

**THIRD ADDENDUM TO THE BLACK BUTTE SOLID WASTE/RECYCLING FACILITY
OPERATION, TRANSPORT AND DISPOSAL AGREEMENT BETWEEN THE COUNTY
OF SISKIYOU AND GERARD PELLETIER TRANSFER STATIONS, INC.**

THIS THIRD ADDENDUM is to that Agreement entered into on August 12, 2008, by and between the County of Siskiyou ("County") and Gerard Pelletier Transfer Stations, Inc. ("Contractor") and amended on June 4, 2013, and August 14, 2018 is entered into this 10th day of March, 2020.

WHEREAS, the Contractor has operated the Black Butte Solid Waste/Recycling Facility pursuant to the Agreement entered into on August 12, 2008, and the County has exercised its first option to renew the Agreement on June 4, 2013, for one five year period; and the County has exercised its second option to renew the Agreement on August 14, 2018 for one five year period to extend the term of the Agreement until June 30, 2023; and

WHEREAS, the parties desire to amend the Agreement to modify the obligations of the parties.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

5. **Section 19.0, "CONTRACT PRICE/PAYMENT PROCEDURES" of the Agreement shall be amended to add the following subsection:**

E. Annual Tipping Fee Adjustment

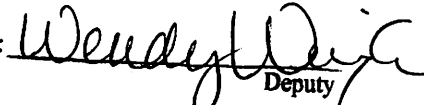
The Contract shall be adjusted by a reduction of \$2/ton of actual tonnage of waste shipped to Dry Creek Landfill for the months of July 1, 2018 through October 4, 2018, July 1, 2019, through October 4, 2019, July 1, 2020 through October 4, 2020, July 1, 2021 through October 4, 2021 and July 1, 2022 through October 4, 2022.

Sample calculation – July 1, 2018 – October 4, 2018

<u>Month</u>	<u>Actual Tons Shipped to Dry Creek Landfill</u>
July 2018	2004 ton
August 2018	1965 ton
September 2018	1430 ton
October 4, 2018	<u>266 ton</u>
	5665 ton x \$2/ton = \$11,330

This amount shall be adjusted in accordance with section 19 Contract price. The department will audit the adjustment against tonnage records each month to verify accuracy of the waste shipped to Dry Creek Landfill.

This instrument is a correct copy of the original on file in this office
ATTEST:
LAURA BYNUM
County Clerk of the State of California
In and for the County of Siskiyou.

By: 
Deputy

This credit is in lieu of changing the tipping fee increase effective July 1.

All other terms and conditions of the Agreement shall remain in full force and effect.

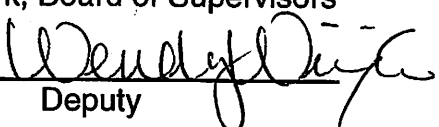
IN WITNESS WHEREOF, County and Contractor have executed this Third Addendum on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

Date: 3/10/2020

COUNTY OF SISKIYOU



MICHAEL M. KOBSEFF, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

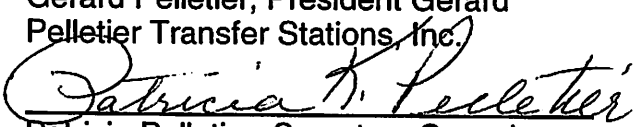
By: 
Deputy

CONTRACTOR: Gerard Pelletier Transfer Stations

Date: 3-5-2020


Gerard Pelletier, President Gerard
Pelletier Transfer Stations, Inc.

Date: 3/5/2020


Patricia Pelletier, Secretary Gerard
Pelletier Transfer Stations, Inc.

License No.: C2673443

(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. 201658546

ACCOUNTING:

Fund: 5350 Org: 404010 Account: 552180 Activity Code (if applicable)

**SECOND ADDENDUM TO THE BLACK BUTTE SOLID WASTE/RECYCLING
FACILITY OPERATION, TRANSPORT AND DISPOSAL AGREEMENT BETWEEN
THE COUNTY OF SISKIYOU AND GERARD PELLETIER TRANSFER STATIONS, INC.**

THIS SECOND ADDENDUM is to that Agreement entered into on August 12, 2008 by and between the County of Siskiyou ("County") and Gerard Pelletier Transfer Stations, Inc. ("Contractor") and amended on June 4, 2013, and is entered into this 1st day of July, 2018.

WHEREAS, the Contractor has operated the Black Butte Solid Waste/Recycling Facility pursuant to the Agreement entered into on August 12, 2008 and the County has exercised its first option to renew the Agreement on June 4, 2013 for one five year period; and

WHEREAS, the Agreement expires on June 30, 2018 and services continued to be required after that date; and

WHEREAS, the County desires to execute its second option to renew the Agreement for one five year period to extend the term of the Agreement; and

WHEREAS, the parties desire to amend the Agreement to modify the obligations of the parties.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Pursuant to Section 3.0, "TERM"** of the Agreement the County desires to exercise its second option to renew the Agreement for a period of five (5) years. The Agreement shall therefore be amended to extend the term of the contract through June 30, 2023.
2. **Section 4.0, "OPERATION OF TRANSFER/RECYCLING STATION"** of the Agreement shall be amended to add the following subsection:

I. Local, State and Federal Law -

All services provided by Contractor shall conform to all applicable local, state and federal laws and regulations. Conformance will be the responsibility of the Contractor including meeting all current and any future California Air Resources Board (CARB) clean air standards for all equipment.

Contractor shall assist County with annual Earth Day events as needed. Contractor shall not charge the County for appliances disposed of by the County during such Earth Day events, and shall allow the County to dispose of up to 15 tons of waste at no cost to the County during such Earth Day events or during designated community clean up events. Contractor shall not charge the County

for waste disposed of by the County or an approved 3rd party during such Earth Day or designated community clean up events (ie, tires).

Contractor shall allow County to dispose of at no cost to the County, up to 2 tons of waste per month.

3. Subsection A. of Section 10.0, "SALVAGE AND RECYCLING" of the Agreement shall be deleted in its entirety and replaced with the following subsection A:

A. Salvaging and recycling shall be done by Contractor or designated/approved recycling organizations only. Contractor shall require all items to be removed from the site in accordance with applicable County, State and Federal requirements. Recycling shall be conducted by Contractor regardless of profitability. Contractor shall cause recycled materials to be removed as frequently as necessary to maintain Facility areas for safe public dumping. The below listed materials, at a minimum, shall be recycled by the Contractor. County shall require that Contractor provide at least one full time employee dedicated to the following recycling efforts:

- aluminum,
- appliances (white goods),
- cardboard,
- carpet,
- electronic waste (in accordance with CA Electronic Waste Recycling Act),
- ferrous and non-ferrous metals,
- glass,
- mattresses (in accordance with CA Used Mattress Recovery and Recycling Act),
- newspaper,
- paint (in accordance with CA Paint Stewardship Law),
- thermostats (in accordance with mercury thermostat collection legislation),
- tin,
- universal waste (including, but not limited to, batteries, fluorescent light tubes, and CFLs)
- used motor oil (including, but not limited to, used oil filters)
- wood wastes
- other materials as they become regulated by the State of California.
- assist County with implementation of all future diversion programs as requested by County.

Contractor shall assist County with the planning, coordination, and implementation of an organics/composting program as required by County.

4. **Section 13.0, "RECORDS AND REPORTING" of the Agreement shall be amended to add the following subsections:**

D. Recycled Diverted Materials

Contractor shall provide the following information to County for each recycled material:

- a. Number of Loads
- b. Type of Load (debris box (list cubic yards), transfer trailer, etc.)
- c. Tons per Load
- d. Name/Address of Processor/Market
- e. Net Cost or Revenue per Ton, if available
- f. Total Cost or Revenue Received, if available

E. Additional Reporting

The Contractor shall furnish the County with any additional reports as may reasonably be required by the County, such reports to be prepared within a reasonable time following the reporting period. Such reports may include, but are not limited to, recyclable material quantities and sale prices/cost per ton.

F. Tracking of Daily Clearing of Receiving Floor

Contractor shall provide the County with daily attestation that the requirements of Section 4.G of the Agreement have been complied with in full.

5. **Section 19.0, "CONTRACT PRICE/PAYMENT PROCEDURES" of the Agreement shall be amended to add the following subsection:**

D. Annual Fuel Surcharge Calculation

The annual contract price paid by Contractor to County, as specified in Section 19.0 of this Agreement shall be adjusted annually for an annual fuel surcharge calculation. This adjustment shall be added to or subtracted from the annual contract price depending on whether fuel prices are increasing or decreasing from year to year as calculated and reported by the U.S Energy Information Administration as follows:

The first annual adjustment will occur on July 1, 2019 and shall be based on the change in the California No. 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon) average monthly price for the 12-month period ending March of each year(i.e., April 2018 – March 2019), as compared to the immediately preceding 12-month period ending March of

the preceding year (i.e., April 2017-March 2018) Fuel prices shall be obtained from the U.S Energy Information Administration (EIA) and may be viewed at the following EIA web page:

https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=pet&s=emd_epd2d_pte_sca_dpg&f=m

Black Butte Transfer Station

Annual Fuel Surcharge Calculation for First Year of Second Option Period of Agreement

		Average Annual California Retail Fuel Price
April 2016 to March 2017		\$2.787/per gallon
April 2017 to March 2018		\$3.254/per gallon
Fuel Surcharge = $3.254 / 2.787 = .1676$		
Average Number of Annual Loads from April 2016 to March 2017		
		637
Black Butte to Dry Creek		
Average Round Trip Miles	98	miles
Truck and Trailer Fuel Efficiency	7	MPG
Fuel Usage per trip = $98 / 7 = 14$ gallons per trip		
Fuel Cost per trip = $14 \times 2.787 = \$39.02$		
Annual Fuel Cost = $637 \times 39.02 = \$ 24,855.74$		
Annual Fuel Surcharge Adjustment = $24,855.75 \times .1676 = \$ 4,165.82$		
\$4,165.82 will be a credit to contractor and shall be applied to Section 19.0 Contract Price This adjustment shall be added to or subtracted from the contract price depending on whether fuel prices are increasing or decreasing from year to year.		

6. Section 21.0 "COMPENSATORY DAMAGES, DEFAULTS, AND REMEDIES" of the Agreement shall be amended to add the following section:

D. If Contractor does not perform in accordance with the terms contained in this Agreement, in addition to the remedies and compensatory damages described in Sections 20.0 and 21.0, Contractor shall pay County the following liquidated damage in the following events:


1. For each day that solid waste is not cleared off the receiving area, or any other areas of the facility (\$100/day)
2. For each day that a Monthly Report is late: \$10.00/ day
3. For each day an Annual Report is late: \$20.00/ day

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, County and Contractor have executed this Second Addendum on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

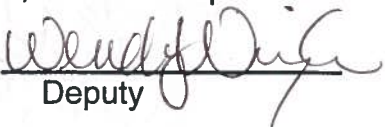
Date: 8/14/18

COUNTY OF SISKIYOU



RAY A. HAUPT, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
COLLEEN SETZER
Clerk, Board of Supervisors

By: 

Deputy

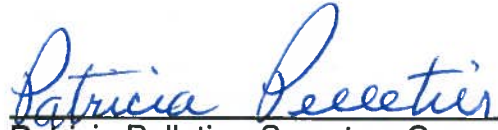
CONTRACTOR: Gerard Pelletier Transfer Stations

Date: 8-20-18



Gerard Pelletier, President Gerard
Pelletier Transfer Stations, Inc.

Date: 8/20/18


Patricia Pelletier, Secretary Gerard
Pelletier Transfer Stations, Inc.

License No.: C2673443

(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. 201658546

ACCOUNTING:

Fund: 5350 Org: 404010 Account: 552180 Activity Code (if applicable)

**ADDENDUM TO BLACK BUTTE (MT SHASTA)
SOLID WASTE/RECYCLING FACILITY OPERATION,
TRANSPORT AND DISPOSAL AGREEMENT**

THIS ADDENDUM is to that Contract for Services entered into on August 12, 2008 by and between the County of Siskiyou ("County") and Gerard Pelletier Transfer Stations ("Contractor") and is entered into this 4th day of June, 2013.

WHEREAS, the Contract expires on June 30, 2013 and services continued to be required after that date; and

WHEREAS, County has exercised the option to renew the agreement for one five year period pursuant to paragraph 3.0 of the agreement; and

WHEREAS, the parties desire to extend the term of the Contract; and

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 3.0 of the Contract for Services shall be amended to extend the term of the contract through June 30, 2018.

All other terms and conditions of the Contract for Services shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to Contract for Services the date hereinabove set forth.

COUNTY OF SISKIYOU

CONTRACTOR

By: Ed Valenzuela
Ed Valenzuela, Chairperson
Board of Supervisors

By: Gerard Pelletier
(Gerard Pelletier Transfer Stations)
Taxpayer I.D. ON FILE

ATTEST:
COLLEEN SETZER
Clerk, Board of Supervisors

By: Wendy Ditzel
Deputy

APPROVED AS TO LEGAL FORM:

Brian L. Morris
Brian L. Morris
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Fund: 5350 Organization: 404010 Account: 552180

Jennie Ebejer 6/5/13
Jennie Ebejer, Auditor-Controller

**BLACK BUTTE (MT. SHASTA)
TRANSFER/RECYCLING STATION OPERATION,
TRANSPORT AND DISPOSAL AGREEMENT**

2008

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**BLACK BUTTE (MT. SHASTA)
TRANSFER/RECYCLING STATION OPERATION,
TRANSPORT AND DISPOSAL AGREEMENT**

THIS AGREEMENT is made and entered into this 12th day of August, 2008, by and between **COUNTY OF SISKIYOU**, hereinafter called "County" and **GERARD PELLETIER TRANSFER STATIONS, INC.**, hereinafter called "Contractor".

WHEREAS, pursuant to Siskiyou County Code Section 5-1.27, the Board of Supervisors of the County of Siskiyou, hereinafter called "Board", has determined that the public health, safety and welfare are best served by providing for the collection and disposal of residential and commercial garbage, rubbish and solid waste matter; and

WHEREAS, in the past various commercial haulers have transferred residential and commercial garbage, rubbish and solid waste matter collected in the County and in cities within the County to the Black Butte Landfill; and

WHEREAS, such landfill has been closed and County wishes to ensure there is a facility to receive residential and commercial garbage, rubbish and solid waste; and

WHEREAS, County has constructed a transfer/recycling facility known as the Black Butte Transfer/Recycling Station in the Black Butte/Mt. Shasta area to provide for the collection, transport and disposal of residential commercial garbage, rubbish and solid waste; and

WHEREAS, Contractor has operated the Black Butte Transfer/Recycling Station pursuant to an agreement entered into on February 10, 2004 and County has exercised an option to renew the agreement for one five year period; and

WHEREAS, County is desirous of entering into an agreement with Contractor to provide both operation of the transfer/recycling facility and transport of garbage, rubbish and solid waste to, and disposal at, a permitted sanitary landfill.

WITNESSETH:

That the parties hereto mutually agree to the terms and conditions hereinafter set forth.

1.0 DEFINITIONS

TRANSFER/RECYCLING STATION

An area for temporary storage of solid waste and recyclables designed for public dumping along with transfer hauler accessibility. Operation of the transfer/recycling station includes gate house and scales.

TRANSPORT

The act of transporting waste from the transfer/recycling station to an approved landfill.

DISPOSAL

Land filling of permitted waste in an approved landfill.

PERMITTED WASTE

Wastes such as discarded materials from dwelling places, households, apartment houses, stores, office buildings, restaurants, hotels, institutions, and all commercial establishments, including waste or discarded food, animal and vegetable matter, paper, cardboard, wood, concrete, appliances, furniture, cans, glass, ashes, and boxes. Permitted waste also includes special waste, inert waste, commercial waste, residential waste, green waste and recyclables.

UNPERMITTED WASTE

The term "unpermitted" waste as used includes hazardous waste, contaminants which might be injurious to personnel engaged in solid waste handling, including but not limited to liquids, paints, auto bodies, acids, explosives, radioactive materials and septic tank pumping, and shall include any materials that may be prohibited from dumping by the regulations of the California Regional Water Quality Control Board, the California Integrated Waste Management Board, California Department of Toxic Substance Control, EPA, Enforcement Agency (Public Health) or any other public agency, or by operations of law, or wastes recycled or prohibited by County and the accepting landfill.

SPECIAL WASTE

Tires, Freon appliances, electronic waste (e-waste), universal waste (u-waste), used oil, batteries, construction and demolition waste.

INERT WASTE

Inert waste or debris is solid waste and recyclable materials that are source separated or separated for reuse and do not contain hazardous waste (as defined in CCR, Title 22, Section 66261.3 et seq.) or soluble pollutants at concentrations in excess of applicable water quality. Inert debris may not contain any putrescible wastes. Gravel, rock, soil, sand and similar materials, whether processed or not, that have never been used in connection with any structure, development, grading or other similar human purpose, or that are uncontaminated, are not inert debris. Such materials may be commingled with inert debris.

"Type A inert debris" includes but is not limited to concrete (including steel reinforcing bar embedded in concrete), fully cured asphalt, crushed glass, brick, slag, ceramics, clay and clay products. Type A inert debris is waste that does not contain soluble pollutants at concentrations in excess of water quality objectives and has not been treated in order to reduce pollutants.

ELECTRONIC WASTE (E-WASTE)

Electronic wastes (e-wastes) are generated from homes and the workplace and contain

hazardous substances like lead and mercury. Electronic waste includes, but is not limited to, cathode ray tube (CRT) devices (including televisions and computer monitors); LCD desktop monitors; laptop computers with LCD displays; LCD televisions; plasma televisions; portable DVD players with LCD screens; and electronic devices.

