller Canyon Landfill Company (correct legal entity: Keller Canyon Landfill Company d/b/a Keller Landfill)	The complaint on behalf of owners, occupants and renters of residential property within two miles of the landfill, alleges public nuisance, private nuisance, negligence/gross negligence due to odors from the landfill.	Environmental Law	05/01/2020	c20-00610	Superior Court of the State of California, County of Contra Costa	California	06/20/2023	RESOLVED. Settled pursuant to Settlement Agreement dated 5/16/2022. The settlement includes no admission of liability, fault or wrongdoing. The Court entered a Final Judgment approving the fairness of the settlement on 9/16/2022.



## 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 Keller Canyon Landfill Company, 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 Keller Canyon Landfill Company 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 information included in this section is for

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

Republic Services, Inc.

### Years Incorporated and Doing Business

Consolidated was incorporated in 1989 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 Keller Canyon Landfill Company is 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:

901 Bailey Rd., Pittsburg, CA 94565

## 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.*



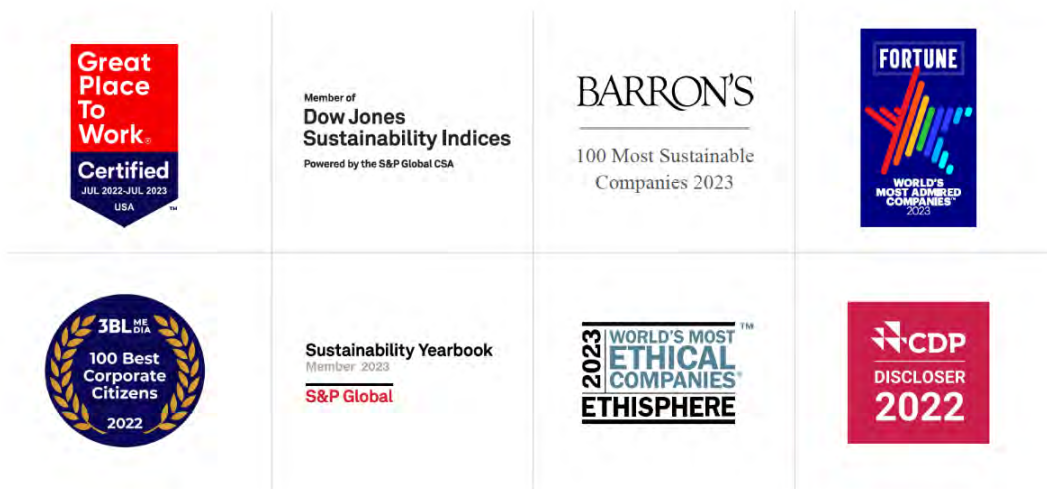




measure to avoid a labor dispute or labor unrest during the term of the collection services agreement.

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)

### REPUBLIC SERVICES, INC. CONSOLIDATED BALANCE SHEETS (in millions, except per share data)

	December 31, 2023	December 31, 2022
<b>ASSETS</b>		
Current assets:		
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	\$ 31,410.1	\$ 29,052.9
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Current liabilities:		
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		
Stockholders' equity:		
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	10,543.5	9,686.8
Total liabilities and stockholders' equity	\$ 31,410.1	\$ 29,052.9

The accompanying notes are an integral part of these financial statements.



**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.



**REPUBLIC SERVICES, INC.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(in millions)

	Years Ended December 31,		
	2023	2022	2021
Cash provided by operating activities:			
Net income	\$ 1,731.4	\$ 1,487.6	\$ 1,292.3
Adjustments to reconcile net income to cash provided by operating activities:			
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	57.0
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)
Change in assets and liabilities, net of effects from business acquisitions and divestitures:			
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 retirement of certain hedging relationships	2.4	—	—
Cash provided by operating activities	<u>3,617.8</u>	<u>3,190.0</u>	<u>2,786.7</u>
Cash used in investing activities:			
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)
Cash used in investing activities	<u>(3,666.8)</u>	<u>(4,423.0)</u>	<u>(2,466.1)</u>
Cash provided by (used in) financing activities:			
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	(40,410.8)	(14,281.7)	(5,304.5)
Issuances of common stock, net	(1.2)	(13.6)	(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)	(33.2)
Contingent consideration payments	(19.6)	(9.6)	(21.3)
Cash provided by (used in) financing activities	<u>61.9</u>	<u>1,344.2</u>	<u>(329.2)</u>
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
Cash, cash equivalents, restricted cash and restricted cash equivalents at end of year	<u>\$ 227.5</u>	<u>\$ 214.3</u>	<u>\$ 105.6</u>

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.

<p>Bank of America Attn: Confirmation Department Reference: Republic Services Inc. Tax ID 65-0716904 Phone: (803) 832-7770 Fax (Toll #): (900) 733-5100 Online: <a href="http://www.bankVOD.com">www.bankVOD.com</a></p>
<p>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</p>
<p>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)</p>



## 4. Technical Proposal

### A. Base Services

#### Disposal: Keller Canyon Landfill

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.

#### Landfill Services

A landfill is where material that cannot be recycled in some manner is processed for disposal. Landfills are among the most complex facilities in our portfolio due to the tremendous responsibility we hold to **appropriately handle the nation’s waste.**

Each landfill is segmented into cells, which are engineered in sections to handle the waste deposited at the facility. All our landfill facilities are subject to the Resource Conservation Recovery Act (RCRA) Subtitle D regulations which ensure that the facility contains:

*Figure 14. Landfill. Our landfill operations are staffed by highly trained environmental and landfill engineers.*



*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

- Liner in the bottom of each cell to separate the deposited waste from the environment.
- Layers of daily waste deposits from the community, as well as a layer of daily cover, such as soil to help reduce odors and other vectors.
- An elaborate leachate system, which catches and processes rainwater that leaches through the landfill over time.
- A complex system of pipes and pumps that capture and process the landfill gas (methane) which is a natural byproduct of waste over time.
- An engineered cap that is placed over the top of a closed cell.

Republic Services owns or operates 198 active landfills. As of December 31, 2018, we have approximately 37,800 permitted acres and total available permitted and probable expansion disposal capacity of approximately 5 billion in-place cubic yards.

The in-place capacity of our landfills is subject to change based on engineering factors, requirements of regulatory authorities, our ability to continue to operate our landfills in compliance with applicable regulations, and our ability to successfully renew operating permits and obtain expansion permits at our sites. Some of our landfills accept non-hazardous special waste, including utility ash, asbestos and contaminated soils.

Most of our active landfill sites have the potential for expanded disposal capacity beyond the currently permitted acreage. We monitor the availability of permitted disposal capacity at each of our landfills and evaluate



whether to pursue an expansion at a given landfill based on estimated future waste volumes and prices, market needs, remaining capacity and the likelihood of obtaining an expansion. To satisfy future disposal demand, we are currently seeking to expand permitted capacity at certain landfills.

Republic Services is committed to harnessing landfill gas, the natural byproduct of decomposing waste, and converting it to energy. The use of landfill gas provides our economy with benefits, including reducing air pollution through the capture and use of methane. As of April 2022, we operated 77 landfill gas and renewable energy projects. We also have responsibility for more than a hundred closed landfills, for which we have associated closure and post-closure obligations.

### Keller Canyon Landfill Profile

Republic Services owns and operates the Keller Canyon Landfill located at 901 Bailey Road, Pittsburg, CA 94565.

Facility Hours: 7 AM to 3:30 PM Monday – Saturday, except for observed holidays.

Service Area: Central Contra Costa County

Capacity: 3,500 tons of solid waste per day and 1,500 tons of ADC per day.

### This location’s Solid Waste Facility

Permit number is 07-AA-0032.

Accepted Materials:

- Yard Waste (as ADC)
- Solid Waste
- Hazardous waste is not accepted at this landfill station.

### Design

We are a permitted Subtitle D lined facility with 24 inches of 1 x 10-7 cm/s compacted clay and a 60 mil HDPE composite liner.

Leachate is managed by a gravity drained leachate collection system with leachate storage tanks. Current remaining airspace as of this proposal submission is 46 million cubic yards. This gives a life-expectancy of 47 years at the current depletion trend.

### Facility Operations

Republic has proposed a turn-key operation with the continued use of the Keller Canyon Landfill as the designated disposal facility that will require no additional permits for the **continued acceptance of all of the CCCSWA’s** material. Republic Services owns the 2,554 acres of land with 244-acre disposal footprint.

Operating plans and records are maintained on site. Operations are conducted in accordance with local, state and federal **regulations, as well as the facility’s permit** requirements.

All disposal cells are in compliance with part 258 of Title 40 of Federal Regs (CFR) referred to as "Subtitle D." As a Class II waste disposal facility, Keller is allowed to accept designated wastes such as TWW, dewatered sewage sludge, sterilized infectious waste, treated biosolids, and other designated wastes. Keller is a closed hydrologic basin which discharges stormwater to a large onsite detention basin. **Keller Canyon’s** groundwater monitoring system consists of 24 wells, 19 piezometers and 4 springs. The GCCS consists of over 150-lfg wells and two low emission flares.

- Typical turnaround times: 30 minutes
- Worst-case turnaround times: 40 minutes
- Load checking programs: MSW is first monitored and evaluated for potential contaminants and non-compliant waste at the transfer station. It is again monitored at the scale house upon arrival as well as when unloaded at the designated tipping area. Keller Canyon is also equipped with radiation monitors **at the scale house upon a truck’s arrival** to the site.
- Scales: 3 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 unnecessary for them to weigh-out due to the tare weight already being determined 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 landfill, there is no diversion for MSW volumes arriving at the site. Any divertible materials are screened and removed prior to the arrival at the landfill. As such, no C&D, recyclables, and/or organics (except for ADC) are either disposed of or transloaded from Keller Canyon. Having no ancillary processing operations located at the site, the operational focus is oriented on disposal and we are able to uphold a high level of landfill efficiency.

The beneficial reuse gas projects located at Keller Canyon include a 4k cfm Renewable Natural Gas Facility that sends treated natural gas to the PG&E pipeline and a Gas to Energy facility that will electrify the RNG plant and send power to the grid. Republic **Services' gas-to-energy** plant at Keller Canyon generates enough electricity to power 2,200 homes. The use of landfill gas rather than non-renewable sources has the clean air benefit equivalent to taking more than 31,400 passenger vehicles off the road, or planting 34,200 acres of Pine Forest (EPA LFG Energy Benefits Calculator).

The landfill gas wellfield is monitored bi-weekly. An active gas collection system is operational and maintained. Berms, pipes, drainage ditches and sediment ponds are used to prevent runoff and run-on storm water. Monitoring is conducted in accordance with the Industrial General Permit and the Storm Water Pollution Prevention Plan.

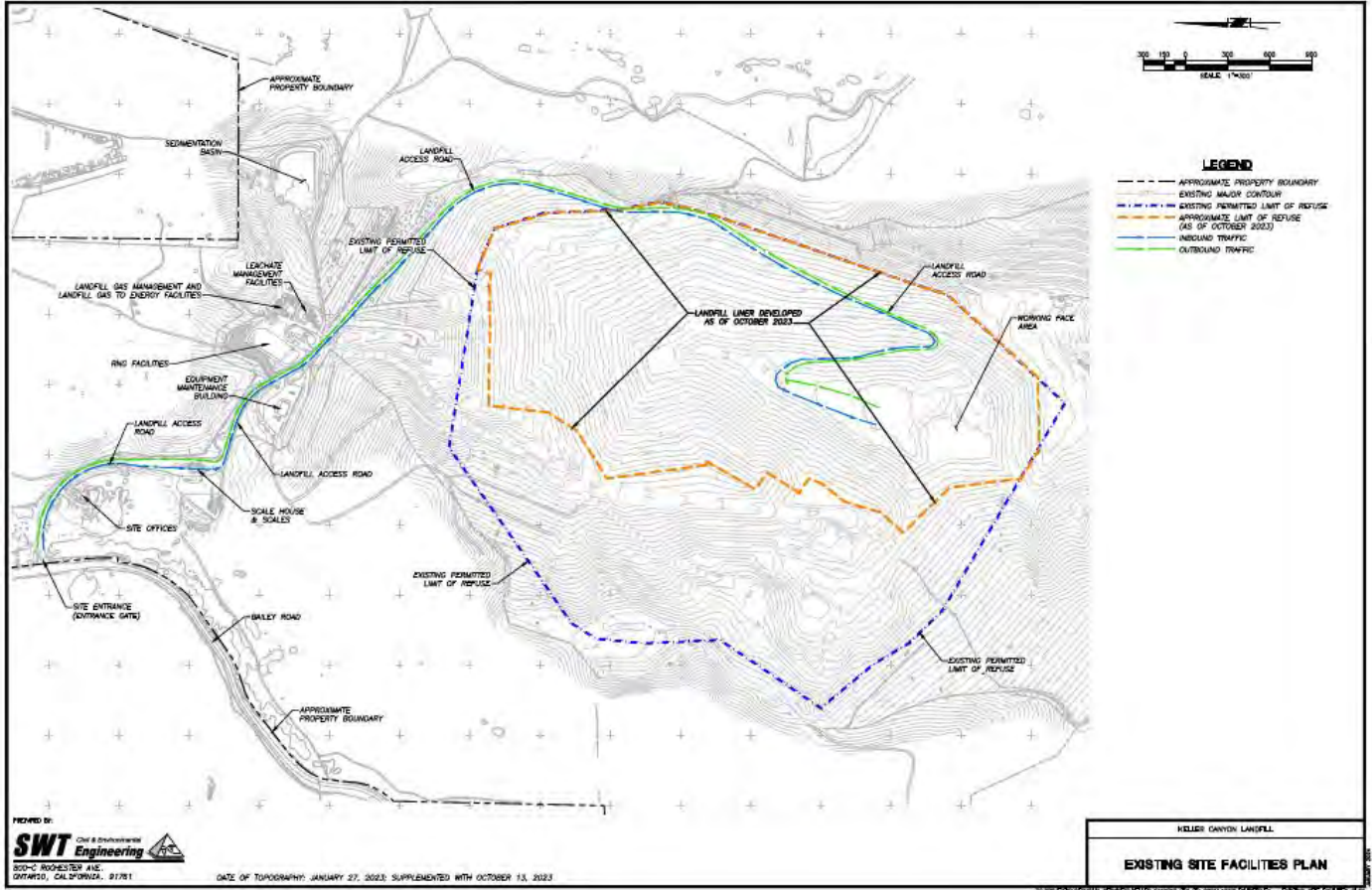
Independent consultants collect samples and perform analyses at off-site laboratories.

Closure is performed as a normal operating procedure throughout the life of the facility. Post-closure will be performed by Republic Services, for a minimum of 30 years after final closure.





# Site Maps and Traffic Flow





## 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, extensive ground water, air and surface water runoff monitoring, provisions for leachate and landfill gas control as well as screening procedures for any household hazardous waste that may mistakenly arrive at the facility. As a Class II facility, Keller Canyon is allowed to accept designed waste such as TWW, dewatered sewage sludge, sterilized infectious waste, treated biosolids, and other designated waste. All disposal cells are in compliance with part 258 of Title 40 of Federal Regulations (CFR) referred to as "Subtitle D."

## 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](mailto: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)

*Figure 15. Each year, Republic Services avoids double-digit millions of metric tons of CO2 emissions in our landfills.*





## 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 solid waste disposal at Keller Canyon Landfill throughout the term of the agreement with the Central Contra Costa Solid Waste Authority. Keller Canyon Landfill is permitted to accept up to 3,500 (MSW) tons per day. This permitted daily throughput will guarantee disposal capacity for the volume generated and collected **within the Authority's service area** on a daily basis.

Please see capacity commitment letter on the following page from Contra Costa Waste Services relative to providing transfer and **transport services of MSW to Republic's Keller Canyon Landfill Facility**.

## Current Jurisdictions Using Keller Canyon Landfill

- City of Brentwood, CA: +43,000 annual tons  
 Contact:  
 Jon Carlson, Solid Waste Manager  
 Public Works/Operations  
 2301 Elkins Way, Brentwood, CA 94513-7344  
 Phone: 925.516.6095
- Contra Costa Waste Services:  
 +240,000 annual tons  
 Contact: Ritchie Granzella  
 (925) 771-2716
- Golden Bear Transfer Station (Republic Services-owned Transfer Station delivering MSW from West Contra Costa County jurisdictions):  
 +149,000 annual tons.  
 Contact:  
 Ken Lewis, General Manager

1C Parr Blvd., Richmond CA 94801  
[klewis5@republicservices.com](mailto:klewis5@republicservices.com)

- Contra Costa Transfer Station  
 Republic Services-owned Transfer Station delivering MSW from Central Contra Costa jurisdictions, including the following:

  - City of Antioch: ~48,000 annual tons  
 Contact: Julie Haas Wajdowicz  
 (925) 779-7097
  - City of Benicia: ~17,000 annual tons  
 Contact: Sharon Denny  
 (707) 746-4200
  - City of Clayton: ~4,000 annual tons  
 Contact: Adam Politzer  
 (925) 673-7300
  - Contra Costa County: ~8,000 annual tons  
 Contact: David Brockbank  
 (925) 671-7794
  - City of Martinez: ~17,000 annual tons  
 Contact: Steve Devine  
 (925) 839-3209
  - City of Pleasant Hill: ~16,000 annual tons  
 Contact: Ann James  
 (925) 671-5244

## Import Restrictions and/or Fees

- LEA (Local Enforcement Agency) Fee: \$1.25
- AB 1220 IWM Fee: \$1.40
- Contra Costa County Surcharge (25%): \$7.0603
- Contra Costa County Bailey Road Surcharge: \$0.5400
- AB 939 Fee: \$0.1500
- Total Taxes & Fees: \$10.4003



May 31, 2024

RecycleSmart  
Mr. David Krueger  
Executive Director  
1850 Mr. Diablo Blvd., Ste. 320  
Walnut Creek, CA 94596

**MDRRP MSW Transfer Station Capacity Commitment**

Dear Mr. Krueger,

I, Kish Rajan, acknowledge that our organization, Mt. Diablo Resource Recovery (MDRR), is listed as a subcontractor to the Disposal Services response from Republic Services, to the Central Contra Costa Solid Waste Authority's (RecycleSmart) Post-Collection Request for Proposals. MDRR has made long-term investments into our facility, Mt. Diablo Resource Recovery Park (MDRRP). As such, our facility is supremely poised to manage the transfer of RecycleSmart's MSW materials. This guarantee includes meeting all capacity requirements needed to service the jurisdictions including daily and annual tonnage limits. This capacity guarantee will survive the term of the final agreement.

