

Contract Report

As directed by the Board of Supervisors, the Clerk shall maintain the official file of all Contracts that have been executed by the Board. A Contract Report is to be completed and submitted with all Contracts to the Board of Supervisors' Division of the County Clerk's Office. If the Department Head is authorized to execute a Contract, the department will monitor and maintain the official file of such Contracts. Department Heads are responsible for administration of assigned Contracts and required insurance certificates.

1964		
Contract Number	Delineator	Trait
Fiscal Year		

Delineator = .a, .b, etc = Subcontracts
 .1, .2, etc = Contract Amendments
 Fiscal Year = (optional to be used for new FY Contracts in same # continuing Contract)
 Traits = P/Pending - Original Contract Not on File/to be submitted
 GP/Grant Pending - Original Contract to be submitted if grant is awarded
 E/Exempt - Original Contract Exempt from Filing with Clerk
 A/Acknowledgment - Contract Acknowledgment Pending

Contract Category: Franchise	(Construction, Franchise, Interagency, JPA, Maintenance, Miscellaneous, Property Lease, Service, State, Grant)
Administering Department: Public Works Agency	
Contract Executed By: Board of Supervisors	
Authority for Execution: Minute Order #6 12-17-2019	
Contractor: USA Waste of California	
Description of Contract: Disposal Franchise Agreement	
Service Contracts: Contractor's Tax ID #	

Beginning Term Date: 1/1/2020	<i>If no termination date is specified within the Contract, indicate recommended review date not to exceed one year increments</i>
Ending Term Date: 12/31/2029	
Recommended Review Date:	

Contract Amount Paid BY County:	
Contract Amount Paid TO County:	
Not to Exceed: \$0.00	
Other Terms:	(Other Terms: Rate per month/hour/quarter, etc.)

Insurance Required by County?: Yes	
Insurance End Term or Review Date:	
Insurance Requirement Waived by County Counsel	

Clerks Notes:

Monitored by: _____

Audited By: _____

Prepared by: _____

Status:

Report Completed

New File
Existing File

To Dept for filing with Contract

Contract Notes:

Solid Waste Disposal at Anderson Landfill in Shasta County

Please indicate other changes to be made to data base and whether contract is open, closed, renewal being processed, etc.

DISPOSAL FRANCHISE



USA Waste of California, Inc.

Disposal

Solid Waste Disposal at Anderson Landfill located in Shasta County

Franchise Date January 1, 2020

Expiration Date December 31, 2029

TABLE OF CONTENTS

FINDINGS 4

GLOSSARY 4

SECTION 1 - FRANCHISE GRANT 6

A. Exclusive Grant and Acceptance 6

B. Exceptions 6

C. Definition of Rights 6

SECTION 2 - TERM 6

A. Term 6

B. Continuing Obligations After Expiration or Termination 6

SECTION 3 - DISPOSAL SERVICES 7

A. Disposal Guaranty 7

B. Operation of Disposal Facility 7

C. Access 7

D. Closure and Post-Closure 8

E. Free Dump Day 8

F. Key Personnel 9

G. Vehicle Turn-Around Guaranty 9

SECTION 4 - DISPOSAL SERVICE STANDARDS 9

A. Weighing Refuse 9

B. Courtesy 10

C. Potential County Liabilities 10

SECTION 5 - COUNTY OBLIGATIONS 10

A. Exclusivity 10

B. Load Check 10

SECTION 6 - DIVERSION RIGHTS 11

SECTION 7 - OWNERSHIP OF SOLID WASTE; DISCLAIMERS 11

A. Ownership 11

B. Amount and Characterization 11

C. Representations 11

SECTION 8 - TIPPING FEES / BILLING 12

A. Tipping Fees 12

B. Adjustment 12

C. Invoice 12

D. Reimbursement for Unpermitted Waste 12

SECTION 9 - RECORDS 12

SECTION 10 - REPORTS 13

A. Monthly Reports 13

B. Annual Reports 13

SECTION 11 - INDEMNIFICATION 14

SECTION 12 - INSURANCE / FINANCIAL ASSURANCE 14

A. Insurance 14

B. Stated Amount of Financial Assurance 14

SECTION 13 - BREACHES AND DEFAULTS.....	14
A. Breach, Notice, Cure.....	14
B. Default	14
SECTION 14 - REMEDIES / ENFORCEMENT.....	15
A. Under the Master Agreement.....	15
B. Damages	15
SECTION 15 - GENERAL PROVISIONS	17
A. Incorporation.....	17
B. Inconsistences.....	17
SECTION 16 - EXECUTION OF CONTRACT	17
EXHIBIT	18
EXHIBIT 3B Permits.....	19
EXHIBIT 3F Key Personnel	22
EXHIBIT 8 Tipping Fee Schedule.....	23
EXHIBIT 8B Tipping Fee Adjustments	24
ATTACHMENT 12B Letter of Credit.....	26

County of Glenn, a political subdivision of the State of California (County), and USA Waste of California, Inc., a Delaware corporation (Disposal Franchisee) enter into this Disposal Agreement (the "Contract" or "Disposal Franchise") as of the franchise date.