UNIVERSAL WASTE (U-WASTE)

Universal wastes (u-wastes) are hazardous wastes that are generated by several sectors of society, rather than a single industry or type of business. Universal waste includes, but may not be limited to, batteries, fluorescent tubes (lamps), mercury wastes (thermometers and toys), and non-empty aerosol cans.

COMMERCIAL WASTE

Waste generated by accounts that are not residential.

RESIDENTIAL WASTE

Waste generated by accounts that are primarily dwelling units.

GREEN WASTE

Brush, lawn clippings, tree trimmings and other organics that will decompose and result in compost.

RECYCLABLES

The following materials, at a minimum, shall be considered recyclables: tin, appliances (white goods), ferrous and non-ferrous metals, aluminum, glass, cardboard, newspapers, wood wastes, metal cans (vegetable, fruit, bean, etc.), and electric motors.

RECYCLABLE COMMINGLED MATERIALS

Defined and segregated into the following categories: #1 polyethylene terephthalate (PET) plastic, #2 high density polyethylene (HDPE) plastic, #3 polyvinyl chloride (PVC) plastic, #4 low density polyethylene (LDPE) plastic, #5 polypropylene (PP) plastic, #6 polystyrene (PS) plastic, #7 other - any plastic not falling in the above categories. The above plastics shall be recycled as the market and infrastructure allows.

2.0 SCOPE OF WORK

To operate a County furnished transfer/recycling station and scale house located in that area known as Black Butte/Mt. Shasta, arrange for recycling of separated recyclables and recyclable commingled materials delivered to the station, receive and transport permitted waste, and dispose of permitted waste at a County approved landfill.

3.0 TERM

This Agreement shall become effective on September 1, 2008, and shall continue in effect until June 30, 2013, unless terminated earlier in accordance with Sections

21.0 or 22.0. At County's option, this Agreement may be extended for two five (5) year periods upon terms and conditions to be negotiated at each renewal period. If County elects to exercise this right, it shall give Contractor written notice at least ninety (90) days prior to the expiration of the original term or any extension(s) thereof. If negotiations are not completed prior to the expiration date of the then current term, unless otherwise mutually agreed to between the parties, said agreement shall be deemed terminated and all obligations of the parties shall cease, save and except those obligations set forth in Section 37. During the period of negotiation, County shall have the right to advertise and solicit bids from other parties for operation of the Black Butte Transfer/Recycling Station.

Notwithstanding the foregoing and the provisions of Section 22, after one year has expired from the commencement date of this Agreement, County, at its sole and absolute discretion, shall have the right to terminate said agreement upon thirty (30) days written notice, with or without cause.

4.0 OPERATION OF TRANSFER/RECYCLING STATION

- A. **General Provisions** - County has provided a transfer station facility. The Contractor will be responsible to pay all associated utility costs, including but not limited to portable restrooms, electricity, phone service, water and heaters. All facilities shall be kept clean and provided with the necessary supplies at all times. The restroom shall be made available for use by the public. The Contractor shall staff this transfer station as needed to provide safe and efficient operations and uninterrupted service when open to the public. The Contractor shall use equipment as needed to prevent damage to the facility, to load waste from the tipping floor to the container. Contractor will be responsible for any structural damage caused by Contractor's mishandling of the waste when loading waste from the tipping floor to the containers. The Contractor shall also inspect waste as collected to assure only permitted waste is accepted. The Contractor is responsible for all maintenance, startup and utility costs associated with transfer station operations.

Commercial waste received shall be weighed at the scale house and the haulers will be charged by the Contractor in accordance with County established fees. However, the gate attendant reserves the right to weigh any load, including self haulers, which appear to have a density greater than 300 lbs/cy, in which event, the charge will be a per ton fee. The Contractor shall record such weights in accordance with the weighing protocol set forth in **Exhibit B**. The Contractor shall provide weight slips from the disposal site.

The Contractor is responsible for all maintenance, startup and utility costs associated with the scales and scale house operation.

- B. **Receipt of Permitted Waste** - During transfer/recycling station receiving hours, Contractor shall only accept permitted waste. Contractor shall assume ownership of and title to all materials delivered to the station. Nothing in this Agreement shall be construed to mean that County guarantees that delivered materials shall comprise permitted waste or that County guarantees to deliver or cause to be delivered any specified tonnage of permitted waste. Contractor warrants that it will use its best efforts to identify and reject any materials other than permitted waste.
- C. **Screening and Removal of Unpermitted Waste** - Contractor shall not accept unpermitted waste at the transfer/recycling station. Contractor acknowledges that it has indemnified County for releases of hazardous waste. Contractor may implement an unpermitted waste exclusion program in accordance with permits and applicable law in order to attempt to prevent acceptance of unpermitted waste at the transfer/recycling station. The terms and conditions of this program are subject to approval by the County. However, implementation of any such program shall not relieve Contractor of such indemnification obligations. Contractor shall remove all unpermitted waste from the tipping floor for safe disposal by Contractor at the Contractor's expense.
- D. **Used Oil Facility** - Contractor shall operate in accordance with state law a used oil facility and receive from the public used oil, free of contaminants, during operating hours. Upon request, the public shall be paid four cents (\$.04) per quart for recycling oil at the facility. Reimbursement from the State shall be Contractor's responsibility. Cost incurred by Contractor for removal of non-contaminated used oil by a licensed used oil recycler shall be paid by Contractor. County agrees to provide for Contractor's use a double containment 1,000-gallon tank (or equivalent) onsite for storage of used oil received from the public.
- E. **Hours of Operation/Office Hours** - The site shall be open to the public five days a week, including one weekend day, as set by the County, except New Year's Day, Memorial Day, Fourth of July, Thanksgiving Day and Christmas Day. The days of operation need not be five (5) consecutive days. Operating hours shall be an eight (8) hour period as set by the County. When the closure on New Year's Day, Memorial Day, Fourth of July, Thanksgiving Day or Christmas Day would result in closure of the transfer/recycling station for two consecutive days, the transfer/recycling station shall be open on the next succeeding day.

Contractor shall maintain an office at the Black Butte Transfer/Recycling Station open during transfer/recycling station receiving hours and equipped at a minimum with telephone and fax service and sufficient staff to address

complaints.

- F. **User Fees** - Contractor shall collect user fees in effect as of the date of award of this agreement and in accordance with Siskiyou County Code Sections 5-1.30.1, 5-6.102, and 5-6.104 attached hereto as **Exhibit 1B**. All fees collected at the scale house shall be retained by Contractor as full compensation for the work described in this Agreement. Contractor shall provide receipts to the public for all transactions. All office supplies required for the collection of County and Contractor user fees will be the responsibility of Contractor. All tire fees collected shall be retained by Contractor as full compensation for recycling of all tires. Contractor shall accept tires on rims. Contractor may provide for removal of rims for additional fees approved by County. Income from the sale of salvage items shall be retained by Contractor.

No fees may be charged by Contractor other than those approved by the County.

- G. **Frequency of Loading and Removal** - Contractor shall not allow any waste to remain on the tipping floor overnight or on site for more than 72 hours total or any lesser period as may be required by applicable law, including permits.
- H. **Maintenance and Testing Scales** - Contractor shall maintain, test, and calibrate the scales in accordance with Business and Professions Code Section 12100 et seq. or at least once a year, at the Contractor's expense. Prior to any test, Contractor shall provide at least one day notice to County unless such test is conducted by the State or other regulatory entity without advance notice to Contractor. Contractor shall promptly provide County with copies of test results.

Contractor shall further test and calibrate the scales within three days of receiving a written request by County. If such test results indicate that the scale or scales complied with applicable law, County will reimburse Contractor the direct costs of such tests. If such test results indicate that the scale or scales did not comply with applicable law, Contractor shall pay the direct costs for such tests as well as the cost for all maintenance and repairs required to bring the scales into compliance with applicable law. In addition, all weight measurements recorded and contract prices calculated, charged, and paid, as the case may be, from the date of such request until such time as the scales are in compliance with applicable law, shall be adjusted and corrected consistent with the results of such test.

5.0 PERMITTED USES

Contractor shall not use or permit the use of the Black Butte Transfer/Recycling Station for any purpose other than that contemplated by this Agreement without written consent of County. Contractor shall not store on site any equipment or materials that are not necessary for the operation of the work contemplated by this Agreement.

6.0 GENERAL TERMS AND CONDITIONS

- A. **Turnaround Time of Waste Collection Vehicles** - Contractor shall ensure that vehicles delivering permitted waste do not disrupt the flow of traffic. Contractor shall manage traffic to separate self haulers from commercial vehicles and protect Contractor's employees who are working on the tipping floor from all vehicles delivering materials.
- B. **County Right to Inspect Facilities** - County shall have the right, but not the obligation, to observe and inspect Black Butte Transfer/Recycling Station operations. In connection therewith, County and its representatives authorized by County shall have the right to access the Black Butte Transfer/Recycling Station at any time and speak to any of Contractor's employees; provided that they shall comply with Contractor's reasonable safety and security rules and shall not interfere with the work of Contractor or its subcontractors. Upon County request, Contractor shall make specified personnel available to accompany County employees on inspections. Contractor shall ensure that its employees cooperate with County and respond to County's inquiries.
- C. **Security** - Contractor shall maintain security at the site during the term of the Agreement reasonably adequate to protect County's property including buildings and equipment. Contractor will be responsible for ensuring the gate is locked when the station is not open to the public and that the security lights provided are operational and properly maintained. The County will not be responsible for vandalism to Contractor owned equipment.
- D. **Repair and Maintenance of Facilities** - Contractor shall diligently maintain the Black Butte Transfer/Recycling Station in good working order and make any needed repairs in a timely manner. Such work shall include cleaning and painting the buildings, maintaining spare parts inventory, and generally performing periodic maintenance. Contractor shall maintain the aesthetic appearance of the Black Butte Transfer/Recycling Station. Contractor shall provide snow removal and ice control services as necessary on the access roads and to all other areas needed on site for the safe and efficient operation of the facility. The Contractor shall use appropriate snow removal equipment that will not damage the road surface. Ice control measures shall

include chemical applications as needed to ensure the public areas are ice free. Chemicals used shall be first approved by the County. The Contractor will not be responsible for normal surface treatment of the asphalt concrete but will be responsible for damage done by Contractor's negligence. The County highly recommends rubber guards on the bucket blade.

- E. **Equipment, Fueling and Maintenance of Equipment** - Contractor shall provide equipment as needed to operate the facility in a safe and efficient manner. Fueling on site shall be done in accordance with applicable State and local regulations. Maintenance of equipment on site may be allowed if it is done in a manner acceptable to County and does not result in contamination of any soils.
- F. **Personnel** - Contractor shall hire and train qualified and competent employees including managerial, supervisory, clerical, maintenance, and operating personnel in numbers necessary and sufficient to perform Contractor's obligations under this contract. Contractor shall train its staff to perform their work in a safe and efficient manner and ensure that each staff person treats permitted users, including self haulers, County representatives, commercial haulers and other members of the public with courtesy. Contractor shall comply with applicable laws prohibiting employment discrimination including equal employment opportunity requirements. County shall have the right to require the removal of any of Contractor's employees who are habitually wanton, profane, negligent or discourteous in the performance of their duties. The Black Butte Transfer/Recycling Station shall be staffed on a full time basis (not less than three (3) employees) when the facility is open to the public. The Contractor shall complete the Personnel and Subcontractor Schedule included as **Exhibit C**.
- G. **Non-Prevailing Wage Determination** - The Contractor will not be required to pay prevailing wage for the operation of the transfer/recycling station. A copy of this determination is included as **Exhibit D**.
- H. **Emergency Operations** - The Contractor shall not be required to have an emergency generator on site. However, in the event of electrical failure, the Contractor shall make every attempt to continue normal operations in a safe and effective manner.
- I. **Safety** - Contractor acknowledges that worker safety and fire prevention is of critical importance to the County and shall conduct transfer/recycling station operations in a safe manner, in accordance with applicable law, and standard practices in the waste management industry. Contractor will require that all personnel wear safety equipment as required by applicable law. Contractor will train all employees in safety procedures. Contractor shall direct traffic at the site to assure safe travel, unloading, and exiting.

Contractor shall provide and maintain all necessary and appropriate fire control equipment, tanks, pumps, fire hoses and extinguishers. The Contractor shall require employees to wear uniforms that are kept neat and convey professional appearance to the public. Uniforms shall display the name of the Contractor and the employee name.

J. **Non-Resident Contractor** - The State of California Franchise Tax Board requires that whenever payments are made to a non-resident, independent contractor in excess of \$1,500 for services rendered, 7 percent (7%) of the gross amount must be withheld. A non-resident is anyone who is not a resident of California. A corporation is also subject to the withholding requirements if it is neither incorporated nor qualified to do business in the State of California. Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and County is provided evidence of such reduction/waiver, all non-resident contractors will be subject to the withholding. It is the responsibility of Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

K. **Complaints** - Contractor shall promptly and politely respond to complaints, including complaints from County's collection haulers, County staff, or the public at large, related to Contractor's performance or non-performance and use reasonable business efforts to resolve such complaints. Contractor shall keep a log of all complaints, whether such complaint was written or oral. The complaint log shall indicate the date and time of such complaint, the nature of the complaint, the name of the complainant, to whom the complaint was made and what action was taken, if any, to address the complainant's concerns. A copy of this complaint log shall be furnished to County on a monthly basis commencing with the first full month of operation under this Agreement and continuing thereafter for the entirety of this Agreement or any extensions thereof.

L. **Accidents and Emergencies** - Contractor shall retain responsibility for all injuries, accidents, and other mishaps associated with its performance obligations including personal injury resulting in in-patient or out-patient medical treatment, death, or damage to any real or personal property. Contractor shall promptly report personal injury or personal property damage to County orally, followed by written notice within three working days, including details of witness statements, if any.

Contractor shall develop and institute an emergency operations plan and amend from time to time as necessary but no less than annually, following opportunity for County review and comments. Contractor shall design such plan to mitigate and correct hazards that may arise due to accident or disruption of transfer/recycling station operation, transport or disposal

services including property damage and traffic disruption and shall include any business plan for emergency response to the release or threatened release of hazardous material in accordance with applicable law.

The parties shall designate persons who shall be available on a twenty four hour basis, including their telephone numbers, as named in Exhibit E.

- M. **Possessory Interest Taxation Notice** - Notice is given, pursuant to the provisions of Section 107.6 of the Revenue and Taxation Code, that Contractor's interest in this agreement may constitute a possessory interest and that said interest or interests may be subject to a possessory interest property tax or similar tax. Payment of all such taxes will be the sole responsibility of Contractor.

7.0 NUISANCES

- A. **Litter, Vectors, and Large Animals** - Contractor shall maintain the transfer/recycling site in a neat and orderly condition so as to discourage rodents and insects, cleaning permitted waste from the site at least daily or as frequently as necessary to comply with this section. In the event of apparent vector activity and/or if directed by County, Contractor shall immediately or in no event within more than 24 hours, implement additional vector control measures sufficient to remedy the vector nuisance at no additional costs to County.

Contractor shall be responsible for all cleanup of litter and debris on site and along roads near the site, including waste left at the site entrance gate. Contractor shall use reasonable business efforts to minimize the blowing of litter.

Contractor is responsible for making reasonable efforts to discourage large animals and other pests from feeding or staying on site.

- B. **Odor** - To minimize odors, Contractor will direct all users to discharge permitted waste inside the building. Contractor shall load all permitted waste having potential for causing odor into containers expeditiously upon receipt thereof.
- C. **Noise** - Contractor shall muffle all on-site vehicles/equipment operated by Contractor as required by applicable law.
- D. **Dust** - Contractor shall diligently suppress dust as required by applicable law to protect the health and safety of all persons on site including users and Contractor's employees.

8.0 OPERATIONS AND MAINTENANCE MANUAL

The Contractor shall submit to the County for review and approval an Operation and Maintenance Manual in accordance with Exhibit F. On or before July 1 of each year following the Agreement date, Contractor shall review the Operations and Maintenance Manual and revise it to reflect any changes in transfer/recycling station operation procedures during the previous year and submit a copy thereof to County. Such changes shall be reviewed and approved by County prior to implementation of such change(s).

9.0 SPECIAL WASTE

Contractor shall handle special wastes in accordance with County and State requirements.

10.0 SALVAGING AND RECYCLING

- A. Salvaging and recycling shall be done by Contractor only. All items shall be removed from the site in accordance with County and State requirements. Recycling shall be conducted by Contractor regardless of profitability. Recycled materials shall be removed as frequently as necessary to maintain areas for safe public dumping. The following materials, at a minimum, shall be recycled by the Contractor: tin, appliances (white goods), ferrous and non-ferrous metals, aluminum, glass, cardboard, newspapers, and woodwastes. The public shall be directed by Contractor to designated unloading areas for disposal of salvage and recyclables.
- B. Revenue generated from the sale of recyclables may be retained by Contractor.
- C. The parties to this agreement intend and hereby agree that their relationship shall be that of independent contractors and specifically with respect to the sale of recyclable materials. Nothing contained herein shall be construed to create any employment, partnership, joint venture, co-ownership or agency relationship between the parties, and Contractor shall not by any action allow any presumption to arise that a relationship of partnership or agency exists between the parties.
- D. Contractor shall not make any warranties or representations to a purchaser of recyclables regarding the recyclable materials and shall indemnify and hold County harmless from any claims from and against all liabilities to which any of them may be subjected by reason of or resulting directly or indirectly from the sale of recyclables by Contractor to third party purchasers.