MDRR has submitted a comprehensive Transfer Services proposal under separate cover, where our organization will be the signatory of a separate Transfer Services Agreement directly with RecycleSmart.

Best Regards,

A handwritten signature in blue ink, appearing to read "Kish Rajan".

Kish Rajan  
CEO

4080 Mallard Drive, Concord, CA 94520 • Post Office Box 5397, Concord, CA 94524  
(925) 682-9113 • [www.mdr.com](http://www.mdr.com) • Printed on Recycled Paper



## Operations Restrictions

- Hours of Operations: 7:00 am – 7:30 pm, Monday – Saturday (by permit). However, most disposal is concluded by 4:00 pm each day.
- Daily Disposal Limitations: 3,500 tons of MSW per day
- Daily Limitations on Truck Arrivals: 260 trucks per day

## Staffing

- Office staff: 5
- Operations Manager: 1
- Lead Operator: 1
- Heavy Equipment Operator: 9
- Lead Technician: 1
- Technicians: 4
- Scale-house Attendants: 2
- Laborer: 1

## 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 anticipates a permitted disposal boundary modification that will move airspace currently permitted in the front of the landfill to the back of the landfill (canyon). As a result, the landfill operations will be further away from existing residential communities. This permit modification is expected to occur in 2025.

## 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.



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%
								18,224.58	100%



A. RDRS Reports

Keller Canyon Landfill Q4 – 2023

## RDRS Quarterly Report Summary 2023 Quarter 4

### Summary Information for Reporting Entity Filing Report

<p><b>Organization/Site:</b> Keller Canyon Landfill</p> <p><b>Reporting Entity Name:</b> Keller Canyon Landfill</p> <p><b>RDRS #:</b> RD10351</p> <p><b>Reporting Entity Activity:</b> Landfill</p> <p><b>Report Summary Generated On:</b> April 1, 2024</p>	<p><b>Physical Address:</b> 901 Bailey Rd, Pittsburg, California 94565</p> <p><b>Mailing Address:</b> 901 Bailey Rd, Pittsburg, California 94565</p>
--	--

### Quarterly Report Submittal Information

<p><b>Organization/Site:</b> Keller Canyon Landfill</p> <p><b>Report Year/Quarter:</b> 2023 Q4</p> <p><b>Submittal Status:</b> Submitted</p> <p><b>Reporting Exemption:</b> No</p> <p><b>Reporting Exemption Type:</b> N/A</p> <p><b>Submitted On:</b> April 1, 2024</p> <p><b>Last Revised On:</b> N/A</p> <p><b>Revised Report:</b> No</p> <p><b>Revision Number:</b> Original Submission</p>	<p><b>Submitted By:</b> Thandar Oo</p> <p><b>Phone:</b> (925) 232-2911</p> <p><b>E-mail:</b> too@republicservices.com</p> <p><b>Primary Contact:</b> Rowena Correa</p> <p><b>Signature Authority:</b> N/A</p>
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### Reporting Entities

**Parent and Dependent Reporting Entity Activities Covered by This Quarterly Report**

RDRS ID	Entity Name	Activity Type
10351	Keller Canyon Landfill	Landfill

### Quarterly Report Revision History

Revision Number	Started On	Submitted On
Original Submission	04/01/2024	04/01/2024



## 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.

### Summary of Total Inflow Tons Accepted for All Material Streams

Category	Tons Accepted by Your Facility
Tons Accepted from Transfer/Processors	189,755.97
Tons Accepted from Direct Haul	37,099.11
Total Tons Accepted	226,855.08

### 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
Bee Green Recycling & Supply, LLC / Inert Yard	Bee Green Recycling & Supply (RD11046)	Non-Green Material for Beneficial Reuse	Road Base	782.93	758.61	Modified
Central Processing Facility	Central Processing Facility (RD10639)	Solid Waste for Disposal	N/A	6,389.40	6,389.40	Accepted
City of Brentwood	Brentwood Transfer Station (RD10377)	Green Material for Beneficial Reuse	N/A	2,959.51	2,959.51	Accepted
City of Brentwood	Brentwood Transfer Station (RD10377)	Solid Waste for Disposal	N/A	7,873.75	7,873.75	Accepted
Contra Costa Transfer & Recovery Station	Contra Costa Transfer & Recovery Station (RD10321)	Solid Waste for Disposal	N/A	57,758.79	57,758.79	Accepted
Contra Costa Waste Service, Inc.	Contra Costa Waste Service, Inc. (RD10059)	Non-Green Material for Beneficial Reuse	CDI	12,230.71	12,230.71	Accepted
Contra Costa Waste Service,	Contra Costa Waste Service, Inc. (RD10059)	Solid Waste for	N/A	63,540.48	63,540.48	Accepted





Inc.		Disposal				
Excess Recovery, Inc.	Excess Recovery, Inc. (RD12511)	Solid Waste for Disposal	N/A	811.80	858.33	Modified
WCCSLF Organics Materials Processing	Golden Bear Waste Recycling Center (RD10640)	Solid Waste for Disposal	N/A	36,167.27	36,167.27	Accepted
<b>Total</b>				<b>188,514.64</b>	<b>188,536.85</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
Excess Recovery, Inc.	Excess Recovery, Inc. (RD12511)	Non-Green Material for Beneficial Reuse	Fines	33.87
Premier Recycling	Premier Recycling - Transfer/Processor (RD12518)	Non-Green Material for Beneficial Reuse	Fines	18.45
Premier Recycling	Premier Recycling - Transfer/Processor (RD12518)	Solid Waste for Disposal	N/A	1,051.59
SUPER LINK PLASTIC, INC	Super Link Plastic, Inc. (RD11958)	Solid Waste for Disposal	N/A	115.21
<b>Total</b>				<b>1,219.12</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
Designated Waste for Disposal	N/A	23,847.83
Green Material for Beneficial Reuse	N/A	754.79
Non-Green Material for Beneficial Reuse	Asphalt Paving	80.50
Non-Green Material for Beneficial Reuse	Concrete	459.41
Non-Green Material for Beneficial Reuse	Fines	285.11
Non-Green Material for Beneficial Reuse	Other - Overs	5,640.82
Non-Green Material for Beneficial Reuse	Sand	811.69
Solid Waste for Disposal	N/A	5,218.96
<b>Total</b>		<b>37,099.11</b>



## On Site Disposal

### On Site Disposal Summary

<b>Solid Waste Disposal</b>	<b>Tons</b>
Total Inflow of Solid Waste Disposal	178,973.78
On Site Disposal of Solid Waste from Direct Haul	(5,218.96)
On Site Disposal of Solid Waste from Transfer/Processors	(173,754.82)
<b>Disaster Debris Disposal</b>	<b>Tons</b>
Total Inflow of Disaster Debris Disposal	0.00
On Site Disposal of Disaster Debris from Direct Haul	(0.00)
On Site Disposal of Disaster Debris from Transfer/Processors	(0.00)
<b>Designated Waste Disposal</b>	<b>Tons</b>
Total Inflow of Designated Waste Disposal	23,847.83
On Site Disposal of Designated Waste from Direct Haul	(23,847.83)
On Site Disposal of Designated Waste from Transfer/Processors	(0.00)

### Disposal Based on Inflows Accepted

Received from Organization/Site	Reporting Entity Activity (RDRS #)	Material	On Site Disposal Type	Tons
Central Processing Facility	Central Processing Facility (RD10639)	Mixed Solid Waste	Landfill Disposal	6,389.40
City of Brentwood	Brentwood Transfer Station (RD10377)	Mixed Solid Waste	Landfill Disposal	7,873.75
Contra Costa Transfer & Recovery Station	Contra Costa Transfer & Recovery Station (RD10321)	Mixed Solid Waste	Landfill Disposal	57,758.79
Contra Costa Waste Service, Inc.	Contra Costa Waste Service, Inc. (RD10059)	Mixed Solid Waste	Landfill Disposal	63,540.48
Direct Haul		Designated Waste	Designated Waste Disposal	23,847.83
Direct Haul		Mixed Solid Waste	Landfill Disposal	5,218.96
Excess Recovery, Inc.	Excess Recovery, Inc. (RD12511)	Mixed Solid Waste	Landfill Disposal	858.33
Premier Recycling	Premier Recycling - Transfer/Processor (RD12518)	Mixed Solid Waste	Landfill Disposal	1,051.59
SUPER LINK PLASTIC, INC	Super Link Plastic, Inc. (RD11958)	Mixed Solid Waste	Landfill Disposal	115.21
WCCSLF Organics Materials Processing	Golden Bear Waste Recycling Center	Mixed Solid Waste	Landfill Disposal	36,167.27



	(RD10640)			
<b>Total</b>				<b>202,821.61</b>

## Beneficial Reuse

### Beneficial Reuse Summary

<b>Green Material for Beneficial Reuse</b>	<b>Tons</b>
Total Inflow of Green Material for Potential Beneficial Reuse	3,714.30
On Site Use of Green Material ADC	(3,714.30)
On Site Use of Green Material AIC	(0.00)
On Site Use of Green Material Construction	(0.00)
On Site Use of Green Material Landscaping and Erosion Control	(0.00)
Remaining Green Material available for On Site Beneficial Reuse	(0.00)
<b>Non-Green Material for Beneficial Reuse</b>	<b>Tons</b>
Total Inflow of Non-Green Material for Potential Beneficial Reuse	20,319.17
On Site Use of Non-Green Material ADC	(18,208.96)
On Site Use of Non-Green Material AIC	(0.00)
On Site Use of Non-Green Material Construction	(2,110.21)
On Site Use of Non-Green Material Landscaping and Erosion Control	(0.00)
Remaining Non-Green Material available for On Site Beneficial Reuse	(0.00)

### Green Material

**Total Green Material Inflow**  
3,714.30

Received from Organization/Site	Reporting Entity Activity (RDRS #)	Inflow Tons	ADC	AIC	Construction	Landscaping and Erosion Control	Total Tons Entered
City of Brentwood	Brentwood Transfer Station (RD10377)	2,959.51	2,959.51	0.00	0.00	0.00	2,959.51
Direct Haul		754.79	754.79	0.00	0.00	0.00	754.79
<b>Total</b>							<b>3,714.30</b>

### Non-Green Material

**Total Non-Green Material Inflow**  
20,319.17

Received from Organization/Site	Reporting Entity Name (RDRS #)	Material Type	Inflow Tons	ADC	AIC	Construction	Landscaping and Erosion Control	Total Tons Entered
Bee Green Recycling & Supply, LLC / Inert Yard	Bee Green Recycling & Supply (RD11046)	Road Base	758.61	0.00	0.00	758.61	0.00	758.61
Contra Costa Waste Service, Inc.	Contra Costa Waste Service, Inc. (RD10059)	CDI	12,230.71	12,230.71	0.00	0.00	0.00	12,230.71
Excess Recovery, Inc.	Excess Recovery, Inc. (RD12511)	Fines	33.87	33.87	0.00	0.00	0.00	33.87



Premier Recycling	Premier Recycling - Transfer/Processor (RD12518)	Fines	18.45	18.45	0.00	0.00	0.00	18.45
Direct Haul		Asphalt Paving	80.50	0.00	0.00	80.50	0.00	80.50
Direct Haul		Other - Overs	5,640.82	5,640.82	0.00	0.00	0.00	5,640.82
Direct Haul		Sand	811.69	0.00	0.00	811.69	0.00	811.69
Direct Haul		Fines	285.11	285.11	0.00	0.00	0.00	285.11
Direct Haul		Concrete	459.41	0.00	0.00	459.41	0.00	459.41
<b>Total</b>								<b>20,319.17</b>

## Outflows

### Outflow Streams Sent

No Data Entered

### Outflow Summary

Outflow Stream	Total Tons Sent
There are no outflows.	

### Outflow Methodology

Questions on how outflow tons are determined and jurisdiction of origin is tracked.

Method(s) Used To Determine Tons Sent

- Not answered yet.

### Outflow Detail by Material Stream

No Data Entered



## Disposal Origins

Method(s) Used To Determine Jurisdiction Of Origin For Municipal Solid Waste (msw) 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.
- Other - Material from Richmond is host assigned as it is the residuals from their compost operations..

### Direct Haul Disposal Origins Accepted

**Total Direct Haul Disposal Inflow Tons**  
5,218.96

Jurisdiction of Origin	Host Assigned	State, Country or Tribal Land	Tons Accepted	Percentage Accepted
Richmond	No	California, United States	5,218.96	100.00
<b>Total</b>			<b>5,218.96</b>	<b>100.00</b>

## Green Material Potential Beneficial Reuse Origins

Method(s) Used To Determine Jurisdiction Of Origin For Green Material 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.

### Direct Haul Green Material Potential Beneficial Reuse Origins Accepted

**Total Direct Haul Green Material Potential Beneficial Reuse Inflow Tons**  
754.79

Jurisdiction of Origin	Host Assigned	State, Country or Tribal Land	Tons Accepted	Percentage Accepted
Antioch	No	California, United States	36.94	4.89
Clayton	No	California, United States	717.85	95.11
<b>Total</b>			<b>754.79</b>	<b>100.00</b>



## Source Sector

### Source Sector for Solid Waste Sent

#### Methodology Used

- Assign source sector based on truck type
- Assign source sector based on billing records
- Use periodic reports from contract haulers on the source sectors of their routes
- Other - Richmond tons are residuals from Organics composting operations at West County

**Total Sent to Disposal from Direct Haul:**  
5,218.96

Source Sector	Tons Sent	Percentage
Commercial	5,218.96	100.00
Residential	0.00	0.00
Self-Haul	0.00	0.00
<b>Total</b>	<b>5,218.96</b>	<b>100.00</b>

## Organics Measurement

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
Informational	N/A	On Site Uses	Facility beneficial reuse for the year (summed) for ADC green material, Total ADC, Total AIC, Total Landscaping and Erosion Control and Total Construction greater than prior year and exceeds the threshold	The total tons of green material Alternative Daily Cover (ADC) used by your facility for 2023 was significantly different (50% or more) than the amount used in the prior year. This flag appears to notify you of the significant change in ADC green material use and help you determine if there are any data entry errors or issues in reporting accuracy in your report
Informational	N/A	On Site Uses	Facility beneficial reuse for the year (summed) for ADC green material, Total ADC, Total AIC, Total Landscaping and Erosion Control and Total Construction greater than prior year and exceeds the threshold	The total tons of onsite Alternative Daily Cover (ADC) used by your facility for 2023 was significantly different (50% or more) than the amount used in the prior year. This flag appears to notify you of the significant change in ADC use and help you determine if there are any data entry errors or issues in reporting accuracy in your report.
Informational	N/A	On Site Uses	Facility beneficial reuse for the year (summed) for ADC green material, Total ADC, Total AIC, Total Landscaping and Erosion Control and Total Construction greater than prior year and exceeds the threshold	The total tons of on site construction material used by your facility for 2023 was significantly different (50% or more) than the amount used in the prior year. This flag appears to notify you of the significant change in construction onsite use 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.				