"Franchise date" is the date identified on the title page of the Master Franchise and for convenience, repeated on the cover this Contract.

FINDINGS. The County Board finds as follows:

1. The County must protect public health and the environment and provide timely, continuous, comprehensive collection of solid waste, especially putrescible waste that harbors vectors and vermin. It must provide solid waste management services. It meets this responsibility in part by providing for disposal of solid waste collected in the County at the County's landfill.
2. The County Landfill closed in October of 2019. Prior to closure, commercial waste haulers and self-haulers discarded solid waste from the unincorporated County and incorporated cities of Orland and Willows.
3. The County has developed a transfer station that has replaced its landfill. Solid waste which was discarded at its landfill is now discarded at the transfer station. The County will operate the transfer station.
4. The County is entering into a Transport Contract. The County accepts solid waste delivered to the transfer station. Customers discard solid waste on the tipping floor and County loads it into containers or trucks. A transport hauler will deliver its containers or drive its trucks to the Disposal Facility where it will discard the solid waste.
5. The County is entering into a waste disposal services contract. The County procured this Disposal Franchise at the same time that it procured the Transport Contract to transport waste from its transfer station to the Disposal Facility. Disposal Franchisee will accept permitted waste and dispose of it under law. County will pay the Disposal Franchisee service fees from County's Solid Waste Enterprise Fund.

Glossary

Words in this Disposal Franchise have the meanings given the Master Franchise and this Glossary, whether they are capitalized or in lower case font.

Defined Term	Definition / Section Cross-Reference
Annual Report	10B

Closure (obligations)	3D
Closure and Post-closure Plan	3D3
County	Preamble
Deliver, Delivered, Delivery	3C
Dispose, Disposal	3C
Disposal Facility	Named on the cover of this Contract and described in EXHIBIT 3A
Disposal Facility Operating Plan	3D and Exhibit 3D
Disposal Franchise	This Contract, including all exhibits and attachments, as may be amended.
Disposal Franchisee	Preambles
Disposal Services (obligations)	1A
Emergency & Backup Plan	3B3
Franchisee	Preambles
Free Dump Day	3
Governmental Fee Component (of the Service Fee)	8B/Attachment 8B
Key Personnel	3B4
Master Franchise	The agreement by that name between County and Disposal Franchisee.
Monthly Report	10A
Permits	Master Franchise Glossary3D
Permitted Waste	1A
Scale House	Referenced in 4A1
Service Fee (see also Tipping Fee)	8A/Exhibit 8A
Service Fee Schedule	Exhibit 8A
Service Plan	3A
Solid Waste	Glossary in Master Franchise
Receiving Hours	3A
Source Separated	1B
Tipping Fee (see also Service Fee)	8A /Exhibit 8A
Unpermitted Waste	Solid waste that is not permitted waste.

SECTION 1 – FRANCHISE GRANT

- A. Exclusive Grant and Acceptance.** County grants to Disposal Franchisee and Disposal Franchisee accepts the exclusive right and privilege, together with the obligation, to provide disposal services, including to accept permitted waste delivered by the County and dispose of it under law and this Contract.

“Disposal Services” (or obligations) means all of Contractor’s obligations, requirements, responsibilities, duties and liabilities under this Contract, including: Services under Sections 3 and 4; record keeping, reporting, indemnifications, and remedies under Sections 9, 10, 11, 13 and other contract administration requirements; and providing insurance and financial assurance under Section 11.

“Permitted Waste” is defined in the Glossary of Master Franchise as solid waste that the disposal facility is authorized under law, including its permit, to accept and dispose of.

Disposal Franchisee does not have any obligation to accept, and has the right to reject, unpermitted waste. Its obligation to pay any unpermitted waste handling-costs is limited under Section 8D.

- B. Exceptions.** County excludes from this grant and obligation disposal services with respect to source separated recyclables, source separated organic, green, yard or food waste, and any other type of solid waste discarded separately from other solid waste.

“Source Separated” means generators discard a type of solid waste separately from solid waste containing more than one type of solid waste.

- C. Definition of Rights.** Disposal Franchisee confirms acknowledgements under the Master Franchise.

SECTION 2 - TERM

- A. Term.** The Master Franchise contains the term and term extensions.
- B. Continuing Obligations After Expiration or Termination.** When this Disposal Franchise expires or terminates, Disposal Franchisee will cooperate fully with County and succeeding contractor(s), licensee(s), permittee(s) or other person providing similar solid waste disposal services. Disposal Franchisee acknowledges that the intent of this obligation is to give County records that it may need in the future with respect to claims, including actions under federal law RCRA Subtitle D, against the County with respect to materials that County delivered to the disposal facility. This Section does not preclude County, at its discretion, from entering into a succeeding agreement with Disposal Franchisee to provide solid waste

management services like disposal services. Cooperation includes giving County records kept under this Disposal Franchise promptly upon County request, in the format specified by the County.