11.0 TRANSPORT/CONTAINER REQUIREMENTS

- A. **Container Availability** - Contractor shall make ready and available containers and tractor/trailers necessary for operation and transport of all permitted waste. Contractor shall acquire, supply, operate, maintain, repair, and replace containers at its own cost and expense which are compatible with the transfer/recycling station.

Contractor shall transport loaded containers from the transfer/recycling station to the disposal facility and return such unloaded containers to the transfer/recycling station with sufficient regularity and frequency to maintain container availability necessary to comply with odor requirements and applicable law including limitations on the storage of permitted waste. Contractor shall minimize storage of permitted waste at the transfer/recycling station and avoid creation of any nuisance.

Contractor shall keep on site, or readily available, a rubber tired piece of equipment that will exchange waste containers as needed, to provide uninterrupted service for use of the facility by the public.

- B. **Litter Prevention** - Contractor shall enclose, cover, and/or seal all containers as necessary to contain permitted waste and prevent spilling or scattering of permitted waste during transportation. If any material is spilled or scattered, Contractor shall pick up the material within twenty-four (24) hours. If Contractor does not pick up such material within such period County may, but is under no obligation, pick it up or cause it to be picked up and offset County's direct costs thereof from the contract price.
- C. **Additional Waste Containers** - Contractor shall also provide waste containers at a convenient location to expedite overflow customers, elderly, or those customers who may experience difficulty backing in to the normal tipping floor.
- D. **Container Storage and Maintenance** - Contractor may park, store, maintain, and repair containers on the site provided Contractor shall ensure that such containers do not interfere with or pose any hazard to users vehicles entering and exiting the transfer/recycling station and site. Storage of containers or other equipment on site will be limited to that needed for the safe and efficient operation of this work.
- E. **Equipment, Fueling and Maintenance of Equipment** - Contractor shall provide equipment as needed to transport waste in a safe and efficient manner. Fueling on site shall be done in accordance with applicable State and local regulations. Maintenance of equipment on site may be allowed if it is done in a manner acceptable to County and does not result in

contamination of any soils. All equipment used in the permanent transfer station shall have rubber tracks or tires. Push buckets and blades shall have installed rubber guards to prevent metal from contacting the concrete tipping floor.

- F. **Transportation Permits** - Contractor shall secure and maintain all permits required for transport services by applicable law. As of the date hereof, Contractor has identified and listed such permits in **Exhibit G** and shall promptly update such exhibit to reflect any changes therein. Contractor shall supply County with copies of any such permits (including prior permits, current permits, or proposed renewals thereof) promptly upon request and maintain a file copy on site at all times.
- G. **Fees and Fines** - County is not responsible for fees or fines assessed including but not limited to overweight fees and traffic violations in the transportation of permitted waste.

12.0 DISPOSAL FACILITY

- A. Contractor shall transport containers from the transfer/recycling station to the disposal facility, dispose of the contents thereof at the disposal facility, and return containers to the transfer/recycling station. As of the commencement of operations, the disposal facility to be used by Contractor is Dry Creek Landfill near Medford, Oregon or Anderson Landfill near Anderson, California, or any other permitted disposal facility acceptable to County. Transports to the disposal facility shall be of sufficient regularity and frequency so as to maintain container availability at the transfer/recycling station. Nothing in this Agreement shall excuse Contractor's obligation to provide such disposal services. Should uncontrollable circumstances render the disposal facility unavailable, Contractor shall take all reasonable steps to dispose of waste received at the transfer/recycling station until said facility becomes available. Contractor shall comply with the unloading and disposal protocols required by the disposal facility including receiving and weighing containers, maintaining manifests and bills of lading, hazardous waste load checking, tipping, spreading and compacting permitted waste, covering permitted waste, and returning containers.
- B. Contractor shall dispose of waste at a facility that complies with the provisions of the Federal mandated Subtitle D Landfill requirements, individual State requirements, and all applicable legal requirements with regard to receiving and handling waste disposal. Contractor shall ensure disposal capacity at the disposal facility sufficient, at a minimum, to provide disposal services to County for at least sixteen (16) years, the maximum term of this Agreement, with extensions pursuant to Section 3.0. Disposal facility specifications shall be approved by the County and shall include a description

of liner, leachate detection, collection, removal and treatment, gas extraction, surface water, erosion control, and other systems. The County has reviewed the following two sites and believes they meet the required specifications: Anderson Landfill near Anderson, CA and the Dry Creek Landfill near Medford, OR.

In the event Contractor is not the operator of the disposal facility receiving such waste, Contractor shall obtain evidence from the operator of said landfill that it complies with the provisions of the Federal mandated Subtitle D Landfill requirements and individual State requirements. Such evidence shall be furnished to County upon the commencement of this Agreement and thereafter on the anniversary date for the entire term of this Agreement and any extensions thereof.

- C. Contractor shall secure and maintain all permits for disposal services required by applicable law. Contractor shall complete **Exhibit H, Disposal Permits**, and shall supply County with copies of any such permits promptly upon execution of this Agreement.

Contractor shall also secure and maintain copies of the annual inspection conducted by the North Coast Regional Water Quality Control Board (NCRWQCB) and provide same to County.

D. Disposal Facility Closure and Post-Closure Care

1. **Sole Contractor Responsibility** - Contractor hereby releases County from any obligation to provide for closure or post-closure funding and care of a disposal facility used pursuant to A or B above regardless of the accuracy or adequacy of such estimates. Contractor shall defend, indemnify, and hold harmless County therefore in accordance with Section 15.
2. **County As Third Party Beneficiary** - Contractor shall name County a third party beneficiary of all indemnification provisions of Contractor by disposal facility subcontractors under disposal facility subcontracts. Contractor shall make disposal facility subcontracts assignable, without cost adjustments, to County in the event of default by Contractor.

13.0 RECORDS AND REPORTING

A. Records

1. **General Requirements** - Contractor shall maintain at its office at the transfer/recycling station or other place acceptable to County full and

complete accounting books and records or copies thereof, prepared in accordance with generally accepted accounting principles, reflecting its revenues and expenses of fulfilling its performance obligations. Contractor shall make operational and business records available to County during transfer/recycling station receiving hours. County may audit such books and records at its own expense upon five (5) working days notice.

Contractor shall keep daily, accurate and complete records as set forth in **Exhibit I** in paper, electronic, magnetic, or other media in sufficient detail to allow Contractor to calculate and County to corroborate the amount of contract price, any damages, and other amounts hereunder, and to determine compliance with performance guaranties and all other provisions hereof. All computations, records, files, plans, correspondence, reports, drawings, designs, data, and photographs prepared by or possessed by Contractor relating to performance obligations shall be considered the property of County and upon County's written request, Contractor shall furnish such records to County no later than ten days after request thereof. Contractor shall preserve copies of such records for the entire term of this Agreement, any extensions thereof, and for a period of five years following termination of the Agreement. Unless requested sooner by County as set forth above, Contractor shall, upon termination of this agreement, deliver copies of all such records and other materials to County, which obligation shall survive the termination hereof in accordance with Section 37.

2. **Financial, Weight and Volume Records Audits** - On or before August 1 of each contract year Contractor, at its sole cost and expense, shall cause an audit of all volume records, transfer weight and corresponding tare weights for all transport vehicles and shall cause such auditor to provide County with a copy of such audit together with supporting documentation, within ten (10) days of the completion of such audit. Such audit shall be conducted by a Certified Public Accountant which has been agreed to by County, County may observe such auditing procedures, confer with such accountant, and have access to Contractor's records.
3. **Records Retention** - During the term of this Agreement or any extension thereof, and continuing for a period of five years following termination of the Agreement, or any extension thereof, Contractor shall maintain or obtain records of all documentation applicable to disposal facility development, operation and maintenance, and closure and post-closure maintenance submitted by Contractor to or received by Contractor from any federal, state or local governmental agencies,

including Contractor's annual reports to regulatory agencies, operation, closure and post-closure plans, results of monitoring tests, any citations, permit violations and assessed penalties or fines, and regulatory inspection reports.

- B. **Reports** - Contractor shall submit to County a monthly transfer/recycling station operations report containing the information listed in **Exhibit J**, Monthly Reports Requirement. Contractor shall supply County with additional information and documentation within thirty days of County's request describing the information requested with reasonable specificity. County shall notify Contractor within thirty (30) days after receipt of such report or within thirty (30) days after receipt of any additional requested information of any dispute as to the accuracy of the report. On or before September 1 of each contract year, Contractor shall submit to County a transfer/recycling station operations report summarizing the monthly reports for the previous contract year in a format satisfactory to County.
- C. **Inventory** - Attached as **Exhibit K** is Contractor's inventory showing all Contractor's personal property and any fixtures including Contractor-owned equipment and containers Contractor intends to use in transfer/recycling station operations, and transport and disposal services, including type, capacity, approximate age, leases, or other documents that encumber or limit Contractor's interest in such property, and other information requested by County.

14.0 INSURANCE

A. Types of Insurance Coverage

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors:

1. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG0001 185 or Insurance Services Office Form Number GL 0002) covering Comprehensive General Liability and Insurance Service Office form Number GL 0404 covering Broad Form Comprehensive General Liability.
2. Insurance Services Office Business Auto Coverage Form Number CA 0001 0187 covering Automotive Liability, Code 1 "any auto".
3. Workers Compensation Insurance as required by the Labor Code of the State of California and Employers Liability Insurance.

B. Minimum Liability Limits

1. **General Liability:** Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is issued, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrent limits.

The insurance required by this subsection shall include:

- (a) Premises operations;
 - (b) Independent Contractor's Protective;
 - (c) Products and Completed Operations, protecting against possible liability resulting from use of recyclable materials by another person;
 - (d) Personal Injury Liability with Employment Exclusion deleted
 - (e) Broad Form Blanket Contractual with no exclusions for bodily injury, personal injury or property damage
2. **Automobile Liability:** Two Million Dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
 3. **Worker's Compensation and Employers Liability:** Worker's Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$2,000,000 per accident.

C. Policy Endorsements - The following endorsement must be attached to the policy:

The County of Siskiyou, its agents, officers, and employees shall be named as additional insured with regard to general liability and automobile coverages. The Contractor's insurance coverage shall be primary insurance as respect to the County and accepting landfill, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute to it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the County.

D. Deductibles and Self-Insured Retention - Any deductibles or self-insured retention must be declared to and approved by the County. At the option of the County, either the insurer shall reduce or eliminate such deductibles or

self-insured retention as respects the County, its officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- E. **Acceptability of Insurers** - Insurance is to be placed with insurers admitted to do business in the State of California and possess at least a Best's A:VII rating or be with a company acceptable to the County of Siskiyou. The policy shall not contain the so-called "x", "c" or "u" exclusions.

The cost of providing insurance shall be at Contractor's expense. Evidence of all insurance and additional insured endorsement shall be furnished to County at the time Contractor executes this Agreement. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

- F. **No Liability for Loss or Damage** - In the event Contractor's equipment located on the premises is damaged, irrespective of the cause, or in the event Contractor is unable to perform the obligations hereunder due to the events set forth in Section 27, County shall not be liable therefore and Contractor shall have no claim or right against County for the costs of repair, replacement, or loss of business. This clause is intended as a complete release of liability in favor of County, including without limitation all claims whether known or unknown, liquidated or unliquidated, contingent or absolute. Contractor has knowledge of and understands the terms and effect of California Civil Code Section 1542, and voluntarily waives the benefit of the terms of that statute.

15.0 INDEMNIFICATION AND DEFENSE

- A. **Indemnification** - Contractor shall indemnify and hold harmless County and County's related parties (defined in Section 16) and each and every one of them from and against all liabilities (defined in Section 16) to which any of them may be subjected by reason of or resulting directly or indirectly from actions or inactions of Contractor or Contractor's related parties (defined in Section 16) performed or occurring under or in connection with this Agreement, except for County's actions, whether or not such liabilities are litigated, settled, or reduced to judgment and whether or not such liabilities are caused in part by any wrongful or negligent act, error or omission of any party indemnified hereunder; provided that if a final decision or judgment or settlement approved by County allocates liability by determining that any portion of damages awarded is attributable to a wrongful or negligent act, error, or omission of County and/or County's related parties, County shall pay such portion of damages.

- B. **Defense** - Contractor shall defend with legal counsel acceptable to County any action, claim, or suit which asserts or alleges any liabilities as defined in Section 16 whether well founded or not, arising or resulting in whole or in part, directly or indirectly, from actions or inactions of Contractor or Contractor's related parties as defined in Section 16 or of County and/or County's related parties as defined in Section 16 performed or occurring under or in connection with this Agreement. County reserves the right to retain at its own cost and expense co-counsel and Contractor shall direct Contractor's counsel to assist and cooperate with such co-counsel with respect to such defense.
- C. **Hazardous Waste** - Without limiting Contractor's obligation to indemnify County in accordance with Subsection B above, Contractor shall indemnify, hold harmless, protect, and defend County with legal counsel acceptable to County or co-counsel selected by County at Contractor's sole cost, from and against all liabilities as defined in Section 16, paid, incurred, or suffered by, or asserted against County in a judicial, administrative or regulatory forum, or otherwise, whether well founded or not, arising or resulting in whole or in part, directly or indirectly, from actions or inactions of Contractor or Contractor's related parties as defined in Section 16 or of County and/or County's related parties for any condition of the transfer/recycling station, (including the land upon which such transfer/recycling station is located,) containers (including transfer trucks, or other vehicles transporting such containers), related to hazardous or toxic substances, including any one or more release or threatened release of any materials (including hazardous waste), excepting known pre-existing conditions, if any. This indemnity by Contractor 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 liabilities in accordance with this Section. County does not waive or surrender any other indemnity or remedy available to it under applicable law and Contractor shall be strictly liable to County for hazardous materials conditions including any repair, cleanup, or detoxification thereof or preparation and implementation of any removal, remedial, response, closure, or other plan with respect thereto as required by applicable law.

16.0 DEFINITIONS FOR PURPOSES OF DEFENSE AND INDEMNIFICATION

"County and County's Related Parties" includes County and its members, and their elected officials, officers, employees, contractors, subcontractors, consultants, agents, assigns and volunteers and each and every one of them.

"Liabilities" means liabilities, lawsuits, claims, judgments, demands, clean-up orders, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs, expenses, loss, penalties, and other detriments

of every nature and description whatsoever, including all costs and expenses of litigation or arbitration, attorneys fees (whether County's or Contractor's staff attorneys or outside attorneys) and court costs, whether under State or Federal law except for liabilities caused by the sole negligence or willful misconduct of the indemnified party.

"Contractor Activities" means Contractor's performance obligations including loading of permitted waste into containers, operation and supervision of Contractor's equipment activities; load checking to prevent unpermitted waste from entering containers; operation and supervision of container storage and movement on site; transporting of permitted waste to disposal facility; environmental impacts of transportation, operation and supervision of disposal facility; environmental impacts of disposal facility; and all other activities of Contractor or Contractor related parties in connection with this Agreement.

"Contractor and Contractor's Related Parties" includes Contractor, guarantor, and their respective officers, directors, shareholders, members, partners, agents, employees, subcontractors, consultants, licensees, invitees, or affiliates.

"Affiliates" means a person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, Contractor where construction or interpretation of "control" shall be governed by Rule 144 of the Securities Act of 1933. Contractor shall use best efforts, or cause such persons to use best efforts, to provide County's legal counsel all reasonably necessary information relevant to such persons including proper and legal corporate names and relationship (or lack thereof) to Contractor articles of incorporation, certificates of good standing, and other documentation related directly or indirectly to alleged liabilities.

17.0 BONDS

A. Performance Bonds - Contractor shall secure and throughout the term hereof maintain in full force and effect a performance bond in an amount not less than Five Hundred Thousand Dollars (\$500,000) or a combination of bonds, and/or cash and/or an instrument of credit from one or more financial institutions subject to regulation by the Federal government and pledging that the funds secured by the instrument of credit are on deposit and guaranteed for payment, which together meet this performance security obligation with respect to transfer/recycling station operation, transport services, and disposal services. Contractor shall procure such bond from a surety admitted to do business in the State of California and the bond shall be in the form attached hereto as **Exhibit L**. The instrument of credit shall be in a form acceptable to County.

Simultaneously with the annual or other renewal of such bond, or a

substituted bond, Contractor shall file with County evidence of such renewal. If an instrument of credit constitutes a portion of the performance security obligation, said instrument of credit shall provide that such funds are to remain available for the life of this agreement, unless said instrument of credit is replaced with a bond in lieu of the instrument of credit.

County may review performance bond coverage levels every five years commencing from the date of this Agreement. In connection with such review, Contractor shall provide County with quotes on the increased (or decreased cost), if any, associated with County's request for adjusted levels or amounts of coverage. Upon request of County, Contractor shall provide documentation including letters from its bond brokers that any such increased (or decreased) premium cost is attributable solely to the requested adjusted levels or amounts of such coverage and shall adjust the per ton contract price. Such price adjustment shall become effective on the first monthly price invoice date occurring after Contractor pays the adjusted premium. Contractor shall secure and maintain the directed levels or amounts of coverage within sixty days of County's direction thereof.

- B. **Labor and Materials Bond** - Contractor shall secure and throughout the term hereof maintain in full force and effect a labor and materials bond in an amount not less than One Million Dollars (\$1,000,000.00) with respect to transfer/recycling station operation, transport services, and disposal services. Contractor shall procure such bond from a surety admitted to do business in the State of California and such bond shall be in the form attached hereto as **Exhibit M**. Simultaneously with the annual or other renewal of such bond or securing of substitute bond, Contractor shall file with County evidence of such renewal.