Keller Canyon Landfill Q3 – 2023



Recycling & Disposal Reporting System (RDRS)

## RDRS Quarterly Report Summary 2023 Quarter 3

### Summary Information for Reporting Entity Filing Report

<p><b>Organization/Site:</b> Keller Canyon Landfill</p> <p><b>Reporting Entity Name:</b> Keller Canyon Landfill</p> <p><b>RDRS #:</b> RD10351</p> <p><b>Reporting Entity Activity:</b> Landfill</p> <p><b>Report Summary Generated On:</b> December 29, 2023</p>	<p><b>Physical Address:</b> 901 Bailey Rd, Pittsburg, California 94565</p> <p><b>Mailing Address:</b> 901 Bailey Rd, Pittsburg, California 94565</p>
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### Quarterly Report Submittal Information

<p><b>Organization/Site:</b> Keller Canyon Landfill</p> <p><b>Report Year/Quarter:</b> 2023 Q3</p> <p><b>Submittal Status:</b> Submitted</p> <p><b>Reporting Exemption:</b> No</p> <p><b>Reporting Exemption Type:</b> N/A</p> <p><b>Submitted On:</b> December 29, 2023</p> <p><b>Last Revised On:</b> N/A</p> <p><b>Revised Report:</b> No</p> <p><b>Revision Number:</b> Original Submission</p>	<p><b>Submitted By:</b> Thandar Oo</p> <p><b>Phone:</b> (925) 232-2911</p> <p><b>E-mail:</b> too@republicservices.com</p> <p><b>Primary Contact:</b> Rowena Correa</p> <p><b>Signature Authority:</b> N/A</p>
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### Reporting Entities

**Parent and Dependent Reporting Entity Activities Covered by This Quarterly Report**

RDRS ID	Entity Name	Activity Type
10351	Keller Canyon Landfill	Landfill

### Quarterly Report Revision History

Revision Number	Started On	Submitted On
Original Submission	12/29/2023	12/29/2023





## 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.

### Summary of Total Inflow Tons Accepted for All Material Streams

Category	Tons Accepted by Your Facility
Tons Accepted from Transfer/Processors	205,963.77
Tons Accepted from Direct Haul	22,349.50
Total Tons Accepted	228,313.27

### 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
Bee Green Recycling & Supply, LLC / C&D Facility	Bee Green Recycling & Supply (RD10716)	Non-Green Material for Beneficial Reuse	Road Base	111.49	111.49	Accepted
Bee Green Recycling & Supply, LLC / Inert Yard	Bee Green Recycling & Supply (RD11046)	Non-Green Material for Beneficial Reuse	Road Base	783.67	687.72	Modified
City of Brentwood	Brentwood Transfer Station (RD10377)	Green Material for Beneficial Reuse	N/A	2,567.10	2,567.10	Accepted
City of Brentwood	Brentwood Transfer Station (RD10377)	Solid Waste for Disposal	N/A	7,854.36	7,854.36	Accepted
Contra Costa Transfer & Recovery Station	Contra Costa Transfer & Recovery Station (RD10321)	Solid Waste for Disposal	N/A	68,419.04	68,419.04	Accepted
Contra Costa Waste Service, Inc.	Contra Costa Waste Service, Inc. (RD10059)	Non-Green Material for Beneficial Reuse	CDI	14,198.25	14,219.26	Modified



Contra Costa Waste Service, Inc.	Contra Costa Waste Service, Inc. (RD10059)	Solid Waste for Disposal	N/A	66,195.33	66,174.32	Modified
Excess Recovery, Inc.	Excess Recovery, Inc. (RD12511)	Solid Waste for Disposal	N/A	857.78	969.99	Modified
WCCSLF Organics Materials Processing	Golden Bear Waste Recycling Center (RD10640)	Solid Waste for Disposal	N/A	37,245.69	37,245.69	Accepted
<b>Total</b>				<b>198,232.71</b>	<b>198,248.97</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
Central Processing Facility	Central Processing Facility (RD10639)	Solid Waste for Disposal	N/A	6,528.27
Excess Recovery, Inc.	Excess Recovery, Inc. (RD12511)	Non-Green Material for Beneficial Reuse	Fines	17.53
Premier Recycling	Premier Recycling - Transfer/Processor (RD12518)	Solid Waste for Disposal	N/A	1,019.58
SUPER LINK PLASTIC, INC	Super Link Plastic, Inc. (RD11958)	Solid Waste for Disposal	N/A	149.42
<b>Total</b>				<b>7,714.80</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
Designated Waste for Disposal	N/A	12,584.73
Green Material for Beneficial Reuse	N/A	1,400.61
Non-Green Material for Beneficial Reuse	Asphalt Paving	185.98
Non-Green Material for Beneficial Reuse	Concrete	216.51
Non-Green Material for Beneficial Reuse	Fines	79.51
Non-Green Material for Beneficial Reuse	Other - Overs	3,364.03
Non-Green Material for Beneficial Reuse	Sand	803.52
Solid Waste for Disposal	N/A	3,714.61
<b>Total</b>		<b>22,349.50</b>



## On Site Disposal

### On Site Disposal Summary

<b>Solid Waste Disposal</b>	<b>Tons</b>
Total Inflow of Solid Waste Disposal	192,075.28
On Site Disposal of Solid Waste from Direct Haul	(3,714.61)
On Site Disposal of Solid Waste from Transfer/Processors	(188,360.67)
<b>Disaster Debris Disposal</b>	<b>Tons</b>
Total Inflow of Disaster Debris Disposal	0.00
On Site Disposal of Disaster Debris from Direct Haul	(0.00)
On Site Disposal of Disaster Debris from Transfer/Processors	(0.00)
<b>Designated Waste Disposal</b>	<b>Tons</b>
Total Inflow of Designated Waste Disposal	12,584.73
On Site Disposal of Designated Waste from Direct Haul	(12,584.73)
On Site Disposal of Designated Waste from Transfer/Processors	(0.00)

### Disposal Based on Inflows Accepted

Received from Organization/Site	Reporting Entity Activity (RDRS #)	Material	On Site Disposal Type	Tons
Central Processing Facility	Central Processing Facility (RD10639)	Mixed Solid Waste	Landfill Disposal	6,528.27
City of Brentwood	Brentwood Transfer Station (RD10377)	Mixed Solid Waste	Landfill Disposal	7,854.36
Contra Costa Transfer & Recovery Station	Contra Costa Transfer & Recovery Station (RD10321)	Mixed Solid Waste	Landfill Disposal	68,419.04
Contra Costa Waste Service, Inc.	Contra Costa Waste Service, Inc. (RD10059)	Mixed Solid Waste	Landfill Disposal	66,174.32
Direct Haul		Designated Waste	Designated Waste Disposal	12,584.73
Direct Haul		Mixed Solid Waste	Landfill Disposal	3,714.61
Excess Recovery, Inc.	Excess Recovery, Inc. (RD12511)	Mixed Solid Waste	Landfill Disposal	969.99
Premier Recycling	Premier Recycling - Transfer/Processor (RD12518)	Mixed Solid Waste	Landfill Disposal	1,019.58
SUPER LINK PLASTIC, INC	Super Link Plastic, Inc. (RD11958)	Mixed Solid Waste	Landfill Disposal	149.42
WCCSLF Organics Materials Processing	Golden Bear Waste Recycling Center	Mixed Solid Waste	Landfill Disposal	37,245.69



	(RD10640)			
<b>Total</b>				<b>204,660.01</b>

**Beneficial Reuse**

**Beneficial Reuse Summary**

<b>Green Material for Beneficial Reuse</b>	<b>Tons</b>
Total Inflow of Green Material for Potential Beneficial Reuse	3,967.71
On Site Use of Green Material ADC	(3,967.71)
On Site Use of Green Material AIC	(0.00)
On Site Use of Green Material Construction	(0.00)
On Site Use of Green Material Landscaping and Erosion Control	(0.00)
Remaining Green Material available for On Site Beneficial Reuse	(0.00)
<b>Non-Green Material for Beneficial Reuse</b>	<b>Tons</b>
Total Inflow of Non-Green Material for Potential Beneficial Reuse	19,685.55
On Site Use of Non-Green Material ADC	(17,680.33)
On Site Use of Non-Green Material AIC	(0.00)
On Site Use of Non-Green Material Construction	(2,005.22)
On Site Use of Non-Green Material Landscaping and Erosion Control	(0.00)
Remaining Non-Green Material available for On Site Beneficial Reuse	(0.00)

**Green Material**

**Total Green Material Inflow**  
3,967.71

Received from Organization/Site	Reporting Entity Activity (RDRS #)	Inflow Tons	ADC	AIC	Construction	Landscaping and Erosion Control	Total Tons Entered
City of Brentwood	Brentwood Transfer Station (RD10377)	2,567.10	2,567.10	0.00	0.00	0.00	2,567.10
Direct Haul		1,400.61	1,400.61	0.00	0.00	0.00	1,400.61
<b>Total</b>							<b>3,967.71</b>

**Non-Green Material**

**Total Non-Green Material Inflow**  
19,685.55

Received from Organization/Site	Reporting Entity Name (RDRS #)	Material Type	Inflow Tons	ADC	AIC	Construction	Landscaping and Erosion Control	Total Tons Entered
Contra Costa Waste Service, Inc.	Contra Costa Waste Service, Inc. (RD10059)	CDI	14,219.26	14,219.26	0.00	0.00	0.00	14,219.26
Bee Green Recycling & Supply, LLC / Inert Yard	Bee Green Recycling & Supply (RD11046)	Road Base	687.72	0.00	0.00	687.72	0.00	687.72
Bee Green Recycling & Supply, LLC /	Bee Green Recycling & Supply (RD10716)	Road Base	111.49	0.00	0.00	111.49	0.00	111.49



C&D Facility								
Excess Recovery, Inc.	Excess Recovery, Inc. (RD12511)	Fines	17.53	17.53	0.00	0.00	0.00	17.53
Direct Haul		Asphalt Paving	185.98	0.00	0.00	185.98	0.00	185.98
Direct Haul		Other - Overs	3,364.03	3,364.03	0.00	0.00	0.00	3,364.03
Direct Haul		Sand	803.52	0.00	0.00	803.52	0.00	803.52
Direct Haul		Fines	79.51	79.51	0.00	0.00	0.00	79.51
Direct Haul		Concrete	216.51	0.00	0.00	216.51	0.00	216.51
<b>Total</b>								<b>19,685.55</b>

**Outflows**

**Outflow Streams Sent**

No Data Entered

**Outflow Summary**

Outflow Stream	Total Tons Sent
There are no outflows.	

**Outflow Methodology**

Questions on how outflow tons are determined and jurisdiction of origin is tracked.

Method(s) Used To Determine Tons Sent

- Not answered yet.

**Outflow Detail by Material Stream**

No Data Entered



## Disposal Origins

Method(s) Used To Determine Jurisdiction Of Origin For Municipal Solid Waste (msw) 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.
- Other - Material from Richmond is host assigned as it is the residuals from their compost operations..

### Direct Haul Disposal Origins Accepted

**Total Direct Haul Disposal Inflow Tons**  
3,714.61

Jurisdiction of Origin	Host Assigned	State, Country or Tribal Land	Tons Accepted	Percentage Accepted
Richmond	No	California, United States	3,714.61	100.00
<b>Total</b>			<b>3,714.61</b>	<b>100.00</b>

## Green Material Potential Beneficial Reuse Origins

Method(s) Used To Determine Jurisdiction Of Origin For Green Material 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.

### Direct Haul Green Material Potential Beneficial Reuse Origins Accepted

**Total Direct Haul Green Material Potential Beneficial Reuse Inflow Tons**  
1,400.61

Jurisdiction of Origin	Host Assigned	State, Country or Tribal Land	Tons Accepted	Percentage Accepted
Antioch	No	California, United States	856.28	61.14
Clayton	No	California, United States	544.33	38.86
<b>Total</b>			<b>1,400.61</b>	<b>100.00</b>



## Source Sector

### Source Sector for Solid Waste Sent

#### Methodology Used

- Assign source sector based on truck type
- Assign source sector based on billing records
- Use periodic reports from contract haulers on the source sectors of their routes
- Other - Richmond tons are residuals from Organics composting operations at West County

**Total Sent to Disposal from Direct Haul:**  
3,714.61

Source Sector	Tons Sent	Percentage
Commercial	3,714.61	100.00
Residential	0.00	0.00
Self-Haul	0.00	0.00
<b>Total</b>	<b>3,714.61</b>	<b>100.00</b>

## Organics Measurement

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
Verification Needed	Closed	Inflows	Tons reported as accepted from a T/P for all streams totalled significantly different than the amount reported sent to you by the T/P reported in RDRS.	The total tons of disposal and disposal related streams you accepted from Bee Green Recycling & Supply in the 2023 Q3 report is significantly different (20% or more) than what the transfer/processor reported sending to you. While differences in the tons of total disposal and disposal related streams sent and received occur due to several reasons, please be aware that accurate reporting is required under AB 901 regulations. It's important to report the inflow of disposal and disposal related streams accepted from transfer/processors as accurately as possible. Please verify that the tons of disposal and disposal related streams accepted from Bee Green Recycling & Supply is correct by clicking the verify button.
Verification Needed	Closed	Inflows	Transfer/Processor reported sending you material but you report receiving zero tons from the facility for disposal and disposal related material streams.	Your facility reported accepting zero total tons of disposal and disposal related streams from Keller Canyon Landfill in the 2023 Q3 report while the transfer/processor reported sending you disposal and disposal related material in their RDRS report. While differences in the tons of total disposal and disposal related streams sent and received can occur due to several reasons, please be aware that accurate reporting is required under AB 901 regulations. It's important to report the inflow of disposal and disposal related streams accepted from other transfer/processors as accurately as possible. Please review your records to make sure the transfer/processor did not send you any material. If the transfer/processor did not send you any disposal or disposal related streams please verify this by clicking the Verify button. If the facility did send you a disposal material stream correct this issue by editing the appropriate inflow record on the Inflows page. The sending facility has also been notified about this issue.
Correction Required	Closed	Beneficial Reuse	Total tons entered do not match the inflow tons accepted for use for one or more non-green material beneficial reuse records.	The total tons entered do not match the inflow tons for one or more non-green material beneficial reuse records on the Beneficial Reuse tab. Please correct any non-green material inflow records in which the totals don't match so that the inflow tons accepted for use match the total tons entered.
Correction Required	Closed	Beneficial Reuse	Total Non-green material beneficial reuse tons do not match total non green material reuse tons	You reported accepting non-green material beneficial reuse inflow tons for use but the actual total tons entered in the Beneficial reuse tab for ADC, AIC, construction or landscaping use of these materials does not match your





			entered.	total non-green material beneficial reuse inflow tons. Please enter the non green material used for beneficial reuse until the total tons used matches what you reported as accepted for use for non-green material beneficial reuse.
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## Documents

### Documents Added to the Report

Document Type	Title	Description	Document Date	File Name
There are no documents.				



Keller Canyon Landfill Q2 – 2023



Recycling & Disposal Reporting System (RDRS)

## RDRS Quarterly Report Summary 2023 Quarter 2

### Summary Information for Reporting Entity Filing Report

<p><b>Organization/Site:</b> Keller Canyon Landfill</p> <p><b>Reporting Entity Name:</b> Keller Canyon Landfill</p> <p><b>RDRS #:</b> RD10351</p> <p><b>Reporting Entity Activity:</b> Landfill</p> <p><b>Report Summary Generated On:</b> September 28, 2023</p>	<p><b>Physical Address:</b> 901 Bailey Rd, Pittsburg, California 94565</p> <p><b>Mailing Address:</b> 901 Bailey Rd, Pittsburg, California 94565</p>
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### Quarterly Report Submittal Information

<p><b>Organization/Site:</b> Keller Canyon Landfill</p> <p><b>Report Year/Quarter:</b> 2023 Q2</p> <p><b>Submittal Status:</b> Submitted</p> <p><b>Reporting Exemption:</b> No</p> <p><b>Reporting Exemption Type:</b> N/A</p> <p><b>Submitted On:</b> September 28, 2023</p> <p><b>Last Revised On:</b> N/A</p> <p><b>Revised Report:</b> No</p> <p><b>Revision Number:</b> Original Submission</p>	<p><b>Submitted By:</b> Thandar Oo</p> <p><b>Phone:</b> (925) 232-2911</p> <p><b>E-mail:</b> too@republicservices.com</p> <p><b>Primary Contact:</b> Rowena Correa</p> <p><b>Signature Authority:</b> N/A</p>
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### Reporting Entities

**Parent and Dependent Reporting Entity Activities Covered by This Quarterly Report**

RDRS ID	Entity Name	Activity Type
10351	Keller Canyon Landfill	Landfill

### Quarterly Report Revision History

Revision Number	Started On	Submitted On
Original Submission	09/28/2023	09/28/2023



## 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.

### Summary of Total Inflow Tons Accepted for All Material Streams

Category	Tons Accepted by Your Facility
Tons Accepted from Transfer/Processors	203,748.98
Tons Accepted from Direct Haul	23,170.77
Total Tons Accepted	226,919.75

### 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
Bee Green Recycling & Supply, LLC / Inert Yard	Bee Green Recycling & Supply (RD11046)	Non-Green Material for Beneficial Reuse	Road Base	1,026.64	1,019.09	Modified
City of Brentwood	Brentwood Transfer Station (RD10377)	Green Material for Beneficial Reuse	N/A	2,725.40	2,725.40	Accepted
City of Brentwood	Brentwood Transfer Station (RD10377)	Solid Waste for Disposal	N/A	8,415.94	8,415.94	Accepted
Contra Costa Transfer & Recovery Station	Contra Costa Transfer & Recovery Station (RD10321)	Solid Waste for Disposal	N/A	73,046.24	73,046.24	Accepted
Contra Costa Waste Service, Inc.	Contra Costa Waste Service, Inc. (RD10059)	Non-Green Material for Beneficial Reuse	CDI	16,145.58	16,145.58	Accepted
Contra Costa Waste Service, Inc.	Contra Costa Waste Service, Inc. (RD10059)	Solid Waste for Disposal	N/A	57,370.57	57,370.57	Accepted
Excess Recovery, Inc.	Excess Recovery, Inc. (RD12511)	Solid Waste for	N/A	750.43	1,215.94	Modified



		Disposal				
WCCSLF Organics Materials Processing	Golden Bear Waste Recycling Center (RD10640)	Solid Waste for Disposal	N/A	37,409.13	37,409.13	Accepted
<b>Total</b>				<b>196,889.93</b>	<b>197,347.89</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
Central Processing Facility	Central Processing Facility (RD10639)	Solid Waste for Disposal	N/A	4,875.99
Premier Recycling	Premier Recycling - Transfer/Processor (RD12518)	Solid Waste for Disposal	N/A	1,348.68
SUPER LINK PLASTIC, INC	Super Link Plastic, Inc. (RD11958)	Solid Waste for Disposal	N/A	176.42
<b>Total</b>				<b>6,401.09</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
Designated Waste for Disposal	N/A	9,259.84
Green Material for Beneficial Reuse	N/A	4,536.22
Non-Green Material for Beneficial Reuse	Asphalt Paving	380.91
Non-Green Material for Beneficial Reuse	Concrete	219.41
Non-Green Material for Beneficial Reuse	Fines	250.72
Non-Green Material for Beneficial Reuse	Other - Overs	3,625.91
Non-Green Material for Beneficial Reuse	Sand	580.95
Solid Waste for Disposal	N/A	4,316.81
<b>Total</b>		<b>23,170.77</b>