- C. **Execution of Collection Franchise Agreements.** The effectiveness of this Agreement and the obligation of each Party to perform its undertakings provided by this Agreement is subject to Collection Franchise agreements being executed, on or before January 1, 2020, between Franchisee and County, Franchisee and the City of Orland, and Franchisee and the City of Willows. Franchisee may waive this requirement at its discretion.

SECTION 3 - DISPOSAL SERVICES.

- A. **Disposal Guaranty.** Disposal Franchisee will dispose of all permitted waste delivered by County at the Disposal Facility under Contractor's Services Plan in Exhibit 3A during receiving hours. This obligation is referred to in this Agreement as the "Disposal Guaranty". Disposal Franchisee will annually update the Service Plan to reflect changes in operations. EXHIBIT 3A contains a description of the Disposal Facility.

"Dispose" means final deposition of discarded solid waste.

"Deliver" means to discharge and leave at the intended destination.

"Receiving Hours" is 7am – 3:30 pm (M-F)

"Service Plan" is described under Attachment 3A and appended Exhibit 3A.

- B. **Operation of Disposal Facility.** Disposal Franchisee has acknowledged that County may incur liabilities with respect to solid waste that County delivered to the Disposal Facility. Therefore, Disposal Franchisee will operate the Disposal Facility under law during the term of this Disposal Franchise and until closure of the Disposal Facility and Disposal Franchisee will close and maintain the Disposal Facility (including fulfillment of federal and state funding requirements) under its Closure and Post-closure Plan and law.
- C. **Access.** The County and its designated representative(s) may enter, observe and inspect Contractor's operations and the Disposal Facility at any time during Disposal Facility operations and conduct studies or surveys of solid waste that it delivered there and meets with those facilities' manager(s) or his or her representatives at any time if the County and its representatives comply with Contractor's reasonable safety and security rules and do not interfere with Contractor's work. Disposal Franchisee will ensure that its employees cooperate with the County and respond to the County's inquiries.

D. Closure and Post-Closure.

1. **Plan.** Disposal Franchisee will close, maintain and monitor the Disposal Facility in accordance with the Disposal Facility Closure and Post-Closure Plan for the period provided in the plan or a period of 30 years following closure, whichever is greater. It will update the Plans under law. County acknowledges that "Disposal Facility" refers only to landfills owned by Disposal Franchisee and excludes all other disposal sites, such as a backup disposal site used when the Disposal Facility does not accept permitted waste. The County Clerk keeps a copy of the Closure and Post-Closure Plan in its files. Exhibit 3D 1 contains a professional engineer's certification regarding accuracy of the Plan.

Closure and Post-Closure Plan is attached to the copy of this Disposal Franchise filed in the Office of the County Clerk.

2. **Financial Assurances.** Disposal Franchisee will secure financial assurances in the amounts required by law in a trust fund or other means approved by regulatory agencies.
 3. **Annual Update.** Promptly upon County request Disposal Franchisee will give County copies of the current Closure and Post-closure Plans including schedules with cost estimates, allowances for inflation and accumulation of interest.
 4. **Disposal Franchisee Payment of Closure Obligations.** Disposal Franchisee will fully and timely pay for closure and post-closure of the Disposal Facility. Disposal Franchisee will not seek contribution to or reimbursement of any expenses related to the Disposal Facility, including closure and post-closure costs and civil litigation, including for nuisance, from County, except regarding unpermitted waste delivered to the Disposal Facility by County or its contractor. By executing this Contract, and subject to the exception above, Disposal Franchisee releases the County from any obligation or liability to make those payments, regardless of the accuracy or adequacy of Contractor's estimates and funding of Closure and Post-closure Plans and any other contingency reserve. If a regulatory agency or other person obligates the County to make payments, Disposal Franchisee will reimburse the County for all payments made within 30 days of the County's demand.
 5. **Survival.** Contractor's obligations in this section survive termination or expiration of this Contract.
- E. Free Dump Day.** To coincide with semi-annual Community Cleanup Days held by each of Glenn County, the City of Orland and the City of Willows, the County transfer station may hold six "free dump days" per year, where residents of such municipalities may deliver permitted waste. The County may deliver such material (estimated to be one trailer load for

each event) to the Disposal Facility, and the Disposal Franchisee will not charge a fee for such permitted waste. If the amount of material from these events materially increases beyond one trailer each, the parties will establish a reasonable fee.