18.0 CRIMINAL ACTIVITY

Should Contractor, its subcontractors hereunder, or any of their respective employees, officers or directors have criminal conviction of any offense relating to solid waste activities from a court of competent jurisdiction with respect to any of the following:

- A. Civil fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement,
- B. Bribery or attempting to bribe a public officer or employee of a local, State, or Federal agency in that officer or director's or Contractor's employee's official capacity,
- C. Embezzlement, racketeering, false claims, false statements, forgery, falsification, or destruction of records, obstruction of justice, receiving stolen

property, or theft,

- D. Conviction for any other crime indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of Contractor or its officers or directors,

or, should Contractor or any of its respective officers or directors have made an admission of guilt or pled nolo contendere to the conduct described in A-D above, which is a matter of record, then Contractor shall give County notice of such event and each employee, officer, or director, as the case may be, of Contractor or its subcontractors responsible for such proscribed conduct shall be promptly replaced and shall not be employed, hired, or retained in any other business relationship with County. Contractor shall have fifteen days' notice and opportunity following such conviction to present evidence in mitigation thereof and on and after such fifteenth day if such employee, officer or director is not promptly terminated or replaced, sanctions, temporary suspensions, or any other condition deemed appropriate short of termination shall be imposed by County as it shall deem proper.

County further reserves the right to pursue any and all appropriate remedies that may be available to it including, but not limited to, false claims actions.

19.0 CONTRACT PRICE/PAYMENT PROCEDURES

- A. **Contract Price** - The Contractor shall retain the County imposed user fees as compensation for the work described in this Agreement. For the right to operate under this Agreement and receive the compensation provided for herein, Contractor shall pay the County an annual amount of \$76,932.

The retained user fees shall be deemed compensation for all of Contractor's direct costs and indirect costs, including tipping fees at the landfill, plus profit of fulfilling and complying with its performance obligations for operation of the Transfer/Recycling Station, scale house, transport of waste and disposal of waste including labor (inclusive of fringe benefits), costs of recycling, administration, telephone/telefax, fuel and utilities, equipment and container repair and maintenance, container and Contractor-owned equipment replacement, building maintenance and repair, supplies, audit costs, insurance and bonds, and taxes. Contractor will not solicit or accept any money or other compensation, including gratuities, from any other person with respect to its performance obligations, except as otherwise provided herein.

- B. **Payment Procedure** - Any payments pursuant to Section 20 shall be paid in twelve (12) equal monthly payments on or before the 10th of each month. Payments shall be made to the Siskiyou County Public Works Department,

- C. **Payment Implications** - Contractor agrees that any payment under Section 19A shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, subcontractors, agents, and consultants for the services performed hereunder nor shall such payment be deemed to be an assumption of responsibility or liability by County for any defect or error in such services.

20.0 FAILURE TO MEET PERFORMANCE OBLIGATIONS

If Contractor does not perform in accordance with the terms contained in this Agreement, it shall pay County compensatory damages as set forth below. County may offset them from any additional compensation that may be payable by County to Contractor under the terms of this Agreement. If Contractor does not perform its performance obligations and fails to cure non-performance within a thirty (30) day period following notice by County or if any other Contractor defaults defined in Section 21B occur then County may exercise its remedies listed in Section 21C, including terminating this Agreement in whole or in part, suspending this Agreement, assessing compensatory damages, seeking specific performance of Contractor's performance obligations, or bringing suit against Contractor. County may also terminate or suspend the Agreement upon the additional events listed in Section 22A. Upon termination, Contractor is obligated to vacate the transfer/recycling station and remains liable to pay outstanding damages in accordance with Section 22C(2). During suspension of the Agreement, County retains the right to perform Contractor's performance obligations in accordance with Section 22B.

21.0 COMPENSATORY DAMAGES, DEFAULTS AND REMEDIES

A. Failure to Meet Certain Performance Obligations

1. **Certification** - On or before the 15th day of each month during the term of this Agreement or any extension thereof, Contractor shall certify to County that it has met its daily performance obligations for the preceding calendar month together with supporting documentation and calculations. If Contractor cannot so certify Contractor shall pay compensatory damages, as follows:

- (a) Any consequential fines and penalties assessed on County, including those by the California Integrated Waste Management Board and other regulatory agencies, resulting from Contractor's failure to meet requirements of permits and applicable law with respect to transfer/recycling station operations, transport services and/or disposal services

- (b) Any damages, loss, liability, penalty, and fines incurred by County as a result of any declaratory or injunctive relief action claimed by a third party as a result of Contractor's failure to meet its daily performance obligations.

If Contractor does not pay any such damages set forth in (a) or (b) above to County within fifteen (15) days after written notice to Contractor by County, County may (i) withhold such amounts from any additional compensation monthly payments that may be due Contractor or (ii) declare a Contractor default.

B. Default

Each of the following shall constitute an event of default hereunder:

1. **Failure to Transfer, Transport and/or Dispose of Permitted Waste.** Contractor fails to accept all permitted waste delivered to the transfer/recycling station or transport to, and dispose of such waste at disposal facility for more than three consecutive days subject to allowable rejection thereof in accordance with Section 4.
2. **Bankruptcy, Insolvency, Liquidation.** Contractor files a voluntary claim for debt relief, or other similar law now or hereafter in effect, or shall consent to the appointment of or taking of possession by a receiver, liquidator, assignee, trustee, custodian, administrator (or similar official) of Contractor for any part of Contractor's operating assets or any substantial part of Contractor's property, or shall make any general assignment for the benefit of Contractor's creditors, or shall fail generally to pay Contractor's debts as they become due or shall take any action in furtherance of any of the foregoing.

A court having jurisdiction enters a decree or order for relief in respect of this Agreement in any involuntary case brought under any bankruptcy, insolvency, debtor relief, or similar law now or hereafter in effect, or Contractor consents to or fails to oppose any such proceeding, or any such court enters a decree or order appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Contractor or for any part of Contractor's operating equipment or assets or orders the winding up or liquidation of the affairs of the Contractor.

3. **Breach of Representations or Warranties.** Any representation or warranty of Contractor is untrue as of the date or bring down thereof Contractor knowingly makes, causes to be made, or condones the making of any false entry in its books, accounts, records, and reports

hereunder.

4. **Compensatory Damages.** Failure of Contractor to pay any compensatory damages as may be due pursuant to the provisions of Section 21A.
5. **Equal Opportunity Employment.** Contractor fails to comply with equal employment opportunity requirements.

C. Remedies Upon Default

Upon occurrence of a Contractor default, County shall have the following remedies, together with any other remedies available at law or in equity:

1. **Termination:** to terminate this Agreement by giving Contractor notice as stated in Section 22A.
2. **Suspension:** to suspend this Agreement in accordance with Section 22A and, at County's option, perform Contractor's obligations hereunder in accordance with Section 22B.
3. **Damages.**
4. **Injunctive Equitable Relief.**

D. Waiver - Either party's waiver of any breach or default shall not be deemed to be a waiver of any other breach or default including ones with respect to the same obligations hereunder. The subsequent acceptance by either party of any damages or other money paid by the other party shall not be deemed to be a waiver by such party of any pre-existing or concurrent breach or default. Failure to object to a breach or event of default is not and shall not be construed as a waiver of such provision.

E. Force Majeure - Neither party shall be in default of its obligations under this Agreement in the event, and for so long as, it is impossible or extremely impracticable for it to perform its obligations due to an "Act of God" (including, but not limited to, flood, earthquake or other catastrophic events), war, insurrection, riot, labor unrest of other than the party's employees (including strike, work stoppage, slowdown, sick out, picketing, or other concerted job action), or other similar cause not the fault of, and beyond the reasonable control of, the party claiming excuse. A party claiming excuse under this section must (i) have taken reasonable precautions, if possible, to avoid being affected by the cause, and (ii) notify the other party in writing within five (5) days after the occurrence of the event specifying the nature of the event, the expected length of time that the party expects to be prevented from

performing, and the steps which the party intends to take to restore its ability to perform. The party claiming excuse under this section shall use its best efforts to remedy its inability to perform as quickly as possible.

22.0 SUSPENSION OR TERMINATION

A. County's Right to Suspend or Terminate - County shall have the right to terminate this Agreement or direct Contractor to cease performing any portion of its performance obligations upon thirty (30) days prior written notice upon the occurrence of any of the following events:

1. Contractor Default.
2. Nonperformance by Contractor for two (2) days or more, even if excused by Force Majeure.
3. Criminal Activity of Contractor: Contractor fails or is unable to replace persons engaged in any behavior as set forth in Section 19.
4. Dishonesty: Contractor fails to follow honest, fair and equitable business practices in a manner and according to the industry standards.
5. Maintenance of equipment in violation of the requirements set forth in Sections 6E and 11E.

Suspension or termination shall not give rise to a cause of action by Contractor against County.

B. County's Right to Perform - If County suspends this Agreement or any portion of Contractor's performance obligations due to a Contractor default, County may perform or contract for the performance of any or all of Contractor's performance obligations. If County's performance costs, including procurement of labor, equipment, and materials and all other expenses necessary to perform such performance obligations but excluding any damages paid in accordance with Section 21, exceed the amounts which could have been payable to Contractor hereunder had Contractor fully performed, then Contractor shall pay the amount of such excess to County. County may also make claim against any performance bond.

CONTRACTOR'S LIABILITY FOR SUCH PAYMENTS SHALL SURVIVE THE TERMINATION HEREOF IN ACCORDANCE WITH SECTION 37.

C. Contractor's Obligations Upon Termination

1. **Vacate Transfer/Recycling Station and Return County Property** - Upon effectiveness of notice of termination from County in accordance with Section 22A Contractor shall immediately vacate the Black Butte Transfer/Recycling Station and deliver possession to County, together

with all furnishings, equipment, spare parts, patents, licenses and all personal belongings of County; maintenance and supply contracts; contractor permits; operations and maintenance manuals and all records relating to transfer/recycling station development and transfer/recycling station operations. Contractor's and Contractor's affiliates, employees, and subcontractors shall cooperate with County and regulatory authorities in effectuating the transfer of permits to County including executing documents, attending meetings, and providing administrative support.

Contractor shall further leave the site and transfer/recycling station in clean and functional condition operable by other persons.

THIS SUBSECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT IN ACCORDANCE WITH SECTION 37.

2. **Pay Outstanding Damages** - Contractor shall pay County any damages including damages accrued and payable during the then current contract year or portion thereof which would have otherwise become payable.

CONTRACTOR'S LIABILITY FOR SUCH PAYMENTS SHALL SURVIVE THE TERMINATION HEREOF IN ACCORDANCE WITH SECTION 37.

23.0 REMEDIES CUMULATIVE

County's remedies are not exclusive and County's exercise of one such right shall not constitute an election of remedies. Rather they shall be in addition to any and all other legal and equitable rights and remedies that County may have, including a legal action for damages, including incidental, consequential and/or special damages.

24.0 CONTRACTOR SERVICE ASSETS UPON TERMINATION

At the expiration or earlier termination of this agreement, Contractor, at its own expense, shall cooperate fully with County as necessary, to ensure an orderly transition to any and all new service providers. Contractor hereby grants to County a license to use any equipment or material on site which may be necessary for such transition on a temporary basis. Said temporary license shall be available to County for a period not in excess of thirty (30) days.

25.0 ADMINISTRATION OF AGREEMENT

- A. **Contractor is Independent Contractor** - The parties intend that Contractor shall perform the services required by this Agreement as an independent

contractor engaged by County and not as an officer or employee of County nor as a partner of or joint venture of County. No employee or agent of Contractor shall be deemed to be an employee, agent, subagent or servant of County. Contractor shall have the exclusive control over the manner and means of performing its obligations hereunder. Contractor shall be solely responsible for the acts and omissions of its officers, employees, subcontractors, and agents. Neither Contractor nor its officers, employees, subcontractors, and agents shall obtain any rights to retirement benefits, workers compensation benefits, or any other benefits which accrue to County employees. Nothing herein shall be construed as creating the duty of County to supervise or control the acts or omissions of Contractor or any person performing performance obligations hereunder.

- B. Subcontractors** - Contractor has listed all its subcontractors as of the date of execution hereof in **Exhibit C**. Contractor shall notify County of any proposed changes or additions thereto. Contractor acknowledges that the identity of its subcontractors, if any, for Black Butte Transfer/Recycling Station operation, transport services, and/or disposal services were of utmost importance to County in County's evaluation of Contractor's response to the request for proposals and selection of Contractor, and County reserves the right to approve or disapprove of any such named subcontractors in its sole discretion. Upon County approval thereof, such named subcontractors shall also be listed in **Exhibit C**. The terms of any subcontracts or any agreements related to Contractor's performance obligations shall not conflict with the terms hereof nor prevent or inhibit Contractor's timely and full performance hereunder.

Contractor shall coordinate, schedule, manage and supervise its officers, employees, and subcontractors. Contractor shall remain responsible to County for any errors, deficiencies or failure of its officers, employees and subcontractors to fully and timely meet performance obligations. Contractor shall timely pay all subcontractors, material men, suppliers and employees engaged to perform performance obligations in accordance with their terms and conditions of any agreement between such person and Contractor.

In an emergency, upon immediate telephonic or other oral notice to County followed promptly by written notice, Contractor may engage additional or substitute subcontractors for up to seven consecutive days provided at the expiration of such seven days engagement of such additional or substitute subcontractors may be continued only if County consents thereto. All subcontractors shall be licensed as required under applicable law to perform their subcontracted work. Contractor shall remain liable for the full and complete performance of its obligations hereunder.

- C. Parties in Interest** - Nothing in this Agreement, whether expressed or

implied, is intended to confer any rights on any persons other than the parties and their representatives, successors, and permitted assigns.

- D. **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.

26.0 ASSIGNMENTS AND AMENDMENTS

- A. **County Assignment** - County may assign this Agreement to another entity succeeding to the major portion of County's solid waste management rights and obligations if in the exercise of reasonable judgment County determines that such assignee is financially capable of meeting County's obligations hereunder.
- B. **Contractor Assignment** - Contractor or Contractor's guarantor shall not assign its rights or delegate or otherwise transfer its obligations hereunder to any other person without the prior written consent of County granted in its sole discretion. Any such assignment made without the consent of County shall be void. Contractor shall submit its request for County consent to County together with documentation County may request. For the purpose of this Section, "assign" includes:
1. Selling, exchanging, or otherwise transferring to a third party effective control of Contractor or Guarantor management (through sale, exchange or other transfer or outstanding equity interests of Contractor or guarantor or otherwise) or any of Contractor's or guarantor's assets dedicated to performance obligations in any single transaction or cumulative in multiple transactions at different times unless such assets are promptly replaced with assets of greater or equal value and equivalent function.
 2. Issuing new equity interests or selling, exchanging, or otherwise transferring ten percent (10%) or more of the then outstanding equity interests of Contractor or guarantor in any single transaction or cumulatively in multiple transactions at different times to a person other than the shareholders owning said equity interests as of the date hereof. Upon execution of this contract, Contractor shall provide County with the names of its current owners, partners, and/or shareholders.
 3. Any dissolution, reorganization, consolidation, merger, recapitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation, or other transaction or transactions which results or result, either individually or cumulatively,

in a change of ownership or control of Contractor or guarantor;

4. Any assignment by operation of law, including insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment of any execution, being levied against this Agreement, appointment of a receiver taking possession of any of Contractor's or guarantor's property, or transfer occurring in the event of a probate proceeding;
5. Any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of ownership or change or control of Contractor's or guarantor's.

27.0 DESTRUCTION OF PREMISES

In the event the transfer/recycling station premises, or any part thereof, are at any time damaged or destroyed by fire, casualty or other cause, then said facilities shall be restored or rebuilt, or not restored or rebuilt, in accordance with the following terms and conditions, to wit:

- A. If the premises are damaged or destroyed to the extent of 50 percent or more of the replacement cost thereof, County shall have the right to terminate this Agreement by giving notice to Contractor within thirty (30) days after the date of the occurrence and thereupon the term of this Agreement shall expire on the thirtieth day after such notice is given and the Contractor shall vacate the premises and surrender the same to County.
- B. If the premises are damaged or destroyed to the extent of less than 50 percent of the replacement cost thereof, or if the County determines to restore or rebuild the premises and if the insurance proceeds payable as a result of said damage or loss are sufficient for the purpose, the County shall, restore the premises to as good a condition as the premises were in immediately prior to such destruction of damage. If the insurance proceeds exceed the cost of such restoration or rebuilding, the excess shall be retained by the County.
- C. If the County determines to restore the premises pursuant to subparagraph (B) above and the insurance proceeds are not sufficient to cover the cost of restoration or rebuilding, then the following alternatives shall be available:
 1. County may within thirty (30) days from the date of such damage or destruction notify Contractor in writing of its election to terminate this Agreement, in which event all insurance proceeds shall be retained by the County; or

2. County may notify the Contractor in writing of its election to restore or rebuild the premises, and the County, at its own cost and expense to the extent that the insurance proceeds are not sufficient for the purpose, shall restore and rebuild the premises to the same condition as the premises were in prior to such damage or destruction. Contractor shall have no right to retain user fees or to receive any additional compensation that may be payable to it by County under Section 19A until the facility is operable and Contractor undertakes to perform the duties hereunder. Contractor shall have no obligation to pay any additional compensation that may be payable from it to County under Section 19A until the facility is operable and Contractor undertakes to perform the duties hereunder.