## On Site Disposal

### On Site Disposal Summary

<b>Solid Waste Disposal</b>	<b>Tons</b>
Total Inflow of Solid Waste Disposal	188,175.72
On Site Disposal of Solid Waste from Direct Haul	(4,316.81)
On Site Disposal of Solid Waste from Transfer/Processors	(183,858.91)
<b>Disaster Debris Disposal</b>	<b>Tons</b>
Total Inflow of Disaster Debris Disposal	0.00
On Site Disposal of Disaster Debris from Direct Haul	(0.00)
On Site Disposal of Disaster Debris from Transfer/Processors	(0.00)
<b>Designated Waste Disposal</b>	<b>Tons</b>
Total Inflow of Designated Waste Disposal	9,259.84
On Site Disposal of Designated Waste from Direct Haul	(9,259.84)
On Site Disposal of Designated Waste from Transfer/Processors	(0.00)

### Disposal Based on Inflows Accepted

Received from Organization/Site	Reporting Entity Activity (RDRS #)	Material	On Site Disposal Type	Tons
Central Processing Facility	Central Processing Facility (RD10639)	Mixed Solid Waste	Landfill Disposal	4,875.99
City of Brentwood	Brentwood Transfer Station (RD10377)	Mixed Solid Waste	Landfill Disposal	8,415.94
Contra Costa Transfer & Recovery Station	Contra Costa Transfer & Recovery Station (RD10321)	Mixed Solid Waste	Landfill Disposal	73,046.24
Contra Costa Waste Service, Inc.	Contra Costa Waste Service, Inc. (RD10059)	Mixed Solid Waste	Landfill Disposal	57,370.57
Direct Haul		Designated Waste	Designated Waste Disposal	9,259.84
Direct Haul		Mixed Solid Waste	Landfill Disposal	4,316.81
Excess Recovery, Inc.	Excess Recovery, Inc. (RD12511)	Mixed Solid Waste	Landfill Disposal	1,215.94
Premier Recycling	Premier Recycling - Transfer/Processor (RD12518)	Mixed Solid Waste	Landfill Disposal	1,348.68
SUPER LINK PLASTIC, INC	Super Link Plastic, Inc. (RD11958)	Mixed Solid Waste	Landfill Disposal	176.42
WCCSLF Organics Materials Processing	Golden Bear Waste Recycling Center	Mixed Solid Waste	Landfill Disposal	37,409.13



	(RD10640)			
<b>Total</b>				<b>197,435.56</b>

**Beneficial Reuse**

**Beneficial Reuse Summary**

<b>Green Material for Beneficial Reuse</b>	<b>Tons</b>
Total Inflow of Green Material for Potential Beneficial Reuse	7,261.62
On Site Use of Green Material ADC	(7,261.62)
On Site Use of Green Material AIC	(0.00)
On Site Use of Green Material Construction	(0.00)
On Site Use of Green Material Landscaping and Erosion Control	(0.00)
Remaining Green Material available for On Site Beneficial Reuse	(0.00)
<b>Non-Green Material for Beneficial Reuse</b>	<b>Tons</b>
Total Inflow of Non-Green Material for Potential Beneficial Reuse	22,222.57
On Site Use of Non-Green Material ADC	(20,022.21)
On Site Use of Non-Green Material AIC	(0.00)
On Site Use of Non-Green Material Construction	(2,200.36)
On Site Use of Non-Green Material Landscaping and Erosion Control	(0.00)
Remaining Non-Green Material available for On Site Beneficial Reuse	(0.00)

**Green Material**

**Total Green Material Inflow**  
7,261.62

Received from Organization/Site	Reporting Entity Activity (RDRS #)	Inflow Tons	ADC	AIC	Construction	Landscaping and Erosion Control	Total Tons Entered
City of Brentwood	Brentwood Transfer Station (RD10377)	2,725.40	2,725.40	0.00	0.00	0.00	2,725.40
Direct Haul		4,536.22	4,536.22	0.00	0.00	0.00	4,536.22
<b>Total</b>							<b>7,261.62</b>

**Non-Green Material**

**Total Non-Green Material Inflow**  
22,222.57

Received from Organization/Site	Reporting Entity Name (RDRS #)	Material Type	Inflow Tons	ADC	AIC	Construction	Landscaping and Erosion Control	Total Tons Entered
Contra Costa Waste Service, Inc.	Contra Costa Waste Service, Inc. (RD10059)	CDI	16,145.58	16,145.58	0.00	0.00	0.00	16,145.58
Bee Green Recycling & Supply, LLC / Inert Yard	Bee Green Recycling & Supply (RD11046)	Road Base	1,019.09	0.00	0.00	1,019.09	0.00	1,019.09
Direct Haul		Asphalt Paving	380.91	0.00	0.00	380.91	0.00	380.91



Direct Haul		Other - Overs	3,625.91	3,625.91	0.00	0.00	0.00	3,625.91
Direct Haul		Sand	580.95	0.00	0.00	580.95	0.00	580.95
Direct Haul		Fines	250.72	250.72	0.00	0.00	0.00	250.72
Direct Haul		Concrete	219.41	0.00	0.00	219.41	0.00	219.41
<b>Total</b>								<b>22,222.57</b>

**Outflows**

**Outflow Streams Sent**

No Data Entered

**Outflow Summary**

Outflow Stream	Total Tons Sent
There are no outflows.	

**Outflow Methodology**

Questions on how outflow tons are determined and jurisdiction of origin is tracked.

**Method(s) Used To Determine Tons Sent**

- Not answered yet.

**Outflow Detail by Material Stream**

No Data Entered



## Disposal Origins

Method(s) Used To Determine Jurisdiction Of Origin For Municipal Solid Waste (msw) 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.
- Other - Material from Richmond is host assigned as it is the residuals from their compost operations.

### Direct Haul Disposal Origins Accepted

Total Direct Haul Disposal Inflow Tons

4,316.81

Jurisdiction of Origin	Host Assigned	State, Country or Tribal Land	Tons Accepted	Percentage Accepted
Richmond	No	California, United States	4,316.81	100.00
<b>Total</b>			<b>4,316.81</b>	<b>100.00</b>

## Green Material Potential Beneficial Reuse Origins

Method(s) Used To Determine Jurisdiction Of Origin For Green Material 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.

### Direct Haul Green Material Potential Beneficial Reuse Origins Accepted

Total Direct Haul Green Material Potential Beneficial Reuse Inflow Tons

4,536.22

Jurisdiction of Origin	Host Assigned	State, Country or Tribal Land	Tons Accepted	Percentage Accepted
Antioch	No	California, United States	3,763.99	82.98
Clayton	No	California, United States	772.23	17.02
<b>Total</b>			<b>4,536.22</b>	<b>100.00</b>





## Source Sector

### Source Sector for Solid Waste Sent

#### Methodology Used

- Assign source sector based on truck type
- Use periodic reports from contract haulers on the source sectors of their routes
- Other - Richmond tons are residuals from Organics composting operations at West County

**Total Sent to Disposal from Direct Haul:**  
4,316.81

Source Sector	Tons Sent	Percentage
Commercial	4,316.81	100.00
Residential	0.00	0.00
Self-Haul	0.00	0.00
<b>Total</b>	<b>4,316.81</b>	<b>100.00</b>

## Organics Measurement

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
Verification Needed	Closed	Inflows	Tons reported as accepted from a T/P for all streams totalled significantly different than the amount reported sent to you by the T/P reported in RDRS.	The total tons of disposal and disposal related streams you accepted from Excess Recovery, Inc. in the 2023 Q2 report is significantly different (20% or more) than what the transfer/processor reported sending to you. While differences in the tons of total disposal and disposal related streams sent and received occur due to several reasons, please be aware that accurate reporting is required under AB 901 regulations. It's important to report the inflow of disposal and disposal related streams accepted from transfer/processors as accurately as possible. Please verify that the tons of disposal and disposal related streams accepted from Excess Recovery, Inc. is correct by clicking the verify button.
Informational	N/A	On Site Uses	Facility total on site beneficial reuse green material ADC tons, Total ADC, Total AIC, Total Construction, total landscaping and erosion control used change for a quarter greater than prior year same quarter and exceeds the threshold (very significant)	The total tons of green material Alternative Daily Cover (ADC) used by your facility in 2023 Q2 was significantly different (50% or more) than the amount used in the prior year same quarter. This flag appears to notify you of the significant change in ADC green material use and help you determine if there are any data entry errors or issues in reporting accuracy in your report
Informational	N/A	On Site Uses	Facility total on site beneficial reuse green material ADC tons, Total ADC, Total AIC, Total Construction, total landscaping and erosion control used change for a quarter greater than prior year same quarter and exceeds the threshold (very significant)	The total tons of onsite Alternative Daily Cover (ADC) used by your facility in 2023 Q2 was significantly different (50% or more) than the amount used in the prior year same quarter. This flag appears to notify you of the significant change in ADC use and help you determine if there are any data entry errors or issues in reporting accuracy in your report.
Informational	N/A	On Site Uses	Facility total on site beneficial reuse green material ADC tons, Total ADC, Total AIC, Total Construction, total landscaping and erosion control used change for a quarter greater than prior year same quarter and exceeds the threshold	The total tons of on site construction material used by your facility in 2023 Q2 was significantly different (50% or more) than the amount used in the prior year same quarter. This flag appears to notify you of the significant change in construction onsite use and help you determine if there are any data entry errors or issues in reporting accuracy in your report



			(very significant)	
Correction Required	Closed	Beneficial Reuse	Total Green material beneficial reuse tons do not match total green material beneficial reuse tons entered.	You reported receiving green material beneficial reuse inflow tons but the actual total tons entered in the Beneficial reuse tab for ADC, AIC, construction or landscaping does not match your total green material beneficial reuse inflow. Please update each record for green material beneficial reuse recieved so that the total tons entered matches what you reported as accepted for green material beneficial reuse.
Correction Required	Closed	Beneficial Reuse	Total Non-green material beneficial reuse tons do not match total non green material reuse tons entered.	You reported accepting non-green material beneficial reuse inflow tons for use but the actual total tons entered in the Beneficial reuse tab for ADC, AIC, construction or landscaping use of these materials does not match your total non-green material beneficial reuse inflow tons. Please enter the non green material used for beneficial reuse until the total tons used matches what you reported as accepted for use for non-green material beneficial reuse.
Correction Required	Closed	Beneficial Reuse	Total tons entered do not match the inflow tons accepted for use for one or more green material beneficial reuse inflow records.	The total tons entered do not match the inflow tons for one or more green material beneficial reuse records on the Beneficial Reuse tab. Please correct any green material inflow records in which the totals don't match so that the inflow tons accepted for use match the total tons entered.
Correction Required	Closed	Beneficial Reuse	Total tons entered do not match the inflow tons accepted for use for one or more non-green material beneficial reuse records.	The total tons entered do not match the inflow tons for one or more non-green material beneficial reuse records on the Beneficial Reuse tab. Please correct any non-green material inflow records in which the totals don't match so that the inflow tons accepted for use match the total tons entered.

## Documents

### Documents Added to the Report

Document Type	Title	Description	Document Date	File Name
There are no documents.				



Keller Canyon Landfill Q1 – 2023

## RDRS Quarterly Report Summary 2023 Quarter 1

### Summary Information for Reporting Entity Filing Report

<p><b>Organization/Site:</b> Keller Canyon Landfill</p> <p><b>Reporting Entity Name:</b> Keller Canyon Landfill</p> <p><b>RDRS #:</b> RD10351</p> <p><b>Reporting Entity Activity:</b> Landfill</p> <p><b>Report Summary Generated On:</b> June 26, 2023</p>	<p><b>Physical Address:</b> 901 Bailey Rd, Pittsburg, California 94565</p> <p><b>Mailing Address:</b> 901 Bailey Rd, Pittsburg, California 94565</p>
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### Quarterly Report Submittal Information

<p><b>Organization/Site:</b> Keller Canyon Landfill</p> <p><b>Report Year/Quarter:</b> 2023 Q1</p> <p><b>Submittal Status:</b> Submitted</p> <p><b>Reporting Exemption:</b> No</p> <p><b>Reporting Exemption Type:</b> N/A</p> <p><b>Submitted On:</b> June 26, 2023</p> <p><b>Last Revised On:</b> N/A</p> <p><b>Revised Report:</b> No</p> <p><b>Revision Number:</b> Original Submission</p>	<p><b>Submitted By:</b> Joanna Kinzel</p> <p><b>Phone:</b> (925) 482-4953</p> <p><b>E-mail:</b> Jkinzel2@republicservices.com</p> <p><b>Primary Contact:</b> Rowena Correa</p> <p><b>Signature Authority:</b> N/A</p>
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### Quarterly Report Revision History

Revision Number	Started On	Submitted On
Original Submission	06/26/2023	06/26/2023



## 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.

### Summary of Total Inflow Tons Accepted for All Material Streams

Category	Tons Accepted by Your Facility
Tons Accepted from Transfer/Processors	198,065.98
Tons Accepted from Direct Haul	23,010.90
Total Tons Accepted	221,076.88

### 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
Bee Green Recycling & Supply, LLC / C&D Facility	Bee Green Recycling & Supply (RD10716)	Non-Green Material for Beneficial Reuse	Road Base	31.54	31.54	Accepted
Bee Green Recycling & Supply, LLC / Inert Yard	Bee Green Recycling & Supply (RD11046)	Non-Green Material for Beneficial Reuse	Road Base	523.80	327.62	Modified
City of Brentwood	Brentwood Transfer Station (RD10377)	Green Material for Beneficial Reuse	N/A	2,655.99	2,655.96	Modified
City of Brentwood	Brentwood Transfer Station (RD10377)	Solid Waste for Disposal	N/A	8,511.21	8,511.21	Accepted
Contra Costa Transfer & Recovery Station	Contra Costa Transfer & Recovery Station (RD10321)	Solid Waste for Disposal	N/A	70,664.61	70,664.61	Accepted
Contra Costa Waste Service, Inc.	Contra Costa Waste Service, Inc. (RD10059)	Non-Green Material for Beneficial Reuse	CDI	10,563.37	10,563.37	Accepted



Contra Costa Waste Service, Inc.	Contra Costa Waste Service, Inc. (RD10059)	Solid Waste for Disposal	N/A	57,378.56	57,378.56	Accepted
WCCSLF Organics Materials Processing	Golden Bear Waste Recycling Center (RD10640)	Solid Waste for Disposal	N/A	38,256.56	38,256.56	Accepted
<b>Total</b>				<b>188,585.64</b>	<b>188,389.43</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
Central Processing Facility	Central Processing Facility (RD10639)	Solid Waste for Disposal	N/A	6,413.51
Excess Recovery, Inc.	Excess Recovery, Inc. (RD12511)	Solid Waste for Disposal	N/A	1,301.24
Premier Recycling	Premier Recycling - Transfer/Processor (RD12518)	Solid Waste for Disposal	N/A	1,707.43
SUPER LINK PLASTIC, INC	Super Link Plastic, Inc. (RD11958)	Solid Waste for Disposal	N/A	254.37
<b>Total</b>				<b>9,676.55</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
Designated Waste for Disposal	N/A	7,823.35
Green Material for Beneficial Reuse	N/A	4,151.57
Non-Green Material for Beneficial Reuse	Asphalt Paving	36.51
Non-Green Material for Beneficial Reuse	Concrete	458.56
Non-Green Material for Beneficial Reuse	Fines	265.72
Non-Green Material for Beneficial Reuse	Other - Overs	3,991.31
Non-Green Material for Beneficial Reuse	Sand	699.11
Solid Waste for Disposal	N/A	5,584.77
<b>Total</b>		<b>23,010.90</b>



## On Site Disposal

### On Site Disposal Summary

<b>Solid Waste Disposal</b>	<b>Tons</b>
Total Inflow of Solid Waste Disposal	190,072.26
On Site Disposal of Solid Waste from Direct Haul	(5,584.77)
On Site Disposal of Solid Waste from Transfer/Processors	(184,487.49)
<b>Disaster Debris Disposal</b>	<b>Tons</b>
Total Inflow of Disaster Debris Disposal	0.00
On Site Disposal of Disaster Debris from Direct Haul	(0.00)
On Site Disposal of Disaster Debris from Transfer/Processors	(0.00)
<b>Designated Waste Disposal</b>	<b>Tons</b>
Total Inflow of Designated Waste Disposal	7,823.35
On Site Disposal of Designated Waste from Direct Haul	(7,823.35)
On Site Disposal of Designated Waste from Transfer/Processors	(0.00)