- F. **Key Personnel** Contractor's key personnel are listed in Exhibit 3F.
- G. **Vehicle Turn-Around Guaranty.** From the time County's containers, including trucks, arrive at the entrance to the Disposal Facility, including at the end of any line forming at the entrance to the Disposal Facility, Disposal Franchisee will weigh the containers, allow containers to discharge permitted waste, and allow the containers to leave the Disposal Facility within 45 minutes plus any time that drivers park including drivers' choice to use restroom facilities or make calls. This is the Vehicle Turn-Around Guaranty. Disposal Franchisee will allow drivers to use restroom facilities and park for at least 20 minutes.

SECTION 4 - DISPOSAL SERVICE STANDARDS.

In addition to the service standards provided in Master Franchise, Disposal Franchisee will provide service under the service standards in this section.

"Service Standards" mean all of Contractor's disposal obligations under Section 4, including the weighing solid waste and strict compliance with law and diligence.

- A. **Weighing Refuse.**
 - 1. **Recording Weight.** Disposal Franchisee will weigh the County's transport containers, which may be a truck, when it arrives at the scale house at the Disposal Facility and print a weight ticket indicating at a minimum the transport container number, the gross weight of the filled transport container before unloading, the tare weight of the empty transport container after unloading, the net weight of the permitted waste that is the basis for calculating the service fee, time of unloading, and date of unloading. Disposal Franchisee may establish tare weights for identified vehicles and will corroborate tare weights at least semi-annually or upon County request.
 - 2. **Scale.** Disposal Franchisee will maintain a state-certified motor vehicle scale in accordance with law. If the permanent scale is inoperable, being tested or otherwise unavailable, Disposal Franchisee will substitute portable scales until the permanent scale is replaced or repaired. Disposal Franchisee will arrange for the inoperable scale to be repaired as soon as possible.
 - 3. **Estimates.** Pending substitution of portable scales or during power outages, Disposal Franchisee will base tonnage on the weight tickets for transport containers generated by County at the County's transfer station, or at direction of County, use the monthly

average of each transport container's recorded weight delivered on over the past 12 months.

4. **Testing.** Disposal Franchisee and the Transfer Station will test and calibrate all their respective scales in accordance with law, but at least every 12 months and within one week of a County request. Disposal Franchisee and Transfer Station will promptly give the other party its test results. If the results of a Disposal Franchisee test requested by County indicate that the scale complies with law, the County will pay Disposal Franchisee reimbursement costs of the tests. If the Disposal Franchisee test results indicate that the scale did not comply with law and will pay the costs of the tests and County is not obligated to reimburse Contractor. Disposal Franchisee will pay for all other tests, including those required under law or this Contract, or at Contractor's own initiative.
- B. **Employee Courtesy.** County may ask Disposal Franchisee to address employees under Section 4F of the Master Franchise.
 - C. **Potential County Liabilities.** The County might be subject to prosecution or claims for disposing of its permitted waste at the Disposal Facility, including as generator of waste and Potentially Responsible Party under applicable law Subtitle D (Superfund). Accurate records of the volume of waste generated in the County and disposed of in the Disposal Facility may be important to establish or quantify liability of the County and vigilant and diligent screening for unpermitted waste, as required under the solid waste facility permit for the Disposal Facility, together with good design, operation, maintenance and closure of the Disposal Facility may minimize the risk of prosecution and limit those liabilities. Therefore, Disposal Franchisee will provide disposal services diligently and strictly in accordance with law and this Contract.

SECTION 5 - COUNTY OBLIGATIONS.

- A. **Exclusivity.** County will not contract with anyone other than Disposal Franchisee to dispose of permitted waste delivered to the County's transfer station except if Disposal Franchisee is not providing service.
- B. **Load Check.** County will check waste delivered to the Transfer Station, including waste delivered by self-haulers, to identify unpermitted waste as required in its solid waste facility permit for the Transfer Station. The County will not knowingly load any unpermitted waste into containers for transport to the Disposal Facility.

SECTION 6 - DIVERSION RIGHTS.

County does not guaranty to deliver any specific weight or volume of permitted waste. County may develop, encourage and participate in solid waste diversion activities, including source reduction, recycling and recovery that may reduce the amount of transported solid waste.

SECTION 7 - OWNERSHIP OF SOLID WASTE; DISCLAIMERS.