28.0 NOTICES, CONSENTS, APPROVALS, ETC. - All demands, directions, selections, option exercises, orders, requests, proposals, comments, acknowledgments, approvals, consents, certifications, waivers, agreements, and other communications made hereunder shall be in writing and shall either be personally delivered to a representative of the parties at the address below or be deposited in the United States mail, first class postage prepaid (certified mail, return receipt requested), addressed as follows:

County: Siskiyou County Public Works Director
305 Butte Street
Yreka, CA 96097

Contractor: Gerard Pelletier Transfer Stations, Inc.
P.O. Box 864
Mt. Shasta, CA 96067

The address to which communications may be delivered may be changed from time to time by a notice given in accordance with this Section.

29.0 PARTY REPRESENTATIVES

- A. **County Representative** - Responsibility to act on behalf of County may be delegated to the Director of Public Works as the County may direct in writing. Should the County delegate such responsibility to the Public Works Director, his statements, representations, actions, and commitments shall fully bind County to the extent permitted by applicable law.
- B. **Contractor Representative** - Contractor acknowledges that it is important to County to have a Contractor representative at the transfer/recycling station who is authorized and empowered by Contractor to serve as liaison between Contractor and County and make operational decisions with respect to Black Butte Transfer/Recycling Station operations. Responsibility to act on behalf

of Contractor is hereby delegated to the person or persons named in Exhibit N as amended from time to time, including at least one person assigned to the transfer/recycling station and such person's or persons' statements, representations, actions, and commitments shall fully bind Contractor. All oral directions or instructions and notices given by County to such named persons shall bind Contractor as if delivered to Contractor personally.

30.0 JURISDICTION/ VENUE

This Agreement has been executed and delivered in the State of California, and the validity, enforceability, and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in Siskiyou County and that County shall be the County for venue in any action or proceeding that may be brought or arise in connection with this Agreement.

31.0 COMPLIANCE WITH APPLICABLE LAW

Contractor shall perform all of its performance obligations hereunder and shall cause its subcontractors to perform performance obligations hereunder in accordance with accepted practice for comparable facilities, sound management and operations practice, the Operations and Maintenance Manual, applicable law (including permits), the provisions hereof, and covenants, conditions and restrictions pertaining to the site. Contractor shall be solely liable for all fines and penalties that may be imposed on Contractor to the extent that such fines and penalties are the result of Contractor's violations of applicable law (including contractor permits).

32.0 COMPLIANCE WITH ENVIRONMENTAL LAWS

Contractor shall at all times in all respects comply with all environmental laws and any amendments thereto affecting Contractor's use and operations on the premises, including all federal, state and local laws, ordinances and regulations relating to Hazardous Material. Contractor shall provide County with copies of Material Safety Data Sheets (MSDS) from the manufacturer on each product. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local government authority, the State of California or the United States government. The term "Hazardous Material" includes, without limitation, any material or substance which is (1) defined as "Hazardous Waste", "Extremely Hazardous Waste" or "Restricted Hazardous Waste" under Section 25115, 25117 or 25122.7 or listed pursuant to Section 25140 of the California Health and Safety Code (Hazardous Waste Control Law); defined as a "Hazardous Substance" under Section 25316 of the California Health and Safety Code, (Carpenter-Presley-Tanner Hazardous Substance Account Act); (3) defined as a "Hazardous Material" or "Hazardous Substance" or "Hazardous Waste" under Section 25501 of the California Health and Safety Code (Hazardous Materials

Release Response Plans and Inventory); (4) defined as a "Hazardous Substance" under Section 25281 of the California Health and Safety Code (Underground Storage of Hazardous Substances); (5) petroleum or petroleum containing compounds; (6) asbestos; (7) listed under Article 9, or defined as Hazardous Wastes or Extremely Hazardous pursuant to Article 11 of Title 22 of the California Code of Regulations, Division 4 Chapter 20; (8) designated as a "Hazardous Waste" pursuant to Section 311 of the Federal Water Pollution Control Act (33 USC Section 1317); (9) defined as "Hazardous Waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 USC Section 6901 et seq (42 USC Section 6903); or (10) defined as a "Hazardous Substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC Section 9601 et seq. (42 USC Section 9601).

33.0 GUARANTY

Concurrently with its execution of this contract, County may, at its sole discretion, require Contractor, or its parent company, or holding company, to furnish a guaranty of its performance under this agreement in a guaranty agreement acceptable to County.

34.0 AGREEMENT INTERPRETATION

- A. Integration.** - This Agreement contains the entire agreement between the parties with respect to the transactions contemplated hereby. This Agreement shall completely and fully supersede all prior understandings and agreements between the parties with respect to such transactions including those contained in the request for proposals and Contractor's proposal. The proposal submitted to County by Contractor and information submitted to County supplementary thereto, if any, on which County has relied in entering into this Agreement does not contain any untrue statement of a material fact nor omit to state a material fact necessary in order to make the statements made, in light of the circumstances in which they were made, not misleading.
- B. Governing Law** - This Agreement shall be governed by and construed and enforced in accordance with the laws of the State without giving effect to the State's principles of conflicts of laws.
- C. Execution in Counterparts** - This Agreement may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Agreement.
- D. Authorization to Execute** - County warrants that the Chair of the Board of Supervisors and Clerk have been duly authorized to execute this Agreement on behalf of County. Contractor warrants that the person executing this Agreement has been duly authorized by Contractor to do so on behalf of

Contractor.

E. Severability - If any clause, provision, subsection, or section hereof or exhibit hereto shall be ruled invalid by any court of competent jurisdiction, then the parties shall:

1. Promptly meet and negotiate a substitute for such Agreement provision which shall, to the greatest extent legally permissible, effect the intent of the parties therein;
2. If necessary or desirable to accomplish preceding item (1) above, apply to the court having declared such invalidity for a judicial construction of the substituted portion of this Agreement; and,
3. Negotiate such changes in, substitutions or additions to the remaining provisions hereof as may be necessary in addition to and in conjunction with preceding items (1) and (2) above to effect the intent of the parties in the invalid Agreement provision.

The invalidity of such Agreement provision shall not affect any of the remaining provisions hereof and this Agreement shall be construed and enforced as if such invalid Agreement provision did not exist.

35.0 DUE DILIGENCE

Parties acknowledge that County may be subject to fines for failure to cause the transfer/recycling station to be operated and permitted waste to be transported in accordance with applicable law and that waste management is a public health and safety concern. Contractor shall exercise due diligence in the performance of any of the terms and conditions of this Agreement in a manner so as to avoid assessment of any such fines. Any such fines, penalties, assessments or costs of any nature to which County may be subject as a result of Contractor's failure to exercise due diligence shall be the responsibility of Contractor.

36.0 FURTHER ASSURANCES

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.

37.0 SURVIVAL OF CERTAIN PROVISIONS

All representations and warranties of the parties herein, and all indemnifications provided for herein, and any other rights and obligations of the parties expressly stated to survive the termination of this Agreement, shall survive such termination,

including:

- A. Contractor's release of County from liability for closure and post closure obligations with respect to the Contractor-owned disposal facility and Contractor's providing financial assurances therefore, all in accordance with Section 12D
- B. Delivery by Contractor of all records and other materials to County upon termination of the Agreement in accordance with Section 13A.
- C. Delivery by Contractor of equipment, and clean and functional site and Black Butte Transfer/Recycling Station upon termination of the Agreement in accordance with 22C1 ; and
- D. Payment of any amounts due and owing by either party to the other party at the time of termination, including amounts owed in accordance with Sections 19, 22B, 22C(2) and indemnification in accordance with Section 15.0.

38.0 ACTIONS OF COUNTY IN ITS GOVERNMENTAL CAPACITY

Nothing herein shall be interpreted as limiting the rights and obligations of County in its governmental or regulatory capacity.

39.0 CONTRACTOR'S OBLIGATIONS PERFORMED AT ITS SOLE EXPENSE

As compensation for performing its performance obligations Contractor shall perform its performance obligations for the compensation expressly provided for herein.

40.0 EXERCISE OF OPTIONS

Except as otherwise provided, the parties' exercise of any approval, disapproval, option, discretion, election, or choice hereunder shall be reasonable unless this Agreement specifically provides that such exercise is in each respective party's independent, sole, exclusive, or absolute control, discretion, or judgment.


41.0 NO PERSONAL LIABILITY

This Agreement is not intended to create or result in any personal liability for any elected official, employee, agent or contractor of County or its members. This Agreement shall not be construed to create or result in such liability.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth above.

COUNTY OF SISKIYOU

By 
W. R. Overman, Chair
Board of Supervisors

ATTEST:

Colleen Setzer, Clerk
Board of Supervisors

By 
Deputy

GERARD PELLETIER TRANSFER
STATIONS INC.

By 

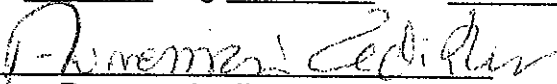
Contractors License# 854301

APPROVED AS TO LEGAL FORM


Frank J. DeMarco, County Counsel

APPROVED AS TO ACCOUNTING FORM

Fund 5350 Org 4010 Acct 552180


Leanna Dancer, Auditor

APPROVED AS TO INSURANCE REQUIREMENTS

Rose Ann Herrick, Assistant County Administrator

G:\Share\AGREEMENTS\Black Butte Transfer Station\Black Butte (Mt. Shasta) Transfer Recycling Station Operation Agreement 2008.wpd

EXHIBIT A

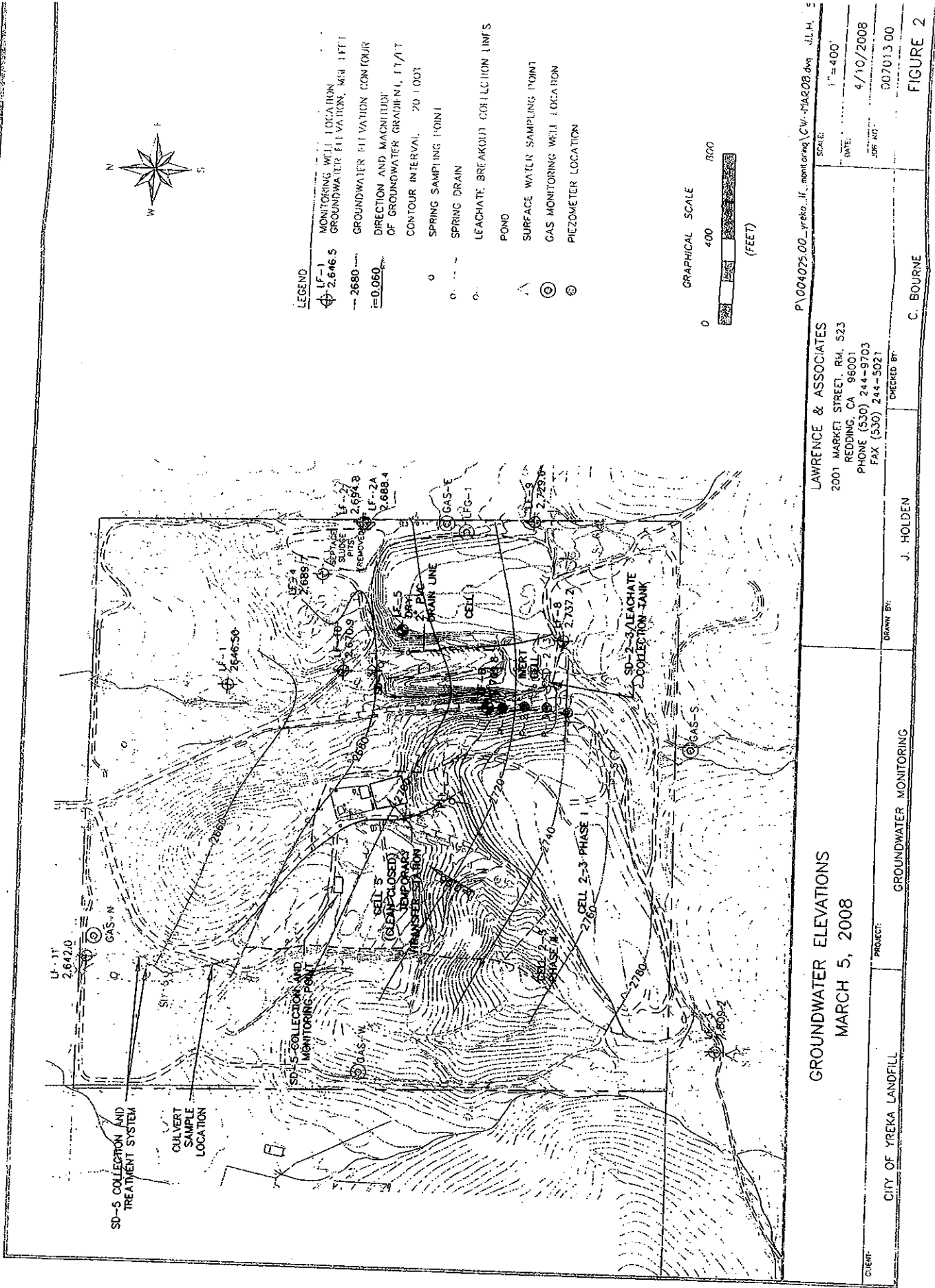
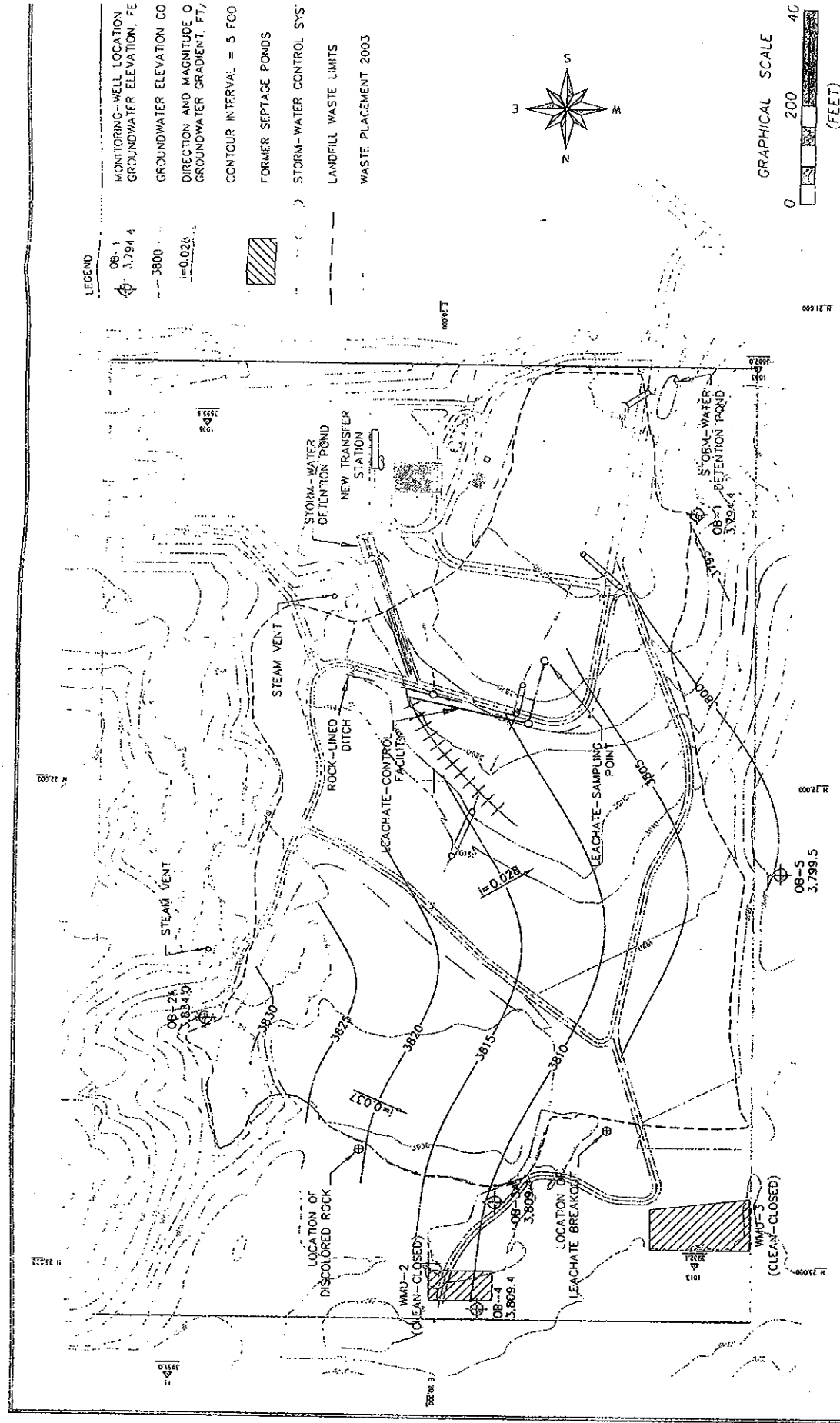


EXHIBIT A



<p>CLIENT:</p> <p>SISKIYOU CO. D.P.W.</p>	<p>PROJECT:</p> <p>BLACK BUTTE L.F. - GROUNDWATER MONITORING</p>	<p>DRAWN BY:</p> <p>J. HOLDEN</p>	<p>CHECKED BY:</p> <p>C. BOURNE</p>	<p>LAWRENCE & ASSOCIATES</p> <p>2001 MARKET STREET, RM. 523</p> <p>REDDING, CA 96001</p> <p>PHONE (530) 244-9703</p> <p>FAX (530) 244-5021</p>	<p>SCALE:</p> <p>1" = 200'</p>	<p>DATE:</p> <p>4/10/2008</p>	<p>JOB NO.:</p> <p>003105.00</p>	<p>FIGURE 2</p>
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P:\Becton .1\2W-MAR08.dwg J.L.H.