### Disposal Based on Inflows Accepted

Received from Organization/Site	Reporting Entity Activity (RDRS #)	Material	On Site Disposal Type	Tons
Central Processing Facility	Central Processing Facility (RD10639)	Mixed Solid Waste	Landfill Disposal	6,413.51
City of Brentwood	Brentwood Transfer Station (RD10377)	Mixed Solid Waste	Landfill Disposal	8,511.21
Contra Costa Transfer & Recovery Station	Contra Costa Transfer & Recovery Station (RD10321)	Mixed Solid Waste	Landfill Disposal	70,664.61
Contra Costa Waste Service, Inc.	Contra Costa Waste Service, Inc. (RD10059)	Mixed Solid Waste	Landfill Disposal	57,378.56
Direct Haul		Designated Waste	Designated Waste Disposal	7,823.35
Direct Haul		Mixed Solid Waste	Landfill Disposal	5,584.77
Excess Recovery, Inc.	Excess Recovery, Inc. (RD12511)	Mixed Solid Waste	Landfill Disposal	1,301.24
Premier Recycling	Premier Recycling - Transfer/Processor (RD12518)	Mixed Solid Waste	Landfill Disposal	1,707.43
SUPER LINK PLASTIC, INC	Super Link Plastic, Inc. (RD11958)	Mixed Solid Waste	Landfill Disposal	254.37
WCCSLF Organics Materials Processing	Golden Bear Waste Recycling Center	Mixed Solid Waste	Landfill Disposal	38,256.56



	(RD10640)			
<b>Total</b>				<b>197,895.61</b>

**Beneficial Reuse**

**Beneficial Reuse Summary**

<b>Green Material for Beneficial Reuse</b>	<b>Tons</b>
Total Inflow of Green Material for Potential Beneficial Reuse	6,807.53
On Site Use of Green Material ADC	(6,807.53)
On Site Use of Green Material AIC	(0.00)
On Site Use of Green Material Construction	(0.00)
On Site Use of Green Material Landscaping	(0.00)
Remaining Green Material available for On Site Beneficial Reuse	(0.00)
<b>Non-Green Material for Beneficial Reuse</b>	<b>Tons</b>
Total Inflow of Non-Green Material for Potential Beneficial Reuse	16,373.74
On Site Use of Non-Green Material ADC	(14,820.40)
On Site Use of Non-Green Material AIC	(0.00)
On Site Use of Non-Green Material Construction	(1,553.34)
On Site Use of Non-Green Material Landscaping	(0.00)
Remaining Non-Green Material available for On Site Beneficial Reuse	(0.00)

**Green Material**

**Total Green Material Inflow**  
6,807.53

Received from Organization/Site	Reporting Entity Activity (RDRS #)	Inflow Tons	ADC	AIC	Construction	Landscaping	Total Tons Entered
City of Brentwood	Brentwood Transfer Station (RD10377)	2,655.96	2,655.96	0.00	0.00	0.00	2,655.96
Direct Haul		4,151.57	4,151.57	0.00	0.00	0.00	4,151.57
<b>Total</b>							<b>6,807.53</b>

**Non-Green Material**

**Total Non-Green Material Inflow**  
16,373.74

Received from Organization/Site	Reporting Entity Name (RDRS #)	Material Type	Inflow Tons	ADC	AIC	Construction	Landscaping	Total Tons Entered
Contra Costa Waste Service, Inc.	Contra Costa Waste Service, Inc. (RD10059)	CDI	10,563.37	10,563.37	0.00	0.00	0.00	10,563.37
Bee Green Recycling & Supply, LLC / Inert Yard	Bee Green Recycling & Supply (RD11046)	Road Base	327.62	0.00	0.00	327.62	0.00	327.62
Bee Green Recycling & Supply, LLC / C&D Facility	Bee Green Recycling & Supply (RD10716)	Road Base	31.54	0.00	0.00	31.54	0.00	31.54





Direct Haul		Asphalt Paving	36.51	0.00	0.00	36.51	0.00	36.51
Direct Haul		Other - Overs	3,991.31	3,991.31	0.00	0.00	0.00	3,991.31
Direct Haul		Sand	699.11	0.00	0.00	699.11	0.00	699.11
Direct Haul		Fines	265.72	265.72	0.00	0.00	0.00	265.72
Direct Haul		Concrete	458.56	0.00	0.00	458.56	0.00	458.56
<b>Total</b>								<b>16,373.74</b>

## Outflows

### Outflow Streams Sent

No Data Entered

### Outflow Summary

Outflow Stream	Total Tons Sent
There are no outflows.	

### Outflow Methodology

Questions on how outflow tons are determined and jurisdiction of origin is tracked.

Method(s) Used To Determine Tons Sent

- Not answered yet.

### Outflow Detail by Material Stream

No Data Entered



## Disposal Origins

Method(s) Used To Determine Jurisdiction Of Origin For Municipal Solid Waste (msw) 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.
- Other - Material from Richmond & Sonoma are Host Assigned as it is the residuals from their processing operations.

### Direct Haul Disposal Origins Accepted

**Total Direct Haul Disposal Inflow Tons**  
5,584.77

Jurisdiction of Origin	Host Assigned	State, Country or Tribal Land	Tons Accepted	Percentage Accepted
Richmond	No	California, United States	5,477.03	98.07
Sonoma	No	California, United States	107.74	1.93
<b>Total</b>			<b>5,584.77</b>	<b>100.00</b>

## Green Material Potential Beneficial Reuse Origins

Method(s) Used To Determine Jurisdiction Of Origin For Green Material 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/persons bringing materials.
  - Use periodic reports from the reporting entities delivering materials.

### Direct Haul Green Material Potential Beneficial Reuse Origins Accepted

**Total Direct Haul Green Material Potential Beneficial Reuse Inflow Tons**  
4,151.57

Jurisdiction of Origin	Host Assigned	State, Country or Tribal Land	Tons Accepted	Percentage Accepted
Antioch	No	California, United States	3,560.90	85.77
Clayton	No	California, United States	582.00	14.02
Pittsburg	No	California, United States	8.67	0.21
<b>Total</b>			<b>4,151.57</b>	<b>100.00</b>



## Source Sector

### Source Sector for Solid Waste Sent

#### Methodology Used

- Assign source sector based on truck type
- Assign source sector based on billing records
- Use periodic reports from contract haulers on the source sectors of their routes
- Other - Material from Richmond is Host Assigned as it is the residuals from their compost operations at West County. The material from Sonoma are also host assigned as they are the residuals from their metal recycling operations.

**Total Sent to Disposal from Direct Haul:**  
5,584.77

Source Sector	Tons Sent	Percentage
Commercial	5,584.77	100.00
Residential	0.00	0.00
Self-Haul	0.00	0.00
<b>Total</b>	<b>5,584.77</b>	<b>100.00</b>

## Organics Measurement

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
Verification Needed	Closed	Inflows	Tons reported as accepted from a T/P for all streams totalled significantly different than the amount reported sent to you by the T/P reported in RDRS.	The total tons of disposal and disposal related streams you accepted from Bee Green Recycling & Supply in the 2023 Q1 report is significantly different (20% or more) than what the transfer/processor reported sending to you. While differences in the tons of total disposal and disposal related streams sent and received occur due to several reasons, please be aware that accurate reporting is required under AB 901 regulations. It's important to report the inflow of disposal and disposal related streams accepted from transfer/processors as accurately as possible. Please verify that the tons of disposal and disposal related streams accepted from Bee Green Recycling & Supply is correct by clicking the verify button.
Informational	N/A	On Site Uses	Facility total on site beneficial reuse green material ADC tons, Total ADC, Total AIC, Total Construction, total landscaping and erosion control used change for a quarter greater than prior year same quarter and exceeds the threshold (very significant)	The total tons of on site construction material used by your facility in 2023 Q1 was significantly different (50% or more) than the amount used in the prior year same quarter. This flag appears to notify you of the significant change in construction onsite use 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.				



## B. 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 employees to Think about their actions,

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**

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 1-on-1 is paramount to decreasing incidents. Supervisors are required to conduct a minimum of two in-person employee observations per week.

*Figure 16. Continually Improving Safety is Top Goal for Republic Services.*

## Safety

Our goal is to reduce our OSHA recordable rates by 7% year-over-year.





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 17. Inspections. Driver performs pre-route inspection to ensure vehicle is safe for operating.*





Keller Canyon Landfill Safety  
Plan

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# **INJURY AND ILLNESS PREVENTION PLAN**

## **REPUBLIC SERVICES – Keller Canyon Landfill**

PREPARED FOR: **Keller Canyon Landfill**  
REPUBLIC SERVICES

PREPARED BY: Tony Robertson  
Area Safety Manager  
Republic Services

DATE: January 2024





## 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 – Keller Canyon Landfill**

901 Bailey Road, Pittsburg CA 94565

Telephone: (510) 691-4337

General Mgr.: Josh Mills



## 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 (714) 471-5187 or by mail at 3260 Blume Drive, Suite 200, Richmond, CA 94806. 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.



	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 Plan
	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.



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





## **CODE OF SAFE PRACTICES**

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***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.



## Facility Inspection Report – Post Collection Division

<b>Site:</b>	<b>Division #:</b>	<b>Inspector:</b>	<b>Date:</b>
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A	EXTERIOR / YARD		
Ref	Item	Evaluation*	Comment
A.1	General appearance of Grounds/ landscape?		<input type="checkbox"/>
A.2	Designated smoking area outside?		<input type="checkbox"/>
A.3	Building exterior appearance		<input type="checkbox"/>
A.4	When working in the yard, Is a positive "Lockout/Tagout" system provided to render machines, trucks, and equipment inoperable while repairs or adjustments are being made? Are locks individually keyed and under the exclusive control of the employee		<input type="checkbox"/>
A.5	Equipment kept in secure area? Keys removed when parked?		<input type="checkbox"/>
A.6	Equipment equipped with working fire suppression systems as required?		<input type="checkbox"/>
A.7	Fences, Gates and locks in good condition?		<input type="checkbox"/>
A.8	Are all Permit Required Postings posted at Gate?		<input type="checkbox"/>
A.9	Are 24 hour emergency numbers posted at gate?		<input type="checkbox"/>
A.10	Perimeter of property has no evidence of discharge of pollutants?		<input type="checkbox"/>
A.11	Is "No Trespassing" signage posted along fence?		<input type="checkbox"/>
A.12	Required Sign: " Caution- Always leave at least 10 feet between vehicles"		<input type="checkbox"/>
A.13	Required sign: "Notice- Only the Driver may exit the truck cab at the active tipping area"		<input type="checkbox"/>
A.14	Required sign: "Warning- Proper personal protective equipment must be worn at all times; (high visibility clothing, hard hats)"		<input type="checkbox"/>
A.15	Manhole and other confined spaces clearly marked?		<input type="checkbox"/>
A.16	Parking area and Entrance/ Exits are well lighted?		<input type="checkbox"/>
A.17	Paved surfaces free of potholes, debris and other trip slip and fall hazards?		<input type="checkbox"/>
A.18	Walkways and Steps in good repair?		<input type="checkbox"/>
A.19	Are step risers on stairs uniform from top to bottom?		<input type="checkbox"/>
A.20	Are steps on stairs and stairways designed to provided with a surface that renders them slip resistant?		<input type="checkbox"/>
A.21	All barriers and bollards painted yellow?		<input type="checkbox"/>

\* **EVALUATION OPTIONS: Pass, Fail, Not Applicable, Not Inspected**



<b>A.22</b>	Fuel Island Dispensers Hoses and Nozzles in good repair?		<input type="checkbox"/>
<b>A.23</b>	Fuel Island- No Smoking and Shut off Engine signs		<input type="checkbox"/>
<b>A.24</b>	Fuel Island- Emergency Shut off clearly marked? Pumps shut off and/or locked when facility closed?		<input type="checkbox"/>
<b>A.25</b>	Fuel Island- Adequate barrier protection?		<input type="checkbox"/>
<b>A.26</b>	Fuel Island- Adequate number of Fire Ext? Charged/ tagged/ inspected?		<input type="checkbox"/>
<b>A.27</b>	Fuel Island- Spill Kit dry and well marked?		<input type="checkbox"/>
<b>A.28</b>	Fuel Truck- Dispensers Hoses and Nozzles in good repair?		<input type="checkbox"/>
<b>A.29</b>	Fuel Truck- No leaks or signs of deterioration of tank integrity?		<input type="checkbox"/>

D HEAVY EQUIPMENT / FORKLIFT / INDUSTRIAL TRUCK			
Ref	Item	Evaluation*	Comment
<b>D.1</b>	Are all nameplates and markings in place and legible on powered industrial trucks?		<input type="checkbox"/>
<b>D.2</b>	Are industrial trucks kept in a clean condition, free of lint, excess oil, and grease?		<input type="checkbox"/>
<b>D.3</b>	Is directional lighting provided on each industrial truck (safety blue light)?		<input type="checkbox"/>
<b>D.4</b>	Does each industrial truck(s) have a warning horn, or other device which can be clearly heard above the normal noise in the areas where operated? Does each industrial truck have a reverse signal alarm audible above the surrounding noise level?		<input type="checkbox"/>
<b>D.5</b>	Are the brakes on each industrial truck capable of bringing the vehicle to a complete and safe stop when fully loaded and does the parking brake effectively prevent the vehicle from moving when unattended?		<input type="checkbox"/>
<b>D.6</b>	Does the Forklift have a working seatbelt and working strobe?		<input type="checkbox"/>
<b>D.7</b>	Are powered industrial trucks driven by trained and authorized personnel only?		<input type="checkbox"/>
<b>D.8</b>	Is an examination of industrial trucks made at least daily and after each shift and is a Vehicle Condition Report completed?		<input type="checkbox"/>
<b>D.9</b>	Are industrial trucks left in an off position when unattended or when the operator is more than 25 feet from the vehicle?		<input type="checkbox"/>
<b>D.10</b>	Is the rated capacity of the truck clearly posted within the view of the operator?		<input type="checkbox"/>
<b>D.11</b>	Do all forklifts have a mounted, inspected, and pinned fire extinguisher?		<input type="checkbox"/>
<b>D.12</b>	Is the overhead guard clear of obstruction, enabling the operator to view raised loads?		<input type="checkbox"/>
<b>D.13</b>	Does the Operator have a grease gun and are regular grease requirements being met?		<input type="checkbox"/>
<b>D.14</b>	Are radiators cleaned daily or as required?		<input type="checkbox"/>
<b>D.15</b>	Do tracked machines have a clean carriage?		<input type="checkbox"/>
<b>D.16</b>	Are Compactor wheel teeth worn?		<input type="checkbox"/>
<b>D.17</b>	Are bucket cutting edges and teeth worn?		<input type="checkbox"/>
<b>D.18</b>	Are there signs of equipment abuse or damage?		<input type="checkbox"/>
<b>D.19</b>	Do all equipment requiring cameras have them installed and operational?		<input type="checkbox"/>
<b>D.20</b>	Does all equipment have a functioning beacon?		<input type="checkbox"/>
<b>D.21</b>	Are all required fire suppression systems in place and operational?		<input type="checkbox"/>



**Health and Safety Training Schedule - Post Collection Specific**

		January	February	March	April	May	June
OSHA Compliance		Hazard Communication	Personal Protective Equipment Industrial Truck Training	Lock Out/ Tag Out	Accident Prevention Signs/Tags	Heat Stress Ladder Safety / Mobile Scaffolds	Blood Borne Pathogens
	Absolute Refresher	<a href="#">Absolute: Seat Belts</a>	<a href="#">Absolute: Personal Protective Equipment (PPE)</a>	<a href="#">Lock Out Tag Out Absolute</a>	<a href="#">Uniforms Absolute</a>		
	Tasks & CA Required Training	Start 90 Days of Winter Safety Plan  <a href="#">Review EPA Tier II Reporting Requirements</a>	PPE Hazard Assessments  Forklift Recertifications	Conduct Annual LOTO Observations	First aid/CPR training for designated employees  Ensure UST training has been completed	Prepare Summer Safety Plans  Ensure training for HM181 DOT/RCRA has been completed	Start 101 Days of Summer, June 1  Ensure Universal Waste Training has been completed
		July	August	September	October	November	December
OSHA Compliance		Emergency Response  Odor Management Absolute Training	Fire Extinguishers  Hearing Conservation	Spill Prevention	Confined Spaces	Respiratory Protection  Asbestos Safety (as required)	Drug & Alcohol Awareness
	Absolute Refresher	<a href="#">Odor Management Absolute</a>	<a href="#">Leachate Management Absolute</a>	<a href="#">Multi-Person Crew Backlog</a>  <a href="#">Stormwater Pollution Prevention Plan Absolute</a>	<a href="#">Fleet Security Absolute</a>		
	Tasks & CA Required Training	Conduct Fire Drill  Complete annual Odor Management Plan training requirements. If assigned, complete Odor Management for Post Collections Leaders course in Workday.	Review Hot Load Procedures  Complete annual Leachate Management Plan review (Landfills).	101 Days of Summer- Successfully Completed?  Complete annual SWPPP Absolute training requirements. If assigned, complete Stormwater Management course in Workday.	Review / Conduct Confined Space Evaluations  Ensure Spill Prevention, SPCC and HMBP/CURA training has been completed	Respirator Fit Tests	Prepare 90 Days of Winter Plan



## 5. Exceptions to the Draft Agreements

### Landfill Disposal 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 4 for Republic Services redline of the draft disposal agreement that includes our intended exceptions and/or any items for consideration of further discussion.



## 6. Cost Proposal Forms

Republic Services' cost proposal forms for disposal services are attached and submitted separately to the Authority along with this proposal submission.