- A. Ownership.** Permitted waste becomes the property of Disposal Franchisee when discharged at the Disposal Facility.
- B. Amount and Characterization.**
- 1. Disclaimers.** County and Disposal Franchisee confirm their disclaimers with respect to unpermitted waste under Section 7 of the Master Franchise. Unpermitted waste does not become the property of Disposal Franchisee when discharged at the Disposal Facility. Neither County nor Disposal Franchisee warrant that solid waste delivered to the Disposal Facility contains no unpermitted waste.
 - 2. No Contractor.** Disposal Franchisee will not make any claim against County based on any estimates, statements or interpretations of information in connection with the Request for Proposals and procurement of this Contract, including solid waste quantities or characterization. In this paragraph "County" includes any officer, employee, agent, or consultant of County.
- C. Representations.** In addition to the representations and warranties that Disposal Franchisee makes in the Master Franchise, Disposal Franchisee represents and warrants as of the franchise date and throughout the Contract, as follows:
- 1. Capacity.** The Disposal Facility has capacity to dispose of permitted waste delivered by the County together with additional solid waste that Disposal Franchisee accepts from others, until the expiration or termination of this Contract.
 - 2. Compliance with Law.** The Disposal Franchisee designed, operates and maintains the Disposal Facility in compliance with law, including RCRA Subtitle D, and it meets or exceeds Subtitle D standards, including composite bottom liner, leachate collection, landfill gas emission monitoring and active collection.
 - 3. Out of County Facility.** If the Disposal Facility is located outside of the geographic boundaries of the County, the Disposal Facility can accept solid waste under this Contract.

4. **Unpermitted Waste.** Disposal Franchisee does not knowingly accept unpermitted waste.

SECTION 8 - TIPPING FEES/BILLING.

A. Tipping Fees.

1. **Amount.** County will pay Disposal Franchisee tipping fees from the County's solid waste enterprise fund in an amount each month based on the number of tons of solid waste that Disposal Franchisee accepts and disposes at the Disposal Facility multiplied by the amount of tipping fees per ton of solid waste charged by Disposal Franchisee. The tonnage amount will be based on data from scales at the Transfer Station, which will be provided to Disposal Franchisee on a daily basis. However, if a load's tonnage indicated by a Transfer Station scale does not match the tonnage indicated by a scale at the Disposal Facility, then either party may request (i) that the parties promptly review the circumstances leading to such discrepancy, and/or (ii) that the scales of the other party be retested. If the results of a test requested by a party indicate that the other party's scale complies with law, the requesting party will pay or reimburse the other party the costs of the tests. If the results of a test requested by a party indicate that the other party's scale did not comply with law, the other party will pay its costs of the tests and requesting party is not obligated to reimburse.
2. **Payment Protocol.** County will pay tipping fees within 30 days of Disposal Franchisee invoices. Invoices will be sent monthly, regarding waste material received in the previous month. County will pay the tipping fees to Disposal Franchisee based on records submitted by Disposal Franchisee satisfactory to the County, including weigh tickets for transport container loads that Disposal Franchisee delivered to the Disposal Facility.

B. Adjustment. Service fees will be adjusted under Attachment 8B.

C. Invoice. Disposal Franchisee will draft its invoice in a form satisfactory to County.

D. Reimbursement for Unpermitted Waste. The County will pay the cost of properly disposing, as required by law, the first three loads of unpermitted waste that the County's transport hauler delivers to the disposal facility. The Disposal Franchisee will pay the costs of disposing any additional loads, except where the generator is identified (who shall be responsible for all associated liabilities and costs).

SECTION 9 - RECORDS.

Disposal Franchisee will keep records required under the Master Franchise, in the media required

under the Master Franchise, and Franchisee will keep records related to the Disposal Facility at the Disposal Facility.

SECTION	RECORD
4A	Weight receipts for solid waste delivered by from County and accepted by Disposal Franchisee at the Disposal Facility including gross and tare weight of the containers (or trucks) that deliver the solid waste, tons of solid waste, and the time and date of delivery.
	Correspondence between Disposal Franchisee and regulatory agencies, regarding Disposal Franchisee's non-compliance with law, including Areas of Concern.
	Permits

SECTION 10 - REPORTS.

- A. Monthly Reports.** In its monthly report Disposal Franchisee will include information required in the Master Franchise; a summary of the daily weigh receipts and any other daily records; the number of transport container loads transported to the disposal facility; any extraordinary occurrences affecting the Contractor's performance, including occurrences with respect to delivery of solid waste; permit compliance status; documentation regarding unpermitted waste, if any, gathered, produced and/or retained at the disposal facility; a discussion of service or operational problems and resolution thereof or planned therefore, any correspondence between Disposal Franchisee and regulatory agencies regarding Areas of Concern, violations, and penalties, and additional information requested by County related to any or all of the Master Franchise, Disposal Franchisee, and disposal services and obligations.
- B. Annual Reports.** In its Annual Report, Disposal Franchisee will include information required in the Master Franchise and the quarterly reports that would be due at that time; any additional information reasonably requested by County related to Franchisee's performance hereunder; an update on schedule of estimated financial assurances for Closure/Post-Closure and then-current funding therefor; an update on remaining estimated capacity of the Disposal Facility; a review of new rules or regulations that would impact on operational, closure, or post-closure costs of the Disposal Facility; discussion of items of improvement to the Disposal Facility and a summary of the impacts such improvements would have on costs; a review of the performance of investments of closure and post-closure funds; and, every other year, an analysis of the adequacy and financial status of closure and post-closure funds.