ORDINANCE OF THE COUNTY OF SISKIYOU
AMENDING AND REPEALING SECTIONS IN TITLE 5, CHAPTER 1
OF THE SISKIYOU COUNTY CODE REGARDING REFUSE DISPOSAL
AND IN TITLE 5, CHAPTER 6.1 REGARDING GATE FEES

THE BOARD OF SUPERVISORS OF THE COUNTY OF SISKIYOU ORDAINS AS FOLLOWS:

SECTION I: Title 5, Chapter 1, Section 5-1.25 of the Siskiyou County Code is hereby repealed.

SECTION II: Title 5, Chapter 1, Section 5-1.30 of the Siskiyou County Code shall be amended to read as follows:

Tires may be disposed of at County transfer stations upon payment of the following fees to the transfer station operator or the operator's designee. No tires over 24.5 inches in diameter shall be accepted.

<u>Tire Size</u>	<u>Cost per Tire</u>	
	<u>commercial</u>	<u>residential</u>
Car/light truck up to 17" diameter (without rim)	\$3.00	\$1.00
Car/light truck up to 17" diameter (with rim)	\$4.00	\$3.00
Truck 17.5" to 24.5" (without rim)	\$6.00	\$4.00
Truck 17.5" to 24.5" (with rim)	\$7.00	\$6.00

SECTION III: Title 5, Chapter 1, Section 5-1.30.1 of the Siskiyou County Code is hereby repealed.

SECTION IV: Title 5, Chapter 6.1, Section 5-6.101 of the Siskiyou County Code is hereby amended to read as follows:

Government Code Section 25823 authorizes fees to be established and collected from public and private parties for the right to dump or dispose of garbage. Pursuant to this authorization, the County of Siskiyou hereby adopts the following fee system.

SECTION V: Title 5, Chapter 6.1, Section 5-6.102 of the Siskiyou County Code is hereby amended to read as follows:

The County of Siskiyou adopts a fee schedule for the following solid waste facilities in Siskiyou County as set forth herein:

- (A) Oberlin Road Solid Waste/Recycling Facility;

- (B) Black Butte Transfer/Recycling Station;
- (C) Tulalake Transfer/Recycling Station;
- (D) Happy Camp Transfer/Recycling Station.

<u>Garbage Rates</u>	<u>Rate</u>
Bags/Cans	
minimum fee	\$5.00
1 - 33 gallon can	\$2.00 each
45 gallon bag / 55 gallon can	\$3.00 each
Loose waste	\$6.75/cu. yard
Compacted waste	\$58.00/ton or \$25.00/ cu. yard if scales not working
Commercial compacted waste	\$58.00/ton or \$25.00/ cu. yard if scales not working
<u>Construction & Demolition Debris</u>	<u>Rate</u>
Asphalt - roofing materials	\$58.00/ton
Clean scrap metal	no charge
Glass - broken/plate	\$58.00/ton
Gypsum - crushed/solid	\$58.00/ton
Metal containers, wire, piping, etc.	no charge
Pallets - wood or plastic	\$6.75/cu. yard
Particle board - loose	\$6.75/cu. yard
Plywood sheets	\$6.75/cu. yard
Roofing/shake shingle, bundle	\$58.00/ton
Sawdust/shavings	\$6.75/cu. yard
Sheetrock	\$58.00/ton
Treated Wood (restricted waste)	\$58.00/ton
Wood chips/shavings	\$6.75/cu. yard
Wood scrap	\$6.75/cu. yard
<u>the following will be accepted only at Oberlin Road Solid Waste/Recycling Facility:</u>	
Asphalt - dry (3 years or older) (no oil leaching out)	\$6.75/cu. yard
Brick	\$6.75/cu. yard
Cement	\$6.75/cu. yard
Clean Soil	\$6.75/cu. yard
Concrete blocks/loose	\$6.75/cu. yard
Granite	\$6.75/cu. yard
Gravel	\$6.75/cu. yard
Mortar	\$6.75/cu. yard
Rock	\$6.75/cu. yard
Sand	\$6.75/cu. yard

<u>Green & Wood Waste (clean)</u>	<u>Rate</u>
Bark, hay, manure, grass clippings	\$58.00/ton
Yard, brush, wood waste/clean clippings	\$6.75/cu. yard
<u>the following will be accepted only at Oberlin Road Solid Waste/Recycling Facility:</u>	
Stumps	\$6.75/cu. yard
Tree trunks (diameter greater than 18")	\$6.75/cu. yard
<u>Animals</u>	<u>Rate</u>
Domestic animals	\$6.75/cu. yard
(cats, dogs, etc.; no large animals/livestock)	\$58.00/ton
<u>Appliances</u>	<u>Rate</u>
*doors and hinges must be removed prior to disposal	
Refrigeration units (w/ Freon)	\$25.00
Refrigeration units (w/out Freon)	\$5.00 w/ certificate of evaluation
Other appliances (white)	\$5.00
Non-white appliances	\$5.00
Small appliances	\$5.00
<u>Furniture</u>	<u>Rate</u>
Mattress, box springs	\$10.00 residential \$20.00 commercial
Couches, beds, large furniture	\$10.00 residential \$20.00 commercial
<u>Electronic & Universal Waste</u>	<u>Rate</u>
Personal computer (CPU)	No charge
Computer monitor (CRT & LCD)	No charge
Laptop	No charge
Computer printer	No charge
Peripherals (keyboards/mice/etc)	No charge
Televisions	No charge
Toner Cartridge	No charge
Fax/Typewriter/Copier	No charge
Cell phones, calculators, etc.	No charge
Thermostats, auto switches, thermometers and novelty items (residential only)	No charge
Lamps (residential only)	No charge
Household batteries (residential only)	No charge

Vehicles**Rate**

*All fluids must be removed; no
engines or transmissions in vehicles;
DMV salvage title required

Car body

No charge

Light truck

No charge

Household Hazardous Waste**Rate**

Auto batteries

No charge

Compressed gas cylinders

No charge

*valves must be removed

Motor Oil

No charge

Motor Oil Filters

No charge

Charging of Loads by Weight

County reserves the right to weigh all waste and charge by the compacted per ton fee. Compacted waste fees will be charged when attendant estimates the density of waste is greater than 300 lbs per cubic yard.

Charging of Loads by Volume

Gate attendants will estimate the load and calculate the disposal fees. Gate attendants will measure load if requested. Formula for measurements: length x width x height (in inches) equals volume in cubic inches. Volume is divided by 46,656 to obtain the volume in cubic yards.

Recycling

Recyclable items that are not prepared and separated appropriately are considered trash and will be charged accordingly.

Fuel Surcharge

A fuel surcharge shall be added to or subtracted from the base tonnage fee every six months and shall be calculated on July 1 and January 1 of each year. Said surcharge shall be determined using the Average Weekly Retail On-Highway Diesel Prices for California ("Index"). The fuel impact on a ton of waste on July 1, 2008 shall be 12% of the total tonnage fee as set forth herein. At each evaluation interval, that percentage shall be multiplied by the average percentage of increase or decrease in the Index during the preceding six month period and the result shall be added to or subtracted from the base tonnage fee. (Example: Per ton charge - \$58.00; fuel impact per ton - 12% or \$6.96; fuel index change during six month period - 32%; $32\% \times \$6.96 = \2.23 ; adjusted tonnage fee = \$60.23.)

SECTION VI: Title 5, Chapter 6.1, Section 5-6.103 of the Siskiyou County Code is hereby repealed.

SECTION VII: Constitutionality: If any section, sub-section, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and each section, sub-section, clause or phrase thereof, irrespective of the fact that any one or more sections, sub-sections, clauses or phrases be declared unconstitutional.

SECTION VIII: This ordinance shall become effective 30 days after its passage and shall, within 15 days of adoption, be published once in the Siskiyou Daily News, a newspaper of general circulation, printed and published in the County of Siskiyou.

Passed and adopted this ____ day of _____, 2008, at a regular meeting of the Board of Supervisors by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

W.R. Overman, Chair
Board of Supervisors

ATTEST:

Colleen Setzer, Clerk,
Board of Supervisors

By: _____
Deputy Clerk

Sec. 5-1.25. Charges at Black Butte Landfill Site.

The owner or operator of every vehicle or combination of vehicles is subject to the following fees for the disposal of special waste:

Definitions of type of waste material	Fee	Additional Requirements
Waste consisting tree stumps, concrete, brush, bark, construction and demolition materials, debris and furniture	\$1.00 per cu/yd or part thereof	Waste must be segregated from all other wastes
Discarded vehicles	\$5.00 each	
White goods (e.g. washers, dryers, refrigerators, and water heaters)	\$1.00 each	Doors or hinges must be removed prior to dumping to prevent latching or locking of the door

The landfill operator or operator's personnel shall determine the yardage of special wastes subject to a fee at the landfill. All wastes shall be dumped at site or sites designated by site operator or operator's personnel. All fees shall be paid prior to dumping.

Vehicles belonging to the government entities shall be exempt from payment of these fees. (§ 1, Ord. 86-11, eff. April 25, 1986, as amended by § 1, Ord. 89-16, eff. June 8, 1989, and § 1, Urgency Ord. 89-27, eff. July 25, 1989)

Sec. -1.26. Collection services: Findings and purpose.

The Board finds and declares that the public health, safety, and welfare require the regulation of the collection, transportation, handling, and removal of garbage or refuse within the unincorporated areas of the County. The Board further finds that appropriate regulation will attempt to ensure that all citizens of the County will have available a means of reasonably adequate garbage or refuse service. The Board further finds

and declares that these goals may be achieved through a variety of methods, including, but not limited to, County contracts, permits, licenses, franchises, or other entitlements for exclusive services, in addition to other methods which may be determined to be reasonable and proper. (§ 1, Urgency Ord. 86-29, eff. August 4, 1986)

Sec. 5-1.27. Collection services: Determinations.

The Board shall determine whether the public health, safety, and welfare are best served by providing garbage or refuse service by contract, license, franchise, entitlement, or otherwise, either with or without competitive bidding. The Board may also determine that the public health, safety, and welfare are best served by providing exclusive contracts for garbage or refuse services in appropriate areas of the County. The Board may specify the frequency of collection, the means of collection, transportation, handling, and removal, the level of services, charges, and fees, and the nature, location, and extent of such services. (§ 11, Urgency Ord. 86-29, eff. August 4, 1986)

Sec. 5-1.28. Collection services required: Exceptions.

Unless there is in force a permit, license, franchise, other entitlement, or otherwise granted by the County to any person, firm, corporation, or association, or there is a contract entered into by the County with any person, firm, corporation, or association for the collection, transportation, handling, or removal of garbage or refuse, it shall be unlawful for any person, firm, corporation, or association to collect, transport, handle, or remove garbage or refuse within the jurisdiction of the County, except that any person, firm, corporation, or association may haul his or its own garbage or refuse or garbage or refuse generated by themselves and shall not be required to have an entitlement from the County in order to do so.

At such time and as long as the County itself is engaged in the collection of garbage or refuse, it shall be unlawful for any person, firm, corporation, or association to collect, transport, handle, or remove garbage or refuse unless such contract or entitlement has been executed or granted by the County.

Current Ordinance

The provisions of this section are not intended to preclude any person, firm, corporation, or association from engaging in the collection, transportation, handling, or removal of garbage or refuse unless and until the County announces by resolution published once in a newspaper of general circulation printed and published in the County that an entitlement for the collection, transportation, handling, or removal of garbage or refuse has been granted or that the County has in effect a contract providing for such collection, transportation, handling, or removal, or unless the County announces that it is itself engaged in the collection, transportation, handling, or removal of garbage or refuse. (§ III, Urgency Ord. 86-29, eff. August 4, 1986)

Sec. 5-1.29. Violations: Penalties.

A violation of any provision of this chapter shall be a misdemeanor. Nothing contained in this chapter shall be deemed to bar any legal, equitable, or summary remedy to which the County may be entitled.

All remedies provided shall be cumulative and not exclusive. The conviction and punishment of any person shall not relieve such person from the responsibility of ceasing the conduct prohibited by this chapter. (§ IV, Urgency Ord. 86-29, eff. August 4, 1986)

Sec. 5-1.30. Disposal of tires.

No tires shall be disposed of at any County landfill with the exception of Black Butte, Tulalake and Happy Camp Landfills. Tires received at these landfills shall be whole without rims. Payment shall be made to the landfill operator or his designated employee the fees set forth in Section 5-1.30.1 prior to the disposal of any such tires. (§ I, Urgency Ord. 88-15, eff. June 14, 1988, as amended by § I, Ord. 91-43, eff. January 11, 1992)

Sec. 5-1.30.1. Tire disposal fees.

Prior to disposal at the Black Butte, Tulalake and Happy Camp Landfills, the person, firm or entity depositing the same shall pay the operator the following fees:

Tire Size	Price per Tire
16" or smaller, 12" or less in width	\$1.00
16.5" to 19.5", 12" or less in width	
32" or less in height	1.50
20" to 11.00 x 24.5" 12" or less in width	5.00

Any tire exceeding 12" in width and less than 24.5" in size	\$ 5.00
Any tire exceeding 24.5" in size	10.00

(§ I, Urgency Ord. 88-15, eff. June 14, 1988, as amended by § I, Ord. 91-43, eff. January 11, 1992)

Sec. 5-1.31. User fees—Tennant Area of Siskiyou County.

The following fees shall be charged for collection of refuse in the Tennant Area:

Can Service (Monthly)	
2 cans/week	\$ 9.50
3 cans/week	12.95
4 cans/week	16.40

Extra Charge	
Extra can	\$3.45 each
Extra bag	1.00 each
Carry out (County)	5.00

	Weekly	Every Other Week	Twice Per Week
Container Pickup	Pickup	Pickup	Week Pickup
1 yard	\$ 41.40	\$ 28.75	\$ 63.25
1.5 yard	51.18	39.10	81.88
2 yard	63.25	51.75	100.28
3 yard	81.88	65.55	138.58
4 yard	100.28	85.50	171.93
5 yard	114.43	92.00	201.25
6 yard	138.58	110.98	235.75
8 yard	171.93	138.00	292.10
10 yard	201.25	161.00	314.13

(§ I, Ord. 94-11, eff. May 26, 1994)

Sec. 5-1.32. (Repealed)

(§ I, Ord. 90-33, eff. January 11, 1991 as amended by § I, Ord. 93-20, eff. May 25, 1993; repealed by § I, Ord. 96-01, eff. February 22, 1996)

CHAPTER 6.1.

GATE FEES

Sec. 5-6.101. Scope.

Government Code Section 25823 authorizes fees to be established and collected from public and private parties for the right to dump or dispose of garbage. Pursuant to this authorization, the County of Siskiyou hereby adopts the following fee system applicable to all except City of Yreka residents. (§ 1, Ord. 97-18, eff. June 19, 1997)

Sec. 5-6.102. Fee established.

The County of Siskiyou adopts a fee schedule for the following solid waste facilities in Siskiyou County as set forth on Table "A":

- (a) Yreka Landfill;
- (b) Black Butte Transfer/Recycling Station;
- (c) Tulelake Transfer/Recycling Station;
- (d) Happy Camp Transfer/Recycling Station.

Table A
Yreka, Black Butte, Tulelake and
Happy Camp Solid Waste Facilities

Disposal Fees:

Loose	\$6.75 per cubic yard.
Compacted	\$21.00 per cubic yard or \$50.00 per ton
30—32 gallon cans	1.00 each
55 gallon drums	2.00 each
Recyclable items*	0.00

*See "Recycling" below

Additional Charges: (These are in addition to the load charge)

Tires	See attendant
White goods**	\$5.00 each

**e.g., washer, dryer, water heaters, non-freon refrigerators and freezers

Charging of Loads by Weight:

County reserves the right to weigh all waste and charge by the compacted per ton fee. Compacted waste fees will be charged when attendant estimates the density of waste is greater than 300 lbs per cubic yard.

Charging of Loads by Volume:

Gate attendants will estimate the load and calculate the disposal fees. Gate attendants will measure load if requested. Formula for measurements:

length x width x height (in inches) equals volume in cubic inches

Volume is divided by 46,656 to obtain the volume in cubic yards.

Recycling:

Recyclable items that are not prepared and separated appropriately are considered trash, will be charged accordingly.

(§ 1, Ord. 97-18, eff. June 19, 1997, as amended by § 1, Ord. 97-28, eff. October 7, 1997, and § 1, Table A, Ord. 03-22, eff. December 2, 2003)

Sec. 5-6.103. Exemption.

City of Yreka residents are exempt from County fees established for the Yreka landfill. The City of Yreka will determine which users qualify as Yreka residents for purposes of this exemption.

The City of Yreka will provide Yreka residents as defined with nontransferable means of identity for purposes of receiving the exemption.

The exemption does not apply to Yreka residents who haul waste generated outside of the City of Yreka to the Yreka landfill or any other landfill within the County. (§ I, Ord. 97-18, eff. June 19, 1997)

Sec. 5-6.104. Out of County/out of State
users.