# 7. Completed Forms

## Attachment 4: Secretary's Certification

### Keller Canyon Landfill

#### CERTIFICATE OF SECRETARY

#### RELATING TO THE SERVICE AGREEMENT TO PROVIDE SOLID WASTE DISPOSAL SERVICES FOR THE CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY IN THE STATE OF CALIFORNIA

The undersigned, Secretary of **KELLER CANYON LANDFILL COMPANY**, a California 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, Secretary



Attachment 5: Non-Collusion Affidavit

**ATTACHMENT 5  
NON-COLLUSION AFFIDAVIT**

Keller Canyon Landfill Company d/b/a  
Republic Services

Proposer's Name \_\_\_\_\_

**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  
Keller Canyon Landfill

**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.

Keller Canyon Landfill (Company Name)  
 By: [Signature] (Signature)  
 Name: Josh Mills (Printed Name)  
 Title: General Manager  
 Date: 5/17/2024

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**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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**OPERATING  
ENGINEERS**  
LOCAL 3



AFL-CIO

**CONTRACTS**

3000 CLAYTON ROAD  
CONCORD, CA 94518  
PHONE 510.748.7400  
FAX 510.748.7415

N. CALIFORNIA • N. NEVADA • HAWAII • UTAH

October 1, 2024

Mr. Josh Mills  
Keller Canyon Landfill Company  
901 Bailey Road  
Pittsburg, CA 94565

Sent via US mail and email:  
[Jmills3@republicservices.com](mailto:Jmills3@republicservices.com)

RE: Renewal Agreement – Keller Canyon Landfill [45530-79]

Dear Mr. Mills:

Enclosed please find your copy of the fully executed Agreement between the Operating Engineers Local Union No. 3 and your Company.

Should you have any questions or concerns, please contact the Concord District Office.

Sincerely,

Charmaine Romero  
Contracts Department

Enclosure

cc: Concord District Office  
John Nelson (via email: [jnelson4@republicservices.com](mailto:jnelson4@republicservices.com))

**AGREEMENT  
BETWEEN  
OPERATING ENGINEERS LOCAL UNION NO. 3  
AND  
KELLER CANYON LANDFILL COMPANY  
d/b/a/ KELLER CANYON LANDFILL**



<u>ARTICLE</u>	<u>CONTENTS TITLE</u>	<u>PAGE</u>
	Preamble.....	3
I	Recognition.....	3
II	Coverage.....	3
III	Union Representative, Shop Stewards and Bulletin Boards.....	3
IV	Union Security.....	4
V	No Discrimination.....	4
VI	Management Rights.....	4
VII	Subcontracting/Non-Unit Employees.....	4
VIII	Probationary Employees.....	5
IX	Seniority.....	5
X	Job Vacancies.....	6
XI	Discipline.....	6
XII	Grievance/Arbitration Procedure.....	6
XIII	No Strike/No Lockout.....	8
XIV	Uniform and Boots.....	8
XV	Tools.....	9
XVI	Equipment, Accidents and Reports.....	9
XVII	Drug and Alcohol.....	10
XVIII	Starting Times.....	12
XIX	Scale of Wages/Classifications.....	12
XX	Overtime.....	12
XXI	Health, Welfare and Pension.....	13
XXII	Holidays.....	14
XXIII	Vacation.....	14
XXIV	Jury Duty.....	15
XXV	Funeral Leave.....	15
XXVI	Sick and Personal Leave.....	16
XXVII	Unpaid Leaves of Absence.....	16
XXVIII	Notice.....	17
XXIX	Compliance with Law.....	17
XXX	Scope of Agreement.....	17
XXXI	Separability and Savings Clause.....	18
XXXII	Waiver.....	18
XXXIII	Termination of Agreement.....	18

## PREAMBLE

**THIS AGREEMENT** is made and entered into this 1<sup>st</sup> day of June, 2024, by between the Operating Engineers, Local Union No. 3 of the International Union of Engineers, AFL-CIO, located at 3000 Clayton Road, Concord, California ("Union") and the Keller Canyon Landfill Company d/b/a/ Keller Canyon Landfill located at 901 Bailey Road, Pittsburg, California ("Company").

## ARTICLE I RECOGNITION

**Section 1.** During the term of this Agreement, the Company recognizes and acknowledges the Union as the exclusive representative of all full-time and regular part-time production and maintenance Employees employed by the Company at the Keller Canyon Landfill, located at 901 Bailey Road, Pittsburg, California, as certified by the National Labor Relations Board in case 32-RC-4267, for the purpose of collective bargaining with respect to rates of pay, wages, hours, and other terms and conditions of employment; excluding from that defined unit of representation all office clerical Employees, dispatcher, guards, and supervisors as defined in the Act.

## ARTICLE II COVERAGE

**Section 1.** This Agreement shall cover all persons employed by the Company in the bargaining unit defined in Article 1 - Section 1. All such persons shall be referred to as "Employee(s)" throughout this Agreement. Use of masculine or feminine genders or title incorporating the masculine or feminine gender shall include both genders and is not considered a limitation because of gender.

## ARTICLE III UNION REPRESENTATIVE, SHOP STEWARDS AND BULLETIN BOARDS

**Section 1.** The Union will not hold or conduct any meetings of any kind whatsoever on Company time or property, unless expressly authorized by the express terms of this Agreement. No Union representative may engage in collection of dues or the solicitation or discussion of Union membership upon work time or property.

**Section 2.** An accredited representative of the Union may visit the Company's facility during normal business hours at the representative's own risk, for the purposes of investigating and/or presenting grievances filed and pending under the terms of this Agreement. Any Union representative desiring to visit the Company's facility under the terms of this Article, must give reasonable advance notice to the Company, advising the Company of the purpose of the visit, the date and time the representative desires to make the visit, the area of the facility the representative desires to visit, and the operation the representative desires to observe. Any such representative shall not interfere, in any way, with or interrupt the operation of the Company's business or the work of the Employees nor shall such visits cause any lost time by Employees during such visits. The visiting Union representative must first announce their arrival in person to the District Vice President, or if not available, to a management representative on the representative's arrival.

**Section 3.** The Company agrees to provide a bulletin board, which shall be used exclusively by the Union for posting of notices and in which are:

- a) Notices of Union meetings;
- b) Notices of Union elections and results;
- c) Notices of Union appointments;
- d) Notices of grievance resolutions; and
- e) Other Union business.

All such notices must 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, other than as herein provided.

**ARTICLE IV  
UNION SECURITY**

**Section 1.** Membership in good standing in the Union shall be a condition of continued employment on and after the thirty-first (31<sup>st</sup>) day following the beginning of employment or the date of execution of this Agreement, whichever shall be the later.

**Section 2.** Before a new Employee is put to work he/she shall be referred by the Employer to the Job Placement Center of the Union so that the Union may issue the new employee a dispatch slip. The Employer shall be the sole judge of the qualification and competency of all Employees and applicants. For the purpose of this Section only, tender of the initiation fee and periodic dues uniformly required as a condition of obtaining and retaining membership shall constitute membership in good standing in the Union.

**Section 3.** Upon receipt of written notice from the Union of an Employee's failure to attain and maintain membership in the Union as above defined and required, the Employer, within five (5) days, shall discharge the Employee.

**ARTICLE V  
NO DISCRIMINATION**

**Section 1.** There shall be no discrimination, restraint, or coercion by either the Company or its representatives or the Union or its representatives against any Employee because of the Employee's participation or refusal to participate in Union membership or Union related activities. There shall be no intimidation or coercion of Employees into joining the Union or continuing their membership therein nor shall there be any interference with the right of Employees to become or continue as members of the Union.

**ARTICLE VI  
MANAGEMENT RIGHTS**

**Section 1.** The Company maintains those management rights and prerogatives that it had before the execution of this Agreement except as modified by this Agreement. These rights and prerogatives include, but are not limited to, the right to select, direct and control the working force and maintain order, discipline and efficiency; the right to discipline Employees for cause; the right to establish, change or discontinue rules, regulations, policies, practices and procedures for the conduct of its business and the conduct and safety of Employees; the right to study scope of services and customer distribution and to establish and maintain standards of service; the right to plan, direct and control operations; the right to determine scope, locations, and extent of its operations, the services to be offered, the number of hours per day or per week that the operations shall be carried on, and the commencement, expansion curtailment or discontinuance in whole or in part, whether such action is planned or taken on a temporary, intermittent, or permanent basis; the right to determine the job abilities and qualifications needed or required to hold or be considered for any job or classification; the right to determine the number of Employees the Company needs anytime and the number of Employees who shall operate on any given job, operation, or unit of equipment; the right to evaluate the qualifications, skills, or abilities of any Employee or potential Employees.

**Section 2.** The above enumeration of rights is by way of example and is not a limitation on the Company's right to manage the enterprise and its business without interference, which rights are solely and exclusively the rights of the Company, and the continuance or discontinuance of any part, practice or benefit not enumerated in this Agreement is vested solely in the discretion of the Company.

**ARTICLE VII  
SUBCONTRACTING/NON-UNIT EMPLOYEES**

**Section 1.** The Company has the right to subcontract work or services presently performed by Employees or which hereafter may be assigned to such Employees. In addition, the Company may employ and utilize supervisory, non-unit, and/or casual employees to perform work which would otherwise be assigned to or performed by Employees where Employees, in the Company's opinion presently qualified to perform the work in question, are not laid off as a direct result of the performance by the non-bargaining unit employee.

**ARTICLE VIII  
PROBATIONARY EMPLOYEES**

**Section 1.** New Employees shall be probationary Employees for the first sixty (60) days actually worked. The Company may reduce the probationary period. The Company and the Union may mutually agree to extend the probationary period for an additional sixty (60) days actually worked by the probationary Employee. The Company may discipline probationary Employees with or without cause and such discipline or discharge shall not be subject to the grievance and arbitration provision of this collective bargaining agreement. Probationary Employees shall not accrue seniority during their probationary period or any extension of their probationary period, but shall accrue seniority retroactivity to their date of hire upon successful completion of their probationary period.

**ARTICLE IX  
SENIORITY**

**Section 1.** Seniority is defined as an Employee's total length of continuous employment with the Company as a regular Employee. Probationary Employees seniority shall be determined according to Article 8, Probationary Employees

**Section 2.** Selection of Employees for any assignment to any permanent job vacancies within the bargaining unit will be based on seniority and the Company's determination of the relative Employees qualifications with the senior most presently qualified Employee prevailing. In judging qualifications, the Company may consider the Employee's present ability, experience, skill, productivity, and other job or business related factors including, but not limited to, the Employee's work record.

**Section 3.** In selecting Employees for lay-off in affected classifications, the Company shall give due consideration to the affected Employee's seniority within an applicable classification, present skill, abilities, and qualifications to perform the work in question, the efficient operation of the Company, and the employment history of the affected Employees.

**Section 4.** In increasing the work force following a lay-off, Employees laid off because of a reduction-in-force shall be recalled according to seniority, provided that efficiency, present skill and ability to do the job. Recall shall be in reverse order of layoff with the last senior Employee laid off being the first Employee recalled according to length of service. In the event of a recall from a lay-off which has lasted or is anticipated by the Company to last fourteen (14) consecutive calendar days or longer, once notification of recall has been given the Employee, the affected Employee shall have three (3) calendar days in which to return to work unless, at the time of notice of recall, the Employee is otherwise instructed by the Company to report at a later time. Each Employee covered by this Agreement has the responsibility for ensuring that the Company has his current and correct mailing address and telephone number at which he may be reached. Each such Employee shall notify the Company immediately of any change in his mailing address for the purpose of receiving mail; and shall provide the Company with a phone number at which he may be reached. In instances where this is not done, the Company shall not be responsible for failure of messages to reach such Employee. The Employee in turn must notify the Company within seventy-two (72) hours of the recall notice of the Employee's intent to return or otherwise be considered to have voluntarily quit his employment with the Company.

**Section 5.** Any Employee promoted or transferred out of the bargaining unit shall retain all seniority but shall not continue to accumulate seniority while so employed. In the case of the Employee's return to the bargaining unit, the Employee shall be eligible to exercise all accumulated seniority.

**Section 6.** Any Employee loses any accrued seniority and the employment relationship terminated for all purposes by: a) voluntary quit, resignation, or retirement by the Employee; b) discharge; c) absence for any two (2) consecutive working days without notification to the company prior to one (1) hour to starting time on the second day; d) is off from work for any reason for a period of twenty-six (26) weeks in any twelve (12) consecutive month period; e) fails to return to work following recall or following a leave of absence, or, f) is subject to a settlement or an adjudication for permanent disability.

**ARTICLE X  
JOB VACANCIES**

The Company shall post all job vacancies. Any Employee who is interested in filling the vacancy shall within seventy-two (72) hours of the posting of the notice submit a written request to the Company for the position. The most senior Employee, who in the sole discretion of the Company has the necessary qualifications to fill the vacant position, shall fill it.

**ARTICLE XI  
DISCIPLINE**

**Section 1.** The Company may discipline an Employee for just cause.

**Section 2.** The following constitutes just cause for disciplinary action, up to and including discharge, under this Agreement:

(a) Insubordination, disparagement of Company officials or other conduct which has or could have the effect of undermining management's authority, failure or refusal to perform assigned work;

(b) Dishonesty, including but not limited to, falsification of time cards, or any other Company record or business document; misrepresentation, providing information which is materially incomplete concerning the Company's business or operations;

(c) Theft, misappropriation, unauthorized use, conversion of Company property, the property of a co-worker, agent, representative, Employee of the Company or a visitor, customer, or other third party to which the Employee has or gains access because of the Employee's relationship with the Company;

(d) Conduct resulting in an accident or injury, or damage to the owned or leased property of the Company. The property of a visitor or of a customer, or the property of a third party, while on duty or while in a Company owned or leased vehicle or in connection with the Employee's employment with the Company;

(e) Carrying of unauthorized passengers while on the job or while in Company owned or leased vehicle;

(f) For the causes provided in published Company rules and regulations.

**Section 3.** The Company shall give an Employee it is going to discipline written notice of the discipline (except an oral reprimand or warning). The notice shall state the nature of the discipline (i.e., written reprimand, suspension, termination, etc.), the reason for the discipline, and a general description of the facts upon which the discipline is based.

**Section 4.** During the term of this Agreement, should the Company implement any, rules or regulations or modify any existing rule or regulation, it shall notify the Union in writing by certified mail and it shall post the rule(s) or regulation(s) on bulletin boards that are accessible to the Employees.

**ARTICLE XII  
GRIEVANCE/ARBITRATION PROCEDURE**

**Section 1.** A grievance is defined as a dispute or complaint with the Company by an Employee over the interpretation or application of the expressed terms of this Agreement. Only grievances which involve an alleged violation by the Company of a specific Article or section of this Agreement and which are processed in the manner and time limitations herein are subject to consideration and adjudication under this Article.

**Section 2.** When a grievance arises, there shall be no interruption of work. Pending settlement of the grievance, the supervisor's order or Company directive must be followed.

**Section 3.** Step 1: The Union must file a written grievance with his supervisor within ten (10) calendar days of the event-giving rise to the grievance. The written grievance must contain the following information: (a) the language of this Agreement which the Employee alleges the Company has violated; (b) a detailed narrative of the acts or omissions on the part of the Company which gave rise to the alleged violation; (c) the dates on which the acts or

omissions on the part of the Company occurred; (d) the identity of the grievant; and (e) the remedy sought. If a satisfactory settlement is not effected within seven (7) calendar days of the presentation of the grievance in accord with this Step 1, the Employee and/or the Union may appeal the grievance to step 2 in writing.

**Section 4.** Step 2: Written grievances appealed by the Union to the Step 2 level shall be the subject of a conference between the official of the Union and of the Company. Such conference should be held within ten (10) calendar days of presentation of the written appeal, unless otherwise stipulated by the Union and the Company. Either party may produce witnesses who may aid in the solution to the dispute. Attendance, however, shall be limited to the designated representatives of the Company and the Union, each of whom may have one (1) additional representative in attendance during the full discussion of the dispute; witnesses shall be called one at-a-time and shall remain in the meeting only for the duration of their testimony. Employees attending such conferences, as party representatives shall not be paid for time lost, however, such time lost shall not be considered unexcused if approved in advance.

**Section 5.** If the grievance is not settled in Step 2, the Union may, within ten (10) calendar days of the Step 2 meeting, appeal the grievance to arbitration, giving the Company written notice of such intent. The Union is to request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators from which the parties shall select a neutral arbitrator. The Company and the Union shall each have the right to reject one arbitration panel. From the final panel of five (5) arbitrators, the arbitrator shall be selected by the Union and the Company alternatively eliminating a single name with the Union making the first strike. The person's name which remains on the list shall be the neutral arbitrator who shall have the authority to hear and decide the case.

**Section 6.** The fees and expenses of the arbitrator shall be borne equally between the Union and Employer. Employer shall bear its own costs. The cost of the transcript shall be borne by the party desiring a transcript.

**Section 7.** The arbitrator shall hear only one grievance unless the parties mutually agree otherwise.

**Section 8.** Both parties retain the right to file post-hearing briefs within a reasonable time period as designated by the arbitrator.

**Section 9.** The Arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any supplementary agreement, which may be entered into by and between the parties in writing. It is further understood and agreed that the power and jurisdiction of the neutral arbitrator chosen under the terms of this Agreement shall be limited to:

- (a) Deciding whether, during the term of this Agreement, there has been a violation of any express provision or provisions of this Agreement;
- (b) The rendition of a decision which does not grant relief retroactive to a date preceding the date the written grievance was filed or extending beyond the termination date of this Agreement;
- (c) Adjudication of the issues which, under the express terms of this Agreement and any submission agreement entered into between the parties are subject to arbitration; and,
- (d) The rendition of a decision, which in a disciplinary matter, adjudicates the guilt or innocence of the Employee involved and which, if the Employee is considered guilty does not modify or amend the penalty imposed.