SECTION 11 - INDEMNIFICATION.

Disposal Franchisee will provide indemnification under the Master Franchise. Its indemnity is intended to operate as an agreement pursuant to 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364, to insure, protect, hold harmless and indemnify County from liability.

SECTION 12 - INSURANCE/FINANCIAL ASSURANCE.

- A. Insurance.** Disposal Franchisee will maintain insurance required under the Master Franchise. The Certificates of Insurance and other documentation attached to the Master Franchise must reference this Disposal Franchise. Disposal Franchisee shall obtain and maintain Pollution/Environmental Impairment Liability insurance, or similar pollution coverage, with respect to the Disposal Facility and shall include County as an additional insured for emission, discharge, release or escape of pollutants comprised of solid, liquid, gaseous or thermal irritants or contaminants, including waste materials to be recycled, reconditioned or reclaimed, into or upon land, the atmosphere or any watercourse or body of water and reimbursement of cleanup costs in accordance with law as a result of environmental damages, with limits of \$5 million. If coverage is under Commercial General Liability Insurance and is on a claims-made basis, then there shall be an endorsement covering County during the extended reporting-period. This obligation to maintain this pollution coverage survives the expiration or termination of this Contract. Disposal Franchisee will maintain this pollution coverage, or equal coverage under a succeeding policy, until Contractor's obligations under law for closure of the Disposal Facility are completed. Disposal Franchisee will give County a copy of the policy, or portion of the policy necessary for County to submit claims on County's behalf, as of the franchise date and promptly following any change in coverage. Disposal Franchisee may ask County to sign a confidentiality agreement before receiving the policy.
- B. Stated Amount of Financial Assurance.** During the first franchise year "Stated Amount" is listed on Attachment 12B. The payment and performance bond is attached as Exhibit 12B.

SECTION 13 - BREACHES AND DEFAULTS.

- A. Breach, Notice, Cure.** If Disposal Franchisee breaches the Master Franchise or this Disposal Franchise, it has the right to cure under Section 13 of the Master Franchise. County will give notice and confer with Disposal Franchisee under Section 13 of the Master Franchise.
- B. Default.**

<p>"Event of Default" means each item listed in the Master Franchise and the following in the table.</p>

EVENT OF DEFAULT		TERMINATION DATE (# days following County notice to contract of default)
(1) Uncured breach	<ul style="list-style-type: none"> Disposal Franchisee does not cure any breach of this agreement other than breaches listed as specific defaults in (2) of this table, within 30 days of County Notice of that breach under section 16A, unless due to uncontrollable circumstances; or 	30 days
(2) Failure to provide disposal services	<p>Unless due to uncontrollable circumstances, Disposal Franchisee fails to provide disposal services, including accepting and disposing of solid waste:</p> <ul style="list-style-type: none"> 3 or more consecutive days following any scheduled collection date; or 7 days in the aggregate from the franchise date. 	30 days

SECTION 14 - REMEDIES/ENFORCEMENT.

- A. Under the Master Franchise.** County may exercise all remedies under the Master Franchise.
- B. Damages.**

In this section one "failure" means each occurrence of specified breach and not for aggregate instances of those individual breaches, i.e. failure to make containers available for loading two times in one day is two breaches.

- 1. Liquidated damages.** The Parties acknowledge that County incurred considerable time and expense procuring this Disposal Franchise in order to remove and discard of solid waste, especially putrescible solid waste, in order to protect human health and the environment. Consistent and reliable services are of the utmost importance to the County's protection of human health and the environment to prevent garbage and refuse from accumulating and attracting vermin, vectors and disease. The Parties acknowledge that the following liquidated damages represent a reasonable estimate of the amount of damages, considering all circumstances existing on the franchise date,

including the relationship of the sums to the range of harm to County that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or inconvenient. Therefore, in accordance with Section 14 of the Master Franchise with respect to notice and conference, Disposal Franchisee will pay to County any or all of the following liquidated damages. County claims for liquidated damages must be made within ninety (90) days of the underlying event or the date upon which County became aware of, or should have reasonably become aware of, the underlying event.

Section	Failure	Amount
3A	For more than 2 failures in any 6-month periods to accept a transport container of permitted solid waste delivered by County.	\$250 for the third failure, increasing by \$100 for each additional failure
3A	Failure to accept transport container to the disposal facility on 2 or more consecutive days.	\$250 on second day, increase by \$100 for each additional failure

By placing initials below at the places provided, each party specifically confirms the accuracy of the statements made above and 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 Master Franchise and this Disposal Franchise was made.

Contractor

County

Initial Here: _____

Initial Here: _____

2. **Compensatory Damages.** Disposal Franchisee will pay County damages in amounts equal to the County's reimbursement costs for fines or penalties levied by regulatory agencies, including for:

Section	Damage
3A	Failure to accept any transport container of permitted solid waste, County's reimbursement cost of transporting the container to another disposal facility and any tipping fee greater than the tipping fee under this Disposal Franchise


SECTION 15 - GENERAL PROVISIONS.