Users of Siskiyou County's solid waste disposal facilities who are not Siskiyou County residents or are not California residents shall pay a flat fee of Five and 51/100ths (\$5.51) Dollars plus the appropriate fee for the volume of solid waste deposited as set forth on Table "A" of Section 5-6.102. The minimum fee is based on the 1997/98 parcel fee of Sixty-Three and no/100ths (\$63.00) Dollars divided by the residential equivalent of 11.44 cubic yards (loose) per year as set forth in Siskiyou County Code Section 5-6.07. Should the annual parcel fee be modified, the minimum fee provided for herein shall be recalculated based on the parcel fee as adopted by the Board of Supervisors. (§ I, Ord. 97-34, eff. January 15, 1998)

EXHIBIT B

WEIGHING PROTOCOL

Contractor shall weigh all permitted waste from all commercial haulers entering the transfer/recycling station and charge by the ton basis. Self hauler waste will generally not be weighed, but charged by the volume basis. However, the Contractor may weigh self haulers if the gate attendant estimates the density of the waste is greater than 300 lbs/cy and charge by the ton basis.

Contractor shall provide each and every customer a receipt.

Contractor shall weigh all permitted waste transported from the transfer/recycling station. Corresponding tare weights of all transport vehicles shall be established, provided and maintained.

Contractor will operate and maintain, inside the loading area, a visible digital scoreboard-type scale which will indicate to the equipment operators when optimal load weights are achieved. Contractor shall adjust the loads to ensure that optimal weights and distribution of loads are achieved and that there are no wastes protruding from containers.

Contractor will operate and maintain, at the gate house, a visible digital scoreboard-type scale which will show customers the scale weight of their loads.

Gerard Pelletier Transfer Stations, Inc.

P.O. Box 864

Mt. Shasta, CA. 96067

530-926-4034

Contractors License #854301

EXHIBIT C

PERSONNEL AND SUBCONTRACTOR SCHEDULE

Location: Black Butte Transfer Station (3710 Spring Hill Rd., Mt. Shasta)

Personnel:

Maurice Pelletier (Manager)

Jim Gaeddert (Scale House operator)

Arthur Boyd (Rover & Scale House relief)

Jerry Iskra (Loader)

Subcontractors: None

DEPARTMENT OF INDUSTRIAL RELATIONS
Office of the Director
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

ADDRESS ONLY

San Francisco

P.O. Box 420603
CA 94142-0603

EXHIBIT D

August 21, 2003

Roger Cummins, General Services Manager
Siskiyou County Department of Public Works
305 Butte Street
Yreka, CA 96097

Re: Prevailing Wage Information
Operation of a Solid Waste Transfer Station

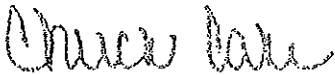
Dear Mr. Cummins:

This is in response to your letter dated July 9, 2003, asking whether the operation of a solid waste transfer station is covered under the Prevailing Wage Law.

The Department of Industrial Relations and the Attorney General have repeatedly held that the operation of a transfer station is not a public work. Enclosed please find precedential public works decision 2001-002 finding the operation of a transfer station not covered that you may find useful.

If you have any further questions, please contact the Prevailing Wage Unit at the address above, or call (415) 703-4774.

Sincerely,



Chuck Cake
Acting Director

Enclosure

EMERGENCY CONTACTS

COUNTY'S REPRESENTATIVE:

Brian McDermott, Director of Public Works
305 Butte Street
Yreka, CA 96097
(530)842-8250 Work
(530)598-2905 Cell
(530)926-3259 Home

OR

Randy Akana, General Services Manager
305 Butte Street
Yreka, CA 96097
(530)842-8250 Work
(530)598-6848 Cell
(530)459-5188 Home

CONTRACTOR'S REPRESENTATIVE:

Gerard Pelletier
411 Ski Village Drive
Mt. Shasta, CA 96067
(530) 926-4034 Work
(530) 925-0562 Cell
(530) 926-2759 Home

OR

Maurice Pelletier
411 Ski Village Drive
Mt. Shasta, CA 96067
(530) 926-4034 Work
(530) 925-0559 Cell
(530) 926-4152 Home

EXHIBIT F

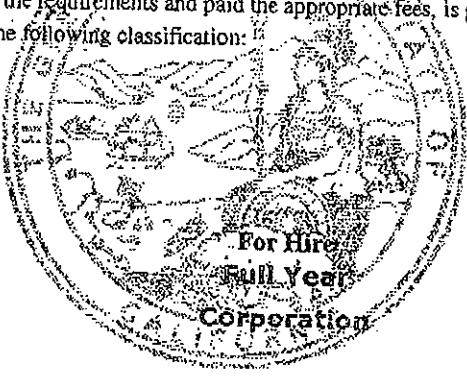
OPERATION AND MAINTENANCE MANUAL

Refer to manual.



09/10/2007

GERARD PELLETIER BACKHOE &
EXCAVATION INC
PO BX 864
MT SHASTA, CA 90667

STATE OF CALIFORNIA DMV DEPARTMENT OF MOTOR VEHICLES A Public Service Agency		MOTOR CARRIER PERMIT			
DEPARTMENT OF MOTOR VEHICLES Motor Carrier Services Branch P.O. BOX 932370 Sacramento, CA. 94232-3700 GERARD PELLETIER BACKHOE & EXCAVATION INC PO BX 864 MT SHASTA, CA 90667		Valid From:	11/01/2007	Valid Through:	10/31/2008
		CA#:	0287284		
		The carrier named on this permit, having made written application to the Department of Motor Vehicles for a permit to operate as a motor carrier of property as defined in vehicle code section 34601, and having met the requirements and paid the appropriate fees, is granted a permit of the following classification:			
		 For Hire Full Year Corporation			
Pmt Date:	09/07/2007	Office #:	154		
Account #:	415224	Tech ID:	WB		
Sequence #:	0055	Amnt Paid:	\$475.00		

!!!IMPORTANT REMINDERS!!!

1. Your permit will expire at midnight on the 'Valid Through' date. If you do not receive a renewal notice 30 days prior to the expiration date, please submit an original application and check the "Renewal" box.
2. Your insurance must remain valid through the term of your permit or a suspension action could occur.
3. Changes to your fleet are not required to be reported until your renewal.
4. Changes to your business entity may require a new CA# and application for another Motor Carrier Permit.
5. If you decide to no longer operate as a motor carrier of property, you must submit a 'Voluntary Withdrawal' form.
6. For changes to the address, business name, officers, or authorized representative's name, please complete the 'Notice of Change' form. Changes during your renewal period may be submitted on your renewal application.
7. You may download forms from the Internet at www.dmv.ca.gov or receive further information by calling: (916) 657-8153.

California Relay Telephone Service for the deaf or hearing impaired from TDD Phones: 1-800-735-2929; from Voice Phones: 1-800-735-2922



ANDERSON LANDFILL
A WASTE MANAGEMENT COMPANY

18703 Cambridge Rd.
Anderson, CA 96007
(530) 347-5236
(530) 347-7056 Fax

March 5, 2004

Gerard Pelletier
Black Butte Transfer Station
P.O. Box 864
Mt. Shasta, CA 96067

Re: Disposal Contract for Black Butte Transfer Station

Dear Mr. Pelletier:

This letter confirms that we have entered into a disposal contract for all acceptable waste from the Black Butte Transfer Station. The contract will be effective March 8, 2004 and run concurrent with your operating contract for the subject transfer station.

As you know, Anderson Landfill is a fully permitted Class III landfill owned and operated by Waste Management Inc. We have over 40 years of permitted capacity and can accept up to 1850 tons per day (we currently average less than 500 tons per day). The facility was reviewed and pre-approved by Siskiyou County Public Works department as a choice disposal location.

We pride ourselves on excellent customer service, outstanding environmental compliance and a commitment to excellence in everything we do. We look forward to doing business with you.

Please feel free to contact me directly anytime at 530-347-3583 or any of my staff at the letterhead address and phone.

Sincerely,

Richard E. King
District Manager

5/1/2004

EXHIBIT I

DAILY RECORD REQUIREMENTS

1. Weights: Permitted weighted waste and weights of permitted waste disposed at the disposal facility.
2. Volume: Volume of all loads that are non-commercial.
3. Transfer/Recycling Station and Scale House Operations. Required records include:
 - (1) upon County request, time trucks queue at entrance to site and tip.
 - (2) equipment maintenance logs in accordance with operations and maintenance manual.
 - (3) staffing and number of worker-hours, including number of shifts at the transfer/recycling station and scale house.
 - (4) downtime, including repair and maintenance, at the transfer/recycling station and scale house.
 - (5) routine, periodic and preventive transfer/recycling station and scale house maintenance, including detailed logs for each piece of equipment.

MONTHLY REPORTING REQUIREMENTS

The monthly report shall include the following information:

1. **Transfer/Recycling Station and Scale House Tonnage:** summary of daily/monthly weight records with respect to the transfer/recycling station and scale house, kept in accordance with Exhibit 6:1.
2. **Transfer/recycling station and scale house O & M Report:** monthly report on Contractor's operation and maintenance activities, with reference to applicable provisions, schedules and/or requirements in the operations and maintenance manual, including summary of operations records kept in accordance with Section 2 of Exhibit 8.1.
3. **Safety Report:** monthly report of any accidents with respect to permitted users' vehicles on site and any accidents to persons, including Contractor's employees, on site.
4. **Unpermitted Waste Report:** volumes and types of unpermitted waste delivered, handled and/or discovered during the operation of the transfer/recycling station and scale house and transported to the final destination thereof.
5. **Transport Report:** summary of transport services.
6. **Complaints:** summary of complaints received in the last month, status of all outstanding complaints and resolution thereof.
7. **Disposal Report:** summary of disposal services.
8. **Reconciliation of Tonnages:** In addition to monthly reports submitted to the Contractor as specified in this Exhibit 7.2, Contractor shall work to reconcile records of tonnages received, transferred, and landfilled on at least a quarterly basis no later than the end of the month following the close of each quarter of the contract year. Contractor shall provide an explanation for all differences between tonnages of weighed permitted waste and permitted waste disposed of at the disposal facility. In the event that any such variations in tonnages cannot be explained to the satisfaction of the County, County reserves the right to require reconciliation of tonnages on a monthly basis.
9. **Transfer Station Daily Revenue**
 - Cash
 - Checks
 - Charges
 - Total
 - Over/Short

Contractor may request additional information and Contractor shall use reasonable business efforts to supply such requested information promptly.

Gerard Pelletier Transfer Stations, Inc.
P.O. Box 864
Mt. Shasta, CA. 96067
530-926-4034
Contractors License #854301

EXHIBIT K

TRANSFER STATIONS INVENTORY

1. Cat. Excavator 225 LC	Sr. #51U6240
2. Cat. Loader 930	Sr. #41K6762
3. Cat. Dozer D7E	Sr. #48A1297
4. Cash Register	Sr. #38040470
5. Cash Register	Sr. #38040257
6. Cash Register	Sr. #D001128
7. Ford Pickup '96	Vin# 2FTHF36M3NCA29473
8. Dodge Pickup '74	Vin# 214AL45163917
9. 2000 Peterbilt tractor truck	Vin# 1XPFDU9X1YS522012
10. 2000 Peterbilt tractor truck	Vin# 1XP5DU9X3YD530287
11. 1999 Peterbilt tractor truck	Vin# 1XP5DU9X8XN489275
12. 2004 Peerless 45' trailer	
13. 2006 Peerless 45' trailer	
14. 2007 Reliance 48' trailer	
15. 2007 Reliance 48' trailer	
16. 1987 Alloy 45' trailer	
17. 2000 Peerless 50' trailer	
18. Cat 966 loader	Sr. #76J14866
19. Cat Dozer D7F	
20. 1980 Peterbilt tractor truck	Vin#1824372
21. 1984 Peterbilt tractor truck	Vin#1XP9DB9XXEP169480
22. Storage shed W/3 roll up doors.	

COUNTY OF SISKIYOU
DEPARTMENT OF PUBLIC WORKS

Bond Number: C902684

PERFORMANCE BOND
(To Accompany Contract)

Premium: \$14,310.00

Bond No. _____

WHEREAS, the County of Siskiyou, acting by and through the Department of Public Works, has awarded to Contractor Gerard Pelletier Transfer Stations, Inc., hereafter designated as the "Contractor", a contract for the work described as follows:

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the County of Siskiyou in the sum of \$ Five Hundred Thousand dollars (\$ 500,000), to be paid to said County or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the County of Siskiyou its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this 9th day of July, 2007

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Gerard Pelletier Transfer Stations, Inc.

Financial Pacific Insurance Company

Contractor

Financial Pacific Insurance Company

3850 Atherton Rd

Name of Surety (SEAL)

Rocklin, CA 95765

By Lisa Roper
(Attorney-in-Fact)

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California, County of Siskiyou

On this _____ day of _____ in the year 20 ____ before me _____, a notary public in and for the City / County of _____, personally appeared _____, known to me to be the person whose name is (Attorney-in-fact)

subscribed to this instrument and known to me to be the attorney-in-fact of _____ and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as attorney-in-fact.

(SEAL) Notary Public

Financial Pacific Insurance Company

BOND NUMBER

C902684

POWER NUMBER 902684

PRINCIPAL

Gerard Pelletier Transfer Stations, Inc.

PENAL SUM

\$1,000,000.00

KNOW ALL MEN BY THESE PRESENTS, that Financial Pacific Insurance Company, a California corporation (the "Company"), does hereby make, constitute and appoint:

Lisa Roper, Linda Becchetti

its true and lawful Attorneys-in-Fact, with limited power and authority for and on behalf of the Company as surety, to execute, deliver and affix the seal of the Company thereto if a seal is required on bonds, undertakings, recognizances or other written obligations in the nature thereof as follows:

Bid, Performance, Payment, Subdivision and Miscellaneous Bonds up to \$3,000,000.00

and to bind the Company thereby. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of Financial Pacific Insurance Company at the meeting duly held July 6, 1995, which are now in full force and effect:

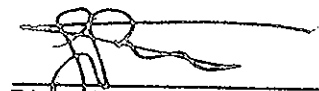
RESOLVED, that the President or any Vice President, in conjunction with the Secretary or any Assistant Secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted such person.

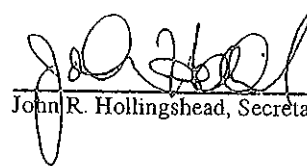
RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company when signed and sealed (if a seal be required) by one or more attorneys-in-fact pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; any such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Financial Pacific Insurance Company has caused these presents to be signed by its proper officers, and its corporate seal to be hereunto affixed this 1st of June, 2006.




Edward J. Paoletti, Vice President


John R. Hollingshead, Secretary

STATE OF CALIFORNIA, COUNTY OF SACRAMENTO

On this 1st day of June, 2006, personally came before me Edward J. Paoletti and John R. Hollingshead, to me known to be the individuals and officers of Financial Pacific Insurance Company, who executed the above instrument, and they have acknowledged the execution of the same, and being by me duly sworn, did severally depose and say that they are the said officers of the corporation aforesaid and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the Board of Directors of said corporation.

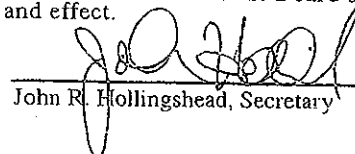



Rebekah Makieva, Notary Public

CERTIFICATE

I, the undersigned Secretary of Financial Pacific Insurance Company, a California corporation, DO HEREBY CERTIFY that this Power of Attorney remains in full force and effect and has not been revoked and furthermore, that the resolutions of the Board of Directors set forth, and that the relevant provisions of the By-Laws of the Company, are now in full force and effect.

Signed and sealed at Sacramento, this 9th day of July, 2007


John R. Hollingshead, Secretary



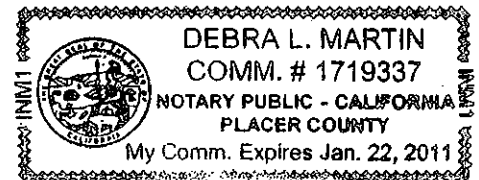
STATE OF CALIFORNIA)
) ss.
COUNTY OF PLACER)

On July 9, 2007, before me, Debra L. Martin, Notary Public, personally appeared Lisa Roper, personally known to me ~~for~~ ~~proved to me on the basis of satisfactory evidence~~ to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Debra L. Martin

Signature of Notary Public



(Seal)

That Gerard Pelletier Transfer Stations, Inc. as Contractor,
and Financial Pacific Insurance Company as Surety, a corporation duly
organized and existing under and by virtue of the laws of the State of California and authorized
to do business in the State of California, are held and firmly bound unto the County of Siskiyou
in the sum One Million dollars (\$ 1,000,000) for the payment of which sum
well and truly to be made, the said Contractor and the said Surety bind themselves, their heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said contractor has been awarded and is about to enter into the agreement
with said County to perform all work required under the agreement entitled:

NOW, THEREFORE, if said Contractor or Subcontractor, fails to pay for any materials,
provisions, equipment, supplies or other items, or for rental of same, used in connection with the
performance of work contracted to be done; or for amount due under applicable State Law for
any work or labor thereon, or any compensation as may be incurred by reason of the delinquency
or insolvency of the Contractor, or for any amount due under the Unemployment Insurance Act
with respect to such work or labor, said Surety will pay for the same in an amount not exceeding
the sum specified above. This bond shall inure to the benefit of any persons, companies, or
corporations entitled to file claims under applicable State Law.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, which
may be made pursuant to the terms of said contract, shall not in any way release either said
Contractor or said surety there under, nor shall any extensions of time granted under the
provisions of said contract release either said Contractor or said Surety, and notice of such
alterations or extensions of the contract is hereby waived by said Surety.