It is further understood that the Jurisdiction of the Arbitrator does not include the right to determine any question of substantive arbitrability. Where a question of substantive arbitrability is raised, all proceedings by and before the arbitrator shall be stayed until such time that a court of competent jurisdiction resolves the issues.

**Section 10.** The Arbitrator shall have the authority to order full, partial, or no compensation for time lost. However, the Arbitrator must deduct all interim earnings in making a monetary award in any claim for back wages, and the Employee must demonstrate his good faith attempts to secure interim earnings, by signing the Union's out of work list.

**Section 11.** Any grievance not processed within the established manner and time limits, unless expressly waived by the Company in writing, set out in this Article shall be waived for all purposes and deemed finally closed and settled on the basis of the Company's last decision and shall not be eligible for appeal.

**Section 12.** To be effective and binding on the parties, any settlement of a grievance shall be reduced to writing and signed by a representative of the Union and the Company and by the grievant(s).

**Section 13.** The parties agree that the time limits set forth in this grievance and arbitration procedure may be waived by mutual agreement.

### **ARTICLE XIII NO STRIKE/NO LOCKOUT**

**Section 1.** During the term of this Agreement, the Union and the Employees will not call, sanction, participate in, authorize, instigate, support, assist, acquiesce in, or condone any strike sympathy strike, sit-down, slow-down, picketing, work stoppage, slowdown, hand billing, consumer boycotts, or other concerted efforts such as extension of lunch, overtime bans, meetings during working hours or on the Company's premises, for any reason including, but not limited to, consumer boycotts or publication by any means whatsoever a dispute between this Union or any other labor organization, consumer group, or any other individual or group and the Company or which otherwise involves the Company, whether sanctioned by the Union or not, by an Employee which curtails, interferes with, or interrupts or threatens such curtailment, interference or interruption of the Company's operation, the servicing of the Company's customers, or the Company obtaining new customers.

**Section 2.** Any Employee participating in any action prohibited by this Article is subject to immediate suspension or other discipline, as the Company may determine.

**Section 3.** In the event of any action prohibited by this Article or the threat of any such action, the Union and its officers, agents, and representatives will make every good faith effort to immediately end or avoid such activity including, but not limited to, notification to all Employees within the bargaining unit that the activity is unauthorized, is in violation of this Agreement, is conduct which may subject the participating Employees to immediate disciplinary action, and that any picket lines that may be established are to be ignored; therein the Union shall also instruct any Employee who is participating in or supporting the prohibited activity to cease. The Union will also notify the Company by letter that the action is not sanctioned by the Union and is considered unauthorized under the terms of this Agreement.

**Section 4.** The prohibitions, obligations, and rights provided under this Article shall not be excused by the violation or alleged violation of any provision of this Agreement by the Company or the Union, nor the commission of any act by either the Company or the Union constituting or which is alleged to constitute an unfair labor practice or a violation of any state or federal law.

**Section 5.** During the term of this Agreement, the Company will not lock out the Employees.

### **ARTICLE XIV UNIFORMS AND BOOTS**

**Section 1.** Uniform and Boot Allowance: The Company may require Employees to wear uniforms. The Company will provide uniforms to any such Employees. The Company reserves the right to determine the number, source, and manner in which the uniforms will be supplied to and worn by the Employees and what constitutes the required uniform apparel. Such uniforms remain the Company's property at all times and must, upon demand, be surrendered by the Employee and returned to the Company. No Employee may wear insignia, badge, button, logo, trademark or commercial trade name or any article of clothing which bears any such likeness which is not issued or approved by the Company, nor may any Employee deface or alter the uniform. Employee may wear union insignia on their hard hat. The Company may arrange for the cleaning and maintenance of the uniforms. All costs associated with the cleaning and normal maintenance associated with the daily wear shall be borne by the Company. Replacement of any lost uniform or uniform damaged beyond the normal wear associated with the Employee's duties will be at the expense of the Employee. The Company shall reimburse each Employee for boots up to three hundred dollars (\$300.00) per calendar year. Payment will be made after proof of purchase each year.

**ARTICLE XV  
TOOLS**

**Section 1.** The Company shall furnish all tools, larger than a 3/4" drive socket and 1-1/2" wrenches, pin presses, spanner wrenches, air or electric wrenches, testing devices, gear and bearing pullers, electric drills, reamers, taps and dies, oxy-acetylene hoses, torches and tips, torque wrenches, and 24-inch pipe wrenches, necessary for the performance of the duties of the Heavy Duty Repairman position. All tools purchased by the Company shall remain the property of the Company.

**Section 2.** The Company shall maintain an insurance policy or assume the cost risk for Heavy Duty Repairmen's personal tools that are lost due to theft by break-in and entry or lost due to a fire, flood, explosion or other circumstances that may happen on the Company's premises up to a maximum of twenty-five thousand dollars (\$25,000.00) per Heavy Duty Repairman. However, the Company shall not assume the cost risk for tools which are lost, misplaced or damaged by other than an above-referenced event.

**Section 3.** It is understood that all Heavy Duty Repairmen must furnish the Company with a complete inventory of their personal tools and their brand. It is further understood that whenever new tools are purchased, the Employee must include them on the inventory list previously furnished, and whenever new tools are removed, the inventory shall be reduced. If a Heavy Duty Repairmen does not supply the Company with an inventory of tools, the Company has no responsibility under this Section.

**ARTICLE XVI  
EQUIPMENT, ACCIDENTS, AND REPORTS**

**Section 1.** An Employee may object to the operation of any equipment because he believes it to be unsafe. However, any such Employee may be required to operate the equipment notwithstanding such objection where a mechanic or shop supervisor has checked and determined that in his judgment the equipment is mechanically sound and properly equipped. Should the Employee continue to refuse to operate the equipment he shall be subject to disciplinary action by the Company, including discharge.

**Section 2.** Any Employee involved in any accident shall immediately report said accident and any physical injury to the Company. The Employee, before the end of the Employee's shift or sooner as may be the Company's published policy, shall make out an accident report in writing on forms furnished by the Company and shall turn in all names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such Employee to disciplinary action, up to and including discharge.

**Section 3.** As directed by the Company or any of its published policies, Employees shall immediately, or not later than at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Company. Failure to comply with this provision shall subject such Employee to disciplinary action, up to and including discharge.

**Section 4.** When any two (2) Company representatives have a concern about an Employee's fitness to perform his/her duties, based upon objective criteria, the Company may require as a condition of employment or continued employment, any Employee to submit to a physical examination, eye or hearing examination, at any time by a doctor(s) of the Company's choosing. The Company shall, rely upon the results of any such examination in evaluating the ability of the Employee(s) to perform efficiently, effectively and safely and may accommodate, retract any offer of employment, disqualify or take other action deemed appropriate by the Company which is consistent with the evaluation.

When the Company exercises its rights under the terms of this article/section to have an Employee(s) submit to a physical examination, eye or hearing examination, the job steward or a representative of the Union shall be notified but neither the steward or Union representative shall have any right or authority to interfere in anyway with the action taken by the Company under the terms and conditions of this Article/Section. The steward and/or representative may be present during the exam and may consult with the Employee.



The Company shall pay the cost of any physical examination, eye or hearing examination, required under this Article/Section. The Company shall pay the cost of any physical examination, eye or hearing examination, including the employee's wages, to include travel time to and from the Employer's facility, and during the examination required under this section.

**Section 5.** The parties agree and understand that camera technology will be needed to meet customer, operational and competitive demands. As a result, the parties further agree that the Employer may, at its discretion, install in its vehicles camera technology. The Employer may use any and all data collected through the use of camera technology for any lawful purpose. Such data will be used for training, coaching, and may be considered along with other physical, written, and/or other evidence in conducting and resolving investigations. Disputes regarding the application of the camera technology to individual cases shall be resolved via Article XII of the grievance and arbitration procedures of this Agreement.

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 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 6.** On or before January 1, 2025, the Company shall furnish CB Radios, hand-held walkie talkies, or similar equipment necessary for the performance and communication of the duties of the Operator Position.

## **ARTICLE XVII DRUG AND ALCOHOL**

**Section 1.** The possession, storage, consumption, purchase, transfer, or sale of alcohol, or the attempt to possess, store, consume, purchase, transfer, or sell alcohol, or the presence of alcohol in an Employee's system in a level of 0.02 or greater while on the Company's premises or while performing Company business, including, but not limited to business performed off the Company's presence, is, in all instances, prohibited.

**Section 2.** The possession, storage, consumption, purchase, transfer, or sale of illegal drugs, or the attempt to possess, store, consume, purchase, transfer, or sell illegal drugs, or the presence of illegal drugs in an Employee's system in a detectable level as established by the Substance Abuse and Mental Health Service Administration ("SAMHSA"), without regard to whether such conduct occurs on the Company's premises or not or while the Employee or potential Employee is working or not; is in all instances prohibited. As used herein, "illegal drugs" are drugs or controlled substances which are not legally obtainable or which are legally obtainable, but were not obtained or used for their intended or lawful manner, but not limited to, prescribed drugs not used for their prescribed or directed purpose or by the party for whom the drugs were prescribed or directed.

**Section 3.** The consumption of legal drugs (both prescribed and over the counter drugs) in a manner or under circumstances which, may affect the Employee's ability to perform his job or may otherwise expose the Employee or other individuals to danger, or otherwise create what, may be an unsafe condition or risk to the Company's property or the property of others, while on the Company's premises or while performing Company business including, but not limited to, business performed off the Company's premises, is, in all instances, prohibited.

**Section 4.** The transfer or sale, or the attempt to transfer or sell legal drugs while on the Company's premises or while performing Company business, including but not limited to, business performed off the Company's premises, is, in all instances, prohibited.

**Section 5.** As used herein, "Company's premises" includes, but is not limited to, Company owned vehicles used in the performance of Company related business or on Company owned or leased, lots, and further include any lockers or other storage receptacles on Company owned or leased property.

**Section 6.** The Company shall require, as a condition of employment, any potential employee to submit to a urine or blood screen and shall, refuse to hire or retract any offer of employment, in whole or in part, upon the results of such examinations, tests, or screens or the refusal to submit to such tests, examinations, or screens when requested to do so by the Company or the Company's designated representative or agent.

**Section 7.** The Company shall require, as a condition of employment any Employee whose terms and conditions of employment are subject to regulations under the Department of Transportation (DOT) to submit to a urine or other drug and/or alcohol screen under the procedures and policies of the DOT and shall refuse to hire or retract any offer of employment, in whole or in part, upon the results of such examinations, tests, or screens or the refusal to submit to such tests, examinations, or screens or to execute any release or other documentation required by the Company in connection with any such test or screen when requested to do so by the Company or the Company's designated representative or agent or who engages in conduct which delays any such testing.

**Section 8.** The Company may require as a condition of continued employment, any Employee to submit to a drug/alcohol screen and may take disciplinary action up to and including discharge based upon the results of such tests or screens or the refusal to submit to such tests or screens when requested to do so by the Company or the Company's designated representative or agent or to execute any release or other documentation required by the Company in connection with any such test or screen when requested to do so by the Company or the agent or who engages in conduct which delays any such testing, in any of the following circumstances:

- (a) An Employee is involved in a work-related injury or accident;
- (b) An Employee is returning to work from being off on leave of absence, layoff, or absent from work for any reason; for more than thirty (30) days.
- (c) Employee is in violation of the Company's drug and alcohol rules set forth herein. The Company representative must have training in recognizing the behaviors of alcohol and drug abuse.

**Section 9.** The Company will continue to use SAMHSA certified laboratory.

**Section 10.** Employees who voluntarily disclose their use of drugs or alcohol to management will be given a one-time leave of absence up to twelve (12) weeks for the purpose of obtaining medical treatment under the care and supervision of a health care provider for their substance use under the following conditions:

- (a) The disclosure is made prior to the Employee being requested to submit to a screen or to the detection such use by the company or prior to the Employee becoming involved in a work related injury or accident;
- (b) The Employee gives the Company the right to require of the Employee information relating to the treatment for substance use only;
- (c) The Employee successfully completes the treatment program for substance use and is released from the care of the medical provider;
- (d) The Employee submits to and passes a drug and/or alcohol screen prior to reporting back to work;
- (e) The Employee submits to and passes periodic drug and/or alcohol screens as required thereafter; and,

**Section 11.** Leaves granted pursuant to this Article will be considered as unpaid Family and Medical Leave. However, at the Company's discretion, any Employee requesting such leave may be required to use any and all accrued paid vacation or personal leave time for all or part of the leave.

**Section 12.** While on leave granted pursuant to this Article, the Employee shall not receive or continue to accrue any of the benefits provided by this Agreement, except continued accrual of seniority. During this period of absence, the Employee is responsible for all costs associated with the continuation of any insurance benefits.

**Section 13.** An Employee on a leave of absence granted pursuant to this Article is subject to layoffs in accordance with the terms of this Agreement.

**Section 14.** Information obtained by the Company pursuant to this Article will be maintained in confidence. No document relating to any drug or alcohol screen or to the disclosure of or treatment for drug and/or alcohol use will be kept in the Employee's personnel file. Rather, such information will be maintained in confidential medical files.

**Section 15.** Violations of the prohibitions imposed under this Article are cause for disciplinary action up to and including discharge.

**ARTICLE XVIII  
STARTING TIMES**

**Section 1.** The starting time for the weeks’ work shall be established at the discretion of the Company; provided, however, forty-eight (48) hours’ notice is given to Employees in the event of a change in starting time, except in the event of inclement weather or to remain in compliance with the terms of the regulatory permit(s).

**Section 2.** The Company shall designate a one-half (1/2) hour unpaid lunch period. The lunch period shall be designated no sooner than three (3) hours after the beginning of the shift and no later than five (5) hours after the beginning of the shift.

**ARTICLE XIX  
SCALE OF WAGES/CLASSIFICATION**

**Section 1.** The starting rates of pay for the classifications in the bargaining unit are:

	<u>6-1-24</u>	<u>6-1-25</u>	<u>6-1-26</u>	<u>6-1-27</u>	<u>6-1-28</u>
	\$2.15*	\$1.50*	\$1.50*	\$2.00*	\$2.90*
Equip Operator/Mechanic .....	\$37.10				
Driver .....	\$32.59				
Scale House Tech .....	\$31.07				
Laborers .....	\$25.33				

\* The Union may allocate to wages and/or fringe benefits.

No Employee receiving a higher rate of pay shall suffer a reduction in pay by reason of execution of this Agreement or when asked to work in a lower rate classification.

**Section 2.** The job descriptions for these classifications are attached hereto.

**Section 3. Trainees.** Trainees shall start at \$4.00 per hour less than the journeyman rate for up to nine (9) months. Trainees shall be paid \$2.00 per hour less for up to the next nine (9) months. Trainees will not take the place of Journeyman Operators. The company will maintain at least (8) Journeyman Operators in order to have trainees on equipment. No current Trainees will suffer a wage reduction as a result of this Agreement.

**ARTICLE XX  
OVERTIME**

**Section 1.** Overtime at the rate of time and one-half (1-1/2) shall be paid for all hours worked or paid in excess of eight (8) hours in a day (10 hours for 4x10 shifts), forty (40) hours in a workweek and all hours worked or paid on an Employee’s scheduled day off.

**Section 2.** There shall be no pyramiding or duplication of overtime or other premium pay. No Employee shall be paid overtime or premium pay more than once for the same hours worked.

**Section 3.** Overtime shall be worked when deemed necessary by the Company. No overtime shall be worked by any Employee unless it has been authorized by the Company. The Employee regularly assigned to the piece of equipment or the job or task shall be given the first opportunity to work overtime. If the Employee declines, other qualified Employees may volunteer for the overtime and shall be assigned by seniority. If an insufficient number of Employees volunteer for overtime the Company may assign qualified Employees by inverse seniority.

**ARTICLE XXI**  
**HEALTH & WELFARE AND PENSION**

**Section 1. Health & Welfare.** Effective 7/1/24, the Employer shall pay into the Operating Engineers Health & Welfare Trust Fund one thousand five hundred six dollars (\$1506.00) per month, the Employer contributing one thousand two hundred four dollars and eighty cents (\$1204.80) per month, and the Employees shall pay three hundred one dollars and twenty cents (\$301.20) per month as cost share.

In successive years, the Employee cost share of the plan shall remain at 20%

Should the Trustees of the Plan determine during the life of this Agreement that it becomes necessary to increase the monthly premium rates, the combined Employer cost and Employee contribution shall not exceed the following:

\$1,506.00 – Effective 6/1/24  
\$1,581.00 – Effective 6/1/25  
\$1,660.00 – Effective 6/1/26  
\$1,743.00 – Effective 6/1/27  
\$1,831.00 – Effective 6/1/28

Any amount in excess of the above-described amount shall be paid by the Employee.

Upon written notice, the Employer shall have the right to re-open the provisions of this Article to negotiate additional insurance language and cost sharing to the extent changes are or will be needed to comply with the Patient Protections and Affordable Care Act, its regulations or other federal, state or local health care reform legislation; or to avoid or minimize fees (including but not limited to the employer shared responsibility assessable payment), fines, taxes, the implementation of Cadillac taxes (a/k/a the excise tax on high cost employer-sponsored health coverage), affordability of plans, review of minimum essential coverage, assessments, Fund charges or contribution increases beyond those expressly in the contract, or penalties regarding the provision of insurance coverage. The parties shall commence negotiations within thirty (30) days upon receipt of said written notice and continue for up to sixty (60) days. Should no agreement be reached, the parties shall have the right to take any legal or economic action they deem necessary.