- A. **Incorporation.** This Disposal Franchise is part of the Master Agreement. In this Disposal Franchise, the parties' have all rights and obligations that they have in Master Agreement.
- B. **Inconsistences.** If any provision of this Disposal Franchise from Section 1 through the signature page is inconsistent or conflicts with any Attachment or Exhibit, then the provisions contained in the body of the Disposal Franchise will govern. If any provision of this Disposal Franchise is inconsistent or conflicts with the Master Franchise, then the Master Franchise will govern.

SECTION 16 - EXECUTION OF CONTRACT.

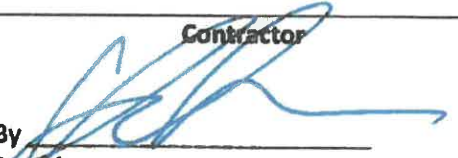
IN WITNESS WHEREOF, County has authorized and directed the Chairman of the Board of Supervisor to sign this Contract. Disposal Franchisee has authorized and directed its duly authorized officers to sign this Contract. This Disposal Franchise is dated the franchise date repeated on the cover of this Contract.

COUNTY OF GLENN

By: 
Chairperson of the Board
Type or Print Name: John K. Viegas

Attest: 
County Clerk
Type or Print Name: Di Aulabaugh

Contractor

By: 
President:
Type or Print Name: Barry Skolnick


ATTEST: 
Secretary:
Type or Print Name: David Stratton

EXHIBIT 3A Disposal Facility and Services Plan

[Contractor Add Service Plan]

Anderson Landfill



About Anderson Landfill provides recycling and disposal services to the northern California region. It is located southwest of the City of Anderson in Shasta County. The 1,262-acre facility is home to a Subtitle D class III landfill that meets or exceeds all federal, state, and local regulations.

Wildlife Habitat - Certified Facility In 2012, the national Wildlife Habitat Council certified the Anderson Landfill a Wildlife Habitat at Work facility. Landfill employees installed nest boxes constructed by local schools in approximately 100 acres of dedicated habitat area for the Western Bluebird. Since then, staff has installed additional nesting boxes and maintained an on-going monitoring program. These efforts to enhance the environment and population of the Western Bluebird resulted in recertification in 2014 and 2016.



Environmental Stewardship Anderson is engineered to protect the air, surface water and ground water utilizing state-of-the-art liners, landfill gas collection wells, leachate collection and groundwater monitoring systems. Anderson employees are dedicated to operating the facility to minimize environmental impact.

Community Involvement As a community resource, Anderson welcomes the opportunity to share information about how it manages waste and what is recyclable. It provides tours to local schools and staff regularly participates in community events to provide recycling information. Anderson Landfill is also a sponsor of the Cottonwood Little League.

Recycling Did you know that the Anderson Landfill helps you recycle? Among the many materials you can divert at the landfill for new use are:

Electronic Waste (TV, Computer, Cellphones, etc), Appliances, Tires, Scrap Metal

Disposal Anderson Landfill accepts the following non-hazardous material for disposal: Non-Friable Construction & Demolition Debris, Industrial & Special Waste, Municipal Solid Waste, Mattresses, Yard Waste.

Anderson Landfill also accepts the following hazardous material: Friable/Non-Friable Asbestos & Contaminated Soil.

Hours of Operation 7:00 am - 3:30 pm Monday through Friday, 7:00 am - 12:00 pm Saturday, Closed Sunday

Operation Holiday Closure: New Year's Day, Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving, Christmas Day

Contact Us Crystal Young, District Manager - Cyoung15@wm.com
18703 Cambridge Road • Anderson, CA 96007 • (530) 347-5236

Website andersonlandfill.wm.com



THINK GREEN

EXPIRATION DATE:
March 17, 2025

PERMIT NO.
91-VF-35h

SHASTA COUNTY
DEPARTMENT OF RESOURCE MANAGEMENT
AIR QUALITY MANAGEMENT DISTRICT


ANDERSON LANDFILL, INC.
(Applicant)

IS HEREBY GRANTED A
TITLE V OPERATING PERMIT
SUBJECT TO CONDITIONS NOTED

SOLID WASTE LANDFILL
(Name of Activity)

AT: **18783 Cambridge Road, Anderson, CA 96007**
(Assessor's Parcel No. 297-179-004-000)

DATE FINISHED: February 2, 2018

APPROVED: 
Air Pollution Control Officer

4

Regulatory contacts

Shasta County Resource Management
Environmental Health Division
1855 Placer Street, Suite 201
Redding, California 96001
Phone: (530) 225-5787
Fax: (530) 225-5413