In the event suit is brought upon this bond by said County and judgment is recovered, said Surety
shall pay all costs incurred by said County in such suit, including a reasonable attorney's fee to be
fixed by the court.

SIGNED AND SEALED, this 9th day of July, 2007.

Gerard Pelletier Transfer Stations, Inc. Financial Pacific Insurance Company

SEAL

BY: 

SEAL

SEAL

Lisa Roper, Attorney-in-Fact

3850 Atherton Rd
Rocklin, CA 95765

PRINCIPAL

NOTE: Signatures of those executing
for the surety must be properly
acknowledged and evidence furnished
that Surety is licensed to do
business in the State of California

BOND NUMBER

C902684

POWER NUMBER 902685

PRINCIPAL

Gerard Pelletier Transfer Stations, Inc.

PENAL SUM

\$1,000,000.00

KNOW ALL MEN BY THESE PRESENTS, that Financial Pacific Insurance Company, a California corporation (the "Company"), does hereby make, constitute and appoint:

Lisa Roper, Linda Becchetti

its true and lawful Attorneys-in-Fact, with limited power and authority for and on behalf of the Company as surety, to execute, deliver and affix the seal of the Company thereto if a seal is required on bonds, undertakings, recognizances or other written obligations in the nature thereof as follows:

Bid, Performance, Payment, Subdivision and Miscellaneous Bonds up to \$3,000,000.00

and to bind the Company thereby. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of Financial Pacific Insurance Company at the meeting duly held July 6, 1995, which are now in full force and effect:

RESOLVED, that the President or any Vice President, in conjunction with the Secretary or any Assistant Secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted such person.


RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company when signed and sealed (if a seal be required) by one or more attorneys-in-fact pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; any such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Financial Pacific Insurance Company has caused these presents to be signed by its proper officers, and its corporate seal to be hereunto affixed this 1st of June, 2006.



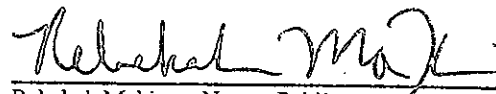

Edward J. Paoletti, Vice President


John R. Hollingshead, Secretary

STATE OF CALIFORNIA, COUNTY OF SACRAMENTO

On this 1st day of June, 2006, personally came before me Edward J. Paoletti and John R. Hollingshead, to me known to be the individuals and officers of Financial Pacific Insurance Company, who executed the above instrument, and they have acknowledged the execution of the same, and being by me duly sworn, did severally depose and say that they are the said officers of the corporation aforesaid and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the Board of Directors of said corporation.

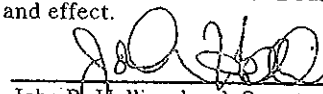



Rebekah Makieva, Notary Public

CERTIFICATE

I, the undersigned Secretary of Financial Pacific Insurance Company, a California corporation, DO HEREBY CERTIFY that this Power of Attorney remains in full force and effect and has not been revoked and furthermore, that the resolutions of the Board of Directors set forth, and that the relevant provisions of the By-Laws of the Company, are now in full force and effect.

Signed and sealed at Sacramento, this 9th day of July, 2007


John R. Hollingshead, Secretary



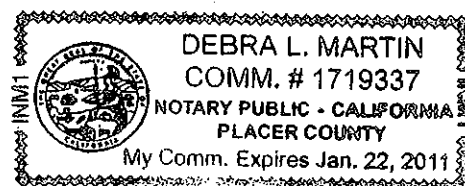
STATE OF CALIFORNIA)
) ss.
COUNTY OF PLACER)

On July 9, 2007, before me, Debra L. Martin, Notary Public, personally appeared Lisa Roper, personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Debra L. Martin

Signature of Notary Public



(Seal)

7C 840
Bond Details for: C902684

Status: In Effect
Bond Form: FPIC Performance and Payment Bond UP 10-24-02 (Miscellaneous Contracts)
Current Effective Date: 7/8/2007
Expiration Date: 1/8/2009
Subsidiary: Pelletier, Gerard Backhoe & Excavation
Description: Transfer/Recycling Station Operation
Bond Amount: \$500,000.00
Contract Amount: \$1,000,000.00
Contract Date: 7/10/2007
Type of Bond: Contract
SAA Code: Miscellaneous Contracts (609)
Initial Effective Date: 7/9/2007

Principal

Name: Gerard Pelletier Transfer Stations, Inc.
Address: 411 Ski Village Dr.
 Mt. Shasta, CA 96067
State of Incorporation: CA

Obligee

Name: Siskiyou County Department of Public Works
Address: 305 Butte Street
 Yreka, CA 96097
State of Obligation: CA
Obligee Type: unknown

Agency Information

Agency: Financial Pacific Insurance Company
Site: Financial Pacific Insurance Company (CA, Rocklin)
Attorney-in-fact: Lisa Roper
State of Execution: CA

Special Bond Fields

Local Surety Address: 3850 Atherton Road
Local Surety City: Rocklin
Local Surety State: CA
Local Surety Zip: 95765

Other Information

Project Address: *Yreka*
SurePath ID (Long): {7F2DFDEE-7C00-48CA-A302-289B1086BF1E}
Bond Validation Number (BVN): 4EDU-66Y8-XWEP-A3MF

Issuing Carriers

Financial Pacific Insurance Company

Bond Number: C902684
Percentage of Business (for Co-Surety): 100%
Total Liability: \$500,000.00
Percent Complete: 0%
Outstanding Liability: ~~\$500,000.00~~
Premium Amount: \$14,310.00
State Surcharge: \$0.00
Municipal Tax: \$0.00

Invoice / original bond

Bond Details for: C704147

Status: In Effect
Bond Form: Generic Construction Perf and Pymt Bond (Class A Contract)
Current Effective Date: 2/24/2008
Expiration Date: 2/23/2009
Subsidiary: Pelletier, Gerard Backhoe & Excavation
Description: Black Butte (Mt. Shasta) Transfer/Recycling Station Operation Transport and Disposal
Bond Amount: \$500,000.00
Contract Amount: \$1,000,000.00
Contract Date: 2/10/2004
Type of Bond: Contract
SAA Code: Class A Contract(602)
Initial Effective Date: 2/24/2004

Principal

Name: Gerard Pelletier Transfer Stations, Inc.
Address: 411 Ski Village Dr.
Mt. Shasta, CA 96067
State of Incorporation: CA

Obligee

Name: County of Siskiyou
Address: P.O. Box 659
Yreka, CA 96097
State of Obligation: CA
Obligee Type: county

mt. shasta

Agency Information

Agency: Financial Pacific Insurance Company
Site: Financial Pacific Insurance Company (CA, Rocklin)
Attorney-in-fact: De Lena Robinson
State of Execution: CA

Special Bond Fields

Local Surety Address: 3850 Atherton Road
Local Surety City: Rocklin
Local Surety State: CA
Local Surety Zip: 95765-3700
Modifications to this Bond Form: None
Principal Signature Name: Gerard Pelletier Backhoe & Excavation
Principal Signature Name Title: Owner

Other Information

SurePath ID (Long): {6CA12EE9-A247-4265-BAD6-40B4C5112E36}
Bond Validation Number(BVN): Y6NH-9RCD-4E6U-6W3Y

Issuing Carriers

Financial Pacific Insurance Company
Bond Number: C704147
Percentage of Business (for Co-Surety): 100%
Total Liability: \$500,000.00
Percent Complete: 0%
Outstanding Liability: \$500,000.00

Renewal invoice

<https://www.insurevision.com/surepath/sp2BondDetails.asp?BondID={6CA12EE9-A247-...> 1/24/2008

Gerard Pelletier Transfer Stations, Inc.

P.O. Box 864

Mt. Shasta, CA. 96067

530-926-4034

Contractors License #854301

EXHIBIT N

CONTRACTOR REPRESENTATIVES

Contractors representative: Maurice Pelletier
411 Ski Village Dr.
Mt. Shasta, CA. 96067
(530) 926-4034 Work
(530) 925-0559 Cell
(530) 926-4152 Home

OR

Jim Gaeddert
307 N. Washington Ave
Mt. Shasta, CA. 96067
(530) 925-0559 Work/Cell
(530) 926-6048 Home

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/4/2008

PRODUCER (530) 926-4500 FAX: (530) 926-1809

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Market Place Insurance, Inc.

License #0C08408

425 S. MS Blvd / PO Box 199

Mt Shasta CA 96067

INSURED

Gerard Pelletier Black Butte Transfer Stations Inc. Gerard Pelletier dba.

PO Box 864

Mt. Shasta CA 96067

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: American Safety Casualty

INSURER B: Insurance Company

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY	ENV012534-08-03	03/08/2008	03/08/2009	EACH OCCURRENCE \$ 2,000,000
	X	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Per occurrence) \$ 50,000
		CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 2,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COM/PROP AGG \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
		ANY AUTO				BODILY INJURY (Per person) \$
		ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		HIRED AUTOS				
		NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
						\$
		DEDUCTIBLE				\$
		RETENTION \$				\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER <input type="checkbox"/>
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A		OTHER Environmental Impairment Liability	ENV012534-08-03	03/08/2008	03/08/2009	Each Incident Limit 2,000,000
						Aggregate Limit 2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Certificate Holder is listed as an additional insured as respects to General Liability per form CG 20 10 10 93 Attached.
Locations: 3710 Springhill Road, Mt Shasta Ca Siskiyou County and Yreka Transfer/Recycling Station Operation, 2420 Oberlin Road, Yreka, Ca Siskiyou County.
*10 days for Non payment of premium

CERTIFICATE HOLDER

Additional Insured
Siskiyou County Public Works, Its Officers
officials, Employees and Volunteers
105 Butte Street
Yreka, CA. 96097

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Siskiyou County Public Works, Its Officers, Officials, Employees and Volunteers
305 Butte Street
Yreka, Ca. 96097

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only to the extent that the person or organization is held liable for your acts or omissions for your ongoing operations performed for that insured.

This endorsement applies to the following work:

Transfer/Recycling Operations

Description of Job:

Transfer/Recycling Operations Mt. Shasta and Yreka, Ca.

Location of Job:

3710 Springhill Road, Mt Shasta Ca, Siskiyou County 96067 and 2420 Oberling Road
Yreka, Ca Siskiyou County 96097

At only Effective from:

Effective Date: 03/08/2008

Expiration Date: 03/08/2009



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 08-07-2008

GROUP:
POLICY NUMBER: 1872396-2007
CERTIFICATE ID: 19
CERTIFICATE EXPIRES: 10-01-2008
10-01-2007/10-01-2008

COUNTY OF SISKIYOU
DEPT OF PUBLIC WORKS
305 BUTTE ST
YREKA CA 96097-3004

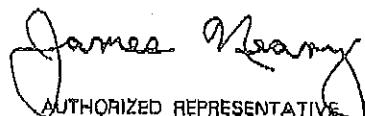
NJ

This is to certify that we have issued a valid Workers' Compensation Insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.


AUTHORIZED REPRESENTATIVE


PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1600 - GERARD JOSEPH PELLETIER PRES - EXCLUDED.

ENDORSEMENT #1600 - PATRICIA PELLETIER SEC - EXCLUDED.

ENDORSEMENT #1600 - MAURICE PELLETIER TRES - EXCLUDED.

ENDORSEMENT #2085 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 10-01-2007 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

PELLEYIER, GERARD JOSEPH AND/OR PELLETIER,
PATRICIA KATHRYN AND/OR GERARD PELLETIER
TRANSFER STATIONS INC
PO BOX 884
MOUNT SHASTA CA 96087

[SSG,CN]

Fax

To: RANDY AKANA

From: SHIRLEY GOLDBERG

Fax: 530-842-8288

Pages: 2 (incl. cover sheet)

Phone:

Date: August 7, 2008

Re: Certificate

CC:

☐ Urgent

☒ For Review

☐ Please Return

☐ Please Forward

☐ Please Recycle

Please see attached certificate.

If you need any further assistance, please contact the following departments:

Policy Services & Certificates of Insurance: - (877) 405-4545

Policy Services Fax: - (800) 268-3635

Certificates of Insurance Fax: - (866) 266-2071

Claims Reporting - (888) 222-3211

Claims Reporting Fax: - (800) 371-5905

Thanks

Shirley Goldberg

Financial Pacific Insurance Company

(Name of Bonding Company)

CONTINUATION CERTIFICATE

License # 854301

Attached to Bond Number C704147 issued by Financial Pacific Insurance Company
(hereinafter called the Surety), on behalf of Gerard Pelletier Transfer Stations, Inc.
whose address for service is 411 Ski Village Drive, Mt. Shasta, CA 96067
and the County Of Siskiyou as Obligee, in the amount of One Million Dollars,
\$1,000,000 for the period beginning on the 24th day of February, 2009
and ending on the 23rd day of February, 2010

Surety hereby continues in force Bond Number C704147 and Surety hereby agrees, subject to all the covenants and conditions of said bond, that this continuation is issued upon the expressed understanding that the liability of the Principal and Surety under the original bond and this and all continuations thereof are cumulative to the extent of the limits of said bond in each year, and each continuation certificate shall have the legal effect of a new and separate obligation issued for the period stated herein.

Dated this 15th day of January, 2009

Financial Pacific Insurance Company

(Name of Bonding Company)

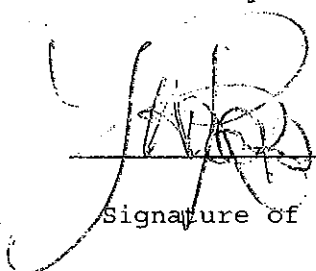

Edward J. Paoletti, (Attorney-In-Fact)

STATE OF CALIFORNIA)
) ss.
COUNTY OF PLACER)

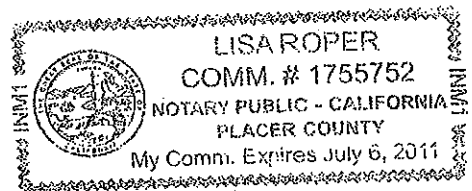
On January 15, 2009, before me, Lisa Roper, Notary Public, personally appeared Edward J. Paoletti, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public



(Notary Seal)

ADDENDUM TO BLACK BUTTE (MT. SHASTA)
TRANSFER/RECYCLING STATION OPERATION
TRANSPORT AND DISPOSAL AGREEMENT

THIS ADDENDUM is to that agreement entered into on February 10, 2004 between the County of Siskiyou ("County") and Gerard Pelletier, now doing business as Gerard Pelletier Transfer Stations, Inc., ("Contractor") and is entered into this 10th day of June, 2008.

WHEREAS, the agreement expires on June 30, 2008; and

WHEREAS, County has exercised the option to renew the agreement for one five year period pursuant to paragraph 3.0 of the agreement; and

WHEREAS, the parties are negotiating the terms of the renewal agreement and negotiations may extend beyond June 30, 2008; and

WHEREAS, an extreme and unanticipated increase in fuel costs has directly impacted the ability of Contractor to provide services under the agreement, requiring an increase in compensation during the extended term of the agreement as provided herein;

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

The term of the agreement, as set forth in Paragraph 3.0 of the agreement, shall be extended through September 30, 2008. The parties shall use all reasonable efforts to negotiate and agree to the terms of a renewal agreement in a timely manner, but in no event later than September 30, 2008, unless otherwise agreed to by the parties.

In addition to the compensation provided in the agreement, County shall provide compensation to Contractor to offset increased fuel costs, for the term of July 1, 2008 through the date a renewal agreement takes effect or September 30, 2008, whichever is earlier. Said compensation shall be calculated as follows:

The contract base price for fuel shall be \$2.10 per gallon. On July 1, 2008 and on the first day of each month thereafter, the county shall determine the average weekly fuel price for said month, which shall be determined using the average Weekly Retail On-Highway Diesel Prices for California. The difference between the current average market fuel price and the contract base price shall be determined and that amount shall be multiplied by the total fuel usage in gallons for the previous month. The maximum amount payable by County to Contractor per month shall not exceed the monthly amount payable by Contractor to County pursuant to Paragraph 20 of the agreement.

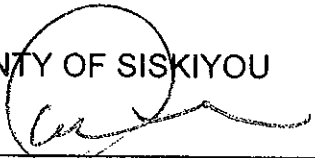
Contractor shall submit a monthly invoice to County with supporting documentation, including receipts for fuel consumed during the preceding period. Contractor shall be paid within 30 days of receipt of said invoice by the County Auditor.

All other terms and conditions of the agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to Black Butte (Mt. Shasta) Transfer/Recycling Station Operation Transport and Disposal Agreement the date hereinabove set forth.

COUNTY OF SISKIYOU

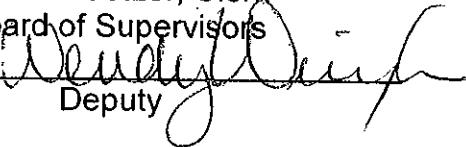
By


W.R. Overman
Chair, Board of Supervisors

ATTEST:

Colleen Setzer, Clerk
Board of Supervisors

By

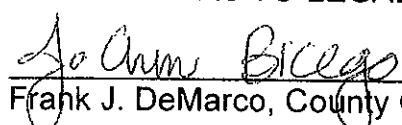

Deputy

GERARD PELLETIER TRANSFER STATIONS
INC.

By


Gerard Pelletier

APPROVED AS TO LEGAL FORM:


Frank J. DeMarco, County Counsel

APPROVED AS TO ACCOUNTING FORM:

Fund 355 Organization 40400 Account 552180


Leanna Dancer, Auditor

G:\Share\AGREEMENTS\Black Butte Transfer Station\Addendum extending term 2008.wpd