**Section 2.** The Company shall not be obligated in any way to extend to Employees participation in the Company's 401(k) plan or any other benefit plan not expressly provided in Article XXI, Sections 1 and 3.

**Section 3. Pension.** The Company shall pay into the Operating Engineers' Pension Trust Fund ("Pension Trust Fund") on each Employee's behalf an amount equal to 7.88% of the Employee's gross annual income. The Company's obligation shall begin the date the parties execute this Agreement. The Company shall make the payment no later than February 1 for the previous calendar year. The Company shall pay liquidated damages, interest and cost of collection including attorneys' fees on any delinquency.

**Pension Rehabilitation.** Agreed Schedule - Plan (A):

8.95%\* – Effective 6/1/17  
\*\* – Effective 2024 through 2028

\*8.95% of the 7.88% of the Individual Employee's gross annual income on each said anniversary date of the Contract.

\*\* For the years 2024 through and including 2028, pending annual review by the Plan's Actuaries and Board of Trustees.

In the event that any additional payments or contributions of any kind to the Pension Fund are required by law or mandate by the Trustees, the Employer will comply with any and all legal obligations to commence making such additional contributions or payments without reduction of the bargaining unit wage package or other benefits. The Union further agrees to meet with the Employer within the thirty (30) calendar days of the commencement of the above-referenced additional payments or contributions to negotiate and reach an equitable solution to address the

economic impact upon the Employer caused by the burden of these additional payments or contributions to the pension fund. During these negotiations, the parties agree that the total wage/fringe package will not be increased beyond the amounts originally negotiate in this Agreement. If no agreement is reached by the parties within sixty (60) calendar days, the Employer shall be entitled to increase the Employee Weekly Contribution for Health and Welfare Benefits, as set forth in Health and Welfare Article of this Agreement by the amount of the additional Employer contribution rate to the Pension Plan or other required payment(s) to the pension plan as required by law or mandated by the Trustees. In no event shall the total wage/fringe benefit package be increased during the term of this Agreement. All other provisions of the Agreement shall remain in full force and effect during its term.

The provisions allowing the Employer to pass through additional contributions or surcharges to the employees will only be enforceable to the extent they are not prohibited by law or void as contrary to federal law imposing the additional contributions or surcharges on the employer.

**Section 4. Pensioned Health & Welfare.** The Employer shall pay into the Pensioned Operating Engineers' Health & Welfare Trust Fund according to the following schedule:

\$2.54 per hour – Effective 6/1/20

**Section 5. Annuity Fund.** The Employer shall pay into the Operating Engineers' Annuity Fund according to the following schedule:

\$0.25 per hour – Effective 6/1/24

**Section 6.** Pensioned Health and Welfare & Annuity allotment to be determined by Union and Member.

#### **ARTICLE XXII HOLIDAYS**

**Section 1.** New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Day. Three floating holidays per year.

**Section 2.** All regular full-time Employees shall be paid eight (8) hours pay for the above-listed holidays, whether worked or not. Additionally, Employees required to work said holidays shall be paid at the overtime rate of time and a half (1-1/2) for all hours worked.

**Section 3.** Employees shall be paid holiday pay only if they are on paid status the full day preceding and the full day following the holiday.

**Section 4.** Any Employee who is required to work on a holiday but fails to do so shall forfeit any holiday pay.

**Section 5.** Probationary Employees shall not be paid holiday pay.

#### **ARTICLE XXIII VACATION**

**Section 1.** Vacations with pay shall be granted on the following basis:

- (a) Employees who have completed one (1) year of continuous service shall receive forty (40) hours vacation pay during the following twelve (12) month period.
- (b) Employees who have completed two (2) years of continuous service shall receive eighty (80) hours vacation pay during the following twelve (12) month period.
- (c) Employees who have completed five (5) years of continuous service shall receive one hundred twenty (120) hours vacation pay during the following twelve (12) month period.
- (d) Employees who have completed fifteen (15) years of continuous service shall receive two hundred (200) hours vacation pay during the following twelve-month period.

**Section 2.** The vacation period shall be from the Employee's anniversary date to their next anniversary date.

**Section 3.** If an Employee requests to be paid vacation time instead of taking the vacations, the Company shall have the option of paying the Employee for his vacation time and requiring the Employee to work or requiring the Employee to take his vacation.

**Section 4.** All vacations earned must be taken prior to the Employee's anniversary date or be forfeited. There is no carryover (or accumulation) of vacation time from year to year. All of a one-week (5 days) vacation, at least one week (5 days) of a two-week (10 days) vacation total vacation and two weeks (10 days) of a three-week (15 days) total vacation must be taken in consecutive days except with permission of the Company upon written application prior to the period for which vacation is desired. No one-half (1/2) vacation days are allowed. If an Employee requests to be paid for vacation time instead of taking the vacation, the Company shall have the option of paying the Employee for his/her vacation time and requiring the Employee to work or requiring the Employee to take his/her vacation.

**Section 5.** If two (2) or more Employees request the same vacation period, the Employee with the most seniority by job classification shall have preference.

**Section 6.** The amount of vacation pay per week shall be the number of hours the Employee is normally scheduled to work during a week. Pay will be based on the straight-time rate.

**Section 7.** The Company reserves the right to schedule and change the vacation time of each Employee and to generally administer the vacation plan to assure efficient and orderly operation of the Company. If two or more Employees request the same vacation period, the Employee with the most seniority by job classification shall have preference.

**Section 8.** Employees will receive the unused accrued vacation pay, which was earned in their preceding anniversary year when they leave employment.

**ARTICLE XXIV  
JURY DUTY**

**Section 1.** An Employee shall notify the Company that he has been summoned for jury duty as soon as reasonably possible after receipt of a jury duty summons and that he has been excused or released from jury duty as soon as reasonably possible after excused or released. The Employee must present the Company with the summons. An Employee will be released from his work assignment 60 minutes before the commencement of his jury duty each day, and shall return to work within 60 minutes of the conclusion of each day's jury duty service. The Company reserves the right to seek to have an Employee excused from jury duty service when necessary.

**Section 2.** An Employee summoned for jury duty shall receive the difference between the Employee's normal wage or salary and the amount of compensation received for serving on the jury.

**Section 3.** The Employee shall have signed by an officer of the court a written form, supplied by the Company, verifying that the Employee was summoned for jury duty, that he served on the jury, the hours and dates he served on the jury, and the amount of pay received. This form is mandatory and must be presented to the Company within five (5) days of the conclusion of jury duty whether or not any payment is due under this Article. The Company will not make any payment under this Article until the Employee has furnished the Company with the required form. Failure to furnish the required form shall be cause for discipline.

**Section 4.** This Article applies only when the Employee is actually called for jury duty and shall not apply if an Employee voluntarily offers his services as a juror.

**ARTICLE XXV  
FUNERAL LEAVE**

**Section 1.** Employees shall be allowed up to three (3) consecutive workdays leave of eight (8) hours of pay per day when there is a death in the immediate family for the purpose of attending the funeral. Company may grant up to two (2) additional days in the event the Employee must be involved in extensive travel to attend the funeral, such additional days off will not be unreasonably withheld. For the purpose of this Article, immediate family is defined

as spouse, children, parents, grandparents, and grandchildren. "Parents", "children", "grandparents", and grandchildren" include "step", "foster", and "in-law".

The Company must be promptly notified of the need to be absent. Evidence supporting the claim of death may be required by the Company before payment for the funeral leave.

**ARTICLE XXVI**  
**SICK AND PERSONAL LEAVE**

**Section 1.** Under California's Healthy Workplaces, Healthy Families Act (the Act), the Company will provide eligible Employees with up to five (5) days or forty (40) hours of paid sick time to be used after completing 90 days of employment.

**Section 2.** Sick leave may be used as permitted by law. Employees wishing to use sick leave must call in at least one-half (1/2) hour before his/her shift is to begin.

**Section 3.** Compensation shall be paid only for regularly scheduled working days and when satisfactory proof of illness or injury is presented to the Company.

**Section 4.** For Employees with one (1) year of full-time employment, five (5) regular working days is the maximum number of days for which an Employee will be paid for eight (8) hours sick leave during any one calendar year. Unused sick days may be used as personal days upon notifying the supervisor with forty-eight (48) hours advance notice. Sick leave shall not be accumulated from year to year. Any unused sick days at the end of the calendar year will be paid to the Employee.

**Section 5.** All sick leaves will be canceled upon retirement, death, or termination of employment with the Company.

**Section 6.** No Employee shall be entitled to sick leave pay for any day with respect to which he received pay under any other provision of this Agreement.

**ARTICLE XXVII**  
**UNPAID LEAVES OF ABSENCE**

**Section 1.** The Company will grant unpaid Military or National Guard leave of absence in accordance with the law.

**Section 2.** The Company will grant unpaid leave of absence under the Family Medical Leave Act in accordance with the law and any Company policies.

**Section 3.** Any regular, non-probationary Employee desiring an unpaid leave of absence may apply for and, in the Company's discretion, may be granted a leave without pay for a period up to a maximum of thirty (30) consecutive calendar days. The Company will give the Union notice of any such leave granted.

**Section 4.** Application for leaves of absence shall be in writing and on a form provided by the Company. Applications should be made with as much advance notice as possible.

**Section 5.** During any leave of absence granted under the provisions of the Article, the Employee shall not engage in or accept other employment.

**Section 6.** Any accrued vacation credits or other paid time off accrued at the time of the leave shall be applied and taken during any period of leave granted under the terms of this Article.

**Section 7.** Employees on leaves of absence are responsible for all costs associated with the continuation of medical/health and welfare benefits and pension contributions; Employees must pre-pay such contributions or make other suitable arrangements for such payment before any requested leave of absence will be approved.

**Section 8.** An Employee desiring to return to work before the termination of the leave shall give the Company at least seven (7) calendar days' notice in writing of his intention to return.

**Section 9.** Subject to the terms of any controlling state or federal law, an Employee on leave under the terms of this Article, is subject to layoff as provided by this Agreement.

**ARTICLE XXVIII  
NOTICE**

**Section 1.** Whenever notice is to be given under the terms of this Agreement to either party hereto, it shall in all cases, except where some other method is specifically prescribed herein, be sent by both email and "Certified Mail, Return Receipt Requested," to the following addresses with respect to the Company and the Union:

Company:  
General Manager  
Keller Canyon Landfill  
901 Bailey Road  
Pittsburg, CA 94565

Union:  
Business Manager  
3000 Clayton Road  
Concord, CA 94519

**Section 2.** When notice is given as prescribed in the foregoing paragraph, the notice shall be deemed to have been given on the day that it is mailed or emailed.

**Section 3.** Each Employee shall be responsible at all times for having his correct address on file with the Company. Each Employee shall, within two (2) weeks after the effective date of this Agreement, furnish to the Company in writing his complete address and telephone number, and shall within one (1) week of any subsequent change in either his address or telephone number inform the Company in writing of the change. The foregoing information in writing, including both the original information and all subsequent changes therein, shall be delivered in person to each Employee's General Manager or sent by first class mail to the Company. If mailed, the notice shall be deemed to have been given on the date that it was postmarked.

**Section 4.** When an Employee gives notice of resignation to the Company, said notice shall be deemed to have been properly given when the Employee informs his General Manager of the resignation orally, via first class mail, or delivers it in person to the General Manager. If mailed, the notice or resignation shall be deemed to have been given on the date that it was postmarked.

**ARTICLE XXIX  
COMPLIANCE WITH LAW**

**Section 1.** Notwithstanding any other provision of this Agreement, the Company shall in its sole and exclusive discretion, determine and from time to time, redetermine what policies, practice, procedures, and accommodations are necessary to ensure compliance with applicable laws, including but not limited to the Americans with Disabilities Act of 1990. No grievance filed over the Company's actions under this Article shall be subject to arbitration. The Company shall notify the Union in writing by certified mail whenever it makes such a determination.

**ARTICLE XXX  
SCOPE OF AGREEMENT**

**Section 1.** In reaching this Agreement, the Company and the Union acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals regarding any subject not legally removed from the area of collective bargaining and further acknowledge that the understandings and agreements arrived at by the Parties are full and free discussion and negotiation and the full and free exercise of those rights and opportunities are set forth in this Agreement. All parties hereto have fully exercised and complied with any and all obligations to bargain. This contract expresses, embodies and included the full and complete agreement between the parties for the full term hereof and shall not be reopened during such term.



**Section 2.** This Agreement covers only those matters specifically contained herein and superseded any and all prior or existing agreements between the Company and the Union or the Employees including, but not limited to any implied or expressed contracts, written or verbal understandings, or past practices. The Company will not enter into any agreement with another labor organization during the life of this Agreement with respect to the Employees covered by this Agreement, or any agreement or contract with said Employees, individually or collectively. No such agreement or contract, whether expressed or implied, verbal or written, exist between the Company and any Employee or group of Employees covered by this Agreement. To the extent any such private agreement shall be void and superseded by this Agreement.

**Section 3.** This Agreement may be supplemented or amended and any term, provision, or condition herein may be waived, only by an express written agreement executed by both parties hereto.

**ARTICLE XXXI  
SEPARABILITY AND SAVINGS CLAUSE**

**Section 1.** If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained pending a final determination as to its validity, the remainder of this Agreement, or the application of such Article or Section to persons or circumstances other than those to which it has been held invalid or to which compliance with or enforcement of has been restrained, shall not be effected thereby.

**ARTICLE XXXII  
WAIVER**

**Section 1.** The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent for any further waiver of any such breach or condition.

**ARTICLE XXXIII  
TERMINATION OF AGREEMENT**

**Section 1.** This Agreement shall be in full force and effect from June 1, 2024 through May 31, 2029 and shall continue full force and effect from year to year unless written notice of desire to change, revise, cancel or terminate the Agreement is served by either party upon the other party at least ninety (90) days or more prior to the date of expiration. If either party serves such notice, the parties shall attempt to reach an agreement with respect to the proposed change or 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 May 31, 2029, in the particular year, as provided for herein, then this Agreement is all respects be deemed void and terminated.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by their respective officers duly authorized to do so this 16<sup>th</sup> day of September, 2024.

**EMPLOYER:**

**KELLER CANYON LANDFILL COMPANY  
[Keller Canyon Landfill]**

  
\_\_\_\_\_  
Signature

Josh Mills      9/16/24  
\_\_\_\_\_  
Print Name                      Date

General Manager  
\_\_\_\_\_  
Print Title


\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name                      Date

\_\_\_\_\_  
Print Title

**UNION:**

**OPERATING ENGINEERS LOCAL UNION NO. 3  
of the International Union of  
Operating Engineers, AFL-CIO**

  
\_\_\_\_\_  
President

Dan Reding  
\_\_\_\_\_  
Business Manager

B. Paul  
\_\_\_\_\_  
Vice President

Rate Trehon  
\_\_\_\_\_  
Financial Secretary

Rick  
\_\_\_\_\_  
District Representative

James Angeles Cruz  
\_\_\_\_\_  
Business Representative

**CONTRACTS**

**SEP 27 2024**

## **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 CONTRACTING CERTIFICATION

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### CONTRACTOR'S IRAN CONTRACTING ACT CERTIFICATION

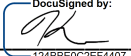
Pursuant to Contract Code Section 2200 et. Seq., ("Iran Contracting Act of 2010"), Contractor certifies that:

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: Keller Canyon Landfill Company dba Keller Canyon Landfill  
Solid Waste Disposal Services Agreement with Central Contra Costa Solid Waste  
Authority

To Whom it May Concern:

We are writing to you at the request of Keller Canyon Landfill Company dba Keller Canyon Landfill. This principal has submitted a proposal to provide Solid Waste Disposal Services.

If a contract for this work is awarded to Keller Canyon Landfill Company dba Keller Canyon Landfill, \_\_\_\_\_, 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. Keller Canyon Landfill Company, dba Keller Canyon Landfill, hereinafter ("CONTRACTOR") is a corporation organized under the laws of the State of California, all of the issued and outstanding stock of which is owned indirectly by Republic Services, Inc. a Delaware corporation (Guarantor).
- B. CONTRACTOR and the Central Contra Costa Solid Waste Authority ("AUTHORITY") have negotiated an Agreement for Solid Waste Disposal, (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

## EXHIBIT L: GUARANTY AGREEMENT

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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.

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

Authority/Keller Canyon Landfill Company



## EXHIBIT L: GUARANTY AGREEMENT

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of its obligations hereunder so long as there is any claim by 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.

6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. Notices. Notice shall be given in writing, deposited in the U.S. mail, registered or certified, first class postage prepaid, addressed as follows:

Authority/Keller Canyon Landfill Company

## **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  
Keller Canyon Landfill Company  
901 Bailey Road  
Pittsburg, California 94565

The parties may change the address to which notice is to be sent by giving the other party notice of the change.

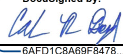
## EXHIBIT L: GUARANTY AGREEMENT

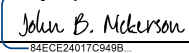
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**IN WITNESS WHEREOF**, the Guarantor has executed this Agreement as of the Day and year first above written.

GUARANTOR:

Republic Services, Inc., a Delaware corporation

By: DocuSigned by:  
  
6AFD1C8A69F6478...  
Name: Calvin R. Boyd  
Title: Treasurer

By: Signed by:  
  
84ECE24017C949B  
Name: John B. Nickerson  
Title: Vice President

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**EXHIBIT M:  
RESERVED**

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**EXHIBIT N:  
RESERVED**

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**EXHIBIT O:  
RESERVED**

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**EXHIBIT P:  
RESERVED**

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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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