Central Valley Regional Water Quality Control Board
364 Knollcrest Drive, Suite 205
Redding, California 96002
Phone: (530) 224-4845
Fax: (530) 224-4857

Exhibit 3D 1 Closure and Post- Closure Plan

A copy of the Closure and Post-Closure Plan

Geosyntec[®]
CONSULTANTS

CERTIFICATION

I hereby certify that this Preliminary Closure and Post-closure Maintenance Plan (PCMP) for the Anderson Landfill in Shasta County California, dated 31 July 2015, has been prepared by Geosyntec Consultants, Inc. (Geosyntec) under my direct supervision. Based on my inquiry of the person or persons who were directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. The PCMP was prepared to meet the applicable requirements of Title 27 of the California Code of Regulations (CCR). It has been prepared for submittal to the Shasta County Department of Resource Management/ Environmental Health Division (the Local Enforcement Agency (LEA)), the California Department of Resources Recycling and Recovery (CalRecycle), and the California Regional Water Quality Control Board - Central Valley Region/Reading Office (CRWQCB).



Alan Walker
Senior Engineer

Civil Engineer No. C072597
Expiration Date 30 June 2016

EXHIBIT 3F Key Personnel

Disposal Franchisee Representative

Name	Diana Ramirez
Telephone number	530-720-0890
e-mail address	Dramir13@wm.com
Mailing address	3281 Hwy 99 W, Corning, CA 96021
Disposal Franchisee office address	Same

Operations Manager / Supervisor

Name	Crystal Young
Telephone number	510-552-7024
e-mail address	Cyoung15@wm.com
Mailing address	18703 Cambridge Rd, Anderson, CA 96007
Disposal Franchisee office address	Same

Individual responsible maintain records of solid waste delivered to the Disposal Facility

Name	Diana Ramirez
Telephone number	See above
e-mail address	See above
Mailing address	See above
Collection Franchisee office address	See above

EXHIBIT 8 Tipping Fee Schedule

County will pay Disposal Franchisee \$30.00 per ton of material brought to the Disposal Facility.

ATTACHMENT 8B Tipping Fee Adjustments

Tipping fees may be adjusted on the first day of January each year. Disposal Franchisee must submit satisfactory documentation to County supporting any increase in tipping fees by November 1 of that year. Any adjustment in the tipping fee will be delayed for each day that Disposal Franchisee does not submit satisfactory documentation.

1. Net tipping fee (Operations). 100% of the net tipping fee is adjusted by 100% of the percent change in the average annual CPI index for the periods ending the previous September 30 and next previous September 30. "Net tipping fee" means the total tipping fee minus the Governmental Fee portion. The tipping fee of \$30 per ton includes \$27.59 in net tipping fee.

2. Governmental Fee

"Governmental fee" means tipping fee surcharges levied by regulatory agencies for each ton of permitted waste disposed of in the Disposal Facility, such as host fees. They exclude any other fees imposed on Contractor such as sales taxes.
"Governmental fee surcharge" is the aggregate governmental fees that are added to the tipping fee.

The initial tipping fee of \$30 per ton includes \$2.41 in Government Fees. The tipping fee will be adjusted at such time that a change in Government Fees takes effect. Therefore, a change in Government Fees takes effect on November 1, the tipping fee will be adjusted effective such November 1, and not on the scheduled January 1 annual rate adjustment.

The tipping fees are also subject to adjustment pursuant to Attachment 8B, Section B of the Master Agreement for increased costs or reduced revenue due to events beyond Disposal Franchisee's reasonable control.

SERVICE FEE ADJUSTMENT EXAMPLES

Table 1–Adjustment Due to Change in CPI (Services).

Calculate percent change in CPI (12-month average, not month-to-month) for hypothetical January 1, 2021 adjustment	October 1, 2019-September 30, 2020	221.64
	October 1, 2020-September,30, 2021	228.59
	Percent Change	3.14% (not more than 5%*)
Dollar change	Assumed \$14.00/ton tipping fee increase X 3.14%	\$0.44

*The 5% cap only applies to the CPI portion of the tipping fee adjustment. This cap is independent of the 5% cap under Master Franchise and the other Service Franchises.

Table 1–Adjustment Due to Change in Governmental Fees

Integrated Waste Management fee charges on October 1, 2019	\$1.40/ton
Integrated Waste Management fee charges on September 30, 2020	\$1.50
Change	\$0.10

Table 5–Sum of Adjustments

Rate Component	Adjustment Percentage
Service Component (CPI)	\$0.44
Governmental Fee Component	\$0.10
Rate Adjustment / ton	\$0.54

ATTACHMENT 12B Payment and Performance Bond

- 1. Stated Amount.** During the first franchise year "Stated Amount" means \$50,000.

The payment and performance bond attached that Deposal Franchisee maintains for the County under the Master Franchise includes the incremental Stated Amount under this Disposal Franchise and explicitly references this Disposal Franchise.